



City of Parma Heights  
Council Meeting  
6281 Pearl Road  
Monday, February 23, 2026  
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: FEBRUARY 9, 2026 – CITY COUNCIL

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: SANJIV SAINI, 6699 W 130<sup>TH</sup> ST, PARMA HEIGHTS, OH 44130

PUBLIC SESSION

LEGISLATION:

Second Reading

1) RESOLUTION NO. 2026 – 4

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO COMPLETE ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2026 ENERGIZED COMMUNITY GRANT, AND DECLARING AN EMERGENCY

First Reading

2) RESOLUTION NO. 2026 – 7

A RESOLUTION EXTENDING THE TEMPORARY MORATORIUM ENACTED BY RESOLUTION 2025-18 AND EXTENDED BY RESOLUTION 2025-68, FOR AN ADDITIONAL SIX (6) MONTHS, PROHIBITING THE ACCEPTANCE OF APPLICATIONS FOR, AND THE GRANTING OF, ZONING APPROVALS, BUILDING PERMITS, AND CERTIFICATES OF OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE, OR CHANGE OF USE THAT WOULD BE ASSOCIATED WITH THE DISTRIBUTION OR SALE OF VAPING/E-CIGARETTE PRODUCTS AND PROHIBITING THE COMMENCEMENT OF THE ACTUAL DISTRIBUTION AND SALE OF SUCH PRODUCTS WITHIN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

3) RESOLUTION NO. 2026 – 8

A RESOLUTION AUTHORIZING BOWEN + ASSOCIATES, INC., MUNICIPAL ENGINEER, TO PREPARE THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE PARMA HEIGHTS LIBRARY DEMOLITION PROJECT, AND DECLARING AN EMERGENCY

4) ORDINANCE NO. 2026 – 9

AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE PARMA HEIGHTS LIBRARY DEMOLITION PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY

5) RESOLUTION NO. 2026 – 10

A RESOLUTION AUTHORIZING BOWEN + ASSOCIATES, INC., MUNICIPAL ENGINEER, TO PREPARE THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE GREENBRIER COMMONS PARKING REHAB PROJECT, AND DECLARING AN EMERGENCY

- 6) **ORDINANCE NO. 2026 – 11**  
**AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE GREENBRIER COMMONS PARKING REHAB PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY**
- 7) **RESOLUTION NO. 2026 – 12**  
**A RESOLUTION AUTHORIZING BOWEN + ASSOCIATES, INC., MUNICIPAL ENGINEER, TO PERFORM CONSTRUCTION ADMINISTRATION SERVICES FOR THE BLOSSOM AND SUTHERLAND AVENUES SEWER IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY**
- 8) **RESOLUTION NO. 2026 – 13**  
**A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO EXECUTE AMENDMENTS TO THE AGREEMENTS FOR TECHNOLOGY SERVICES AND CYBER RISK MANAGEMENT WITH SIMVAY LLC, AND DECLARING AN EMERGENCY**
- 9) **ORDINANCE NO. 2026 – 14**  
**AN ORDINANCE ESTABLISHING COMPENSATION PAID TO VARIOUS EMPLOYEES OF THE CITY OF PARMA HEIGHTS, REPEALING ORDINANCE NO. 2025-98, AND DECLARING AN EMERGENCY**
- 10) **RESOLUTION NO. 2026 – 15**  
**A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH HERITAGE POOL SUPPLY FOR THE PURCHASE AND INSTALLATION OF ONE (1) LAP POOL PUMP, ONE (1) DIVE WELL PUMP, AND TWO (2) SLIDE PUMPS FOR THE PARMA HEIGHTS POOL, AND TO EXPEND FUNDS FOR THOSE SERVICES, AND DECLARING AN EMERGENCY**

**ADJOURNMENT**



PARMA HEIGHTS CITY COUNCIL
ATTN CLERK
6281 PEARL RD
PARMA HEIGHTS OH 44130

RECEIVED
FEB 02 REC'D
COUNCIL OFFICE

NOTICE TO LEGISLATIVE AUTHORITY

TO

Form with fields: 07638594-1 PERMIT NUMBER, NEW TYPE, ISSUE DATE, FILING DATE: 10/3/2024, PERMIT CLASSES: D-5, 18473 TAX DISTRICT, OCT, RECEIPT NO, SANJIV SAINI, 6699 W 130TH ST, PARMA HEIGHTS OH 44130, Muni/Village/Twp: Parma Heights

FROM 1/23/2026

Form with fields: PERMIT NUMBER, TYPE, ISSUE DATE, FILING DATE, PERMIT CLASSES, TAX DISTRICT, RECEIPT NO

MAILED 1/28/2026 RESPONSES MUST BE POSTMARKED NO LATER THAN 02/28/2026

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: OCT NEW 07638594-1 (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 line with fields: (Signature), (Title) - [ ] Clerk of City Council [ ] Township Fiscal Officer, (Date)

Printed Name line with fields: (Printed Name), (Email Address), (Telephone No.)



