



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

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES:

- **OCTOBER 23, 2023 – CITY COUNCIL MEETING**

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: NONE AT THIS TIME

PUBLIC SESSION

LEGISLATION

Second Reading

1. ORDINANCE NO. 2023 – 65

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR SAFETY CAMERA SERVICES, EXPEND FUNDS PURSUANT TO THAT AGREEMENT, AND DECLARING AN EMERGENCY, AS AMENDED

2. ORDINANCE NO. 2023 – 67

AN ORDINANCE AMENDING CHAPTER 194 ENTITLED “EARNED INCOME TAX REGULATIONS EFFECTIVE BEGINNING JANUARY 1, 2016” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

First Reading

3. ORDINANCE NO. 2023 – 72

AN ORDINANCE TO ACCEPT AN EASEMENT ON PARMA PROPERTY IN PARMA, OHIO ON STUMPH ROAD FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A CITY OF PARMA HEIGHTS TRAFFIC DEVICE IN THE CITY OF PARMA, AND DECLARING AN EMERGENCY

4. ORDINANCE NO. 2023 – 73

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WEISMAN, KENNEDY & BERRIS, CO., L.P.A. AND PLEVIN & GALLUCCI COMPANY, L.P.A. FOR VARIOUS PROFESSIONAL SERVICES, AND DECLARING AN EMERGENCY

5. ORDINANCE NO. 2023 – 74

AN ORDINANCE AUTHORIZING THE CREATION OF A SCHOOL ZONE SAFETY FUND, NO. 2904, FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

6. ORDINANCE NO. 2023 – 75

AN ORDINANCE TO ESTABLISH APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO DURING THE PERIOD OF JANUARY 1, 2024 TO AND INCLUDING DECEMBER 31, 2024, AND DECLARING AN EMERGENCY

7. RESOLUTION NO. 2023 – 76

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AGREEMENTS TO SECURE INSURANCE COVERAGE FOR THE EMPLOYEES OF THE CITY OF PARMA HEIGHTS WITH MEDICAL MUTUAL OF OHIO, AND DECLARING AN EMERGENCY

8. ORDINANCE NO. 2023 – 77

AN ORDINANCE AMENDING CHAPTER 1105 ENTITLED “STORM WATER MANAGEMENT, SEDIMENT AND EROSION CONTROL AND WETLANDS PROTECTION” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND RENAMING CHAPTER 1105 “EROSION AND SEDIMENT CONTROL”

9. ORDINANCE NO. 2023 – 78

AN ORDINANCE ESTABLISHING AND ENACTING CHAPTER 1106 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “COMPREHENSIVE STORMWATER MANAGEMENT” TO PROVIDE FOR A NEW CHAPTER OF THE PLANNING AND ZONING CODE

10. ORDINANCE NO. 2023 – 79

AN ORDINANCE ESTABLISHING AND ENACTING CHAPTER 1107 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “RIPARIAN SETBACKS” TO PROVIDE FOR A NEW CHAPTER OF THE PLANNING AND ZONING CODE

11. ORDINANCE NO. 2023 – 80

AN ORDINANCE ESTABLISHING AND ENACTING CHAPTER 1108 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “WETLAND SETBACKS” TO PROVIDE FOR A NEW CHAPTER OF THE PLANNING AND ZONING CODE

12. ORDINANCE NO. 2023 - 81

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH RICHARD L. BOWEN + ASSOCIATES, INC. TO SERVE AS CITY ENGINEER, AND PROVIDING FOR PAYMENT FOR SERVICES RENDERED THEREUNDER, AND DECLARING AN EMERGENCY

13. RESOLUTION NO. 2023 – 82

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO PURCHASE ONE (1) FIRE PARAMEDIC VEHICLE FROM BURGESS AMBULANCE SALES AT A STATE PURCHASE PRICE OF \$329,557.00, AND DECLARING AN EMERGENCY

ADJOURNMENT

ORDINANCE NO. 2023 – 65

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR SAFETY CAMERA SERVICES, EXPEND FUNDS PURSUANT TO THAT AGREEMENT, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, Flock Safety cameras provide law enforcement agencies with the tools needed to increase the effectiveness of public safety efforts, target crime efficiently and objectively, and help provide the information police need to stop crime; and

WHEREAS, Flock Group Inc. offers a software and hardware solution for image detection and recording; and

WHEREAS, the City is desirous of accessing the Flock Group Inc.’s safety camera services in order to create, view, search, and archive footage and receive notifications, including those from non-agency users of the Flock service, (where there is an investigative or bona fide lawful purpose), such as schools, neighborhood homeowners associations, businesses, and individual users.

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

Section 1: The Administration is authorized and directed to enter into a Master Services Agreement between the City of Parma Heights and Flock Group Inc. for safety camera services in the form as identified as Ordinance Exhibit “A” attached hereto, and made a part hereof as though fully rewritten, and to expend funds for those professional services.

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

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to secure current pricing and to avoid any disruption of public safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

ORD. EXHIBIT A,
as amended

Flock Safety + OH - Parma Heights PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Myron Maret
myron.maret@flocksafety.com
(404) 631-6599

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features

Simplified Search

Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:

- Vehicle make
- Body type
- Color
- License plates
 - Partial tags
 - Missing tags
 - Temporary tags
 - State recognition
- Decals
- Bumper stickers
- Back racks
- Top racks

National and Local Sharing

Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:

California SVS
FDLE
FL Expired Licenses
FL Expired Tags
FL Sanctioned Drivers
FL Sex Offenders
Georgia DOR
IL SOS
Illinois Leads
NCIC
NCMEC Amber Alert
REJIS
CCIC
FBI

Real-time Alerts

Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.

Interactive ESRI Map

View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.

Vehicle Location Analysis

Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <ul style="list-style-type: none"> √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance 	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <ul style="list-style-type: none"> √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case 	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <ul style="list-style-type: none"> √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

flock safety

EXHIBIT A ORDER FORM

Customer: OH - Parma Heights PD	Initial Term: 60 Months
Legal Entity Name: OH - Parma Heights PD	Renewal Term: 24 Months
Accounts Payable Email: sscharschmidt@phpd.us	Payment Terms: Net 30
Address: 6184 Pearl Rd Parma Heights, Ohio 44130	Billing Frequency: Annual Plan - First Year Invoiced at Signing.
	Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$25,000.00 <u>\$32,500.00</u>
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	10 <u>13</u>	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
<u>Flock Safety Professional Services</u>			
Professional Services - Standard Implementation Fee	\$650.00	<u>3</u>	<u>\$1,950.00</u>

Subtotal Year 1: ~~\$25,000.00~~ \$34,450.00

Annual Recurring Subtotal: ~~\$25,000.00~~ \$32,500.00

Discounts: ~~\$25,000.00~~ \$32,500.00

Estimated Tax: \$0.00

Contract Total: ~~\$125,000.00~~ \$164,450.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a **Renewal Term**”).*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$25,000.00 <u>\$34,450.00</u>
Annual Recurring after Year 1	\$25,000.00 <u>\$32,500.00</u>
Contract Total	\$125,000.00 <u>\$164,450.00</u>

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$25,000.00 <u>\$32,500.00</u>
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Has the ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license state, missing / covered plates, and other unique features like bumper stickers, decals, and roof rack.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing ortho images, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., schools, hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - Parma Heights PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 18 day of October 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days 'prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days 'notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

~~**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.~~

~~**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is~~

~~required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.~~

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement ~~will automatically~~ may be renewed ed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") ~~unless either Party gives the other Party notice of non-renewal upon~~ written notice by Customer to Flock at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

ORDINANCE NO. 2023 - 67

AN ORDINANCE AMENDING CHAPTER 194 ENTITLED “EARNED INCOME TAX REGULATIONS EFFECTIVE BEGINNING JANUARY 1, 2016” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY

WHEREAS, Chapter 194 of the Parma Heights Codified Ordinances must be amended to reflect changes made under House Bill 33, signed into law earlier this year; and

WHEREAS, this Council desires to adopt the required amendments to Chapter 194.

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 194 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 Council declares this Ordinance 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 necessary to comply with House Bill 33 before December 31, 2023; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 194

Earned Income Tax Regulations Effective Beginning January 1, 2016

- 194.01 Authority to levy tax; purpose of tax.
- 194.02 Definitions.
- 194.03 Imposition of tax.
- 194.04 Collection at source.
- 194.05 Annual return; filing.
- 194.06 Credit for tax paid to other municipalities.
- 194.07 Estimated taxes.
- 194.08 Rounding of amounts.
- 194.09 Requests for refunds.
- 194.10 Second municipality imposing tax after time period allowed for refund.
- 194.11 Amended returns.
- 194.12 Limitations.
- 194.13 Audits.
- 194.14 Service of assessment.
- 194.15 Administration of claims.
- 194.16 Tax information confidential.
- 194.17 Fraud.
- 194.18 Interest and penalties.
- 194.19 Authority of Tax Administrator and Finance Director; verification of information.
- 194.20 Request for opinion of the Tax Administrator.
- 194.21 Board of Tax Appeals.
- 194.22 Authority to create rules and regulations.
- 194.23 Rental and leased property.
- 194.24 Savings clause.
- 194.25 Collection of tax after termination of chapter.

194.27 Election to be subject to R.C. 718.80 TO 718.95

194.99 Violations; penalties.

194.01 AUTHORITY TO LEVY TAX; PURPOSE OF TAX.

(a) To provide funds for the purposes of, but not limited to, general Municipal operations, maintenance, new equipment, extension and enlargement of Municipal services and facilities and capital improvements, administration of Parma Heights, maintaining adequate personnel in the Police and Fire Departments and the emergency 911 program, Parma Heights hereby levies an annual Municipal income tax on income, qualifying wages, commissions and other compensation, and on net profits as hereinafter provided.

(b) The annual tax is levied at a rate of three percent. The tax is levied at a uniform rate on all persons residing in or earning or receiving income in Parma Heights. The tax is levied on income, qualifying wages, commissions and other compensation, and on net profits as hereinafter provided in Section 194.03 and other sections as they may apply.

(c) The tax on income and the withholding tax established by this chapter are authorized by Article XVIII, Section 3 of the Ohio Constitution. The tax is levied in accordance with, and is intended to be consistent with, the provisions and limitations of Ohio R.C. Chapter 718. This chapter is effective for tax years beginning on and after January 1, 2016. Municipal taxable years beginning on or before December 31, 2015, are subject to the income tax ordinance and amendments thereto, and rules and regulations and amendments thereto, as they existed before January 1, 2016.

(Ord. 2015-52. Passed 12-14-15.)

194.02 DEFINITIONS.

(a) Any term used in this chapter that is not otherwise defined in this chapter has the same meaning as when used in a comparable context in laws of the United States relating to Federal income taxation or in Ohio R.C. Title LVII, unless a different meaning is clearly required. If a term used in this chapter that is not otherwise defined in this chapter is used in a comparable context in both the laws of the United States relating to Federal income tax and in Ohio R.C. Title LVII and the use is not consistent, then the use of the term in the laws of the United States relating to Federal income tax shall control over the use of the term in Ohio R.C. Title LVII.

(b) The singular shall include the plural, and the masculine shall include the feminine and the gender-neutral.

(c) As used in this chapter:

(1) "Adjusted Federal taxable income," for a person required to file as a C corporation, or for a person that has elected to be taxed as a C corporation under division (c)(24)D. of

this section, means a C corporation's Federal taxable income before net operating losses and special deductions as determined under the Internal Revenue Code, adjusted as follows:

A. Deduct intangible income to the extent included in Federal taxable income. The deduction shall be allowed regardless of whether the intangible income relates to assets used in a trade or business or assets held for the production of income.

B. Add an amount equal to five percent of intangible income deducted under division (c)(1)A. of this section, but excluding that portion of intangible income directly related to the sale, exchange, or other disposition of property described in section 1221 of the Internal Revenue Code;

C. Add any losses allowed as a deduction in the computation of Federal taxable income if the losses directly relate to the sale, exchange, or other disposition of an asset described in section 1221 or 1231 of the Internal Revenue Code;

D. 1. Except as provided in division (c)(1)D.2. of this section, deduct income and gain included in Federal taxable income to the extent the income and gain directly relate to the sale, exchange, or other disposition of an asset described in section 1221 or 1231 of the Internal Revenue Code;

2. Division (c)(1)D.1. of this section does not apply to the extent the income or gain is income or gain described in section 1245 or 1250 of the Internal Revenue Code.

E. Add taxes on or measured by net income allowed as a deduction in the computation of Federal taxable income;

F. In the case of a real estate investment trust or regulated investment company, add all amounts with respect to dividends to, distributions to, or amounts set aside for or credited to the benefit of investors and allowed as a deduction in the computation of Federal taxable income;

G. Deduct, to the extent not otherwise deducted or excluded in computing Federal taxable income, any income derived from a transfer agreement or from the enterprise transferred under that agreement under Ohio R.C. 4313.02;

H. 1. Except as limited by divisions (c)(1)H.2., 3., and 4. of this section, deduct any net operating loss incurred by the person in a taxable year beginning on or after January 1, 2017.

The amount of such net operating loss shall be deducted from net profit that is reduced by exempt income to the extent necessary to reduce Municipal taxable income to zero, with any remaining unused portion of the net operating loss carried forward to not more than five consecutive taxable years following the taxable year in which the loss was incurred, but in no case for more years than necessary for the deduction to be fully utilized.

2. No person shall use the deduction allowed by division (c)(1)H. of this section to offset qualifying wages.

3. a. For taxable years beginning in 2018, 2019, 2020, 2021, or 2022, a person may not deduct more than fifty percent of the amount of the deduction otherwise allowed by division (c)(1)H.1. of this section.

b. For taxable years beginning in 2023 or thereafter, a person may deduct the full amount allowed by division (c)(1)H.1. of this section.

4. Any pre-2017 net operating loss carryforward deduction that is available must be utilized before a taxpayer may deduct any amount pursuant to division (c)(1)H. of this section.

5. Nothing in division (c)(1)H.3.a. of this section precludes a person from carrying forward, use with respect to any return filed for a taxable year beginning after 2018, any amount of net operating loss that was not fully utilized by operation of division (c)(1)H.3.a. of this section. To the extent that an amount of net operating loss that was not fully utilized in one or more taxable years by operation of division (c)(1)H.3.a. of this section is carried forward for use with respect to a return filed for a taxable year beginning in 2019, 2020, 2021, or 2022, the limitation described in division (c)(1)H.3.a. of this section shall apply to the amount carried forward.

I. Deduct any net profit of a pass-through entity owned directly or indirectly by the taxpayer and included in the taxpayer's Federal taxable income unless an affiliated group of corporations includes that net profit in the group's Federal taxable income in accordance with Section 194.05(v)(3)B.

J. Add any loss incurred by a pass-through entity owned directly or indirectly by the taxpayer and included in the taxpayer's Federal taxable income unless an affiliated group of corporations includes that loss in the group's Federal taxable income in accordance with Section 194.05(v)(3)B.

If the taxpayer is not a C corporation, is not a disregarded entity that has made an election described in division (c)(48)B. of this section, is not a publicly traded partnership that has made the election described in division (c)(24)D. of this section, and is not an individual, the taxpayer shall compute adjusted Federal taxable income under this section as if the taxpayer were a C corporation, except guaranteed payments and other similar amounts paid or accrued to a partner, former partner, shareholder, former shareholder, member, or former member shall not be allowed as a deductible expense unless such payments are in consideration for the use of capital and treated as payment of interest under section 469 of the Internal Revenue Code or United States Treasury regulations. Amounts paid or accrued to a qualified self-employed retirement plan with respect to a partner, former partner, shareholder, former shareholder, member, or former member of the taxpayer, amounts paid or accrued to or for health insurance for a partner, former partner, shareholder, former shareholder, member, or former member, and amounts paid or accrued to or for life insurance for a partner, former partner, shareholder, former shareholder, member, or former member shall not be allowed as a deduction.

Nothing in division (c)(1) of this section shall be construed as allowing the taxpayer to add or deduct any amount more than once or shall be construed as allowing any

taxpayer to deduct any amount paid to or accrued for purposes of Federal self-employment tax.

(2) A. "Assessment" means a written finding by the Tax Administrator that a person has underpaid Municipal income tax, or owes penalty and interest, or any combination of tax, penalty, or interest, to the municipal corporation that commences the person's time limitation for making an appeal to the Board of Tax Appeals pursuant to Section 194.21, and has "ASSESSMENT" written in all capital letters at the top of such finding.

B. "Assessment" does not include a notice denying a request for refund issued under Section 194.09(c)(3), a billing statement notifying a taxpayer of current or past-due balances owed to the municipal corporation, a Tax Administrator's request for additional information, a notification to the taxpayer of mathematical errors, or a Tax Administrator's other written correspondence to a person or taxpayer that does not meet the criteria prescribed by division (c)(2)A. of this section.

(3) "Audit" means the examination of a person or the inspection of the books, records, memoranda, or accounts of a person, ordered to appear before the Tax Administrator, for the purpose of determining liability for a Municipal income tax.

(4) "Board of Tax Appeals" means the local board constituted to hear appeals of Municipal income tax matters, which is the entity created under Section 194.21.

(5) "Calendar quarter" means the three-month period ending on the last day of March, June, September, or December.

(6) "Casino operator" and "casino facility" have the same meanings as in Ohio R.C. 3772.01.

(7) "Certified mail," "express mail," "United States mail," "postal service," and similar terms include any delivery service authorized pursuant to Ohio R.C. 5703.056.

(8) "Disregarded entity" means a single member limited liability company, a qualifying subchapter S subsidiary, or another entity if the company, subsidiary, or entity is a disregarded entity for Federal income tax purposes.

(9) "Domicile" means the true, fixed, and permanent home of a taxpayer and to which, whenever absent, the taxpayer intends to return. A taxpayer may have more than one residence but not more than one domicile.

(10) "Employee" means an individual who is an employee for Federal income tax purposes.

(11) "Employer" means a person that is an employer for Federal income tax purposes.

(12) "Exempt income" means all of the following:

A. The military pay or allowances of members of the Armed Forces of the United States or members of their reserve components, including the national guard of any state.

B. Intangible income.

C. Social Security benefits, railroad retirement benefits, unemployment compensation, pensions, retirement benefit payments, payments from annuities, and similar payments made to an employee or to the beneficiary of an employee under a retirement program or plan, disability payments received from private industry or local, State, or Federal governments or from charitable, religious or educational organizations, and the proceeds of sickness, accident, or liability insurance policies. As used in division (c)(12)C. of this section, "unemployment compensation" does not include supplemental unemployment compensation described in section 3402(o)(2) of the Internal Revenue Code.

D. The income of religious, fraternal, charitable, scientific, literary, or educational institutions to the extent such income is derived from tax-exempt real estate, tax-exempt tangible or intangible property, or tax-exempt activities.

E. Compensation paid under Ohio R.C. 3501.28 or 3501.36 to a person serving as a precinct election official to the extent that such compensation does not exceed one thousand dollars (\$1,000) for the taxable year. Such compensation in excess of one thousand dollars (\$1,000) for the taxable year may be subject to taxation by a municipal corporation. A municipal corporation shall not require the payer of such compensation to withhold any tax from that compensation.

F. Dues, contributions, and similar payments received by charitable, religious, educational, or literary organizations or labor unions, lodges, and similar organizations.

G. Alimony and child support received.

H. Compensation for personal injuries or for damages to property from insurance proceeds or otherwise, excluding compensation paid for lost salaries or wages or compensation from punitive damages.

I. Income of a public utility when that public utility is subject to the tax levied under Ohio R.C. 5727.24 or 5727.30. Division (c)(12)I. of this section does not apply for purposes of Ohio R.C. Chapter 5745.

J. Gains from involuntary conversions, interest on Federal obligations, items of income subject to a tax levied by the State and that a municipal corporation is specifically prohibited by law from taxing, and income of a decedent's estate during the period of administration except such income from the operation of a trade or business.

K. Compensation or allowances excluded from Federal gross income under section 107 of the Internal Revenue Code.

L. Employee compensation that is not qualifying wages as defined in division (c)(35) of this section.

M. Compensation paid to a person employed within the boundaries of a United States Air Force base under the jurisdiction of the United States Air Force that is used for the housing of members of the United States Air Force and is a center for Air Force operations, unless the person is subject to taxation because of residence or domicile. If the

compensation is subject to taxation because of residence or domicile, tax on such income shall be payable only to the municipal corporation of residence or domicile.

N. All or a portion of the income of individuals or a class of individuals under eighteen years of age.

O. 1. Except as provided in divisions (c)(12)O.2., 3., and 4. of this section, qualifying wages described in Section 194.04(c)(2) or (c)(5) to the extent the qualifying wages are not subject to withholding for Parma Heights under either of those divisions.

2. The exemption provided in division (c)(12)O.1. of this section does not apply with respect to the municipal corporation in which the employee resided at the time the employee earned the qualifying wages.

3. The exemption provided in division (c)(12)O.1. of this section does not apply to qualifying wages that an employer elects to withhold under Section 194.04(c)(4)B.

4. The exemption provided in division (c)(12)O.1. of this section does not apply to qualifying wages if both of the following conditions apply:

a. For qualifying wages described in Section 194.04(c)(2), the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employee's principal place of work is situated, or, for qualifying wages described in Section 194.04(c)(5), the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employer's fixed location is located;

b. The employee receives a refund of the tax described in division (c)(12)O.4.a. of this section on the basis of the employee not performing services in that municipal corporation.

P. 1. Except as provided in division (c)(12)P.2. or 3. of this section, compensation that is not qualifying wages paid to a nonresident individual for personal services performed in Parma Heights on not more than twenty days in a taxable year.

2. The exemption provided in division (c)(12)P.1. of this section does not apply under either of the following circumstances:

a. The individual's base of operation is located in the municipal corporation.

b. The individual is a professional athlete, professional entertainer, or public figure, and the compensation is paid for the performance of services in the individual's capacity as a professional athlete, professional entertainer, or public figure. For purposes of division (c)(12)P.2.b. of this section, "professional athlete," "professional entertainer," and "public figure" have the same meanings as in Section 194.04(c).

3. Compensation to which division (c)(12)P. of this section applies shall be treated as earned or received at the individual's base of operation. If the individual does not have a base of operation, the compensation shall be treated as earned or received where the individual is domiciled.

4. For purposes of division (c)(12)P. of this section, "base of operation" means the location where an individual owns or rents an office, storefront, or similar facility to which the individual regularly reports and at which the individual regularly performs personal services for compensation.

Q. Compensation paid to a person for personal services performed for a political subdivision on property owned by the political subdivision, regardless of whether the compensation is received by an employee of the subdivision or another person performing services for the subdivision under a contract with the subdivision, if the property on which services are performed is annexed to a municipal corporation pursuant to Ohio R.C. 709.023 on or after March 27, 2013, unless the person is subject to such taxation because of residence. If the compensation is subject to taxation because of residence, Municipal income tax shall be payable only to the municipal corporation of residence.

R. Income the taxation of which is prohibited by the constitution or laws of the United States.

Any item of income that is exempt income of a pass-through entity under division (c) of this section is exempt income of each owner of the pass-through entity to the extent of that owner's distributive or proportionate share of that item of the entity's income.

(13) "Form 2106" means Internal Revenue Service form 2106 filed by a taxpayer pursuant to the Internal Revenue Code.

(14) "Generic form" means an electronic or paper form that is not prescribed by a particular municipal corporation and that is designed for reporting taxes withheld by an employer, agent of an employer, or other payer, estimated Municipal income taxes, or annual Municipal income tax liability or for filing a refund claim.

(15) "Gross receipts" means the total revenue derived from sales, work done, or service rendered.

(16) "Income" means the following:

A. 1. For residents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the resident, including the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident and any net profit of the resident, except as provided in division (c)(24)D. of this section.

2. For the purposes of division (c)(16)A.1. of this section:

a. Any net operating loss of the resident incurred in the taxable year and the resident's distributive share of any net operating loss generated in the same taxable year and attributable to the resident's ownership interest in a pass-through entity shall be allowed as a deduction, for that taxable year and the following five taxable years, against any other net profit of the resident or the resident's distributive share of any net profit attributable to the resident's ownership interest in a pass through entity until fully utilized, subject to division (c)(16)A.4. of this section;

b. The resident's distributive share of the net profit of each pass-through entity owned directly or indirectly by the resident shall be calculated without regard to any net operating loss that is carried forward by that entity from a prior taxable year and applied to reduce the entity's net profit for the current taxable year.

3. Division (c)(16)A.2. of this section does not apply with respect to any net profit or net operating loss attributable to an ownership interest in an S corporation unless shareholders' shares of net profits from S corporations are subject to tax in the municipal corporation as provided in division (c)(12)N. or (c)(16)E. of this section.

4. Any amount of a net operating loss used to reduce a taxpayer's net profit for a taxable year shall reduce the amount of net operating loss that may be carried forward to any subsequent year for use by that taxpayer. In no event shall the cumulative deductions for all taxable years with respect to a taxpayer's net operating loss exceed the original amount of that net operating loss available to that taxpayer.

B. In the case of nonresidents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the nonresident for work done, services performed or rendered, or activities conducted in the municipal corporation, including any net profit of the nonresident, but excluding the nonresident's distributive share of the net profit or loss of only pass-through entities owned directly or indirectly by the nonresident.

C. For taxpayers that are not individuals, net profit of the taxpayer.

D. Lottery, sweepstakes, gambling and sports winnings, winnings from games of chance, and prizes and awards. If the taxpayer is a professional gambler for Federal income tax purposes, the taxpayer may deduct related wagering losses and expenses to the extent authorized under the Internal Revenue Code and claimed against such winnings.

E. In accordance with a ballot issue, regarding S corporation language, approved by the voters in the election on November 2, 2004, a shareholder's share of net profits of an S corporation are taxable to Parma Heights to the extent such shares would be so allocated or apportioned to this State.

(17) "Intangible income" means income of any of the following types: income yield, interest, capital gains, dividends, or other income arising from the ownership, sale, exchange, or other disposition of intangible property including, but not limited to, investments, deposits, money, or credits as those terms are defined in Ohio R.C. Chapter 5701, and patents, copyrights, trademarks, tradenames, investments in real estate investment trusts, investments in regulated investment companies, and appreciation on deferred compensation. "Intangible income" does not include prizes, awards, or other income associated with any lottery winnings, gambling winnings, or other similar games of chance.

(18) "Internal Revenue Code" has the same meaning as in Ohio R.C. 5747.01.

(19) "Limited liability company" means a limited liability company formed under Ohio R.C. Chapter 1705 or under the laws of another state.

(20) "Municipal corporation" includes a joint economic development district or joint economic development zone that levies an income tax under Ohio R.C. 715.691, 715.70, 715.71, or 715.74.

(21) A. "Municipal taxable income" means the following:

1. For a person other than an individual, income reduced by exempt income to the extent otherwise included in income and then, as applicable, apportioned or sitused to Parma Heights under Section 194.03, and further reduced by any pre-2017 net operating loss carryforward available to the person for Parma Heights.

2. a. For an individual who is a resident of Parma Heights, income reduced by exempt income to the extent otherwise included in income, then reduced as provided in division (c)(21)B. of this section, and further reduced by any pre-2017 net operating loss carryforward available to the individual for the municipal corporation.

b. For an individual who is a nonresident of Parma Heights, income reduced by exempt income to the extent otherwise included in income and then, as applicable, apportioned or sitused to the municipal corporation under Section 194.03, then reduced as provided in division (c)(21)B. of this section, and further reduced by any pre-2017 net operating loss carryforward available to the individual for Parma Heights.

B. In computing the Municipal taxable income of a taxpayer who is an individual, the taxpayer may subtract, as provided in division (c)(21)A.2.a. or (c)(21)B. of this section, the amount of the individual's employee business expenses reported on the individual's form 2106 that the individual deducted for Federal income tax purposes for the taxable year, subject to the limitation imposed by section 67 of the Internal Revenue Code. For the municipal corporation in which the taxpayer is a resident, the taxpayer may deduct all such expenses allowed for Federal income tax purposes, but only to the extent the expenses do not relate to exempt income. For a municipal corporation in which the taxpayer is not a resident, the taxpayer may deduct such expenses only to the extent the expenses are related to the taxpayer's performance of personal services in that nonresident municipal corporation and are not related to exempt income.

(22) "Municipality" means the same as the City of Parma Heights, herein referred to as "Parma Heights", and is the designation used most commonly in this chapter.

(23) "Net operating loss" means a loss incurred by a person in the operation of a trade or business. "Net operating loss" does not include unutilized losses resulting from basis limitations, at-risk limitations, or passive activity loss limitations.

(24) A. "Net profit" for a person other than an individual means adjusted Federal taxable income.

B. "Net profit" for a person who is an individual means the individual's net profit required to be reported on schedule C, schedule E, or schedule F reduced by any net operating loss carried forward. For the purposes of division (c)(24)B. of this section, the net operating loss carried forward shall be calculated and deducted in the same manner as provided in division (c)(1)H. of this section.

C. For the purposes of this chapter, and notwithstanding division (c)(24)A. of this section, net profit of a disregarded entity shall not be taxable as against that disregarded entity, but shall instead be included in the net profit of the owner of the disregarded entity.

D. A publicly traded partnership that is treated as a partnership for Federal income tax purposes, and that is subject to tax on its net profits by Parma Heights, may elect to be treated as a C corporation for Parma Heights. The election shall be made on the annual return for Parma Heights. Parma Heights will treat the publicly traded partnership as a C corporation if the election is so made.

(25) "Nonresident" means an individual that is not a resident.

(26) "Ohio Business Gateway" means the online computer network system, created under Ohio R.C. 125.30, that allows persons to electronically file business reply forms with State agencies and includes any successor electronic filing and payment system.

(27) "Other payer" means any person, other than an individual's employer or the employer's agent, that pays an individual any amount included in the Federal gross income of the individual. "Other payer" includes casino operators and video lottery terminal sales agents.

(28) "Pass-through entity" means a partnership not treated as an association taxable as a C corporation for Federal income tax purposes, a limited liability company not treated as an association taxable as a C corporation for Federal income tax purposes, an S corporation, or any other class of entity from which the income or profits of the entity are given pass-through treatment for Federal income tax purposes. "Pass-through entity" does not include a trust, estate, grantor of a grantor trust, or disregarded entity.

(29) "Pension" means any amount paid to an employee or former employee that is reported to the recipient on an IRS form 1099-R, or successor form. Pension does not include deferred compensation, or amounts attributable to nonqualified deferred compensation plans, reported as FICA/Medicare wages on an IRS form W-2, Wage and Tax Statement, or successor form.

(30) "Person" includes individuals, firms, companies, joint stock companies, business trusts, estates, trusts, partnerships, limited liability partnerships, limited liability companies, associations, C corporations, S corporations, governmental entities, and any other entity.

(31) "Postal service" means the United States postal service.

(32) "Postmark date," "date of postmark," and similar terms include the date recorded and marked in the manner described in division (B)(3) of Ohio R.C. 5703.056.

(33) A. "Pre-2017 net operating loss carryforward" means any net operating loss incurred in a taxable year beginning before January 1, 2017, to the extent such loss was permitted, by a resolution or ordinance of the municipal corporation that was adopted by the municipal corporation before January 1, 2016, to be carried forward and utilized to offset income or net profit generated in such municipal corporation in future taxable years.

B. For the purpose of calculating Municipal taxable income, any pre-2017 net operating loss carryforward may be carried forward to any taxable year, including taxable years beginning in 2017 or thereafter, for the number of taxable years provided in the resolution or ordinance or until fully utilized, whichever is earlier.

(34) "Publicly traded partnership" means any partnership, an interest in which is regularly traded on an established securities market. A "publicly traded partnership" may have any number of partners.

(35) "Qualifying wages" means wages, as defined in section 3121(a) of the Internal Revenue Code, without regard to any wage limitations, adjusted as follows:

A. Deduct the following amounts:

1. Any amount included in wages if the amount constitutes compensation attributable to a plan or program described in section 125 of the Internal Revenue Code.

2. Any amount included in wages if the amount constitutes payment on account of a disability related to sickness or an accident paid by a party unrelated to the employer, agent of an employer, or other payer.

3. Any amount included in wages that is exempt income.

B. Add the following amounts:

1. Any amount not included in wages solely because the employee was employed by the employer before April 1, 1986.

2. Any amount not included in wages because the amount arises from the sale, exchange, or other disposition of a stock option, the exercise of a stock option. Division (c)(35)B.2. of this section applies only to those amounts constituting ordinary income.

3. Any amount not included in wages if the amount is an amount described in section 401(k), 403(b), or 457 of the Internal Revenue Code. Division (c)(35)B.2. of this section applies only to employee contributions and employee deferrals.

4. Any amount that is supplemental unemployment compensation benefits described in section 3402(o)(2) of the Internal Revenue Code and not included in wages.

5. Any amount received that is treated as self-employment income for Federal tax purposes in accordance with section 1402(a)(8) of the Internal Revenue Code.

6. Any amount not included in wages if all of the following apply:

a. For the taxable year the amount is employee compensation that is earned outside the United States and that either is included in the taxpayer's gross income for Federal income tax purposes or would have been included in the taxpayer's gross income for such purposes if the taxpayer did not elect to exclude the income under section 911 of the Internal Revenue Code;

b. For no preceding taxable year did the amount constitute wages as defined in section 3121(a) of the Internal Revenue Code;

c. For no succeeding taxable year will the amount constitute wages; and

d. For any taxable year the amount has not otherwise been added to wages pursuant to either division (c)(35)B. of this section or Ohio R.C. 718.03, as that section existed before the effective date of H.B. 5 of the 130th General Assembly, March 23, 2015.

(36) "Related entity" means any of the following:

A. An individual stockholder, or a member of the stockholder's family enumerated in section 318 of the Internal Revenue Code, if the stockholder and the members of the stockholder's family own directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty percent of the value of the taxpayer's outstanding stock;

B. A stockholder, or a stockholder's partnership, estate, trust, or corporation, if the stockholder and the stockholder's partnerships, estates, trusts, or corporations own directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty percent of the value of the taxpayer's outstanding stock;

C. A corporation, or a party related to the corporation in a manner that would require an attribution of stock from the corporation to the party or from the party to the corporation under division (c)(36)D. of this section, provided the taxpayer owns directly, indirectly, beneficially, or constructively, at least fifty percent of the value of the corporation's outstanding stock;

D. The attribution rules described in section 318 of the Internal Revenue Code apply for the purpose of determining whether the ownership requirements in divisions (c)(36)A. to C. of this section have been met.

(37) "Related member" means a person that, with respect to the taxpayer during all or any portion of the taxable year, is either a related entity, a component member as defined in section 1563(b) of the Internal Revenue Code, or a person to or from whom there is attribution of stock ownership in accordance with section 1563(e) of the Internal Revenue Code except, for purposes of determining whether a person is a related member under this division, "twenty percent (20%)" shall be substituted for "five percent (5%)" wherever "five percent (5%)" appears in section 1563(e) of the Internal Revenue Code.

(38) "Resident" means an individual who is domiciled in the municipal corporation as determined under Section 194.03(e).

(39) "S corporation" means a person that has made an election under subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code for its taxable year.

(40) "Schedule C" means Internal Revenue Service schedule C (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

(41) "Schedule E" means Internal Revenue Service schedule E (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

(42) "Schedule F" means Internal Revenue Service schedule F (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

(43) "Single member limited liability company" means a limited liability company that has one direct member.

(44) "Small employer" means any employer that had total revenue of less than five hundred thousand dollars (\$500,000) during the preceding taxable year. For purposes of this division, "total revenue" means receipts of any type or kind, including, but not limited to, sales receipts; payments; rents; profits; gains, dividends, and other investment income; compensation; commissions; premiums; money; property; grants; contributions; donations; gifts; program service revenue; patient service revenue; premiums; fees, including premium fees and service fees; tuition payments; unrelated business revenue; reimbursements; any type of payment from a governmental unit, including grants and other allocations; and any other similar receipts reported for Federal income tax purposes or under generally accepted accounting principles. "Small employer" does not include the Federal government; any State government, including any State agency or instrumentality; any political subdivision; or any entity treated as a government for financial accounting and reporting purposes.

(45) "Tax Administrator" means the individual charged with direct responsibility for administration of an income tax levied by Parma Heights in accordance with this chapter.

(46) "Tax return preparer" means any individual described in section 7701(a)(36) of the Internal Revenue Code and 26 C.F.R. 301.7701-15.

(47) "Taxable year" means the corresponding tax reporting period as prescribed for the taxpayer under the Internal Revenue Code.

(48) A. "Taxpayer" means a person subject to a tax levied on income by a municipal corporation in accordance with this chapter. "Taxpayer" does not include a grantor trust or, except as provided in division (c)(48)B.1. of this section, a disregarded entity.

B. 1. A single member limited liability company that is a disregarded entity for Federal tax purposes may be a separate taxpayer from its single member in all Ohio municipal corporations in which it either filed as a separate taxpayer or did not file for its taxable year ending in 2003, if all of the following conditions are met:

a. The limited liability company's single member is also a limited liability company.

b. The limited liability company and its single member were formed and doing business in one or more Ohio municipal corporations for at least five years before January 1, 2004.

c. Not later than December 31, 2004, the limited liability company and its single member each made an election to be treated as a separate taxpayer under division (L) of Ohio R.C. 718.01 as that section existed on December 31, 2004.

d. The limited liability company was not formed for the purpose of evading or reducing Ohio municipal corporation income tax liability of the limited liability company or its single member.

e. The Ohio municipal corporation that was the primary place of business of the sole member of the limited liability company consented to the election.

2. For purposes of division (c)(48)B.1.e. of this section, a municipal corporation was the primary place of business of a limited liability company if, for the limited liability company's taxable year ending in 2003, its income tax liability was greater in that municipal corporation than in any other municipal corporation in Ohio, and that tax liability to that municipal corporation for its taxable year ending in 2003 was at least four hundred thousand dollars (\$400,000).

(49) "Taxpayers' rights and responsibilities" means the rights provided to taxpayers in Sections 194.09, 194.12, 194.13, 194.19(B), 194.20, 194.21, and Ohio R.C. 5717.011 and 5717.03, and the responsibilities of taxpayers to file, report, withhold, remit, and pay Municipal income tax and otherwise comply with Ohio R.C. Chapter 718 and resolutions, chapters, and rules and regulations adopted by Parma Heights for the imposition and administration of a Municipal income tax.

(50) "Video lottery terminal" has the same meaning as in Ohio R.C. 3770.21.

(51) "Video lottery terminal sales agent" means a lottery sales agent licensed under Ohio R.C. Chapter 3770 to conduct video lottery terminals on behalf of the state pursuant to Ohio R.C. 3770.21.

(Ord. 2015-52. Passed 12-14-15.)

194.03 IMPOSITION OF TAX.

The income tax levied by Parma Heights at a rate of three percent is levied on the Municipal taxable income of every person residing in and/or earning and/or receiving income in Parma Heights.

Individuals.

(a) For residents of Parma Heights, the income tax levied herein shall be on all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the resident, including the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident and any net profit of the resident. This is further detailed in the definition of income (Section 194.02(c)(16)).

(b) For nonresidents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the nonresident for work done, services performed or rendered, or activities conducted in the municipal corporation, including any net profit of the nonresident, but excluding the nonresident's distributive

share of the net profit or loss of only pass-through entities owned directly or indirectly by the nonresident.

(c) For residents and nonresidents, income can be reduced to "Municipal taxable income" as defined in Section 194.02(c)(21). Exemptions which may apply are specified in Section 194.02(c)(12).

Refundable Credit for Nonqualified Deferred Compensation Plan.

(d) (1) As used in this division:

A. "Nonqualified deferred compensation plan" means a compensation plan described in section 3121(v)(2)(C) of the Internal Revenue Code.

B. "Qualifying loss" means the amount of compensation attributable to a taxpayer's nonqualified deferred compensation plan, less the receipt of money and property attributable to distributions from the nonqualified deferred compensation plan. Full loss is sustained if no distribution of money and property is made by the nonqualified deferred compensation plan. The taxpayer sustains a qualifying loss only in the taxable year in which the taxpayer receives the final distribution of money and property pursuant to that nonqualified deferred compensation plan.

C. 1. "Qualifying tax rate" means the applicable tax rate for the taxable year for the which the taxpayer paid income tax to Parma Heights with respect to any portion of the total amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan.

2. If different tax rates applied for different taxable years, then the "qualifying tax rate" is a weighted average of those different tax rates. The weighted average shall be based upon the tax paid to Parma Heights each year with respect to the nonqualified deferred compensation plan.

D. "Refundable credit" means the amount of Parma Heights income tax that was paid on the non-distributed portion, if any, of a nonqualified deferred compensation plan.

(2) If, in addition to Parma Heights, a taxpayer has paid tax to other municipal corporations with respect to the nonqualified deferred compensation plan, the amount of the credit that a taxpayer may claim from each municipal corporation shall be calculated on the basis of each municipal corporation's proportionate share of the total municipal corporation income tax paid by the taxpayer to all municipal corporations with respect to the nonqualified deferred compensation plan.

(3) In no case shall the amount of the credit allowed under this section exceed the cumulative income tax that a taxpayer has paid to Parma Heights for all taxable years with respect to the nonqualified deferred compensation plan.

(4) The credit allowed under this division is allowed only to the extent the taxpayer's qualifying loss is attributable to:

A. The insolvency or bankruptcy of the employer who had established the nonqualified deferred compensation plan; or

B. The employee's failure or inability to satisfy all of the employer's terms and conditions necessary to receive the nonqualified deferred compensation.

Domicile.

(e) (1) A. An individual is presumed to be domiciled in Parma Heights for all or part of a taxable year if the individual was domiciled in Parma Heights on the last day of the immediately preceding taxable year or if the Tax Administrator reasonably concludes that the individual is domiciled in Parma Heights for all or part of the taxable year.

B. An individual may rebut the presumption of domicile described in division (e)(1)A. of this section if the individual establishes by a preponderance of the evidence that the individual was not domiciled in Parma Heights for all or part of the taxable year.

(2) For the purpose of determining whether an individual is domiciled in Parma Heights for all or part of a taxable year, factors that may be considered include, but are not limited to, the following:

A. The individual's domicile in other taxable years;

B. The location at which the individual is registered to vote;

C. The address on the individual's driver's license;

D. The location of real estate for which the individual claimed a property tax exemption or reduction allowed on the basis of the individual's residence or domicile;

E. The location and value of abodes owned or leased by the individual;

F. Declarations, written or oral, made by the individual regarding the individual's residency;

G. The primary location at which the individual is employed;

H. The location of educational institutions attended by the individual's dependents as defined in section 152 of the Internal Revenue Code, to the extent that tuition paid to such educational institution is based on the residency of the individual or the individual's spouse in the municipal corporation where the educational institution is located;

I. The number of contact periods the individual has with Parma Heights. For the purposes of this division, an individual has one "contact period" with Parma Heights if the individual is away overnight from the individual's abode located outside of Parma Heights and while away overnight from that abode spends at least some portion, however minimal, of each of two consecutive days in Parma Heights.

(3) All additional applicable factors are provided in the Rules and Regulations.

Businesses.

(f) This division applies to any taxpayer engaged in a business or profession in Parma Heights, unless the taxpayer is an individual who resides in Parma Heights or the taxpayer is an electric company, combined company, or telephone company that is subject to and required to file reports under Ohio R.C. Chapter 5745.

(1) Except as otherwise provided in divisions ~~(f)(2)~~ and (g) of this section, net profit from a business or profession conducted both within and without the boundaries of Parma Heights shall be considered as having a taxable situs in Parma Heights for purposes of Municipal income taxation in the same proportion as the average ratio of the following:

A. The average original cost of the real property and tangible personal property owned or used by the taxpayer in the business or profession in Parma Heights during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated.

As used in the preceding paragraph, tangible personal or real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;

B. Wages, salaries, and other compensation paid during the taxable period to individuals employed in the business or profession for services performed in Parma Heights to wages, salaries, and other compensation paid during the same period to individuals employed in the business or profession, wherever the individual's services are performed, excluding compensation from which taxes are not required to be withheld under Section 194.04(c);

C. Total gross receipts of the business or profession from sales and rentals made and services performed during the taxable period in Parma Heights to total gross receipts of the business or profession during the same period from sales, rentals, and services, wherever made or performed.

(2) A. If the apportionment factors described in division (f)(1) of this section do not fairly represent the extent of a taxpayer's business activity in Parma Heights, the taxpayer may request, or the Tax Administrator of Parma Heights may require, that the taxpayer use, with respect to all or any portion of the income of the taxpayer, an alternative apportionment method involving one or more of the following:

1. Separate accounting;
2. The exclusion of one or more of the factors;
3. The inclusion of one or more additional factors that would provide for a more fair apportionment of the income of the taxpayer to the municipal corporation;
4. A modification of one or more of the factors.

B. A taxpayer request to use an alternative apportionment method shall be in writing and shall accompany a tax return, timely filed appeal of an assessment, or timely filed amended tax return. The taxpayer may use the requested alternative method unless the

Tax Administrator denies the request in an assessment issued within the period prescribed by Section 194.12(a).

C. The Tax Administrator may require a taxpayer to use an alternative apportionment method as described in division (f)(2)A. of this section, but only by issuing an assessment to the taxpayer within the period prescribed by Section 194.12(a).

D. Nothing in division (f)(2) of this section nullifies or otherwise affects any alternative apportionment arrangement approved by the Tax Administrator or otherwise agreed upon by both the Tax Administrator and taxpayer before January 1, 2016.

(3) As used in division (f)(1)B. of this section, "wages, salaries, and other compensation" includes only wages, salaries, or other compensation paid to an employee for services performed at any of the following locations:

A. A location that is owned, controlled, or used by, rented to, or under the possession of one of the following:

1. The employer;
2. A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;
3. A vendor, customer, client, or patient of a person described in division (f)(3)A.2. of this section, or a related member of such a vendor, customer, client, or patient.

B. Any location at which a trial, appeal, hearing, investigation, inquiry, review, court-martial, or similar administrative, judicial, or legislative matter or proceeding is being conducted, provided that the compensation is paid for services performed for, or on behalf of, the employer or that the employee's presence at the location directly or indirectly benefits the employer;

C. Any other location, if the Tax Administrator determines that the employer directed the employee to perform the services at the other location in lieu of a location described in division (f)(3)A. or B. of this section solely in order to avoid or reduce the employer's Municipal income tax liability. If the Tax Administrator makes such a determination, the employer may dispute the determination by establishing, by a preponderance of the evidence, that the Tax Administrator's determination was unreasonable.

(4) For the purposes of division (f)(1)C of this section, and except as provided in division (g) of this section, receipts from sales and rentals made and services performed shall be situated to a municipal corporation as follows:

A. Gross receipts from the sale of tangible personal property shall be situated to the municipal corporation in which the sale originated. For the purposes of this division, a sale of property originates in Parma Heights if, regardless of where title passes, the property meets any of the following criteria:

1. The property is shipped to or delivered within Parma Heights from a stock of goods located within Parma Heights.

2. The property is delivered within Parma Heights from a location outside Parma Heights, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within Parma Heights and the sales result from such solicitation or promotion.

3. The property is shipped from a place within Parma Heights to purchasers outside Parma Heights, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.

B. Gross receipts from the sale of services shall be situated to Parma Heights to the extent that such services are performed in Parma Heights.

C. To the extent included in income, gross receipts from the sale of real property located in Parma Heights shall be situated to Parma Heights.

D. To the extent included in income, gross receipts from rents and royalties from real property located in Parma Heights shall be situated to Parma Heights.

E. Gross receipts from rents and royalties from tangible personal property shall be situated to Parma Heights based upon the extent to which the tangible personal property is used in Parma Heights.

(5) The net profit received by an individual taxpayer from the rental of real estate owned directly by the individual, or by a disregarded entity owned by the individual, shall be subject to Parma Heights' tax only if the property generating the net profit is located in Parma Heights or if the individual taxpayer that receives the net profit is a resident of Parma Heights. Parma Heights shall allow such taxpayers to elect to use separate accounting for the purpose of calculating net profit situated under this division to the municipal corporation in which the property is located.

(6) A. Commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be situated to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to Parma Heights, if applicable, based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in Parma Heights to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

B. An individual who is a resident of Parma Heights shall report the individual's net profit from all real estate activity on the individual's annual tax return for Parma Heights. The individual may claim a credit for taxes the individual paid on such net profit to another municipal corporation to the extent that such a credit is allowed under Parma Heights' income tax ordinance.

(7) When calculating the ratios described in division (f)(1) of this section for the purposes of that division or division (f)(2) of this section, the owner of a disregarded entity shall include in the owner's ratios the property, payroll, and gross receipts of such disregarded entity.

(g) (1) As used in this division:

A. “Qualifying remote employee or owner” means an individual who is an employee of a taxpayer or who is a partner or member holding an ownership interest in a taxpayer that is treated as a partnership for federal income tax purposes, provided that the individual meets both of the following criteria:

1. The taxpayer has assigned the individual to a qualifying reporting location.

2. The individual is permitted or required to perform services for the taxpayer at a qualifying remote work location.

B. “Qualifying remote work location” means a permanent or temporary location at which an employee or owner chooses or is required to perform services for the taxpayer, other than a reporting location of the taxpayer or any other location owned or controlled by a customer or client of the taxpayer. “Qualifying remote work location” may include the residence of an employee or owner and may be located outside of a municipal corporation that imposes an income tax in accordance with this chapter. An employee or owner may have more than one qualifying remote work location during a taxable year.

C. “Reporting location” means either of the following:

1. A permanent or temporary place of doing business, such as an office, warehouse, storefront, construction site, or similar location, that is owned or controlled directly or indirectly by the taxpayer;

2. Any location in this state owned or controlled by a customer or client of the taxpayer, provided that the taxpayer is required to withhold taxes under Section 194.04 of this chapter, on qualifying wages paid to an employee for the performance of personal services at that location.

D. “Qualifying reporting location” means one of the following:

1. The reporting location in this state at which an employee or owner performs services for the taxpayer on a regular or periodic basis during the taxable year;

2. If no reporting location exists in this state for an employee or owner under division g(1)D1 of this section, the reporting location in this state at which the employee’s or owner’s supervisor regularly or periodically reports during the taxable year;

3. If no reporting location exists in this state for an employee or owner under division g(1)D1 of this section, the location that the taxpayer otherwise assigns as the employee’s or owner’s qualifying reporting location, provided the assignment is made in good faith and is recorded and maintained in the taxpayer’s business records. A taxpayer may change the qualifying reporting location designated for an employee or owner under this division at any time.

(2) For tax years ending on or after December 31, 2023, a taxpayer may elect to apply the provisions of this division to the apportionment of its net profit from a business or

profession. For taxpayers that make this election, the provisions of division (f) of this section apply to such apportionment except as otherwise provided in this division.

A taxpayer shall make the election allowed under this division in writing on or with the taxpayer's net profit return or, if applicable, a timely filed amended net profit or a timely filed appeal of an assessment. The election applies to the taxable year for which that return or appeal is filed and for all subsequent taxable years, until the taxpayer revokes the election.

The taxpayer shall make the initial election with the tax administrator of each municipal corporation with which, after applying the apportionment provisions authorized in this division, the taxpayer is required to file a net profit tax return for that taxable year. A taxpayer shall not be required to notify the tax administrator of a municipal corporation in which a qualifying remote employee's or owner's qualifying remote work location is located, unless the taxpayer is otherwise required to file a net profit return with that municipal corporation due to business operations that are unrelated to the employee's or owner's activity at the qualifying remote work location.

After the taxpayer makes the initial election, the election applies to every municipal corporation in which the taxpayer conducts business. The taxpayer shall not be required to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in such municipal corporation.

Nothing in this division prohibits a taxpayer from making a new election under this division after properly revoking a prior election.

(3) For the purpose of calculating the ratios described in division (f)(1) of this section, all of the following apply to a taxpayer that has made the election described in division (f)(2):

A. For the purpose of division (f)(1)A of this section, the average original cost of any tangible personal property used by a qualifying remote employee or owner at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

B. For the purpose of division (f)(1)B of this section, any wages, salaries, and other compensation paid during the taxable period to a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

C. For the purpose of division (f)(1)C of this section, and notwithstanding division (f)(4) of this section, any gross receipts of the business or profession from services performed during the taxable period by a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(4) Nothing in this division prevents a taxpayer from requesting, or a tax administrator from requiring, that the taxpayer use, with respect to all or a portion of the income of the

taxpayer, an alternative apportionment method as described in division (f)(2) of this section. However, a tax administrator shall not require an alternative apportionment method in such a manner that it would require a taxpayer to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in that municipal corporation.

(5) Except as otherwise provided in this division, nothing in this division is intended to affect the withholding of taxes on qualifying wages pursuant to Section 194.04 of this chapter.

(Ord. 2015-52. Passed 12-14-15.)

194.04 COLLECTION AT SOURCE.

Withholding Provisions.

