



City of Parma Heights Council Meeting

6281 Pearl Road
Monday, April 13, 2026
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: MARCH 23, 2026 – CITY COUNCIL

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: NONE AT THIS TIME

PUBLIC SESSION

LEGISLATION:

Third Reading

- 1) **ORDINANCE NO. 2026 – 18**
AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT BETWEEN CUYAHOGA COUNTY AND THE CITY OF PARMA HEIGHTS FOR THE REHABILITATION OF THE RIDGEWOOD DRIVE BRIDGE 00.15 OVER COUNTRYMAN’S CREEK
- 2) **ORDINANCE NO. 2026 – 19**
AN ORDINANCE AMENDING SECTION 145.07 OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY
- 3) **ORDINANCE NO. 2026 – 20**
AN ORDINANCE AMENDING CHAPTER 373 OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY
- 4) **RESOLUTION NO. 2026 - 23**
A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH SPORTMASTER SPORT SURFACES AND ITS AUTHORIZED INSTALLER, INDUSTRIAL SURFACE SEALER, INC. THROUGH EQUALIS GROUP FOR THE RENOVATION OF TENNIS AND PICKLEBALL COURTS, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE RENOVATIONS, AND DECLARING AN EMERGENCY, AS AMENDED

Second Reading

- 5) **RESOLUTION NO. 2026 – 26**
A RESOLUTION OF THE CITY OF PARMA HEIGHTS, OHIO SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH)

First Reading

- 6) **RESOLUTION NO. 2026 - 30**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

- 7) **RESOLUTION NO. 2026 - 31**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO REGISTER FOR THE CITY OF PARMA HEIGHTS, OHIO, AND TO PARTICIPATE IN THE ROAD SALT CONTRACT TO BE AWARDED BY THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR 2026, AND DECLARING AN EMERGENCY
- 8) **ORDINANCE NO. 2026 - 32**
AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH PUBLIC CONSULTING GROUP, LLC FOR PERSONAL SERVICES NEEDED FOR THE IMPLEMENTATION OF THE OHIO AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM FOR EMERGENCY MEDICAL SERVICES, AND AUTHORIZING THE EXPENDITURE OF FUNDS

ADJOURNMENT

ORDINANCE NO. 2026 - 18

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT BETWEEN CUYAHOGA COUNTY AND THE CITY OF PARMA HEIGHTS FOR THE REHABILITATION OF THE RIDGEWOOD DRIVE BRIDGE 00.15 OVER COUNTRYMAN’S CREEK

WHEREAS, Cuyahoga County, Ohio has recognized the need for and proposes the improvement of a portion of the Ridgewood Drive Bridge 00.15 over Countryman’s Creek, located in the City of Parma Heights, Cuyahoga County, Ohio (the “Project”); and

WHEREAS, the terms and conditions and the rights and responsibilities of the County and the City in connection with the Project are set forth in a written agreement which is attached hereto as Exhibit “A”; and

WHEREAS, the City of Parma Heights desires to engage the County to undertake and complete the Project consistent with the terms and conditions of the Agreement.

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

Section 1: That the Administration is hereby authorized and directed to enter into an Agreement with Cuyahoga County for the rehabilitation of the Ridgewood Drive Bridge 00.15 over Countryman’s Creek, as set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

AGREEMENT

Between the County of Cuyahoga, Ohio and the City of Parma Heights for the rehabilitation of Ridgewood Drive Bridge 00.15 over Countryman's Creek

This Agreement is entered into this ____ day of _____, 20____, between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, on behalf of the Department of Public Works (the "COUNTY") and the **City of Parma Heights** (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. _____ adopted by Council of the **City of Parma Heights** on the _____ day of _____, 20____.

WITNESSETH:

WHEREAS, the COUNTY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The rehabilitation of Ridgewood Drive Bridge 00.15 over Countryman's Creek
(the "Project").

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. The MUNICIPALITY agrees that it is in the public interest and hereby consents to the COUNTY completing the above described Project in accordance with plans, specifications, and estimates approved by the COUNTY.

B. COOPERATION

1. The COUNTY and the MUNICIPALITY will cooperate in the completion of the Project.
2. The COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. The COUNTY will arrange for the supervision and administration of the construction contract.

C. FUNDING

1. The MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.

D. MAINTENANCE

Upon completion of the Project, the Parties' respective maintenance obligations shall be as follows:

1. The MUNICIPALITY will maintain the improvement in accordance with the provisions of all applicable statutes relating thereto and will make ample financial provisions for such maintenance; and
2. The MUNICIPALITY will maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. The COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. The MUNICIPALITY agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

The Parties agree to the following with regard to traffic on the improved roadway or highway upon completion of the Project:

1. The MUNICIPALITY will keep the highway open to traffic at all times.
2. The MUNICIPALITY will place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code.
3. The street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code.
4. Unwarranted regulatory signage within the Project area must be removed. In order to install a "Four-way-Stop" at the intersection of the improved street or highway, a traffic study must be performed by the MUNICIPALITY to verify that it is warranted in accordance with the manual.
5. The MUNICIPALITY will not enact any rule or regulation that restricts the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway and shall rescind any existing rule or regulation that so restricts the road usage.
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. The MUNICIPALITY shall make available for the Project all existing street and public right-of-way within the MUNICIPALITY that is necessary for the Project.
2. The COUNTY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

G. UTILITIES

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. The COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. The MUNICIPALITY shall cooperate with the COUNTY to make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. The construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. If the MUNICIPALITY formally requests by a MUNICIPAL RESOLUTION that the COUNTY include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.

2. The MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, and G-3, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1 and G-3 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this agreement, the MUNICIPALITY agrees to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

City of Parma Heights

By: _____
Mayor

County of Cuyahoga, Ohio

By: _____
Chris Ronayne, County Executive
or designee pursuant to Executive Orders
No. EO2023-0003, dated July 6, 2023

ORDINANCE NO. 2026 - 19

**AN ORDINANCE AMENDING SECTION 145.07 OF THE PARMA HEIGHTS
CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY**

WHEREAS, the Administration is recommending that Section 145.07 of the Parma Heights Codified Ordinances be amended; and

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

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

Section 1: That Section 145.07 of the Codified Ordinances is amended, and shall henceforth be read as set forth in "Exhibit A", which is attached hereto and incorporated by reference.

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

Section 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of said City and for the further reason that it is necessary for this portion of the Administrative Code to reflect updated and uniform policies and practices regarding personnel, finances, and other matters on an immediate basis; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

145.07 ASSISTANT DIRECTORS OF FINANCE AND ACCOUNTANTS.

(a) The positions of Assistant Directors of Finance and the position of Accountants are hereby established.

(b) The Assistant Directors of Finance and Accountants shall be appointed by the Mayor, and shall perform such duties delegated by the Director of Finance, subject to the budget approved by Council.

(Ord. 1984-15. Passed 4-23-84; Ord. 2024-92. Passed 1-27-25.)

ORDINANCE NO. 2026 - 20

AN ORDINANCE AMENDING CHAPTER 373 OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

WHEREAS, the Council Safety Committee is recommending the revision of Chapter 373 of the Parma Heights Codified Ordinances; and

WHEREAS, this Council desires to adopt the recommendation of its Safety Committee.

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

Section 1: That Chapter 373 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit "A", which is attached hereto and incorporated by reference.

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

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to establish updated regulations in a timely manner as the use of these vehicles seasonally increases; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 373

Bicycles, Electric Bicycles, Electric Scooters, Personal Assistive Mobility Devices, and Motorcycles

373.01 Code application to bicycles, electric bicycles, electric scooters, or personal assistive mobility devices.

373.015 Definitions.

373.02 Riding upon seats; carrying packages; motorcycle handle bars; helmets and glasses.

373.03 Attaching bicycles, electric bicycles, electric scooters, personal assistive mobility devices, or sleds to vehicles.