City of Parma Heights, Ohio  
Parma Heights Police Department  
*Office of Chief Steve Greene*



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440-884-1235

6184 Pearl Road, Parma Heights Oh 44130

440-842-1029 FAX

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February 18, 2026

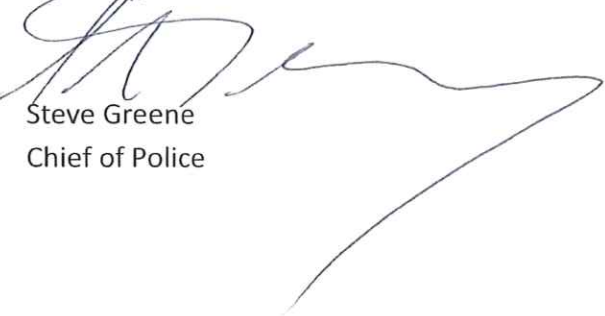
Mr. Tom Rounds  
Council President  
City of Parma Heights  
6281 Pearl Road  
Parma Heights, Ohio 44130

RE: Liquor Permit #07638594-1

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 #07638594-1 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 SANJIV SAINI 6699 W 130<sup>th</sup> Street, Parma Heights, Ohio 44130. The name(s) associated with this permit is Sanjiv Saini. The address is 6699 W. 130<sup>th</sup> Street, Parma Heights, Ohio 44130.

Sincerely,

  
Steve Greene  
Chief of Police

**RESOLUTION NO. 2026 – 4**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO COMPLETE ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2026 ENERGIZED COMMUNITY GRANT, AND DECLARING AN EMERGENCY**

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

**WHEREAS**, the City wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s), including NOPEC’s announcement of an award to the City in the amount of \$50,859.00 and up to \$2,000.00 in Community Sponsorship monies.

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

Section 1: The Administration is authorized and directed to execute an NEC Grant(s) Agreement for 2026 with NOPEC on behalf of the City of Parma Heights, Ohio in accordance with Exhibit “A”, attached hereto and made a part hereof by reference as if fully rewritten, and to complete all actions and further agreements necessary to accept and expend the awards.

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

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

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

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

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

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

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

## EXHIBIT A

### NOPEC 2026 ENERGIZED COMMUNITY

#### GRANT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

10. **Termination.**

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

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

11. **Effects of Termination.**

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

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

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

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

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

14. **Miscellaneous.**

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

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

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

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

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

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_, Ohio \_\_\_\_\_

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

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

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

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

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

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

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

*[Signature Page to Follow.]*

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

**GRANTEE:**

\_\_\_\_\_, Ohio

**GRANTOR:**

**NOPEC, INC.**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**RESOLUTION NO. 2026 - 7**

**A RESOLUTION EXTENDING THE TEMPORARY MORATORIUM ENACTED BY RESOLUTION 2025-18 AND EXTENDED BY RESOLUTION 2025-68, FOR AN ADDITIONAL SIX (6) MONTHS, PROHIBITING THE ACCEPTANCE OF APPLICATIONS FOR, AND THE GRANTING OF, ZONING APPROVALS, BUILDING PERMITS, AND CERTIFICATES OF OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE, OR CHANGE OF USE THAT WOULD BE ASSOCIATED WITH THE DISTRIBUTION OR SALE OF VAPING/E-CIGARETTE PRODUCTS AND PROHIBITING THE COMMENCEMENT OF THE ACTUAL DISTRIBUTION AND SALE OF SUCH PRODUCTS WITHIN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort, and peace of the citizens of the municipality, including restricting areas used for business and trade and regulating certain business uses; and

**WHEREAS**, on March 24, 2025, this Council adopted Resolution 2025-18 establishing a six (6) month moratorium prohibiting the acceptance of applications for, and the granting of, zoning approvals, building permits, and certificates of occupancy for any building, structure, use, or change of use that would be associated with the distribution or sale of vaping/e-cigarette products and prohibiting the commencement of the actual distribution and sale of such products within the City of Parma Heights.

**WHEREAS**, on September 8, 2025, this Council adopted Resolution 2025-68 extending the foregoing moratorium an additional six (6) months; and

**WHEREAS**, the Administration and Council require additional time to further review applicable laws in order to consider reasonable regulations to protect the health, welfare, safety, peace, and comfort for the citizens of the City of Parma Heights; and

**WHEREAS**, this Council desires to extend the moratorium, for a temporary period of time, not to exceed six (6) months from the date of passage of this Resolution, prohibiting the acceptance of applications for, and the granting of, zoning approvals, building permits, and certificates of occupancy for any building, structure, use, or change of use that would be associated with the distribution or sale of vaping/e-cigarette products and prohibiting the commencement of the actual distribution and sale of such products within the City of Parma Heights.

**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 approves an additional extension for a period of six months from the date of passage of this Resolution of the temporary moratorium established by Resolution 2025-18 and extended by Resolution 2025-68, prohibiting the acceptance of any application for, or the granting of, any zoning approvals, building permits, and certificates of occupancy for any building, structure, use, expansion of use, or change of use that would be associated with the distribution or sale of vaping/e-cigarette products and prohibiting the actual distribution or sale of such products in the City of Parma Heights, Ohio.

Section 2: This moratorium shall be in effect for an additional period not to exceed six (6) months or until Council enacts an Ordinance or Resolution revoking this moratorium, whichever shall occur sooner.

Section 3: This moratorium shall specifically not apply to the acceptance of any application for, or the granting of, any zoning approvals, building permits, conditional use permits, marijuana dispensary licenses, and/or certificates of occupancy for any building, structure, use, expansion of use, and/or change of use that would be associated with marijuana dispensaries with applications for licenses, licenses, and/or provisional licenses under O.R.C. Chapters 3780 and/or 3796, within the City of Parma Heights, Ohio, as Council has already enacted regulations for such uses.