(a) Each employer, agent of an employer, or other payer located or doing business in Parma Heights shall withhold an income tax from the qualifying wages earned and/or received by each employee in Parma Heights. Except for qualifying wages for which withholding is not required under Section 194.03 or division (b)(4) or (b)(6) of this section, the tax shall be withheld at the rate, specified in Section 194.01(b)(1), of three percent. An employer, agent of an employer, or other payer shall deduct and withhold the tax from qualifying wages on the date that the employer, agent, or other payer directly, indirectly, or constructively pays the qualifying wages to, or credits the qualifying wages to the benefit of, the employee.

(b) (1) Except as provided in division (b)(2) of this section, an employer, agent of an employer, or other payer shall remit to the Tax Administrator of Parma Heights the greater of the income taxes deducted and withheld or the income taxes required to be deducted and withheld by the employer, agent, or other payer according to the following schedule:

A. Taxes required to be deducted and withheld shall be remitted monthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld by the employer, agent, or other payer on behalf of Parma Heights in the preceding calendar year exceeded two thousand three hundred ninety-nine dollars (\$2,399), or if the total amount of taxes deducted and withheld or required to be deducted and withheld on behalf of Parma Heights in any month of the preceding calendar quarter exceeded two hundred dollars (\$200.00).

Payment under division (b)(1)A. of this section shall be made so that the payment is received by the Tax Administrator not later than fifteen days after the last day of each month for which the tax was withheld.

B. Any employer, agent of an employer, or other payer not required to make payments under division (b)(1)A. of this section of taxes required to be deducted and withheld shall make quarterly payments to the Tax Administrator not later than the fifteenth day of the month following the end of each calendar quarter.

C. Notwithstanding the provisions of division (b)(1)A. and B. of this section, taxes required to be deducted and withheld shall be remitted semimonthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld on behalf of Parma Heights in the preceding calendar year exceeded eleven thousand nine hundred and ninety-nine dollars (\$11,999), or if in any month of the preceding calendar year exceeded one thousand dollars (\$1,000). Payment under division (b)(1)C. of this section shall be made so that the payment is received by the Tax Administrator not later than one of the following:

1. If the taxes were deducted and withheld or required to be deducted and withheld during the first fifteen days of a month, the third banking day after the fifteenth day of that month;

2. If the taxes were deducted and withheld or required to be deducted and withheld after the fifteenth day of a month and before the first day of the immediately following month, the third banking day after the last day of the month.

(2) If the employer, agent of an employer, or other payer is required to make payments electronically for the purpose of paying Federal taxes withheld on payments to employees under section 6302 of the Internal Revenue Code, 26 C.F.R. 31.6302-1, or any other Federal statute or regulation, the payment and subsequent payments, based on the Tax Administrator's determination, may be required to be made by electronic funds transfer to the Tax Administrator of all taxes deducted and withheld on behalf of Parma Heights. The payment of tax by electronic funds transfer under this division does not affect an employer's, agent's, or other payer's obligation to file any return as required under this section.

(3) An employer, agent of an employer, or other payer shall make and file a return showing the amount of tax withheld by the employer, agent, or other payer from the qualifying wages of each employee and remitted to the Tax Administrator. A return filed by an employer, agent, or other payer under this division shall be accepted by Tax Administrator and Parma Heights as the return required of a non-resident employee whose sole income subject to the tax under this chapter is the qualifying wages reported by the employee's employer, agent of an employer, or other payer.

(4) An employer, agent of an employer, or other payer is not required to withhold Parma Heights income tax with respect to an individual's disqualifying disposition of an incentive stock option if, at the time of the disqualifying disposition, the individual is not an employee of either the corporation with respect to whose stock the option has been issued or of such corporation's successor entity.

(5) A. An employee is not relieved from liability for a tax by the failure of the employer, agent of an employer, or other payer to withhold the tax as required under this chapter or by the employer's, agent's, or other payer's exemption from the requirement to withhold the tax.

B. The failure of an employer, agent of an employer, or other payer to remit to Parma Heights the tax withheld relieves the employee from liability for that tax unless the

employee colluded with the employer, agent, or other payer in connection with the failure to remit the tax withheld.

(6) Compensation deferred before June 26, 2003, is not subject to Parma Heights income tax or income tax withholding requirement to the extent the deferred compensation does not constitute qualifying wages at the time the deferred compensation is paid or distributed.

(7) Each employer, agent of an employer, or other payer required to withhold taxes is liable for the payment of that amount required to be withheld, whether or not such taxes have been withheld, and such amount shall be deemed to be held in trust for Parma Heights until such time as the withheld amount is remitted to the Tax Administrator.

(8) On or before the last day of February of each year, an employer shall file a withholding reconciliation return with the Tax Administrator listing:

A. The names, addresses, and Social Security numbers of all employees from whose qualifying wages tax was withheld or should have been withheld for Parma Heights during the preceding calendar year;

B. The amount of tax withheld, if any, from each such employee, the total amount of qualifying wages paid to such employee during the preceding calendar year;

C. The name of every other municipal corporation for which tax was withheld or should have been withheld from such employee during the preceding calendar year;

D. Any other information required for Federal income tax reporting purposes on Internal Revenue Service form W-2 or its equivalent form with respect to such employee;

E. Other information as may be required by the Tax Administrator.

(9) The officer or the employee of the employer, agent of an employer, or other payer with control or direct supervision of or charged with the responsibility for withholding the tax or filing the reports and making payments as required by this section, shall be personally liable for a failure to file a report or pay the tax due as required by this section. The dissolution of an employer, agent of an employer, or other payer does not discharge the officer's or employee's liability for a failure of the employer, agent of an employer, or other payer to file returns or pay any tax due.

(10) An employer is required to deduct and withhold Parma Heights income tax on tips and gratuities received by the employer's employees and constituting qualifying wages, but only to the extent that the tips and gratuities are under the employer's control. For the purposes of this division, a tip or gratuity is under the employer's control if the tip or gratuity is paid by the customer to the employer for subsequent remittance to the employee, or if the customer pays the tip or gratuity by credit card, debit card, or other electronic means.

(11) The Tax Administrator shall consider any tax withheld by an employer at the request of an employee, when such tax is not otherwise required to be withheld by this chapter, to be tax required to be withheld and remitted for the purposes of this section.

Occasional Entrant - Withholding.

(c) (1) As used in this division:

A. "Employer" includes a person that is a related member to or of an employer.

B. "Fixed location" means a permanent place of doing business in this State, such as an office, warehouse, storefront, or similar location owned or controlled by an employer.

C. "Principal place of work" means the fixed location to which an employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location, "principal place of work" means the worksite location in this State to which the employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location or worksite location, "principal place of work" means the location in this State at which the employee spends the greatest number of days in a calendar year performing services for or on behalf of the employee's employer.

If there is not a single municipal corporation in which the employee spent the "greatest number of days in a calendar year" performing services for or on behalf of the employer, but instead there are two or more municipal corporations in which the employee spent an identical number of days that is greater than the number of days the employee spent in any other municipal corporation, the employer shall allocate any of the employee's qualifying wages subject to division (c)(2)A.1. of this section among those two or more municipal corporations. The allocation shall be made using any fair and reasonable method, including, but not limited to, an equal allocation among such municipal corporations or an allocation based upon the time spent or sales made by the employee in each such municipal corporation. A municipal corporation to which qualifying wages are allocated under this division shall be the employee's "principal place of work" with respect to those qualifying wages for the purposes of this section.

For the purposes of this division, the location at which an employee spends a particular day shall be determined in accordance with division (c)(2)B. of this section, except that "location" shall be substituted for "municipal corporation" wherever "municipal corporation" appears in that division.

D. "Professional athlete" means an athlete who performs services in a professional athletic event for wages or other remuneration.

E. "Professional entertainer" means a person who performs services in the professional performing arts for wages or other remuneration on a per-event basis.

F. "Public figure" means a person of prominence who performs services at discrete events, such as speeches, public appearances, or similar events, for wages or other remuneration on a per-event basis.

G. "Worksite location" means a construction site or other temporary worksite in this State at which the employer provides services for more than twenty days during the calendar year. "Worksite location" does not include the home of an employee.

(2) A. Subject to divisions (c)(3), (c)(5), (c)(6), and (c)(7) of this section, an employer is not required to withhold Parma Heights income tax on qualifying wages paid to an employee for the performance of personal services in Parma Heights if the employee performed such services in Parma Heights on twenty or fewer days in a calendar year, unless one of the following conditions applies:

1. The employee's principal place of work is located in Parma Heights.

2. The employee performed services at one or more presumed worksite locations in Parma Heights. For the purposes of this division, "presumed worksite location" means a construction site or other temporary worksite in Parma Heights at which the employer provides or provided services that can reasonably be, or would have been, expected by the employer to last more than twenty days in a calendar year. Services can "reasonably be expected by the employer to last more than twenty days" if either of the following applies at the time the services commence:

- a. The nature of the services are such that it will require more than twenty days of the services to complete the services;

- b. The agreement between the employer and its customer to perform services at a location requires the employer to perform the services at the location for more than twenty days.

3. The employee is a resident of Parma Heights and has requested that the employer withhold tax from the employee's qualifying wages as provided in Section 194.04.

4. The employee is a professional athlete, professional entertainer, or public figure, and the qualifying wages are paid for the performance of services in the employee's capacity as a professional athlete, professional entertainer, or public figure.

B. For the purposes of division (c)(2)A. of this section, an employee shall be considered to have spent a day performing services in Parma Heights only if the employee spent more time performing services for or on behalf of the employer in Parma Heights than in any other municipal corporation on that day. For the purposes of determining the amount of time an employee spent in a particular location, the time spent performing one or more of the following activities shall be considered to have been spent at the employee's principal place of work:

1. Traveling to the location at which the employee will first perform services for the employer for the day;

2. Traveling from a location at which the employee was performing services for the employer to any other location;

3. Traveling from any location to another location in order to pick up or load, for the purpose of transportation or delivery, property that has been purchased, sold, assembled,

fabricated, repaired, refurbished, processed, remanufactured, or improved by the employee's employer;

4. Transporting or delivering property described in division (c)(2)B.3. of this section, provided that, upon delivery of the property, the employee does not temporarily or permanently affix the property to real estate owned, used, or controlled by a person other than the employee's employer;

5. Traveling from the location at which the employee makes the employee's final delivery or pickup for the day to either the employee's principal place of work or a location at which the employee will not perform services for the employer.

(3) If the principal place of work of an employee is located in another Ohio municipal corporation that imposes an income tax, the exception from withholding requirements described in division (c)(2)A. of this section shall apply only if, with respect to the employee's qualifying wages described in that division, the employer withholds and remits tax on such qualifying wages to that municipal corporation.

(4) A. Except as provided in division (c)(4)B. of this section, if, during a calendar year, the number of days an employee spends performing personal services in Parma Heights exceeds the twenty day threshold, the employer shall withhold and remit tax to Parma Heights for any subsequent days in that calendar year on which the employer pays qualifying wages to the employee for personal services performed in Parma Heights.

B. An employer required to begin withholding tax for Parma Heights under division (c)(4)A. of this section may elect to withhold tax for Parma Heights for the first twenty days on which the employer paid qualifying wages to the employee for personal services performed in Parma Heights.

(5) If an employer's fixed location is Parma Heights and the employer qualifies as a small employer as defined in Section 194.02, the employer shall withhold Municipal income tax on all of the employee's qualifying wages for a taxable year and remit that tax only to Parma Heights, regardless of the number of days which the employee worked outside the corporate boundaries of Parma Heights.

To determine whether an employer qualifies as a small employer for a taxable year, the employer will be required to provide the Tax Administrator with the employer's Federal income tax return for the preceding taxable year.

(6) Divisions (c)(2)A. and (c)(4) of this section shall not apply to the extent that the Tax Administrator and an employer enter into an agreement regarding the manner in which the employer shall comply with the requirements of Section 194.04.

(Ord. 2015-52. Passed 12-14-15.)

194.05 ANNUAL RETURN; FILING.

(a) (1) An annual Parma Heights income tax return shall be completed and filed by every individual taxpayer ~~eighteen years of age or older and any taxpayer that is not an individual~~ for each taxable year for which the taxpayer is subject to the tax, whether or not a tax is due thereon.

(2) The Tax Administrator may accept on behalf of all nonresident individual taxpayers a return filed by an employer, agent of an employer, or other payer under Section 194.04 when the nonresident individual taxpayer's sole income subject to the tax is the qualifying wages reported by the employer, agent of an employer, or other payer, and no additional tax is due Parma Heights.

(b) If an individual is deceased, any return or notice required of that individual shall be completed and filed by that decedent's executor, administrator, or other person charged with the property of that decedent.

(c) If an individual is unable to complete and file a return or notice required by Parma Heights, the return or notice required of that individual shall be completed and filed by the individual's duly authorized agent, guardian, conservator, fiduciary, or other person charged with the care of the person or property of that individual.

(d) Returns or notices required of an estate or a trust shall be completed and filed by the fiduciary of the estate or trust.

(e) Parma Heights shall permit spouses to file a joint return.

(f) (1) Each return required to be filed under this division shall contain the signature of the taxpayer or the taxpayer's duly authorized agent and of the person who prepared the return for the taxpayer. The return shall include the taxpayer's Social Security number or taxpayer identification number. Each return shall be verified by a declaration under penalty of perjury.

(2) The Tax Administrator shall require a taxpayer who is an individual to include, with each annual return and amended return, copies of the following documents: all of the taxpayer's Internal Revenue Service form W-2, "Wage and Tax Statements," including all information reported on the taxpayer's Federal W-2, as well as taxable wages reported or withheld for any municipal corporation; the taxpayer's Internal Revenue Service form 1040; and, with respect to an amended tax return, any other documentation necessary to support the adjustments made in the amended return. An individual taxpayer who files the annual return required by this section electronically is not required to provide paper copies of any of the foregoing to the Tax Administrator unless the Tax Administrator requests such copies after the return has been filed.

(3) The Tax Administrator may require a taxpayer that is not an individual to include, with each annual net profit return, amended net profit return, or request for refund required under this section, copies of only the following documents: the taxpayer's Internal Revenue Service form 1041, form 1065, form 1120, form 1120-REIT, form 1120F, or form 1120S, and, with respect to an amended tax return or refund request, any other

documentation necessary to support the refund request or the adjustments made in the amended return.

A taxpayer that is not an individual and that files an annual net profit return electronically through the Ohio Business Gateway or in some other manner shall either mail the documents required under this division to the Tax Administrator at the time of filing or, if electronic submission is available, submit the documents electronically through the Ohio Business Gateway.

(4) After a taxpayer files a tax return, the Tax Administrator may request, and the taxpayer shall provide, any information, statements, or documents required by Parma Heights to determine and verify the taxpayer's Municipal income tax liability. The requirements imposed under division (f) of this section apply regardless of whether the taxpayer files on a generic form or on a form prescribed by the Tax Administrator.

(g) (1) A. Except as otherwise provided in this chapter, each return required to be filed under this section shall be completed and filed as required by the Tax Administrator on or before the date prescribed for the filing of State individual income tax returns under division (G) of Ohio R.C. 5747.08. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to Parma Heights. No remittance is required if the net amount due is ten dollars (\$10.00) or less.

B. Except as otherwise provided in this chapter, each annual net profit return required to be filed under this section by a taxpayer that is not an individual shall be completed and filed as required by the Tax Administrator on or before the fifteenth day of the fourth month following the end of the taxpayer's taxable year. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to Parma Heights. No remittance is required if the net amount due is ten dollars (\$10.00) or less.

(2) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's Federal income tax return shall automatically receive an extension for the filing of Parma Heights' income tax return. The extended due date of Parma Heights' income tax return shall be the fifteenth day of the tenth month after the last day of the taxable year to which the return relates. For tax years ending on or after January 1, 2023, the extended due date of Parma Heights's income tax return for a taxpayer that is not an individual shall be the 15th day of the eleventh month after the last day of the taxable year to which the return relates. An extension of time to file under this division is not an extension of the time to pay any tax due unless the Tax Administrator grants an extension of that date.

A. A copy of the Federal extension request shall be included with the filing of Parma Heights' income tax return.

B. A taxpayer that has not requested or received a six-month extension for filing the taxpayer's Federal income tax return may submit a written request that the Tax Administrator grant the taxpayer a six-month extension of the date for filing the taxpayer's

Parma Heights income tax return. If the request is received by the Tax Administrator on or before the date the Parma Heights income tax return is due, the Tax Administrator shall grant the taxpayer's requested extension.

(3) If the Tax Commissioner extends for all taxpayers the date for filing State income tax returns under division (G) of Ohio R.C. 5747.08, a taxpayer shall automatically receive an extension for the filing of Parma Heights' income tax return. The extended due date of Parma Heights' income tax return shall be the same as the extended due date of the State income tax return.

(4) If the Tax Administrator considers it necessary in order to ensure the payment of the tax imposed by Parma Heights, the Tax Administrator may require taxpayers to file returns and make payments otherwise than as provided in this division, including taxpayers not otherwise required to file annual returns.

(5) If a taxpayer receives an extension for the filing of a municipal income tax return under division (g)(2), (3), or (4) of this section, the tax administrator shall not make any inquiry or send any notice to the taxpayer with regard to the return on or before the date the taxpayer files the return or on or before the extended due date to file the return, whichever occurs first.

If a tax administrator violates division (g)(5) of this section, the municipal corporation shall reimburse the taxpayer for any reasonable costs incurred to respond to such inquiry or notice, up to \$150.

Division (g)(5) of this section does not apply to an extension received under division (g)(2) of this section if the tax administrator has actual knowledge that the taxpayer failed to file for a federal extension as required to receive the extension under division (g)(2) of this section or failed to file for an extension under division (g)(2)B of this section.

~~(5)~~ (6) To the extent that any provision in this division (g) of this section conflicts with any provision in divisions (n), (o), (p), or (q) of this section, the provisions in divisions (n), (o), (p), or (q) prevail.

(h) (1) For taxable years beginning after 2015, Parma Heights shall not require a taxpayer to remit tax with respect to net profits if the net amount due is ten dollars (\$10.00) or less.

(2) Any taxpayer not required to remit tax to Parma Heights for a taxable year pursuant to division (h)(1) of this section shall file with Parma Heights an annual net profit return under division (f)(3) of this section.

(i) If a payment is required to be made by electronic funds transfer, the payment is considered to be made when the payment is credited to an account designated by the Tax Administrator for the receipt of tax payments, except that, when a payment made by electronic funds transfer is delayed due to circumstances not under the control of the taxpayer, the payment is considered to be made when the taxpayer submitted the payment. This division shall not apply to payments required to be made under Section 194.04(b)(1)A. or provisions for semi-monthly withholding.

(j) Taxes withheld for Parma Heights by an employer, the agent of an employer, or other payer as described in Section 194.04 shall be allowed to the taxpayer as credits against payment of the tax imposed on the taxpayer by Parma Heights, unless the amounts withheld were not remitted to Parma Heights and the recipient colluded with the employer, agent, or other payer in connection with the failure to remit the amounts withheld.

(k) Each return required by Parma Heights to be filed in accordance with this division shall include a box that the taxpayer may check to authorize another person, including a tax return preparer who prepared the return, to communicate with the Tax Administrator about matters pertaining to the return.

(l) The Tax Administrator shall accept for filing a generic form of any income tax return, report, or document required by Parma Heights, provided that the generic form, once completed and filed, contains all of the information required by ordinance, resolution, or rules and regulations adopted by Parma Heights or the Tax Administrator, and provided that the taxpayer or tax return preparer filing the generic form otherwise complies with the provisions of this chapter and of Parma Heights' ordinance, resolution, or rules and regulations governing the filing of returns, reports, or documents.

Filing via Ohio Business Gateway.

(m) (1) Any taxpayer subject to Municipal income taxation with respect to the taxpayer's net profit from a business or profession may file Parma Heights' income tax return, estimated Municipal income tax return, or extension for filing a Municipal income tax return, and may make payment of amounts shown to be due on such returns, by using the Ohio Business Gateway.

(2) Any employer, agent of an employer, or other payer may report the amount of Municipal income tax withheld from qualifying wages, and may make remittance of such amounts, by using the Ohio Business Gateway.

(3) Nothing in this section affects the due dates for filing employer withholding tax returns.

Extension for Service in or for the Armed Forces.

(n) Each member of the national guard of any state and each member of a reserve component of the Armed Forces of the United States called to active duty pursuant to an executive order issued by the President of the United States or an act of the Congress of the United States, and each civilian serving as support personnel in a combat zone or contingency operation in support of the Armed Forces, may apply to the Tax Administrator of Parma Heights for both an extension of time for filing of the return and an extension of time for payment of taxes required by Parma Heights during the period of the member's or civilian's duty service, and for 180 days thereafter. The application shall be filed on or before the 180th day after the member's or civilian's duty terminates. An applicant shall provide such evidence as the Tax Administrator considers necessary to demonstrate eligibility for the extension.

(o) (1) If the Tax Administrator ascertains that an applicant is qualified for an extension under this section, the Tax Administrator shall enter into a contract with the applicant for the payment of the tax in installments that begin on the 181st day after the applicant's active duty or service terminates. The Tax Administrator may prescribe such contract terms as the Tax Administrator considers appropriate. However, taxes pursuant to a contract entered into under this division are not delinquent, and the Tax Administrator shall not require any payments of penalties or interest in connection with those taxes for the extension period.

(2) If the Tax Administrator determines that an applicant is qualified for an extension under this section, the applicant shall neither be required to file any return, report, or other tax document nor be required to pay any tax otherwise due to Parma Heights before the 181st day after the applicant's active duty or service terminates.

(3) Taxes paid pursuant to a contract entered into under division (o)(1) of this section are not delinquent. The Tax Administrator shall not require any payments of penalties or interest in connection with those taxes for the extension period.

(p) (1) Nothing in this division denies to any person described in this division the application of divisions (n) and (o) of this section.

(2) A. A qualifying taxpayer who is eligible for an extension under the Internal Revenue Code shall receive both an extension of time in which to file any return, report, or other tax document and an extension of time in which to make any payment of taxes required by Parma Heights in accordance with this chapter. The length of any extension granted under division (p)(2)A. of this section shall be equal to the length of the corresponding extension that the taxpayer receives under the Internal Revenue Code. As used in this division, "qualifying taxpayer" means a member of the national guard or a member of a reserve component of the Armed Forces of the United States called to active duty pursuant to either an executive order issued by the President of the United States or an act of the Congress of the United States, or a civilian serving as support personnel in a combat zone or contingency operation in support of the Armed Forces.

B. Taxes whose payment is extended in accordance with division (p)(2)A. of this section are not delinquent during the extension period. Such taxes become delinquent on the first day after the expiration of the extension period if the taxes are not paid prior to that date. The Tax Administrator shall not require any payment of penalties or interest in connection with those taxes for the extension period. The Tax Administrator shall not include any period of extension granted under division (c)(2)A. of this section in calculating the penalty or interest due on any unpaid tax.

(q) For each taxable year to which division (n), (o), or (p) of this section applies to a taxpayer, the provisions of divisions (o)(2) and (o)(3) of this section, as applicable, apply to the spouse of that taxpayer if the filing status of the spouse and the taxpayer is married filing jointly for that year.

Consolidated Municipal Income Tax Return.

(r) As used in this section:

(1) "Affiliated group of corporations" means an affiliated group as defined in section 1504 of the Internal Revenue Code, except that, if such a group includes at least one incumbent local exchange carrier that is primarily engaged in the business of providing local exchange telephone service in this State, the affiliated group shall not include any incumbent local exchange carrier that would otherwise be included in the group.

(2) "Consolidated Federal income tax return" means a consolidated return filed for Federal income tax purposes pursuant to section 1501 of the Internal Revenue Code.

(3) "Consolidated Federal taxable income" means the consolidated taxable income of an affiliated group of corporations, as computed for the purposes of filing a consolidated Federal income tax return, before consideration of net operating losses or special deductions. "Consolidated Federal taxable income" does not include income or loss of an incumbent local exchange carrier that is excluded from the affiliated group under division (r)(1) of this section.

(4) "Incumbent local exchange carrier" has the same meaning as in Ohio R.C. 4927.01.

(5) "Local exchange telephone service" has the same meaning as in Ohio R.C. 5727.01.

(s) (1) For taxable years beginning on or after January 1, 2016, a taxpayer that is a member of an affiliated group of corporations may elect to file a consolidated Municipal income tax return for a taxable year if at least one member of the affiliated group of corporations is subject to Parma Heights' income tax in that taxable year, and if the affiliated group of corporations filed a consolidated Federal income tax return with respect to that taxable year. The election is binding for a five-year period beginning with the first taxable year of the initial election unless a change in the reporting method is required under Federal law. The election continues to be binding for each subsequent five-year period unless the taxpayer elects to discontinue filing consolidated Municipal income tax returns under division (s)(2) of this section or a taxpayer receives permission from the Tax Administrator. The Tax Administrator shall approve such a request for good cause shown.

(2) An election to discontinue filing consolidated Municipal income tax returns under this section must be made in the first year following the last year of a five-year consolidated Municipal income tax return election period in effect under division (s)(1) of this section. The election to discontinue filing a consolidated Municipal income tax return is binding for a five-year period beginning with the first taxable year of the election.

(3) An election made under division (s)(1) or (2) of this section is binding on all members of the affiliated group of corporations subject to a Municipal income tax.

(t) A taxpayer that is a member of an affiliated group of corporations that filed a consolidated Federal income tax return for a taxable year shall file a consolidated Parma Heights income tax return for that taxable year if the Tax Administrator determines, by a preponderance of the evidence, that intercompany transactions have not been conducted at arm's length and that there has been a distortive shifting of income or expenses with regard to allocation of net profits to Parma Heights. A taxpayer that is required to file a

consolidated Parma Heights income tax return for a taxable year shall file a consolidated Parma Heights income tax return for all subsequent taxable years, unless the taxpayer requests and receives written permission from the Tax Administrator to file a separate return or a taxpayer has experienced a change in circumstances.

(u) A taxpayer shall prepare a consolidated Parma Heights income tax return in the same manner as is required under the United States Department of Treasury regulations that prescribe procedures for the preparation of the consolidated Federal income tax return required to be filed by the common parent of the affiliated group of which the taxpayer is a member.

(v) (1) Except as otherwise provided in divisions (v)(2), (v)(3), and (v)(4) of this section, corporations that file a consolidated Municipal income tax return shall compute adjusted Federal taxable income, as defined in Section 194.02, by substituting "consolidated Federal taxable income" for "Federal taxable income" wherever "Federal taxable income" appears in that division and by substituting "an affiliated group of corporation's" for "a C corporation's" wherever "a C corporation's" appears in that division.

(2) No corporation filing a consolidated Parma Heights income tax return shall make any adjustment otherwise required under Section 194.02(c)(1) to the extent that the item of income or deduction otherwise subject to the adjustment has been eliminated or consolidated in the computation of consolidated Federal taxable income.

(3) If the net profit or loss of a pass-through entity having at least eighty percent of the value of its ownership interest owned or controlled, directly or indirectly, by an affiliated group of corporations is included in that affiliated group's consolidated Federal taxable income for a taxable year, the corporation filing a consolidated Parma Heights income tax return shall do one of the following with respect to that pass-through entity's net profit or loss for that taxable year:

A. Exclude the pass-through entity's net profit or loss from the consolidated Federal taxable income of the affiliated group and, for the purpose of making the computations required in divisions (r) through (y) of this section, exclude the property, payroll, and gross receipts of the pass-through entity in the computation of the affiliated group's net profit situated to Parma Heights. If the entity's net profit or loss is so excluded, the entity shall be subject to taxation as a separate taxpayer on the basis of the entity's net profits that would otherwise be included in the consolidated Federal taxable income of the affiliated group.

B. Include the pass-through entity's net profit or loss in the consolidated Federal taxable income of the affiliated group and, for the purpose of making the computations required in divisions (r) through (y) of this section, include the property, payroll, and gross receipts of the pass-through entity in the computation of the affiliated group's net profit situated to Parma Heights. If the entity's net profit or loss is so included, the entity shall not be subject to taxation as a separate taxpayer on the basis of the entity's net profits that are included in the consolidated Federal taxable income of the affiliated group.

(4) If the net profit or loss of a pass-through entity having less than eighty percent of the value of its ownership interest owned or controlled, directly or indirectly, by an

affiliated group of corporations is included in that affiliated group's consolidated Federal taxable income for a taxable year, all of the following shall apply:

A. The corporation filing the consolidated Municipal income tax return shall exclude the pass-through entity's net profit or loss from the consolidated Federal taxable income of the affiliated group and, for the purposes of making the computations required in divisions (r) through (y) of this section, exclude the property, payroll, and gross receipts of the pass-through entity in the computation of the affiliated group's net profit situated to Parma Heights;

B. The pass-through entity shall be subject to Parma Heights income taxation as a separate taxpayer in accordance with this chapter on the basis of the entity's net profits that would otherwise be included in the consolidated Federal taxable income of the affiliated group.

(w) Corporations filing a consolidated Parma Heights income tax return shall make the computations required under divisions (r) through (y) of this section by substituting "consolidated Federal taxable income attributable to" for "net profit from" wherever "net profit from" appears in that section and by substituting "affiliated group of corporations" for "taxpayer" wherever "taxpayer" appears in that section.

(x) Each corporation filing a consolidated Parma Heights income tax return is jointly and severally liable for any tax, interest, penalties, fines, charges, or other amounts imposed by Parma Heights in accordance with this chapter on the corporation, an affiliated group of which the corporation is a member for any portion of the taxable year, or any one or more members of such an affiliated group.

(y) Corporations and their affiliates that made an election or entered into an agreement with Parma Heights before January 1, 2016, to file a consolidated or combined tax return with Parma Heights may continue to file consolidated or combined tax returns in accordance with such election or agreement for taxable years beginning on and after January 1, 2016.

(Ord. 2015-52. Passed 12-14-15.)

194.06 CREDIT FOR TAX PAID TO OTHER MUNICIPALITIES.

(a) Every individual taxpayer domiciled in Parma Heights who is required to and does pay, or has acknowledged liability for, a municipal tax to another municipality on or measured by the same income, qualifying wages, commissions, net profits or other compensation taxable under this chapter may claim a nonrefundable credit upon satisfactory evidence of the tax paid to the other municipality. Subject to division (c) of this section, the credit shall not exceed 100 percent of the amount obtained by multiplying the income, qualifying wages, commissions, net profits or other compensation subject to tax in the other municipality by the tax rate in such other municipality or the rate of two percent, whichever is lower.

(b) Parma Heights shall grant a credit against its tax on income to a resident of Parma Heights who works in a joint economic development zone created under Ohio R.C. 715.691 or a joint economic development district created under Ohio R.C. 715.70, 715.71, or 715.72 to the same extent that it grants a credit against its tax on income to its residents who are employed in another municipal corporation.

(c) If the amount of tax withheld or paid to the other municipality is less than the amount of tax required to be withheld or paid to the other municipality, then for purposes of division (a) of this section, the income, qualifying wages, commissions, net profits or other compensation subject to tax in the other municipality shall be limited to the amount computed by dividing the tax withheld or paid to the other municipality by the tax rate for that municipality.

(Ord. 2015-52. Passed 12-14-15.)

194.07 ESTIMATED TAXES.

(a) As used in this section:

(1) "Estimated taxes" means the amount that the taxpayer reasonably estimates to be the taxpayer's tax liability for Parma Heights' income tax for the current taxable year.

(2) "Tax liability" means the total taxes due to Parma Heights for the taxable year, after allowing any credit to which the taxpayer is entitled, and after applying any estimated tax payment, withholding payment, or credit from another taxable year.

(b) (1) Every taxpayer shall make a declaration of estimated taxes for the current taxable year, on the form prescribed by the Tax Administrator, if the amount payable as estimated taxes is at least two hundred dollars (\$200.00). For the purposes of this section:

A. Taxes withheld for Parma Heights from qualifying wages shall be considered as paid to Parma Heights in equal amounts on each payment date unless the taxpayer establishes the dates on which all amounts were actually withheld, in which case they shall be considered as paid on the dates on which the amounts were actually withheld.

B. An overpayment of tax applied as a credit to a subsequent taxable year is deemed to be paid on the date of the postmark stamped on the cover in which the payment is mailed or, if the payment is made by electronic funds transfer, the date the payment is submitted. As used in this division, "date of the postmark" means, in the event there is more than one date on the cover, the earliest date imprinted on the cover by the postal service.

(2) Taxpayers filing joint returns shall file joint declarations of estimated taxes. A taxpayer may amend a declaration under rules prescribed by the Tax Administrator. A taxpayer having a taxable year of less than twelve months shall make a declaration under rules prescribed by the Tax Administrator.

(3) The declaration of estimated taxes shall be filed on or before the date prescribed for the filing of Municipal income tax returns under Section 194.05(g) or on or before the fifteenth day of the fourth month after the taxpayer becomes subject to tax for the first time.

(4) Taxpayers reporting on a fiscal year basis shall file a declaration on or before the fifteenth day of the fourth month after the beginning of each fiscal year or period.

(5) The original declaration or any subsequent amendment may be increased or decreased on or before any subsequent quarterly payment day as provided in this section.

(c) (1) The required portion of the tax liability for the taxable year that shall be paid through estimated taxes made payable to Parma Heights, including the application of tax refunds to estimated taxes and withholding on or before the applicable payment date, shall be as follows:

A. On or before the fifteenth day of the fourth month after the beginning of the taxable year, twenty-two and one-half percent of the tax liability for the taxable year;

B. On or before the fifteenth day of the sixth month after the beginning of the taxable year, forty-five percent of the tax liability for the taxable year;

C. On or before the fifteenth day of the ninth month after the beginning of the taxable year, sixty-seven and one-half percent of the tax liability for the taxable year;

D. For an individual, on or before the fifteenth day of the first month of the following taxable year, ninety percent of the tax liability for the taxable year. For a person other than an individual, on or before the fifteenth day of the twelfth month of the taxable year, ninety percent of the tax liability for the taxable year.

(2) When an amended declaration has been filed, the unpaid balance shown due on the amended declaration shall be paid in equal installments on or before the remaining payment dates.

(3) On or before the fifteenth day of the fourth month of the year following that for which the declaration or amended declaration was filed, an annual return shall be filed and any balance which may be due shall be paid with the return in accordance with Section 194.05.

(d) (1) In the case of any underpayment of any portion of a tax liability, penalty and interest may be imposed pursuant to Section 194.18 upon the amount of underpayment for the period of underpayment, unless the underpayment is due to reasonable cause as described in division (e) of this section. The amount of the underpayment shall be determined as follows:

A. For the first payment of estimated taxes each year, twenty-two and one-half percent of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

B. For the second payment of estimated taxes each year, forty-five percent of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

C. For the third payment of estimated taxes each year, sixty-seven and one-half percent of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

D. For the fourth payment of estimated taxes each year, ninety percent of the tax liability, less the amount of taxes paid by the date prescribed for that payment.

(2) The period of the underpayment shall run from the day the estimated payment was required to be made to the date on which the payment is made. For purposes of this section, a payment of estimated taxes on or before any payment date shall be considered a payment of any previous underpayment only to the extent the payment of estimated taxes exceeds the amount of the payment presently required to be paid to avoid any penalty.

(e) An underpayment of any portion of tax liability determined under division (d) of this section shall be due to reasonable cause and the penalty imposed by this section shall not be added to the taxes for the taxable year if any of the following apply:

(1) The amount of estimated taxes that were paid equals at least ninety percent of the tax liability for the current taxable year, determined by annualizing the income received during the year up to the end of the month immediately preceding the month in which the payment is due.

(2) The amount of estimated taxes that were paid equals at least 100 percent of the tax liability shown on the return of the taxpayer for the preceding taxable year, provided that the immediately preceding taxable year reflected a period of twelve months and the taxpayer filed a return with Parma Heights under Section 194.05 for that year.

(3) The taxpayer is an individual who resides in Parma Heights but was not domiciled here on the first day of January of the calendar year that includes the first day of the taxable year.

(Ord. 2015-52. Passed 12-14-15; Ord. 2018-3. Passed 1-22-18.)

194.08 ROUNDING OF AMOUNTS.

A person may round to the nearest whole dollar all amounts the person is required to enter on any return, report, voucher, or other document required under this chapter. Any fractional part of a dollar that equals or exceeds fifty cents (\$.50) shall be rounded to the next whole dollar, and any fractional part of a dollar that is less than fifty cents (\$.50) shall be dropped. If a person chooses to round amounts entered on a document, the person shall round all amounts entered on the document.

(Ord. 2015-52. Passed 12-14-15.)

194.09 REQUESTS FOR REFUNDS.

(a) As used in this section, "withholding tax" has the same meaning as in Section 194.18.

(b) Upon receipt of a request for a refund, the Tax Administrator, in accordance with this section, shall refund to employers, agents of employers, other payers, or taxpayers, with respect to any income or withholding tax levied by Parma Heights:

(1) Overpayments of ten dollars (\$10.00) or more;

(2) Amounts paid erroneously if the refund requested is ten dollars (\$10.00) or more.

(c) (1) Except as otherwise provided in this chapter, requests for refund shall be filed with the Tax Administrator, on the form prescribed by the Tax Administrator within three years after the tax was due or paid, whichever is later. The Tax Administrator may require the requestor to file with the request any documentation that substantiates the requestor's claim for a refund.

(2) On filing of the refund request, the Tax Administrator shall determine the amount of refund due and certify such amount to the appropriate municipal corporation official for payment. Except as provided in division (c)(3) of this section, the Administrator shall issue an assessment to any taxpayer whose request for refund is fully or partially denied. The assessment shall state the amount of the refund that was denied, the reasons for the denial, and instructions for appealing the assessment.

(3) If a Tax Administrator denies in whole or in part a refund request included within the taxpayer's originally filed annual income tax return, the Tax Administrator shall notify the taxpayer, in writing, of the amount of the refund that was denied, the reasons for the denial, and instructions for requesting an assessment that may be appealed under Section 194.21.

(d) A request for a refund that is received after the last day for filing specified in division (c) of this section shall be considered to have been filed in a timely manner if any of the following situations exist:

(1) The request is delivered by the postal service, and the earliest postal service postmark on the cover in which the request is enclosed is not later than the last day for filing the request.

(2) The request is delivered by the postal service, the only postmark on the cover in which the request is enclosed was affixed by a private postal meter, the date of that postmark is not later than the last day for filing the request, and the request is received within seven days of such last day.

(3) The request is delivered by the postal service, no postmark date was affixed to the cover in which the request is enclosed or the date of the postmark so affixed is not legible, and the request is received within seven days of the last day for making the request.

(e) Interest shall be allowed and paid on any overpayment by a taxpayer of any Municipal income tax obligation from the date of the overpayment until the date of the

refund of the overpayment, except that if any overpayment is refunded within ninety days after the final filing date of the annual return or ninety days after the completed return is filed, whichever is later, no interest shall be allowed on the refund. For the purpose of computing the payment of interest on amounts overpaid, no amount of tax for any taxable year shall be considered to have been paid before the date on which the return on which the tax is reported is due, without regard to any extension of time for filing that return. Interest shall be paid at the interest rate described in Section 194.18(a)(4).

(Ord. 2015-52. Passed 12-14-15.)

194.10 SECOND MUNICIPALITY IMPOSING TAX AFTER TIME PERIOD ALLOWED FOR REFUND.

(a) Income tax that has been deposited with Parma Heights, but should have been deposited with another municipality, is allowable by Parma Heights as a refund but is subject to the three-year limitation on refunds.

(b) Income tax that was deposited with another municipality but should have been deposited with Parma Heights is subject to recovery by Parma Heights. If Parma Heights' tax on that income is imposed after the time period allowed for a refund of the tax or withholding paid to the other municipality, Parma Heights shall allow a nonrefundable credit against the tax or withholding Parma Heights claims is due with respect to such income or wages, equal to the tax or withholding paid to the first municipality with respect to such income or wages.

(c) If Parma Heights' tax rate is less than the tax rate in the other municipality, then the nonrefundable credit shall be calculated using Parma Heights' tax rate. However, if Parma Heights' tax rate is greater than the tax rate in the other municipality, the tax due in excess of the nonrefundable credit is to be paid to Parma Heights, along with any penalty and interest that accrued during the period of nonpayment.

(d) Nothing in this section permits any credit carryforward.

(Ord. 2015-52. Passed 12-14-15.)

194.11 AMENDED RETURNS.

(a) (1) If a taxpayer's tax liability shown on the annual tax return for Parma Heights changes as a result of an adjustment to the taxpayer's Federal or State income tax return, the taxpayer shall file an amended return with Parma Heights. The amended return shall be filed on a form required by the Tax Administrator.

(2) If a taxpayer intends to file an amended consolidated Municipal income tax return, or to amend its type of return from a separate return to a consolidated return, based on the taxpayer's consolidated Federal income tax return, the taxpayer shall notify the Tax Administrator before filing the amended return.

(b) (1) In the case of an underpayment, the amended return shall be accompanied by payment of any combined additional tax due, together with any penalty and interest thereon. If the combined tax shown to be due is ten dollars (\$10.00) or less, no payment need be made. The amended return shall reopen those facts, figures, computations, or attachments from a previously filed return that are not affected, either directly or indirectly, by the adjustment to the taxpayer's Federal or State income tax return only:

A. To determine the amount of tax that would be due if all facts, figures, computations, and attachments were reopened; or

B. If the applicable statute of limitations for civil actions or prosecutions under Section 194.12 has not expired for a previously filed return.

(2) The additional tax to be paid shall not exceed the amount of tax that would be due if all facts, figures, computations, and attachments were reopened; i.e., the payment shall be the lesser of the two amounts.

(c) (1) In the case of an overpayment, a request for refund may be filed under this division within the period prescribed by division (d) of this section for filing the amended return, even if it is filed beyond the period prescribed in that division if it otherwise conforms to the requirements of that division. If the amount of the refund is less than ten dollars (\$10.00), no refund need be paid by Parma Heights. A request filed under this division shall claim refund of overpayments resulting from alterations only to those facts, figures, computations, or attachments required in the taxpayer's annual return that are affected, either directly or indirectly, by the adjustment to the taxpayer's Federal or State income tax return, unless it is also filed within the time prescribed in Section 194.09.

(2) The amount to be refunded shall not exceed the amount of refund that would be due if all facts, figures, computations, and attachments were reopened. All facts, figures, computations, and attachments may be reopened to determine the refund amount due by inclusion of all facts, figures, computations, and attachments.

(d) Within sixty days after the final determination of any Federal or State tax liability affecting the taxpayer's Parma Heights' tax liability, that taxpayer shall make and file an amended Parma Heights return showing income subject to Parma Heights income tax based upon such final determination of Federal or State tax liability. The taxpayer shall pay any additional Parma Heights income tax shown due thereon or make a claim for refund of any overpayment, unless the tax or overpayment is less than ten dollars (\$10.00).

(Ord. 2015-52. Passed 12-14-15.)

194.12 LIMITATIONS.

(a) (1) A. Civil actions to recover Municipal income taxes and penalties and interest on Municipal income taxes shall be brought within the later of:

1. Three years after the tax was due or the return was filed, whichever is later; or

2. One year after the conclusion of the qualifying deferral period, if any.

B. The time limit described in division (a)(1)A. of this section may be extended at any time if both the Tax Administrator and the employer, agent of the employer, other payer, or taxpayer consent in writing to the extension. Any extension shall also extend for the same period of time the time limit described in division (c) of this section.

(2) As used in this section, "qualifying deferral period" means a period of time beginning and ending as follows:

A. Beginning on the date a person who is aggrieved by an assessment files with the Board of Tax Appeals the request described in Section 194.21. That date shall not be affected by any subsequent decision, finding, or holding by any administrative body or court that the Board of Tax Appeals did not have jurisdiction to affirm, reverse, or modify the assessment or any part of that assessment.

B. Ending the later of the sixtieth day after the date on which the final determination of the Board of Tax Appeals becomes final or, if any party appeals from the determination of the Board of Tax Appeals, the sixtieth day after the date on which the final determination of the Board of Tax Appeals is either ultimately affirmed in whole or in part or ultimately reversed and no further appeal of either that affirmation, in whole or in part, or that reversal is available or taken.

(b) Prosecutions for an offense made punishable under a resolution or this chapter imposing an income tax shall be commenced within three years after the commission of the offense, provided that in the case of fraud, failure to file a return, or the omission of twenty-five percent or more of income required to be reported, prosecutions may be commenced within six years after the commission of the offense.

(c) A claim for a refund of Municipal income taxes shall be brought within the time limitation provided in Section 194.09.

(d) (1) Notwithstanding the fact that an appeal is pending, the petitioner may pay all or a portion of the assessment that is the subject of the appeal. The acceptance of a payment by Parma Heights does not prejudice any claim for refund upon final determination of the appeal.

(2) If upon final determination of the appeal an error in the assessment is corrected by the Tax Administrator, upon an appeal so filed or pursuant to a final determination of the Board of Tax Appeals, of the Ohio Board of Tax Appeals, or any court to which the decision of the Ohio Board of Tax Appeals has been appealed, so that the resultant amount due is less than the amount paid, a refund will be paid in the amount of the overpayment as provided by Section 194.09, with interest on that amount as provided by Section 194.09(e).

(e) No civil or criminal action to recover Parma Heights income tax or related penalties or interest shall be brought during either of the following time periods:

(1) The period during which a taxpayer has a right to appeal the imposition of that tax or interest or those penalties;

(2) The period during which an appeal related to the imposition of that tax or interest or those penalties is pending.

(Ord. 2015-52. Passed 12-14-15.)

194.13 AUDITS.

(a) At or before the commencement of an audit, the Tax Administrator shall provide to the taxpayer a written description of the roles of the Tax Administrator and of the taxpayer during the audit and a statement of the taxpayer's rights, including any right to obtain a refund of an overpayment of a tax. At or before the commencement of an audit, the Tax Administrator shall inform the taxpayer when the audit is considered to have commenced.

(b) Except in cases involving suspected criminal activity, the Tax Administrator shall conduct an audit of a taxpayer during regular business hours and after providing reasonable notice to the taxpayer. A taxpayer who is unable to comply with a proposed time for an audit on the grounds that the proposed time would cause inconvenience or hardship must offer reasonable alternative dates for the audit.

(c) At all stages of an audit by the Tax Administrator, a taxpayer is entitled to be assisted or represented by an attorney, accountant, bookkeeper, or other tax practitioner. The Tax Administrator shall prescribe a form by which a taxpayer may designate such a person to assist or represent the taxpayer in the conduct of any proceedings resulting from actions by the Tax Administrator. If a taxpayer has not submitted such a form, the Tax Administrator may accept other evidence, as the Tax Administrator considers appropriate, that a person is the authorized representative of a taxpayer.

A taxpayer may refuse to answer any questions asked by the person conducting an audit until the taxpayer has an opportunity to consult with the taxpayer's attorney, accountant, bookkeeper, or other tax practitioner.

This division does not authorize the practice of law by a person who is not an attorney.

(d) A taxpayer may record, electronically or otherwise, the audit examination.

(e) The failure of the Tax Administrator to comply with a provision of this section shall neither excuse a taxpayer from payment of any taxes owed by the taxpayer nor cure any procedural defect in a taxpayer's case.

(f) If the Tax Administrator fails to substantially comply with the provisions of this section, the Tax Administrator, upon application by the taxpayer, shall excuse the taxpayer from penalties and interest.

(Ord. 2015-52. Passed 12-14-15.)

194.14 SERVICE OF ASSESSMENT.

(a) As used in this section:

(1) "Last known address" means the address the Tax Administrator has at the time a document is originally sent by certified mail, or any address the Tax Administrator can ascertain using reasonable means such as the use of a change of address service offered by the postal service or an authorized delivery service under Ohio R.C. 5703.056.

(2) "Undeliverable address" means an address to which the postal service or an authorized delivery service under Ohio R.C. 5703.056 is not able to deliver an assessment of the Tax Administrator, except when the reason for non-delivery is because the addressee fails to acknowledge or accept the assessment.

(b) Subject to division (c) of this section, a copy of each assessment shall be served upon the person affected thereby either by personal service, by certified mail, or by a delivery service authorized under Ohio R.C. 5703.056. With the permission of the person affected by an assessment, the Tax Administrator may deliver the assessment through alternative means as provided in this section, including, but not limited to, delivery by secure electronic mail.

(c) (1) A. If certified mail is returned because of an undeliverable address, a Tax Administrator shall utilize reasonable means to ascertain a new last known address, including the use of a change of address service offered by the postal service or an authorized delivery service under Ohio R.C. 5703.056. If the Tax Administrator is unable to ascertain a new last known address, the assessment shall be sent by ordinary mail and considered served. If the ordinary mail is subsequently returned because of an undeliverable address, the assessment remains appealable within sixty days after the assessment's postmark.

B. Once the Tax Administrator or other Parma Heights official, or the designee of either, serves an assessment on the person to whom the assessment is directed, the person may protest the ruling of that assessment by filing an appeal with the local Board of Tax Appeals within sixty days after the receipt of service. The delivery of an assessment of the Tax Administrator under division (c)(1)A. of this section is prima facie evidence that delivery is complete and that the assessment is served.

(2) If mailing of an assessment by a Tax Administrator by certified mail is returned for some cause other than an undeliverable address, the Tax Administrator shall resend the assessment by ordinary mail. The assessment shall show the date the Tax Administrator sends the assessment and include the following statement:

"This assessment is deemed to be served on the addressee under applicable law ten days from the date this assessment was mailed by the Tax Administrator as shown on the assessment, and all periods within which an appeal may be filed apply from and after that date."

Unless the mailing is returned because of an undeliverable address, the mailing of that information is prima facie evidence that delivery of the assessment was completed ten

days after the Tax Administrator sent the assessment by ordinary mail and that the assessment was served.

If the ordinary mail is subsequently returned because of an undeliverable address, the Tax Administrator shall proceed under division (c)(1)A. of this section. A person may challenge the presumption of delivery and service under this division in accordance with division (d) of this section.

(d) (1) A person disputing the presumption of delivery and service under division (c) of this section bears the burden of proving by a preponderance of the evidence that the address to which the assessment was sent by certified mail was not an address with which the person was associated at the time the Tax Administrator originally mailed the assessment. For the purposes of this section, a person is associated with an address at the time the Tax Administrator originally mailed the assessment if, at that time, the person was residing, receiving legal documents, or conducting business at the address; or if, before that time, the person had conducted business at the address and, when the assessment was mailed, the person's agent or the person's affiliate was conducting business at the address. For the purposes of this section, a person's affiliate is any other person that, at the time the assessment was mailed, owned or controlled at least twenty percent, as determined by voting rights, of the addressee's business.

(2) If a person elects to appeal an assessment on the basis described in division (d)(1) of this section, and if that assessment is subject to collection and is not otherwise appealable, the person must do so within sixty days after the initial contact by the Tax Administrator or other Parma Heights official, or the designee of either, with the person. Nothing in this division prevents the Tax Administrator or other official from entering into a compromise with the person if the person does not actually file such an appeal with the local Board of Tax Appeals.

(e) Nothing in this section prohibits the Tax Administrator or the Tax Administrator's designee from delivering an assessment by personal service.

(f) Collection actions taken upon any assessment being appealed under division (c)(1)B. of this section, including those on which a claim has been delivered for collection, shall be stayed upon the pendency of an appeal under this section.

(g) Additional regulations as detailed in the Rules and Regulations shall apply.

(Ord. 2015-52. Passed 12-14-15.)

194.15 ADMINISTRATION OF CLAIMS.

(a) As used in this section, "claim" means a claim for an amount payable to Parma Heights that arises pursuant to Parma Heights's income tax imposed in accordance with this chapter.

(b) Nothing in this chapter prohibits a Tax Administrator from doing either of the following if such action is in the best interests of Parma Heights:

(1) Compromise a claim;

(2) Extend for a reasonable period the time for payment of a claim by agreeing to accept monthly or other periodic payments.

(c) The Tax Administrator's rejection of a compromise or payment-over-time agreement proposed by a person with respect to a claim shall not be appealable.

(d) A compromise or payment-over-time agreement with respect to a claim shall be binding upon and shall be to the benefit of only the parties to the compromise or agreement, and shall not eliminate or otherwise affect the liability of any other person.

(e) A compromise or payment-over-time agreement with respect to a claim shall be void if the taxpayer defaults under the compromise or agreement or if the compromise or agreement was obtained by fraud or by misrepresentation of a material fact. Any amount that was due before the compromise or agreement and that is unpaid shall remain due, and any penalties or interest that would have accrued in the absence of the compromise or agreement shall continue to accrue and be due.

(Ord. 2015-52. Passed 12-14-15.)

194.16 TAX INFORMATION CONFIDENTIAL.

(a) Any information gained as a result of returns, investigations, hearings, or verifications required or authorized by this chapter is confidential, and no person shall access or disclose such information except in accordance with a proper judicial order or in connection with the performance of that person's official duties or the official business of Parma Heights as authorized by this chapter. The Tax Administrator or a designee thereof may furnish copies of returns filed or otherwise received under this chapter and other related tax information to the Internal Revenue Service, the Tax Commissioner, and tax administrators of other municipal corporations.

(b) This section does not prohibit Parma Heights from publishing or disclosing statistics in a form that does not disclose information with respect to particular taxpayers.

(Ord. 2015-52. Passed 12-14-15.)