373.04 Riding on right side of roadway; riding abreast.

373.05 Lights, signal devices, brakes on bicycles, electric bicycles, electric scooters, or personal assistive mobility devices.

373.06 Lights and reflector on bicycle; brakes. (Repealed)

373.07 ~~Riding bicycles on right side of roadway; traffic control devices; hand and arm signals; yield right-of-way.~~ Emerging from alley or driveway.

373.08 Reckless operation; control; course and speed.

373.09 Parking of bicycles, electric bicycles, electric scooters, or personal assistive mobility devices.

373.10 Riding on sidewalks, public ways, paths, or trails.

373.11 Operation of motorized bicycles.

373.12 Electric bicycles.

373.13 Parent's responsibility.

373.14 Impounding of bicycles, electric bicycles, electric scooters, and personal assistive mobility devices.

373.99 Penalty.

CROSS REFERENCES

See section histories for similar State law

Bicycle defined - see TRAF. 301.04

Motorcycle defined - see TRAF. 301.19

Bicycles prohibited on freeways - see TRAF. 303.06

Operation of vehicles on bicycle paths - see TRAF. 331.41

Motorcycle operator's license required - see TRAF. 335.01

Motorcycle headlight - see TRAF. 337.03

Motorcycle and motor bike brakes - see TRAF. 337.18

Off-highway motorcycles - see TRAF. Ch. 345

Use of motorcycles in parks, recreation areas - see S.U. & P.S. 961.08

373.01 CODE APPLICATION TO BICYCLES, ELECTRIC BICYCLES, ELECTRIC SCOOTERS, OR PERSONAL ASSISTIVE MOBILITY DEVICES.

(a) The provisions of this Traffic Code which are applicable to bicycles apply whenever a bicycles, ~~and~~ electric bicycles, electric scooters, or personal assistive mobility devices are operated upon any highway or upon any path set aside for the exclusive use of bicycles.

(b) Except as provided in division (d) of this section, any bicycle operator, ~~or~~ electric bicycle operator, electric scooter operator, or personal assistive mobility device operator who violates any provisions of this Traffic Code described in division (a) of this section that is applicable to bicycles, ~~and~~ electric bicycles, electric scooters, or personal assistive mobility devices may be issued a ticket, citation, or summons by a law enforcement officer for the violation in the same manner as the operator of a motor vehicle would be cited for the same violation. A person who commits any such violation while operating a bicycle, ~~and~~ electric bicycle, electric scooter, or personal assistive mobility device shall not have any points assessed against the person's driver's license, commercial driver's license, temporary instruction permit, or probationary license under Ohio R.C. 4510.036.

(c) Except as provided in division (d) of this section, in the case of a violation of any provision of this Traffic Code described in division (a) of this section by a bicycle operator, electric bicycle operator, electric scooter operator, personal assistive mobility device operator, or motor vehicle operator when the trier of fact finds that the violation by the motor vehicle operator endangered the lives of bicycle riders, ~~or~~ electric bicycle riders, electric scooter riders, or personal assistive mobility device riders at the time of the violation, the court, notwithstanding any provision of the Ohio Revised Code to the contrary, may require the bicycle operator, electric bicycle operator, electric scooter operator, personal assistive mobility device operator, or motor vehicle operator to take and successfully complete a bicycling skills course approved by the court in addition to or in lieu of any penalty otherwise prescribed by this Traffic Code or the Ohio Revised Code for that violation.

(d) Divisions (b) and (c) of this section do not apply to violations of Ohio R.C. 4511.19, or a substantially equivalent municipal ordinance.

(ORC 4511.52) (Adopting Ordinance)

(e) Every person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall obey the instructions of official traffic control devices and signals applicable to vehicles, unless otherwise directed by a police officer; or unless the traffic signals are otherwise malfunctioning, including the failure of a vehicle detector to detect the vehicle. In the case of a malfunctioning light, operator must:

- (1) Stop at a clearly marked stop lines, but if none, stop before entering the crosswalk on the near side of the intersection, or, if none, stop before entering the intersection;
- (2) Yield the right-of-way to all vehicles in the intersection or approaching on an intersecting road, if the vehicles will constitute an immediate hazard during the time the driver is moving across or within the intersection or junction of roadways; and
- (3) Exercise ordinary care while proceeding through the intersection.

(f) Whenever authorized signs are erected that no right, left, or "U" turns are permitted, no person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall disobey the direction of any such sign, except where such person dismounts from the bicycle, electric bicycle, electric scooter, or personal assistive mobility device to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians. Any person operating a bicycle shall obey the instructions of official traffic signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.

(Ord. 1956-73. Passed 10-22-56.)

373.015 DEFINITIONS.

As used in this chapter, certain words are defined as follows:

- (a) "Bicycle" has the same meaning as defined in Section 301.04 of this Traffic Code.
- (b) "Bicyclist" means a person utilizing a bicycle, electric bicycle, electric scooter, or personal assistive mobility device.
- (c) "Electric bicycle" has the same meaning as defined in Section 301.105 of this Traffic Code.
- (d) "Electric scooter" means a device consisting of a long steering handle connected to a footboard that is mounted on two wheels and is propelled by an electric motor or another type of motor, designed such that the rider is able to keep both feet on the footboard while traveling either while standing or seated, and has an attainable speed on a paved level surface of not more than twenty miles per hour when propelled by the motor.

(e) “Personal assistive mobility device” means a self-balancing two non-tandem or single wheeled device that is designed to transport only one person, has an electric propulsion system of an average of seven hundred fifty watts, and has a maximum speed of no more than twenty miles per hour.

373.02 RIDING UPON SEATS; CARRYING PACKAGES; MOTORCYCLE HANDLE BARS; HELMETS AND GLASSES.

(a) For purposes of this section, “snowmobile” has the same meaning as given that term in Ohio R.C. 4519.01.

(b) No person operating a bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device shall ride other than upon or astride the permanent and regular seat attached thereto or carry any other person upon such bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device other than upon a firmly attached and regular seat thereon, and no person shall ride upon a bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device other than upon such a firmly attached and regular seat, or upon a footboard, should the design of the device not contain a regular seat.

(c) No person operating a motorcycle shall ride other than upon or astride the permanent and regular seat or saddle attached thereto, or carry any other person upon such motorcycle other than upon a firmly attached and regular seat or saddle thereon, and no person shall ride upon a motorcycle other than upon such a firmly attached and regular seat or saddle.

(d) No person shall ride upon a motorcycle that is equipped with a saddle other than while sitting astride the saddle, facing forward, with one leg on each side of the motorcycle.

(e) No person shall ride upon a motorcycle that is equipped with a seat other than while sitting upon the seat.

(f) No person operating a bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device shall carry any package, bundle, or article that prevents the driver from keeping at least one hand upon the handlebars.

(g) No bicycle, electric bicycle, electric scooter, personal assistive mobility device, or motorcycle shall be used to carry more persons at one time than the number for which it is designed and equipped. No bicycle, electric bicycle, electric scooter, or personal assistive mobility device, or motorcycle shall be operated on a highway when the handlebars rise higher than the shoulders of the operator when the operator is seated in the operator’s seat or saddle.