Section 4: 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 5: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that an extension of the moratorium is necessary to enable the study and regulation of businesses engaging in the distribution or sale of vaping/e-cigarette products; wherefore, this Resolution shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO

**RESOLUTION NO. 2026 - 8**

**A RESOLUTION AUTHORIZING BOWEN + ASSOCIATES, INC., MUNICIPAL ENGINEER, TO PREPARE THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE PARMA HEIGHTS LIBRARY DEMOLITION PROJECT, AND DECLARING AN EMERGENCY**

**WHEREAS**, this Council is considering the Parma Heights Library Demolition Project, and therefore desires to authorize Bowen + Associates, Inc., Municipal Engineer, to prepare the plans, specifications, and estimate of cost for such improvement, and to file such documents in the Office of the Clerk of this Council.

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

Section 1: This Council authorizes and directs Bowen + Associates, Inc., Municipal Engineer, to prepare the plans, specifications, and cost estimates for the Parma Heights Library Demolition Project.

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

Section 3: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that said Resolution is necessary so that such plans, specifications, and estimate of cost may be prepared and filed with this Council so that the project may be considered for the upcoming construction season; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

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

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

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

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

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

**ORDINANCE NO. 2026 - 9**

**AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE PARMA HEIGHTS LIBRARY DEMOLITION PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Council of the Municipality of Parma Heights has been advised that it is necessary that an expenditure for items as noted in the title, be authorized and directed in accordance with the provisions of Article V Section 6 of the Charter of the City of Parma Heights.

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

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

Section 2: The Director of Public Service is authorized and directed to advertise for competitive bids for such expenditure at least once in a newspaper of general circulation within the Municipality and to post such Invitation to Bid on the City of Parma Heights official web page.

Section 3: The Administration is authorized and directed to enter into a written contract with the lowest and best bidder after such advertising, said lowest and best bidder to be determined by motion of this Council.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to authorize and direct such expenditure in order that the Administration may enter into a contract therefore, after competitive bidding in accordance with applicable laws; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO

**RESOLUTION NO. 2026 - 10**

**A RESOLUTION AUTHORIZING BOWEN + ASSOCIATES, INC., MUNICIPAL ENGINEER, TO PREPARE THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE GREENBRIER COMMONS PARKING REHAB PROJECT, AND DECLARING AN EMERGENCY**

**WHEREAS**, this Council is considering a Greenbrier Commons Parking Rehab Project, and therefore desires to authorize Bowen + Associates, Inc., Municipal Engineer, to prepare the plans, specifications, and estimate of cost for such improvement, and to file such documents in the Office of the Clerk of this Council.

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

Section 1: This Council authorizes and directs Bowen + Associates, Inc., Municipal Engineer, to prepare the plans, specifications, and cost estimates for the Greenbrier Commons Parking Rehab Project.

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

Section 3: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that said Resolution is necessary so that such plans, specifications, and estimate of cost may be prepared and filed with this Council so that the project may be considered for the upcoming construction season; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

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

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

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

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

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

**ORDINANCE NO. 2026 - 11**

**AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE GREENBRIER COMMONS PARKING REHAB PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Council of the Municipality of Parma Heights has been advised that it is necessary that an expenditure for items as noted in the title, be authorized and directed in accordance with the provisions of Article V Section 6 of the Charter of the City of Parma Heights.

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

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

Section 2: The Director of Public Service is authorized and directed to advertise for competitive bids for such expenditure at least once in a newspaper of general circulation within the Municipality and to post such Invitation to Bid on the City of Parma Heights official web page.

Section 3: The Administration is authorized and directed to enter into a written contract with the lowest and best bidder after such advertising, said lowest and best bidder to be determined by motion of this Council.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to authorize and direct such expenditure in order that the Administration may enter into a contract therefore, after competitive bidding in accordance with applicable laws; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO

**RESOLUTION NO. 2026 - 12**

**A RESOLUTION AUTHORIZING BOWEN + ASSOCIATES, INC., MUNICIPAL ENGINEER, TO PERFORM CONSTRUCTION ADMINISTRATION SERVICES FOR THE BLOSSOM AND SUTHERLAND AVENUES SEWER IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY**

**WHEREAS**, this Council is considering the Blossom and Sutherland Avenues Sewer Improvement Project, and therefore desires to authorize Bowen + Associates, Inc., Municipal Engineer, to perform construction administration services, and to file such documents in the Office of the Clerk of this Council.

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

Section 1: This Council authorizes and directs Bowen + Associates, Inc., Municipal Engineer, to perform construction administration services, to include communication with relevant agencies, utilities, contractors, and residents; preparation of loan materials and legislation; bid processing; and other services necessary to further the Blossom and Sutherland Avenues Sewer Improvement Project.

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

Section 3: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that said Resolution is necessary so that construction administration services can be performed in a timely manner to further the project and to comply with Ohio Environmental Protection Agency and Northeast Ohio Regional Sewer District requirements; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

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

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

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

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

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

**RESOLUTION NO. 2026 – 13**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO EXECUTE AMENDMENTS TO THE AGREEMENTS FOR TECHNOLOGY SERVICES AND CYBER RISK MANAGEMENT WITH SIMVAY LLC, AND DECLARING AN EMERGENCY**

**WHEREAS**, Ordinance No. 2025-66, passed on August 26, 2025, authorized the Administration to enter into agreements with Simvay LLC to provide technology services and cyber risk management for the City; and

**WHEREAS**, in order to comply with law enforcement database requirements, internet technology providers are required to ensure adequate security is provided for criminal justice systems, detailed in “Exhibit A”, attached hereto, and made a part hereof as though fully rewritten.