194.17 FRAUD.

No person shall knowingly make, present, aid, or assist in the preparation or presentation of a false or fraudulent report, return, schedule, statement, claim, or document authorized or required by Parma Heights' ordinance or State law to be filed with the Tax Administrator, or knowingly procure, counsel, or advise the preparation or presentation of such report, return, schedule, statement, claim, or document, or knowingly change, alter, or amend, or knowingly procure, counsel or advise such change, alteration, or amendment of

the records upon which such report, return, schedule, statement, claim, or document is based with intent to defraud Parma Heights or the Tax Administrator.

(Ord. 2015-52. Passed 12-14-15.)

194.18 INTEREST AND PENALTIES.

(a) As used in this section:

(1) "Applicable law" means this chapter, the resolutions, chapters, codes, directives, instructions, and rules adopted by Parma Heights provided they impose or directly or indirectly address the levy, payment, remittance, or filing requirements of Parma Heights.

(2) "Federal short-term rate" means the rate of the average market yield on outstanding marketable obligations of the United States with remaining periods to maturity of three years or less, as determined under section 1274 of the Internal Revenue Code, for July of the current year.

(3) "Income tax," "estimated income tax," and "withholding tax" means any income tax, estimated income tax, and withholding tax imposed by Parma Heights pursuant to applicable law, including at any time before January 1, 2016.

(4) "Interest rate as described in division (a) of this section" means the Federal short-term rate, rounded to the nearest whole number percent, plus five percent. The rate shall apply for the calendar year next following the July of the year in which the Federal short-term rate is determined in accordance with division (a)(2) of this section.

(5) "Return" includes any tax return, report, reconciliation, schedule, and other document required to be filed with the Tax Administrator or Parma Heights by a taxpayer, employer, any agent of the employer, or any other payer pursuant to applicable law, including at any time before January 1, 2016.

(6) "Unpaid estimated income tax" means estimated income tax due but not paid by the date the tax is required to be paid under applicable law.

(7) "Unpaid income tax" means income tax due but not paid by the date the income tax is required to be paid under applicable law.

(8) "Unpaid withholding tax" means withholding tax due but not paid by the date the withholding tax is required to be paid under applicable law.

(9) "Withholding tax" includes amounts an employer, any agent of an employer, or any other payer did not withhold in whole or in part from an employee's qualifying wages, but that, under applicable law, the employer, agent, or other payer is required to withhold from an employee's qualifying wages.

(b) (1) This section applies to the following:

A. Any return required to be filed under applicable law for taxable years beginning on or after January 1, 2016;

B. Income tax, estimated income tax, and withholding tax required to be paid or remitted to Parma Heights on or after January 1, 2016.

(2) This section does not apply to returns required to be filed or payments required to be made before January 1, 2016, regardless of the filing or payment date. Returns required to be filed or payments required to be made before January 1, 2016, but filed or paid after that date shall be subject to the chapters or rules and regulations, as adopted before January 1, 2016, of Parma Heights to which the return is to be filed or the payment is to be made.

(c) Should any taxpayer, employer, agent of the employer, or other payer for any reason fail, in whole or in part, to make timely and full payment or remittance of income tax, estimated income tax, or withholding tax or to file timely with Parma Heights any return required to be filed, the following penalties and interest shall apply:

(1) Interest shall be imposed at the rate described in division (a) of this section, per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax.

(2) A. With respect to unpaid income tax and unpaid estimated income tax, Parma Heights may impose a penalty equal to fifteen percent of the amount not timely paid.

B. With respect to any unpaid withholding tax, Parma Heights may impose a penalty not exceeding fifty percent of the amount not timely paid.

(3) A. For tax years ending on or before December 31, 2022, wWith respect to returns other than estimated income tax returns, Parma Heights may impose a penalty of twenty-five dollars (\$25.00) for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed one hundred and fifty dollars (\$150.00) for each failure.

B. For tax years ending on or after January 1, 2023, with respect to returns other than estimated income tax returns, Parma Heights may impose a penalty not exceeding \$25 for each failure to timely file each return, regardless of the liability shown thereon, except that Parma Heights shall abate or refund the penalty assessed on a taxpayer's first failure to timely file a return after the taxpayer files that return.

(d) Nothing in this section requires Parma Heights to refund or credit any penalty, amount of interest, charges, or additional fees that Parma Heights has properly imposed or collected before January 1, 2016.

(e) Nothing in this section limits the authority of Parma Heights to abate or partially abate penalties or interest imposed under this section when the Tax Administrator determines, in the Tax Administrator's sole discretion, that such abatement is appropriate.

(f) By October 31 of each year Parma Heights shall publish the rate described in division (a) of this section applicable to the next succeeding calendar year.

(g) Parma Heights may impose on the taxpayer, employer, any agent of the employer, or any other payer Parma Heights's post-judgment collection costs and fees, including attorney's fees.

(Ord. 2015-52. Passed 12-14-15; Ord. 2018-3. Passed 1-22-18.)

194.19 AUTHORITY OF TAX ADMINISTRATOR AND FINANCE DIRECTOR; VERIFICATION OF INFORMATION.

Authority.

(a) Nothing in this chapter shall limit the authority of the Tax Administrator to perform any of the following duties or functions, unless the performance of such duties or functions is expressly limited by a provision of the Ohio Revised Code:

(1) A. Exercise all powers whatsoever of a query nature as provided by law, including, the right to inspect books, accounts, records, memorandums, and Federal and State income tax returns, to examine persons under oath, to issue orders or subpoenas for the production of books, accounts, papers, records, documents, and testimony, to take depositions, to apply to a court for attachment proceedings as for contempt, to approve vouchers for the fees of officers and witnesses, and to administer oaths.

B. The powers referred to in this division of this section shall be exercised by the Tax Administrator only in connection with the performance of the duties respectively assigned to the Tax Administrator under Parma Heights' income tax ordinance;

(2) Appoint agents and prescribe their powers and duties;

(3) Confer and meet with officers of other municipal corporations and states and officers of the United States on any matters pertaining to their respective official duties as provided by law;

(4) Exercise the authority provided by law, including orders from bankruptcy courts, relative to remitting or refunding taxes, including penalties and interest thereon, for any reason overpaid. In addition, the Tax Administrator may investigate any claim of overpayment and, if the Tax Administrator finds that there has been an overpayment, make a written statement of the Tax Administrator's findings, and approve and issue a refund payable to the taxpayer, the taxpayer's assigns, or legal representative as provided in this chapter;

(5) Exercise the authority provided by law relative to consenting to the compromise and settlement of tax claims;

(6) Exercise the authority provided by law relative to the use of alternative apportionment methods by taxpayers in accordance with Section 194.03;

(7) A. Make all tax findings, determinations, computations, and orders the Tax Administrator is by law authorized and required to make and, pursuant to time limitations

provided by law, on the Tax Administrator's own motion, review, re-determine, or correct any tax findings, determinations, computations, or orders the Tax Administrator has made.

B. If an appeal has been filed with the Board of Tax Appeals or other appropriate tribunal, the Tax Administrator and Finance Director shall not review, re-determine, or correct any tax finding, determination, computation, or order which the Tax Administrator and Finance Director has made, unless such appeal or application is withdrawn by the appellant or applicant, is dismissed, or is otherwise final;

(8) Destroy any or all returns or other tax documents in the manner authorized by law;

(9) Enter into an agreement with a taxpayer to simplify the withholding obligations described in Section 194.04.

Verification of Accuracy of Returns and Determination of Liability.

(b) (1) A Tax Administrator, or any authorized agent or employee thereof may examine the books, papers, records, and Federal and State income tax returns of any employer, taxpayer, or other person that is subject to, or that the Tax Administrator believes is subject to, the provisions of this chapter for the purpose of verifying the accuracy of any return made or, if no return was filed, to ascertain the tax due under this chapter. Upon written request by the Tax Administrator or a duly authorized agent or employee thereof, every employer, taxpayer, or other person subject to this section is required to furnish the opportunity for the Tax Administrator, authorized agent, or employee to investigate and examine such books, papers, records, and Federal and State income tax returns at a reasonable time and place designated in the request.

(2) The records and other documents of any taxpayer, employer, or other person that is subject to, or that a Tax Administrator believes is subject to, the provisions of this chapter shall be open to the Tax Administrator's inspection during business hours and shall be preserved for a period of six years following the end of the taxable year to which the records or documents relate, unless the Tax Administrator, in writing, consents to their destruction within that period, or by order requires that they be kept longer. The Tax Administrator may require any person, by notice served on that person, to keep such records as the Tax Administrator determines necessary to show whether or not that person is liable, and the extent of such liability, for the income tax levied by Parma Heights or for the withholding of such tax.

(3) The Tax Administrator may examine under oath any person that the Tax Administrator reasonably believes has knowledge concerning any income that was or would have been returned for taxation or any transaction tending to affect such income. The Tax Administrator may, for this purpose, compel any such person to attend a hearing or examination and to produce any books, papers, records, and Federal and State income tax returns in such person's possession or control. The person may be assisted or represented by an attorney, accountant, bookkeeper, or other tax practitioner at any such hearing or examination. This division does not authorize the practice of law by a person who is not an attorney.

(4) No person issued written notice by the Tax Administrator or Finance Director compelling attendance at a hearing or examination or the production of books, papers, records, or Federal or State income tax returns under this section shall fail to comply.

Identification Information.

(c) (1) Nothing in this chapter prohibits the Tax Administrator from requiring any person filing a tax document with the Tax Administrator to provide identifying information, which may include the person's Social Security number, Federal employer identification number, or other identification number requested by the Tax Administrator. A person required by the Tax Administrator to provide identifying information that has experienced any change with respect to that information shall notify the Tax Administrator of the change before, or upon, filing the next tax document requiring the identifying information.

(2) A. If the Tax Administrator makes a request for identifying information and the Tax Administrator does not receive valid identifying information within thirty days of making the request, nothing in this chapter prohibits the Tax Administrator from imposing a penalty upon the person to whom the request was directed pursuant to Section 194.18, in addition to any applicable penalty described in Section 194.99.

B. If a person required by the Tax Administrator to provide identifying information does not notify the Tax Administrator of a change with respect to that information as required under Section 194.19(c) within thirty days after filing the next tax document requiring such identifying information, nothing in this chapter prohibits the Tax Administrator from imposing a penalty pursuant to Section 194.18.

C. The penalties provided for under divisions (c)(2)A. and B. of this section may be billed and imposed in the same manner as the tax or fee with respect to which the identifying information is sought and are in addition to any applicable criminal penalties described in Section 194.99 for a violation of Section 194.17 and any other penalties that may be imposed by the Tax Administrator by law.

D. In the case of residents, it is incumbent upon the taxpayer to register with the Parma Heights income tax office within thirty days after the taxpayer becomes a resident of Parma Heights. Registration shall be accomplished by completing and submitting the individual and/or business questionnaire, as appropriate.

(Ord. 2015-52. Passed 12-14-15.)

194.20 REQUEST FOR OPINION OF THE TAX ADMINISTRATOR.

(a) An "opinion of the Tax Administrator" means an opinion issued under this section with respect to prospective Municipal income tax liability. It does not include ordinary correspondence of the Tax Administrator.

(b) A taxpayer may submit a written request for an opinion of the Tax Administrator in accordance with the Rules and Regulations.

(c) A taxpayer is not relieved of tax liability for any activity or transaction related to a request for an opinion that contained any misrepresentation or omission of one or more material facts.

(d) A Tax Administrator may refuse to offer an opinion on any request received under this section. Such refusal is not subject to appeal.

(e) An opinion of the Tax Administrator binds the Tax Administrator only with respect to the taxpayer for whom the opinion was prepared and does not bind the Tax Administrator of any other municipal corporation.

(f) An opinion of the Tax Administrator issued under this section is not subject to appeal.

(Ord. 2015-52. Passed 12-14-15.)

194.21 BOARD OF TAX APPEALS.

(a) (1) The Board of Tax Appeals shall consist of three members. Two members shall be appointed by the legislative authority of Parma Heights, but such appointees may not be employees, elected officials, or contractors with Parma Heights at any time during their term or in the five years (which applies only to these two appointments) immediately preceding the date of appointment. One member shall be appointed by the Mayor of Parma Heights. This member may be an employee of Parma Heights, but may not be the Director of Finance or equivalent officer, or the Tax Administrator or other similar official or an employee directly involved in municipal tax matters, or any direct subordinate thereof.

(2) The term for members of the Board of Tax Appeals shall be two years. There is no limit on the number of terms that a member may serve if the member is reappointed by the legislative authority. The Board Member appointed by the Mayor of Parma Heights shall serve at the discretion of the administrative official.

(3) Members of the Board of Tax Appeals appointed by the legislative authority may be removed by the legislative authority by majority vote for malfeasance, misfeasance, or nonfeasance in office. To remove such a member, the legislative authority must give the member a copy of the charges against the member and afford the member an opportunity to be publicly heard in person or by counsel in the member's own defense upon not less than ten days' notice. The decision by the legislative authority on the charges is final and not appealable.

(4) A member of the Board of Tax Appeals who, for any reason, ceases to meet the qualifications for the position prescribed by this section shall resign immediately by operation of law.

(5) A vacancy in an unexpired term shall be filled in the same manner as the original appointment within sixty days of when the vacancy was created. Any member appointed to fill a vacancy occurring prior to the expiration of the term for which the member's predecessor was appointed shall hold office for the remainder of such term. No vacancy on

the Board of Tax Appeals shall impair the power and authority of the remaining members to exercise all the powers of the Board of Tax Appeals.

(6) If a member is temporarily unable to serve on the Board of Tax Appeals due to a conflict of interest, illness, absence, or similar reason, the legislative authority or top administrative official that appointed the member shall appoint another individual to temporarily serve on the Board of Tax Appeals in the member's place. The appointment of such an individual shall be subject to the same requirements and limitations as are applicable to the appointment of the member temporarily unable to serve.

(b) Whenever a Finance Director issues an assessment, the Finance Director shall notify the taxpayer in writing at the same time of the taxpayer's right to appeal the assessment, the manner in which the taxpayer may appeal the assessment, and the address to which the appeal should be directed.

(c) Any person who has been issued an assessment may appeal the assessment to the Board of Tax Appeals by filing a request with the Board of Tax Appeals. The request shall be in writing, shall specify the reason or reasons why the assessment should be deemed incorrect or unlawful, and shall be filed within sixty days after the taxpayer receives the assessment.

(d) The Board of Tax Appeals shall schedule a hearing to be held within sixty days after receiving an appeal of an assessment under division (c) of this section, unless the taxpayer requests additional time to prepare or waives a hearing. If the taxpayer does not waive the hearing, the taxpayer may appear before the Board of Tax Appeals and may be represented by an attorney at law, certified public accountant, or other representative. The Board of Tax Appeals may allow a hearing to be continued as jointly agreed to by the parties. In such a case, the hearing must be completed within 120 days after the first day of the hearing unless the parties agree otherwise.

(e) The Board of Tax Appeals may affirm, reverse, or modify the Finance Director assessment or any part of that assessment. The Board of Tax Appeals shall issue a final determination on the appeal within ninety days after the Board of Tax Appeals' final hearing on the appeal, and send a copy of its final determination by ordinary mail to all of the parties to the appeal within fifteen days after issuing the final determination. The taxpayer or the Finance Director may appeal the Board of Tax Appeals' final determination as provided in Ohio R.C. 5717.011.

(f) The Board of Tax Appeals created pursuant to this section shall adopt rules governing its procedures and shall keep a record of its transactions. Such records are not public records available for inspection under Ohio R.C. 149.43. Hearings requested by a taxpayer before a Board of Tax Appeals created pursuant to this section are not meetings of a public body subject to Ohio R.C. 121.22.

(g) The Board of Tax Appeals shall have the authority to approve or deny rules and regulations that the Tax Administrator wishes to adopt.

(Ord. 2015-52. Passed 12-14-15.)

194.22 AUTHORITY TO CREATE RULES AND REGULATIONS.

(a) Nothing in this chapter prohibits the legislative authority of Parma Heights, or a Tax Administrator pursuant to authority granted to the Tax Administrator by resolution or chapter, to adopt rules and regulations to administer an income tax imposed by Parma Heights in accordance with this chapter. Such rules and regulations shall not conflict with or be inconsistent with any provision of this chapter. Taxpayers are hereby required to comply not only with the requirements of this chapter, but also to comply with the rules and regulations.

(b) All rules and regulations adopted under this section shall be published and posted on the internet.

(Ord. 2015-52. Passed 12-14-15.)

194.23 RENTAL AND LEASED PROPERTY.

(a) All owners of rental or leased property, who rent to tenants, shall file with the Tax Administrator a report showing the name and address of each tenant who occupies such premises within Parma Heights as of January 1, 2005.

(b) Within thirty days after a new tenant occupies rental property of any kind within Parma Heights, all owners of rental or leased property who rent to tenants shall file with the Tax Administrator a report showing the name and address of each tenant who occupies such rental premises within Parma Heights.

(c) Within thirty days after a tenant vacates a rental or leased property located within Parma Heights, the owner of such vacated rental or leased property shall file with the Tax Administrator a report showing the date of vacation from the rental or leased property and the forwarding address of such vacating tenant.

(d) Property owners having twelve or more rental or leased units may, in lieu of divisions (b) and (c) of this section, comply with the intent of this section by filing with the Tax Administrator on a monthly or quarterly basis, as the Tax Administrator may prescribe by rule or regulation, a complete list of new tenants' names and addresses and a complete list of names and available forwarding addresses of tenants who vacate their units.

(e) For purposes of this section, "tenant" means:

(1) A person eighteen years of age or older known to be occupying rental or leased property;

(2) If there is a written lease or rental agreement, the person who signed the written lease or rental agreement with the owner; or

(3) If there is an oral lease or rental agreement, the person with whom the owner entered into the oral lease or rental agreement.

(Ord. 2015-52. Passed 12-14-15.)

194.24 SAVINGS CLAUSE.

This chapter shall not apply to any person, firm or corporation, or to any property as to whom or which it is beyond the power of Council to impose the tax herein provided for. Any sentence, clause, section or part of this chapter or any tax against or exception granted any individual or any of the several groups of persons, or forms of income specified herein if found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this chapter and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter. It is hereby declared to be the intention of Council that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, or part hereof, not been included therein.

(Ord. 2015-52. Passed 12-14-15.)

194.25 COLLECTION OF TAX AFTER TERMINATION OF CHAPTER.

(a) This chapter shall continue effective insofar as the levy of taxes is concerned until repealed, and insofar as the collection of taxes levied hereunder and actions or proceedings for collecting any tax so levied or enforcing any provisions of this chapter are concerned, it shall continue effective until all of said taxes levied hereunder in the aforesaid periods are fully paid and any and all suits and prosecutions for the collection of said taxes or for the punishment of violations of this chapter shall have been fully terminated, subject to the limitations contained in Section 194.12 and Section 194.99 hereof.

(b) Annual returns due for all or any part of the last effective year of this chapter shall be due on the date provided in Section 194.04 and Section 194.05 of this chapter as though the same were continuing.

(Ord. 2015-52. Passed 12-14-15.)

194.27 ELECTION TO BE SUBJECT TO R.C. 718.80 TO 718.95

(a) Parma Heights hereby adopts and incorporates herein by reference Sections 718.80 to 718.95 of the ORC for tax years beginning on or after January 1, 2018.

(b) A taxpayer, as defined in division (c) of this section, may elect to be subject to Sections 718.80 to 718.95 of the ORC in lieu of the provisions of this chapter.

(c) "Taxpayer" has the same meaning as in section 718.01 of the ORC, except that "taxpayer" does not include natural persons or entities subject to the tax imposed under Chapter 5745 of the ORC. "Taxpayer" may include receivers, assignees, or trustees in bankruptcy when such persons are required to assume the role of a taxpayer.

194.99 VIOLATIONS; PENALTIES.

(a) Whoever violates Section 194.04, 194.16(a) or 194.17, by failing to remit Parma Heights income taxes deducted and withheld from an employee, shall be guilty of a misdemeanor of the first degree and shall be subject to a fine of not more than one thousand dollars (\$1,000) or imprisonment for a term of up to six months, or both. If the individual that commits the violation is an employee, or official, of Parma Heights, the individual is subject to discharge from employment or dismissal from office.

(b) Any person who discloses information received from the Internal Revenue Service in violation of Section 194.16(a) shall be guilty of a felony of the fifth degree and shall be subject to a fine of not more than five thousand dollars (\$5,000) plus the costs of prosecution, or imprisonment for a term not exceeding five years, or both. If the individual that commits the violation is an employee, or official, of Parma Heights, the individual is subject to discharge from employment or dismissal from office.

(c) Each instance of access or disclosure in violation of Section 194.16(a) constitutes a separate offense.

(d) If not otherwise specified herein, no person shall:

- (1) Fail, neglect or refuse to make any return or declaration required by this chapter;
- (2) File any incomplete or false return;
- (3) Fail, neglect or refuse to pay the tax, penalties or interest imposed by this chapter;
- (4) Refuse to permit the Tax Administrator or any duly authorized agent or employee to examine his books, records, papers and Federal and State income tax returns relating to the income or net profits of a taxpayer;
- (5) Fail to appear before the Tax Administrator and to produce his books, records, papers or Federal and State income tax returns relating to the income or net profits of a taxpayer upon order or subpoena of the Tax Administrator;
- (6) Refuse to disclose to the Tax Administrator any information with respect to the income or net profits of a taxpayer;
- (7) Fail to comply with the provisions of this chapter or any order or subpoena of the Tax Administrator authorized hereby;
- (8) Give to an employer false information as to his true name, correct Social Security number, and residence address, or fail to promptly notify an employer of any change in residence address and date thereof;
- (9) Attempt to do anything whatsoever to avoid the payment of the whole or any part of the tax, penalties or interest imposed by this chapter.

(e) Any person who violates any of the provisions in division (d) of this section shall be subject to the penalties provided for in division (a) of this section.

(Ord. 2015-52. Passed 12-14-15.)

ORDINANCE NO. 2023 - 72

AN ORDINANCE TO ACCEPT AN EASEMENT ON PARMA PROPERTY IN PARMA, OHIO ON STUMPH ROAD FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A CITY OF PARMA HEIGHTS TRAFFIC DEVICE IN THE CITY OF PARMA, AND DECLARING AN EMERGENCY

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

Section 1: That the proposed easement granted to the City of Parma Heights, Ohio by the City of Parma, Ohio, with the legal description included in the easement agreement identified in Exhibit “1”, attached hereto, and made a part hereof as though fully rewritten, is hereby approved, and the Administration is hereby authorized and directed to accept the same on behalf of the City of Parma Heights, Ohio.

Section 2: That the Administration is hereby directed to cause said proposed easement to be filed for record.

Section 3: 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 4: This Council declares this Ordinance 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 necessary in order to avoid a disruption in safety services; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT 1

TRAFFIC CONTROL DEVICE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made and entered into this day of _____, 2023, (the “Effective Date”) by and between the **CITY OF PARMA**, Ohio, an Ohio municipal corporation (“Grantor”) and the **CITY OF PARMA HEIGHTS**, Ohio, an Ohio municipal corporation (“Grantee”). Grantor and Grantee may be referred to hereafter collectively as the “Parties”.

WITNESSETH THAT:

WHEREAS, Grantor herein is the fee title owner of certain real property located in Parma, Cuyahoga County, Ohio; and

WHEREAS, Grantee has requested of Grantor a permanent, non-exclusive easement in, on, over, across, under, and through a certain portion of the above-described property as shown on Exhibit A attached hereto and made a part hereof for the purpose of constructing, reconstructing, modifying, supplementing, maintaining, operating, and/or removing traffic control devices and supports including, but not limited to, above-ground cables and wires, splicing pedestals, power pedestals, electronic equipment cabinets, cross-connect terminal boxes, concrete pads, protective ballards, marker posts and sings, and other related or useful equipment, including below-ground foundations, cables, wires, conduits, ducts, manholes and handholes, and other related of useful equipment, fixtures, appurtenances, and above-ground and below- ground facilities, together with right to have electrical services extended to the Easement Area (as hereinafter described) to provide service to such facilities and the right to ingress and egress across the Easement Area for the purpose of access to and use of the Easement (as hereinafter described) granted upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Grant of Easement. Upon the terms and conditions hereinafter set forth, Grantor hereby grants to Grantee a permanent, non-exclusive easement (the “Easement”), in, on, over, across, under, and through certain property more particularly described in Exhibit B, attached hereto and made a part hereof (the “Easement Area”) for the purpose, at Parma Heights sole cost and expense, of constructing, reconstructing, modifying, supplementing, maintaining, operating, and/or removing traffic control devices and supports including, but not limited to, above-ground cables and wires, splicing pedestals, power pedestals, electronic equipment cabinets, cross-connect terminal boxes, concrete pads, protective bollards, marker posts and signs, and other related or useful equipment, including below-ground foundations, cables, wires, conduits, ducts, manholes and handholes, and other related or useful equipment, fixtures, appurtenances, and above-ground and below-ground facilities (collectively, the ”Improvements”), together with right to have electrical services extended to the Easement Area to provide service to such facilities and the right to ingress and egress across the Easement Area for the purpose of access to and use of the easement granted herein.

2. Ownership and Maintenance.

- (a) The Improvements shall be and shall remain the property of Parma Heights, and Parma Heights shall be and remain solely responsible for the Improvements; provided, however, that is expressly agreed that the within grant of the Easement is a grant of an easement only and that fee simple title to the Easement Area shall and does remain in Grantor.
- (b) Parma Heights shall construct and at all times shall keep and maintain the improvements in a safe and sound condition and in compliance with all applicable laws, ordinances, rules, and regulations, and Parma Heights has the sole and exclusive responsibility for informing itself thereof.

3. Conditions of Work.

- (a) Prior to commencing any work on the Improvements in any instance, Parma Heights shall submit to the Grantor plans and specifications therefor. No work shall begin on the Improvements unless and until Grantor has given to Parma Heights its written approval of the plans and specifications. Parma Heights shall construct the Improvements in accordance with the plans and specifications approved by Grantor unless a modification thereof is approved in writing by Grantor; provided, however, that Grantor in no event shall assume responsibility for any aspect of such plans and specifications.
- (b) Prior to commencing any work on the Improvements, Parma Heights shall have obtained any and all necessary permits, authorizations, and other consents from any and all governmental authorities with jurisdiction.

4. Use of Easement Area.

- (a) Grantee shall not store any materials or equipment on the Easement Area without the prior written approval of Grantor.
- (b) Grantee shall not remove any trees, shrubbery, or other landscaping features from the Easement Area unless such removal is part of the plans and specifications that have been approved in writing by Grantor or unless Grantee has obtained prior written approval for such removal from Grantor. Grantee shall be held liable to Grantor for any loss or damage to trees, shrubbery, or other landscaping features not scheduled for removal under the approved plans and specifications or not otherwise approved in writing by Grantor.
- (c) At the sole cost and expense of the Grantee, Grantee shall restore the Easement Area not encumbered by the Improvements to the condition existing in each instance prior to any construction, maintenance, repair, or replacement, including without limitation, replacement of trees, shrubbery, lawn grass, and other landscaping features as well as all purpose trails, driveways, sidewalks, pavement, and fences. Without limiting the generality of the foregoing, the Grantee (i) shall seed all disturbed lawn grass with a mixture of twenty percent (20%) Kentucky 31 Fescue, twenty-five percent (25%) Common Kentucky Bluegrass, twenty percent (20%) Manhattan Rye Grass, and thirty-five percent

(35%) Creeping Red Fescue at the rate of eight (8) pounds per one thousand (1,000) square feet and (ii) shall add lime of fertilizer to the lawn grass at the required rate, if Grantor so directs.

(d) Grantee will not impede the growth or development of any naturally occurring vegetative cover on the Easement Area unless it has obtained the prior written approval of Grantor.

5. Insurance. Grantee shall maintain and pay for, or cause to be maintained and paid for, (i) commercial general liability insurance, including without limitation contractual liability coverage, products and completed operations coverage, and coverage for collapse, underground exposure, and explosion hazards; and (ii) commercial automobile liability insurance for owned, hired, and non-owned automobiles. Such insurance (A) shall insure against claims for bodily injury (including death) and property damage, with each policy having a combined single limit of not less than \$1,000,000 per occurrence, (B) shall be primary to any insurance maintained by Grantor, and (C) shall name the Grantor as an additional insured. Certificates of insurance evidencing the aforementioned coverage(s) shall be provided to Grantor prior to commencement of the work. Grantor reserves the right to request a full and complete copy of all insurance policies. Grantee's coverage may not be cancelled or materially changed until at least ten (10) days after written notice to Grantor.

6. Reversion to Grantor. If at any time the Easement ceases to be used by Grantee for the purpose specified herein, the rights hereby granted automatically shall terminate and the Easement shall revert to Grantor, provided that Grantor shall be entitled to retain all rights and remedies that previously may have accrued against Grantee with respect to the Easement.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

8. Modification. No modification of this Agreement shall be binding upon Grantor or Grantee unless set forth in writing and executed by Grantor and Grantee.

9. Severability. If any provision of this Agreement shall be or become invalid or unenforceable, then this Agreement shall be divisible as to such provision, and the remainder of this Agreement shall be and remain valid and binding as though such provision were not included herein.

10. Third-Party Rights. Nothing herein expressed or implied is intended or shall be construed to confer upon any other entity, other than as herein set forth, any rights or remedies under, or by reason of, this Agreement.

11. Successors and Assigns. The rights and obligations of the parties set forth herein shall be binding upon, and inure to the benefit of, each of them, and their respective successors and assigns.

12. Notices. Whenever one party is required or permitted to give notice to the other pursuant to this Agreement, such notice shall be deemed given when delivered by hand or via regular U.S. mail and addressed as follows:

If to Grantor:

ATTN: Law Director City of Parma 7335 Ridge Road Parma, Ohio 44129	and	ATTN: Safety Director City of Parma 6611 Ridge Road Parma, OH 44129
---	-----	--

If to Grantee:

ATTN: Law Director
City of Parma Heights
6281 Pearl Road
Parma Heights, Ohio 44130

Any party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which such new recipient or address will become effective.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first written above.

[signatures on next page]

CITY OF PARMA, OHIO

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to form by the City Law Director
of City of Parma, Ohio

Print Name: Timothy G. Dobeck

Date: _____

CITY OF PARMA HEIGHTS, OHIO

By: _____

Print Name: _____

Its: _____

Date: _____

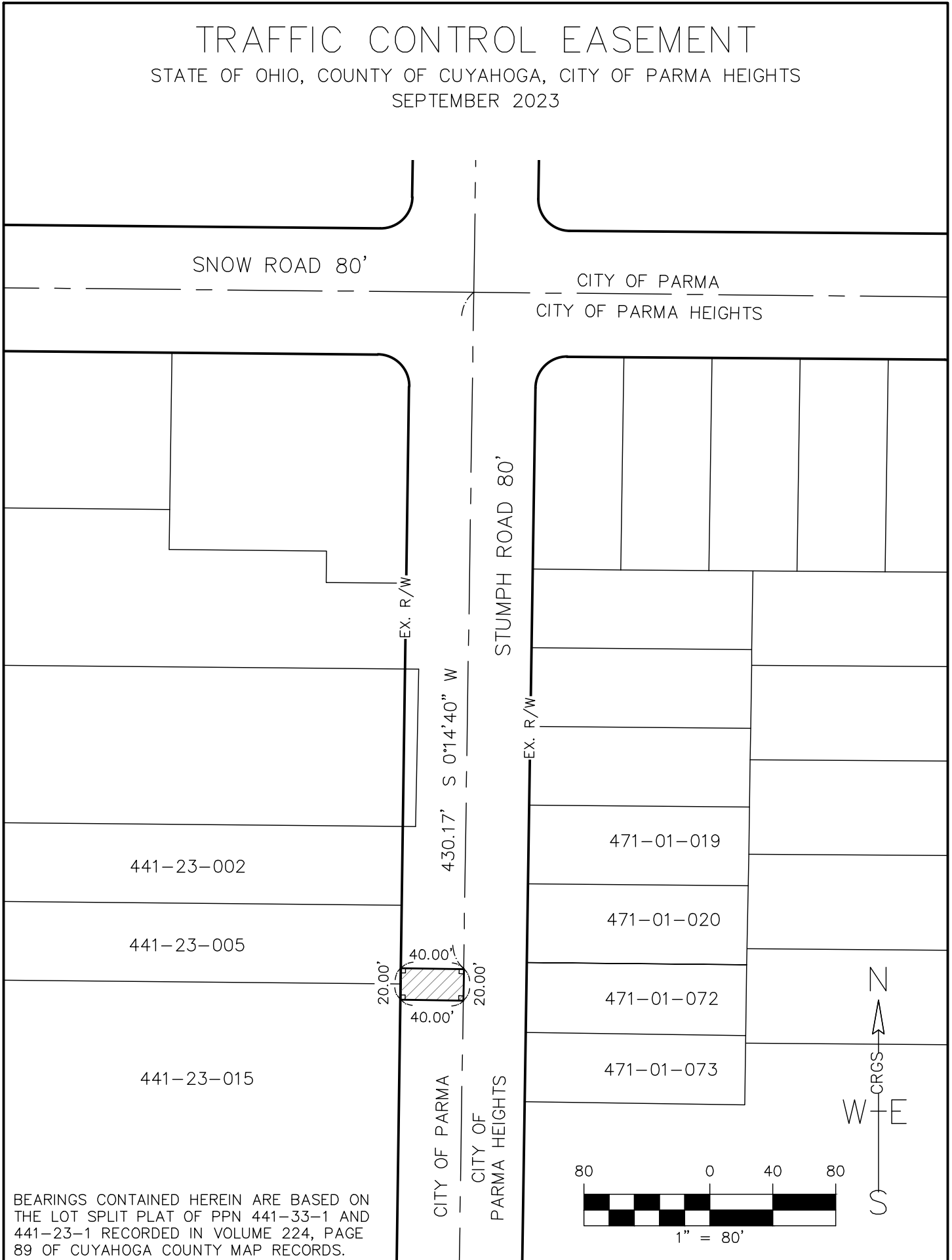
Approved as to form by the City Law Director
of City of Parma Heights, Ohio

Print Name: Mark A. Schneider

Date: _____

TRAFFIC CONTROL EASEMENT

STATE OF OHIO, COUNTY OF CUYAHOGA, CITY OF PARMA HEIGHTS
SEPTEMBER 2023



BEARINGS CONTAINED HEREIN ARE BASED ON THE LOT SPLIT PLAT OF PPN 441-33-1 AND 441-23-1 RECORDED IN VOLUME 224, PAGE 89 OF CUYAHOGA COUNTY MAP RECORDS.

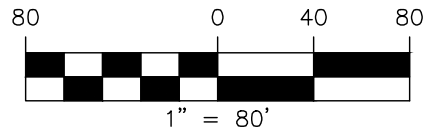


EXHIBIT B

TRAFFIC CONTROL EASEMENT OVER AND THROUGH
LAND OF THE CITY OF PARMA

Situated in the City of Parma, County of Cuyahoga, and State of Ohio, and known as being part of Original Parma Township Lot No. 27, Tuckerman Tract and bounded and described as follows:

Beginning in the centerline of Stumph Road, 80' wide, at its intersection with the centerline of Snow Road, 80' wide;

Thence South 00 degrees, 14 minutes, 40 seconds West 430.17 feet along the centerline of Stumph Road to the principal place of beginning;

Thence North 89 degrees, 45 minutes, 20 seconds West 40.00 feet to a point in the westerly right-of-way line of Stumph Road;

Thence South 00 degrees, 14 minutes, 40 seconds West 20.00 feet along said easterly right-of-way line of Stumph Road to a point;

Thence South 89 degrees, 45 minutes, 20 seconds East 40.00 feet to a point in the centerline of Stumph Road;

Thence North 00 degrees, 14 minutes, 40 seconds East 20.00 feet along the centerline of Stumph Road to the principal place of beginning and containing 800 square feet of land;

Bearings contained herein are based on the Lot Split Plat of PPN 441-33-1 and 441-23-1 recorded in Volume 224, Page 89 of Cuyahoga County Map Records.

ORDINANCE NO. 2023 – 73

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WEISMAN, KENNEDY & BERRIS, CO., L.P.A. AND PLEVIN & GALLUCCI COMPANY, L.P.A. FOR VARIOUS PROFESSIONAL SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights has expended and continues to expend financial resources relevant to inflated insulin supply chain pricing; and

WHEREAS, the City has determined that its legal remedies for losses and damages it has incurred must be determined and pursued.

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

Section 1: The Administration is authorized and directed to execute on behalf of the Municipality a professional services agreement with Weisman, Kennedy & Berris, Co., L.P.A. and Plevin & Gallucci Company, L.P.A., in the form identified as Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten.

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

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to determine and pursue the City’s legal remedies for losses and damages; 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

LEGAL SERVICES CONTRACT

Mail or Fax to:

WEISMAN, KENNEDY & BERRIS, CO., L.P.A.
Daniel Goetz, Esq.
2900 Detroit Avenue, 2nd Floor
Cleveland, Ohio 44113
Telephone: (216) 781-1111
Fax: (216) 781-6747

PLEVIN & GALLUCCI COMPANY, L.P.A.
Frank Gallucci, Esq.
55 Public Square
Suite 2222
Cleveland, Ohio 44113
Telephone: (216) 861-4413
Fax: (216) 861-5322

WHEREAS, the undersigned (“Client”) agrees to retain the law offices of Weisman, Kennedy & Berris, Co., L.P.A. and Plevin & Gallucci Company, L.P.A. (collectively “Law Firms”) as Client’s attorneys in the prosecution of any legal claim against manufacturers, distributors and PBMs (“supply chain parties”) related to insulin arising out of the supply chain parties fraudulent and inappropriate manipulation of the insulin supply chain. The Parties specifically agree as follows:

1. **FEE PERCENTAGE:** As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firms pursuant to the below fee arrangement, of all gross amounts recovered:

15% of pre-complaint recovery;
33% of recovery after the filing of a lawsuit;
40% of recovery after the commencement of trial.

Further, if the action is certified as a class action, the Law Firms shall request an award of common benefit fees and compensation to be award within the discretion of the court irrespective of the stated retainer amount. Client assigns, and the Law Firms accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. All expenses and costs will be deducted prior to the contingent fee calculation. Any liens and subrogation are to be deducted after the contingent fee is calculated.

2. **DISBURSEMENTS:** The Law Firms shall be reimbursed all reasonable expenses associated with the legal services being rendered including, but not limited to, legal research, long distance telephone calls, fax, postage, copying, travel, litigation, and expert expenses. Costs shall also include, but not be limited to, any “MDL Assessment” imposed by any Multi-District Litigation (“MDL”) Court or withheld from any settlement or favorable judgment by any defendant. In addition to the above listed individual costs, there will be

common benefit costs. Common benefit costs are costs expended for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one case, and this deposition can be used for and/or benefits the claims of many other clients, these costs will be classified as common benefit costs. By using this common benefit cost system, no one client has to solely bear the costs which actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equally by all. Client's repayment of costs and expenses is contingent on the outcome from any funds received on the claim in question.

3. **TAX ADVICE:** The Client understands that the Law Firms will not provide any advice regarding the tax consequences of accepting money from a settlement or award. CLIENT SHOULD CONTACT A TAX PROFESSIONAL REGARDING ANY TAX CONCERNS REGARDING ANY SETTLEMENT PRIOR TO THE SETTLEMENT.

4. **TERMINATION:** The Law Firms expressly reserve the right to withdraw their representation at any time upon reasonable notification to the Client, subject to applicable ethical rules, if any. Should the Client terminate the Law Firms, the Law Firms shall continue to be entitled to their legal fees on any and all sums recovered as a result of the claims.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firms are under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

6. **COUNTERCLAIMS:** The above contingency fee does not contemplate the Law Firms' representation of Client against any claims made by a person against the Clients. The Law Firms are under no duty to defend or prosecute any such claim or counterclaim until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

7. **STATUTE OF LIMITATIONS:** Client understands that the Statute of Limitations period for the case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case. Client understands that statutes of limitation may have run on the case and agrees to hold the Law Firms harmless in the event the applicable statutes of limitation have run for any reason.

8. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firms make no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement. Client further understands that Client must immediately report any changes in Client's address or telephone number to the Law Firms.

9. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants the Law Firms power of attorney so that the Law Firms may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could

do so. The Law Firms are also authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. To be clear, all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client.

10. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firms may, at its own expense, use or associate with other attorneys in the representation of the Client.

11. **CLASS ACTION:** Client understands that Law Firms may pursue a class action on behalf of Client and all others similarly situated and client specifically authorizes Law Firms to do so. Client understands that Client may serve as a class representative and may be called upon to act in a representative capacity for those who are similarly situated. Client knows of no conflict that would cause Client to be inadequate representative and agrees to vigorously defend the interests of the class if called upon to do so.

12. **OHIO LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Ohio and the rights, duties and obligations of Client and of the Law Firm's representation of Client and the laws of the State of Ohio shall govern regarding anything covered by this Agreement.

13. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

14. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, herein illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

15. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 2023

Print Client's Name:	PLEVIN & GALLUCCI COMPANY, L.P.A.
Signature:	By:
Address:	

ORDINANCE NO. 2023 - 74

AN ORDINANCE AUTHORIZING THE CREATION OF A SCHOOL ZONE SAFETY FUND, NO. 2904, FOR THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, it is the City’s intent to establish a fund into which revenue associated with school zone safety could be deposited by any and all contributors; and

WHEREAS, Ohio Revised Code Section 5705.09 authorizes the creation of special funds.

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

Section 1: That there is hereby established a special fund for revenue associated with school zone safety, School Zone Safety Fund, No. 2904.

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 Council declares this Ordinance 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 such revenues may be segregated; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

ORDINANCE 2023 – 75

AN ORDINANCE TO ESTABLISH APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO DURING THE PERIOD OF JANUARY 1, 2024 TO AND INCLUDING DECEMBER 31, 2024, AND DECLARING AN EMERGENCY

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

Section 1. That to provide for the current expenses and other expenditures of the City of Parma Heights, Ohio, during the period of January 1, 2024 to and including December 31, 2024, the following sums set forth in the form identified as Exhibit “A”, attached hereto and made a part hereof by reference as if fully rewritten, are set aside and appropriated.

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

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

RESOLUTION NO. 2023 – 76

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AGREEMENTS TO SECURE INSURANCE COVERAGE FOR THE EMPLOYEES OF THE CITY OF PARMA HEIGHTS WITH MEDICAL MUTUAL OF OHIO, AND DECLARING AN EMERGENCY

WHEREAS, proposals were received by the City’s insurance broker, USI Midwest, Inc., for the purchase of various insurance coverages for the City of Parma Heights for the period beginning January 1, 2024 through December 31, 2024 and

WHEREAS, it is the recommendation of the Administration that it is in the City’s best interest to accept the proposal from Medical Mutual of Ohio for all of the existing insurance coverages, including medical, dental, vision, and stop loss.

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 is authorized to enter into agreements with Medical Mutual of Ohio for the period of January 1, 2024 through December 31, 2024 for the provision of insurance coverage and monthly premium rates identified in Exhibit "A", attached hereto, and made a part hereof as though fully rewritten.

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

Section 3. This Resolution is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality and for the further reason that it is immediately necessary to continue insurance coverage for City employees beyond December 31, 2023; 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: _____ APPROVED
CLERK OF COUNCIL

FILED WITH THE MAYOR: _____ MAYOR MARIE GALLO

EXHIBIT A



CITY OF PARMA HEIGHTS
ALL SECTIONS
MINIMUM PREMIUM RENEWAL RATES
 Effective January 1, 2024, through December 31, 2024
 \$100,000 Specific Stop Loss; Incurred any prior, Paid in 12
 120% of Expected Paid Claims; Incurred any prior, Paid in 12; No Loss Carry Forward

Experience Period: July 1, 2022, through June 30, 2023		MEDICAL	DRUG	DENTAL	TOTAL
ESTIMATED INCURRED CLAIMS		\$2,209,776	\$421,496	\$87,186	\$2,718,458
CLAIMS OVER SPECIFIC STOP LOSS LIMIT		(\$655,220)	(\$11,866)	N/A	(\$667,086)
CLAIMS TO ANNUALIZE		N/A	N/A	N/A	N/A
BENEFIT/ENROLLMENT CHANGES		(\$6,218)	N/A	N/A	(\$6,218)
CREDIBILITY & RISK ADJUSTMENTS		\$135,986	\$28,855	(\$4,015)	\$160,826
APPLICABLE TREND		1.1369	1.1537	1.0301	1.1362
	# months	18.0	18.0	18.0	18.0
	Annual	8.93%	10.00%	2.00%	8.88%
PROJECTED NET INCURRED CLAIMS		\$1,914,908	\$505,880	\$85,674	\$2,506,462
PROJECTED NET PAID CLAIMS		\$1,862,248	\$505,324	\$85,348	\$2,452,920
DEPOSIT LIABILITY		\$2,195,460	\$574,035	N/A	\$2,769,495
CHANGE IN		3.50%	3.50%	N/A	3.50%
TERMINAL LIABILITY		\$355,447	\$27,894	\$0	\$383,341
CHANGE IN		19.45%	9.81%	0.00%	18.69%
STOP LOSS		\$549,779	\$9,854	NA	\$559,633
CHANGE IN PERCENT		11.34%	0.00%	NA	11.11%
CHANGE IN ANNUAL DOLLARS		\$55,979	\$0	NA	\$55,979
ADMINISTRATION & ADD ON FEES		\$68,397	\$10,755	\$6,310	\$85,462
CHANGE IN PERCENT		1.92%	2.33%	3.00%	2.05%
CHANGE IN ANNUAL DOLLARS		\$1,289	\$245	\$184	\$1,718

Based on projected average enrollment of:

Single	34	31	33
Employee + Spouse	11	11	10
Employee + Child	3	3	2
Employee + Children	5	5	5
Family	50	49	51

- The Affordable Care Act imposes taxes and fees on insurers and group plan sponsors. As a group plan sponsor, the law states that you are responsible for calculating and directly paying the Patient-Centered Outcomes Research Institute (PCORI) fee, which is subject to change each year. We are happy to provide data as needed for your calculations.

ORDINANCE NO. 2023 - 77

AN ORDINANCE AMENDING CHAPTER 1105 ENTITLED “STORM WATER MANAGEMENT, SEDIMENT AND EROSION CONTROL AND WETLANDS PROTECTION” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND RENAMING CHAPTER 1105 “EROSION AND SEDIMENT CONTROL”

WHEREAS, soil is most vulnerable to erosion by wind and water during soil disturbing activities and this eroded soil necessitates repair of sewers and ditches and dredging of rivers, harbors, and lakes; accelerates downstream bank erosion and damage to public and private property; damages water resources by reducing water quality; and causes the siltation of aquatic habitat; and

WHEREAS, communities throughout the watershed(s) in which the City of Parma Heights is located have experienced and continue to experience costs associated with inadequate erosion and sediment control and increased State and Federal regulation; and

WHEREAS, there are watershed-wide efforts to reduce sedimentation in the Big Creek and Rocky River and to protect and enhance the unique water resources of the Big Creek and Rocky River watersheds; and

WHEREAS, 40 C.F.R. Parts 122, 123, and 124, and Ohio Administrative Code 3745-39 require designated communities, including the City of Parma Heights, to develop a Stormwater Management Program that, among other components, requires the City of Parma Heights to address, among other components, erosion and sediment control during soil disturbing activities; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the legal authority to adopt rules to abate soil erosion and water pollution by soil sediments.

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 1105 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, and shall henceforth be renamed “Erosion and Sediment Control”.

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

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

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 1105

Erosion and Sediment Control

1105.01 **PURPOSE AND SCOPE**

- (a) The purpose of this regulation is to establish technically feasible and economically reasonable standards to achieve a level of erosion and sediment control that will minimize damage to property and degradation of water resources, and will promote and maintain the health and safety of the citizens of City of Parma Heights:

- (b) This regulation will:
 - (1) Allow development while minimizing increases in erosion and sedimentation.

 - (2) Reduce water quality impacts to receiving water resources that may be caused by new development, redevelopment, grading, or clearing activities.

- (c) This regulation applies to all parcels used or being developed, either wholly or partially, for new or relocated projects involving highways, underground cables, or pipelines; subdivisions or larger common plans of development; industrial, commercial, institutional, or residential projects; building activities on farms; redevelopment activities; general clearing.

1105.02 **DEFINITIONS**

The definitions contained in Ohio Environmental Protection Agency (“Ohio EPA”)’s Construction General Permit entitled “Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System” in effect at the time a permit is applied for under this chapter shall apply to this chapter, and the following definitions shall also apply:

For purpose of this regulation, the following terms shall have the meaning herein indicated:

- (a) ABBREVIATED EROSION AND SEDIMENT CONTROL PLAN: The written document that sets forth the plans and practices to be used to meet the requirements of this regulation for sites disturbing one-tenth (0.1) to one (1) acre of land.

- (b) ACRE: A measurement of area equaling 43,560 square feet.

- (c) ADMINISTRATOR: The person or entity having the responsibility and duty of administering and ensuring compliance with this regulation.

- (d) COMMUNITY: Throughout this regulation, this shall refer to the City of Parma

Heights, its designated representatives, boards, or commissions.

- (e) CONSTRUCTION ENTRANCE: The permitted points of ingress and egress to development areas regulated under this regulation.
- (f) CONSTRUCTION GENERAL PERMIT: The most recent General National Pollutant Discharge Elimination System (NPDES) permit for authorization of storm water discharges associated with construction activities issued by Ohio EPA (Ohio EPA Permit #OHC000005 and its successors).
- (g) CRITICAL AREA: Any area the disturbance of which would cause soil erosion and sediment runoff and damage to private properties, water courses, storm sewers or public lands due to topography, soil type, hydrology, or proximity to a water course. These areas include, but are not limited to, riparian areas, wetlands, and highly erodible soils.
- (h) DEVELOPMENT AREA: A parcel or contiguous parcels owned by one person or persons, or operated as one development unit, and used or being developed for commercial, industrial, residential, institutional, or other construction or alteration that changes runoff characteristics.
- (i) DEWATERING VOLUME: See current *Ohio Rainwater and Land Development Manual*.
- (j) DISCHARGE: The addition of any pollutant to surface waters of the state from a point source.
- (k) DISTURBANCE: Any clearing, grading, grubbing, excavating, filling, or other alteration of land surface where natural or man-made cover is destroyed in a manner that exposes the underlying soils.
- (l) DISTURBED AREA: An area of land subject to erosion due to the removal of vegetative cover and/or soil disturbing activities such as grading, excavating, or filling.
- (m) DRAINAGE: (1) The area of land contributing surface water to a specific point. (2) The removal of excess surface water or groundwater from land by surface or subsurface drains.
- (n) DRAINAGE WAY: A natural or manmade channel, ditch, or waterway that conveys surface water in a concentrated manner by gravity.
- (o) EROSION: The process by which the land surface is worn away by the action of wind, water, ice, gravity, or any combination of those forces.

- (p) EROSION AND SEDIMENT CONTROL: The control of soil, both mineral and organic, to minimize the removal of soil from the land surface and to prevent its transport from a disturbed area by means of wind, water, ice, gravity, or any combination of those forces.
- (q) EROSION AND SEDIMENT CONTROL PLAN: The written document meeting the requirements of this regulation which sets forth the plans and practices to be used to minimize soil erosion and prevent off-site disposal of soil sediment by containing sediment on-site or bypassing sediment-laden runoff through a sediment control measure during and after land development.
- (r) GRADING: The excavating, filling, or stockpiling of earth material, or any combination thereof, including the land in its excavated or filled condition.
- (s) GRUBBING: removing or grinding of roots, stumps, and other unwanted material below existing grade.
- (t) IMPERVIOUS: That which does not allow infiltration.
- (u) LANDSCAPE ARCHITECT: A Professional Landscape Architect registered in the State of Ohio.
- (v) SUBDIVISIONS, MAJOR AND MINOR: See Ohio Administrative Code 711.001 for definition.
- (w) PARCEL: Means a tract of land occupied or intended to be occupied by a use, building or group of buildings and their accessory uses and buildings as a unit, together with such open spaces and driveways as are provided and required. A parcel may contain more than one contiguous lot individually identified by a 'Permanent Parcel Number' assigned by the Cuyahoga County Auditor's Office.
- (x) PERCENT IMPERVIOUSNESS: The impervious area created divided by the total area of the project site.
- (y) PERSON: Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof.
- (z) PHASING: Clearing a parcel of land in distinct sections, with the stabilization of each section before the clearing of the next.
- (aa) PRE-CONSTRUCTION MEETING: A meeting between the City of Parma Heights and all principal parties, prior to the start of any construction, at a site that requires a Stormwater Pollution Prevention Plan.