(h) (1) Except as provided in division (h)(3) of this section, no person shall operate or be a passenger on a snowmobile or motorcycle without using safety glasses or other protective eye device. Except as provided in division (h)(3) of this section, no person who is under the age of 18 years, or who holds a motorcycle operator’s endorsement or license bearing a “novice” designation that is currently in effect as provided in Ohio R.C. 4507.13,

shall operate a motorcycle on a highway, or be a passenger on a motorcycle, unless wearing a protective helmet on the person's head, and no other person shall be a passenger on a motorcycle operated by such a person unless similarly wearing a protective helmet. The helmet, safety glasses, or other protective eye device shall conform with rules adopted by the Ohio Director of Public Safety. The provisions of this paragraph or a violation thereof shall not be used in the trial of any civil action.

(2) A. Except as provided in division (h)(3) of this section, no person shall operate a motorcycle with a valid temporary instruction permit and temporary instruction permit identification card issued by the Registrar of Motor Vehicles pursuant to Ohio R.C. 4507.05 unless the person, at the time of such operation, is wearing on the person's head a protective helmet that conforms with rules adopted by the Ohio Director of Public Safety.

B. No person shall operate a motorcycle with a valid temporary instruction permit and temporary instruction permit identification card issued by the Registrar of Motor Vehicles pursuant to Ohio R.C. 4507.05 in any of the following circumstances:

1. At any time when lighted lights are required by Ohio R.C. 4513.03(A)(1);
2. While carrying a passenger;
3. On any limited access highway or heavily congested roadway.

(3) Divisions (h)(1) and (h)(2)A. of this section do not apply to a person who operates or is a passenger in an autocycle or cab-enclosed motorcycle when the occupant compartment top is in place enclosing the occupants.

(i) Nothing in this section shall be construed as prohibiting the carrying of a child in a seat or trailer that is designed for carrying children and is firmly attached to the bicycle, ~~or electric bicycle,~~ electric scooter, or personal assistive mobility device.

(j) Except as otherwise provided in this division, whoever violates divisions (b) through (g) or (h)(1) or (h)(2) of this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates divisions (b) through (g) or (h)(1) or (h)(2) of this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates divisions (b) through (g) or (h)(1) or (h)(2) of this section is guilty of a misdemeanor of the third degree.

(R.C. § 4511.53)

373.03 ATTACHING BICYCLES, ELECTRIC BICYCLES, ELECTRIC SCOOTERS, PERSONAL ASSISTIVE MOBILITY DEVICES, OR SLEDS TO VEHICLES.

(a) (1) No person riding upon any bicycle, electric bicycle, electric scooter, personal assistive mobility device, coaster, roller skates, skateboard, sled or toy vehicle shall attach the same or himself or herself to any vehicle upon a roadway.

(2) No operator shall knowingly permit any person riding upon any bicycle, electric bicycle, bicycle, electric scooter, personal assistive mobility device, coaster, roller skates, skateboard, sled or toy vehicle to attach the same or himself or herself to any vehicle while it is moving upon a roadway.

(3) This section does not apply to towing a disabled vehicle nor to the towing of a trailer designed for this purpose.

(b) Except as otherwise provided in this division, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

(c) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under R.C. § 4511.991.

(R.C. § 4511.54) (Ord. 1956-75. Passed 10-22-56.)

373.04 RIDING ON RIGHT SIDE OF ROADWAY; RIDING ABREAST.

It shall be legal to ride a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a street or public way, subject to the following:

(a) Every person operating a bicycle, ~~or electric bicycle~~, electric scooter, or personal assistive mobility device upon a roadway shall ride as near to the right side of the roadway as practicable obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) Persons riding bicycles, electric bicycles, electric scooters, personal assistive mobility devices, or motorcycles upon a roadway shall ride not more than two abreast in a single lane, except on paths or parts of roadways set aside for the exclusive use of bicycles, electric bicycles, or motorcycles.

(c) This section does not require a person operating a bicycle, ~~or electric bicycle~~, electric scooter, or personal assistive mobility device to ride at the edge of the roadway when it is unreasonable or unsafe to do so. Conditions that may require riding away from the edge of the roadway include when necessary to avoid fixed or moving objects, parked or moving vehicles, surface hazards, or if it otherwise is unsafe or impracticable to do so, including if the lane is too narrow for the bicycle or electric bicycle and an overtaking vehicle to travel safely side by side within the lane.

(d) A person riding a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a street shall yield the right-of-way to any pedestrian.

(e) When a bicycle, electric bicycle, electric scooter, or personal assistive mobility device is operated on the roadway, the operator shall give hand signals to other vehicle operators in the vicinity before turning or changing lanes. Such signals shall conform with the motor vehicle laws of Ohio. The signal shall be made not less than one time but is not required to be continuous. A bicycle, electric bicycle, electric scooter, or personal assistive mobility device operator is not required to make a signal if the bicycle, electric bicycle, electric scooter, or personal assistive mobility device is in a designated turn lane, and a signal shall not be given when the operator's hands are needed for the safe operation of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.

~~(d)~~ (f) Except as otherwise provided in this division, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

~~(e)~~ (g) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under R.C. § 4511.991.

(R.C. § 4511.55)

373.05 LIGHTS, SIGNAL DEVICES, BRAKES ON BICYCLES, ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND PERSONAL ASSISTIVE MOBILITY DEVICES.

(a) Every bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~, when in use at the times specified in Ohio R.C. 4513.03 or a substantially equivalent municipal ordinance, shall be equipped with the following:

(1) A lamp mounted on the front of either the bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ or the operator that shall emit a white light visible from a distance of at least 500 feet to the front and 300 feet to the sides. A generator-powered lamp that emits light only when the bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ is moving may be used to meet this requirement.

(2) A red reflector on the rear that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle;

(3) A lamp emitting either flashing or steady red light visible from a distance of 500 feet to the rear shall be used in addition to the red reflector. If the red lamp performs as a reflector in that it is visible as specified in division (a)(2) of this section, the red lamp may serve as the reflector and a separate reflector is not required.

(b) Additional lamps and reflectors may be used in addition to those required under division (a) of this section, except that red lamps and red reflectors shall not be used on the front of the bicycle or electric bicycle and white lamps and white reflectors shall not be used on the rear of the bicycle or electric bicycle.

(c) A bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ may be equipped with a device capable of giving an audible signal, except that a bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ shall not be equipped with nor shall any person use upon a bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ any siren or whistle.

(d) Every bicycle, ~~or electric bicycle, electric scooter, or personal assistive mobility device~~ shall be equipped with an adequate brake when used on a street or highway.

(ORC 4511.56)

373.06 LIGHTS AND REFLECTOR ON BICYCLE; BRAKES. (REPEALED)

(EDITOR'S NOTE: Section 373.06 was repealed as part of the 1979 updating and revision of these Codified Ordinances. See Section 373.05.)

~~373.07 RIDING BICYCLE ON RIGHT SIDE OF ROADWAY; TRAFFIC CONTROL DEVICES; HAND AND ARM SIGNALS; YIELD RIGHT-OF-WAY. EMERGING FROM ALLEY OR DRIVEWAY.~~

~~—Any person operating a bicycle shall:~~

~~—(a) (EDITOR'S NOTE: Division (a) was repealed as part of the 1979 updating and revision of these Codified Ordinances. See Section 373.04.)~~

~~—(b) Obey the instructions of official traffic control devices applicable to vehicles, unless otherwise directed by a police officer;~~

~~—(c) Before changing course, turning or stopping upon a roadway, exercise due care that the movement can be made with reasonable safety and give the hand and arm signals required by Section 331.15;~~

~~—(d) Yield the right-of-way to pedestrian and vehicular traffic upon the roadway as lawfully required;~~

~~—(e) Yield the right-of-way to a pedestrian upon a sidewalk;~~

~~(f) Give timely and audible signal before overtaking and passing a pedestrian upon a roadway or sidewalk.~~

The operator of a bicycle, electric bicycle, electric scooter, or personal assistive mobility device emerging from an alley, driveway, or building shall, upon approaching a sidewalk or

the sidewalk area extending across any alley or driveway, yield the right-of-way to all pedestrians approaching on such sidewalk area and upon entering the street shall yield the right-of-way to all vehicles approaching on such street.