**WHEREAS**, this Council desires that the Administration execute the amendments to the agreements with Simvay LLC in the forms attached hereto as “Exhibit A”, to provide for necessary contract modifications.

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

Section 1: The Administration is hereby authorized and directed to execute amendments to the agreements between the City of Parma Heights and Simvay LLC, in the forms identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten.

Section 2: That the Administration is hereby further authorized to execute any additional agreements and/or amendments and to take any further actions deemed necessary to comply with State and Federal requirements.

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 meetings open to the public, in compliance with the law.

Section 4: This Resolution is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to execute said amendment to the current agreements to provide for imminent and necessary agreement modifications to the City’s technology services and cyber risk management in order to comply in a timely manner with law enforcement database requirements; wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

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

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

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

CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

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

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

**EXHIBIT A**

**AMENDMENT TO ENTERPRISE MANAGED TECHNOLOGY SERVICES  
AGREEMENT BETWEEN SIMVAY LLC AND THE CITY OF PARMA HEIGHTS**

This Amendment (“Amendment”) to the Enterprise Managed Technology Services Agreement, dated September 3, 2025 (“Agreement”), is entered into between Simvay LLC and City of Parma Heights (“collectively “Parties”) on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WHEREAS, Parma Heights, pursuant to Ordinance No. 2025-66, dated August 26, 2025, entered into the Agreement with Simvay LLC to provide for technology services and cyber risk management; and

WHEREAS, the Parties desire to enter into this Amendment to the Agreement in order to provide for compliance with security protocols required by the Federal Bureau of Investigation (“FBI”) Criminal Justice Information Services (“CJIS”) and the Ohio Law Enforcement Automated Database System (“LEADS”);

THEREFORE:

1. That the TERMS AND CONDITIONS of the Agreement, specifically Section V, FREEDOM OF ACCESS, is hereby Amended as follows:
  - a. Customer agrees that Simvay LLC, or its authorized service representative, shall have reasonable and free access to the equipment and systems, subject however to compliance with subsection b. herein.
  - b. Access to and use of criminal history record information and other sensitive information maintained in LEADS and FBI-managed criminal justice information systems by Simvay LLC are subject to the following restrictions:
    1. Violation of CJIS Security Policy [Version 6, dated 12/27/2024] Appendix H Security Addendum would cause concern to terminate the Agreement between both parties. Except as required by applicable law, nothing in this Amendment regarding the CJIS Security Addendum shall be deemed to expand Contractor's liability beyond the limitation set forth in the underlying Agreement.
    2. The Security Addendum appended hereto as Exhibit 1, which is incorporated by reference and made a part thereof as it fully appears herein.

IN WITNESS WHEREOF, the undersigned have caused the Amendment to be executed as of the date written above.

Simvay LLC

City of Parma Heights

\_\_\_\_\_  
Kristoffer Oswald, Partner

\_\_\_\_\_  
Marie Gallo, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT 1

### FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

#### Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**EXAMPLE OF A CONTRACT ADDENDUM**

AMENDMENT NO. \_\_\_ TO THE CONTRACT BETWEEN  
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. \_\_\_ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled “ \_\_\_ ”], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

- d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the \_\_\_ day of \_\_\_\_\_, 20\_\_.

On behalf of [Party No. 1]:

Printed Name	Title
Signature	Date

On behalf of [Party No. 2]:

Printed Name	Title
Signature	Date

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
  - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.00 Audit
- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

**AMENDMENT TO ENTERPRISE CYBER RISK MANAGEMENT AGREEMENT  
BETWEEN SIMVAY LLC AND THE CITY OF PARMA HEIGHTS**

This Amendment (“Amendment”) to the Enterprise Cyber Risk Management Agreement, dated September 3, 2025 (“Agreement”), is entered into between Simvay LLC and City of Parma Heights (“collectively “Parties”) on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WHEREAS, Parma Heights, pursuant to Ordinance No. 2025-66, dated August 26, 2025, entered into the Agreement with Simvay LLC to provide for technology services and cyber risk management; and

WHEREAS, the Parties desire to enter into this Amendment to the Agreement in order to provide for compliance with security protocols required by the Federal Bureau of Investigation (“FBI”) Criminal Justice Information Services (“CJIS”) and the Ohio Law Enforcement Automated Database System (“LEADS”);

THEREFORE:

1. That the TERMS AND CONDITIONS of the Agreement, specifically Section V, FREEDOM OF ACCESS, is hereby Amended as follows:
  - a. Customer agrees that Simvay LLC, or its authorized service representative, shall have reasonable and free access to the equipment and systems, subject however to compliance with subsection b. herein.
  - b. Access to and use of criminal history record information and other sensitive information maintained in LEADS and FBI-managed criminal justice information systems by Simvay LLC are subject to the following restrictions:
    1. Violation of CJIS Security Policy [Version 6, dated 12/27/2024] Appendix H Security Addendum would cause concern to terminate the Agreement between both parties. Except as required by applicable law, nothing in this Amendment regarding the CJIS Security Addendum shall be deemed to expand Contractor's liability beyond the limitation set forth in the underlying Agreement.
    2. The Security Addendum appended hereto as Exhibit 1, which is incorporated by reference and made a part thereof as it fully appears herein.

IN WITNESS WHEREOF, the undersigned have caused the Amendment to be executed as of the date written above.

Simvay LLC

City of Parma Heights

\_\_\_\_\_  
Kristoffer Oswald, Partner

\_\_\_\_\_  
Marie Gallo, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT 1

### FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

#### Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**EXAMPLE OF A CONTRACT ADDENDUM**

AMENDMENT NO. \_\_\_ TO THE CONTRACT BETWEEN  
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. \_\_\_ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled “ \_\_\_ ”], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

- d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the \_\_\_ day of \_\_\_\_\_, 20\_\_.