- (bb) PRE-WINTER STABILIZATION MEETING: A meeting between the City of Parma Heights and all principal parties, prior to October 1, in order to plan winter erosion and sediment controls for a site that requires a Stormwater Pollution Prevention Plan.
- (cc) RUNOFF: The portion of rainfall, melted snow, or irrigation water that flows across the ground surface and is eventually conveyed to water resources or wetlands.
- (dd) SEDIMENT: The soils or other surface materials that are transported or deposited by the action of wind, water, ice, gravity, or any combination of those forces, as a product of erosion.
- (ee) SEDIMENTATION: The deposition or settling of sediment.
- (ff) SEDIMENT STORAGE VOLUME: See current edition of *Rainwater and Land Development*.
- (gg) SOIL DISTURBING ACTIVITY: Clearing, grading, excavating, filling, grubbing or stump removal that occurs during clearing or timber activities, or other alteration of the earth's surface where natural or human made ground cover is destroyed and that may result in, or contribute to, erosion and sediment pollution.
- (hh) SOIL & WATER CONSERVATION DISTRICT: An entity organized under Chapter 940 of the Ohio Revised Code referring to either the Soil and Water Conservation District Board or its designated employee(s). Hereafter referred to as Cuyahoga SWCD.
- (ii) STABILIZATION: The use of BMPs, such as seeding and mulching, that reduce or prevent soil erosion by water, wind, ice, gravity, or a combination of those forces.
- (ji) STORMWATER POLLUTION PREVENTION PLAN (SWP3): The written document that sets forth the plans and practices to be used to meet the requirements of this regulation.
- (kk) STORMWATER: Stormwater runoff, snow melt and surface runoff and drainage.
- (ll) SURFACE OUTLET: A dewatering device that only draws water from the surface of the water.
- (mm) TEMPORARY STABILIZATION: The establishment of temporary vegetation, mulching, geotextiles, sod, preservation of existing vegetation, and other techniques capable of quickly establishing cover over disturbed areas to provide erosion control between construction operations.
- (nn) TOPSOIL: The upper layer of the soil that is usually darker in color and richer in

organic matter and nutrients than subsoil.

- (oo) UNSTABLE SOILS: A portion of land that is identified by the City Engineer as prone to slipping, sloughing, or landslides, or is identified by the U.S. Department of Agriculture Natural Resource Conservation Service methodology as having a low soil strength.
- (pp) WATER RESOURCE Also SURFACE WATER OF THE STATE: Any stream, lake, reservoir, pond, marsh, wetland, or waterway situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the Ohio Revised Code are not included.
- (qq) WATERSHED: The total drainage area contributing runoff to a single point.
- (rr) WETLAND: Those areas, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas (40 CFR 232, as amended).

1105.03 DISCLAIMER OF LIABILITY

Compliance with the provisions of this regulation shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this regulation are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or for the benefit of any particular parcel of property.

1105.04 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY

- (a) Where this regulation is in conflict with other provisions of law or ordinance or requirements in the Construction General Permit, the most restrictive provisions shall prevail.
- (b) If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.
- (c) This regulation shall not be construed as authorizing any person to maintain a private or public nuisance on their property, and compliance with the provisions of this regulation shall not be a defense in any action to abate such a nuisance.
- (d) Failure of the City of Parma Heights to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner

from the responsibility for the condition or damage resulting therefrom, and shall not result in the City of Parma Heights, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

1105.05 DEVELOPMENT OF STORMWATER POLLUTION PREVENTION PLANS

(a) This regulation requires that a Storm Water Pollution Prevention Plan (SWP3) be developed and implemented for all soil disturbing activities disturbing one (1) or more acres of total land, or less than one (1) acre if part of a larger common plan of development or sale disturbing one (1) or more acres of total land. The City Engineer may require a SWP3 for sites disturbing less than one (1) acre.

(b) The following activities shall submit an Abbreviated SWP3:

- (1) New single-family residential construction that disturbs one-tenth (0.1) up to one (1) acre of land.
- (2) Additions or accessory buildings for single-family residential construction that disturb one-tenth (0.1) up to one (1) acre of land.
- (3) All non-residential construction that disturbs one-tenth (0.1) - up to one (1) acre of land.
- (4) General clearing activities not related to construction that disturb one-tenth (0.1) up to one (1) acre of land.
- (5) Activities disturbing one-tenth (0.1) or less of an acre are not required to submit a SWP3, unless required by the City Engineer. These activities must comply with all other provisions of this regulation.

1105.06 APPLICATION PROCEDURES

(a) SOIL DISTURBING ACTIVITIES SUBMITTING A STORMWATER POLLUTION PREVENTION PLAN (SWP3): The applicant shall submit the SWP3 and the applicable fees to the City of Parma Heights:

- (1) For subdivisions: After the approval of the preliminary plans and with submittal of the improvement plans.
- (2) For other construction projects: Before issuance of a permit by the City.
- (3) For general clearing projects: Prior to issuance of a permit by the City.

(b) SOIL DISTURBING ACTIVITIES SUBMITTING AN ABBREVIATED STORMWATER

POLLUTION PREVENTION PLAN (SWP3): The applicant shall submit the Abbreviated SWP3 and the applicable fees to the City of Parma Heights as follows:

- (1) For single-family home construction: Before issuance of a permit by the City.
 - (2) For other construction projects: Before issuance of a permit by the City.
 - (3) For general clearing projects: Prior to issuance of a permit by the City.
- (c) The City Engineer shall review the plans submitted under 1105.06 (a) or (b) for conformance with this regulation and approve, or return for revisions with comments and recommendations for revisions. A plan rejected because of deficiencies shall receive a checklist or narrative report stating specific problems and the procedures for filing a revised plan.
- (d) Soil disturbing activities (including mechanized clearing) shall not begin and zoning, building, or grading permits shall not be issued without:
- (1) Approved SWP3 or Abbreviated SWP3.
 - (2) NOI submittal to Ohio EPA and NPDES permit coverage issued.
 - (3) Physical marking in the field of protected areas or critical areas, including wetlands and riparian areas.
 - (4) Installation of construction entrances, perimeter sediment barriers and other erosion and sediment controls that must be in place to address initial site conditions.
- (e) SWP3 for individual sublots in a subdivision will not be approved unless the larger common plan of development or sale containing the subplot is in compliance with this regulation.
- (f) The developer, engineer and contractor, and other principal parties, shall meet with the City Engineer for a Pre-Construction Meeting no less than seven (7) days prior to soil-disturbing activity at the site to ensure that erosion and sediment control devices are properly installed, limits of disturbance and buffer areas are properly delineated and construction personnel are aware of such devices and areas. Pre-Construction Meetings for Abbreviated SWP3s may be waived at the discretion of the City Engineer.
- (g) Approvals issued in accordance with this regulation shall remain valid for one (1) year from the date of approval.

1105.07 **COMPLIANCE WITH STATE AND FEDERAL REGULATIONS**

Approvals issued in accordance with this regulation do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from the Ohio EPA, the US Army Corps of Engineers, and other federal, state, and/or county agencies. If requirements vary, the most restrictive requirement shall prevail. These permits may include, but are not limited to, those listed below. All submittals required to show proof of compliance with these state and federal regulations shall be submitted with SWP3s or Abbreviated SWP3s.

- (a) Ohio EPA Construction General Permit: Proof of compliance with these requirements shall be the applicant's Notice of Intent (NOI), a copy of the Ohio EPA Director's Authorization Letter for the NPDES Permit including the NPDES Facility Permit number assigned by Ohio EPA, or a letter from the site owner certifying and explaining why the NPDES Permit is not applicable. Please note that when a separate SWP3 shall be prepared for a separate phase or stage of development, a separate NOI or NPDES Facility Permit number must be provided.

- (b) Section 401 of the Clean Water Act: Proof of compliance shall be a copy of the Ohio EPA Water Quality Certification application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 401 of the Clean Water Act is not applicable because there are no wetlands on site. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation.

- (c) Ohio EPA Isolated Wetland or Ephemeral Stream Permit: Proof of compliance shall be a copy of Ohio EPA's Isolated Wetland Permit or Ephemeral Stream application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Ohio EPA's Isolated Wetlands Permit or Ephemeral Stream Permit is not applicable because there are no wetlands or ephemeral streams on the site. Isolated wetlands shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation.

- (d) Section 404 of the Clean Water Act: Proof of compliance shall be a copy of the U.S. Army Corps of Engineers Individual Permit application, public notice, or project approval, if an Individual Permit is required for the development project. If an Individual Permit is not required, the site owner shall submit proof of compliance with the U.S. Army Corps of Engineer's Nationwide Permit Program. This shall include one of the following:
 - (1) A letter from the site owner certifying that a qualified professional has evaluated the site and determined that Section 404 of the Clean Water Act is not applicable because there are no wetlands on site.

(2) A site plan showing that any proposed fill of waters of the United States conforms to the general and special conditions specified in the applicable Nationwide Permit. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation.

(e) Ohio Dam Safety Law: Proof of compliance shall be a copy of the ODNR Division of Water permit application tracking number, a copy of the project approval letter from the ODNR Division of Water, or a letter from the site owner certifying and explaining why the Ohio Dam Safety Law is not applicable.

1105.08 STORMWATER POLLUTION PREVENTION PLAN (SWP3)

(a) The applicant shall submit a SWP3 that meets the requirements of the Construction General Permit and the following additional requirements. The SWP3 shall be certified by a professional engineer, a registered surveyor, certified professional erosion and sediment control specialist, or a registered landscape architect. The SWP3 shall include control measures to ensure that discharges from the construction site and construction support activities comply with the non- numeric effluent limitations contained in the Construction General Permit.

(b) In addition to all information required by the Construction General Permit, the SWP3 shall also include completed design tools found on Ohio EPA's website such as the Sediment Basin Compliance Spreadsheet.

(c) Before any off-site support areas such as borrow or spoil areas, concrete or asphalt batch plants, equipment staging yards or material storage areas are utilized, a SWP3 for the off-site support area must be submitted and approved by the City Engineer. The applicant shall ensure appropriate permits have been obtained to operate the off-site support area. Failure to do so can lead to enforcement action under Sections 1105.13 and 1105.14 of this code.

(d) The City Engineer may require the SWP3 to include a Soils Engineering Report based upon his/her determination that the conditions of the soils are unknown or unclear to the extent that additional information is required to protect against erosion or other hazards. This report shall be based on adequate and necessary test borings and shall contain all the information listed below. Recommendations included in the report and approved by the City Engineer shall be incorporated in the grading plans and/or other specifications for site development.

(1) Data regarding the nature, distribution, strength, and erodibility of existing soils.

(2) If applicable, data regarding the nature, distribution, strength, and erodibility of the soil to be placed on the site.

- (3) Conclusions and recommendations for grading procedures.
- (4) Conclusions and recommended designs for interim soil stabilization devices and measures, and for permanent soil stabilization after construction is completed.
- (5) Design criteria for corrective measures when necessary.
- (6) Opinions and recommendations covering the stability of the site.
- (7) Delineations of surface waters of the state located on the site. Affirmation by the U.S. Army Corps of Engineers may be required.

1105.09 **PERFORMANCE STANDARDS**

The SWP3 must contain a description of the controls appropriate for each stage of construction operation and the applicant must implement such controls. BMP selection and design must meet criteria established within the current Construction General Permit. BMPs must be designed, constructed and installed to meet the specifications in *Rainwater and Land Development* or another design manual acceptable to the City of Parma Heights. The approved SWP3, and the sediment and erosion controls, and non-sediment pollution controls contained therein, shall be implemented and maintained according to the requirements in the Construction General Permit. Site operators must conduct site inspections as described in the Construction General Permit.

Certified inspection reports shall be submitted to the City Engineer within seven (7) working days from the inspection and retained at the development site.

The following standards will also apply:

- (a) BMPs must be implemented to ensure sediment is not tracked off-site and that dust is controlled. These BMPs must include, but are not limited to, the following:
 - (1) Construction entrances shall be built and shall serve as the only permitted points of ingress and egress to the development area. These entrances shall be built of a stabilized pad of aggregate stone or recycled concrete or cement sized greater than 2" in diameter placed over a geotextile. Culverts shall be provided where construction entrances cross drainage ditches and water bars shall be provided to divert sediment-laden runoff away from connected roadways.
 - (2) Streets and catch basins adjacent to construction entrances shall be kept free of sediment tracked off site. Streets directly adjacent to construction entrances and receiving traffic from the development area, shall be cleaned daily to remove sediment tracked off-site. If applicable, the catch basins on these streets nearest to the construction entrances shall also be cleaned

weekly and protected from sediment-laden runoff, if feasible without posing a public safety hazard.

- (3) Based on site conditions, the City Engineer may require additional best management practices to control off-site tracking and dust. These additional BMPs may include:
 - (a) Fencing shall be installed around the perimeter of the development area to ensure that all vehicle traffic adheres to designated construction entrances.
 - (b) Applicants shall take all necessary measures to comply with applicable regulations regarding fugitive dust emissions, including obtaining necessary permits for such emissions. The City Engineer may require dust controls including the use of water trucks to wet disturbed areas, tarping stockpiles, temporary stabilization of disturbed areas, and regulation of the speed of vehicles on the site.

(b) Construction vehicles shall avoid water resources. If it is infeasible to provide and maintain an undisturbed natural buffer around water resources, the SWP3 shall comply with all the following additional requirements:

- (1) All stream crossings shall be designed as specified in the most recent edition of *Rainwater and Land Development*.
- (2) Temporary stream crossings shall be constructed if water resources or wetlands will be crossed by construction vehicles during construction.
- (3) Construction of bridges, culverts, or sediment control structures shall not place soil, debris, or other particulate material into or close to the water resources or wetlands in such a manner that it may slough, slip, or erode.
- (4) Protected areas or critical areas, including wetlands and riparian areas shall be physically marked in the field prior to earth disturbing activities.

(c) For sites that will not be completed by October 1, a Pre-Winter Stabilization Meeting shall be held by the landowner and the developer, engineer and contractor of the project and the City of Parma Heights prior to October 1, in order to plan and approve winter erosion and sediment controls as defined in the most current online edition of *Rainwater and Land Development*.

1105.10 **ABBREVIATED STORMWATER POLLUTION PREVENTION PLAN (SWP3)**

(a) In order to control sediment pollution of water resources, the applicant shall submit an Abbreviated SWP3 in accordance with the requirements of this

regulation.

(b) The Abbreviated SWP3 shall be certified by a professional engineer, a registered surveyor, certified professional erosion and sediment control specialist, or a registered landscape architect.

(c) The Abbreviated SWP3 shall include a minimum of the following BMPs. The City of Parma Heights may require other BMPs as site conditions warrant.

(1) Construction Entrances: Construction entrances shall be built and shall serve as the only permitted points of ingress and egress to the development area. These entrances shall be built of a stabilized pad of aggregate stone or recycled concrete or cement sized greater than 2" in diameter and placed over a geotextile fabric.

(2) Concrete Truck Wash Out: The washing of concrete material into a street, catch basin, or other public facility or natural resource is prohibited. A designated area for concrete washout shall be indicated on the plan. Use for other waste and wastewater is prohibited.

(3) Street Sweeping: Streets directly adjacent to construction entrances and receiving traffic from the development area shall be cleaned daily to remove sediment tracked off-site. If applicable, the catch basins on these streets nearest to the construction entrances shall be cleaned weekly.

(4) Stabilization. The development area shall be stabilized as detailed in Table 4.

Table 4: Stabilization

<u>Area requiring stabilization</u>	<u>Time frame to apply erosion controls</u>
<u>Any disturbed area within 50 feet of a surface water of the state and not at final grade.</u>	<u>Within 2 days of the most recent disturbance if that area will remain idle for more than 14 days</u>
<u>For all construction activities, any disturbed area, including soil stockpiles, that will be dormant for more than 14 days but less than one year, and not within 50 feet of a stream.</u>	<u>Within 7 days of the most recent disturbance within the area</u>
<u>Disturbed areas that will be idle over winter</u>	<u>Prior to November 1</u>
<u>Areas at final grade</u>	<u>Within 7 days of reaching final grade or within 2 days of reaching final grade for areas within 50 feet of a surface water of the state</u>

Note: Where vegetative stabilization techniques may cause structural instability or are otherwise unobtainable, alternative stabilization techniques must be employed. These techniques may include mulching or erosion matting.

- (5) Inlet Protection. Erosion and sediment control practices, such as boxed inlet protection, shall be installed on storm water catch basins located on the subject property and, if there is no threat to public safety, on curb inlets closest to the construction entrance, to minimize sediment-laden water entering active storm drain systems, including rear yard inlets.
- (6) Silt Fence and Other Perimeter Controls. Silt fence and other perimeter controls approved by the City of Parma Heights shall be used to protect adjacent properties and water resources from sediment discharged via sheet (diffused) flow. Silt fence shall be placed along level contours and the permissible drainage area is limited to those indicated in the Construction General Permit.
- (7) Internal Inspection and Maintenance. All controls on the development area shall be inspected at least once every seven calendar days and within 24 hours after any storm event greater than one-half inch of rain per 24- hour period. Maintenance shall occur as detailed below:
 - (a) When BMPs require repair or maintenance. If the internal inspection reveals that a BMP is in need of repair or maintenance, with the exception of a sediment-settling pond, it must be repaired or maintained within three (3) days of the inspection. Sediment settling ponds must be repaired or maintained within ten (10) days of the inspection.
 - (b) When BMPs fail to provide their intended function. If the internal inspection reveals that a BMP fails to perform its intended function and that another, more appropriate control practice is required, the Abbreviated SWP3 must be amended and the new control practice must be installed within ten (10) days of the inspection.
 - (c) When BMPs depicted on the Abbreviated SWP3 are not installed. If the internal inspection reveals that a BMP has not been implemented in accordance with the schedule, the BMP must be implemented within ten (10) days from the date of the inspection. If the inspection reveals that the planned control practice is not needed, the record must contain a statement of explanation as to why the control practice is not needed.
- (8) Final Stabilization: Final stabilization is achieved when the site has reached 70% cover and when the City Engineer approves the site condition.

1105.11

FEES

The SWP3 and Abbreviated SWP3 review, filing, and inspection fee is part of a complete submittal and is required to be submitted to the City of Parma Heights before the review process begins. Please consult with the City Engineer for current fee schedule.

1105.12 BOND

(a) If a SWP3 or abbreviated SWP3 is required by this regulation, soil disturbing activities shall not be permitted until a cash bond or deposit has been deposited with the City of Parma Heights Finance Department. The amount shall be a \$2,000 minimum, and an additional \$2,000 paid for each subsequent acre or fraction thereof or the cost of stabilizing disturbed areas based on a fee schedule established by the City of Parma Heights. The bond will be used for the City of Parma Heights to perform the obligations otherwise to be performed by the owner of the development area as stated in this regulation and to allow all work to be performed as needed in the event that the applicant fails to comply with the provisions of this regulation. The cash bond shall be returned, less City of Parma Heights administrative fees as detailed in the City of Parma Heights Codified Ordinances, after all work required by this regulation has been completed and final stabilization has been reached, all as determined by the City Engineer.

(b) A portion of bond (equivalent of cost to apply final stabilization) will be retained until all areas disturbed by construction activity are permanently stabilized and a Notice of Termination has been submitted to Ohio EPA. Where vegetative growth is used to achieve permanent stabilization, the area shall comply with final stabilization requirements of the Construction General Permit.

(c) No project subject to this regulation shall commence without a SWP3 or Abbreviated SWP3 approved by the City Engineer.

1105.13 ENFORCEMENT

(a) If the City of Parma Heights or its duly authorized representative determines that a violation of the rules adopted under this code exist, the City of Parma Heights or representative may issue an immediate stop work order if the violator failed to obtain any federal, state, or local permit necessary for sediment and erosion control, earth movement, clearing, or cut and fill activity.

(b) All development areas may be subject to external inspections by the City Engineer and/or his duly authorized representative to ensure compliance with the approved SWP3 or Abbreviated SWP3.

(c) After each external inspection, the City Engineer and/or his duly authorized representative shall prepare and distribute a status report to the applicant.

(d) If an external inspection determines that operations are being conducted in

violation of the approved SWP3 or Abbreviated SWP3, the City Engineer and/or his duly authorized representative may take action as detailed in Sections 1105.13 and 1105.14 of this regulation.

- (e) Failure to maintain and repair erosion and sediment controls per the approved SWP3 plan may result in the following escalation. The penalty is determined by the total number of violations per site even if the violations are for different BMPs.

 - (1) First Violation: The City Engineer will issue a Notice of Deficiency to the owner or operator. All controls are to be repaired or maintained per the SWP3 plan within three (3) days of the notification. If controls have not been corrected after this time, the City Engineer may issue a Stop Work Order for all activities until corrections have been made.
 - (2) Second Violation: The City Engineer may issue a formal Notice of Violation which includes a \$500 administrative fee against the SWP3 Bond or site plan deposit. All controls are to be repaired or maintained per the approved SWP3 plan within three (3) days of the Notice of Violation. If controls have not been corrected after this time, the City Engineer may issue a Stop Work Order for all activities until corrections have been made.
 - (3) Third and subsequent violations: The City Engineer may issue a Stop Work Order for all construction activities and charge a \$1,000 administrative fee against the SWP3 bond or site plan deposit. The Stop Work Order will be lifted once all controls are in compliance with the approved SWP3 plan.
- (f) The City Engineer shall have the authority to make immediate on-site adjustments to the SWP3 in order to achieve compliance with this ordinance.
- (g) A final inspection will be made to determine if the criteria of this code has been satisfied and a report will be presented to the City of Parma Heights and the site operator on the site's compliance status.
- (h) The City Engineer will monitor soil-disturbing activities for non-farm residential, commercial, industrial, or other non-farm purposes on land of less than one contiguous acre to ensure compliance required by these Rules.
- (i) The City Engineer shall notify the U.S. Army Corps of Engineers when a violation on a development project covered by an Individual or Nationwide Permit is identified. The City Engineer shall notify the Ohio Environmental Protection Agency when a violation on a development project covered by a Section 401 Water Quality Certification and/or Isolated Wetland Permit is identified.
- (j) The City of Parma Heights shall not issue building permits for projects regulated under this code without approved SWP3s.

1105.14 VIOLATIONS

- (a) No person shall violate or cause or knowingly permit to be violated any of the provisions of this regulation, or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to this regulation, or knowingly use or cause or permit the use of any lands in violation of this regulation or in violation of any permit granted under this regulation.

- (b) Upon notice, the Mayor and/or designee may suspend any active soil disturbing activity for a period not to exceed ninety (90) days, and may require immediate erosion and sediment control measures whenever he or she determines that such activity is not meeting the intent of this regulation. Such notice shall be in writing, shall be given to the applicant, and shall state the conditions under which work may be resumed. In instances, however, where the Mayor and/or designee finds that immediate action is necessary for public safety or the public interest, he or she may require that work be stopped upon verbal order pending issuance of the written notice.

1105.15 APPEALS

Any person aggrieved by any order, requirement, determination, or any other action or inaction by the City of Parma Heights in relation to this regulation may appeal to the Board of Zoning Appeals per Chapter 1139 of this code.

1105.99 PENALTY

- (a) Any person, firm, entity or corporation; including but not limited to, the owner of the property, his agents and assigns, occupant, property manager, and any contractor or subcontractor who violates or fails to comply with any provision of this regulation is guilty of a misdemeanor of the third degree and shall be fined no more than five hundred dollars (\$500.00) or imprisoned for no more than sixty (60) days, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

- (b) The imposition of any other penalties provided herein shall not preclude the City of Parma Heights instituting an appropriate action or proceeding in a Court of proper jurisdiction to prevent an unlawful development, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, ordinances, rules, or regulations, or the orders of the City of Parma Heights.

Storm Water Management, Sediment and Erosion Control and Wetlands Protection

~~EDITOR'S NOTE: Ordinance 2005-6, passed March 28, 2005, adopted a Storm Water~~

Management Program for the City. Copies may be obtained from the City Clerk.

~~1105.01 Scope.~~

~~1105.02 Definitions.~~

~~1105.03 Comprehensive Storm Water Management Plan.~~

~~1105.04 Purpose.~~

~~1105.05 Consultations.~~

~~1105.06 Issuance of building permits for residential projects.~~

~~1105.07 Construction site conservation plan.~~

~~1105.08 Easements.~~

~~1105.09 Maintenance.~~

~~1105.10 Minimum standards.~~

~~1105.11 Stream channel and floodplain erosion design criteria.~~

~~1105.12 Compliance with other rules and regulations.~~

~~1105.13 Construction and maintenance guarantee.~~

~~1105.14 Application procedures for erosion and sediment control plans.~~

~~1105.15 Riparian and wetland setback requirements.~~

~~1105.16 Establishment of designated watercourses and riparian setbacks.~~

~~1105.17 Establishment of wetland setbacks.~~

~~1105.18 Procedure for wetland setbacks.~~

~~1105.19 Uses permitted in riparian and wetland setbacks.~~

~~1105.20 Uses prohibited in riparian and wetland setbacks.~~

~~1105.21 Nonconforming structures or uses in riparian and wetland setbacks.~~

~~1105.22 Variances within riparian and wetland setbacks.~~

~~1105.23 Boundary interpretation and appeals procedure.~~

~~1105.24 Inspection of riparian and wetland setback.~~

~~1105.25 Disclaimer of liability.~~

~~1105.26 Conflicts, severability, nuisances and responsibility.~~

~~1105.27 Violations.~~

~~1105.99 Penalty.~~

~~—CROSS REFERENCES~~

~~—Shore erosion—see Ohio R.C. 1507.01 et seq.~~

~~—Water pollution—see GEN. OFF. 660.04~~

~~—Notice to fill lots; remove putrid substances—see GEN. OFF. 660.13~~

~~—Excavation in public ways—see S. & P.S. Ch. 901~~

~~—Storm water drainage—see S. & P.S. 931.11, 1301.04 (RDH 1593.65)~~

~~—Grading of yards—see BLDG. Ch. 1381~~

~~—Flood damage prevention—see BLDG. Ch. 1385~~

~~1105.01 SCOPE.~~

~~—This chapter applies to development areas having new or relocated projects involving highways, underground cables, pipelines, subdivisions, industrial projects, commercial projects, building activities on farms, redevelopment of urban areas and all other land uses not specifically exempted. This chapter does not apply to:~~

~~—(a) Land disturbing activities related to producing agricultural crops or silviculture operations regulated by the Ohio Agricultural Sediment Pollution Abatement Rules (O.A.C. 1501: 15-3-01 to 1501: 15-3-09) and existing at the time of passage of this regulation.~~

- ~~–(b) Coal surface mining operations regulated by Ohio R.C. Chapter 1513 and existing at the time of passage of this regulation.~~
 - ~~–(c) Other surface mining operations regulated by Ohio R.C. Chapter 1514 and existing at the time of passage of this regulation.~~
- ~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.02 DEFINITIONS.~~

~~–As used in this chapter:~~

- ~~–(1) “Approving Authority.” The official responsible for administering the applicable program(s).~~
- ~~–(2) “Best Management Practice (BMP).” Any practice or combination of practices that is determined to be the most effective, practicable (including technological, economic, and institutional considerations) means of preventing or reducing the amount of pollution generated by non-point sources of pollution to a level compatible with water quality goals. “BMPs” may include structural practices, conservation practices and operation and maintenance procedures.~~
- ~~–(3) “Certified professional in erosion and sediment control (CPESC).” A person that has subscribed to the Code of Ethics and has met the requirements established by the CPESC Council of Certified Professional in Erosion and Sediment Control, Inc. to be a certified professional in erosion and sediment control.~~
- ~~–(4) “Channel.” A natural stream that conveys water, or a ditch or channel excavated for the natural flow of water.~~
- ~~–(5) “Concentrated storm water runoff.” Surface water runoff which converges and flows primarily through water conveyance features such as swales, gullies, waterways, channels or storm sewers, and which exceeds the maximum specified flow rates of filters or perimeter controls intended to control sheet flow.~~
- ~~–(6) “Conservation.” The wise use and management of natural resources.~~
- ~~–(7) “Cut and fill slopes.” A portion of land surface or area from which soil material is excavated and/or filled.~~
- ~~–(8) “Damaged or diseased trees.” Trees that have split trunks; broken tops; heart rot; insect or fungus problems that will lead to imminent death; undercut root systems that put the tree in imminent danger of falling; leaning as a result of root failure that puts the tree in imminent danger of falling, or any other condition that puts the tree in imminent danger of being uprooted or falling.~~
- ~~–(9) “Denuded area.” A portion of land surface on which the vegetation or other soil stabilization features have been removed, destroyed or covered, and which may result in or contribute to erosion and sedimentation.~~
- ~~–(10) “Designated watercourse.” A watercourse that is contained within, flows through, or borders the City and meets the criteria set forth in these regulations.~~
- ~~–(11) “Detention basin.” A storm water management pond that remains dry between storm events. Storm water management ponds include a properly engineered/designed volume which is dedicated to the temporary storage and slow release of runoff waters.~~
- ~~–(12) “Deteriorated structure.” A structure which has sustained substantial damage from any origin whereby the cost of restoring the structure to its before-damaged condition would be equal to or greater than 50% of the market value of the structure before the damage occurred.~~

- ~~—(13) “Development area.” Any tract, lot, or parcel of land, or combination of tracts, lots or parcels of land, which are in one ownership or are contiguous and in diverse ownership, where earth-disturbing activity is to be performed.~~
- ~~—(14) “Ditch.” An excavation, either dug or natural, for the purpose of drainage or irrigation, and having intermittent flow.~~
- ~~—(15) “Dumping.” The grading, pushing, piling, throwing, unloading or placing of soil or other material.~~
- ~~—(16) “Earth-disturbing activity.” Any grading, excavating, filling or other alteration of the earth's surface where natural or man-made ground cover is destroyed.~~
- ~~—(17) “Earth material.” Soil, sediment, rock, sand, gravel and organic material or residue associated with or attached to the soil.~~
- ~~—(18) “Erosion.” The process by which the land surface is worn away by the action of water, wind, ice or gravity.~~
- ~~—(19) “Erosion and sediment control.” A written and/or drawn soil erosion and sediment pollution control plan to minimize erosion and prevent off-site sedimentation throughout all earth-disturbing activities on a development area.~~
- ~~—(20) “Erosion and sediment control practices.” Conservation measures used to control sediment pollution and including structural practices, vegetative practices and management techniques.~~
- ~~—(21) “Existing.” In existence at the time of the passage of these regulations.~~
- ~~—(22) “Federal Emergency Management Agency (FEMA).” The agency with overall responsibility for administering the National Flood Insurance Program.~~
- ~~—(23) “Frequency storm.” A rainfall event of a magnitude having a specified average-recurrence interval and is calculated with Natural Resources Conservation Service, USDA-Type H 24-hour curves or depth-duration frequency curves.~~
- ~~—(24) “Grading.” Earth-disturbing activity such as excavation, stripping, cutting, filling, stockpiling or any combination thereof.~~
- ~~—(25) “Grubbing.” Removing, clearing or scalping material such as roots, stumps or sod.~~
- ~~—(26) “Impervious cover.” Any surface that cannot effectively absorb or infiltrate water. This includes roads, streets, parking lots, rooftops and sidewalks.~~
- ~~—(27) “Intermittent stream.” A natural channel that may have some water in pools but where surface flows are nonexistent or interstitial (flowing through sand and gravel in-stream beds) for periods of one week or more during typical summer months.~~
- ~~—(28) “Larger common plan of development or sale.” A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.~~
- ~~—(29) “Landslide.” The rapid mass movement of soil and rock material downhill under the influence of gravity in which the movement of the soil mass occurs along an interior surface of sliding.~~
- ~~—(30) “Local County SWCD.” The local County Soil and Water Conservation District.~~
- ~~—(31) “National Wetlands Inventory Map.” Wetland maps that were created by the Fish and Wildlife Service, United States Department of Interior.~~
- ~~—(32) “Natural Resources Conservation Service (NRCS).” An agency of the United States Department of Agriculture, formerly known as the Soil Conservation Service (SCS).~~
- ~~—(33) “Noxious weed.” Any plant species defined by the Ohio Department of Agriculture as a “noxious weed” and listed as such by the Department. For the purposes of this~~

regulation, the most recent version of this list at the time of application of these regulations shall prevail.

~~—(34) “NPDES permit.” A National Pollutant Discharge Elimination System permit issued by Ohio EPA under the authority of the USEPA, and derived from the Federal Clean Water Act.~~

~~—(35) “Ohio EPA.” The Ohio Environmental Protection Agency.~~

~~—(36) “Ohio Wetlands Inventory Map.” Wetland maps that were created by the Natural Resources Conservation Service, USDA and the Ohio Department of Natural Resources.~~

~~—(37) “Ordinary high water mark.” The point of the bank or shore to which the presence and action of surface water is so continuous as to leave a district marked by erosion, destruction or prevention of woody terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.~~

~~—(38) “Outfall.” An area where water flows from a structure such as a conduit, storm sewer, improved channel or drain, and the area immediately beyond the structure which is impacted by the velocity of flow in the structure.~~

~~—(39) “Perennial stream.” A natural channel that contains water throughout the year, except possibly during periods of extreme drought.~~

~~—(40) “Person.” Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, township, county, state agency, the Federal government, or any combination thereof.~~

~~—(41) “Professional engineer.” A person registered in the State of Ohio as a professional engineer, with specific education and experience in water resources engineering, acting in strict conformance with the Code of Ethics of the Ohio Board of Registration for Engineers and Surveyors.~~

~~—(42) “Qualified forester.” Any forester employed by the Ohio Department of Natural Resources, Division of Forestry, or any person attaining the credential of certified forester as conferred by the Society of American Foresters.~~

~~—(43) “Qualified Wetland Professional.” An individual competent in the areas of botany, hydric soils, and wetland hydrology, and is acceptable to the City Engineer.~~

~~—(44) “Redevelopment.” The demolition or removal of existing structures or land uses and construction of new ones.~~

~~—(45) “Retention basin.” A storm water management pond that maintains a permanent pool of water. These storm water management ponds include a properly engineered/designed volume dedicated to the temporary storage and slow release of runoff waters.~~

~~—(46) “Riparian area.” Naturally vegetated land adjacent to watercourses which, if appropriately sized, helps to stabilize streambanks, limit erosion, reduce flood flows and/or filter and settle out runoff pollutants, or which performs other functions consistent with the purposes of these regulations.~~

~~—(47) “Riparian setback.” Those lands within the City which are alongside streams where earth-disturbing activities will not take place and natural vegetation will not be removed.~~

~~—(48) “Sediment.” Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity or ice, and has come to rest on the earth's surface either on dry land or in a body of water.~~

~~—(49) “Sediment barrier.” A sediment-control device such as a geotextile silt fence or a grass filter strip, usually capable of controlling only small flow rates. Straw bale barriers~~

are not acceptable.

~~—(50) “Sediment control.” The limiting of sediment being transported by controlling erosion or detaining sediment-laden water and allowing the sediment to settle out.~~

~~—(51) “Sediment pollution.” A failure to use management or conservation practices to control wind or water erosion of the soil and to minimize the degradation of water resources by soil sediment in conjunction with land grading, excavating, filling, or other soil-disturbing activities on land used or being developed for commercial, industrial, residential or other purposes.~~

~~—(52) “Sediment settling pond/basin.” A temporary sediment pond that releases runoff at a controlled rate. It is designed to slowly release runoff, detaining it long enough to allow most of the sediment to settle out of the water. The outlet structure is usually a designed pipe riser and barrel. The entire structure is removed after construction. Permanent storm water detention structures can be modified to function as temporary sediment basins.~~

~~—(53) “Sediment trap.” A temporary sediment settling pond having a simple spillway outlet structure stabilized with geotextile and riprap.~~

~~—(54) “Sensitive area.” An area or water resource that requires special management because of its susceptibility to sediment pollution, or because of its importance to the well-being of the surrounding communities, region, or the State, and includes, but is not limited to, the following:~~

~~—A. Ponds, wetlands or small lakes with less than five acres of surface area;~~

~~—B. Small streams with gradients less than ten feet per mile with average annual flows of less than 3.5 feet per second, containing sand or gravel bottoms.~~

~~—C. Drainage areas of a locally or Ohio-designated scenic river.~~

~~—D. Riparian and wetland areas.~~

~~—(55) “Settling pond.” A runoff detention structure, such as a sediment basin or sediment trap, which detains sediment-laden runoff, allowing sediment to settle out.~~

~~—(56) “Sheet flow.” Water runoff in a thin uniform layer or rills and which is of small enough quantity to be treated by sediment barriers.~~

~~—(57) “Silviculture.” The theory and practice of controlling forest establishment, composition and growth.~~

~~—(58) “Slip.” A landslide as defined in this section under “Landslides.”~~

~~—(59) “Sloughing.” A slip or downward movement of an extended layer of soil resulting from the undermining action of water or the earth-disturbing activity of man.~~

~~—(60) “Soil.” Unconsolidated erodible earth material consisting of minerals and/or organics.~~

~~—(61) “Soil Conservation Service, USDA.” The federal agency now titled the “Natural Resources Conservation Service,” which is an agency of the United States Department of Agriculture.~~

~~—(62) “Soil-disturbing activity.” Clearing, grading, excavating, filling or other alteration of the earth’s surface where natural or human-made ground cover is destroyed and which may result in, or contribute to, soil erosion and sediment pollution.~~

~~—(63) “Soil Erosion and Sediment Control Plan.” A written and/or drawn soil erosion and sediment pollution control plan to minimize erosion and prevent off-site sedimentation throughout all earth-disturbing activities on a development area.~~

~~—(64) “Soil erosion and sediment control practices.” Conservation measures used to control sediment pollution, and including structural practices, vegetative practices and~~

management techniques.

~~—(65) “Soil stabilization.” Vegetative or structural soil cover that controls erosion, and includes permanent and temporary seeding, mulch, sod, pavement, etc.~~

~~—(66) “Soil survey.” The official soil survey produced by the Natural Resources Conservation Service, USDA in cooperation with the Division of Soil and Water Conservation, ODNR and the local Board of County Commissioners.~~

~~—(67) “Storm water control structure.” Practice used to control accelerated storm water runoff from development areas.~~

~~—(68) “Storm water conveyance system.” All storm sewers, channels, streams, ponds, lakes, etc., used for conveying concentrated storm water runoff, or for storing storm water runoff.~~

~~—(69) “Storm Water Pollution Prevention Plan (SWP3).” The plan required by Ohio EPA to meet the requirements of its National Pollutant Discharge Elimination System (NPDES) permit program for construction activities.~~

~~—(70) “Storm water runoff.” Surface water runoff which converges and flows primarily through water conveyance features such as swales, gullies, waterways, channels or storm sewers, and which exceeds the maximum specified flow rates of filters or perimeter controls intended to control sheet flow.~~

~~—(71) “Stream.” A body of water running or flowing on the earth's surface, or a channel with a defined bed and banks in which such flow occurs. Flow may be seasonally intermittent.~~

~~—(72) “Substantial damage.” Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would be equal to or greater than 50% of the market value of the structure before the damage occurred.~~

~~—(73) “Unstable soil.” A portion of land surface or area which is prone to slipping, sloughing or landslides, or is identified by Natural Resources Conservation Service methodology as having a low soil strength.~~

~~—(74) “USEPA.” The United States Environmental Protection Agency.~~

~~—(75) “Wastewater.” Any water that is contaminated with gasoline, fuel oil, hydrocarbon-based chemicals, paint, paint-washing liquids or other paint wastes, sanitary wastes or any other Ohio EPA-regulated contaminants.~~

~~—(76) “Water resources.” All streams, lakes, ponds, wetlands, watercourses, waterways, drainage systems and all other bodies or accumulations of surface water, either natural or artificial, which are situated wholly or partly within, or border upon this State, or are within its jurisdiction, except those private waters which do not combine or affect a junction with natural surface waters.~~

~~—(77) “Watercourse.” Any natural, perennial or intermittent channel with a defined bed and banks, stream, river or brook.~~

~~—(78) “Wetland.” Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas. (40 C.F.R. 232, as amended). Wetlands shall be delineated by a site survey approved by the City using delineation protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the time of application of this regulation. If a conflict exists between the delineation protocols of these two agencies, the delineation protocol that results in the most inclusive area of wetlands shall apply.~~

~~—(79) “Wetland; Ohio EPA Category 2 Wetlands.” Those wetlands classified by the Ohio EPA as Category 2 Wetlands under O.A.C. 3745-1-54(C)(2), or current equivalent Ohio EPA classification, in accordance with generally accepted wetland functional assessment methods acceptable to the U.S. Army Corps of Engineers and Ohio EPA at the time of application of this regulation.~~

~~—(80) “Wetland; Ohio EPA Category 3 Wetlands.” Those wetlands classified by the Ohio EPA as Category 3 Wetlands under O.A.C. 3745-1-54(C)(3), or current equivalent Ohio EPA classification, in accordance with generally accepted wetland functional assessment methods acceptable to the U.S. Army Corps of Engineers and Ohio EPA at the time of application of this regulation.~~

~~—(81) “Wetland setback.” Those lands adjacent to wetlands where earth-disturbing activities will not take place and natural vegetation will not be removed.~~

~~—(82) “Winter.” October 1 to April 1 of each year.~~

~~—(83) “100-year floodplain.” Any land susceptible to being inundated by water from a base flood. The base flood is the flood that has a 1% or greater chance of being equaled or exceeded in any given year. For the purposes of this regulation, the 100-year floodplain shall be defined by FEMA or a site-specific floodplain delineation in conformance with standard engineering practices and approved by the City.~~

~~{Ord. 2005-10. Passed 5-9-05.}~~

~~1105.03 COMPREHENSIVE STORM WATER MANAGEMENT PLAN.~~

~~—A Construction Site Conservation Plan, Riparian and Wetland Setback Plan and a Post-Construction Water Quality Plan shall be developed to meet this regulation. These plans will be titled and numbered in one consecutive sequence to make a Comprehensive Storm Water Management Plan for the site. The Comprehensive Storm Water Management Plan so developed will serve as the Storm Water Pollution Prevention Plan (SWP3) required by Ohio EPA as part of the NPDES Storm Water Permit for General Construction.~~

~~{Ord. 2005-10. Passed 5-9-05.}~~

~~1105.04 PURPOSE.~~

~~—The intent of this regulation is to establish consistent technically feasible and operationally practical standards to achieve a level of storm water management, and erosion and sediment control that will minimize damage to public and private property and the degradation of water resources, and will promote and maintain the health, safety and welfare of the residents of the City. This regulation further intends, but is not limited to:~~

~~—(a) Allow development while minimizing increases in downstream flooding, erosion and sedimentation.~~

~~—(b) Reduce damage to receiving water resources and drainage systems that are caused by new development or redevelopment activities.~~

~~—(c) Control storm water runoff resulting from soil-disturbing activities.~~

~~—(d) Assure that development site owners control the volume and rate of storm water runoff originating from their property so that surface water and ground water are protected, soil erosion is controlled, and flooding potential is not increased.~~

~~—(e) Preserve to the maximum extent practicable the natural drainage characteristics of the building site and minimize the need to construct, repair and replace enclosed storm drain systems.~~

- ~~—(f) Preserve to the maximum extent practicable natural infiltration and ground water recharge, and maintain subsurface flow that replenishes water resources, wetlands and wells.~~
 - ~~—(g) Assure that storm water controls are incorporated into site planning and design at the earliest possible stage.~~
 - ~~—(h) Prevent unnecessary stripping of vegetation and loss of soil, especially adjacent to water resources and wetlands.~~
 - ~~—(i) Reduce the need for costly maintenance and repairs to roads, embankments, sewage systems, ditches, water resources, wetlands and storm water management practices that are the result of inadequate soil erosion, sediment and storm water control.~~
 - ~~—(j) Reduce the long-term expense of remedial projects needed to address problems caused by inadequate storm water, erosion and sediment control.~~
 - ~~—(k) Require the construction of storm water management practices that serve multiple purposes, including flood control, soil erosion and sediment control, and require water quality protection, and encourage such practices that promote recreation and habitat preservation.~~
 - ~~—(l) Ensure that all storm water management, soil erosion and sediment control practices are properly designed, constructed and maintained.~~
- ~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.05 CONSULTATIONS.~~

- ~~—In implementing these regulations the City Engineer or other City officials may consult with the local County SWCD, State and Federal agencies and other technical experts as necessary. Any costs associated with such consultations may be assessed to the applicant or their designated representative.~~
- ~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.06 ISSUANCE OF BUILDING PERMITS FOR RESIDENTIAL PROJECTS.~~

- ~~—(a) Two building permits will be issued for all single-family residential construction and similar types of construction as determined by the City Engineer. The first building permit shall allow the construction of the footers and basement walls or slab. No additional construction shall be performed and no additional building materials shall be allowed on the site until the City has issued the second building permit. The City Engineer may approve the stockpiling of additional construction materials on the site prior to the issuance of the second permit if a suitable location can be identified. Proper soil erosion and sediment control must be maintained on the stockpile area prior to, during and after the area is used for stockpiling.~~
 - ~~—(b) The second building permit, allowing delivery of the remaining building materials and the remaining construction activities, shall not be issued until the City Engineer certifies that the required BMPs and any other BMPs identified in the Soil Erosion and Sediment Control Plan submitted with the application for the first building permit have been properly installed, pursuant to the most recent edition of the Ohio Rainwater and Land Development manual.~~
- ~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.07 CONSTRUCTION SITE CONSERVATION PLAN.~~

~~—In order to control storm water damage and sediment pollution of water resources, wetlands, riparian areas, other natural areas, and public and private lands, the owner of each development area shall be responsible for developing a comprehensive Construction Site Conservation Plan. This plan will address storm water management (volume and peak rate of runoff), soil erosion, sediment and other waste control. This plan must contain a description of controls appropriate for each construction operation covered by these regulations, and the operator must implement the planned controls in a timely manner. The plans and BMPs used to satisfy the conditions of these regulations shall meet the standards and specifications in the current edition of the Ohio Rainwater and Land Development manual. The plans must make use of the practices that preserve the existing natural condition to the maximum extent practicable.~~

~~—(a) Development Sites Under One Acre in Size. Individual development sites that are larger than 20,000 square feet and smaller than one acre (43,560 square feet) in total size of disturbed area, can submit abbreviated soil erosion and sediment control plans with the topography plan for the requested permit(s). The abbreviated plan must cover the following items, in addition to any other items from this chapter that are required by the City Engineer.~~

~~—(1) Storm water issues. A statement as to how the increased storm water runoff that will be caused by the planned development project will be handled. This statement must identify the Best Management Practices (BMPs) the new construction project will include in order to address storm water runoff.~~

~~—(2) Redevelopment exemption. Owners of development sites that were created by demolishing an older existing structure can request, in writing, that the City Engineer exempt them from the storm water issues if the total soil surface area being made impermeable is the same or less than the total soil surface area that was impermeable due to the structure(s) being torn down and removed.~~

~~—(3) Riparian and wetland setbacks. All riparian and wetland setback areas will be identified in the plan and in the field before construction starts.~~

~~—(4) Soil erosion and sediment issues. A sketch of the entire development site must be submitted that identifies the location of:~~

~~—A. All existing and planned impervious areas, storm water inlets, drainage swales, wetlands, streams, conservation easements and other natural features to be saved and protected on the property.~~

~~—B. All existing and planned temporary and permanent conservation practices for the site. Residential lots shall include at a minimum the following:~~

~~—1. Soil erosion and sediment control BMPs; and~~

~~—2. Construction entrance; and~~

~~—3. Temporary grass seeding with two tons per acre of straw mulch; and~~

~~—4. Storm drain inlet protection around every storm yard inlet on the site or accepting drainage from the site; and~~

~~—5. Silt fence protection for any stream located on or close to the site and lacking an adequate vegetative buffer; and~~

~~—6. Silt fence to prevent sediment discharge into street storm sewer inlets where no centralized sediment control exists for the drainage area that includes the lot; and~~

~~—7. Construction fence to protect any conservation easements, riparian setbacks and wetland setbacks from encroachment by construction activities.~~

~~—(5) The schedule for the use of temporary seeding developed according to the Temporary Seeding Table contained in this chapter must be included. The location of construction material stockpile areas, if such have been approved by the City Engineer, with a description of the soil erosion and sediment controls to be maintained on the stockpile area prior to, during and after the area is used for stockpiling.~~

~~—(b) Development Sites One Acre in Size or Larger. All developments that have a larger common plan of development or sale equal to or larger than one acre in size of disturbed area are subject to this chapter and shall follow all of the requirements set forth in this chapter.~~

~~—(1) Description of the plan of construction. The following information shall be included in the Construction Site Conservation Plan:~~

~~—A. Site description:~~

~~—1. A description of the prior land uses of the site.~~

~~—2. A description of the nature and type of construction activity (e.g., low-density residential, shopping mall, highway, etc.).~~

~~—3. A description of the total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavating, filling or grading, including off-site borrow, fill or spoil areas and off-site utility installation areas).~~

~~—4. An estimate of the impervious area and percent imperviousness created by the construction activity.~~

~~—5. The types of soils within, or affected by the development area, and the location of all highly erodible or unstable soils as determined by the most current edition of the soil survey of the County, by the Natural Resources Conservation Service (NRCS).~~

~~—6. An on-site, detailed Soils Engineering Report, if required by the City Engineer.~~

~~—7. The name and/or location of the immediate receiving stream or surface water(s) and the first subsequent named receiving water and the major river watersheds in which it is located.~~

~~—B. A vicinity sketch locating:~~

~~—1. The larger common plan of development or sale.~~

~~—2. The development area.~~

~~—3. All pertinent surrounding natural features within 200 feet of the development site including, but not limited to:~~

~~—a. Water resources such as wetlands, springs, lakes, ponds, rivers and streams, including intermittent streams with a defined bed and bank.~~

~~—b. Conservation easements.~~

~~—c. Other sensitive natural resources.~~

~~—d. The sensitive areas receiving runoff from the development.~~

~~—4. All off-site borrow or spoil areas.~~

~~—5. All off-site utility installation areas that are related to the planned project.~~

~~—C. The existing and proposed topography shown in the appropriate contour intervals as approved by the City Engineer.~~

~~—D. The location and description of existing and proposed drainage patterns and facilities, including any allied drainage facilities beyond the development area and the larger common plan of development or sale.~~

~~—E. Existing and proposed watershed boundary lines, direction of flow and watershed acreage.~~

- F. The person or entity responsible for continued maintenance of all vegetative and/or mechanical BMPs for both the construction and post-construction phases of the development.
- G. Long-term maintenance requirements and schedules of all BMPs for both the construction and post-construction phases of the development.
- H. Long-term maintenance inspection schedules.
- I. The person or entity financially responsible for conducting the inspections of and the maintenance of permanent storm water conveyance and storage structures and all other conservation practices.
- J. The method of ensuring that funding will be available to conduct the long-term maintenance and inspections of all permanent storm water, soil erosion and sediment control and water quality practices.
- K. The location of any existing or planned riparian and/or wetland setback areas on the property.
- L. The plan must clearly describe, for each major construction activity, the appropriate BMPs and the general timing, or sequence, during the construction process of when the measures will be implemented, and who (which contractor) will be responsible for implementation (e.g., Contractor A will clear, grub and install perimeter controls and Contractor B will maintain perimeter controls until final stabilization; Contractor C will conduct and document the scheduled inspections).
- M. Location and description of any storm water discharges associated with dedicated asphalt and concrete plants covered by this regulation and the best management practices to address pollutants in these storm water discharges.
- (2) Construction Site Conservation Plan elements. The Construction Site Conservation Plan shall include, at a minimum, the following information:
 - A. The Construction Site Conservation Plan shall include a map showing the location of:
 - 1. The limits of earth-disturbing activity including excavations, filling, grading or clearing.
 - 2. Drainage patterns during major phases of construction.
 - 3. The location of each proposed soil erosion and sediment control BMP, including:
 - a. Permanent soil erosion control practices to be left in place after construction operations have been completed (e.g. level spreaders, permanent erosion control matting, gabions, rock-lined channels, etc.);
 - b. Areas likely to require temporary stabilization during the course of site development.
 - c. Designated construction entrances where vehicles will access the construction site.
 - d. In-stream activities, including stream crossings.
 - e. Areas designated for the storage or disposal of solid, sanitary and toxic wastes.
 - f. Dumpsters.
 - g. Cement truck washout.
 - h. Fuel tanks.
 - i. BMPs that divert runoff away from disturbed areas and steep slopes where practicable, including rock check dams, pipe slope drains, diversions to direct flow away from exposed soils, and protective grading practices.