373.08 RECKLESS OPERATION; CONTROL, COURSE AND SPEED.

No person shall operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device:

(a) Without due regard for the safety and rights of pedestrians and drivers and occupants of all other vehicles, and so as to endanger the life, limb or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;

(b) Without exercising reasonable and ordinary control over such bicycle, electric bicycle, electric scooter, or personal assistive mobility device;

(c) In a weaving or zigzag course, unless such irregular course is necessary for safe operation or in compliance with law;

(d) Without ~~both~~ one hands upon the handle grips, except when necessary to give the required hand and arm signals;

(e) At a speed greater than is reasonable and prudent under the conditions then existing;

(f) While wearing more than one earphone attached to a cell phone or other audio device; and

(g) While using a handheld electronic communications device or while writing, sending, or reading text-based communications.

373.09 PARKING OF BICYCLE, ELECTRIC BICYCLE, ELECTRIC SCOOTER, OR PERSONAL ASSISTIVE MOBILITY DEVICE.

(a) A bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall be parked in a designated bicycle, electric bicycle, electric scooter, or personal assistive mobility device parking area when provided. No person shall park a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk in such a manner so as to unduly interfere with pedestrian traffic or upon a roadway so as to unduly interfere with vehicular traffic.

(b) When a designated parking area is not provided, bicycles, electric bicycles, electric scooters, or personal assistive mobility devices shall be parked in such a manner as not to interfere with building entrances.

373.10 RIDING ON SIDEWALKS, PUBLIC WAYS, PATHS, OR TRAILS.

It shall be legal to ride a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk or public way, or upon any public path or trail, subject to the following:

- (a) Except as provided in this Code, a bicycle, electric bicycle, electric scooter, or personal assistive mobility device may be operated upon a sidewalk when sidewalks are available and not congested with pedestrian traffic. If the sidewalk is congested with pedestrian traffic, any bicycle, electric bicycle, electric scooter, or personal assistive mobility device using the sidewalk shall walk the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.
- (b) No person shall ride a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk along which signs have been erected by authority of the Mayor or Director of Public Safety prohibiting such bicycle, electric bicycle, electric scooter, or personal assistive mobility device riding.
- (c) A person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon and along a sidewalk, public way, path, or trail, or across a roadway upon and along a crosswalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian. This audible signal may be given by the voice or by a bell or other warning device capable of giving an audible signal and shall be given at a distance and in such a manner as not to startle a person being overtaken and passed.
- (d) A person operating a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk, before overtaking and passing a blind person carrying a white cane or guided by a dog, shall dismount and overtake or pass on foot, if necessary, for safety.
- (e) A person shall not operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device from a sidewalk so as to suddenly leave a curb or other place of safety and move into the path of a vehicle that is so close as to constitute an immediate hazard.
- (f) No person shall operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device on a sidewalk at a speed greater than an ordinary walk when approaching or entering a crosswalk or approaching or crossing a driveway if a vehicle is approaching the crosswalk or driveway, or if pedestrians are present.
- (g) No person shall operate a Class 3 electric bicycle on a sidewalk, public way, public path, or trail.
- (h) No person shall operate a bicycle, electric bicycle, electric scooter, or personal assistive mobility device upon a sidewalk ~~within a business district~~ or upon a sidewalk where signs are erected prohibiting such operation.

373.11 OPERATION OF MOTORIZED BICYCLES.

(a) No person shall operate a motorized bicycle upon a highway or any public or private property used by the public for purposes of vehicular travel or parking, unless all of the following conditions are met:

(1) The person is 14 or 15 years of age and holds a valid probationary motorized bicycle license issued after the person has passed the test provided for in this section, or the person is 16 years of age or older and holds either a valid commercial driver's license issued under Ohio R.C. Chapter 4506 or a driver's license issued under Ohio R.C. Chapter 4507 or a valid motorized bicycle license issued after the person has passed the test provided for in this section, except that if a person is 16 years of age, has a valid probationary motorized bicycle license and desires a motorized bicycle license, the person is not required to comply with the testing requirements provided for in this section.

(2) The motorized bicycle is equipped in accordance with the rules adopted under division (b) of this section and is in proper working order.

(3) The person, if under 18 years of age, is wearing a protective helmet on the person's head with the chin strap properly fastened and the motorized bicycle is equipped with a rearview mirror.

(4) The person operates the motorized bicycle when practicable within three feet of the right edge of the roadway obeying all traffic rules applicable to vehicles.

(b) The Director of Public Safety, subject to Ohio R.C. Chapter 119, shall adopt and promulgate rules concerning protective helmets, the equipment of motorized bicycles, and the testing and qualifications of persons who do not hold a valid driver's or commercial driver's license. The test shall be as near as practicable to the examination required for a motorcycle operator's endorsement under Ohio R.C. 4507.11. The test shall also require the operator to give an actual demonstration of the operator's ability to operate and control a motorized bicycle by driving one under the supervision of an examining officer.

(c) Every motorized bicycle license expires on the birthday of the applicant in the fourth or eighth year after the date it is issued, based on the period of renewal requested by the applicant. No motorized bicycle license shall be issued for a period longer than eight years. A person who is 65 years of age or older may only apply for a motorized bicycle license that expires on the birthday of the applicant in the fourth year after the date it is issued.

(d) No person operating a motorized bicycle shall carry another person upon the motorized bicycle.

(e) The protective helmet and rearview mirror required by division (a)(3) of this section shall, on and after January 1, 1985, conform with rules adopted by the Director under division (b) of this section.

(f) Whoever violates division (a), (d), or (e) of this section is guilty of a minor misdemeanor.

(ORC 4511.521) (Ord. 1990-41. Passed 11-26-90.)

Statutory reference:

Suspension of probationary motorized bicycle license by the State, see Ohio R.C. 4510.34

373.12 ELECTRIC BICYCLES AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES.

(a) (1) On and after January 1, 2020, manufacturers and distributors of electric bicycles shall permanently affix a label, in a prominent location, to each electric bicycle. The label shall specify whether the electric bicycle is a class 1, class 2, or class 3 electric bicycle, the top assisted speed that the electric bicycle is capable of reaching, and the motor wattage of the electric bicycle.

(2) No person shall modify an electric bicycle in a manner that changes the top assisted speed that the electric bicycle is capable of reaching unless the person also modifies the label required under division (a)(1) of this section to reflect the modification.

(b) (1) The manufacturer of an electric bicycle shall ensure that the electric bicycle complies with the equipment and manufacturing requirements for bicycles established by the consumer product safety commission under 16 C.F.R. §§ 1512 et seq.

(2) The manufacturer shall manufacture all class 1 electric bicycles and class 3 electric bicycles so that when the rider ceases pedaling the electric motor ceases to provide assistance. The manufacturer shall manufacture all class 2 electric bicycles so that when the rider applies the brakes or releases or activates a switch or similar mechanism the electric motor ceases to provide assistance.

(3) All class 3 electric bicycles shall be equipped with a speedometer that displays the speed of the electric bicycle in miles per hour.

(c) (1) The operation of a class 1 electric bicycle and a class 2 electric bicycle is permitted on a path set aside for the exclusive use of bicycles or on a shared-use path, unless the county, township, municipal corporation, other local authority, or state agency as defined in R.C. § 1.60 with control over the path by resolution, ordinance, or rule prohibits the use of a class 1 electric bicycle or class 2 electric bicycle on such a path.