On behalf of [Party No. 1]:

Printed Name	Title
Signature	Date

On behalf of [Party No. 2]:

Printed Name	Title
Signature	Date

**FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES**  
**SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee \_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative \_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

**ORDINANCE NO. 2026 - 14**

**AN ORDINANCE ESTABLISHING COMPENSATION PAID TO VARIOUS EMPLOYEES  
OF THE CITY OF PARMA HEIGHTS, REPEALING ORDINANCE NO. 2025-98,  
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. The Council hereby adopts the amended compensation and benefit schedules for various employees of the City of Parma Heights, attached hereto as Exhibits “A”, “B”, “C”, “D”, “E”, “F”, and “G”, and are made a part of this Ordinance and incorporated herein as though fully rewritten.

Section 2. Ordinance No. 2025-98 is repealed and replaced effective immediately, to the extent necessary to avoid conflict with this Ordinance.

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

Section 4. This Ordinance is declared to be an emergency measure for the public peace, health, and safety of the municipality, and for the further reason that it is necessary to establish amended compensation and benefits for certain employees; wherefore, this Ordinance shall be in full force and effective 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 TO ORDINANCE 2026 - 14**

It is the intention of Council to establish a pay ordinance for various employees of the City of Parma Heights, for a period commencing January 1, 2025, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

<b>CLASSIFICATION</b>	<b>EFFECTIVE DATE</b>	<b>COMPENSATION BAND:</b>	
		<b>From</b>	<b>To</b>
<b>FULL TIME:</b>			
Clerk of Council	01/01/2025	\$36,500.00	\$59,750.00
Executive Assistant	01/01/2025	\$38,170.00	\$58,478.00
Service Dept. Assistant	01/01/2025	\$34,200.00	\$52,440.00
Accountant	01/01/2025	\$32,340.00	<del>\$70,000.00</del> \$62,000.00
Receptionist	01/01/2025	\$29,150.00	\$47,829.00
Legal Assistant/Paralegal	01/01/2025	\$45,000.00	\$65,000.00
<b>PART-TIME (Hourly Rate):</b>			
Clerk of Council	01/01/2025	\$20.00	\$30.00
Executive Assistant	01/01/2025	\$23.50	\$32.13
Accountant	01/01/2025	\$20.75	\$34.06
Clerk of Commissions	01/01/2025	\$20.00	\$30.00
<b>SENIOR CENTER:</b>			
Assistant to the Senior Center Administrator	01/01/2025	\$30,000.00	\$56,000.00
Office/Clerical (PT/Hrly)	01/01/2025	\$15.00	\$18.75
Kitchen Aides (PT/Hrly)	01/01/2025	\$15.00	\$18.25
Vehicle Drivers (PT/Hrly)	01/01/2025	\$15.00	\$19.00
Kitchen Manager (PT/Hrly)	01/01/2025	\$15.00	\$18.75
<b>OTHER SUPPORT STAFF:</b>			
Custodian-City Hall	01/01/2025	\$11.00	\$20.00

Annual salaries detailed above shall be paid in bi-weekly substantially equal installments per year. Compensation for overtime for full-time employees at City Hall shall be paid in accordance with Section 179.07 of the Codified Ordinances of the City of Parma Heights.

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of Parma Heights pertaining to employee compensation and benefits, are incorporated herein, as if fully rewritten.

**EXHIBIT B TO ORDINANCE 2026 - 14**

It is the intention of Council to establish a pay ordinance for the Recreation Department of the City of Parma Heights, for a period commencing January 1, 2025, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification in the Recreation Department shall be as follows:

<b>CLASSIFICATION</b>	<b>EFFECTIVE DATE</b>	<b>COMPENSATION BAND:</b>	
		<b>From</b>	<b>To</b>
<b>FULL TIME:</b>			
Recreation Maintenance Foreman	01/01/2025	\$29,125.00	\$41,580.00
Athletic & Fields Maintenance Coordinator	01/01/2025	\$40,000.00	\$50,700.00
<b>PART-TIME (Hourly Rate):</b>			
Pool Manager	01/01/2025	\$12.00	\$30.00
Asst. Pool Manager	01/01/2025	\$12.00	\$25.00
Pool Cashiers	01/01/2025	\$12.00	\$20.00
Pool Lifeguards	01/01/2025	\$12.00	\$25.00
Gatehouse Attendant	01/01/2025	\$12.00	\$20.00
Pool Maintenance Crew	01/01/2025	\$12.00	\$20.00
Recreation Instructors	01/01/2025	\$12.00	\$20.00
Attendants – Various	01/01/2025	\$12.00	\$20.00
Park Maintenance/Seasonal	01/01/2025	\$12.00	\$25.00
<b>BASEBALL/SOCCER/FOOTBALL:</b>			
<b>Rate per season/year</b>			
Statistician	01/01/2025	\$350.00	\$475.00
Soccer Deputy Director (Yearly)	01/01/2025	\$1,275.00	\$1,820.00
<b>UMPIRES/REFEREES:</b>			
<b>Rates per game</b>			
Coach Pitch Umpire	01/01/2025	\$25.00	\$25.00
Flag Football Referees	01/01/2025	\$25.00	\$25.00
Soccer Referees	01/01/2025	\$25.00	\$25.00

Annual salaries as detailed above shall be paid bi-weekly in substantially equal installments per year. Compensation for overtime for full-time employees shall be paid in accordance with Section 179.07 of the Codified Ordinances of the City of Parma Heights.