- ~~—— j. Sediment settling ponds drawn to scale.~~
 - ~~—— 4. Existing and proposed locations of buildings, roads, parking facilities and utilities.~~
 - ~~—— 5. Boundaries of wetlands and stream channels the owner intends to fill or relocate for which the owner is seeking approval from the U.S. Army Corps of Engineers and/or Ohio EPA.~~
 - ~~—— B. The Construction Site Conservation Plan shall include a list of soil erosion and sediment control BMPs being used and the standards and specifications, including detailed drawings, for each BMP. This list shall include:
 - ~~—— 1. Methods of controlling the flow of runoff from disturbed areas so as to prevent or minimize erosion.~~
 - ~~—— 2. Identification of the structural practices to be used to control erosion and trap sediment from a site remaining disturbed for more than 14 days. A description shall be included of how each selected control will store runoff so as to let sediments settle out and/or divert flows away from exposed soils or act to limit runoff from exposed areas.~~
 - ~~—— 3. Identification for each structural practice of its size, detail drawings, maintenance requirements and design calculations.~~
 - ~~—— 4. The type and amount of plant seed, live plants, fertilizer, agricultural ground limestone and mulch to be used. Specification of soil testing requirements for fertility and lime requirements will be included. Specification for the use of perennial grass seed will also be included.~~
 - ~~—— 5. Settling ponds will be identified with basic dimensions and the calculations for size and volume.~~
 - ~~—— 6. Detailed drawings and installation requirements of all other structural control BMPs.~~
 - ~~—— 7. Any other soil erosion and sediment control related BMPs and items that are required by the City Engineer.~~
 - ~~—— 8. For developments where the overall plan does not call for centralized sediment control capable of controlling multiple individual lots, a detail drawing of a project-specific typical individual lot showing standard individual lot soil erosion and sediment control practices and the sequence and timing of BMP installation for the individual lots. This does not remove or eliminate the responsibility to designate and install specific soil erosion and sediment control practices for the storm water discharges.~~~~
 - ~~—— C. The Construction Site Conservation Plan shall include the scheduling, phasing and coordination of construction operations and erosion and sediment control BMPs, including vegetative plantings and mulch.~~
 - ~~—— (3) The Construction Site Conservation Plan shall include a description of the storm water management (SWM) practices to be used on the site. The SWM element of the Plan shall include, at a minimum, the following:
 - ~~—— A. A map showing the location, drawn to scale, of permanent SWM conveyance, detention and retention structures, other SWM control structures and the SWM easements.~~
 - ~~—— B. A general description of the SWM strategy proposed to meet this chapter.~~
 - ~~—— C. Design calculations for all permanent SWM conveyance, detention and retention structures, and other SWM control structures.~~
 - ~~—— D. Any other SWM related items required by the City Engineer.~~~~
- {Ord. 2005-10. Passed 5-9-05.}

~~1105.08 EASEMENTS.~~

~~—Future access to floodplains, flood control facilities, runoff drainage ditches and channels, runoff storage facilities, storm sewers and other drainage ways and structures, as required by the City Engineer, shall be secured by means of easements.~~

~~—(a) The easements shall be recorded in the name of the City and, in single family residential developments, the homeowners' association.~~

~~—(b) Such easements shall be not less than 25 feet in width, in addition to the width of the ditch, channel, or other facility it is to serve. Access easements of this type shall be provided on one side of the flood control or storm drainage ditch, channel, or similar type facility.~~

~~—(c) Access along the initial drainage system shall be by means of easements. Such easements shall be not less than 25 feet in width, with a minimum ten-foot width on either side of the centerline.~~

~~—(d) Access adjacent to storage facilities shall consist of a 25-foot easement in the case of detention (dry) basins, and a 25-foot easement with a 25-foot level bench in the case of retention (wet) basins, measured from the top of the bank, and shall include the storage facility itself.~~

~~—(e) Easements for the emergency flow ways shall be a minimum of 25 feet in width, or larger if required by the City Engineer.~~

~~—(f) Flood control or storm drainage easements containing underground facilities shall have a minimum width of 25 feet.~~

~~—(g) The easements shall be restricted against the planting within said easement of trees, shrubbery or plantings with woody growth characteristics, and against the construction therein of buildings, accessory buildings, fences, walls or any other obstructions to the free flow of storm water and the movement of inspectors and maintenance equipment, and also restricted against the changing of final grade from that described by the grading plan.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.09 MAINTENANCE.~~

~~—Any portion of the permanent drainage and soil erosion systems, including on-site and off-site storage facilities that are constructed by the owner, will be continuously maintained in perpetuity.~~

~~—(a) Maintenance Plans. Maintenance plans shall be provided by the permittee to both the City Engineer and the post-construction operator of the BMP (including homeowners' associations) upon completion of construction activities and prior to the City Engineer giving final approval for the completed construction.~~

~~—(b) Single Family and Multi-Family Residential Developments. A homeowners' association shall be created and placed in title of the affected lands and shall be continuously responsible for post-construction maintenance and inspections in perpetuity unless such maintenance and inspections become officially accepted by the City.~~

~~—(c) Apartments, Commercial and Industrial Developments. The plans will clearly state that the owner of the property shall be continuously responsible for post-construction maintenance and inspections in perpetuity, unless the City officially accepts such maintenance and inspections.~~

~~—(d) Maintenance Design. All temporary and permanent soil erosion and sediment control practices shall be designed and constructed to minimize maintenance requirements. Multi-use facilities incorporating assets such as aesthetics and recreation may be incorporated~~

into the design of the drainage facilities. All permanent drainage, soil erosion, sediment control, water quality management systems and BMPs, including on-site and off-site structures and vegetation that are constructed or planted, must be inspected and maintained in perpetuity by the responsible party designated in the plans. Inspections and maintenance will be incorporated periodically throughout the year to ensure that the facilities are properly operational.

—(e) Perpetual Maintenance Inspections. One inspection with a written report will be performed each year. The written report will be given to the City Engineer by May 1 of each and every year after the Best Management Practice (BMP) has been completed.

—(1) Structures that require a permit from the Ohio Division of Water. A written and stamped report from a professional engineer on the status of all structural BMPs that require a permit from the Ohio Department of Natural Resources (ODNR), Division of Water. This applies to all BMPs that require a permit either at the time of construction or fall under the jurisdiction of the ODNR Division of Water at any time after construction is completed.

—(2) Easements. A written report from an inspector on the status of all storm water management easements for each project shall be submitted to the City Engineer by May 1 of each year in perpetuity. These reports will document if restricted plantings, fences and structures are on the easement and will identify the location of the noted easement restriction violations.

—(3) Best Management Practices (BMPs) that do not have a high risk for loss of life, bodily injury, or damage to structures or infrastructure related to imminent failure as determined by the City Engineer. A written and stamped report from a professional engineer, landscape architect or Certified Professional in Erosion and Sediment Control (CPESC) on the status of permanent soil erosion, sediment control, water quality management systems and the status of the related easements shall be submitted to the City Engineer by May 1 of each year in perpetuity.

—(4) BMPs that have a potential loss of life. A written and stamped report covering the status of all BMPs that have a potential for loss of life, bodily injury, or damage to structures or infrastructure will be prepared by a professional engineer or other individual possessing a valid State license that authorizes them to design the same type of BMP for construction. (Ord. 2005-10. Passed 5-9-05.)

~~1105.10 MINIMUM STANDARDS.~~

—In order to control sediment pollution of water resources, the owner or person responsible for the development area shall use conservation planning and practices to maintain the level of conservation established in the following standards:

—(a) The plan shall include measures that control the flow of runoff from disturbed areas so as to prevent soil erosion from occurring.

—(b) Structural practices shall be used to control erosion and trap sediment from areas remaining disturbed for more than 14 days.

—(c) Sediment Barriers.

—(1) Sheet flow runoff from denuded areas shall be intercepted by silt fence or diversions to protect adjacent properties and water resources from sediment. Where intended to provide sediment control, silt fence shall be placed on a level contour. The relationship between the maximum drainage areas to silt fence for a particular slope is

shown in the table below.

Table 1: Silt Fence Applicability

Maximum Drainage Area (in acres) to 100 Linear Feet of Silt Fence

Range of Slope for a Particular Drainage Area

0.5

<2%

0.25

≥ 2% but <20%

0.125

≥ 20% but <50%

— (2) This does not preclude the use of other sediment barriers designed to control sheet flow runoff. The total runoff flow treated by a sediment barrier shall not exceed the design capacity for that sediment barrier. Straw bale barriers are not acceptable.

— (d) Storm Water Diversion Practices. Storm water diversion practices shall be used to keep runoff away from disturbed areas and steep slopes where practicable. Such practices, which include swales, dikes or berms, pipe slope drains and diversions, may receive storm water runoff from areas up to ten acres. Storm water diversion practices alone are not considered a sediment control practice unless those are used in conjunction with a sediment settling pond.

— (e) All sediment control practices must be capable of ponding runoff in order to be considered functional.

— (f) Clearing and grubbing will be done in two or more phases. The first phase will include only those locations necessary to install the perimeter soil erosion, sediment and storm water control BMPs. After the perimeter controls are in place and functioning, the remaining phase(s) of clearing and grubbing may continue.

— (g) Timing of Sediment Trapping Practices. Sediment control practices shall be functional throughout all phases of up slope earth disturbing activity. Settling facilities, perimeter controls and other practices intended to trap sediment shall be implemented prior to grading and within seven days from the start of grubbing. They shall continue to function until the up slope development area is permanently restabilized. As construction progresses and the topography is altered, appropriate controls must be constructed or existing controls altered to address the changing drainage patterns.

— (h) Stabilization of Denuded Areas.

— (1) Disturbed areas must be stabilized as specified in the tables below, or according to the Ohio EPA NPDES Storm Water Permit Rules, whichever is most restrictive:

Table 2: Permanent Stabilization

Area Requiring Permanent Stabilization	Time Frame to Apply Erosion Controls
Any areas that will lie dormant for one year or more	Within seven days of the most recent disturbance
Any areas within 50 feet of a stream and at final grade	Within two days of reaching final grade

Any other areas at final grade

Within seven days of reaching final grade within that area

Table 3: Temporary Stabilization

Area Requiring Temporary Stabilization

Time Frame to Apply Erosion Controls

Any disturbed areas within fifty (50) feet of a stream and not at final grade

Within two days of the most recent disturbance if the area will remain idle for 21 days or more

Disturbed areas that will be dormant for more than 21 days but less than one year and not within 50 feet of a stream

Within seven days of the most recent disturbance within the area

Residential subdivisions for disturbance which has occurred on building lots

Within seven days of the most recent disturbance if housing unit construction on the lot is not scheduled to begin within 21 days of the disturbance

In any case, temporary or permanent stabilization will be properly installed, pursuant to the most recent edition of the Ohio Rainwater and Land Development manual, before the second building permit is issued

Area Requiring Temporary Stabilization

Time Frame to Apply Erosion Controls

Nonresidential subdivisions and commercial developments

Within seven days of the most recent disturbance if further construction activity will not occur within 21 days of the disturbance.

Where vegetative stabilization techniques may cause structural instability or are otherwise prohibited, alternative stabilization techniques must be employed.

Disturbed areas that will be idle over winter

Prior to the onset of winter weather

—(2) Where vegetative stabilization techniques may cause structural instability or are otherwise unobtainable, alternative stabilization techniques must be employed.

—(i) Sediment Settling Ponds. Storm water runoff that exceeds the design capacity of sediment barriers and concentrated storm water flows shall pass through a sediment settling facility.

—(1) Where storm sewer drainage areas include ten or more acres disturbed at one time, a temporary, or permanent sediment settling pond must be provided until final stabilization of the site. In single-family residential construction, final stabilization is after

the houses are built and permanent landscaping is done.

— A. Alternative equivalent controls may be used if the owner can show, in writing, that the Ohio EPA approved the use of the alternatives in the Ohio EPA NPDES Permit for Construction Activity, Storm Water Pollution Prevention Plan (SWP3) for the site.

— B. It is recommended that for drainage locations of less than ten acres, smaller sediment settling basins and/or sediment traps be used.

— (2) Each facility's storage capacity shall be no less than 67 cubic yards per acre of total contributing drainage area. The storage volume will be measured from the bottom of the basin to the top of the primary (principal) spillway.

— (3) Permanent storm water management ponds that are designed to trap sediment during construction shall be designed to provide for a slow release of sediment-laden water. The draw down time must be at least 72 hours, or meet the criteria in the Ohio Rainwater and Land Development manual, whichever is most stringent.

— (4) The design configuration between inlet(s) and the outlet of settling ponds must provide at least two units of length for each one unit of width (> 2:1 length to width ratio).

— (5) The depth of the sediment settling pond must be less than or equal to five feet.

— (6) Sediment must be removed from the sediment settling ponds when the design capacity has been reduced by 40%.

— (7) Public safety, especially as it relates to children, must be considered in the design. Alternative sediment controls must be used where site limitations would preclude a safe design.

— (8) Temporary sediment settling ponds will not be constructed in any stream channel.

— (j) Storm Sewer Inlet Protection.

— (1) All storm sewer inlets that accept water runoff from the development area shall be protected so that sediment-laden water will not enter the storm sewer, unless the storm drain system drains to a sediment settling pond and is exempted in writing by the City Engineer. In areas where construction will be ongoing, such as subdivisions, the storm sewer protection shall be maintained until all up slope areas reach final stabilization, as determined by the City Engineer.

— (2) At the end of this period the site owner shall hydraulically clean the storm sewers to the satisfaction of the City Engineer. All sediments shall be removed from the system and shall not be flushed downstream.

— (k) Storm Sewer and Other Drainage Outlets. All storm sewers, footer drains, roof gutter drains and all other drains will be outletted at the bottom of the slope. The slope below the outlet will be able to control the water being drained through the storm sewer or other drains without causing erosion of the stream or channel banks or channel bottom or other areas that the water is outletted on.

— (l) Working Near or Crossing Streams and Wetlands.

— (1) Construction vehicles shall avoid water resources, wetlands, riparian areas and their setbacks. If construction vehicles must cross these areas during construction, an approved temporary crossing shall be constructed. Streams, including intermittent streams with a defined bed and banks, shall be restabilized immediately after in-channel work is completed, interrupted, or stopped. Erodible materials will not be used in making stream crossings.

— (2) No soil, rock, debris or any other material shall be dumped or placed into a water resource or into such proximity that it may slough, slip, or erode into a water resource,

unless such dumping or placing is authorized by the approving authority and, when applicable, the U.S. Army Corps of Engineers and Ohio EPA, for such purposes as, but not limited to, constructing bridges, culverts and erosion or sediment control structures.

~~— (3) If construction activities disturb areas adjacent to streams, structural practices shall be designed and implemented on site to protect the adjacent streams from the impacts of sediment runoff.~~

~~— (4) No temporary or permanent sediment controls will be constructed in a stream channel.~~

~~— (5) Streams and wetland setbacks required by the City will be implemented. As a minimum a setback of 25 feet, as measured from the ordinary high water mark of the surface water, will be maintained in its natural state as a permanent buffer.~~

~~— (m) Construction Entrance.~~

~~— (1) Measures shall be taken to prevent soil transport onto public roads or surfaces where runoff is not checked by sediment controls.~~

~~— (2) Stone with geotextile construction entrance(s) shall be implemented as required by the City Engineer and the Ohio EPA. These will be planned and installed according to the requirements in the most recent edition of the Ohio Rainwater and Land Development manual.~~

~~— (3) Where soil is transported onto a public road surface, the roads shall be cleaned thoroughly at the end of each day, or more frequently, in order to ensure public safety. Soil shall be removed from paved surfaces by shoveling or sweeping. Street washing shall be allowed only after shoveling or sweeping has removed most of the sediment and street sewer inlet protection is properly installed unless end of sewer sediment ponds exist and are properly functioning.~~

~~— (4) Erodible material ramps in streets will not be used to enable equipment to cross curbs. Non-erosive materials (e.g. wood and stone) can be used.~~

~~— (n) Unstable Soils.~~

~~— (1) Unstable soils will be as determined by the local county soil survey or by a detailed soils report.~~

~~— (2) The City Engineer may require detailed soil reports when deemed necessary.~~

~~— (3) Unstable soils prone to slipping or land sliding shall not be graded, excavated, filled or have loads imposed upon them unless the work is performed in accordance with a qualified professional engineer's recommendations to correct, eliminate, or adequately address the problems.~~

~~— (o) Cut and Fill Slopes. Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion and slippage. Consideration shall be given to the length and steepness of the slope, soil type, up slope drainage area, ground water conditions and slope stabilization. The minimum final unreinforced soil slopes will have a horizontal to vertical ratio of 2:1 (the horizontal will be two times the vertical).~~

~~— (p) Stabilization of Outfalls and Channels. Outfalls and constructed or modified channels shall be designed and constructed to withstand the expected velocity of flow from the planned post-development frequency storm without eroding. The planned post-construction velocity and flow shall include the entire contributing watershed.~~

~~— (q) Establishment of Permanent Vegetation. A permanent vegetative cover shall be established on denuded areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until ground cover is achieved which, in the opinion of~~

the City Engineer, has 80% vegetative density over the entire disturbed area and provides adequate cover, and is mature enough to satisfactorily control soil erosion and survive adverse weather conditions.

~~—(r) Disposition of Temporary Practices. All temporary soil erosion and sediment control practices shall be disposed of immediately after final site stabilization is achieved or after the temporary practices are no longer needed, unless otherwise required by the City Engineer. Trapped sediment shall be permanently stabilized to prevent further erosion. The construction maintenance guarantee shall not be released by the City until all temporary soil erosion and sediment control practices that are no longer needed have been removed, properly disposed of and any trapped sediment has been stabilized.~~

~~—(s) Underground Utility Construction. The construction of underground utility lines, pipes, etc. shall be subject to the following criteria:~~

~~—(1) Trenches shall remain open for no more than five days.~~

~~—(2) There shall be no turbid discharges to surface waters resulting from dewatering activities. If trench or ground water contains sediment, it must pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site or to waters of the State.~~

~~—(3) When discharging clean ground water, care must be taken to ensure that it does not become pollutant laden by crossing over disturbed soils or other pollutant sources.~~

~~—(t) Inspections.~~

~~—(1) If inspections or other information indicates a control has been used inappropriately or incorrectly or it has failed, it must be replaced or modified for the site conditions.~~

~~—(2) The owner of the development area shall have the site inspected for soil erosion, sediment control and other environmental concerns every seven calendar days, and within 24 hours of a 0.5 inch or greater rainfall event until the City Engineer certifies the site as being stable. The City Engineer certification does not relieve the permittee from meeting the Ohio EPA NPDES inspection requirements.~~

~~—(3) The owner, or his designated representative, shall keep a written log of each inspection and any subsequent improvements to the soil erosion, sediment control or other environmental controls. The inspections shall include the date of the inspection, the name of the inspector, weather conditions, and the actions needed to correct the identified problems.~~

~~—(4) The inspection log will include the date and actions taken to correct problems noted in past inspection logs.~~

~~—(5) If the construction site is subject to Ohio EPA's National Pollutant Discharge Elimination System (NPDES) permit for construction activity, a copy of all of the required inspection sheets will be submitted to the City Engineer within three working days of the date that the inspection was conducted.~~

~~—(6) Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for pollutants entering the drainage system.~~

~~—(7) Erosion and sediment controls identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly.~~

~~—(8) Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters.~~

—(9) Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.

—(10) If the inspection reveals that a control practice is in need of repair or maintenance, with the exception of sediment settling ponds, it must be repaired or maintained within three days of the inspection. Sediment settling ponds must be repaired or maintained within ten days of the inspection.

—(11) If any inspection reveals that a control practice fails to perform its intended function and that another, more appropriate control practice is required, the Construction Site Conservation Plan must be amended and the new control practice must be installed within ten days of the inspection.

—(12) If the inspection reveals that a control practice has not been implemented in the time required by this chapter it must be installed within ten days from the date of inspection.

—(13) If the inspection reveals that a planned control practice is not needed, the record must contain a statement of explanation as to why the control practice is not needed.

—(u) Control of Materials and Debris. Site management practices shall be implemented to prevent toxic materials, hazardous materials, or other debris from entering the City's and State's water resources or wetlands. These practices shall include, but are not limited to, the following:

—(1) A covered dumpster shall be made available for the proper disposal of construction site waste materials, garbage, plaster, drywall, grout, gypsum, etc. A second covered dumpster will be provided for the proper disposal of toxic and hazardous wastes.

—(2) The washing of excess concrete material into a street, catch basin or other public facility or natural resource shall not occur. A designated area for concrete washouts shall be made available and used for all concrete washouts.

—(3) All fuel tanks and drums shall be stored in a marked storage area. A dike shall be constructed around this storage area with a minimum capacity equal to 110% of the volume of the largest container in the storage area. All additional requirements of the local fire authority must be followed. If the fuel tanks have a self-contained dike, the plug will be kept in the dike tank at all times.

—(4) Any toxic or hazardous wastes and/or contaminated soils must be disposed of according to all applicable environmental laws and statutes. Local health districts and Ohio EPA can provide guidance on these issues.

—(5) On a site with a prior industrial land use or a site that is contaminated with gasoline, fuel oil, hydrocarbon-based chemicals or other Ohio EPA-regulated contaminants, the storm water is considered wastewater. A permit from Ohio EPA is required to address these sites.

—(6) Proper permits shall be obtained for development projects on solid waste landfill sites.

—(7) Paint, paint-washing liquids, excess paints and other paint wastes are considered solid wastes and shall be disposed of in accordance with applicable State regulations. Appropriate handling of these wastes shall occur at the site so as to prevent the discharge of these wastes into surface or ground waters.

—A. Water-based paint-washing liquids and small quantities of excess water-based paints may be disposed of by flushing down a connected sanitary sewer, but may not be disposed of in an on-lot disposal system.

— B. All other paints, paint thinners and paint-cleaning materials will be disposed of in the site's hazardous waste disposal dumpster.

— (8) Restroom facilities will be provided for site workers at all times that workers are present on the site and during all phases of the construction.

— (9) All required permits from appropriate Federal, State, or local agencies are required to develop land with a previous industrial or commercial use or another use that may have led to soil contamination by a regulated pollutant.

— (v) Pre-winter Stabilization. If the development area will, or is planned to remain, active through the winter months, the owner of the development area shall hold a Pre-winter Stabilization Meeting. The meeting will be held before October 1. The owner shall invite the operator, developer, engineer, contractor, City Engineer and anyone else requested by the City Engineer to the meeting.

— (w) Water Quality Requirements.

— (1) Storm water detention. The post-construction BMP(s) chosen must be able to detain storm water runoff for protection of the stream channels, stream erosion control, and improved water quality.

— (2) Structural BMPs. Structural (designed) post-construction storm water treatment practices shall be incorporated into the permanent drainage system for the site.

— (3) Properly sized BMPs. The BMP(s) chosen must be sized to treat the water quality volume (WQV) and ensure compliance with Ohio's Water Quality Standards in O.A.C. Chapter 3745-1. The WQV shall be equivalent to the volume of runoff from a 0.75-inch rainfall and shall be determined according to one of the two following methods:

— A. Through a site hydrologic study approved by the local municipal permitting authority that uses continuous hydrologic simulation and local long-term hourly precipitation records; or

— B. Using the following equation:

$$WQV = C * P * A / 12$$

— where: WQV = water quality volume in acre-feet

— C = runoff coefficient appropriate for storms less than one inch (see Table 4)

— P = 0.75 inch precipitation depth

— A = area draining into the BMP in acres

Table 4 Runoff Coefficients Based on the Type of Land Use

Land Use	Runoff Coefficient
Industrial and commercial	0.8
High-density residential (>8 dwellings/acre)	0.5
Medium-density residential (4 to 8 dwellings/acre)	0.4
Low-density residential (<4 dwellings/acre)	0.3
Open space and recreational areas	0.2

— (4) Where the land use will be mixed, the runoff coefficient should be calculated using a weighted average. For example, if 60% of the contributing drainage area to the storm water treatment structure is low-density residential, 30% is high-density residential, and 10% is open space, the runoff coefficient is calculated as follows $(0.6)(0.3) + (0.3)(0.5) + (0.1)(0.2)$

= 0.35.

— (5) An additional volume equal to 20% of the WQV shall be incorporated into the BMP for sediment storage and/or reduced infiltration capacity. The BMPs will be designed according to the methodology included in the Ohio Rainwater and Land Development manual, ODOT Post-Construction Storm Water Standards, or other manual that is acceptable to Ohio EPA.

— (6) BMPs shall be designed such that the drain time is long enough to provide treatment, but short enough to provide storage available for successive rainfall events as described in Table 5 below.

Table 5: Target Draw Down (Drain) Times for Structural Post-Construction Treatment-Control Practices

Best Management Practice	Drain Time of WQV
Infiltration	24–48 hours
Vegetated swale and filter strip	24 hours
Extended detention basin (dry basins)	48 hours
Retention basins (wet basins)*	24 hours
Constructed wetlands (above permanent pool)	24 hours
Media filtration, bioretention	40 hours

* Provide both a permanent pool and an extended detention volume above the permanent pool, each sized at 0.75 * WQV

— (7) The owner may request approval from the City Engineer to use alternative structural post-construction BMPs if the owner can demonstrate, in a way that is acceptable to Ohio EPA rules and regulations, that the alternative BMPs are equivalent in effectiveness to those listed in Table 5 above. The use of alternative or vendor-supplied post-construction BMPs should be limited to redevelopment projects where justification is provided that the traditional BMPs in Table 5 are technically and economically infeasible.

— (8) Construction activities shall be exempt from this condition if it can be demonstrated that the WQV is provided within an existing structural post-construction BMP that is part of a larger common plan of development or sale, or if structural Post-construction BMPs are addressed in a regional or local storm water management plan.

— (9) For redevelopment projects (i.e., developments on previously developed property), post-construction practices shall either ensure a 20% net reduction of the site's impervious area, provide for treatment of at least 20% of the WQV, or a combination of the two.

— (x) Storm Water Basins.

— (1) Pool geometry. The minimum length-to-width ratio for the pond is 3:1 (the length will be three times the width).

—(2) Riser in embankment. The riser shall be located within the embankment for purposes of maintenance access. Access to the riser will be by manholes.

—(3) Water drains. Each retention basin shall have a drain pipe that can completely drain the pond. The drain shall have an elbow within the pond to prevent sediment deposition from plugging the drain.

—(4) Adjustable gate valves. Both the storm water management and water quality basin drains shall have adjustable gate valves. Valves shall be located inside the riser at a point where they will remain dry and can be operated in a safe and convenient manner. During the annual inspections the valves shall be fully opened and closed at least once, and the certifying official shall attest to this on the inspection form. To prevent vandalism, the handwheel shall be chained to a ringbolt or manhole step.

—(5) Principal spillway. Each principal spillway shall be designed in accordance with the NRCS standards and specifications for the office serving the County. Each principal spillway shall have the capacity to pass the 100-year design storm flow. The inlet or riser size for the pipe drops shall be designed so that the flow through the structure goes from weir flow control to pipe flow control without going into orifice control in the riser. The crest elevation of the primary spillway shall be no less than one foot below the emergency spillway crest. Premium joint pipe is required and a removable trash rack shall be installed at each location. Anti-seep collars shall be provided for all pipe conduits through an embankment.

—(6) Emergency spillway. An emergency spillway shall be provided on each storm water management basin. Emergency spillways shall convey flood flows safely past the embankment, and shall be designed in accordance with NRCS standards and specifications for the office serving the local county. Emergency spillways shall have a 100-year design storm capacity unless exempted in writing by the City Engineer.

—(7) Embankments. Each dam embankment shall be designed in accordance with the NRCS standards and specifications for the office serving the county that the project is located in. Anti-seep collars shall be provided for all pipe conduits through an embankment.

—(8) Safety features.

—A. The primary spillway opening shall not permit access to the public and other non-maintenance personnel.

—B. The perimeter of all water pool areas that are deeper than three feet shall be surrounded by benches that meet the following:

—1. A safety bench, with a maximum slope of 3%, which extends outward, on dry land, from the shoreline. This bench will be a minimum of 25 feet wide to provide for the safety of individuals and maintenance vehicles that are adjacent to the water pool. The safety bench may be landscaped, without the use of structures, to prevent access to the water pool.

—2. Side slopes between the safety bench and the aquatic bench shall not be steeper than 3:1 (three feet horizontal for every one foot vertical).

—3. An aquatic bench that extends inward from the shoreline far enough to ensure public safety and has a maximum depth of 15 inches below the normal water surface elevations. The aquatic bench may be landscaped to prevent access to the deeper water pool.

—4. Side slopes beyond the aquatic bench and below the permanent water level shall

not be steeper than 2:1 (two feet horizontal for every one foot vertical).

~~— 5. The contours of the pond will be designed and managed to eliminate drop-offs and other hazards.~~

~~— 6. Side slopes getting to the pond shall not exceed 3:1 and shall terminate on a safety bench.~~

~~— 7. Soil erosion and sediment control practices used to satisfy these standards shall meet the standards and specifications in the current edition of the Ohio Rainwater and Land Development manual, NRCS Field Office Technical Guide for the local county or the Ohio EPA, whichever is most stringent.~~

~~— (9) Water quality basin. If a water quality basin is needed and cannot be incorporated into an existing or planned detention or retention basin, then a separate water quality basin will need to be planned, designed, constructed and maintained in perpetuity.~~

~~— (10) Water quality basins will not be constructed in any stream channel.~~

~~— (11) Flexibility. These standards are general guidelines and shall not limit the right of the City Engineer to impose at any time additional and/or more stringent requirements, nor shall the standards limit the right of the City Engineer to waive, in writing, individual requirements. If the City Engineer waives, in writing, individual requirements, the owner will provide the City Engineer with the information and documentation required to assure Ohio EPA that the waived requirement will not degrade water quality.~~

~~— (y) These standards are general guidelines and shall not limit the right of the City Engineer to impose at any time additional, more stringent requirements, nor shall the standards limit the right of the City Engineer to waive, in writing, individual requirements.~~

~~— (z) Soil limitations shall be determined by using the current edition of the county soil survey written by the NRCS, USDA.~~

~~— (aa) Methods for controlling increases in storm water runoff peaks and volumes may include, but are not limited to:~~

~~— (1) Retarding flow velocities by increasing friction; for example, grassed road ditches rather than paved street gutters where practical, discharging roof water to vegetated areas, or grass and rock-lined drainage channels.~~

~~— (2) Grading and use of grade control structures to provide a level of control in flow paths and stream gradients.~~

~~— (3) Induced infiltration of increased storm water runoff into soil, where practical; for example, constructing special infiltration areas where soils are suitable, retaining topsoil for all areas to be vegetated, or providing good infiltration areas with proper emergency overflow facilities.~~

~~— (4) Provisions for detention and retention, for example, permanent retention ponds and lakes, dry detention basins and subsurface detention tanks.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.11 STREAM CHANNEL AND FLOODPLAIN EROSION DESIGN CRITERIA.~~

~~— (a) Runoff Rate. The peak runoff rate from the development area shall not be greater after development than it was before development. The applicant shall provide calculations proving no increase in the runoff rates from the 1-, 2-, 5-, 10-, 25-, 50- and 100-year storms.~~

~~— (b) Runoff Volume. Increases in the runoff volume shall be offset by further restricting runoff rates. Based on the increase in runoff volume, the applicant shall determine the critical storm for the development area. The runoff rate from the critical storm shall be~~

restricted to the one-year pre-development storm runoff rate. The critical storm shall be calculated as follows:

— (1) Determine the total volume of runoff from a one-year frequency, 24-hour storm, occurring on the development area before and after development.

— (2) From the volumes in division (b)(1) of this section, determine the percent of increase in volume of runoff due to development according to the equation $(Q_{\text{after}} \text{ divided by } Q_{\text{before}}) \times 100$ and, using this percentage, select the critical storm from this table:

Table 6: Critical Storm Selection

The Percentage Increase in Volume of Runoff is:

Equal to or Greater Than

And Less Than

The 24-Hour “Critical Storm” For Discharge Will Be:

The Percentage Increase in Volume of Runoff is:

Equal to or Greater Than

And Less Than

The 24-Hour “Critical Storm” For Discharge Will Be:

0

10

1 year

10

20

2 years

20

50

5 years

50

100

10 years

100

250

25 years

250

500

50 years

500

—

100 years

-

— (c) Detention or Retention Basin Exemption for Redevelopment or for Expansion of Existing Facilities.

— (1) For any development regulated by this chapter, the construction of a detention or retention basin may not be required for the development if the post-development peak discharge for a 100-year frequency 24-hour storm increases the existing peak discharge by one cubic foot per second or less using the TR-55 method of calculation or other method approved by the City Engineer. The City Engineer can waive this requirement if existing storm sewers and drainage structures can safely handle the expected increase in flow.

~~—(2) Only one exemption will be allowed per parcel. Any subsequent expansion must provide for detention or retention and must include the previously exempted area.~~

~~—(d) Where the City Engineer determines that site constraints exist in a manner that compromises the intent of this chapter to improve the management of storm water runoff as established in this section, practical alternatives may be used to result in an improvement of water quality and/or a reduction of storm water runoff. Such alternatives must be in keeping with the intent and likely cost of those measures that would otherwise be required to meet the objectives of this section. When possible, all practical alternatives shall be implemented within the drainage area of the proposed development project. Practical alternatives can include, but are not limited to:~~

~~—(1) Fees shall be paid in an amount specified by the City Engineer. These fees shall be applied by the City to storm water management practices that reduce existing storm water runoff.~~

~~—(2) Implementation of off-site storm water management practices.~~

~~—(3) Watershed or stream restoration.~~

~~—(4) Retrofitting of an existing storm water management practice.~~

~~—(5) Other practices approved by the City Engineer in keeping with the intent of this section.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.12 COMPLIANCE WITH OTHER RULES AND REGULATIONS.~~

~~—(a) Ohio Dam Safety Laws. The provisions of the Ohio Dam Safety Laws shall be followed. Proof of compliance with the Ohio Dam Safety Laws administered by the ODNR Division of Water shall be, but is not limited to, a copy of the ODNR Division of Water permit number or a copy of the project approval letter from the ODNR Division of Water or a letter from the site owner explaining why the Ohio Dam Safety Law is not applicable. The written proof will be provided to the City Engineer before a construction permit will be issued.~~

~~—(b) NPDES Permits. The provisions of the National Pollutant Discharge Elimination System (NPDES) permits issued by the Ohio EPA shall be followed. Proof of compliance shall be, but is not limited to, a copy of the Ohio EPA NPDES permit number or a letter from the site owner explaining why the NPDES permit is not applicable. The written proof will be provided to the City Engineer before a construction permit will be issued.~~

~~—(c) Federal and State Wetland Permits. The provisions of the U.S. Army Corps of Engineers dredge and fill permits for federally protected wetlands shall be followed. The provisions of Ohio EPA's Isolated Wetlands permits shall also be followed. Wetlands and other waters of the United States shall be delineated by protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the time of the application of these regulations. Written proof of compliance with both permit programs will be provided to the City Engineer before a construction permit will be issued. Proof of compliance shall be, but is not limited to, the following:~~

~~—(1) A copy of the U.S. Army Corps of Engineers Individual permit, if required for the project, showing project approval and any restrictions that apply to site activities; or~~

~~—(2) A site plan showing that any proposed fill of waters of the United States conforms to the general and specific conditions specified in the applicable Nationwide permit; or~~

~~—(3) A letter from the site owner verifying that a qualified professional has surveyed the site and found no wetlands or other waters of the United States. Such a letter shall be noted~~

on-site plans submitted to the City.
(Ord. 2005-10. Passed 5-9-05.)

~~1105.13 CONSTRUCTION AND MAINTENANCE GUARANTEE.~~

~~—All permanent storm water, soil erosion, other wastes control, and water quality practices not specifically waived by the City shall be constructed prior to the granting of the final plat approval. Upon the request of the owner, the City may defer the construction or installation of a permanent storm water, soil erosion, sediment, or other waste control or water quality practice prior to the approval of the final plat where, in the City Engineer's judgment, such proper construction or installation is not immediately necessary for the protection of the public health and safety; and where the prior installation or construction of such improvement would constitute an undue hardship on the owner because, in the case of new vegetation or weather conditions, or because in the case of concrete, building construction could cause cracking and excessive wear and tear on new structures. In such event, the City shall require a security bond, escrow account, certified check or cash to guarantee that such deferred improvements will be properly constructed or installed within an agreed specified time, but not to exceed six months after the filing of such final plat. The owner will provide a maintenance guarantee for all permanent improvements, and soil erosion, waste controls and water quality practices. The City shall require a security bond, escrow account, certified check or cash to guarantee that the planned temporary and permanent soil erosion, sediment, and other waste controls and water quality practices will be constructed and removed in a timely manner, as determined by the City Engineer.~~

~~—(a) The Guarantee. The guarantee of both performance and maintenance will be in the form of a security bond, escrow account, verified check or cash. The security bond, escrow account, verified check or cash will be used by the City to complete any guaranteed construction or removal of improvements or temporary and permanent soil erosion, sediment and other waste control practices that are not adequately completed, maintained or removed by the owner in a timely manner, as determined by the City Engineer. The security bond, escrow account, verified check or cash will be in the total amount of both the performance guarantee and the maintenance guarantee. Ohio municipalities and counties may require performance bonds or other guarantees for water management improvement as stated in Ohio R.C. 711.101.~~

~~—(1) Security bond, escrow account, verified check or cash shall be deposited with the City prior to review by the City Engineer and/or its consultants to cover professional services of the City Engineer, Building Commissioner, Zoning Inspector and/or other experts required by the City Engineer, City Council, Mayor or Review Boards.~~

~~—(2) No soil disturbing activities shall be permitted until a security bond, escrow account, verified check or cash has been posted to the satisfaction of the City Engineer sufficient for the City to perform the obligations otherwise to be performed by the owner or person responsible for the development area as stated in this regulation, and to allow all work to be performed as needed in the event that the owner or person responsible for the development area fails to comply with the provisions of this regulation. The security bond, escrow account, verified check or cash shall be released only after all work required by this regulation has been completed to the satisfaction of the City Engineer and all permit and inspection fees required by these regulations have been paid in full.~~

- ~~—(3) No project subject to this regulation shall commence without the Construction Site Conservation Plan having been approved by the City Engineer.~~
 - ~~—(b) Performance Guarantee. The furnishing of a performance guarantee will be maintained in an amount of not less than 120% of the estimate approved by the City Engineer, of installation of the deferred improvements.~~
 - ~~—(c) Maintenance Guarantee. The maintenance guarantee shall be maintained for a period of not less than two years after final acceptance of the storm water, soil erosion, sediment and other waste control practices in an amount equal to 20% of the estimate approved by the City Engineer, of the construction and, where necessary, removal of such practices.~~
 - ~~—(d) Time Extension. The City Engineer may extend for cause the time allowed for the installation of the improvements for which the performance guarantee has been provided with the receipt of a written request from the owner.~~
 - ~~—(e) Completion. Upon completion of the construction of improvements or temporary and/or permanent soil erosion, sediment and other waste control practices and the removal of the temporary soil erosion, sediment and other waste control practices for which the performance guarantee has been provided, the owner shall notify the City Engineer of this fact.~~
 - ~~—(f) Inspection. The City will not release the security bond, escrow account, verified check or cash guarantee until the City Engineer has inspected the site to ensure that the guaranteed item(s) have been completed and/or removed.~~
 - ~~—(g) Slow Release Devices. Performance and maintenance guarantees will be maintained on the temporary sediment removal slow release devices installed in detention and retention basins until the entire site has reached final soil stabilization. Final stabilization in single-family residential developments is when 90% of the homes are constructed with their lawns completely installed and any remaining unbuilt lots having been permanently stabilized with a uniform ground cover at a growth density of 80% or better.~~
 - ~~—(h) Release. The construction maintenance guarantee shall not be released by the City until all temporary soil erosion and sediment control practices that are no longer needed have been removed, properly disposed of and any trapped sediment has been stabilized.~~
- ~~{Ord. 2005-10. Passed 5-9-05.}~~

~~1105.14 APPLICATION PROCEDURES FOR EROSION AND SEDIMENT CONTROL PLANS.~~

- ~~—(a) Plans developed by the site owners and approved by the City in accordance with this regulation do not relieve the site owner of responsibility for obtaining all other necessary permits and/or approvals from Federal, State, County and local agencies and departments. If requirements vary, the most stringent requirement shall be followed. Plans submitted to the City Engineer for review and approval shall be accompanied by all other required permits and documentation relevant to the project, including but not limited to the permits required and issued by the U.S. Army Corps of Engineers, Ohio EPA and ODNR Division of Water.~~
- ~~—(b) Five sets of the plans and necessary data required by this regulation shall be submitted to the City Engineer as follows:~~
 - ~~—(1) Format-~~
 - ~~—A. Text material will be on 8.5 by 11-inch paper.~~
 - ~~—B. Drawings will be on paper sized no larger than 24 inches by 36 inches.~~
 - ~~—(2) Construction projects-~~

~~— A. At the preliminary plan approval request the preliminary plans shall show all of the following existing and planned features: streams, water bodies, wetlands, riparian and wetland setback areas, permanent BMPs, storm water management detention and retention basins.~~

~~— B. At the improvement plan approval request, the entire Comprehensive Storm Water Management Plan must be submitted.~~

~~— (3) For general clearing projects. Thirty working days prior to any soil-disturbing activities.~~

~~— (4) Permits list. A list of all the permits that will be needed from Federal, State and local agencies.~~

~~— (5) Long-term maintenance.~~

~~— A. The requirements and schedules of all permanent vegetative and/or mechanical post-construction water quality conservation BMPs.~~

~~— B. Long-term maintenance inspection schedules for all permanent vegetative and/or mechanical post-construction water quality conservation BMPs.~~

~~— C. The person or entity financially responsible for inspecting and maintaining all permanent vegetative and/or mechanical post-construction water quality conservation BMPs.~~

~~— D. The method of ensuring that funding will be available to conduct the long-term maintenance and inspections of all permanent vegetative and/or mechanical post-construction water quality conservation BMPs.~~

~~— (c) The City Engineer shall review the plans, including the review report from the local County SWCD, and shall approve or return these with comments and recommendations for revisions within 30 working days after receipt of the plan as described above. A plan rejected because of deficiencies shall receive a report stating specific problems. At the time of receipt of a revised plan, another 30-day review period shall begin.~~

~~— (d) Approved plans shall remain valid for two years from the date of approval. After two years the plan(s) approval automatically expires.~~

~~— (e) No soil disturbing activity shall begin before all necessary local, County, State and Federal permits have been granted to the owner or operator.~~

~~— (f) The City will do construction inspections until the site reaches final stabilization as determined by the City Engineer.~~

~~{Ord. 2005-10. Passed 5-9-05.}~~

~~1105.15 RIPARIAN AND WETLAND SETBACK REQUIREMENTS.~~

~~— (a) It is hereby determined that the system of wetlands, riparian areas, rivers, streams, and other natural watercourses within the City contributes to the health, safety, and general welfare of the residents. The specific purpose and intent of this part of these regulations is to regulate uses and developments within riparian and wetland setbacks that would impair the ability of riparian and wetland areas to:~~

~~— (1) Reduce flood impacts by absorbing peak flows, slowing the velocity of floodwaters and regulating base flow.~~

~~— (2) Assist in stabilizing the banks of watercourses to reduce bank erosion and the downstream transport of sediments eroded from watercourse banks.~~

~~— (3) Reduce pollutants in watercourses during periods of high flows by filtering, settling and transforming pollutants already present in watercourses.~~

- ~~— (4) Reduce pollutants in watercourses by filtering, settling, transforming and absorbing pollutants in runoff before they enter watercourses.~~
 - ~~— (5) Provide watercourse habitats with shade and food.~~
 - ~~— (6) Provide habitat to a wide array of aquatic organisms, wildlife, many of which are on Ohio's Endangered and/or Threatened Species listings, by maintaining diverse and connected riparian and wetland vegetation.~~
 - ~~— (7) Benefit the City economically by minimizing encroachment on wetlands and watercourse channels and the need for costly engineering solutions such as dams, retention basins, and riprap to protect structures and reduce property damage and threats to the safety of residents; and by contributing to the scenic beauty and environment of the City, and thereby preserving the character of the City, the quality of life of the residents of the City, and corresponding property values.~~
 - ~~— (b) The regulations in this section have been enacted to protect these services of riparian and wetland areas by providing reasonable controls governing structures and uses within a wetland and/or riparian setback along designated watercourses in the City.~~
 - ~~— (c) Applicability and Compliance.~~
 - ~~— (1) These regulations shall apply to:~~
 - ~~— A. All lands that are within the jurisdiction of the City and that border designated watercourses and wetlands as defined in these regulations.~~
 - ~~— B. These regulations shall apply to property/parcel split plan approvals, site plan approvals and land development plan approvals requested of the City.~~
 - ~~— C. These regulations shall apply to all building permits, which involve soil-disturbing activities.~~
 - ~~— (2) The City shall issue no approvals or permits without full compliance with the terms of these regulations.~~
- ~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.16 ESTABLISHMENT OF DESIGNATED WATERCOURSES AND RIPARIAN SETBACKS:~~

- ~~— (a) Designated watercourses shall include those watercourses meeting any one of the following criteria:~~
 - ~~— (1) All watercourses draining an area greater than one-half square mile; or~~
 - ~~— (2) All watercourses draining an area less than one-half square mile and having a defined bed and bank.~~
 - ~~— (3) In determining if watercourses have a defined bed and bank, the City may consult with a representative of the local County SWCD or other technical experts as necessary.~~
- ~~— (b) Riparian setbacks on designated watercourses are established as follows:~~
 - ~~— (1) A minimum of 300 feet on both sides of all watercourses draining an area greater than 300 square miles.~~
 - ~~— (2) A minimum of 120 feet on both sides of all watercourses draining an area greater than 20 square miles and up to and including 300 square miles.~~
 - ~~— (3) A minimum of 75 feet on both sides of all watercourses draining an area greater than one-half square mile and up to and including 20 square miles.~~
 - ~~— (4) A minimum of 25 feet on both sides of all watercourses draining an area less than one-half square mile and having a defined bed and bank as determined above.~~
- ~~— (c) Riparian Setback Map.~~
 - ~~— (1) The City shall use the latest edition of the official soil survey that shows drainage~~

features on the paper maps in the back of the book as the map identifying designated watercourses and their riparian setbacks. The drainage features identified on the paper maps in the official soil survey and the information contained therein shall be believed to be accurate.

~~—(2) At the time of application of this regulation, if any discrepancy is found between the Riparian Setback Map and the criteria for designated watercourses or riparian setbacks as set forth in these regulations, the criteria shall prevail.~~

~~—(3) In reviewing and interpreting the maps the City may consult with a representative of the local County SWCD and other technical experts as necessary.~~

~~—(d) The following conditions shall apply in riparian and wetland setbacks:~~

~~—(1) Riparian and wetland setbacks shall be measured in a perpendicular and horizontal direction outward from the ordinary high water mark of each designated watercourse and defined wetland boundary.~~

~~—(2) Except as otherwise provided in this regulation, riparian and wetland setbacks shall be preserved in their natural state and shall be established and marked in the field prior to any soil-disturbing or land-clearing activities.~~

~~—(3) Where the 100-year floodplain is wider than a riparian setback on either or both sides of a designated watercourse, the riparian setback shall be extended to the outer edge of the 100-year floodplain. The 100-year floodplain shall be determined by the project engineer conducting a hydrologic analysis of the project area in conformance with standard engineering practices and approved by the City Engineer.~~

~~—(4) Where wetlands are identified within a riparian setback, the minimum riparian setback width shall be extended to the outer boundary of the wetland. In addition, wetlands shall be protected to the extent detailed in these regulations.~~

~~—(5) Wetlands shall be delineated by a site survey approved by the City using delineation protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the time of application of this regulation. If a conflict exists between the delineation protocols of these two agencies, the delineation protocol that results in the most inclusive area of wetland shall apply.~~

~~—(e) The applicant or their designated representative shall be responsible for delineating riparian and wetland setbacks, including any expansions or modifications as required by these regulations, and identifying these setbacks on all property/parcel splits, commercial development or other land development plans, and/or building permit applications submitted to the City. This delineation may be done by a metes and bounds, or higher level, survey and shall be subject to review and approval by the City. As a result of this review, the City may consult with a representative of the local County SWCD or other technical experts as necessary.~~

~~—(f) Prior to any soil-disturbing activity, riparian and wetland setbacks shall be clearly delineated on-site by the applicant or their designated representative, and such delineation shall be maintained throughout soil-disturbing activities.~~

~~—(g) No approvals or permits shall be issued by the City prior to on-site delineation of riparian and wetland setbacks in conformance with these regulations.~~

~~—(h) Upon completion of an approved property/parcel split, land development, or other improvement, riparian and wetland setbacks shall be permanently recorded on the plat records of the City.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.17 ESTABLISHMENT OF WETLAND SETBACKS.~~

~~—Wetland setbacks are established as follows:~~

~~—(a) A minimum of 120 feet surrounding and including all Ohio EPA Category 3 Wetlands, or current equivalent Ohio EPA classification.~~

~~—(b) A minimum of 75 feet surrounding and including all Ohio EPA Category 2 Wetlands, or current equivalent Ohio EPA classification.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.18 PROCEDURE FOR WETLAND SETBACKS.~~

~~—(a) No change to parcel boundaries or land use:~~

~~—(1) Upon filing a request for a building permit that does not involve changing of any parcel boundaries or changes in land use, the applicant will check for indicators of wetlands on the National Wetlands Inventory maps and Ohio Wetlands Inventory map and the Cuyahoga County Wetlands Inventory in the Cuyahoga River Watershed map (if applicable). A photocopy of the applicable section of each map will be attached to the permit application.~~

~~—(2) If a potential wetland is shown on any of the maps or if there is reason for the City to believe that an unmapped wetland exists on or within 120 feet of the project site the applicant will retain a qualified wetland professional to evaluate the proposed project site for wetlands or wetland buffer areas. If no wetland or wetland buffer areas are found, the applicant shall submit a letter from the qualified wetland professional with the preliminary plat or permit application verifying their negative findings.~~

~~—(b) New Residential or Commercial or Other Type Development and Projects Involving a Change to Parcel Boundaries or a Land Use Change. Upon filing a request for approval of a preliminary plat or building permit for new residential, commercial or other type of development that involves changes in any parcel boundaries or changes in land use, the applicant or their designated representative shall retain a qualified wetland professional to survey the proposed development site for wetlands. If no wetlands are found, the applicant or their designated representative shall submit a letter with the preliminary plat or permit application verifying that a qualified wetland professional has surveyed the site and found no wetlands. If wetlands are found, the following procedures shall be followed:~~

~~—(1) A qualified wetland professional, acceptable to the City Engineer, shall determine the presence of Ohio EPA Category 2 or 3 wetlands (or current equivalent Ohio EPA classification) on the proposed development site using the latest version of the Ohio Rapid Assessment Method for wetland evaluation approved at the time of application of this regulation. Acceptance of this determination shall be subject to approval by the City Engineer.~~

~~—(2) If Ohio EPA Category 2 or 3 wetlands (or current equivalent Ohio EPA classification) are located on the proposed development site, the applicant or their designated representative shall delineate these wetlands and the wetland setback in conformance with these regulations. The applicant or their designated representative shall identify all delineated wetlands and their associated setbacks on all property/parcel split plans, land development plans, and/or permit applications submitted to the City.~~

~~—A. Wetlands shall be delineated by a site survey, approved by the City, using delineation protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the~~

time of application of this regulation. If conflict exists between the delineation protocols of these two agencies, the delineation protocol that results in the most inclusive area of wetland shall apply.

~~— B. Wetland setbacks shall be delineated through a metes and bounds, or higher level, survey subject to approval by the City.~~

~~— (3) Prior to any soil or vegetation-disturbing activity, the applicant or their designated representative shall delineate wetland setbacks on the development site in such a way that they can be clearly viewed, and such delineation shall be maintained throughout construction.~~

~~— (4) No approvals or permits shall be issued by the City prior to delineation of wetland setbacks in conformance with this regulation.~~

~~— (c) Upon completion of an approved property/parcel split, commercial development or other land development or improvement, riparian and wetland setbacks shall be permanently recorded on the plat records for the City and shall be maintained as open space thereafter through a permanent conservation easement. A third party, not the landowner or permittee or the City, that is allowed by State law, shall be given the conservation easement. If no third party will accept the conservation easement, the City shall accept it and protect it in perpetuity.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.19 USES PERMITTED IN RIPARIAN AND WETLAND SETBACKS.~~

~~— (a) By-right Uses Without a Permit. Open space uses that are passive in character shall be permitted in riparian and wetland setbacks, including, but not limited to, those listed in these regulations. No use permitted under these regulations shall be construed as allowing public trespass on privately-held lands.~~

~~— (1) Recreational activity. Passive recreational uses, as permitted by Federal, State, and local laws, such as hiking, fishing, hunting, picnicking and similar uses.~~

~~— (2) Removal of damaged or diseased trees. Damaged or diseased trees may be removed.~~

~~— (3) Revegetation and/or reforestation. Riparian and wetland setbacks may be revegetated with non-invasive plant species.~~

~~— (4) Maintenance of lawns, gardens and landscaping. Lawns, gardens and landscaping, that existed at the time this chapter was passed may be maintained as long as they are not increased in size.~~

~~— (b) By-right Uses with a Permit.~~

~~— (1) Selective harvesting of timber. Selective harvesting of timber may be allowed upon presentation of a Forest Management and Harvest Plan prepared by a qualified forester and accepted by the City Engineer.~~

~~— A. Any landowner harvesting timber for sale shall post a one thousand dollar (\$1,000.00) performance guarantee with the City. This performance guarantee shall be in the form of a security bond, escrow account, certified check or cash, and it shall be held until completion of the timber harvesting operation.~~

~~— B. Due to the potential for felled logs and branches to damage downstream properties and/or to block ditches or otherwise exacerbate flooding, logs or branches resulting from permitted selective harvesting that are greater than six inches in diameter at the cut end shall be cut into sections no longer than six feet or removed from the 100-year floodplain.~~

Harvested trees or felled logs and branches that are part of a designed and approved Streambank Stabilization and Erosion Control Measure shall be allowed to remain in a designated watercourse.