(2) No person shall operate a class 3 electric bicycle on a path set aside for the exclusive use of bicycles or a shared-use path unless that path is within or adjacent to a highway or the county, township, municipal corporation, or local authority, or state agency as defined in R.C. § 1.60 with control over the path by resolution, ordinance, or rule authorizes the use of a class 3 electric bicycle on such a path.

(3) No person shall operate a class 1 electric bicycle, a class 2 electric bicycle, or a class 3 electric bicycle on a path that is intended to be used primarily for mountain biking, hiking, equestrian use, or other similar uses, or any other single track or natural surface trail that has historically been reserved for non-motorized use, unless the county, township, municipal corporation, other local authority, or state agency as defined in R.C. § 1.60 with control over the path by resolution, ordinance, or rule authorizes the use of a class 1 electric bicycle, a class 2 electric bicycle, or a class 3 electric bicycle on such a path.

(4) Divisions (c)(2) and (c)(3) of this section do not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, using an electric bicycle while in the performance of the officer's duties.

(d) (1) No person under 16 years of age shall operate a class 3 electric bicycle; however, a person under 16 years of age may ride as a passenger on a class 3 electric bicycle that is designed to accommodate passengers.

(2) No person shall operate or be a passenger on a class 3 electric bicycle unless the person is wearing a protective helmet that meets the standards established by the Consumer Product Safety Commission or the American Society for Testing and Materials.

(3) No person who is under fourteen years of age shall operate an electric personal assistive mobility device.

(e) (1) Except as otherwise provided in this division, whoever operates an electric bicycle in a manner that is prohibited under division (c) of this section and whoever violates division (d) of this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

(2) The offenses established under division (e)(1) of this section are strict liability offenses and strict liability is a culpable mental state for purposes of R.C. § 2901.20. The designation of these offenses as strict liability offenses shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.

(R.C. § 4511.522)

373.13 PARENT'S RESPONSIBILITY.

The parent and/or guardian of any child, under the age of 18, or of any ward, shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this chapter.

373.14 IMPOUNDING OF BICYCLES, ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND PERSONAL ASSISTIVE MOBILITY DEVICES.

(a) Whenever any person operates a bicycle, electric bicycle, electric scooter, or personal assistive mobility device in violation of any section of this Traffic Code, the bicycle, electric bicycle, electric scooter, or personal assistive mobility device may be seized by any member of the Police Department and the Chief of Police shall have the authority to impound any bicycle, electric bicycle, electric scooter, or personal assistive mobility device

at the police station. An impounded bicycle, electric bicycle, electric scooter, or personal assistive mobility device shall not be released to a minor.

(b) When any bicycle, electric bicycle, electric scooter, or personal assistive mobility device has been seized and so impounded, notice shall be made forthwith by the police department to the owner of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device or, in the event the person is a minor under the age of 18 years, such notice shall be made to the parent or guardian of the licensee of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device. The notice shall contain a full explanation of the reason for seizing and impounding the bicycle, electric bicycle, electric scooter, or personal assistive mobility device.

(c) Any bicycle, electric bicycle, electric scooter, or personal assistive mobility device impounded under the provisions of this Traffic Code shall be surrendered to the owner or to the parents or guardian of any minor upon showing sufficient proof of ownership of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device, but nothing herein shall relieve the offender of any penalty that may be imposed under the general penalty section of this chapter.

(d) It shall be the duty of the police officer or the person in charge of records to keep in an appropriate book or file the names and addresses of all owners of bicycles, electric bicycles, electric scooters, or personal assistive mobility devices impounded, the name and address of the violator if they are not the owner, the license number and the serial number of the bicycle, electric bicycle, electric scooter, or personal assistive mobility device, together with the nature and circumstances of each violation, as well as the disposition of each case.

373.99 PENALTY.

(EDITOR'S NOTE: See Section 303.99 for general Traffic Code penalty if no specific penalty is provided.)

RESOLUTION NO. 2026 - 23

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO CONTRACT WITH SPORTMASTER SPORT SURFACES AND ITS AUTHORIZED INSTALLER, INDUSTRIAL SURFACE SEALER, INC. THROUGH EQUALIS GROUP FOR THE RENOVATION OF TENNIS AND PICKLEBALL COURTS, AND AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE RENOVATIONS, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, on July 15, 2014, the City of Parma Heights became a member of the Sourcing Alliance [now known as Equalis Group], a purchasing cooperative; and

WHEREAS, SportMaster Sport Surfaces is listed as a cooperative purchasing contractor with Equalis Group, a vendor of sports construction services; and

WHEREAS, Industrial Surface Sealer, Inc., an authorized installer of SportMaster Sport Surfaces surfacing material pursuant to Equalis Group Contract Number COG-2138B, submitted an industrial tennis estimate on March 3, 2026, as set forth in “Exhibit A, as amended”, attached hereto, and made a part hereof as though fully rewritten, for the renovation of tennis and pickleball courts; and

WHEREAS, the City of Parma Heights was awarded \$50,000.00 in grant funding from the Cuyahoga County Community Development Supplemental Grant Program for the Greenbrier Commons Pickleball Court Replacement Project to contribute to this larger renovation of the tennis and pickleball courts; and

WHEREAS, Council may authorize the Agreement through the City’s membership in the Sourcing Alliance [now known as Equalis Group], a purchasing cooperative, pursuant to Article V Sections 1 and 6 of the Charter, and Ohio Revised Code Section 9.48 without a competitive bidding process.

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

Section 1: The Administration is hereby authorized and directed to contract with Industrial Surface Sealer, Inc., an authorized installer for SportMaster Sport Surfaces through Equalis Group Contract Number COG-2138B for renovation of tennis and pickleball courts, pursuant to the forms identified as “Exhibit A, as amended” attached hereto, and made a part hereof as though fully rewritten.

Section 2: The Administration is hereby authorized and directed to expend funds in the amount of \$232,355.00, subject to incidental change orders not to exceed ten percent (10%) of the contract, for the renovation of tennis and pickleball courts, pursuant to the forms identified as “Exhibit A, as amended”, attached hereto, and made a part hereof as though fully rewritten.

Section 3: The Administration is hereby authorized and directed to execute all necessary

agreements and to take any further actions necessary to contract for the renovation identified in “Exhibit A, as amended”, attached hereto and made a part hereof as though fully rewritten.

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 it is necessary to renovate the tennis and pickleball courts during appropriate weather months and at a time that the Equalis Group contractor has availability during that limited season; 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, AS AMENDED

INDUSTRIAL SURFACE SEALER, INC.
4000 E 86th St.
Cleveland, OH 44105-3914 US
+12164083448
www.industrialsurface.com

**Industrial Tennis
Estimate**

ADDRESS

Sandie Agresta/Mike Sedlak
City of Parma Heights
6281 Pearl Road
Parma Hts., OH 44130

SHIP TO

Sandie Agresta/Mike Sedlak
City of Parma Heights
6281 Pearl Road
Parma Hts., OH 44130

INDUSTRIAL TENNIS

ESTIMATE #

8284

DATE

03/03/2026

SALES REP

Carl Gedeon

Sportmaster Sports Surfacing contractor.
Sportmaster/Equalis
Contract # COG-2138B