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits, are incorporated herein, as if fully rewritten.

**EXHIBIT C TO ORDINANCE 2026 - 14**

It is the intention of Council to establish a pay ordinance for Administrative Positions of the City of Parma Heights, for a period commencing January 1, 2025, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
Director of Public Service	01/01/2025	\$70,000.00	\$103,000.00
Public Works Coordinator	01/01/2025	\$55,000.00	<del>\$85,000.00</del> \$75,000.00
Director of Finance	01/01/2025	\$70,000.00	\$103,000.00
Assistant to the Finance Director	01/01/2025	\$60,000.00	\$91,670.00
Director of Law	01/01/2025	\$45,000.00	\$89,086.00
Assistant Director of Law	01/01/2025	\$25,000.00	\$67,396.00
Prosecutor	01/01/2025	\$25,000.00	\$67,396.00
Mayor’s Court Magistrate	01/01/2025	\$25,000.00	\$62,577.00
Director of Human Resources	01/01/2025	\$52,000.00	\$91,410.00
Director of Safety	01/01/2025	\$24,500.00	\$64,449.00
Assistant Director of Recreation	01/01/2025	\$40,000.00	\$65,000.00
Director of Recreation	01/01/2025	\$53,100.00	\$87,249.00
Economic Development Coordinator	01/01/2025	\$54,525.00	\$89,579.00
Senior Services Administrator	01/01/2025	\$45,000.00	\$71,000.00
Special Assistant to the Mayor	01/01/2025	\$50,000.00	\$80,000.00
Grant Writer	01/01/2025	\$45,000.00	\$67,500.00
Clerk of Mayor’s Court	01/01/2025	\$50,000.00	\$70,000.00

Annual salaries as detailed above shall be paid in bi-weekly substantially equal installments per year. Compensation for overtime for non-exempt full-time employees at City Hall shall be paid in accordance with Section 179.07 of the Codified Ordinances.

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

**EXHIBIT D TO ORDINANCE 2026 - 14**

It is the intention of Council to establish a pay ordinance for supervisory and certain non-aligned employees in the Service Department of the City of Parma Heights, for a period commencing January 1, 2025, and continuing thereafter until enabling legislation is repealed.

Section 1. Effective January 1, 2025, the compensation of certain non-aligned supervisory and hourly rated employees of the department of Public Service shall be in accordance with the following schedule for hours worked:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
<b>PART TIME:</b>			
Service (Seasonal/Temp/ Part-Time)	01/01/2025	\$14.00	\$25.00
<b>BUILDING DEPARTMENT:</b>			
Construction Consultant	01/01/2025		\$28,035.00
Building Inspectors	01/01/2025		\$385.00 per month (plus \$20.00/inspection)
Property Maintenance Inspectors	01/01/2025	\$17.00	\$25.00
Property Maintenance Inspectors (Full-Time)	01/01/2025	\$29,325.00	\$41,870.00
City Engineer (per contract)	01/01/2025	\$32,200.00	\$32,200.00
Assistant City Engineer (per contract)	01/01/2025	\$16,100.00	\$16,100.00
Commercial Building Official	01/01/2025	\$35,000.00	\$65,000.00

Section 2. That compensation for overtime worked shall be in compliance with Section 147.11 and Section 147.12 of the Codified Ordinances of the City of Parma Heights.

Section 3. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 147 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

**EXHIBIT E TO ORDINANCE 2026 - 14**

It is the intention of Council to establish compensation and employee benefit provisions for non-aligned members of the Police Department.

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

<b>CLASSIFICATION</b>	<b>EFFECTIVE DATE</b>	<b>COMPENSATION BAND:</b>	
		<b>From</b>	<b>To</b>
<b>FULL TIME:</b>			
Chief of Police	01/01/2025	\$130,000.00	\$158,000.00
Acting Chief of Police	01/01/2025	\$130,000.00	\$158,000.00
Executive Officer (non-aligned Captain)	01/01/2025	\$110,000.00	\$136,000.00
Assistant to the Police Chief	01/01/2025	\$60,000.00	\$66,000.00
Civilian Clerk/Case Manager	01/01/2025	\$49,920.00	\$55,000.00
<b>PART-TIME (Hourly Rate):</b>			
Civilian Clerk/Case Manager	01/01/2025	\$23.69	\$27.00
Civilian Clerk/Receptionist	01/01/2025	\$22.69	\$26.00
Custodian/Cleaner	01/01/2025	\$20.00	\$22.00
School Crossing Guards	01/01/2025	\$16.00	\$18.00

Annual salaries as detailed above shall be paid in bi-weekly substantially equal installments per year.

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 151 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

**EXHIBIT F TO ORDINANCE 2026 - 14**

It is the intention of Council to establish compensation and employee benefit provisions for non-aligned members of the Fire Department.

Section 1. Effective January 1, 2025, the compensation of the following classifications and positions within each classification of non-aligned City employees shall be as follows:

<b>CLASSIFICATION</b>	<b>EFFECTIVE DATE</b>	<b>COMPENSATION BAND:</b>	
		<b>From</b>	<b>To</b>
<b>FULL TIME:</b>			
Fire Chief	01/01/2025	\$130,000.00	\$158,000.00
Captain/Assistant Fire Chief	01/01/2025	\$ 85,000.00	\$118,450.00
<b>PART TIME:</b>			
Assistant to Fire Chief	01/01/2025	\$27.90	\$30.90

Annual salaries as detailed above shall be paid in bi-weekly substantially equal installments per year.