~~— C. The Forest Management and Harvest Plan must:~~

~~— 1. Show that the site will be adequately stocked after the approved selective harvest. “Adequately stocked” shall be defined as the residual stocking level greater than the B-Level on the Allegheny Hardwood Stocking Guide produced by the United States Forest Service, or other United States Forest Service stocking guides as dictated by the forest City to be harvested.~~

~~— 2. Show that trees located less than 25 feet from the ordinary high water mark will not be impacted by the proposed harvesting.~~

~~— 3. Include a map of the site. This map shall specify the location of any skid and haul roads required for transporting harvested trees and firewood from riparian and wetland setbacks.~~

~~— 4. Include the method to be used to transport harvested trees from riparian and wetland setbacks.~~

~~— 5. Specify the erosion control best management practices that will be employed during and after the proposed harvest. These erosion control practices shall be in conformance with the Ohio Department of Natural Resources, Division of Forestry's BMPs for Erosion Control on Logging Jobs in Ohio.~~

~~— 6. Provide the U.S. Army Corps of Engineers and the Ohio EPA Wetland and Stream protection permit numbers and the associated permit requirements.~~

~~— (2) Streambank stabilization and erosion control measures. Streambank stabilization and erosion control measures may be allowed provided that such measures are ecologically compatible and substantially utilize natural materials and native plant species where practical. The streambank stabilization and erosion control measures shall only be undertaken upon approval of an Soil Erosion and Sediment Control Plan by the City~~

~~— (3) Crossings. Crossings of designated watercourses and through riparian setbacks by publicly and privately owned sewer and/or water lines and public and private utility transmission lines shall only be allowed upon approval of a Crossing Plan by the City Engineer. Such crossings shall minimize disturbance in riparian setbacks and shall mitigate any necessary disturbances. Erosive materials will not be used in making stream crossings. (Ord. 2005-10. Passed 5-9-05.)~~

~~1105.20 USES PROHIBITED IN RIPARIAN AND WETLAND SETBACKS.~~

~~— Any use not authorized under these regulations shall be prohibited in riparian and wetland setbacks. By way of example, the following uses are specifically prohibited. However, prohibited uses are not limited to those examples listed here.~~

~~— (a) Construction. There shall be no structures of any kind.~~

~~— (b) Dredging or Dumping. There shall be no drilling, filling, dredging, or dumping of soil, spoils, liquid, or solid materials, except for noncommercial composting of uncontaminated natural materials, and except as permitted under this section.~~

~~— (c) Roads or Driveways. There shall be no roads or driveways permitted in riparian and/or wetland setback area, except as permitted under this section. There shall be no roads or driveways or roads permitted in wetlands or watercourses without a permit issued by the U.S. Army Corps of Engineers and/or the Ohio EPA.~~

~~—(d) Motorized Vehicles. There shall be no use of motorized vehicles, except as permitted under this section.~~

~~—(e) Disturbance of Natural Vegetation. There shall be no disturbance, including mowing, of the natural vegetation, except for such conservation maintenance that the landowner deems necessary to control noxious weeds; for such plantings as are consistent with this regulation; for such disturbances as are approved under this section; and for the passive enjoyment, access and maintenance of landscaping or lawns existing at the time of passage of this regulation. Nothing in this regulation shall be construed as requiring a landowner to plant or undertake any other activities in riparian and wetland setbacks.~~

~~—(f) Parking Lots. There shall be no parking lots or other human-made impervious cover, except as permitted under this section.~~

~~—(g) New Surface and/or Subsurface Sewage Disposal or Treatment Areas. Riparian and wetland setbacks shall not be used for the disposal or treatment of sewage except in accordance with local County Board of Health regulations in effect at the time of application of this regulation.~~

~~—(h) Crossings. Crossings of designated riparian and wetland setbacks by publicly and privately owned sewer and/or water lines and small public and small private utility transmission lines without a permit issued by the U.S. Army Corps of Engineers and/or the Ohio EPA.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.21 NONCONFORMING STRUCTURES OR USES IN RIPARIAN AND WETLAND SETBACKS.~~

~~—(a) A nonconforming use within a riparian and wetland setback which is in existence at the time of passage of this regulation, and which is not otherwise permitted under these regulations, may be continued. However, the use shall not be changed or enlarged unless it is changed to a use permitted under these regulations.~~

~~—(b) A nonconforming structure within a riparian and wetland setback which is in existence at the time of passage of this regulation, and which is not otherwise permitted under these regulations, may be continued. However, the existing building footprint or roofline may not be expanded or enlarged in such a way that would move the structure closer to the stream or wetland.~~

~~—(c) A nonconforming structure or use or deteriorated structure within a riparian and wetland setback which is in existence at the time of passage of this regulation, and which is discontinued, terminated or abandoned for a period of six months or more, may not be revived, restored or re-established.~~

~~—(d) A nonconforming structure or use that is discontinued may be resumed any time within six months from such discontinuance but not thereafter. No change or resumption shall be permitted that is more detrimental to riparian and wetland setbacks, as measured against the intent and objectives of these regulations as determined by the City, than the existing or former nonconforming structure or use.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.22 VARIANCES WITHIN RIPARIAN AND WETLAND SETBACKS.~~

~~—(a) The City may grant a variance from this regulation as provided herein. In determining whether there is unnecessary hardship or practical difficulty such as to justify~~

the granting of a variance, the City shall consider the potential harm or reduction in riparian and/or wetland area functions that may be caused by a proposed structure or use.

~~—(b) In making a variance determination, the City shall consider the following:~~

~~—(1) Varying the front, rear and side yard setback before the riparian and wetland setbacks are varied.~~

~~—(2) Variances should not be granted for asphalt or concrete paving in the riparian and wetland setbacks in any situation where gravel or porous pavement (i.e., porous pavers and similar products) will do the job.~~

~~—(c) In making a variance determination, the City may consider the following:~~

~~—(1) A parcel existing at the time of passage of this chapter is made unbuildable.~~

~~—(2) The soil type natural vegetation of the parcel, as well as the percentage of the parcel that is in the 100-year floodplain. The criteria of the City's flood damage prevention regulations may be used as guidance when granting variances in the 100-year floodplain.~~

~~—(3) The extent to which the requested variance impairs the flood control, soil erosion control, sediment control, water quality protection or other functions of the riparian and/or wetland area. This determination shall be based on sufficient technical and scientific data.~~

~~—(4) The degree of hardship this regulation places on the landowner, and the availability of alternatives to the proposed activity.~~

~~—(5) Soil-disturbing activities permitted in a riparian and/or wetland setback through variances should be implemented in order to minimize clearing to the extent possible, and to include best management practices necessary to minimize soil erosion and maximize sediment control.~~

~~—(6) The presence of significant impervious cover or smooth vegetation, such as maintained lawns, in riparian setback areas compromises their benefits to the City.~~

~~—(7) A reduction in storm water infiltration into the soil in wetland areas will occur.~~

~~—(8) A requested above-ground fence does not increase the existing area of mowed grass or lawn.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.23 BOUNDARY INTERPRETATION AND APPEALS PROCEDURE.~~

~~—(a) When an applicant or their designated representative disputes the boundary of a riparian or wetland setback or the ordinary high water mark of a watercourse, the applicant or their designated representative shall submit documentation to the City which describes the boundary, the applicant's proposed boundary, and justification for the proposed boundary change.~~

~~—(b) The City shall evaluate this documentation and shall make a written determination within a reasonable period of time, not to exceed 60 days, a copy of which shall be submitted to the applicant. If, during this evaluation, the City requires further information, it may be required of the applicant. In the event that the City requests such additional information, the 60-day limit on the City's review shall be postponed until the applicant provides such information.~~

~~—(c) Any party aggrieved by any wetland or riparian setback determination under this regulation may appeal to the Board of Zoning Appeals.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.24 INSPECTION OF RIPARIAN AND WETLAND SETBACK.~~

~~—The delineation of riparian and/or wetland setbacks shall be inspected by the City, as follows:~~

~~—(a) The inspection shall be done prior to any soil-disturbing activities authorized by the City under a property/parcel split, land development plan, and/or building permit. The applicant or their designated representative shall provide the City with at least five working days notice prior to starting a soil-disturbing or land-clearing activities.~~

~~—(b) Prior to starting any of the activities authorized by the City under Section 1105.19, the applicant or their designated representative shall provide the City with at least five working days notice prior to starting such activities.~~

~~—(c) Any time evidence is brought to the attention of the City that uses or structures are occurring that may reasonably be expected to violate the provisions of these regulations. (Ord. 2005-10. Passed 5-9-05.)~~

~~1105.25 DISCLAIMER OF LIABILITY.~~

~~—Neither submission of a plan under the provisions herein, nor compliance with the provisions of these regulations shall relieve any person or entity from responsibility for damage to any person or property that is otherwise imposed by law.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.26 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY.~~

~~—(a) Where this chapter imposes a greater restriction upon land than is imposed or required by other City provisions of law, ordinance, contract or deed, the provisions of this chapter shall prevail.~~

~~—(b) If a court of competent jurisdiction declares any clause, section, or provision of these regulations invalid or unconstitutional, the validity of the remainder shall not be affected thereby.~~

~~—(c) These regulations shall not be construed as authorizing any person to maintain a private or public nuisance on their property. Compliance with the provisions of this regulation shall not be a defense in any action to abate such nuisance.~~

~~—(d) Failure of the City to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the City, its officers, employees or agents being responsible for any condition or damage resulting therefrom.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.27 VIOLATIONS.~~

~~—No person shall violate or cause, or knowingly permit to be violated, any of the provisions of these regulations, or fail to comply with any such provisions or with any lawful requirements of any public authority made pursuant to these regulations, or knowingly use or cause or permit the use of any lands in violation of these regulations or in violation of any permit granted under these regulations.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

~~1105.99 PENALTIES.~~

~~—(a) Whoever violates or fails to comply with any provision of this regulation is guilty of a~~

~~misdemeanor of the first degree and shall be fined no more than one thousand dollars (\$1,000.00) or imprisoned for no more than 18) days, or both, for each offense.~~

~~—(b) A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.~~

~~—(c) Upon notice from the City Engineer, or designated representative, that work is being performed contrary to this regulation, such work shall immediately stop. Such notice shall be in writing and shall be given to the owner or person responsible for the development area, or person performing the work, and shall state the conditions under which such work may be resumed; provided, however, in instances where immediate action is deemed necessary for public safety or the public interest, the City Engineer may require that work be stopped upon verbal order pending issuance of the written order.~~

~~—(d) The imposition of any other penalties provided herein shall not preclude the City, by or through its Law Director and/or any of their assistants, from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful development or to restrain, correct or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, ordinances, rules or regulations or the orders of the City Engineer.~~

~~(Ord. 2005-10. Passed 5-9-05.)~~

ORDINANCE NO. 2023 - 78

**AN ORDINANCE ESTABLISHING AND ENACTING CHAPTER 1106 OF THE
CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED,
“COMPREHENSIVE STORMWATER MANAGEMENT” TO PROVIDE FOR A NEW
CHAPTER OF THE PLANNING AND ZONING CODE**

WHEREAS, flooding is a significant threat to property and public health and safety and stormwater management lessens flood damage by reducing and holding runoff and releasing it slowly; and

WHEREAS, streambank erosion is a significant threat to property and public health and safety and stormwater management slows runoff and reduces its erosive force; and

WHEREAS, insufficient control of stormwater can result in significant damage to receiving water resources, impairing the capacity of these areas to sustain aquatic systems and their associated aquatic life use designations; and

WHEREAS, land development projects and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition; and

WHEREAS, stormwater runoff contributes to increased quantities of pollutants to water resources; and

WHEREAS, stormwater runoff, stream channel erosion, and nonpoint source pollution can be controlled and minimized through the regulation of runoff from land development projects; and

WHEREAS, there are watershed-wide efforts to reduce flooding, erosion, and water quality problems in the Big Creek and Rocky River and to protect and enhance the water resources of the Big Creek and Rocky River; and

WHEREAS, the City of Parma Heights finds that the lands and waters within its borders are finite natural resources and that their quality is of primary importance in promoting and maintaining public health and safety within its borders; and

WHEREAS, the City of Parma Heights desires to establish standards, principles, and procedures for the regulation of soil disturbing activities that may increase flooding and erosion and may cause adverse impacts to water resources, resulting from stormwater runoff; and,

WHEREAS, the City of Parma Heights is an active partner of the Big Creek Watershed Balanced Growth Partnership watershed organization and recognizes its obligation as a supporter of this organization to manage stormwater within its borders; and

WHEREAS, 40 C.F.R. Parts 122, 123, and 124, and Ohio Administrative Code 3745-39 require designated communities, including the City of Parma Heights to develop a Stormwater Management Program that, among other components, requires the City of Parma Heights to

implement standards, principles, and procedures to regulate the quality of stormwater runoff during and after soil disturbing activities; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the legal authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary, and other similar regulations, as are not in conflict with general laws.

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

Section 1: That this Council does hereby establish and enact Chapter 1106, entitled, “Comprehensive Stormwater Management” of the Planning and Zoning Code, which reads in its entirety as set forth in Exhibit “A”, which is attached hereto and incorporated by reference as if fully rewritten herein.

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

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

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 1106 COMPREHENSIVE STORMWATER MANAGEMENT

1106.01 PURPOSE AND SCOPE

- (a) The purpose of this regulation is to establish technically feasible and economically reasonable stormwater management standards to achieve a level of stormwater quality and quantity control that will minimize damage to property and degradation of water resources and will promote and maintain the health, safety, and welfare of the citizens of the City of Parma Heights:
- (b) This regulation requires owners who develop or re-develop their property within the City of Parma Heights to:
 - (1) Control stormwater runoff from their property and ensure that all Stormwater Control Measures (SCMs) are properly designed, constructed, and maintained.
 - (2) Reduce water quality impacts to receiving water resources that may be caused by new development or redevelopment activities.
 - (3) Control the volume, rate, and quality of stormwater runoff originating from their property so that surface water and groundwater are protected and flooding and erosion potential are not increased.
 - (4) Minimize the need to construct, repair, and replace subsurface storm drain systems.
 - (5) Preserve natural infiltration and groundwater recharge, and maintain subsurface flow that replenishes water resources, except in slippage prone soils.
 - (6) Incorporate stormwater quality and quantity controls into site planning and design at the earliest possible stage in the development process.
 - (7) Reduce the expense of remedial projects needed to address problems caused by inadequate stormwater management.
 - (8) Maximize use of SCMs that serve multiple purposes including, but not limited to, flood control, erosion control, fire protection, water quality protection, recreation, and habitat preservation.

- (9) Design sites to minimize the number of stream crossings and the width of associated disturbance in order to minimize the City of Parma Heights's future expenses related to the maintenance and repair of stream crossings.
- (10) Maintain, promote, and re-establish conditions necessary for naturally occurring stream processes that assimilate pollutants, attenuate flood flows, and provide a healthy water resource.
- (c) This regulation shall apply to all parcels used or being developed, either wholly or partially, for new or relocated projects involving highways and roads; subdivisions or larger common plans of development; industrial, commercial, institutional, or residential projects; building activities on farms; redevelopment activities; grading; and all other uses that are not specifically exempted in Section 1106.01.
- (d) Public entities, including the State of Ohio, Cuyahoga County, and the City of Parma Heights shall comply with this regulation for linear projects within public rights-of way (e.g. roadway and sidewalk projects).
- (e) This regulation does not require a Comprehensive Stormwater Management Plan for linear construction projects, such as pipeline or utility line installation, that do not result in the installation of impervious surface as determined by the City Engineer or Ohio EPA. Such projects must be designed to minimize the number of stream crossings and the width of disturbance. Linear construction projects must comply with the requirements of Chapter 1105 Erosion and Sediment Control.

1106.02 DEFINITIONS

The definitions contained in Ohio Environmental Protection Agency ("Ohio EPA")'s Construction General Permit entitled "Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System" and Ohio EPA's Municipal Separate Storm Sewer (MS4) Permit entitled "Authorization for Small Municipal Separate Storm Sewer Systems to Discharge Stormwater Under the National Pollutant Discharge Elimination System" in effect at the time a permit is applied for under this chapter shall apply to this chapter and the following definitions shall also apply:

- (a) ACRE: A measurement of area equaling 43,560 square feet.
- (b) AS-BUILT SURVEY: A survey shown on a plan or drawing prepared by a registered Professional Surveyor indicating the actual dimensions, elevations, and locations of any structures, underground utilities, swales, detention facilities, and sewage treatment facilities after construction has been completed.
- (c) COMMUNITY: The City of Parma Heights, its designated representatives, boards, or

commissions.

- (d) **COMPREHENSIVE STORMWATER MANAGEMENT PLAN:** The written document and plans meeting the requirements of this regulation that sets forth the plans, practices, and SCMs to minimize stormwater runoff from a development area, to safely convey or temporarily store and release post-development runoff at an allowable rate to minimize flooding and stream bank erosion, and to protect or improve stormwater quality and stream channels.
- (e) **CONSTRUCTION GENERAL PERMIT:** The most recent General National Pollutant Discharge Elimination System (NPDES) permit for authorization of storm water discharges associated with construction activities issued by Ohio EPA (Ohio EPA Permit #OHC000005 and its successors).
- (f) **CRITICAL STORM:** A storm that is determined by calculating the percentage increase in volume of runoff by a proposed development area for the 1-year 24-hour event. The critical storm is used to calculate the maximum allowable stormwater discharge rate from a developed site.
- (g) **DEVELOPMENT AREA:** A parcel or contiguous parcels owned by one person or persons, or operated as one development unit, and used or being developed for commercial, industrial, residential, institutional, or other construction or alteration that changes runoff characteristics.
- (h) **DEVELOPMENT DRAINAGE AREA:** A combination of each hydraulically unique watershed with individual outlet points on the development area.
- (i) **DISTURBED AREA:** An area of land subject to erosion due to the removal of vegetative cover and/or soil disturbing activities.
- (j) **DRAINAGE:** The removal of excess surface water or groundwater from land by surface or subsurface drains.
- (k) **EROSION:** The process by which the land surface is worn away by the action of wind, water, ice, gravity, or any combination of those forces
- (l) **GRADING:** The process in which the topography of the land is altered to a new slope.
- (m) **IMPERVIOUS COVER:** Any surface that cannot effectively absorb or infiltrate water. This may include roads, streets, parking lots, rooftops, sidewalks, and other areas not covered by vegetation.
- (n) **MAXIMUM EXTENT PRACTICABLE:** The level of pollutant reduction that operators of small municipal separate storm sewer systems regulated under 40 C.F.R. Parts 9,

122, 123, and 124, referred to as NPDES Stormwater Phase II, must meet.

- (o) **POST-DEVELOPMENT:** The conditions that exist following the completion of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.
- (p) **PRE-CONSTRUCTION MEETING:** Meeting prior to construction between all parties associated with the construction of the project including government agencies, contractors, and owners to review agency requirements and plans as submitted and approved.
- (q) **PRE-DEVELOPMENT:** The conditions that exist prior to the initiation of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.
- (r) **PROFESSIONAL ENGINEER:** A Professional Engineer registered in the State of Ohio with specific education and experience in water resources engineering, acting in conformance with the Code of Ethics of the Ohio State Board of Registration for Engineers and Surveyors.
- (s) **RUNOFF:** The portion of rainfall, melted snow, or irrigation water that flows across the ground surface and is eventually returned to water resources.
- (t) **SEDIMENT:** The soils or other surface materials that can be transported or deposited by the action of wind, water, ice, or gravity as a product of erosion.
- (u) **SITE OWNER:** Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof that is responsible for the overall construction site.
- (v) **SOIL DISTURBING ACTIVITY:** Clearing, grading, excavating, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed that may result in, or contribute to, increased stormwater quantity and/or decreased stormwater quality.
- (w) **STORMWATER CONTROL MEASURE (SCM):** A structure or area designed to remove pollutants from stormwater and/or reduce stormwater flow rates. SCMs are a subset of Best Management Practices (BMPs) as defined in the Construction General Permit.
- (x) **WATER RESOURCE:** Any stream, lake, reservoir, pond, marsh, wetland, or waterway situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in Section

6111.01 of the Ohio Revised Code are not included

- (y) WATER RESOURCE CROSSING: Any bridge, box, arch, culvert, truss, or other type of structure intended to convey people, animals, vehicles, or materials from one side of a watercourse to another. This does not include private, non-commercial footbridges or pole mounted aerial electric or telecommunication lines, nor does it include below grade utility lines.
- (z) WATERSHED: The total drainage area contributing stormwater runoff to a single point.
- (aa) WETLAND: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas (40 CFR 232, as amended).

1106.03 DISCLAIMER OF LIABILITY

- (a) Compliance with the provisions of this regulation shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this regulation are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or any particular parcel of property.
- (b) By approving a Comprehensive Stormwater Management Plan under this regulation, the City of Parma Heights does not accept responsibility for the design, installation, and operation and maintenance of SCMs.

1106.04 CONFLICTS, SEVERABILITY, NUISANCES & RESPONSIBILITY

- (a) Where this regulation is in conflict with other provisions of law or ordinance or requirements in the Construction General Permit, the most restrictive provisions, as determined by the City Engineer, shall prevail.
- (b) If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.
- (c) This regulation shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of this regulation shall not be a defense in any action to abate such a nuisance.
- (d) Failure of the City of Parma Heights to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner

from the responsibility for the condition or damage resulting therefrom, and shall not result in the City of Parma Heights, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

1106.05 DEVELOPMENT OF COMPREHENSIVE STORMWATER MANAGEMENT PLANS

- (a) This regulation requires that a Comprehensive Stormwater Management Plan be developed and implemented for all soil disturbing activities disturbing one (1) or more acres of total land, or less than one (1) acre if part of a larger common plan of development or sale disturbing one (1) or more acres of total land, and on which any regulated activity of Section 1106.01(c) is proposed. A Comprehensive Stormwater Management Plan must be developed and implemented for all commercial and industrial site development disturbing more than two-tenths (0.2) of an acre. The City Engineer may require a Comprehensive Stormwater Management Plan for any soil disturbing activity.
- (b) The City of Parma Heights shall administer this regulation, shall be responsible for determination of compliance with this regulation, and shall issue notices and orders as may be necessary. The City of Parma Heights may consult with the Cuyahoga SWCD, state agencies, private engineers, stormwater districts, or other technical experts in reviewing the Comprehensive Stormwater Management Plan.

1106.06 APPLICATION PROCEDURES

- (a) Pre-Application Meeting: The applicant shall attend a Pre-Application Meeting with the City Engineer to discuss the proposed project, review the requirements of this regulation, identify unique aspects of the project that must be addressed during the review process, and establish a preliminary review and approval schedule.
- (b) Preliminary Comprehensive Stormwater Management Plan: The applicant shall submit two (2) sets of a Preliminary Comprehensive Stormwater Management and the applicable fees to the City Engineer. The Preliminary Plan shall show the proposed property boundaries, setbacks, dedicated open space, public roads, water resources, SCMs, and easements in sufficient detail and engineering analysis to allow the City Engineer to determine if the site is laid out in a manner that meets the intent of this regulation and if the proposed SCMs are capable of controlling runoff from the site in compliance with this regulation. The applicant shall submit two (2) sets of the Preliminary Plan and applicable fees as follows:
 - (1) For subdivisions: In conjunction with the submission of the preliminary subdivision plan.
 - (2) For other construction projects where the development or redevelopment plan will result in the installation of impervious area, artificial turf or permeable pavement

systems: In conjunction with the application for a building permit.

- (c) Final Comprehensive Stormwater Management Plan: The applicant shall submit two (2) sets of a Final Comprehensive Stormwater Management Plan and the applicable fees to the City Engineer in conjunction with the submittal of the final plat, improvement plans, or application for a building or zoning permit for the site. Final Comprehensive Stormwater Management Plans shall meet the requirements of Section 1106.08 and shall be approved by the City Engineer prior to approval of the final plat and/or before issuance of a building permit by the Building Department.
- (d) Review and Comment: The City Engineer shall review the Preliminary and Final Plans submitted and shall approve or return for revisions with comments and recommendations for revisions. A Preliminary or Final Plan rejected because of deficiencies shall receive a narrative report stating specific problems and the procedures for filing a revised Preliminary or Final Plan.
- (e) Approval Necessary: The Building Commissioner shall not issue a building permit without an approved Comprehensive Stormwater Management Plan.
- (f) Valid for Two Years: Approvals issued in accordance with this regulation shall remain valid for two (2) years from the date of approval or as stipulated in the Construction General Permit.

1106.07 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

Approvals issued in accordance with this regulation do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from other federal, state, and/or county agencies. If requirements vary, the most restrictive shall prevail. These permits may include, but are not limited to, those listed below. Applicants are required to show proof of compliance with these regulations before the City of Parma Heights will issue a building or zoning permit.

- (a) Ohio Environmental Protection Agency (Ohio EPA) National Pollutant Discharge Elimination System (NPDES) Permits authorizing stormwater discharges associated with construction activity or the most current version thereof: Proof of compliance with these requirements shall be the applicant's Notice of Intent (NOI), a copy of the Ohio EPA Director's Authorization Letter with NPDES Facility Permit number for the NPDES Permit, or a letter from the site owner certifying and explaining why the NPDES Permit is not applicable.
- (b) Section 401 of the Clean Water Act: Proof of compliance shall be a copy of the Ohio EPA Water Quality Certification application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 401 of the Clean Water Act is not

applicable. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this regulation.

- (c) Ohio EPA Isolated Wetland or Ephemeral Stream Permit: Proof of compliance shall be a copy of Ohio EPA's Isolated Wetland Permit or Ephemeral Stream Permit application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Ohio EPA's Isolated Wetlands Permit or Ephemeral Stream Permit is not applicable. Isolated wetlands shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this regulation.
- (d) Section 404 of the Clean Water Act: Proof of compliance shall be a copy of the U.S. Army Corps of Engineers Individual Permit application, public notice, or project approval, if an Individual Permit is required for the development project. If an Individual Permit is not required, the site owner shall submit proof of compliance with the U.S. Army Corps of Engineer's Nationwide Permit Program. This shall include one of the following:
 - (1) A letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 404 of the Clean Water Act is not applicable.
 - (2) A site plan showing that any proposed fill of waters of the United States conforms to the general and special conditions specified in the applicable Nationwide Permit. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this regulation.
- (e) Ohio Dam Safety Law: Proof of compliance shall be a copy of the ODNR Division of Water Resources permit application tracking number, a copy of the project approval letter from the ODNR Division of Water Resources, or a letter from the site owner certifying and explaining why the Ohio Dam Safety Law is not applicable.

1106.08 COMPREHENSIVE STORMWATER MANAGEMENT PLAN

Comprehensive Stormwater Management Plan Required: The applicant shall develop a Comprehensive Stormwater Management Plan describing how the quantity and quality of stormwater will be managed after construction is completed for every discharge from the site and/or into a water resource or small municipal separate storm sewer system (MS4). Comprehensive Stormwater Management Plans must meet the requirements in the Construction General Permit and these regulations.

- (a) Preparation by Professional Engineer: The Comprehensive Stormwater Management Plan shall be prepared by a registered Professional Engineer and include supporting calculations, plan sheets, and design details. To the extent necessary, as determined by the City Engineer, a site survey shall be performed by

a registered Professional Surveyor to establish boundary lines, measurements, or land surfaces.

- (b) Community Procedures: The City Engineer shall prepare and maintain procedures providing specific criteria and guidance to be followed when designing the stormwater management system for the site. These procedures may be updated from time to time, at the discretion of the City Engineer based on improvements in engineering, science, monitoring, and local maintenance experience. The City Engineer shall make the final determination of whether SCMs proposed in the Comprehensive Stormwater Management Plan meet the requirements of this regulation.
- (c) Contents of Comprehensive Stormwater Management Plan: The Comprehensive Stormwater Management Plan must contain all elements and meet all requirements specified in the Construction General Permit. It shall also meet the following requirements.
 - (1) Location information: The application shall note the phase, if applicable, of the overall development plan and list subplot numbers if project is a subdivision.
 - (2) Site maps and SCM design plans: It is preferred that all SCMs and the entire site be shown on one plan sheet to allow a complete view of the site during plan review. If a smaller scale is used to accomplish this, separate sheets providing an enlarged view of areas on individual sheets should also be provided. Existing and proposed drainage patterns and any relevant offsite SCMs should be depicted. For each SCM, include the following:
 - A. An individual identification number
 - B. Location and size
 - C. Final site conditions and detail drawings of stormwater inlets and permanent SCMs. Details of SCMs shall be drawn to scale and shall show relevant volumes, elevations and sizes of contributing drainage areas
 - D. A completed Ohio EPA WQv Calculator Spreadsheet and/or Runoff Reduction Spreadsheet or other equivalent compliance tools provided by Ohio EPA
 - E. Any supplemental information requested by the City Engineer
 - (3) Required Calculations: The applicant shall submit calculations for projected stormwater runoff flows, volumes, and timing into and through all SCMs for flood control, channel protection, water quality, and the condition of the habitat, stability, and incision of each water resource and its floodplain. These submittals shall be completed for both pre- and post-development land use conditions and shall include the underlying assumptions and hydrologic and hydraulic methods and parameters used for these calculations. The applicant shall also include critical storm determination and demonstrate that the runoff from offsite areas have been

considered in the calculations. For each SCM, identify the drainage area and size in acres, percent impervious cover within the drainage area, volumetric runoff coefficient, peak discharge, and the time of concentration for each subwatershed. Pervious and impervious areas should be treated as separate subwatersheds unless allowed at the discretion of the City Engineer. Identify the SCM surface area, discharge and dewatering time, outlet type and dimensions.

- (4) Inspection and Maintenance Agreement. The Inspection and Maintenance Agreement required for SCMs under this regulation is a stand-alone document between the City of Parma Heights and the applicant. This agreement shall be recorded with the County.
- (5) Inspection and Maintenance Plan. This plan will meet the requirements of the Construction General Permit and will be developed by the applicant and reviewed by the City Engineer. Maintenance requirements of each SCM during and after construction should be included. Once the Inspection and Maintenance Plan is approved, a recorded copy of the Plan must be provided to the property owner or association that will be responsible for long-term operation and maintenance of the BMP and submitted to the City Engineer as part of the final inspection approval as described in 1106.12.

1106.09 PERFORMANCE STANDARDS

- (a) General: The stormwater system, including SCMs for storage, treatment and control, and conveyance facilities, shall be designed to prevent structure flooding during the 100-year, 24-hour storm event; to maintain predevelopment runoff patterns, flows, and volumes; to meet the requirements of the Construction General Permit; and to meet the following criteria:
 - (1) Integrated SCMs that address degradation of water resources. The SCMs shall function as an integrated system that controls flooding and minimizes the degradation of the water resources receiving stormwater discharges from the site. Acceptable SCMs shall:
 - A. Not disturb riparian areas, unless the disturbance is intended to support a watercourse restoration project and complies with Chapter 1107.
 - B. Maintain predevelopment hydrology and groundwater recharge on as much of the site as practicable. Where feasible, bioretention, permeable pavement with infiltration, underground storage with infiltration, infiltration trenches, infiltration basins, and/or rainwater harvesting must be the water quality SCMs used. Separate SCMs may be used for peak discharge control and water quality treatment.
 - C. Only install new impervious surfaces and compact soils where necessary to support the future land use.

- D. Compensate for increased runoff volumes caused by new impervious surfaces and soil compaction by reducing stormwater peak flows to less than predevelopment levels.
 - E. Be designed according to the methodology included in the most current edition of Rainwater and Land Development or another design manual acceptable for use by the City of Parma Heights and Ohio EPA.
- (2) Practices designed for final use: SCMs shall be designed to achieve the stormwater management objectives of this regulation, to be compatible with the proposed post-construction use of the site, to protect the public health, safety, and welfare, and to function safely with routine maintenance.
- (3) Stormwater management for all lots: Areas developed for a subdivision, as defined in Chapter 1103 - Subdivision Regulations, shall provide stormwater management and water quality controls for the development of all subdivided lots. This shall include provisions for lot grading and drainage that prevent structure flooding during the 100-year, 24-hour storm; and maintain, to the extent practicable, the pre-development runoff patterns, volumes, and peaks from each lot.
- (4) Stormwater facilities in water resources: SCMs and related activities shall not be constructed in water resources unless the applicant shows proof of compliance with all appropriate permits from the Ohio EPA, the U.S. Army Corps, and other applicable federal, state, and local agencies as required in Section 1106.07 of this regulation, and the activity is in compliance with Chapter 1105 Erosion and Sediment Control, Chapter 1107 Riparian Setbacks, and Chapter 1108 Wetland Setbacks, all as determined by the City Engineer.
- (5) Stormwater ponds and surface conveyance channels: All stormwater pond and surface conveyance designs must provide a minimum of two (2) foot freeboard above the projected peak stage within the facility during the 100-year, 24-hour storm. When designing stormwater ponds and conveyance channels, the applicant shall consider public safety as a design factor and alternative designs must be implemented where site limitations would preclude a safe design.
- (6) Exemption: The site where soil-disturbing activities are conducted shall be exempt from the requirements of Section 1106.09 if it can be shown to the satisfaction of the City Engineer that the site is part of a larger common plan of development where the stormwater management requirements for the site are provided by an existing SCM, or if the stormwater management requirements for the site are provided by SCMs defined in a regional or local stormwater management plan approved by the City Engineer.
- (7) Maintenance: All SCMs shall be maintained in accordance with the Inspection and

Maintenance Plan and Agreements approved by the City Engineer.

- (8) Ownership: Unless otherwise required by the City of Parma Heights, SCMs serving multiple lots in subdivisions shall be on a separate lot held and maintained by an entity of common ownership or, if compensated by the property owners, by the City of Parma Heights. SCMs serving single lots shall be placed on these lots, protected within an easement, and maintained by the property owner.
 - (9) Preservation of Existing Natural Drainage: Practices that preserve the existing natural drainage shall be used to the maximum extent practicable. Such practices may include minimizing site grading and compaction; protecting and/or restoring water resources, riparian areas, and existing vegetation and vegetative buffer strips; phasing of construction operations in order to minimize the amount of disturbed land at any one time, and designation of tree preservation areas or other protective clearing and grubbing practices; and maintaining unconcentrated stormwater runoff to and through these areas.
 - (10) Post-Construction Soil Restoration: Except for areas that will be covered by impervious surface or have been incorporated into an SCM, the soil moisture-holding capacity of areas that have been cleared and graded must be restored to that of the original, undisturbed soil to the maximum extent practicable. Areas that have been compacted or had the topsoil or duff layer removed should be amended using the soil profile restoration design criteria in Rainwater and Land Development.
- (b) Stormwater Conveyance Design Criteria: All SCMs shall be designed to convey stormwater to allow for the maximum removal of pollutants and reduction in flow velocities. This shall include but not be limited to:
- (1) Surface water protection: The City Engineer may allow modification to streams, rivers, lakes, wetlands or other surface waters only if the applicant shows proof of compliance with all appropriate permits from the Ohio EPA, the U.S. Army Corps, and other applicable federal, state, and local agencies as required in Section 1106.07 of this regulation, and the activity is in compliance with Chapter 1105 Erosion and Sediment Control, Chapter 1107 Riparian Setbacks, and Chapter 1108 Wetland Setbacks, all as determined by the City Engineer. At a minimum, stream relocation designs must show how the project will minimize changes to the vertical stability, floodplain form, channel form, and habitat of upstream and downstream channels on and off the property.
 - (2) Off-site stormwater discharges: Off-site stormwater runoff that discharges to or across the applicant's development site shall be conveyed through the stormwater conveyance system planned for the development site at its existing peak flow rates during each design storm. Off-site flows shall be diverted around stormwater quality control facilities, or the stormwater quality control facility shall be sized to treat the off-site flow. Comprehensive Stormwater Management Plans will not be approved until it is demonstrated to the satisfaction of the City Engineer that off-site runoff

will be adequately conveyed through the development site in a manner that does not exacerbate upstream or downstream flooding and erosion.

- (3) Sheet flow: The site shall be graded in a manner that maintains sheet flow over as large an area as possible. The maximum area of sheet flow shall be determined based on the slope, the uniformity of site grading, and the use of easements or other legally binding mechanisms that prohibit re-grading and/or the placement of structures within sheet flow areas. The sheet flow length shall not exceed 75 feet from impervious area or 150 feet from pervious areas. Flow shall be directed into an open channel, storm sewer, or other SCMs from areas too long and/or too large to maintain sheet flow, all as determined by the City Engineer.
- (4) Open channels: Unless otherwise allowed by the City Engineer, drainage tributary to SCMs shall be provided by an open channel with vegetated banks and designed to carry the 10-year, 24-hour stormwater runoff from upstream contributory areas.
- (5) Open drainage systems: Open drainage systems shall be preferred on all new development sites to convey stormwater where feasible. Storm sewer systems shall be allowed only when the site cannot be developed at densities allowed under City of Parma Heights zoning or where the use of an open drainage system affects public health or safety, all as determined by the City Engineer. The following criteria shall be used to design storm sewer systems when necessary:
 - A. Storm sewers capacity and hydraulic grade line shall be designed in accordance with the current version of UNIFORM STANDARDS FOR SEWARGE IMPROVEMENTS unless otherwise approved by the City Engineer.
 - B. The minimum inside diameter of pipe to be used in public storm sewer systems is 12 inches. Smaller pipe sizes may be used in private systems, subject to the approval of the City Engineer.
 - C. All storm sewer systems shall be designed taking into consideration the tailwater of the receiving facility or water resource. The tailwater elevation used shall be based on the design storm frequency. The hydraulic grade line for the storm sewer system shall be computed with consideration for the energy losses associated with entrance into and exit from the system, friction through the system, and turbulence in the individual manholes, catch basins, and junctions within the system.
 - D. The inverts of all curb inlets, manholes, yard inlets, and other structures shall be formed and channelized to minimize the incidence of quiescent standing water where mosquitoes may breed.
 - E. Headwalls shall be required at all storm sewer inlets or outlets to and from open channels or lakes.

(6) Water Resource Crossings. The following criteria shall be used to design structures that cross a water resource in the City of Parma Heights:

- A. Water resource crossings other than bridges shall be designed to convey the stream's flow for the minimum 25-year, 24-hour storm.
- B. Bridges, open bottom arch or spans are the preferred crossing technique and shall be considered in the planning phase of the development. Bridges and open spans should be considered for all State Scenic Rivers, cold-water habitat, exceptional warmwater habitat, seasonal salmonid habitat streams, and Class III headwater streams. The footers or piers for these bridges and open spans shall not be constructed below the ordinary high-water mark.
- C. If a culvert or other closed bottom crossing is used, twenty-five (25) percent of the cross-sectional area or a minimum of 1 foot of box culverts and pipe arches must be embedded below the channel bed. The conduit or conveyance must be sized to carry the 25-year storm under these conditions.
- D. The minimum inside diameter of pipes to be used for crossings shall be 12 inches.
- E. The maximum slope allowable shall be a slope that produces a 10-fps velocity within the culvert barrel under design flow conditions. Erosion protection and/or energy dissipaters shall be required to properly control entrance and outlet velocities.
- F. All culvert installations shall be designed with consideration for the tailwater of the receiving facility or water resource. The tailwater elevation used shall be based on the design storm frequency.
- G. Headwalls shall be required at all culvert inlets or outlets to and from open channels or lakes.
- H. Streams with a drainage area of 5 square miles or larger shall incorporate floodplain culverts at the bankfull elevation to restrict head loss differences across the crossing so as to cause no rise in the 100-year storm event.
- I. Bridges shall be designed such that the hydraulic profile through a bridge shall be below the bottom chord of the bridge for either the 100-year, 24-hour storm, or the 100-year flood elevation as determined by FEMA, whichever is more restrictive.

(7) Overland flooding: Overland flood routing paths shall be used to convey stormwater runoff from the 100-year, 24-hour storm event to an adequate receiving water resource or SCM such that the runoff is contained within the drainage easement for

the flood routing path and does not cause flooding of buildings or related structures. The peak 100-year water surface elevation along flood routing paths shall be at least two feet below the finished grade elevation of all structures. When designing the flood routing paths, the conveyance capacity of the site's storm sewers shall be taken into consideration.

(8) Compensatory flood storage mitigation: In order to preserve floodplain storage volumes and thereby avoid increases in water surface elevations, any filling within floodplains approved by the City of Parma Heights must be compensated by providing an equivalent storage volume. First consideration for the location(s) of compensatory floodplain volumes should be given to areas where the stream channel will have immediate access to the new floodplain within the limits of the development site. Consideration will also be given to enlarging existing or proposed retention basins to compensate for floodplain fill if justified by a hydraulic analysis of the contributing watershed. Unless otherwise permitted by the City of Parma Heights, reductions in volume due to floodplain fills must be mitigated within the legal boundaries of the development. Embankment slopes used in compensatory storage areas must reasonably conform to the natural slopes adjacent to the disturbed area. The use of vertical retaining structures is specifically prohibited.

(9) Velocity dissipation: Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall to provide non-erosive flow velocity from the structure to a water resource so that the natural physical and biological characteristics and functions of the water resource are maintained and protected.

(c) Stormwater Quality Control: The site shall be designed to direct runoff to one or more SCMs that meet or exceed the criteria in the Construction General Permit.

(d) Stormwater Quantity Control: The Comprehensive Stormwater Management Plan shall describe how the proposed SCMs are designed to meet the following requirements for stormwater quantity control for each watershed in the development:

(1) The peak discharge rate of runoff from the Critical Storm and all more frequent storms occurring under post-development conditions shall not exceed the peak discharge rate of runoff from a 1-year, 24-hour storm occurring on the same development drainage area under pre-development conditions.

(2) Storms of less frequent occurrence (longer return periods) than the Critical Storm, up to the 100-year, 24-hour storm shall have peak runoff discharge rates no greater than the peak runoff rates from equivalent size storms under pre-development conditions. The 1, 2, 5, 10, 25, 50, and 100-year storms shall be considered in designing a facility to meet this requirement.

(3) The Critical Storm for each specific development drainage area shall be determined

as follows:

- A. Determine, using a curve number-based hydrologic method or other hydrologic method approved by the City Engineer, the total volume (acre-feet) of runoff from a 1-year, 24-hour storm occurring on the development drainage area before and after development. These calculations shall meet the following standards:
 1. Calculations shall include the lot coverage assumptions used for full build out as proposed.
 2. Calculations shall be based on the entire contributing watershed to the development area.
 3. Model pervious, directly connected impervious and disconnected impervious areas as separate subwatersheds.
 4. Drainage area maps shall include area, curve number, and time of concentrations. Time of concentration shall also show the flow path and the separation in flow type.
 5. Use the Precipitation-Frequency Atlas of the United States, NOAA Atlas 14, Vol 2(3) for rainfall depth data for stormwater design.
 6. Use the SCS Type II rainfall distribution for all design events with a recurrence interval greater than 1 year. Include lot coverage assumptions used for full build out of the proposed condition.
 7. Curve numbers for the pre-development condition shall reflect the average type of land use prior to any development and not only the current land use.
 - a. Pre-development Curve Numbers – For wooded or brushy areas, use listed values from TR-55 NRCS USDA Urban Hydrology for Small Watersheds, 1986 in good hydrologic condition. For meadows, use listed values. For all other areas (including all types of agriculture), use pasture, grassland, or range in good hydrologic condition.
 - b. Post-development Curve Numbers - Open space areas shall use post-construction hydrologic soil groups from *Rainwater and Land Development* unless the soil is amended using the soil profile restoration design criteria in *Rainwater and Land Development*. All undisturbed areas or open space with amended soils shall be treated as “open space in good condition.”

8. Time of Concentration - Use velocity-based methods from (TR-55 NRCS USDA Urban Hydrology in Small Watersheds, 1986) to estimate travel time (Tt) for overland (sheet) flow, shallow concentrated flow and channel flow.
 - a. Maximum sheet flow length is 100 ft.
 - b. Use the appropriate “unpaved” velocity equation for shallow concentrated flow from Soil Conservation Service National Engineer Handbook Section 4 – Hydrology (NEH-4).
 9. The volume reduction provided by runoff reduction SCMs may be subtracted from the post-development stormwater volume. Volume reductions for these SCMs may be demonstrated using methods outlined in Rainwater and Land Development or a hydrologic model acceptable to the City Engineer.
- B. To account for future post-construction improvements to the site, calculations shall assume an impervious surface such as asphalt or concrete for all parking areas and driveways except in instances of engineered permeable pavement systems. From the volume determined in Section 1106.09(D)(3)(a), determine the percent increase in volume of runoff due to development. Using the percentage, select the 24-hour Critical Storm from Table 3.

Table 3: 24-Hour Critical Storm

If the Percentage of Increase in Volume of Runoff is:		The Critical Storm will be:
Equal to or Greater Than:	and Less Than:	
----	10	1 year
10	20	2 year
20	50	5 year
50	100	10 year
100	250	25 year
250	500	50 year
500	---	100 year

For example, if the percent increase between the pre- and post-development runoff volume for a 1-year storm is 35%, the Critical Storm is a 5-year storm. The peak discharge rate of runoff for all storms up to this frequency shall be controlled so as not to exceed the peak discharge rate from the 1-year frequency storm under pre-development conditions in the development drainage area. The post-development runoff from all less frequent storms need only be controlled to meet pre-development peak discharge rates for each of those same storms.

- C. The minimum storage volume for the stormwater quantity control system shall be calculated following the requirements of subsections (d)(1) through (3) above. However, in no case shall the required storage volume be less than the total proposed hard surface area times two (2) inches unless approved by the City Engineer. Hard surface areas shall include roof areas, concrete areas, asphalt areas, brick areas, stone pavers, and other similar areas as determined by the City Engineer.
- D. An access manhole or inspection port as approved by the City Engineer shall be provided at each end of an underground storage facility for sufficient inspection, maintenance, and discovery of the system from the surface.

(e) Stormwater Management for Previously Developed Areas

- (1) SCMs on previously developed sites must meet the criteria in the Construction General Permit.

1106.10 ALTERNATIVE ACTIONS

- (a) When the City of Parma Heights determines that site constraints compromise the intent of this regulation, off-site alternatives may be used that result in an improvement of water quality and a reduction of stormwater quantity. Such alternatives shall meet the standards in the Construction General Permit and shall achieve the same level of stormwater quantity control that would be achieved by the on-site controls required under this regulation. The City Engineer may require proof of Ohio EPA review and approval for any alternative action proposed.

1106.11 EASEMENTS

Access to SCMs as required by the City Engineer for inspections and maintenance shall be secured by easements. The following conditions shall apply to all easements:

- (a) Easements shall be included in the Inspection and Maintenance Agreement submitted with the Comprehensive Stormwater Management Plan.

- (b) Easements shall be approved by the City of Parma Heights prior to approval of a final plat and shall be recorded with the Cuyahoga County Fiscal Office and on all property deeds.
- (c) Unless otherwise required by the City Engineer, access easements between a public right-of-way and all SCMs shall be no less than 25-feet wide. The easement shall also incorporate the entire SCM plus an additional 25-foot-wide band around the perimeter of the SCM.
- (d) The easement shall be graded and/or stabilized as necessary to allow maintenance equipment to access and manipulate around and within each facility, as defined in the Inspection and Maintenance Agreement for the site.
- (e) Easements to SCMs shall be restricted against the construction therein of buildings, fences, walls, and other structures that may obstruct the free flow of stormwater and the passage of inspectors and maintenance equipment; and against the changing of final grade from that described by the final grading plan approved by the City of Parma Heights. Any re-grading and/or obstruction placed within a maintenance easement may be removed by the City of Parma Heights at the property owners' expense.

1106.12 MAINTENANCE AND FINAL INSPECTION APPROVAL

To receive final inspection and acceptance of any project, or portion thereof, the following must be completed by the applicant and provided to the City Engineer:

- (a) Final stabilization must be achieved and all permanent SCMs must be installed and made functional, as determined by the City Engineer and per the approved Comprehensive Stormwater Management Plan.
- (b) An As-Built Certification, including As-Built Survey and Inspection, must be sealed, signed and dated by a Professional Engineer and a Professional Surveyor with a statement certifying that the SCMs, as designed and installed, meet the requirements of the Comprehensive Stormwater Management Plan approved by the City Engineer. In evaluating this certification, the City Engineer may require the submission of a new set of SCM calculations if he/she determines that the design was altered significantly from the approved Comprehensive Stormwater Management Plan. The As-Built Survey must provide the location, dimensions, and bearing of such SCMs and include the entity responsible for long-term maintenance as detailed in the Inspection and Maintenance Agreement.
- (c) A copy of the complete and recorded Inspection and Maintenance Plan and Inspection and Maintenance Agreement as specified in Section 1106.08 must be provided to the City Engineer.

1106.13 ON-GOING INSPECTIONS

- (a) The owner shall inspect SCMs regularly as described in the Inspection and Maintenance Plan and Inspection and Maintenance Agreement. The City of Parma Heights has the authority to enter upon the property to conduct inspections as necessary, with prior notification of the property owner, to verify that the SCMs are being maintained and operated in accordance with this regulation. Upon finding a malfunction or other need for maintenance or repair, the City of Parma Heights shall provide written notification to the responsible party, as detailed in the Inspection and Maintenance Agreement, of the need for maintenance. Upon notification, the responsible party shall have ten (10) working days, or other mutually agreed upon time, to make repairs or submit a plan with detailed action items and established timelines. Should repairs not be made within this time, or a plan approved by the City Engineer for these repairs not in place, the City of Parma Heights may undertake the necessary repairs and assess the responsible party.
- (b) At least one (1) inspection with a written inspection report shall be performed each year for all required SCMs, whether installed before or after adoption of this code. Inspections shall be performed by qualified personnel according to standards acceptable to the City Engineer. The written report shall be submitted to the City Engineer by May 1st of each and every year after the SCM is installed unless otherwise approved by the City Engineer in an Inspection and Maintenance Plan & Agreement.

1106.14 FEES

The Comprehensive Stormwater Management Plan review, filing, and inspection fee is part of a complete submittal and is required to be submitted to the City of Parma Heights before the review process begins. The City Engineer shall establish a fee schedule based upon the actual estimated cost for providing these services.

1106.15 BOND

- (a) If a Comprehensive Stormwater Management Plan is required by this regulation, soil-disturbing activities shall not be permitted until a cash bond of 10% of the total project cost, or other amount determined by the City Engineer, has been deposited with the City of Parma Heights Finance Department. This bond shall be posted for the City of Parma Heights to perform the obligations otherwise to be performed by the owner of the development area as stated in this regulation and to allow all work to be performed as needed in the event that the applicant fails to comply with the provisions of this regulation. The stormwater bond will be returned, less City of Parma Heights administrative fees as detailed in the City of Parma Heights Codified Ordinances, when the following three criteria are met:
 - (1) The site has been stabilized, temporary BMPs have been removed, and the sediment settling basin has been converted to or replaced with post-construction SCM(s) and

one of the following conditions are met:

- A. 100% of the total project has achieved permanent stabilization.
- B. Less than one (1) acre of lots remain unbuilt.
- C. No development activities have occurred for one (1) year.

(2) An As-Built Certification of all SCMs is approved by the City Engineer.

(3) An Inspection and Maintenance Plan has been approved by the City of Parma Heights and Inspection and Maintenance Agreement has been signed by the developer, the contractor, the City of Parma Heights, and the private owner or homeowners' association who will take long term responsibility for these SCMs, is accepted by the City Engineer.

- (b) Once these criteria are met, the applicant shall be reimbursed all bond monies that were not used for any part of the project. If all of these criteria are not met after three years of permanent stabilization of the site, the City of Parma Heights may use the bond monies to fix any outstanding issues with all stormwater management structures on the site and the remainder of the bond shall be given to the private lot owner/ homeowners association for the purpose of long-term maintenance of the project.

1106.16 INSTALLATION OF WATER QUALITY STORMWATER CONTROL MEASURES

The applicant may not direct runoff through any water quality structures or portions thereof that would be degraded by construction site sediment until the entire area tributary to the structure has reached final stabilization as determined by the City Engineer. This occurs after the completion of the final grade at the site, after all the utilities are installed, and the site is subsequently stabilized with vegetation or other appropriate methods. The developer must provide documentation acceptable to the City Engineer to demonstrate that the site is completely stabilized. Upon this proof of compliance, the water quality structure(s) may be completed and placed into service. Upon completion of installation of these SCMs, all disturbed areas and/or exposed soils caused by the installation of these practices must be stabilized within two (2) days.

1106.17 VIOLATIONS

No person shall violate or cause or knowingly permit to be violated any of the provisions of this regulation, or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to this regulation, or knowingly use or cause or permit the use of any lands in violation of this regulation or in violation of any permit granted under this regulation.

1106.18 APPEALS

Any person aggrieved by any order, requirement, determination, or any other action or inaction by the City of Parma Heights in relation to this regulation may appeal to the Board of Zoning Appeals. Such an appeal shall be made in conformity with Chapter 1139 of this code. Written notice of appeal shall be served on the City of Parma Heights.