DATE	ACTIVITY	AMOUNT
	Services	
	PARMA HTS	0.00
	ALL PRICES HAVE been adjusted per National EQUALIS rates. Prices to be at or below national EQUALIS rates.	
	3 Tennis / 7 pickleball =	
	In front area = 3 Tennis + 4 Pickleball	
	In back area = 3 Pickleball (Per Mike Sedlak)	
	Submitter: Industrial Surface (www.industrialsurface.com)	
	Carl J. Gedeon - President	
	ALL PRICES HAVE been adjusted per National EQUALIS rates	
	Use 60% Material and 40% Labor if you need to break costs down more.	
	NOTES -	
	Adding CORE drill through cement - significant amount of work /Special bits/Auger	
	- Purple change - same price	
	- Registering for Ohio Buys - Should be on list shortly	
	Back area - Small fence to be taken down by Parma Hts	
	Sewer is to be cleaned out for good water flow by Parma Hts. Clogged sewers will cause water not to flow off courts.	
	- 2 year limited warranty on coatings	
	- 1 year limited warranty on asphalt	
	Services	0.00
	Sportmaster Sports Surfacing contractor.	
	Sportmaster/Equalis	
	Contract # COG-2138B	
	Contractor Notes	0.00
	Location: 6200 Pearl Rd, Parma Hts	
	Scope of Work:	
	Normal wage rates apply	
	- Payments due on completion of each step - Asphalt (Step 1) , posts (Step 2) , Color (Step 3)	
	Services	89,440.00
	Asphalt Paving - Approx. 28,200 S/F -Open Market	
	- EQUALIS Adjusted	
	Install MPM30® Paving FABRIC over WHOLE court ****	

DATE	ACTIVITY	AMOUNT
	Front set of court - 3 Tennis + 4 Pickleball	
	Remove existing net posts	
	Sweep existing courts	
	Crack fill cracks larger than " in width	
	Install a tack coat on existing asphalt	
	Install " of 448 Type 1 Virgin leveling course	
	Install MPM30® Paving FABRIC over WHOLE court ****	
	Install 1 " of 448 Type 1 Virgin	
	Gutter seal edges	
	Curbs and water flow need to be handled by city	
	Goal is to have water flow OFF the court surface	
	Prev Wage in	
	Services	29,500.00
	Alternate – Pickleball + Basketball Court – Approx. 5,700 S/F -Open Market	
	Net Posts + Fencing to be removed by others	
	Sweep existing courts	
	Crack fill cracks larger than " in width	
	Install a tack coat on existing asphalt	
	Install " of 448 Type 1 Virgin leveling course	
	Install MPM30® Paving Fabric ****	
	Install 1 " of 448 Type 1 Virgin	
	Gutter seal edges	
	Asphalt original quote - Prev Wage in	
	Resurfacer 2	0.00
	Apply 2 coats of Acrylic resurfacer to entire area.	
	Color 2	0.00
	Apply 2 coats of Sportmaster Color Plus system to entire area.	
	Services	52,170.00
	Tennis and Pickleball area -- Bigger area 28,200 SF @ 1.85 per SF	
	3 tennis and 4 pickleball	
	2 coats Resurfacer/ 2 coats color/ Lines	
	2 different colors on Tennis + 3 colors on Pickleball courts	
	Tennis lines	4,700.00
	Paint play lines according to USTA standards.	
	3 tennis lines 3 x 900 = 2700	
	4 pickleball 4 x 500 = 2000	
	=====	
	4700	
	Services	10,545.00
	Tennis and Pickleball area -- smaller area 5700 SF @ 1.85 per SF	
	on back area	
	3 pickleball	
	2 coats Resurfacer/ 2 coats color/ Lines	
	2 different colors	
	Tennis lines	1,500.00
	Paint play lines according to USTA standards. on back area	
	3 pickleball 3 x 500 = 1000	
	Services	12,000.00
	TENNIS COURTS (3)	
	ALL NEW	
	Cement install , Net, Posts, Anchors, cement and Hardware -	
	Services	24,500.00
	Pickleball Courts (7)	
	ALL NEW	

DATE	ACTIVITY	AMOUNT
	Cement install , Pickleball Net, Posts, Anchors, cement and Hardware -	
	Services	8,000.00
	CEMENT UNDER COURT - OLD ICE SKATE ARENA was there in past Will need to chisel through cement to install posts in ground \$ 400 x 20 post sleeves total = Special auger and cement bits to dig through layers of CONCRETE	
	Sport Resurfacing Disclaimer	0.00
	Industrial Surface is not responsible for the following. Painting under mesh fencing on the ground unless it is at least 2" off the court surface. Painting around the outside perimeter of the fence. Unless specified. Low spots, birdbaths, depressions, or standing water on the court surface from prior asphalt. We are not changing the grade of the slope with 2 inches of asphalt Repairing damages to the court surface before & after our coatings are applied unless our personnel caused it.	
	Court layouts, color schemes & line dimensions will be up to our discretion unless we are provided with acceptable specifications. Sign off required Permanent closure of cracks is not guaranteed unless membraned cracks apply	
	New asphalt must be cured for 20-25 days before coating can be applied.	
	Note-Carl	0.00
	Carl-Industrial Surface www.industrialsurface.com (216) 408-3348 (cell) (216) 341-2662 (office) carl@industrialsurface.com	
	Services	0.00
	Sportmaster Sports Surfacing contractor. Sportmaster/Equalis Contract # COG-2138B	
	References 1	0.00
	References: Over 900 + courts done in the last 30 years - Amherst High School - 2025 - Oberlin College - 2025 - Park Place - 747 Alpha Drive, Highland Hts - Hawken High School - Gates Mills - Kenston High School (2024) - Aberdeen HOA , Highland Hts - Next to Stonewater Country Club - Richfield Village - 6 Pickleball Courts + 3 Tennis (2024) - Fairview Park - Morton Park - City of Strongsville - Town Center - 12 Pickleball + 4 Tennis (2024) + Basketball - Avon Lake - Premier Indoor Pickleball - 16 Indoor Pickleball - Pin Oak Drive, Avon - 50,000 SF - Concord Park - 1 Bball + 2 Tennis - Willoughby - Osborne Parl - 12 Pball - Lerner - Private residence - Hunting Valley - Medina High School - Copley High School - Beachwood - 6 Pickleball - Behind pool on Fairmont Rd - Tri City Park -Westlake - 12 Pickleball Courts - North Ridgeville High School - 5 courts - Avon High School - 8 Tennis + 5 Pickleball - John Carroll University (last year) - 6 Tennis - Laurel School (8 courts - 2 each year) - Rocky River (Linden Park) - 4 Tennis	

DATE	ACTIVITY	AMOUNT
	- Westlake Rec center -Senior Center (4 courts)	
	- Hudson Barlow Park - 12 Pickleball + 5 Tennis	
	- Glenwillow Pickleball courts	
	- Independence City Courts (4 tennis / 6 Pickleball) - Selig Drive - 5 years ago	
	- Orange Village - Pickleball courts	
	- Lakes of Orange	
	- Oranewood HOA	
	- City of Akron (Waters Park) - 6 Pickleball courts	
	- Mentor - 16 pickleball courts (8 years ago) - By ice arena	
	many others, etc...	
	TOTAL	\$232,355.00

Accepted By

Accepted Date



March 4, 2026

RE: Authorization of Industrial Surface Sealer, Inc. as Authorized Installer

Contract No. COG-2138B | SportMaster Sport Surfacing Systems

To Whom It May Concern:

Equalis Group hereby confirms that Industrial Surface Sealer, Inc. is an authorized installer of SportMaster sport surfacing systems under Contract Number COG-2138B, issued through the Equalis Group cooperative purchasing program.

Contract COG-2138B was competitively solicited and awarded through the Cooperative Council of Government's procurement process in full compliance with applicable public procurement requirements. The contract encompasses the supply of SportMaster sport surfacing materials as well as professional installation services performed by authorized installer.

Industrial Surface Sealer, Inc. has been designated as an authorized applicator under Contract COG-2138B and is expressly authorized to perform installation services on behalf of SportMaster for projects procured through this contract. Any work performed by Industrial Surface Sealer, Inc. under COG-2138B shall be considered fully compliant with the terms and conditions of the cooperative contract with SportMaster sport surfacing systems.