Section 2. Effective January 1, 2025, and continuing thereafter until repealed, the Sections of Chapter 153 and Chapter 179 of the Codified Ordinances of the City of Parma Heights pertaining to employee compensation and benefits are incorporated herein, as if fully rewritten.

## EXHIBIT G TO ORDINANCE 2026 - 14

It is the intention of Council to establish a pay ordinance for the Office of Mayor and for Members of City Council for time periods as stipulated below, which will reflect the impact of percentage increases extended to City employees during that time period from January 1, 2022, and continuing thereafter.

Section 1. For purposes of calculating the impact of percentage increases to be extended to the following elective positions based on the percentage of wage increase granted to other city employees; the following salaries for terms beginning January 1, 2022, shall be considered the base rate:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
Mayor	01/01/24		\$70,917.14
Council Member	01/01/24		\$11,598.06
President of Council	01/01/24		\$13,383.36

Section 2. Effective January 1, 2022, and continuing thereafter; compensation for the Office of Mayor, City Council Member and City Council President shall be determined by applying the annual percentage wage increase adopted for non-aligned City employees to the compensation in effect for the office of Mayor, City Council Member and City Council President at the time such annual percentage wage increase becomes effective.

Section 3. Due to City Charter provisions prohibiting elected City Officials from receiving pay increase in-term; such accumulative percentage increases referred to in Sections 2 and 4 of this exhibit shall be applied to the rate of pay for the respective position at the beginning of the next term of office.

Section 4. For purposes of calculating the impact of percentage increases to be extended to the following elective positions based on the percentage of wage increase granted to other city employees; the following salaries for terms beginning January 1, 2026 shall be considered the base rate, as approved by Council on May 28, 2024 and affirmed by Council on January 13, 2025:

CLASSIFICATION	EFFECTIVE DATE	COMPENSATION BAND:	
		From	To
Mayor	01/01/2026		\$92,192.00
Ward Council Member	01/01/2026		\$12,004.00
President of Council	01/01/2026		\$13,852.00
At-Large Council Member	01/01/2028		\$12,004.00

Section 5. Compensation for the offices specified above represents annual compensation payable as follows; for the Office of Mayor said annual amount to be paid in bi-weekly installments, and for City Council Member and President of Council said annual amount to be paid in equal monthly installments.

Section 6. That Exhibit G to Ordinance No. 2025-3 passed by council on January 13, 2025 is hereby replaced and corrected by this Exhibit G upon the effective date of this legislation.

Section 7. Nothing in this ordinance shall be construed to limit or impair the right of Council to authorize the payment or reimbursement of expenses incurred by any official or employee in the furtherance of the interest of the municipality.

**RESOLUTION NO. 2026 - 15**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH HERITAGE POOL SUPPLY FOR THE PURCHASE AND INSTALLATION OF ONE (1) LAP POOL PUMP, ONE (1) DIVE WELL PUMP, AND TWO (2) SLIDE PUMPS FOR THE PARMA HEIGHTS POOL, AND TO EXPEND FUNDS FOR THOSE SERVICES, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Director of Recreation has determined the need for and recommends that this Council authorize an expenditure for the purchase and installation of four (4) new pumps for the efficient operation of the Parma Heights pool; and

**WHEREAS**, Heritage Pool Supply has prepared quotes for the City for the purchase and installation of four (4) pumps for the Parma Heights pool for a total cost of forty-nine thousand, three hundred and fifty-four dollars and eight cents (\$49,354.08) as identified in Exhibit "A" attached hereto.

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

Section 1: The Administration is hereby authorized and directed to contract with Heritage Pool Supply, and to expend funds in the amount of \$49,354.08, in the forms identified in Exhibit "A" attached hereto, and made a part hereof as though fully rewritten, for the purchase and installation of four (4) pool pumps for the Parma Heights pool.

Section 2: The Administration is further authorized to execute any contracts and/or agreements as approved by the Director of Finance and the Director of Recreation necessary for the purchase and installation of these items.

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 meetings open to the public, in compliance with the law.

Section 4: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality and for the further reason that it is necessary to install the pool pumps at the Parma Heights Pool before the summer months; wherefore, this Resolution shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

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

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

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

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

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

**EXHIBIT A**



HERITAGE POOL SUPPLY STRONGSVILLE  
 22350 ROYALTON RD  
 STRONGSVILLE, OH 44149-3826  
 FAX: (440)-238-4839  
 Phone: (440)-238-2100

<b>QUOTE</b>
<b>0023392374</b>

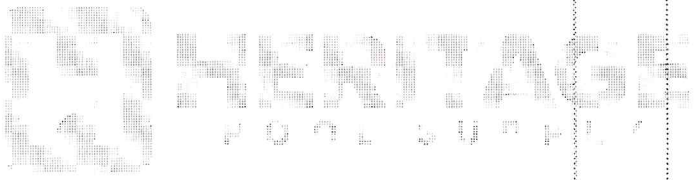
**Account:** 4015400 0002  
**Branch:** EMSSTRO  
**Phone:** (440)-885-9594  
**Fax:**