1106.99 PENALTY

- (a) Any person, firm, entity or corporation; including but not limited to, the owner of the property, his agents and assigns, occupant, property manager, and any contractor or subcontractor who violates or fails to comply with any provision of this regulation is guilty of a misdemeanor of the third degree and shall be fined no more than five hundred dollars (\$500.00) or imprisoned for no more than sixty (60) days, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.
- (b) The imposition of any other penalties provided herein shall not preclude the City of Parma Heights instituting an appropriate action or proceeding in a Court of proper jurisdiction to prevent an unlawful development, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, ordinances, rules, or regulations, or the orders of the City of Parma Heights.

ORDINANCE NO. 2023 - 79

**AN ORDINANCE ESTABLISHING AND ENACTING CHAPTER 1107 OF THE
CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED,
“RIPARIAN SETBACKS” TO PROVIDE FOR A NEW CHAPTER OF THE PLANNING
AND ZONING CODE**

WHEREAS, flooding is a significant threat to property and public health and safety, and vegetated riparian areas lessen the damage from flooding by slowing the water velocity, enabling water to soak into the ground, and by providing temporary storage of overbank flood flow; and

WHEREAS, streambank erosion is a significant threat to property and public health and safety, and vegetated riparian areas stabilize streambanks and provide resistance to erosive forces both within streams and on adjacent lands; and

WHEREAS, the protection of riparian areas results in the presence of plants best suited to each individual environment along a stream, with proven capability for survival and regeneration at no cost; and

WHEREAS, vegetated riparian areas filter and trap sediments, chemicals, salts, septic discharge, and other pollutants from runoff and floodwaters, thus protecting surface and ground water quality; and

WHEREAS, vegetated riparian areas can provide a dense tree canopy that helps to maintain and improve the stability of watercourse temperatures, thus protecting aquatic ecosystems, and helps to reduce the presence of aquatic nuisance species; and

WHEREAS, the protection of riparian areas can result in a diverse and interconnected riparian corridor that provides habitat to a wide array of wildlife; and

WHEREAS, the woody debris from fallen, damaged, and cut trees increases flood levels and damage to bridges in the City of Parma Heights and neighboring communities; and

WHEREAS, sedimentation of eroded soil adversely affects aquatic communities and incurs removal costs to downstream communities; and

WHEREAS, there are watershed-wide efforts to minimize flooding and streambank erosion in the Big Creek and Rocky River watersheds and to protect and enhance the water resources of Big Creek and Rocky River and their tributaries and the City of Parma Heights recognizes its obligation as a part of these watersheds to minimize flooding and streambank erosion by controlling runoff within its borders; and

WHEREAS, the Chagrin River Watershed Partners, Inc.; the Cuyahoga Soil and Water Conservation District; the Geauga Soil and Water Conservation District; the Lake County Soil and Water Conservation District; the Natural Resource Conservation Service of the U.S. Department of Agriculture; the Northeast Ohio Areawide Coordinating Agency; the Ohio Department of Natural Resources, Division of Natural Areas and Preserves; the Ohio Environmental Protection Agency; and the U.S. Environmental Protection Agency recommend riparian setbacks as a valuable tool in an overall management program for flood risk reduction, erosion control, water quality control, and aquatic habitat protection; and

WHEREAS, studies undertaken by, and reviewed by, the Ohio Environmental Protection Agency and other independent scientific bodies recommend the minimum widths for riparian setbacks; and

WHEREAS, the Council of the City of Parma Heights has reviewed and adopted the recommendations of the above government agencies, and the Council finds that in order to minimize encroachment on watercourses and the need for costly engineering solutions to protect structures and reduce property damage and threats to the safety of watershed residents; to protect and enhance the scenic beauty of the City of Parma Heights; and to preserve the character of the City of Parma Heights, the quality of life of the residents of the City of Parma Heights, and corresponding property values, it is necessary and appropriate to regulate structures and uses within a riparian setback along the banks of designated watercourses in the City of Parma Heights; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the peace, health, safety, and general welfare of its citizens; and

WHEREAS, 40 C.F.R. Parts 9, 122, 123, and 124, referred to as NPDES Storm Water Phase II, require designated communities, including the City of Parma Heights, to develop a Storm Water Management Program to address the quality of storm water runoff during and after soil disturbing activities.

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

Section 1: That this Council does hereby establish and enact Chapter 1107, entitled, “Riparian Setbacks” of the Planning and Zoning Code, which reads in its entirety as set forth in Exhibit “1”, which is attached hereto and incorporated by reference as if fully rewritten herein.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and 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 1

CHAPTER 1107 Riparian Setbacks

1107.01 PURPOSE AND SCOPE

- (a) It is hereby determined that the system of rivers, streams, and other natural watercourses within the City of Parma Heights contributes to the health, safety, and general welfare of the residents of the City of Parma Heights. The specific purpose and intent of this regulation is to regulate uses and developments within riparian setbacks that would impair the ability of riparian areas to:
- (1) Reduce flood impacts by absorbing peak flows, slowing the velocity of flood waters, and regulating base flow.
 - (2) Assist stabilizing the banks of watercourses to reduce woody debris from fallen or damaged trees, streambank erosion, and the downstream transport of sediments eroded from watercourse banks.
 - (3) Reduce pollutants in watercourses during periods of high flows by filtering, settling, and transforming pollutants already present in watercourses.
 - (4) Reduce pollutants in watercourses by filtering, settling, and transforming pollutants in runoff before they enter watercourses.
 - (5) Provide watercourse habitats with shade and food.
 - (6) Reduce the presence of aquatic nuisance species to maintain a diverse aquatic system.
 - (7) Provide habitat to a wide array of wildlife by maintaining diverse and connected riparian vegetation.
 - (8) Benefit the City of Parma Heights by minimizing encroachment on watercourse channels and the need for costly engineering solutions such as gabion baskets and rip rap to protect structures and reduce property damage and threats to the safety of watershed residents; and by contributing to the scenic beauty and environment of the City of Parma Heights, and thereby preserving the character of the City of Parma Heights, the quality of life of the residents of the City of Parma Heights, and corresponding property values.
- (b) The following regulation has been enacted to protect and enhance these functions of riparian areas by providing reasonable controls governing structures and uses

within a riparian setback along designated watercourses in the City of Parma Heights.

1107.02 APPLICABILITY, COMPLIANCE & VIOLATIONS

- (a) This regulation shall apply to all zoning districts.
- (b) This regulation shall apply to all structures and uses on lands containing a designated watercourse as defined in this regulation, except as provided herein.
- (c) No approvals or permits shall be issued by the City of Parma Heights without full compliance with the terms of this regulation.

1107.03 CONFLICTS WITH OTHER REGULATIONS & SEVERABILITY

- (a) Where this regulation imposes a greater restriction upon land than is imposed or required by any other provision of law, regulation, contract, or deed, the provisions of this regulation shall control.
- (b) This regulation shall not limit or restrict the application of other provisions of law, regulation, contract, or deed, or the legal remedies available thereunder, except as provided in Section 1107.03(a) of this regulation.
- (c) If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, validity of the remainder shall not be affected thereby.

1107.04 DEFINITIONS

For the purpose of this regulation, the following terms shall have the meaning herein indicated:

- (a) **COMMUNITY:** Throughout this regulation, this shall refer to the City of Parma Heights or its designated representatives, boards, or commissions.
- (b) **DAMAGED OR DISEASED TREES:** Trees that have split trunks; broken tops; heart rot; insect or fungus problems that will lead to imminent death; undercut root systems that put the tree in imminent danger of falling; lean as a result of root failure that puts the tree in imminent danger of falling; or any other condition that puts the tree in imminent danger of being uprooted or falling into or along a watercourse or onto a structure.
- (c) **DESIGNATED WATERCOURSE:** A watercourse within the City of Parma Heights that is in conformity with the criteria set forth in this regulation.

- (d) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): The agency with overall responsibility for administering the National Flood Insurance Program.
- (e) IMPERVIOUS COVER: Any paved, hardened, or structural surface regardless of its composition including but not limited to buildings, roads, driveways, parking lots, loading/unloading areas, decks, patios, and swimming pools.
- (f) IN-LINE POND: A permanent pool of water created by impounding a designated watercourse.
- (g) NOXIOUS WEED: Any plant species defined by the Ohio Department of Agriculture as a "noxious weed" and listed as such by the Department. For the purposes of this regulation, the most recent version of this list at the time of application of this regulation shall prevail.
- (h) 100-YEAR FLOODPLAIN: Any land susceptible to being inundated by water from a base flood. The base flood is the flood that has a one percent or greater chance of being equaled or exceeded in any given year.
- (i) OHIO ENVIRONMENTAL PROTECTION AGENCY: Referred throughout this regulation as the "Ohio EPA."
- (j) ORDINARY HIGH-WATER MARK: The point of the bank or shore to which the presence and action of surface water is so continuous as to leave a district marked by erosion, destruction or prevention of woody terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic. The ordinary high-water mark defines the bed of a watercourse.
- (k) RIPARIAN AREA: Land adjacent to watercourses that, if appropriately sized, helps to stabilize streambanks, limit erosion, reduce flood size flows, and/or filter and settle out runoff pollutants, or performs other functions consistent with the purposes of this regulation.
- (l) RIPARIAN SETBACK: The real property adjacent to a designated watercourse located in the area defined by the criteria set forth in this regulation.
- (m) SOIL AND WATER CONSERVATION DISTRICT: An entity organized under Chapter 1515 of the Ohio Revised Code referring to either the Soil and Water Conservation District Board or its designated employee(s), hereinafter referred to as Cuyahoga SWCD.
- (n) SOIL DISTURBING ACTIVITY: Clearing, grading, excavating, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed and which may result in, or contribute to, erosion and sediment pollution.

- (o) **SUBSTANTIAL DAMAGE:** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would be equal to, or would exceed, 50% of the market value of the structure before the damage occurred.
- (p) **WATERCOURSE:** Any brook, channel, creek, river, or stream having banks, a defined bed, and a definite direction of flow, either continuously or intermittently flowing.
- (q) **WETLAND:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas. (40 CFR 232, as amended).

1107.05 ESTABLISHMENT OF DESIGNATED WATERCOURSES AND RIPARIAN SETBACKS

- (a) Designated watercourses shall include those watercourses meeting any ONE of the following criteria:
 - (1) All watercourses draining an area greater than ½ square mile, OR
 - (2) All watercourses draining an area less than ½ square mile and having a defined bed and bank. In determining if watercourses have a defined bed and bank, the City of Parma Heights may consult with a representative of the Cuyahoga SWCD or other technical experts as necessary. Any costs associated with such consultations may be assessed to the applicant.
- (b) Riparian setbacks on designated watercourses are established as follows:
 - (1) A minimum of 300 feet on either side of all watercourses draining an area greater than 300 square miles.
 - (2) A minimum of 120 feet on either side of all watercourses draining an area greater than 20 square miles and up to 300 square miles.
 - (3) A minimum of 75 feet on either side of all watercourses draining an area greater than ½ square mile and up to 20 square miles.
 - (4) A minimum of 25 feet on either side of all watercourses draining an area less than ½ square mile and having a defined bed and bank as determined by the City of Parma Heights in Section 1107.05 of this regulation.
- (c) Riparian Setback Guide Map. The City of Parma Heights shall create a guide map identifying designated watercourses and their riparian setbacks. Said guide map is

attached hereto and made part of this regulation and is identified as Exhibit A. The following shall apply to the Riparian Setback Guide Map:

- (1) It shall be used as a reference document and the information contained therein shall be believed to be accurate.
 - (2) It shall be a guide only.
 - (3) Nothing herein shall prevent the City of Parma Heights from amending the Riparian Setback Guide Map from time to time as may be necessary.
 - (4) If any discrepancy is found between the Riparian Setback Guide Map and this regulation, the criteria set forth in Section 1107.05 (a) and (b) shall prevail.
- (d) The following conditions shall apply in riparian setbacks:
- (1) Riparian setbacks shall be measured in a horizontal direction outward from the ordinary high-water mark of each designated watercourse, except for in-line ponds as addressed in Section 1107.05.
 - (2) Except as otherwise provided in this regulation, riparian setbacks shall be preserved in their natural state.
 - (3) Where the 100-year floodplain is wider than a minimum riparian setback on either or both sides of a designated watercourse, the minimum riparian setback shall be extended to the outer edge of the 100-year floodplain. The 100-year floodplain shall be defined by FEMA. If a FEMA defined floodplain does not exist for a designated watercourse, the City of Parma Heights may require a site-specific floodplain delineation in conformance with standard engineering practices and approved by the City of Parma Heights. Any costs associated with reviewing this site-specific floodplain delineation may be assessed to the applicant.
 - (4) Where a wetland is identified within a minimum riparian setback, the minimum riparian setback width shall be extended to the outermost boundary of the wetland. In addition, wetlands within riparian setbacks shall be protected to the extent detailed in Wetland Setbacks Chapter 1108. Wetlands shall be delineated through a site survey prepared by a qualified wetlands professional retained by the landowner using delineation protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation. Any costs associated with reviewing these delineations may be assessed by the City of Parma Heights to the applicant.
 - (5) The minimum riparian setback on an in-line pond existing at the time of application of this regulation shall be measured from the ordinary high-water mark of the designated watercourse as it enters said pond and through the impoundment along

the centerline of the designated watercourse as it flows through the in-line pond. Riparian setbacks on in- line ponds existing at the time an application is made under this regulation shall be expanded to include wetlands and floodplains as detailed in Section 1107.05. The creation of new in-line impoundments shall not be permitted under these regulations.

1107.06 APPLICATIONS AND SITE PLANS

- (a) The applicant shall be responsible for delineating riparian setbacks as required by this regulation and shall identify such setbacks on a site plan included with all subdivision plans, land development plans, and/or zoning permit applications submitted to the City of Parma Heights. The site plan shall be prepared by a professional engineer, surveyor, landscape architect, or such other qualified professional as determined by the City of Parma Heights and shall be based on a survey of the affected land. Two (2) copies of the site plan shall be submitted. The site plans shall include the following information:
 - (1) The boundaries of the lot with dimensions.
 - (2) The locations of all designated watercourses.
 - (3) The limits, with dimensions, of the riparian setbacks.
 - (4) The existing topography at intervals of two (2) feet.
 - (5) The location and dimensions of any proposed structures or uses, including proposed soil disturbance, in relationship to all designated watercourses.
 - (6) North arrow, scale, date, and stamp bearing the name and registration number of the qualified professional who prepared the site plan.
 - (7) Other such information as may be necessary for the City of Parma Heights to ensure compliance with this regulation.
- (b) The City of Parma Heights may, in reviewing the site plan, consult with the Cuyahoga SWCD or other such experts. Any costs associated with this review may be assessed to the applicant.
- (c) If soil disturbing activities will occur within 50 feet of the outer boundary of the applicable riparian setback as specified in this regulation, the riparian setback shall be clearly identified by the applicant on site with construction fencing as shown on the site plan. Such identification shall be completed prior to the initiation of any soil disturbing activities and shall be maintained throughout soil disturbing activities.
- (d) No approvals or permits shall be issued by the City of Parma Heights prior to identification of riparian setbacks on the affected land in conformance with this regulation.

1107.07 USES PERMITTED IN RIPARIAN SETBACKS

- (a) By Right Uses Without a Permit. Open space uses that are passive in character shall

be permitted in riparian setbacks, including, but not limited to, those listed in this regulation. No use permitted under this regulation shall be construed as allowing trespass on privately held lands.

- (1) Recreational Activity. Hiking, fishing, hunting, picnicking, and similar passive recreational uses, as permitted by federal, state, and local laws.
 - (2) Removal of Damaged or Diseased Trees. Damaged or diseased trees may be removed.
 - (3) Revegetation and/or Reforestation. Riparian setbacks may be revegetated and/or reforested with native, noninvasive plant species.
- (b) By Conditional Use Permit Granted by the Planning Commission: When granting Conditional Use Permits for the following uses, the Planning Commission may, for good cause, attach such conditions as it deems appropriate. Permits issued under this regulation are issued to the applicant only, shall not be transferred, and shall be void if not implemented within one (1) year of issuance.

- (1) Crossings: Crossings of designated watercourses through riparian setbacks with roads, driveways, easements, bridges, culverts, utility service lines, or other means may be permitted provided such crossings minimize disturbance in riparian setbacks and mitigate any necessary disturbances. Such crossings shall only be undertaken upon approval of a Crossing Plan by the Planning Commission. Any costs associated with review of Crossing Plans may be assessed to the applicant.

If work will occur below the ordinary high-water mark of the designated watercourse, proof of compliance with the applicable conditions of a US Army Corps of Engineers Section 404 Permit (either a Nationwide Permit, including the Ohio State Certification Special Conditions and Limitations, or an Individual Permit, including Ohio 401 water quality certification), shall also be provided to the City of Parma Heights. Proof of compliance shall be the following:

- A. A site plan showing that any proposed crossing conforms to the general and special conditions of the applicable Nationwide Permit, or
 - B. A copy of the authorization letter from the U.S. Army Corps of Engineers approving activities under the applicable Nationwide Permit, or
 - C. A copy of the authorization letter from the U.S. Army Corps of Engineers approving activities under an Individual Permit.
- (2) Streambank Stabilization Projects. Streambank stabilization projects along designated watercourses may be allowed, provided that such measures are

ecologically compatible and substantially utilize natural materials and native plant species to the maximum extent practicable. Such streambank stabilization measures shall only be undertaken upon approval of a Streambank Stabilization Plan by the Planning Commission. Any costs associated with review of Streambank Stabilization Plans may be assessed to the applicant.

If streambank stabilization work is proposed below the ordinary high-water mark of the designated watercourse, proof of compliance with the applicable conditions of a US Army Corps of Engineers Section 404 Permit (either a Nationwide Permit, including the Ohio State Certification Special Conditions and Limitations, or an Individual Permit, including Ohio 401 water quality certification) shall be provided to the City of Parma Heights. Proof of compliance shall be the following:

- A. A site plan showing that any proposed crossing conforms to the general and special conditions of the applicable Nationwide Permit, or
- B. A copy of the authorization letter from the U.S. Army Corps of Engineers approving activities under the applicable Nationwide Permit, or,
- C. A copy of the authorization letter from the U.S. Army Corps of Engineers approving activities under an Individual Permit.

(3) Landscaping: The removal of natural vegetation within a riparian setback and the subsequent cultivation of lawns, landscaping, shrubbery, or trees may be allowed provided that such cultivation is done in conformance with a Landscaping Plan approved by the Planning Commission. Any costs associated with review of Landscaping Plans may be assessed to the applicant. Landscaping Plans shall meet the following criteria:

- A. Maintain trees in the riparian setback larger than nine (9) inches in caliper (diameter) as measured fifty-four inches above the ground to the maximum extent practicable.
- B. Maintain trees, shrubbery, and other non-lawn, woody vegetation in the riparian setback to the maximum extent practicable.

1107.08 USES PROHIBITED IN RIPARIAN SETBACKS

Any use not authorized under this regulation shall be prohibited in riparian setbacks. By way of example, the following uses are specifically prohibited, however, prohibited uses are not limited to those examples listed here:

- (a) Construction. There shall be no buildings or structures of any kind.

- (b) Dredging or Dumping. There shall be no drilling, filling, dredging, or dumping of soil, spoils, liquid, or solid materials, except for noncommercial composting of uncontaminated natural materials and except as permitted under this regulation.
- (c) Fences and Walls: There shall be no fences or walls, except as permitted under this regulation.
- (d) Roads or Driveways. There shall be no roads or driveways, except as permitted under this regulation.
- (e) Disturbance of Natural Vegetation: There shall be no disturbance of natural vegetation within riparian setbacks except for the following:
 - (1) Maintenance of lawns, landscaping, shrubbery, or trees existing at the time of passage of this regulation.
 - (2) Cultivation of lawns, landscaping, shrubbery, or trees in accordance with an approved Landscaping Plan submitted in conformance with this regulation.
 - (3) Conservation measures designed to remove damaged or diseased trees or to control noxious weeds or invasive species.
- (f) Parking Spaces or Lots and Loading/Unloading Spaces for Vehicles: There shall be no parking spaces, parking lots, or loading/unloading spaces.
- (g) New Surface and/or Subsurface Sewage Disposal or Treatment Areas. Riparian setbacks shall not be used for the disposal or treatment of sewage, except as necessary to repair or replace an existing home sewage disposal system and in accordance with recommendations of the Cuyahoga County Board of Health.

1107.09 NON-CONFORMING STRUCTURES OR USES IN RIPARIAN SETBACKS

- (a) A non-conforming use, existing at the time of passage of this regulation and within a riparian setback, that is not permitted under this regulation may be continued but shall not be changed or enlarged unless changed to a use permitted under this regulation.
- (b) A non-conforming structure, existing at the time of passage of this regulation and within a riparian setback, that is not permitted under this regulation may be continued but shall not have the existing building footprint or roofline expanded or enlarged.
- (c) A non-conforming structure or use, existing at the time of passage of this regulation and within a riparian setback, that has substantial damage and that is discontinued, terminated, or abandoned for a period of six (6) months or more may not be

revived, restored, or re-established.

1107.10 VARIANCES WITHIN RIPARIAN SETBACKS

- (a) The Planning Commission may grant a variance to this regulation as provided herein. In granting a variance, the following conditions shall apply:
 - (1) In determining whether there is unnecessary hardship with respect to the use of a property or practical difficulty with respect to maintaining the riparian setback as established in this regulation, such as to justify the granting of a variance, the Planning Commission shall consider the potential harm or reduction in riparian functions that may be caused by a proposed structure or use.
 - (2) The Planning Commission may not authorize any structure or use in a Zoning District other than those authorized in the Zoning Code.
 - (3) Variances shall be void if not implemented within one (1) year of the date of issuance.
- (b) In making a determination under Section 1107.10 (a) of this regulation, the Planning Commission may consider the following:
 - (1) The natural vegetation of the property as well as the percentage of the parcel that is in the 100-year floodplain. The criteria of Chapter 1385 Flood Damage Reduction may be used as guidance when granting variances in the 100-year floodplain.
 - (2) The extent to which the requested variance impairs the flood control, erosion control, water quality protection, or other functions of the riparian setback. This determination shall be based on sufficient technical and scientific data.
 - (3) The degree of hardship, with respect to the use of a property or the degree of practical difficulty with respect to maintaining the riparian setback as established in this regulation, placed on the landowner by this regulation and the availability of alternatives to the proposed structure or use.
 - (4) Soil-disturbing activities permitted in the riparian setback through variances should be implemented to minimize clearing to the extent possible and to include Best Management Practices necessary to minimize erosion and control sediment.
 - (5) The presence of significant impervious cover, or smooth vegetation such as maintained lawns, in the riparian setback compromises its benefits to the City of Parma Heights. Variances should not be granted for asphalt or concrete paving in the riparian setback. Variances may be granted for gravel driveways when necessary.

- (6) Whether a property, otherwise buildable under the ordinances of the City of Parma Heights, will be made unbuildable because of this regulation.
- (c) In order to maintain the riparian setback to the maximum extent practicable, the Planning Commission may consider granting variances to other area or setback requirements imposed on a property by the Zoning Code. These may include, but are not limited to, parking requirements, requirements for the shape, size, or design of buildings, or front, rear, or side lot setbacks.
- (d) In granting a variance under this regulation, the Planning Commission, for good cause, may impose such conditions that it deems appropriate to maintain the purposes of this regulation and to mitigate any necessary impacts in the riparian setbacks permitted by variance. In determining appropriate mitigation, the Planning Commission may consult with the City of Parma Heights Engineer or other agencies including Cuyahoga SWCD.

1107.11 PROCEDURES FOR VARIANCES & APPEALS

- (a) Any applicant seeking a variance to the conditions imposed under this regulation or an appeal to an administrative decision made under this regulation, other than a decision by the Planning Commission, may apply to or appeal to the Planning Commission. The following conditions shall apply:
 - (1) When filing an application for an appeal to an administrative decision, the applicant shall file a notice of appeal specifying the grounds therefor with the administrative official within 20 days of the administrative official's decision. Upon determining that the application is complete and upon receipt of the required fee of \$100, the administrative official shall transmit to the Planning Commission the application and a transcript constituting the record from which the administrative decision subject to appeal was based. This transmission shall occur no less than fourteen (14) days prior to a regularly scheduled meeting of the Planning Commission in order to be placed on the agenda for that meeting.
 - (2) When applying for a variance, the applicant shall file a variance request with the Planning Commission.
 - (3) Applications for appeals or variances made under this regulation shall contain the following information:
 - A. The name, address, and telephone number of the applicant;
 - B. Proof of ownership or authorization to represent the property owner.

- C. The location of the property, including street address and permanent parcel number.
- D. The current zoning of the property.
- E. A description of the project for which the appeal or variance is sought.
- F. A description of the administrative decision being appealed or the conditions of the regulation from which a variance is sought.
- G. Names and addresses of each property owner within 500 feet as shown in the current records of the Cuyahoga County Fiscal Officer typed on gummed labels.

(4) Applications for variances or appeals of administrative decisions shall not be resubmitted to the Planning Commission within one (1) year of the date of a final decision by the Planning Commission on the original application, unless the applicant shows the Planning Commission either of the following:

- A. Newly discovered evidence that could not have been presented with the original submission, or
 - B. Evidence of a substantial change in circumstances since the time of the original submission.
- (b) A decision by the Planning Commission in response to an application for a variance request or an appeal of an administrative decision filed pursuant to this regulation shall be final.

1107.12 INSPECTION OF RIPARIAN SETBACKS

The identification of riparian setbacks shall be inspected by the City of Parma Heights:

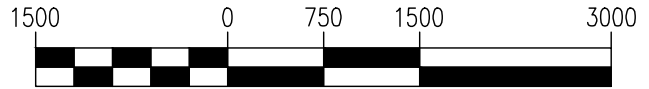
- (a) Prior to soil disturbing activities authorized under this regulation. The applicant shall provide the City of Parma Heights with at least two (2) working days written notice prior to starting such soil disturbing activities.
- (b) Any time evidence is brought to the attention of the City of Parma Heights that uses or structures are occurring that may reasonably be expected to violate the provisions of this regulation.

1107.99 PENALTY

- (a) Any person who shall violate any section of this regulation shall be guilty of a

misdemeanor of first degree and, upon conviction thereof, shall be subject to punishment as provided in Chapter 698 and shall be required to restore the riparian setback through a restoration plan approved by the Planning Commission.

- (b) The imposition of any other penalties provided herein shall not preclude the City of Parma Heights from instituting an appropriate action or proceeding in a Court of proper jurisdiction to prevent an unlawful development, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, ordinances, rules, or regulations, or the orders of the City of Parma Heights City Engineer or his authorized representative.



1 INCH = 1500 FEET

Mayor Marie Gallo

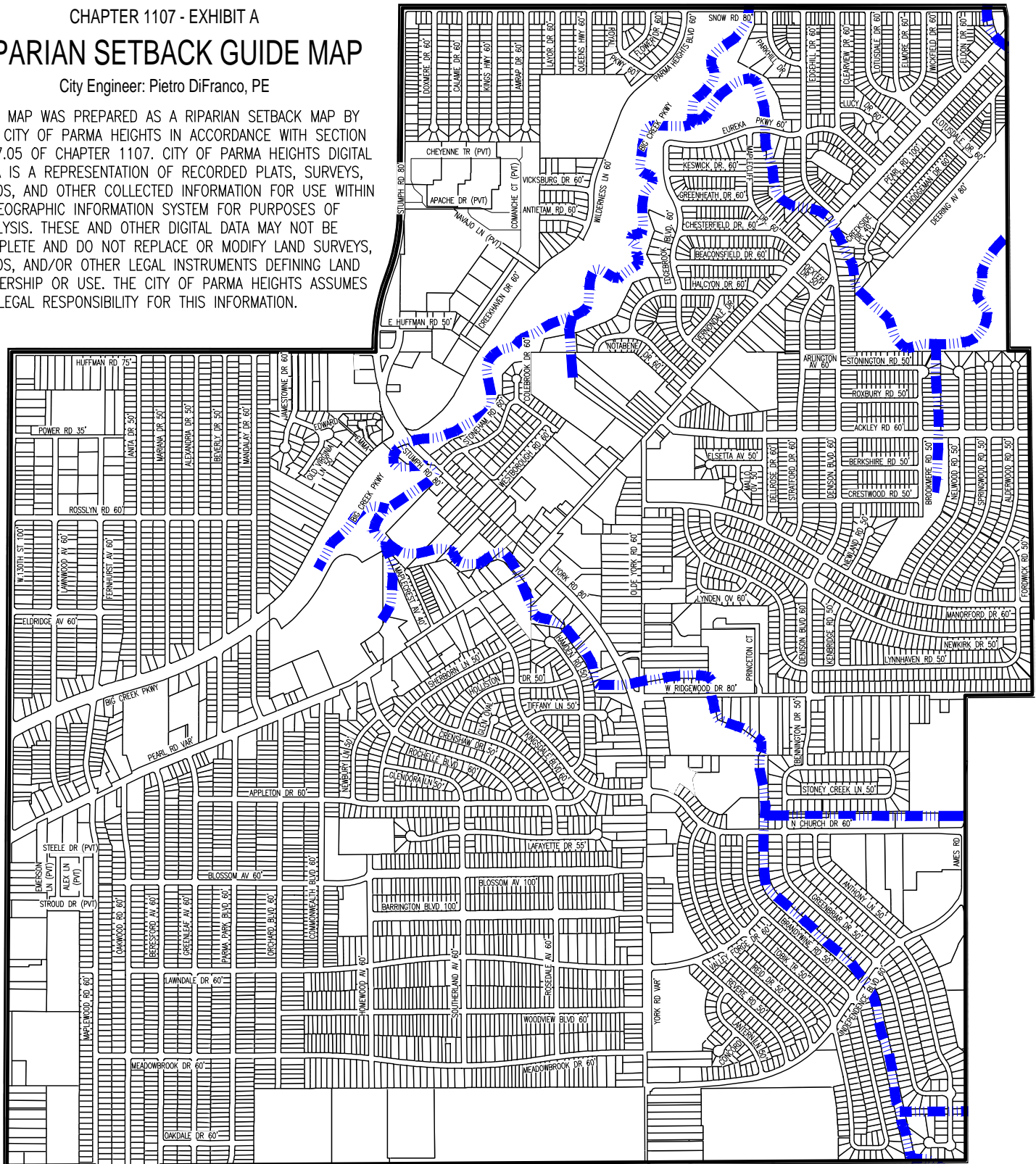
CHAPTER 1107 - EXHIBIT A

RIPARIAN SETBACK GUIDE MAP

City Engineer: Pietro DiFranco, PE

THIS MAP WAS PREPARED AS A RIPARIAN SETBACK MAP BY THE CITY OF PARMA HEIGHTS IN ACCORDANCE WITH SECTION 1107.05 OF CHAPTER 1107. CITY OF PARMA HEIGHTS DIGITAL DATA IS A REPRESENTATION OF RECORDED PLATS, SURVEYS, DEEDS, AND OTHER COLLECTED INFORMATION FOR USE WITHIN A GEOGRAPHIC INFORMATION SYSTEM FOR PURPOSES OF ANALYSIS. THESE AND OTHER DIGITAL DATA MAY NOT BE COMPLETE AND DO NOT REPLACE OR MODIFY LAND SURVEYS, DEEDS, AND/OR OTHER LEGAL INSTRUMENTS DEFINING LAND OWNERSHIP OR USE. THE CITY OF PARMA HEIGHTS ASSUMES NO LEGAL RESPONSIBILITY FOR THIS INFORMATION.

WATERCOURSE



ORDINANCE NO. 2023 - 80

**AN ORDINANCE ESTABLISHING AND ENACTING CHAPTER 1108 OF THE
CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED,
“WETLAND SETBACKS” TO PROVIDE FOR A NEW CHAPTER OF THE
PLANNING AND ZONING CODE**

WHEREAS, wetlands protect the public health and safety of the City of Parma Heights
by:

- Reducing peak flood flows, storing flood waters, and maintaining stream flow patterns;
- Minimizing streambank erosion by reducing runoff volume and velocity;
- Protecting ground water quality by filtering pollutants from storm water runoff;
- Recharging groundwater reserves;
- Maintaining surface water quality by minimizing sediment pollution from streambank erosion, and trapping sediments, chemicals, salts, and other pollutants from flood waters and storm water runoff;
- Providing habitat for aquatic and terrestrial organisms, many of which are on Ohio’s Endangered and/or Threatened Species listings; and

WHEREAS, wetlands cannot continue to provide these functions unless protected from the effects of fluctuations in storm water flow; urban pollutants; disposal of fill or dredged materials; and other impacts of land use change; and

WHEREAS, replacement of the public health and safety benefits of wetlands including flood control, erosion control, ground water recharge, and water quality protection, if possible, will require significant public expenditure; and

WHEREAS, the State of Ohio has lost over 90 percent of its original wetlands, and the Chagrin River watershed has lost over 80 percent of its original wetlands, due to draining, dredging, filling, excavating, and other acts; and

WHEREAS, flooding is a significant threat to property and public health and safety, and wetlands lessen the damage from flooding by slowing the water velocity, enabling water to soak into the ground, and by providing temporary storage of overbank flood flow; and

WHEREAS, sedimentation of eroded soil adversely affects aquatic communities and incurs removal costs to downstream communities; and

WHEREAS, there are watershed-wide efforts to minimize flooding and streambank erosion in the Big Creek and Rocky River watersheds and to protect and enhance the water resources of the Big Creek and Rocky River and its tributaries and the City of Parma Heights recognizes its obligation as a part of these watersheds to minimize flooding and streambank erosion by controlling runoff within its borders; and

WHEREAS, the Chagrin River Watershed Partners, Inc.; the Cuyahoga Soil and Water

Conservation District; the Geauga Soil and Water Conservation District; the Lake County Soil and Water Conservation District; the Natural Resource Conservation Service of the U.S. Department of Agriculture; the Northeast Ohio Areawide Coordinating Agency; the Ohio Department of Natural Resources, Division of Natural Areas and Preserves; the Ohio Environmental Protection Agency; and the U.S. Environmental Protection Agency recommend wetland setbacks as a valuable tool in an overall management program for flood risk reduction, erosion control, water quality control, and aquatic habitat protection; and

WHEREAS, studies undertaken by, and reviewed by, the Ohio Environmental Protection Agency and other independent scientific bodies recommend the minimum distances for wetland setbacks; and

WHEREAS, the Council of the City of Parma Heights has reviewed and adopted the recommendations of the above government agencies, and the Council finds that in order to minimize encroachment on wetlands and the need for costly engineering solutions to protect structures and reduce property damage and threats to the safety of watershed residents; to protect and enhance the scenic beauty of the City of Parma Heights; and to preserve the character of the City of Parma Heights, the quality of life of the residents of the City of Parma Heights, and corresponding property values, it is necessary and appropriate to regulate structures and uses within a wetland setback surrounding Ohio EPA Category 2 and 3 wetlands in the City of Parma Heights; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the peace, health, safety, and general welfare of its citizens; and

WHEREAS, 40 C.F.R. Parts 9, 122, 123, and 124, referred to as NPDES Storm Water Phase II, require designated communities, including the City of Parma Heights, to develop a Storm Water Management Program to address the quality of storm water runoff during and after soil disturbing activities.

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

Section 1: That this Council does hereby establish and enact Chapter 1108, entitled, "Wetland Setbacks" of the Planning and Zoning Code, which reads in its entirety as set forth in Exhibit "A", which is attached hereto and incorporated by reference as if fully rewritten herein.

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

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

PASSED: _____ PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 1108 WETLAND SETBACKS

1108.01 PURPOSE AND SCOPE

- (a) It is hereby determined that the wetlands within the City of Parma Heights contribute to the health, safety, and general welfare of the residents of the City of Parma Heights. The specific purpose and intent of this regulation is to regulate uses and developments within wetland setbacks that would impair the ability of wetlands to:
- (1) Minimize flood impacts by absorbing peak flows, slowing the velocity of flood waters, regulating stream base flows, and maintaining stream flow patterns.
 - (2) Minimize streambank erosion by reducing runoff volume and velocity.
 - (3) Protect groundwater quality by filtering pollutants from storm water runoff.
 - (4) Recharge groundwater reserves.
 - (5) Protect surface water quality by minimizing sediment pollution from streambank erosion, and filtering, settling, and transforming sediments, chemicals, salts, and other pollutants from flood waters and storm water runoff.
 - (6) Provide habitat to a wide array of aquatic and terrestrial wildlife.
 - (7) Benefit the City of Parma Heights economically by minimizing encroachment on wetlands and the need for costly engineering solutions such as retention/detention basins and rip rap to protect structures and reduce property damage and threats to the safety of watershed residents; and by contributing to the scenic beauty and environment of the City of Parma Heights, and thereby preserving the character of the City of Parma Heights, the quality of life of the residents of the City of Parma Heights, and corresponding property values.
- (b) The following regulation has been enacted to protect these services of wetlands by providing reasonable controls governing structures and uses within wetland setbacks around Ohio EPA Category 2 and 3 wetlands in the City of Parma Heights.

Due to the importance of properly functioning wetlands, minimum wetland setbacks may be given preference over minimum front, side, or rear yard setbacks as specified in this ordinance in the consideration of an appeal for a variance by the board of zoning appeals.

1108.02 APPLICABILITY, COMPLIANCE & VIOLATIONS

- (a) This regulation shall apply to all zoning districts.
- (b) This regulation shall apply to all structures and uses on lands containing an Ohio EPA Category 2 or 3 wetland as defined in this regulation, except as provided herein.
- (c) No approvals or permits shall be issued by the City of Parma Heights without full compliance with the terms of this regulation.

1108.03 CONFLICTS WITH OTHER REGULATIONS & SEVERABILITY

- (a) Where this regulation imposes a greater restriction upon land than is imposed or required by any other provision of law, regulation, contract, or deed, the provisions of this regulation shall control.
- (b) This regulation shall not limit or restrict the application of other provisions of law, regulation, contract, or deed, or the legal remedies available thereunder, except as provided in Section 1108.03(a) of this regulation.
- (c) If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, validity of the remainder shall not be affected thereby.

1108.04 DEFINITIONS

For the purpose of this regulation, the following terms shall have the meaning herein indicated:

- (a) **COMMUNITY:** Throughout this regulation, this shall refer to the City of Parma Heights or its designated representatives, boards, or commissions.
- (b) **IMPERVIOUS COVER:** Any surface that cannot effectively absorb or infiltrate water. This may include roads, streets, parking lots, rooftops, and sidewalks.
- (c) **NOXIOUS WEED:** Any plant species defined by the Ohio Department of Agriculture as a "noxious weed" and listed as such by the Department. For the purposes of this regulation, the most recent version of this list at the time of application of this regulation shall prevail.
- (d) **OHIO ENVIRONMENTAL PROTECTION AGENCY:** Referred throughout this regulation as the "Ohio EPA."
- (e) **OHIO EPA CATEGORY 2 WETLANDS:** Those wetlands classified as Category 2 wetlands under OAC 3745-1-54, in accordance with generally accepted wetland assessment methods acceptable to the U.S. Army Corps of Engineers and Ohio EPA at the time of application of this regulation.
- (f) **OHIO EPA CATEGORY 3 WETLANDS:** Those wetlands classified as Category 3 wetlands under OAC 3745-1-54, in accordance with generally accepted wetland assessment methods acceptable to the U.S. Army Corps of Engineers and Ohio EPA at the time of application of

this regulation.

- (g) SOIL AND WATER CONSERVATION DISTRICT: An entity organized under Chapter 1515 of the Ohio Revised Code referring to either the Soil and Water Conservation District Board or its designated employee(s), hereinafter referred to as Cuyahoga SWCD.
- (h) SOIL DISTURBING ACTIVITY: Clearing, grading, excavating, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed and which may result in, or contribute to, erosion and sediment pollution.
- (i) SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would be equal to, or would exceed, 50% of the market value of the structure before the damage occurred.
- (j) WATERCOURSE: Any brook, channel, creek, river, or stream having banks, a defined bed, and a definite direction of flow, either continuously or intermittently flowing.
- (k) WETLAND: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas. (40 CFR 232, as amended).
- (l) WETLAND SETBACK: Those lands within the City of Parma Heights that fall within the area defined by the criteria set forth in Section 1108.05 of this regulation.

1108.05 ESTABLISHMENT OF WETLAND SETBACKS

- (a) Designated wetlands shall include those wetlands meeting any ONE of the following criteria:
 - (1) All wetlands ranked by an appropriate wetland evaluation methodology as Ohio EPA Category 2.
 - (2) All wetlands ranked by an appropriate wetland evaluation methodology as Ohio EPA Category 3.
- (b) Wetland setbacks on designated wetlands are established as follows:
 - (1) A minimum of 120 feet surrounding all Ohio EPA Category 3 wetlands.
 - (2) A minimum of 75 feet surrounding all Ohio EPA Category 2 wetlands.
- (c) The following conditions shall apply in wetland setbacks:
 - (1) Wetland setbacks shall be measured in a perpendicular direction from the defined wetland boundary.

(2) Wetlands shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation.

(3) Except as otherwise provided in this regulation, the wetland setback shall be preserved in its natural state.

1108.06 APPLICATIONS AND SITE PLANS

(a) The applicant shall be responsible for indicating wetland setbacks as required by this regulation and shall identify such setbacks on a site plan included with all subdivision plans, land development plans, and/or zoning permit applications submitted to the City of Parma Heights. The site plan shall be prepared by a professional engineer, surveyor, landscape architect, or such other qualified professional as determined by the City of Parma Heights and shall be based on a survey of the affected land. Two (2) copies of the site plan shall be submitted. The site plans shall include the following information:

(1) The boundaries of the lot with dimensions.

(2) The locations of designated wetlands.

(3) The limits, with dimensions, of the wetland setbacks.

(4) The existing topography at intervals of two (2) feet.

(5) The location and dimensions of any proposed structures or uses, including proposed soil disturbance, in relationship to all wetlands.

(6) North arrow, scale, date, and stamp bearing the name and registration number of the qualified professional who prepared the site plan.

(7) Other such information as may be necessary for the City of Parma Heights to ensure compliance with this regulation.

(b) The City of Parma Heights may, in reviewing the site plan, consult with the Cuyahoga SWCD or other such experts. Any costs associated with this review may be assessed to the applicant.

(c) If soil disturbing activities will occur within 50 feet of the outer boundary of the applicable wetland setback as specified in this regulation, the wetland setback shall be clearly identified by the applicant on site with construction fencing as shown on the site plan. Such identification shall be completed prior to the initiation of any soil disturbing activities and shall be maintained throughout soil disturbing activities.

(d) No approvals or permits shall be issued by the City of Parma Heights prior to identification of wetland setbacks on the affected land in conformance with this regulation.

1108.07 USES PERMITTED IN WETLAND SETBACKS

(a) By Right Uses Without A Permit. Open space uses that are passive in character shall be permitted in wetland setbacks, including, but not limited to, those listed in this regulation. No use permitted under this regulation shall be construed as allowing trespass on privately

held lands.

- (1) Recreational Activity. Passive recreational uses, as permitted by federal, state, and local laws, such as hiking, fishing, hunting, picnicking, and similar uses.
- (2) Removal of Damaged or Diseased Trees. Damaged or diseased trees may be removed.
- (3) Revegetation and/or Reforestation. Wetland setbacks may be revegetated and/or reforested with native, noninvasive plant species.

(b) By Conditional Use Permit Granted by the Planning Commission: When granting Conditional Use Permits for the following uses, the Planning Commission may, for good cause, attach such conditions as it deems appropriate. Permits issued under this regulation are issued to the applicant only, shall not be transferred, and shall be void if not implemented within one (1) year of issuance.

- (1) Crossings: Crossings of designated wetlands through wetland setbacks with roads, driveways, easements, bridges, culverts, utility service lines, or other means may be permitted provided such crossings minimize disturbance in wetland setbacks and mitigate any necessary disturbances. Such crossings shall only be undertaken upon approval of a Crossing Plan by the Planning Commission. Any costs associated with review of Crossing Plans may be assessed to the applicant.

If work will occur within the jurisdictional boundary of the designated wetland, proof of compliance with the applicable conditions of a US Army Corps of Engineers Section 404 Permit (either a Nationwide Permit, including the Ohio State Certification Special Conditions and Limitations, or an Individual Permit, including Ohio 401 water quality certification), shall also be provided to the City of Parma Heights. Proof of compliance shall be the following:

- A. A site plan showing that any proposed crossing conforms to the general and special conditions of the applicable Nationwide Permit, or
 - B. A copy of the authorization letter from the U.S. Army Corps of Engineers approving activities under the applicable Nationwide Permit, or
 - C. A copy of the authorization letter from the U.S. Army Corps of Engineers approving activities under an Individual Permit.
- (2) Storm Water Retention and Detention Facilities: Storm water management facilities may be constructed in the wetland setback, provided:
 - A. Where the minimum wetland setback is less than or equal to 50-feet, the storm water management facilities are located outside the minimum wetland setback.
 - B. Where the minimum wetland setback is greater than 50-feet, storm water

management facilities are located at least 50-feet from jurisdictional boundary of the wetland.

(3) Landscaping: The removal of natural vegetation within a wetland setback and the subsequent cultivation of lawns, landscaping, shrubbery, or trees may be allowed provided that such cultivation is done in conformance with a Landscaping Plan approved by the Planning Commission. Any costs associated with review of Landscaping Plans may be assessed to the applicant. Landscaping Plans shall meet the following criteria:

- A. Maintain trees in the wetland setback larger than nine (9) inches in caliper (diameter) as measured fifty-four inches above the ground to the maximum extent practicable.
- B. Maintain trees, shrubbery, and other non-lawn, woody vegetation in the wetland setback to the maximum extent practicable.

1108.08 USES PROHIBITED IN WETLAND SETBACKS

Any use not authorized under this regulation shall be prohibited in wetland setbacks. By way of example, the following uses are specifically prohibited, however, prohibited uses are not limited to those examples listed here:

- (a) Construction. There shall be no buildings or structures of any kind.
- (b) Dredging or Dumping. There shall be no drilling, filling, dredging, or dumping of soil, spoils, liquid, or solid materials, except for noncommercial composting of uncontaminated natural materials and except as permitted under this regulation.
- (c) Walls: There shall be no walls.
- (d) Roads or Driveways. There shall be no roads or driveways, except as permitted under this regulation.
- (e) Motorized Vehicles. There shall be no use of motorized vehicles, except as permitted under this regulation.
- (f) Disturbance of Natural Vegetation: There shall be no disturbance of natural vegetation within wetland setbacks except for the following:
 - (1) Maintenance of lawns, landscaping, shrubbery, or trees existing at the time of passage of this regulation.
 - (2) Cultivation of lawns, landscaping, shrubbery, or trees in accordance with an approved Landscaping Plan submitted in conformance with this regulation.

(3) Conservation measures designed to remove damaged or diseased trees or to control noxious weeds or invasive species.

(g) Parking Spaces or Lots and Loading/Unloading Spaces for Vehicles: There shall be no parking spaces, parking lots, or loading/unloading spaces.

(h) New Surface and/or Subsurface Sewage Disposal or Treatment Areas. Wetland setbacks shall not be used for the disposal or treatment of sewage, except as necessary to repair or replace an existing home sewage disposal system and in accordance with recommendations of the Cuyahoga County Board of Health.

1108.09 NON-CONFORMING STRUCTURES OR USES IN WETLAND SETBACKS

(a) A non-conforming use, existing at the time of passage of this regulation and within a wetland setback, that is not permitted under this regulation may be continued but shall not be changed or enlarged unless changed to a use permitted under this regulation.

(b) A non-conforming structure, existing at the time of passage of this regulation and within a wetland setback, that is not permitted under this regulation may be continued but shall not have the existing building footprint or roofline expanded or enlarged.

(c) A non-conforming structure or use, existing at the time of passage of this regulation and within a wetland setback, that has substantial damage and that is discontinued, terminated, or abandoned for a period of six (6) months or more may not be revived, restored, or re-established.

1108.10 VARIANCES WITHIN WETLAND SETBACKS

(a) The Planning Commission may grant a variance to this regulation as provided herein. In granting a variance, the following conditions shall apply:

(1) In determining whether there is unnecessary hardship with respect to the use of a property or practical difficulty with respect to maintaining the wetland setback as established in this regulation, such as to justify the granting of a variance, the Planning Commission shall consider the potential harm or reduction in wetland functions that may be caused by a proposed structure or use.

(2) The Planning Commission may not authorize any structure or use in a Zoning District other than those authorized in the Zoning Code.

(3) Variances shall be void if not implemented within one (1) year of the date of issuance.

(b) In making a determination under Section 1108.09(a) of this regulation, the Planning Commission may consider the following:

(1) The soil type and natural vegetation of the parcel.

- (2) The Ohio EPA Category of wetland. Category 3 wetlands are the highest quality wetlands in the State of Ohio and should be protected to the greatest extent possible.
- (3) The extent to which the requested variance impairs the flood control, erosion control, water quality protection, or other functions of the wetland setback. This determination shall be based on sufficient technical and scientific data.
- (4) The degree of hardship, with respect to the use of a property or the degree of practical difficulty with respect to maintaining the wetland setback as established in this regulation, placed on the landowner by this regulation and the availability of alternatives to the proposed structure or use.
- (5) Soil-disturbing activities permitted in the wetland setback through variances should be implemented to minimize clearing to the extent possible and to include Best Management Practices necessary to minimize erosion and control sediment.
- (6) The presence of significant impervious cover, or smooth vegetation such as maintained lawns, in the wetland setback compromises its benefits to the City of Parma Heights. Variances should not be granted for asphalt or concrete paving in the wetland setback. Variances may be granted for gravel driveways when necessary.
- (7) Whether a property, otherwise buildable under the ordinances of the City of Parma Heights, will be made unbuildable because of this regulation.
- (8) In order to maintain the wetland setback to the maximum extent practicable, the Planning Commission may consider granting variations to other area or setback requirements imposed on a property by the Zoning Code.
- (9) In granting a variance under this regulation, the Planning Commission, for good cause, may impose such conditions that it deems appropriate to maintain the purposes of this regulation as outlined in Section 1108.01.

1108.11 PROCEDURES FOR VARIANCES & APPEALS

- (a) Any applicant seeking a variance to the conditions imposed under this regulation or an appeal to an administrative decision made under this regulation, other than a decision by the Planning Commission, may apply to or appeal to the Planning Commission. The following conditions shall apply:
 - (1) When filing an application for an appeal to an administrative decision, the applicant shall file a notice of appeal specifying the grounds therefor with the administrative official within 20 days of the administrative official's decision. Upon determining that the application is complete and upon receipt of the required fee of \$100, the administrative official shall transmit to the Planning Commission the application and a transcript constituting the record from which the administrative decision subject to

appeal was based. This transmission shall occur no less than fourteen (14) days prior to a regularly scheduled meeting of the Planning Commission in order to be placed on the agenda for that meeting.

(2) When applying for a variance, the applicant shall file a variance request with the Planning Commission.

(3) Applications for appeals or variances made under this regulation shall contain the following information:

- A. The name, address, and telephone number of the applicant;
- B. Proof of ownership or authorization to represent the property owner.
- C. The location of the property, including street address and permanent parcel number.
- D. The current zoning of the property.
- E. A description of the project for which the appeal or variance is sought.
- F. A description of the administrative decision being appealed or the conditions of the regulation from which a variance is sought.
- G. Names and addresses of each property owner within 500 feet as shown in the current records of the Cuyahoga County Fiscal Officer typed on gummed labels.

(4) Applications for variances or appeals of administrative decisions shall not be resubmitted to the Planning Commission within one (1) year of the date of a final decision by the Planning Commission on the original application, unless the applicant shows the Planning Commission either of the following:

- A. Newly discovered evidence that could not have been presented with the original submission, or
- B. Evidence of a substantial change in circumstances since the time of the original submission.

(b) A decision by the Planning Commission in response to an application for a variance request or an appeal of an administrative decision filed pursuant to Section 1108.10(a) of this regulation shall be final.

1108.12 INSPECTION OF WETLAND SETBACKS

The identification of wetland setbacks shall be inspected by the City of Parma Heights:

- (a) Prior to soil disturbing activities authorized under this regulation. The applicant shall provide the City of Parma Heights with at least two (2) working days written notice prior to starting such soil disturbing activities.
- (b) When evidence is brought to the attention of the City of Parma Heights that uses or structures are occurring that may reasonably be expected to violate the provisions of this regulation.

1108.99 PENALTY

- (a) Any person who shall violate any section of this regulation shall be guilty of a misdemeanor of first degree and, upon conviction thereof, shall be subject to punishment as provided in Chapter 698 and shall be required to restore the wetland setback through a restoration plan approved by the Planning Commission.
- (b) The imposition of any other penalties provided herein shall not preclude the City of Parma Heights from instituting an appropriate action or proceeding in a Court of proper jurisdiction to prevent an unlawful development, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, ordinances, rules, or regulations, or the orders of the City of Parma Heights.