Should you require additional information regarding Contract COG-2138B, the scope of authorized installation services, or the Equalis Group cooperative purchasing program, please do not hesitate to contact me.

Sincerely,

David Robbins

Director – Product Development, Equalis Group

c: 330.328.9552 | o: 216.478.1070

e: DRobbins@EqualisGroup.org

AUTHORIZED INSTALLER

SportMaster®
SPORT SURFACES

SportMaster®

PO Box 2277

Sandusky, Ohio 44870

Phone: 419-626-4375

Toll Free: 800-395-7325 (U.S.)

FAX: 419-626-5477



Industrial Surface Sealer, Inc. – Cleveland, OH

Factory Authorized - Installers of SportMaster® Sport Surfacing Systems

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Jeff Gearheart – Director of SportMaster® Sport Surfaces
jeff@sportmaster.net • www.sportmaster.net

SportMaster®
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RESOLUTION NO. 2026 - 26

A RESOLUTION OF THE CITY OF PARMA HEIGHTS, OHIO SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH)

WHEREAS, the Ohio legislature and the Governor created AMERICA250-OH in 2021 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and Ohio’s integral role in that event and the role of its people on the nation’s past, present, and future; and

WHEREAS, AMERICA250-OH hopes to engage ALL Ohioans and ALL 88 counties through their many signatures and officially recognized programs, projects, and events over the next several years by inspiring future leaders and celebrating all Ohioans contributions to the nation over the last 250 years; and

WHEREAS, by adoption of the AMERICA250-OH Resolution, we hope to educate, preserve, innovate, and celebrate.

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

Section 1: That the Administration and Council hereby endorse AMERICA250-OH and their mission to educate, preserve, innovate, and celebrate EVERY Ohioan in EVERY county.

Section 2: The Clerk of Council is directed to send a copy of this Resolution to the Municipal Legislative Delegation and AMERICA250-OH Commission.

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

Section 4: That this Resolution shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

RESOLUTION NO. 2026 - 30

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights entered into a regional Stormwater Management Program Service Agreement (SMP Service Agreement); and

WHEREAS, as a component of implementing a regional stormwater management program, a “Community Cost-Share Account” has been created; and

WHEREAS, the Community Cost-Share Account is to provide funding to assist the City of Parma Heights with NEORS-approved projects; and

WHEREAS, NEORS supports the Community Cost-Share Street Sweeper Maintenance Project (the “Project”) as a Community Cost-Share project proposed by the City; and

WHEREAS, the City desires to enter into a Cost-Share Agreement with NEORS.

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 on behalf of the Municipality a Community Cost-Share Agreement for the Street Sweeper Maintenance Project by and between the Northeast Ohio Regional Sewer District and the City of Parma Heights, as described in Exhibit “1”, attached hereto and incorporated by reference, and is authorized and directed to expend up to fifteen thousand dollars (\$15,000.00) allocated from the City’s Community Cost-Share Account.

Section 2: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to apply for, receive, and/or expend funds and/or awards in furtherance of the Street Sweeper Maintenance Project and/or this Community Cost-Share Agreement.

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 the Municipality, and for the further reason that it is immediately necessary to comply with Community Cost-Share

requirements and avoid a disruption in public service; 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: _____

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT 1

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF PARMA HEIGHTS**

This Agreement is made and entered into this _____ day of _____, 2026, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and City of Parma Heights (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20__ (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Street Sweeper Maintenance project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
 - 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, in accordance with the *Community Cost-Share Program Policy*.
 - 1.1.3 Notify the City’s Watershed Team Leader at least seven (7) business days prior to the start of the Project.

- 1.1.4 Meet with District staff when requested to review the Project status.
 - 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
 - 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
 - 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
 - 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
 - 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.
 - 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
 - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District’s Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1 Allocate \$15,000.00 to the City for the Project from the City’s Community Cost-Share Account.
 - 2.1.2 Provide reimbursement of funds up to \$15,000.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4 Acknowledge the City in presentations or publications related to the Project.
- 2.2 The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses of any nature, kind or description, that result from and to the extent caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to the suitability of the design/fitness for a particular purpose.

Article 3.0 **Dispute Resolution**

- 3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Senior Watershed Team Leader	Finance Director

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mayor

- 3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator

shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

- 4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

Article 5 **Counterpart Signatures**

- 5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

- 6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

- 8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution

Exhibit "B" – City Ordinance/Resolution

Exhibit "C" – District-Approved Community Cost Share Application

[signature on the following page]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF PARMA HEIGHTS

By: _____

Title: _____

The Legal Form and Correctness of this Instrument is hereby Approved:

CITY OF PARMA HEIGHTS

Assistant/Director of Law

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR NEORS D USE]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF PARMA HEIGHTS

FOR

COMMUNITY COST-SHARE PROJECT:

STREET SWEEPER MAINTENANCE PROJECT

Total Approximate Cost: \$15,000.00

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

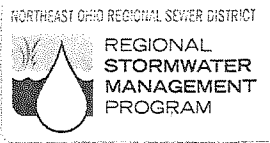
Date

The legal form and correctness of the within instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

Budget Center 8100



Community Cost-Share Program APPLICATION

Member Community Information

Community: City of Parma Heights

Primary Project Contact: Robert Satow
(Name & Title) Director of Finance

Mailing Address: 6281 Pearl Road
Parma Heights, Ohio 44130

Phone Number: 440-340-4821

Email: rsatow@parmaheights.us

Project Information

Project Title: Street Sweeper Maintenance

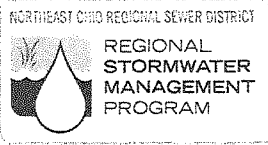
Address or Location of Project: 6281 Pearl Road
Parma Heights Ohio 44130

Project Start Date: March 1, 2026

Project End Date: December 31, 2026

Community Cost-Share Fund Request: \$15,000.00

Submission Date: 3/10/2026



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City of Parma Heights operates a municipal street sweeping program to reduce sediment, debris, and pollutants entering the local stormwater system and ultimately Lake Erie. This project includes the maintenance and repair of the City's Bucher VT651 street sweeper and the purchase of replacement components such as filters, hydraulic parts, brooms, and related equipment. These improvements ensure the sweeper remains fully operational and capable of removing roadway debris and sediment that can contribute to storm sewer blockages and water quality degradation.

The Parma Heights Service Department will operate and maintain the equipment as part of its routine street sweeping and stormwater management program. Regular maintenance and inspections will ensure reliable performance and continued roadway cleaning throughout the community. This project benefits residents and businesses by improving stormwater quality, reducing pollutants entering the sewer system, and supporting a cleaner local environment.

No permitting requirements.



2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The Parma Heights Service Department will operate and maintain the equipment as part of its routine street sweeping and stormwater management program. Regular maintenance and inspections will ensure reliable performance and continued roadway cleaning throughout the community.

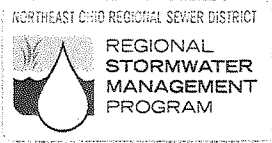


3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

Public outreach is not necessary for this project because it involves the maintenance and repair of existing municipal equipment used for routine street sweeping operations.



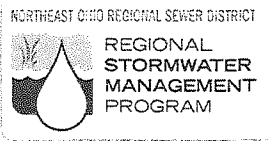
4) Budget Summary (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The project budget includes the maintenance, repair, and replacement of operational components for the City of Parma Heights' Bucher VT651 street sweeper. Costs include replacement sweeping brooms, hydraulic components, filters, oils, lighting equipment, and associated labor required to restore and maintain the equipment in proper operating condition. These expenses ensure the street sweeper remains fully functional and capable of removing sediment, debris, and pollutants from roadways before they enter the storm sewer system.