**Bill To:** CITY OF PARMA HTS  
 ATTN: RON MADEJ  
 6281 PEARL ROAD  
 PARMA HTS, OH 44130

**Ship To:** CITY OF PARMA HTS  
 6200 PEARL ROAD  
 PARMA HTS, OH 44130

<b>PO:</b> LAP POOL PUMP		<b>Ref:</b>	<b>Job:</b>	
<b>Exp Delv Date:</b> 01/21/26	<b>Sales</b> E STOYANOFF	<b>Type:</b> WHSE	<b>Ship Via:</b> OUR TRUCK	
<b>Activation Date:</b> 09/26/25	<b>Agents</b>	<b>Quoted For:</b>		
<b>Close Date:</b> 01/20/26	E STOYANOFF	<b>Quoted By:</b> ES203997		

ITEM	DESCRIPTION	QTY	UOM	PRICE	UOM	AMOUNT
JNDJCP103ATS	10 HP JCP 208-230V/460V TEFC 3 PH COMM PUMP W/STRAINER COMMERCIAL PUMP 3 PHASE Supp#: JCP103ATS	1	EA	7,825.85	EA	7,825.85
	Subtotal					7,825.85
	LABOR CHARGE					4,400.00
	PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE					



**Payment Terms:**  
 NET 30 DAYS

**Total:** **\$12,225.85**



HERITAGE POOL SUPPLY STRONGSVILLE  
 22350 ROYALTON RD  
 STRONGSVILLE, OH 44149-3826  
 FAX: (440)-238-4839  
 Phone: (440)-238-2100

**QUOTE**

**0023392406**

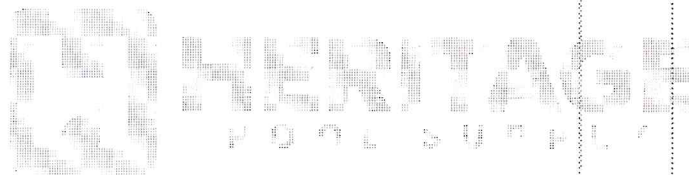
**Account:** 4015400 0002  
**Branch:** EMSSTRO  
**Phone:** (440)-885-9594  
**Fax:**

**Bill To:** CITY OF PARMA HTS  
 ATTN: RON MADEJ  
 6281 PEARL ROAD  
 PARMA HTS, OH 44130

**Ship To:** CITY OF PARMA HTS  
 6200 PEARL ROAD  
 PARMA HTS, OH 44130

<b>PO: DIVE WELL PUMP</b>		<b>Ref:</b>	<b>Job:</b>
<b>Exp Delv Date:</b> 01/21/26	<b>Sales</b> E STOYANOFF	<b>Type:</b> WHSE	<b>Ship Via:</b> OUR TRUCK
<b>Activation Date:</b> 09/26/25	<b>Agents</b>	<b>Quoted For:</b>	
<b>Close Date:</b> 01/20/26	E STOYANOFF	<b>Quoted By:</b> ES203997	

ITEM	DESCRIPTION	QTY	UOM	PRICE	UOM	AMOUNT
JNDJCP073ATS	7-1/2 HP JCP 208-230V/460V TEFC 3 PH COMM PUMP W/STRAINER COMMERCIAL PUMP 3 PHASE Supp#: JCP073ATS	1	EA	7,024.43	EA	7,024.43
	Subtotal					7,024.43
	LABOR CHARGE					4,400.00
PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE						



**Payment Terms:**  
 NET 30 DAYS

**Total:** **\$11,424.43**



HERITAGE POOL SUPPLY STRONGSVILLE  
 22350 ROYALTON RD  
 STRONGSVILLE, OH 44149-3826  
 FAX: (440)-238-4839  
 Phone: (440)-238-2100

<b>QUOTE</b>
<b>0023392343</b>

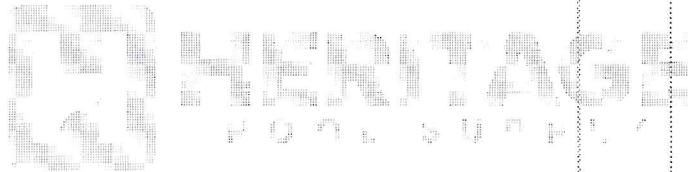
**Account:** 4015400 0002  
**Branch:** EMSSTRO  
**Phone:** (440)-885-9594  
**Fax:**

**Bill To:** CITY OF PARMA HTS  
 ATTN: RON MADEJ  
 6281 PEARL ROAD  
 PARMA HTS, OH 44130

**Ship To:** CITY OF PARMA HTS  
 6200 PEARL ROAD  
 PARMA HTS, OH 44130

<b>PO:</b> SLIDE PUMPS		<b>Ref:</b>	<b>Job:</b>
<b>Exp Delv Date:</b> 01/21/26	<b>Sales</b> E STOYANOFF	<b>Type:</b> WHSE	<b>Ship Via:</b> OUR TRUCK
<b>Activation Date:</b> 09/26/25	<b>Agents</b>	<b>Quoted For:</b>	
<b>Close Date:</b> 01/20/26	E STOYANOFF	<b>Quoted By:</b> ES203997	

ITEM	DESCRIPTION	QTY	UOM	PRICE	UOM	AMOUNT
JNDJCP103ATS	10 HP JCP 208-230V/460V TEFC 3 PH COMM PUMP W/STRAINER COMMERCIAL PUMP 3 PHASE Supp#: JCP103ATS LAP POOL PUMP  SLIDE PUMPS AND LAP POOL PUMP	2	EA	8,451.90	EA	16,903.80
	Subtotal					16,903.80
	LABOR CHARGE					8,800.00
	PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE					



**Payment Terms:**  
 NET 30 DAYS

**Total:** **\$25,703.80**