All work was performed by a qualified equipment service provider, and the City Service Department will operate and maintain the sweeper as part of its routine municipal street sweeping program to support ongoing stormwater quality improvements.



Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials	\$15,000.00	Material & Equipment Components
Other		
TOTAL	\$ 15,000.00	

RESOLUTION NO. 2026 - 31

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO REGISTER FOR THE CITY OF PARMA HEIGHTS, OHIO, AND TO PARTICIPATE IN THE ROAD SALT CONTRACT TO BE AWARDED BY THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR 2026, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights, Cuyahoga County, Ohio (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the terms and conditions in its participation of the ODOT road salt contract as listed below.

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 of the City of Parma Heights, Ohio is hereby authorized and directed to register for participation and execute, on behalf of said Political Subdivision, a written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt contract in accordance with Ohio Revised Code 5513.01(B) and Council hereby authorizes and agrees to all of the following terms and conditions in its participation of the ODOT road salt contract during 2026, as follows:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and

d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract’s effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to the ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 1, 2026 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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

Section 3. The Clerk of Council is hereby directed to certify a signed copy of this Resolution and to deliver same to ODOT and to the Director of Public Service for submission to ODOT so as to comply with the following notification posted by ODOT: PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

Section 4. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of said City and for the further reason it is necessary to register for participation in ODOT's 2026 Road Salt Contract by ODOT's deadline of May 1, 2026; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

ORDINANCE NO. 2026 - 32

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH PUBLIC CONSULTING GROUP, LLC FOR PERSONAL SERVICES NEEDED FOR THE IMPLEMENTATION OF THE OHIO AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM FOR EMERGENCY MEDICAL SERVICES, AND AUTHORIZING THE EXPENDITURE OF FUNDS

WHEREAS, the City of Parma Heights, through the Parma Heights Fire Department, provides Emergency Medical Services (EMS) to persons in emergency situations throughout the City of Parma Heights; and

WHEREAS, many of the persons receiving emergency medical services are Medicaid recipients; and

WHEREAS, Medicaid reimbursement rates for ambulance services have not kept pace with the actual cost of providing those services, placing immense financial pressure on departments across the state; and

WHEREAS, the Ohio Department of Medicaid (ODM) has introduced a solution – the Ohio Ambulance Supplemental Payment Program (ASPP) – designed to bridge the funding gap and help EMS providers remain financially viable; and

WHEREAS, this program will allow public ambulance providers to receive supplemental Medicaid payments that account for some of the difference between what it costs to provide transport services and what Medicaid currently reimburses;

WHEREAS, Public Consulting Group (PCG) has extensive experience in the design and implementation of Medicaid supplemental payment programs covering every aspect of the ASPP process, from initial program development and cost analysis to ongoing administrative support and compliance management; and

WHEREAS, Council may authorize the personal services described in the agreement between the City of Parma Heights and Public Consulting Group, LLC, in the form identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

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

Section 1: The Administration is hereby authorized and directed to enter into, on behalf of the City, an Agreement with Public Consulting Group, LLC for personal services needed for the implementation, administrative support, and compliance management of the Ohio Ambulance Supplemental Payment Program for Emergency Medical Services (EMS), in the form identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten, and to expend funds

for personal services in satisfaction of the agreement.

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between the Parma Heights Fire Department (“CLIENT”) and Public Consulting Group LLC (“PCG”) as March 27th, 2026 (“Effective Date”).

WHEREAS, The Centers for Medicare & Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** The Agreement will be effective from the Effective Date through three (3) full Medicaid cost reporting periods, in addition to an initial or partial reporting period that will extend from the date the Ambulance Supplemental Payment Program (ASPP) is approved to the end of the first cost reporting period, with the option for CLIENT to extend the Agreement for an additional three (3) full Medicaid cost reporting periods, by indicating the exercise of such option in writing to PCG, unless this Agreement is terminated earlier pursuant to Section 4. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.
- a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
- b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:

Attn: Legal

Public Consulting Group LLC
148 State Street, 10th FloorBoston, MA 02109
dhartnagel@pcgus.com**For CLIENT:**Matt Bernard
Fire Chief
Parma Heights Fire Department
6184 Pearl Road
Parma Heights, OH 44130
mbernard@parmaheights.us
440-885-1414

6. Relationship of the Parties

- a.** The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
 - b.** PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
 - c.** Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d.** PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
- 7. Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
- 8. Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
- 9. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
- 10. Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.

- 11. Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the “Disclosing Party”) may convey to the other party (the “Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party. The parties acknowledge that the following is subject and subservient to any applicable public records law.
- a.** “Proprietary or Confidential Information” is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.
 - b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
 - c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
 - d.** The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.

- e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.
- j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

- i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- l.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
- n.** Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- o.** This Agreement and its terms shall be treated as Proprietary and Confidential Information.

12. As-Is Information and Data

The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying

the accuracy or completeness of any information received by CLIENT. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered.

13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of Ohio, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of Ohio shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

20. Miscellaneous

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c. Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
- d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

- f. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

- g. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PARMA HEIGHTS FIRE DEPARTMENT

PUBLIC CONSULTING GROUP LLC

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**ATTACHMENT A
CONTRACTED SERVICES**

Ambulance Supplemental Payment Program (ASPP) and Other Consulting Services

- A. CLIENT provides ambulance and medical services some of which will qualify for the ASPP Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and the PCG shall complete the required paperwork for CLIENT to participate in the ASPP.
- C. PCG shall design and develop a Medicaid ASPP, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.
- D. PCG will provide all documentation needed by the Ohio Department of Medicaid (ODM) to facilitate the establishment of the ASPP.
- E. PCG will support CLIENT and ODM to obtain approval of the ASPP, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- F. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to ODM within the time frame prescribed by ODM.
- G. PCG shall have knowledge of the applicable data and cost reporting principles specified in Ohio and federal statutes.
- H. PCG will conduct stakeholder meetings to educate CLIENT on the existing Medicaid Supplemental Payment opportunity.
- I. PCG will draft program plan and supplemental payment strategy to best align with the needs of CLIENT.
- J. PCG will work with CLIENT and other stakeholder providers to engage the State of Ohio.
- K. PCG will develop CMS Compliance Program Effectiveness (CPE) approval documents, including state plan amendment, cost reporting template, program manual, and public notice of intent.

- L. PCG will develop CMS Intergovernmental Transfer (IGT) program approval documents, including Preprint Form, program model, and payment process.
- M. PCG will facilitate ongoing discussions with the State of Ohio through program design, approval, and implementation process.
- N. PCG will assist CLIENT in negotiations with CMS through the ASPP program approval process.
- O. PCG will assist CLIENT in negotiations with MCOs through IGT agreement development
- P. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- Q. PCG will provide CLIENT and other stakeholder providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- R. CLIENT will provide PCG with all of the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.
- S. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.
- T. If the completed cost report is rejected by ODM, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- U. PCG shall keep CLIENT informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- V. PCG shall support CLIENT in establishing the legal and operational ground to participate in the ASPP program.
- W. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- X. PCG shall monitor claims and cash flows of ASPP program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.

- Y. If, as a result of an audit by any governmental or regulatory agency, including but not limited to ODM, a refund is required by CLIENT, PCG agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded and will otherwise not be liable for any other costs, fees, expenses, damages, or amounts.

ATTACHMENT B COMPENSATION

In consideration for the Contracted Services, CLIENT will pay PCG 10% of the federal share portion of reimbursements received by CLIENT under the ASPP program (from both FFS and MCO settlements based on total settlement received per reporting period) for each cost report PCG submits on CLIENT's behalf per state fiscal year cost reporting cycle set forth in this Agreement.