ORDINANCE NO. 2023 - 81

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH RICHARD L. BOWEN + ASSOCIATES, INC. TO SERVE AS CITY ENGINEER, AND PROVIDING FOR PAYMENT FOR SERVICES RENDERED THEREUNDER, AND DECLARING AN EMERGENCY

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

Section 1. The employment of the firm of Richard L. Bowen + Associates, Inc., as appointed by the Mayor, is authorized, for the period beginning on January 1, 2024 and ending on December 31, 2025, to perform the services that may be required of said firm, as City Engineer, in accordance with the provisions of the Charter and Ordinances of the City of Parma Heights, and the contract between the City of Parma Heights and said Engineer, identified as Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten.

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

Section 3. This Ordinance is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality, and for further reason that engineering services are necessary in the regular conduct of the City’s business; 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

AGREEMENT

Between

CITY OF PARMA HEIGHTS, OHIO

&

RICHARD L. BOWEN + ASSOCIATES, INC.

For

CITY ENGINEERING SERVICES

THIS AGREEMENT made at Parma Heights, Ohio, effective _____, 2024 by and between the CITY OF PARMA HEIGHTS, 6281 Pearl Road Parma Heights, OH 44130 [hereinafter referred to as “CITY”], and RICHARD L. BOWEN + ASSOCIATES, INC., 2019 Center Street, Suite 500, Cleveland, Ohio, 44113 [hereinafter referred to as “CONSULTING ENGINEER”]; and PIETRO A. DiFRANCO, P.E. [hereinafter referred to as “CITY ENGINEER”]; and DAVID G. BRADT, P.E. [hereinafter referred to as “ASSISTANT CITY ENGINEER”].

WHEREAS, the CITY intends to employ a qualified Engineering and Architectural Consulting Firm authorized in the State of Ohio to perform professional engineering and architectural services necessary to meet the challenges and needs of the community through the coming years for and on behalf of the CITY as hereafter set forth; and

WHEREAS, the Mayor selected CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER as the persons and firm most qualified to perform the professional services required at a price that is fair and reasonable to the CITY;

WHEREAS, the Mayor desires said Agreement and terms thereof through December 31, 2025;

NOW THEREFORE, the CITY, CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER, each acknowledging the sufficiency of the consideration contained in the terms and conditions of the Agreement, agree as follows:

SECTION 1. BASIC SERVICES.

1.1 The SERVICES required to be performed by the CITY ENGINEER, ASSISTANT CITY ENGINEER, and the CONSULTING ENGINEER under this Agreement shall be the basic services provided to the CITY.

1.2 The CITY ENGINEER and ASSISTANT CITY ENGINEER shall receive a retaining fee in the sum shown in below per annum unless increased by Council.

	2024	2025
CITY ENGINEER	\$30,000.00	\$30,800.00
ASSISTANT CITY ENGINEER	\$15,000.00	\$15,400.00

The retaining fees shall be paid on a monthly basis commencing upon the effective date of this ordinance, and the amounts shall be subject to the contribution by the CITY and the CITY ENGINEER and ASSISTANT CITY ENGINEER, respectively, to OPERS for which they shall perform the following services:

- (a) Give advice to Council, the Mayor, residents, builders, etc. and other proper administrative officials on problems pertaining to engineering, zoning, building, etc.
- (b) Prepare formative or preliminary sketches, layouts, estimates or reports, concerning the advisability of proceeding with any public improvements contemplated by the Council.
- (c) Make recommendations regarding the engineering features of dedication plans, utility plans and such other requests of persons or firms as will require the use of the special knowledge possessed by the CITY ENGINEER and/or ASSISTANT CITY ENGINEER.
- (d) Review projects and prepare advisory reports for and, as necessary, attend regular City Council and Planning Commission meetings as needed and directed by the Mayor. The Mayor, in their sole discretion, shall determine when attendance at other meetings is needed.

- (e) Minor consultation and site inspection(s) with such authorized representatives of the City, providing such consultation requires no preparation of detailed plans, estimates or field investigations.
- (f) With respect to City projects, prior to performance of Additional Services and specifications for competitive bidding, perform such preliminary schematic design services and cost estimation so as to assist the Mayor and City officials with project planning and budgeting, including but not limited to review of site conditions.
- (g) Interpret and administer applicable laws, in consultation with city officials, in conjunction with development proposals, or compliance and enforcement thereof.
- (h) Provide assistance in the preparation of and filing of applications for Financial Assistance in the form of preliminary estimates of construction cost and minor engineering detail.
- (i) In providing the BASIC SERVICES set forth in paragraphs (a) through (h) above, CITY ENGINEER and/or ASSISTANT CITY ENGINEER shall be available and accessible to the Mayor an average of ten (10) hours per week, calculated over an extended period of time, and as set forth by a mutually agreed upon schedule. CITY ENGINEER and/or ASSISTANT CITY ENGINEER may be directed by the Mayor to keep office hours at City Hall, but are not required to be present at City Hall during the designated time, but shall insure that they are nonetheless at all times designated, available and accessible to the Mayor. When the CITY ENGINEER and ASSISTANT CITY ENGINEER are temporarily unavailable on such days to provide services due to illness, vacation or similar events, they may designate a qualified engineer in the CONSULTING ENGINEER'S office to temporarily provide such services.

Other than the retaining fee and OPERS contribution stated above, CITY ENGINEER and ASSISTANT CITY ENGINEER shall not receive any other wages or benefits from the CITY pursuant to this Agreement. All other fees and expenses are excluded from OPERS and are subject to the terms applicable to independent contractors.

SECTION 2. ADDITIONAL SERVICES.

2.1 The CONSULTING ENGINEER shall designate the CITY ENGINEER, ASSISTANT CITY ENGINEER, or another qualified engineer to furnish the following additional services to the CITY, if requested, according to the schedule or rates set forth in Paragraphs 2.2 and 2.3, and the authorizing procedures set forth in Section 4:

- (a) Prepare all necessary plans, profiles, specifications, and estimates of cost of every kind for public improvements including, but not limited to, minor roads and streets, off-street parking lots, retaining walls, sidewalks, and street resurfacing.

- (b) Serve as the authorized representative of the CITY and supervise the execution of public works undertaken by the CITY pursuant to plans and specifications approved by Council.
- (c) Furnish to the Council and/or any other CITY official plans, specifications and estimates of the costs of public improvements for the guidance of the Council and CITY Officials, and for the information and guidance of other persons dealing with the CITY.
- (d) Make and deliver to the Mayor and Council monthly reports of the progress of improvements under its charge which reports may be given orally at the City Council meetings.
- (e) The CONSULTING ENGINEER'S services shall be available to any department of the CITY or any official acting in his official capacity.
- (f) Assistance to the City in securing, tabulating and evaluating construction bids and furnishing an engineering assessment of the Contractor's capability to perform such public improvement.
- (g) Periodic visits to the site of the work by a duly qualified representative of the Engineer throughout the active construction periods for review of the progress and quality of the construction work to assure compliance with the specifications and to provide consultation with CITY representatives. The Engineer shall not be responsible for, nor have control of, construction means, methods, techniques, sequences; or for safety programs in connection with the work by the Contractor(s).

2.2 The CITY shall reimburse the CONSULTING ENGINEER for services rendered as follows:

- (a) For work done under Section 2.1 which involves public improvement project contracts to be awarded by the Board of Control, the compensation shall be in accordance with the following fee schedule:

<u>If the actual Cost of the Improvement Project is</u>	<u>Engineering Fee for Design of Improvement Project shall be</u>
\$ 0 to 100,000	12%
100,001 to 500,000	Base fee of 12% of the first \$100,000 plus 7.5% of the amount over \$100,000
500,001 to 1,000,000	Base fee of 8.4% of the first \$500,00 plus 6.8% of the amount over \$500,000
1,000,001 to 5,000,000	Base fee of 7.2% of the first \$1,000,000 plus 6.2% of the amount over \$1,000,000

The fees are payable as follows:

- (1) Seventy-five percent (75%) of the total fee shall be paid when contract plans, specifications and detailed estimates are completed and submitted to the CITY.
- (2) The remaining twenty-five percent (25%) of the total fee shall be payable in pro rata monthly payments in accordance with the estimated percentages of work completed by construction, until the aggregate of all payments shall equal the total remaining amount due under this Agreement as provided for in this Agreement.
- (3) That if any authorized work (covered by this Agreement) being performed by the CONSULTING ENGINEER shall be suspended, postponed, or abandoned prior to the completion and submission of the work to the CITY, the CONSULTING ENGINEER shall be reimbursed for services rendered on account of it, the payment shall be based as far as possible on the fee established in this Agreement or where the Agreement cannot be applied, then the basis shall be at the rate per diem. Payment for this work shall be within ninety (90) days of suspension, postponement or abandonment.
- (4) The fee provided in Section 2.2(a) hereof, shall cover all engineering services need for the improvement project, including preliminary estimates and reports, complete detailed plans and specifications, and preparation of monthly and final estimates for contractors' payments.

2.3 For engineering services not heretofore specified, the CONSULTING ENGINEER shall be compensated on a time spent basis as set forth in the schedule of hourly rates below, plus expenses, supplies and transportation.

(a) SCHEDULE OF HOURLY RATES

	2024	2025
City Engineer or Associate	\$ 104.00	\$ 106.00
Assistant City Engineer	\$ 104.00	\$ 106.00
Surveyor	\$ 82.00	\$ 84.00
Project Engineer	\$ 93.00	\$ 95.00
Draftsman	\$ 71.00	\$ 72.00
Designer	\$ 81.00	\$ 83.00
Construction Observation (City	\$ 61.00	\$ 63.00
Clerical/Administrative Assistant	\$ 42.00	\$ 43.00
Two Man Field Crew	\$ 127.00	\$ 129.00
Three Man Field Crew	\$ 181.00	\$ 183.00
Architect	\$ 155.00	\$ 157.00

- (b) The aforementioned Schedule of Rates in Section 2.3(a) shall cover the following services which the CONSULTING ENGINEER may provide:
- (1) Property, topographic, boundary, right-of-way, or grade surveys
 - (2) Line and grade stakes
 - (3) Resident Engineer
 - (4) Inspection of Construction
 - (5) Shop, mill or field inspection of materials
 - (6) Calculations of special assessments
 - (7) Cost of borings or other sub-surface explorations
 - (8) For special surveys, reports, etc., involving work not let by publicly bid contract for any and all duly authorized services not specified in Section 1 or 2, nor incident to nor in any way connected with the construction of public improvements.
- (c) Payment for services as heretofore set forth in Section 2.3 shall be made at the completion of each service and upon billing by the CONSULTING ENGINEER, setting forth the time, expense, supplies and transportation furnished.

SECTION 3. DOCUMENTS.

3.1 Plans and specifications, sketches, maps, drawings, linens, plats and similar finished documents prepared for the CITY and by the CITY ENGINEER, ASSISTANT CITY ENGINEER, or the CONSULTING ENGINEER, when completed, shall be deposited with the City, and shall be retained by the City as a record of the City of Parma Heights. The CITY shall have all property and proprietary rights with respect to such prepared documents.

SECTION 4. AUTHORIZATION FOR ADDITIONAL ENGINEERING WORK.

4.1 Engineering work other than that provided for in Section 1 shall not be undertaken by the CONSULTING ENGINEER unless specifically requested by the Mayor and authorized by purchase order approved by the Director of Finance or separate written contract signed by the Mayor and approved by the Director of Law and the Director of Finance. No other official shall authorize the CONSULTING ENGINEER to perform additional engineering services.

In the event of an emergency necessitating immediate additional services by the CONSULTING ENGINEER, services may be rendered pursuant to purchase order requested and approved by the Mayor and Director of Finance. The Mayor shall be the sole judge of whether a bona fide emergency exists.

SECTION 5. STATUS REPORT

5.1 On the first day of the month in which the term of this Agreement ends the CONSULTING ENGINEER shall provide a status report, in writing, of all work and projects then in process. A copy of such report shall be provided to the Mayor, and the Directors of Finance, and Law, and City Council.

SECTION 6. AUTOCAD

6.1 All sewers, water, sidewalks, and paving plans and plats shall be finalized by the CONSULTING ENGINEER in electronic format (AutoCAD) and shall be retained as hereinbefore provided, as a record of the City, with the City having all property and proprietary rights in such documents.

SECTION 7. TERM OF APPOINTMENT AND AGREEMENT

7.1 The term of the CONSULTING ENGINEER, CITY ENGINEER and ASSISTANT CITY ENGINEER and of this Agreement shall be for a twenty-four (24) month period commencing on January 1, 2024, and concluding on December 31, 2025. Beyond the aforementioned twenty-four (24) month period, this Agreement shall automatically continue under the conditions contained herein if the CITY and CONSULTING ENGINEER mutually do not discuss further terms.

7.2 It is further agreed that the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER shall be permitted to conclude engineering services after the term of his appointment and its agreement has ended, for sewer, water, paving, and sidewalk projects previously authorized by the City Administration and/or Council during term through the design phase thereof, which includes plans, profiles, specifications and estimates of cost as provided in Sections 1 and 2 of this Agreement.

7.3 This Agreement is non-exclusive to the extent that nothing herein shall be construed to prevent the CITY from engaging other City Engineers for specific projects during the term of this Agreement.

SECTION 8. COST

8.1 In reference to the provision of this Contract between the CITY and the CONSULTING ENGINEER permitting the CITY ENGINEER and/or ASSISTANT CITY ENGINEER to contract for material and supplies at cost, upon the expense of the CITY, it is agreed that no materials and supplies shall be so authorized by CITY ENGINEER or ASSISTANT CITY ENGINEER, for no single project, at a cost of Five Hundred Dollars (\$500.00) or more, without prior authorization from the Mayor.

SECTION 9. ACCEPTANCE OF OTHER EMPLOYMENT

9.1 Neither the CITY ENGINEER, the ASSISTANT CITY ENGINEER, nor the CONSULTING ENGINEER shall, without the consent of Council, during the term of this Agreement, accept any employment from any firm or corporation engaged in the business of establishing subdivisions or erecting buildings, or under contract for any public improvement, within the City of Parma Heights. The CITY ENGINEER, the ASSISTANT CITY ENGINEER, and the CONSULTING ENGINEER have been advised to comply with ORC 102.02 concerning refraining from any private work on CITY improvement projects for certain time period as specified in the aforementioned statute.

SECTION 10. DISPUTES

10.1 Except as this agreement otherwise provides, all claims, counterclaims, disputes and other matters in question between the CITY and the CITY ENGINEER, the ASSISTANT CITY ENGINEER, and the CONSULTING ENGINEER out of or relating to this Agreement or the breach of it will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Ohio, County of Cuyahoga.

SECTION 11. TERMINATION OF AGREEMENT

11.1 It is expressly understood and agreed that either the CITY or CITY ENGINEER and the CONSULTING ENGINEER may terminate this Agreement at any time by giving 30 days advance written notice to the other party either personally to the representative of that party who signed this Agreement, or by registered mail, return receipt requested, addressed to the principal office of that party. The ASSISTANT CITY ENGINEER shall not have any right to terminate this Agreement.

11.2 In the event that this Agreement is terminated by either the CITY or the CITY ENGINEER and the CONSULTING ENGINEER, the CITY ENGINEER and the CONSULTING ENGINEER shall only be entitled to be compensated for any BASIC SERVICES, ADDITIONAL SERVICES, and/or Other Engineering Services, as defined above, performed to the date of termination performed. Such compensation shall be based on the provisions set forth herein, if possible. For any services rendered to which these provisions do not apply, payment shall be based upon a per diem rate for the actual time spent rendering the services, computed by using the average rate for such services rendered by other comparable firms in Cuyahoga County, Ohio.

11.3 The Engineer shall be permitted to complete all started projects and design work in process only upon authorization of the Mayor and City Council; all other services shall cease at the end of thirty (30) days. The Engineer shall return to the City all maps, drawings and other City Records.

SECTION 12. INSURANCE

12.1 The CITY ENGINEER and CONSULTING ENGINEER shall comply with all workers' compensation laws of the State of Ohio and shall carry at least the following minimum private insurance coverage:

- a. General Liability and Comprehensive Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00 aggregate) for injuries, including those resulting in death, to any personal, and property damage. Said insurance shall be maintained in full force and effect during the life of this Agreement and shall protect the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER, their employees, agents,

and representatives from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from the negligent or wrongful acts, errors or omissions of the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER, their employees, agents or representatives in the performance of the services under this Agreement.

- b. Valuable Papers insurance in an amount sufficient to assure the restoration of any drawings, project manual pages, field notes, or similar data relating to the work under this Agreement, in the event of their loss or destruction, during the life of this Agreement.
- c. Professional Liability Insurance in an amount \$1,000,000.00 aggregate shall be carried by the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER to provide coverage for any errors, omissions or negligence by CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER, and their employees, agents, and representatives.

12.2 Certificates showing the CITY ENGINEER and CONSULTING ENGINEER are carrying all of the above described insurances in at least the above specified minimum amounts shall be furnished to the City Finance Director before the CITY is obligated to make any payment to the CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER for any services rendered by them under this Agreement. Such certificates for all such required insurances shall name the CITY as an additional insured party, except for professional liability insurance and workers' compensation, and shall provide for advance written notice to the CITY of not less than thirty (30) days prior to the effective date of any modification or cancellation of any such coverage.

SECTION 13. INDEMNIFICATION

13.1 The CONSULTING ENGINEER hereby agrees to indemnify and hold the CITY harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the acts, omissions and/or negligence of the CONSULTING

ENGINEER'S employees, subcontractors, materialmen, agents or others acting in concert with the CONSULTING ENGINEER.

SECTION 14. MISCELLANEOUS

14.1 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any employee or official of the CITY.

14.2 No assignment by a party hereto of any rights, obligations, or interests in this Agreement shall be permitted without the prior written consent of the other party; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

14.3 CITY and CITY ENGINEER, ASSISTANT CITY ENGINEER, and CONSULTING ENGINEER each binds itself, its partners, successors, assigns and legal representatives to all of the covenants, agreements and obligations contained in the Agreement.

14.4 If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, and unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 The interpretation, construction and enforcement of the provisions of this Agreement shall be made in strict conformance with the laws of the State of Ohio and the ordinances of the City of Parma Heights.

14.6 This Agreement shall be construed to inure to the benefit of, and be binding upon, all of the parties, and their respective successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year, and at the place, above first written.

CITY:
CITY OF PARMA HEIGHTS, OHIO

CITY ENGINEER:
PIETRO A. DiFRANCO, P.E.

Mayor Marie Gallo

Pietro A. DiFranco, P.E.

Date

Date

ASSISTANT CITY ENGINEER

David G. Bradt, P.E.

Date

Approved as to Legal Form:

CONSULTING ENGINEER
RICHARD L. BOWEN +
ASSOCIATES, INC.

Mark A. Schneider, Director of Law

(By) _____ (its) _____

Date

Date

RESOLUTION NO. 2023 - 82

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO PURCHASE ONE (1) FIRE PARAMEDIC VEHICLE FROM BURGESS AMBULANCE SALES AT A STATE PURCHASE PRICE OF \$329,557.00, AND DECLARING AN EMERGENCY

WHEREAS, the City has been awarded a 2023 Community Development Block Grant (CDBG), and grant funds have been allocated in the amount of \$150,000.00 for the purchase of one (1) Fire Paramedic Vehicle; and

WHEREAS, in order to equip the Fire Department and expend the CDBG grant funds, the Fire Chief has solicited quotes for the assembly and purchase of a Fire Paramedic Vehicle from manufacturers authorized by the Ohio Department of Administrative Services aka the State Purchasing Program; and

WHEREAS, Burgess Ambulance Sales proposes to assemble and deliver one (1) Fire Paramedic Vehicle to the City of Parma Heights for a sum not to exceed Three Hundred and Twenty-Nine Thousand, Five Hundred and Fifty-Seven Dollars (\$329,557.00), as described in Exhibit "A", attached hereto and incorporated by reference; and

WHEREAS, Council may authorize the purchase pursuant to the State Purchasing Program without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter, and Sections 145.08 and 145.09 of the Codified Ordinances.

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 is hereby authorized and directed to purchase from Burgess Ambulance Sales one (1) Fire Paramedic Vehicle and related safety equipment for the sum not to exceed \$329,557.00, as described in Exhibit "A", attached hereto and incorporated by reference.

Section 2: Council does hereby authorize the purchase pursuant to the State Purchasing Program without competitive bidding process pursuant to Article V Section 6 of the Charter, and Sections 145.08 and 145.09 of the Codified Ordinances.

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

Section 4: This Resolution is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality, and for the further reason it is necessary to place an immediate order to secure the vehicle and have the equipment installed for delivery for the efficient operation of the Fire Department; wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A



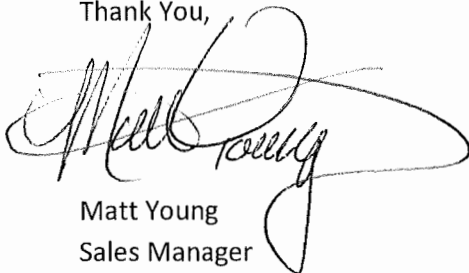
Parma Heights Fire Department
Attn: Matt Bernard

Dear Chief Bernard,

If you wish to purchase through Burgess Ambulance Sales (STS Contract #800749), the following is a proposal for 1 (one) 2023 Road Rescue Ultramedic Module Demonstrator, mounted on a Ford F550 4x4 Diesel Chassis for the sum of **\$329,557.00**. This price includes all applicable manufacturers rebates, as well as all of the standard and additional options listed in the enclosed work order.

All Road Rescue ambulances come with the standard Road Rescue warranty. Delivery will be in September or October of 2024. Please call me with any questions or concerns at 800-541-9518. This quote is valid for 30 days from the above date.

Thank You,



Matt Young
Sales Manager



QUOTATION

BASI Demo
 527 Wooster Road
 Loudonville, OH 44842

Burgess Ambulance
 Matt Young
 527 Wooster Road
 Loudonville, OH 44842
 MJP

Rev. Date: 10/05/2023
 Quote No: PINKED-0000
 Job/Order No: 619163
 10/06/2023 09:29:56

WO#: 619163

Page 1

PART NO	S	DESCRIPTION	QTY	REF. NO
== RR-Road Rescue Boilerplate - 1.017 11/12/21 ==				
ORDER COORDINATOR				
00-00-0016		Order Coordinator - Mitchell Pettis- (321) 441-8035	1	BID INFORMATION
INFORMATION				
00-01-0999		RR, Information - Scope, Purpose and Classification	1	
WARRANTY				
00-02-8100		RR, Warranty, Documentation	1	
00-02-8200		RR, Warranty, Module Structural	1	00.02.8200-14
00-02-8300		RR, Warranty, Electrical, Standard System	1	00.02.8300-14
00-02-8400		RR, Warranty, Paint	1	0599997-14
00-02-8500		RR, Warranty, Conversion	1	00.02.8500-14
== RR- Type 1 - UM 170" Module - 1.017 11/12/21 ==				
00-05-0103		RR, This unit built in accordance with KKK-A-1822F CN 10 Cabinet Requirements	1	
		This unit as specified meets all requirements of KKK-A1822-F Change notice 10.		
		All cabinets shall be labeled as to their capacity Rating.		
01- CHASSIS REQUIREMENTS				
FORD CHASSIS				
01-01-2632	U	RR, 2023 Ford F550, XLT 4X4, 193" W/B, 19,500 GVWR (Special Order) Estimated	1	1.1.220D
		Auto throttle OEM Ford		
		Dual Alternators OEM Ford		
		Mirrors, OEM, Heated/Remote		
		Cab seats OEM 40/20/40 split bench (Center removed)		
		New for 2020- Sync 3		
		Enhanced voice recognition communication and entertainment system		
		8" LCD Capacitive Touch screen in center stack w/swipe Capability		
		Pinch to Zoom capability		
		AppLink		
		911 assist		
		Apple carPlay and Android Auto		
		Smart-charging USB-C Ports (2)		
01-02-0100		Domestic Chassis	1	
CHASSIS OPTIONS				
ALTERNATORS				
01-03-1001		Alternator - Standard OEM	1	9980003
SUSPENSION				
01-07-0120		RR, Front Suspension, Ford F-Series (4x4)	1	
01-07-1009		RR, Front Sway Bar, OEM	1	
01-07-8007		RR, Rear Suspension, Liquid Spring- 2017+ F550, 19,500 GWV	1	1.7.8018
		Dump feature to be activated by the left rear entry door being opened.		

PART NO	S	DESCRIPTION	QTY	REF. NO
		The rear suspension shall only lower the module when the vehicle is in neutral or park and the parking brake is set.		
01-07-9000		RR, Rear Suspension Dump, Override Switch, (1), Momentary Dump feature to be activated by the left rear entry door. Override switch to be on right rear entry door	1	1.7.21.1
		Safety Triggers: (1) Dump switch to be 'on' position (2) Vehicle Must be in Park (3) Emergency Brake must be set (4) Module is to be in the 'On' position (5) Open Street side rear entry door (6) If Electric O2 lift, Door to that comp. must be closed.		
		HIGH IDLE		
01-13-1535		RR, Intermotive Module controllers, F series, Diesel ,2023+	1	1.13.15.35
		FRONT END ALIGNMENT		
01-17-7501		Front End Alignment, None- QC Check -Standard	1	
		CAB EXTERIOR OPTIONS		
01-19-0002		RR, Road Rescue Stainless Grille Logo, with Diamond grade Blue reflective backin Blue Diamond grade Reflective behind cut out.	1	1.19.0002
		OUTSIDE REAR VIEW MIRRORS		
01-20-0100		RR, Mirrors, OEM Standard	1	
		RR-CAB INTERIOR OPTIONS		
01-21-3500		RR, Insulation, Cab, Thinsulate in Cab Ceiling (STANDARD)	1	1.21.35.0
		RR-SAFETY OPTIONS		
		RR-TIRES / WHEELS		
01-23-4100		RR, Spare Tire Bracket, Delete Spare tire will be shipped loose.	1	
		WHEEL COVERS		
01-24-2003		RR, Wheel Covers, Phoenix w/ Lug Nut covers, F-Series	1	1.24.20.3
		BASE CONVERSION		
01-45-0608		RR, Conversion, Ultramedic, Type 1, 170 Module, Ford -23-1	1	
		02 - MODULE REQUIREMENTS		
02-01-1008		RR, Ultramedic, 170"L x 96"W Type 1 Module Ultramedic I - 170"L x 96"W Type I Aisle width to be 46". The interior headroom shall be 72"	1	2.1.7003.0
02-01-2100		RR, Interior Headroom, 72"	1	
02-01-9622		RR, Aisle Space, 46" , Ultramedic I	1	
		MATERIALS		
02-02-0070		RR, Sub floor Materials,	1	
02-02-0120		RR, Type I & Type III, Interior Materials	1	
02-02-1000		RR, Type I & Type III, Materials	1	
		03 - MODULE EXTERIOR UNDERCOATING		
03-02-0200		RR, Undercoating Module (STANDARD)	1	3.2.2.0
		EXTERIOR MODULE CONSTRUCTION		
03-03-0005		RR, Exterior Module Construction Specifications	1	
03-03-1400		RR, Module Roof Radius, 3" High (STANDARD)	1	
03-03-1500		RR, Extreme Bonding Tape (STANDARD)	1	
03-03-1600		RR, Sub-floor Gusset Supports (STANDARD)	1	
03-03-1700		RR, One Piece Side Body Panels (STANDARD)	1	
03-03-1800		RR, Reinforce Rear Header (STANDARD)	1	
03-03-1900		RR, Single Sheet Module Roof Sheet (STANDARD)	1	

PART NO	S	DESCRIPTION	QTY	REF. NO
DROP SKIRTS				
03-03-2010		RR, Drop Curbside Fwd Body Skirt, 5", Add Double Step, Light Duty Chassis Drop Curbside Forward Body Skirt, Add Double Step ahead of the Curbside Wheelwell - Drop curbside forward body skirt a total of 5 Inches lower than the rearward skirt and Incorporate a Double Step in the Side Entry Step well. (Ultramedic, Promedic only)	1	3.3.20.0
03-03-2110		RR, Drop Street side Fwd Body Skirt, 5", Light Duty Chassis	1	3.3.21.0
FUEL FILLS & SPLASH PLATE				
03-03-8005		RR, Housing Fuel Fill, Pocket, Square	1	3.3.80.5
DEF FILL HOUSING AND SPLASH PLATE				
03-03-8402		RR, DEF Fill, Housing, For Ford F series	1	3.3.84.1
SUB-FLOOR SYSTEM				
03-04-0140		RR, 1 Inch Composite Floor Pan	1	
03-04-0160		RR, Composite Floor Material	1	
03-04-1700		RR, Sub-Floor Assembly, Installation	1	
03-04-1800		RR, Sub-Floor Assembly, 1/8" PVC	1	
MODULE ENTRANCE				
03-05-0100		RR, Module Access, CS Door standard location	1	
03-06-0100		RR, Entry Doors, Hidden Hinge, Seal on Door ,W/Push Button Fail Safe Latching This includes the Fail Safe Latching mechanisms on all three entrance doors.	1	3.6.40.0
03-06-0700		RR, Hold Open Rear Door, Polished Cast Aluminum, Pin & Slot Style	1	3.6.7.0
03-06-0800		RR, Hold Open, Curb Side Entry Door, Heavy Duty Gas Spring Curbside Door Restraint - Heavy Duty gas spring hold opens. - Attached by 1/4" x 20 SS Machine Screws with 1/4" x 20 Nut Inserts into Corner Gusset in Door Side entrance door to open to 90+ degrees. (STANDARD)	1	3.6.8.0
03-06-1013		RR, Entry Door Handles, Trimark Logo Chrome/Black (Interiors Located top of door) ***** Relocate the Standard Interior Side and Rear Entrance Door Paddle Handles and Lock Boxes to the TOP of the doors. With Push button Emergency Release top and bottom of each door.	1	3.6.80.0
03-06-1700		RR, Door Lubrication, Paddle Handles and Latches (STANDARD) Lubricate all Door Hardware - All paddle handles, latches, rods and springs shall be lubricated prior to delivery.	1	
03-06-2201		RR , Magnetic Entry Door Switches (STANDARD)	1	3.6.22.0
03-06-2202		RR, Door Panel Mounting Screws (STANDARD)	1	
03-06-4200		RR, Coil Cords for Electrical Circuits (STANDARD)	1	
03-06-6065		RR, Power Door Locks, Module Entry Doors,w/Hidden Switch Install power door locks in side and rear entrance doors. Includes (2) lock/unlock switches, one at side door and one at rear door. Also includes (1) hidden switch in FRONT GRILLE for unlock function only. System will be tied to OEM chassis power locks, both systems to operate independently. Does not include wireless remote. hidden switch to be located in the front GRILLE on the passenger's side.	1	3.6.66.0
03-06-6107		RR, Bracket to Move Stealth Switch from Standard Location Relocate the Stealth switch to OEM grille area - curb side See CA Drawings.	1	3.6.61.7

PART NO	S	DESCRIPTION	QTY	REF. NO
03-06-8010		RR, Inner Door Panel - Stainless Steel , Two Piece (STANDARD)	1	3.6.15.0
03-06-8011		RR, Lock Boxes, White Diamond Grade	1	3.6.40.1
SIDE DOOR STEP				
03-08-2000		RR, Dual Side Entry Step Well, Increased Depth, Lower Grip, Upper Diamond Plate	1	3.8.20.0
		Increase the depth of stepwell inboard as far as sub structure permits. Side surfaces to be Diamond Plate. Step surface to be a combination of NFPA Diamond Plate and removable 9" Grip Strut insert. The Diamond Plate section of the floor to be supported with rigid foam floor insulation in the same manner as the module floor. The lower step with grip strut will include a drain hole with plug.		
		The second step to be fabricated of NFPA Diamond Plate and installed so that the step surface is midway between the stepwell floor surface and the module floor surface making two equal steps into the vehicle.		
03-08-3010		RR, Light, Side Entry Step well, LED, Whelen OS Mini, Clear	1	3.8.5.0
WINDOWS				
03-09-0030		RR, Module Window Requirements	1	
WINDOW- Side Entry Door				
03-09-1110		RR, Window, Side Entry Door, 18X18, Slider - Standard Glass	1	3.9.11.1
WINDOW - Rear Entry Doors				
03-09-1210		RR, Window, Rear Entry Doors, (2) 18 x 24, Fixed, Standard Glass	1	3.9.12.1
MODULE TO CHASSIS MOUNTING SYSTEM				
03-10-1100		RR, Module to chassis mounting system, Type 1 Ford Long WB	1	3.10.5000
03-11-2000		RR, Bellows, Connecting, Type I	1	
REAR BUMPER AND REAR STEP CONSTRUCTION				
03-12-1800		RR, Rear Bumper, Recessed 9" Pocket, Flip-up	1	3.12.18.0
03-12-3020		RR, Bumper Pods, CPI Cast Aluminum w/RR Logo. (UM & UM-150)	1	3.12.30.0
		Cast Products Bumper Pods, High Polish Finish. Mounted on the outboard rear step bumper frame members. The CPI cast aluminum pod shall include a RR Logo embossed in the cast pattern on the step tread.		
03-12-5600		RR, Tow Eyes, Rear Chrome with 6" x 6"x 6" Deep Box	1	3.12.56.0
		Mounted to Steel Reinforcement Plate bolted to the OEM Chassis Frame Rails. Tow Eyes to be Recessed In Rear Kick Panel in cast aluminum box's that are 6" x 6" x 6" deep. (Ultramedic, Promedic Only)		
INSULATION				
03-13-2220		RR, Whisper Quiet, Sound Dampening/Thermal Insulation Package (UM)	1	3.13.22.0
		Whisper Quiet - Sound Dampening/Thermal Insulation Package. (ULTRAMEDIC AND PROMEDIC)		
ELECTROLYSIS PREVENTION				
03-14-4000		RR, Electrolysis Prevention, Fluid Film	1	
		Fluid Film is used at Every Point Where the Mounting Process has the Propensity to Break Paint (STANDARD)		
COMBINATION RUB RAIL AND FENDER RING				
03-15-2000		RR, Rub Rail, Skirt Line and Fender Ring	1	3.15.20.0
		Extruded Black Rubber Rub Rail and Fender Ring - The lower body Rub Rail and Fender Ring to made of Black extruded rubber. The aluminum extrusion that the rubber rub rail and fender rings sets into for added strength will stand off of the exterior body with nylon spacer for ease of cleaning between the rub rail and the exterior body. The rub rail and fender ring assembly will then be through bolted to the lower body. The lower body rub rails will transition to the fender ring and will have polished aluminum corner caps. At each end of the rub rails there will be a polish aluminum end caps. The rubber rub rail extrusion to accept multiple selections of reflective vinyl color inserts.		

PART NO	S	DESCRIPTION	QTY	REF. NO
03-15-5110		RR, White Scotchlite Insert for Rubber Rail	1	3.15.51.1
SPLASH GUARDS AND RUNNING BOARDS				
03-16-1521		RR, Running Boards, Diamond Plate, Type I , Ford 2017+	1	3.16.15.21
03-16-1800		RR, Mud Flaps, Rear, Black w/ Road Rescue Logo	1	3.16.18.0
		Heavy Duty Rubber Mud Flaps w/ RR Logo		
		- Heavy Duty Rubber Mud Flaps to be bolted to the wheel liner behind the rear duals with 1/4" x 20 Stainless Steel bolts, washer and nylon locknut for ease of maintenance and repair (STANDARD)		
DRIP RAILS				
03-17-1000		RR, Drip Rails	1	
		Polished Aluminum Drip Rails - Above All Doors, Entry and Compartment (Standard)		
03-18-1000		RR, Wheel well liners	1	
		Aluminum Wheelwell Liners - Extending to Bottom of Skirt (Standard)		
CAB TO MODULE ACCESS				
03-19-1100		RR, Pass Thru Window, Type 1 Ford,GM or Dodge	1	3.19.49.0
		Includes a Lexan sliding window in the module. The window shall have a positive latch on the cab side.		
03-19-1113		RR, Pass Thru Opening, Type I	1	3.19.11.0
LICENSE PLATE HOLDER				
03-20-0550		RR, Rear License Holder Location, Center Recessed in Bumper Pocket	1	3.20.5.5
EXTERIOR COMPARTMENT CONSTRUCTION				
04-01-0100		RR, Exterior Compartment Construction, Heavy Duty	1	
04-01-3000		RR, Door Sill Protection, Stainless Steel.	1	
		Door Sill Protection - Install Stainless Steel sill protector on lower edge of all door frames to prevent paint damage. (STANDARD)		
EXTERIOR COMPARTMENT DOORS				
04-02-0100		RR, Compartment Door, Hidden Hinge, Seal on Door (UM)	1	4.2.100
04-02-0715		RR, Compartment Handles, Exterior, TriMark Logo Chrome/Black (UM)	1	
		TriMark Two-Point Cast w/Polished Chrome Paddle Handle and Housing, Locking and Non-Locking, with floating cam - Mounted in CNC Cut Opening in Each Compartment Door Skin w/OEM Clamp Assembly. (STANDARD ULTRAMEDIC)		
04-02-0741		RR, Compartment Handle, TriMark Logo Chrome/Black, Paddle, Street side, locking	3	4.2.7.41
		For single doors or Leading doors Compartments #1, #2, and #4.		
04-02-0746		RR, Compartment Handle, TriMark Logo Chrome/Black, Paddle, Street side, Non-Lock	1	4.2.7.46
		For Trailing doors on the street side. Compartments #2 or #4.		
04-02-0751		RR, Compartment Handle, TriMark Logo Chrome/Black, Paddle, Curbside, locking	2	4.2.7.51
		For single doors or Leading doors on the curbside Compartments #6, #6.5, #8		
04-02-0758		RR, Compartment Handle, TriMark Logo Chrome/Black ,Drop Door or Drawer, Locking	2	4.2.7.58
		For Drop down doors or drawers on either side of unit. Compartments #3 & #8.5		
04-02-0850		RR, Compartment Door Locks, 2015 TriMark	1	
		Compartment Door Handle Manual Locks. - All doors shall incorporate		

PART NO	S	DESCRIPTION	QTY	REF. NO
		double cut, non-directional tumbler assemblies that are keyed alike (STANDARD)		
04-02-0900		RR, Compartment Rotary Latches	1	
04-02-1000		RR, Compartment Door Nader Pin	1	
04-02-1200		RR, Compartment Door Lubrication, Door Handles and Latches	1	
04-02-1300		RR, Compartment Door Reflectors	1	4.2.13.0
		All exterior compartment doors shall have a red reflector mechanically attached to the lower outboard corner of the door.		
04-02-1500		RR, Compartment Door Switches, Magnetic	1	4.2.15.0
04-02-2010		RR, Compartment Door Panel, Inner, Diamond Plate	1	4.2.20.1
04-02-2500		RR, Compartment Door, Panel Mounting Screws	1	
04-02-5999		RR, Power Door Locks, Exterior Compartments	1	
04-02-6010		RR, Exterior Compartment #'s 1, 2, 4, 6 & 8, Only	1	4.2.61.0
04-02-6040		RR, Add Power Door Lock to #3 Comp.	1	4.2.64.0
04-02-6050		RR, Add Power Door Lock to #6.5 Comp.	1	4.2.65.0
04-02-7801		RR, Compartment Door, Gas Struts	1	
04-03-2300		RR, Compartment Lights, Exterior, Additional Flexible LED Strip (Per Comp) Additionally #3	1	4.3.23.1
04-03-2400		RR, All Standard Compartment Lights, LED, Flexible Strip Two (2) Vertical strips in each exterior compartment installed, one (1) on each side of the opening. The compartment #1 lights will be also wired to Oxygen light switch in action area.	1	4.3.24.0
EXTERIOR COMPARTMENT INTERIOR				
04-04-1000		RR, Exterior Compartment, Interior Finish, Polyurethane Coated Exterior Compartment Interior Polyurethane Rubberized Liner Color Choice. Rubberized polyurethane coating applied to the surfaces of ALL exterior compartment walls and dividers. Does not include slide out battery tray or mounting angles. Battery Tray to be raw aluminum. NOTE: If there is not a slide out battery compartment in the order the #8.5 exterior compartment area will be Polyurethane lined.	1	
04-04-1002		RR, Color, Light Gray	1	4.4.10.2
04-04-2000		RR, Exterior Compartment, Floor Matting "Turtle Tile" Compartments #1 #2 #3 #4 #6 #6.5 #8	1	4.4.20.0
04-04-2001		RR, Color, Black	1	4.4.20.1
EXTERIOR COMPARTMENT SHELVING				
04-05-0001		RR, Exterior Compartment Shelving and Unistrut All exterior shelving Unistrut shall be welded to the walls prior to any compartment wall finish. Where specified, exterior adjustable shelves shall be box pan formed of a minimum .125 inch Aluminum Diamond Plate and corners shall be welded. Shelves shall be infinitely adjustable, and securely mounted to heavy gauge aluminum Unistrut track. (Standard)	1	
04-05-1000		RR, Compartment Shelving, Diamond Plate Diamond Plate Exterior Compartment Shelving. (STANDARD)	1	

PART NO	S	DESCRIPTION	QTY	REF. NO
COMPARTMENT #1 - STREETSIDE FWD				
04-06-0001		RR, Compartment #1, EXTERIOR	1	
04-06-0010		RR, Compartment #1, Electrical Storage	1	4.6.11.0
		#1 Compartment Electrical Storage - Recessed into the bulkhead side of compartment #1 shall be an enclosed area for the installation of miscellaneous electrical components. The aluminum cover for this area to be installed with 'J' molding The 'J' molding to be full length of panel on bottom and inboard side. Outboard side of panel to be secured with mechanical fasteners. (STANDARD)		
04-06-0020		RR, Compartment #1, Full Height, Standard Configuration (UM)	1	4.6.12.0
04-06-1505		RR, Compartment #1, Shelf, Fixed	1	4.6.155.0
		L Shelf located above O2.		
		See CA Drawings.		
COMPARTMENT #2 - STREETSIDE FWD WHEELWELL				
04-07-0010		RR, Compartment #2, EXTERIOR	1	
04-07-0600		RR, Compartment #2, Standard Configuration, (UM)	1	4.7.6.0
		#2 Compartment to be directly behind the #1 compartment and below the interior action area shelf on the street side of the module. (STANDARD Ultramedic)		
04-07-2610		RR, Compartment #2, Shelf Adjustable, First Shelf Standard (Ultramedic).	1	4.7.261.1
COMPARTMENT #3 - STREETSIDE WHEELWELL				
04-08-1000		RR, Compartment #3, EXTERIOR	1	
04-08-3320		RR, Compartment #3, Drawer, 8.5"H x AWAP, Raise CPR Seat	1	4.8.332.0
		#3 Compartment shall be directly over the wheel well on the street side of the module. The compartment door shall be attached to a slide out tray mounted with two slides.		
COMPARTMENT #4 - STREETSIDE AFT				
04-09-0001		RR, Compartment #4, EXTERIOR	1	
04-09-3000		RR, Compartment #4, 3/4 Height, Standard Configuration	1	4.9.30.0
		Full Height #4 Compartment streetside rear of module with Interior Upper left #4 Cabinet - #4 Compartment to be full height to bottom of upper left #4 cabinet.		
04-09-4505		RR, Compartment #4, Shelf Adjustable, First Shelf	1	4.9.451.1
		Approximately evenly spaced in the compartment with the other shelf.		
		See CA Drawings.		
04-09-4520		RR, Compartment #4, Shelf Adjustable, Additional, Each	1	4.9.452.0
		Approximately evenly spaced in the compartment with the other shelf.		
		See CA Drawings.		
COMPARTMENT #6 - CURBSIDE AFT				
04-11-0084		RR, Compartment #6, EXTERIOR	1	
04-11-0600		RR, Compartment #6, Standard Configuration (UM)	1	4.11.6.0
04-11-2060		RR, Compartment #6, Divider, Fixed (UM)	1	4.11.456.0
		Installed centered in the compartment.		
04-11-4510		RR, Compartment #6, Shelf Adjustable, First shelf	1	4.11.451.0
		(1) Located from the divider to wall #3 at the bottom of the INT/EXT access.		

PART NO	S	DESCRIPTION	QTY	REF. NO
		See CA Drawings.		
04-11-4520		RR, Compartment #6, Shelf Adjustable, Additional, Each (2) Approximately equally spaced from the bottom shelf to the top of the compartment from the divider to wall #3 in the INT/EXT access.	2	4.11.452.0
		See CA Drawings.		
04-11-4625		RR, Compartment #6, Safety Bar across for Backboards 68" from floor height, Wall #1 to fixed divider polyurethane coated to match compartment.	1	4.11.4625
04-11-4631		RR, Compartment #6, Equipment Strap, Quick Release, Plastic Buckle, Each (1) equipment restraint strap with Plastic quick release buckle Location: Installed approximately mid height from wall #1 to the divider. See CA Drawings.	1	4.11.463.0
		RR, Compartment #8, EXTERIOR		
04-14-1425		RR, Compartment #8, Reduced Height Door Exterior compartment #8 shall be the forward most compartment on the curbside of the module allowing interior / exterior access to the interior ALS cabinet. This compartment shall be per the size and configuration shown in the CA Drawings.	1	4.14.15.0
		RR, Compartment #8.5, EXTERIOR		
04-15-0400		RR, Compartment #8.5, Drawer Style Battery Box Configuration Battery access door mounted slide out battery tray. The interior of the battery compartment to be made of POLYURETHANE COATED ALUMINUM. Battery Tray to be raw aluminum.	1	4.15.4.0
		INTERIOR TRIM AND FEATURES		
		New Interior Trim - All cabinet and wall panel aluminum trim to be Gray anodized. (No Black trim to be used). All protective corner trim will be Opaque and will include a matching domed end cap. (STANDARD)		
		INTERIOR ADJUSTABLE SHELVES		
		INTERIOR TRIM		
05-05-1000		RR, Interior Trim, Standard	1	
		HEADLINER		
05-06-1100		RR-Ceiling Medical Device Rail (UM & UM-150)	1	5.6.11.0
05-06-1210		RR, Headliner, Vinyl Ceiling, No Seams (UM & UM-150)	1	5.6.12.0
05-06-1802		RR, Ceiling Medical Device Rail. White LED Strip Lights,(UM & UM-150)	1	5.6.18.0
05-06-1902		RR, Ceiling Medical Device Rail, Red/Amber LED Turn/Brake Strip Lights (UM & UM-	1	5.6.19.0
		FLOORING		
05-07-1000		RR, Flooring, Aluminum Floor/Wall Cove Molding (STANDARD)	1	5.7.5.0
05-07-1400		RR, Flooring, Stainless Steel Rear Threshold, 45 Degree Chamfered (STANDARD)	1	5.7.14.0
05-07-3000		RR, Flooring - Lonplate II Choice	1	
05-07-3002		RR, Color - 421 Mica	1	5.7.30.2
05-07-9895		RR, Floor, Curbside Stainless Steel Threshold, 4"wide,Safety Walk Anti-Skid Tap	1	5.7.61.0
		HEAD BUMPERS		
		BACKRESTS		
		Rear Entry Door Grab Handles		
05-10-1301		RR, Rear Entry Door Grab Handles, "L" Bars, 16" Anti-Microbial "L" Bars - 16" Anti-Microbial. 1.25" Diameter stainless steel "L" Bars	1	5.10.13.1

PART NO	S	DESCRIPTION	QTY	REF. NO
		mounted to each rear door. Approximately 16" wide by 26" high. Clear Anti-Microbial finish.		
Side Entry Door Grab Handle				
05-10-1401		RR, Side Entry Door Grab Handle, "L" Bar - 19" Anti-Microbial "L" Bar - 19" Anti-Microbial. 1.25" Diameter stainless steel "L" Bars mounted to side entry door. Approximately 19" wide by 24" high. Clear Anti-Microbial finish.	1	5.10.14.1
Ceiling Grab Rail - Center				
05-10-1903		RR, Ceiling Grab Rail, Center 108" Anti-Microbial	1	5.10.19.3
05-10-2201	S	RR, Ceiling Grab Rail, Curbside over CPR Seat 72" Anti-Microbial	1	5.10.22.1
05-10-2217		RR, Grab Rail, Vinyl Padding, Overhead, Over Cot	2	5.10.85.0
IV FLUID HANGERS				
05-11-4000		RR, IV Hangers, CPI #IV2008 (STANDARD)	1	
05-11-4002		RR, IV Hangers, Quantity (2) See CA Drawings.	1	5.11.40.2
LEFT STACK AND BULKHEAD AREA #1				
05-12-0010		RR, Interior Street side #1 - Left Stack and Bulkhead	1	
05-12-0200		RR, Upper Bulkhead Cabinet, Double Doors Upper Bulkhead Electrical Cabinet, Double Doors - Install double hinged Kydex Thermoplastic or multi-spec (picked in the proper section of work order) doors with locking latch on the right hand door and center mullion on the left hand door on the standard upper bulkhead electrical cabinet. (STANDARD)	1	5.12.20.0
05-12-02SR	U	Left Stack Venting SR#2023361F (2) Fans on the left stack located per mechanical engineering design. The 12V fans to the left stack radio/inverter cabinet to help move heat generated by inverters and chargers. The fan on the door shall operate as intake and the other fan shall be exhaust. Cover the fans with louvers. Fans shall be wired ignition and shoreline hot.	2	10156335
05-12-1610		RR, Left Stack, Storage Area #1, 45 Deg Angled, CN 10 Certified A two section vertical cabinet shall be provided behind the attendant seat on the street side forward corner on a 45 degree bevel that includes the access doors to the cabinet. The lower cabinet door shall be aluminum with plastic laminate and the upper cabinet shall be a Single One Hand Operation hinged Polycarbonate door.	1	5.12.1610
05-12-1640		RR, Bulkhead Cabinet, Lower (2) Rear Facing Doors The patient compartment shall include a lower bulkhead cabinet located between the existing vertical left storage/radio cabinet and the ALS cabinet. The cabinet shall include (2) hinged aluminum and Kydex Thermoplastic or multi-spec doors with locking latch, (1) adjustable shelf, and a solid surface countertop with retaining lip.	1	5.12.164.0
05-12-1810		RR, Shelf Adjustable, Left Stack, First Shelf For C1.	1	5.12.181.0
ACTION WALL AREA #2				
05-13-0010		RR - INTERIOR STREETSIDE #2 - ACTION AREA	1	
05-13-0700		RR, Action Wall Area #2, Medical Device Rail	1	5.13.7.0
05-13-0802		RR, Cabinets, Upper Left U2 and U2.5, Std Configuration (UM), CN 10 Certified - (2) Cabinets over Action Area with sliding doors and restocking feature.	1	5.13.0802

PART NO	S	DESCRIPTION	QTY	REF. NO
		The forward UL #2 and the rearward UL #2.5 cabinets to include (1) adjustable shelf in each cabinet. The attendant switch panel and environmental controls to be built into a separate 6" high section below the Upper Left #2.5 cabinet and tilted slightly down for ease of accessibility to the attendant.. (STANDARD Ultramedic, Promedic)		
05-13-2200	S	RR Countertop, Forward & Rear action area, bulkhead counter, c/s work station	1	
05-13-2217		RR, Avonite New Concrete, 7842	1	5.13.22.17
RR-Interior Street side #3 - CPR Seat				
05-14-05SR	U	Streetside - CPR Seat, Fixed Lid Configuration SR#2023361F	1	10480094
		- The CPR seat shall include a fixed seat. The CPR seat shall include a 2" foam seat and backrest, the upper and lower sections will be padded on both sides for added protection.		
		NOTE: The CPR seat will have a fixed lid.		
05-14-2560		RR, CPR Seat, Seat Belt, 4 Point (Per4Max) Black, Change Notice 8-Compliant Above Lid mounted	1	5.14.102.31
05-14-4106		RR, CPR Seat, RR Backrest and Head Cushion, RR Logo, (1) Set, Royal Blue	1	5.14.28.6
RR, INTERIOR STREETSIDE #4 - REAR AREA				
05-15-1001		RR, Cabinet, Upper Left U4, Standard Configuration- CN 10 Certified Upper left U4 cabinet with sliding poly carbonate doors with spring loaded latching handles, restocking feature with spring loaded exterior integral latch and (1) adjustable shelf.	1	5.15.1020
SQUAD BENCH AREA				
05-16-0010		RR, INTERIOR CABINETS - SQUAD BENCH AREA	1	
05-16-00SR	U	Curbside Squad Bench - Two Piece Lid - (1) Hinged & (1) Fixed SR#2023361F	1	10363163
		The rear squad bench lid will be fixed and the forward lid will be hinged.		
		See CA drawings.		
05-16-0146		RR, Squad Bench, Curbside, One Piece Hinged Lid	1	5.16.50.1
05-16-0151		RR, Squad Bench, Medical Device Rail	1	
05-16-0153		RR, Squad Bench, Latch, Lid, Tri Mark,	1	5.16.60.2
05-16-0158		RR, Squad Bench, Seat Belts, Two 4-Point belts (Per4Max) Black, CN-8 Above the Lid Mounted	1	5.16.102.51
05-16-0176		RR, Squad Bench, RR Backrest and Head Cushion, RR Logo, (1) Set, royal Blue	2	5.14.28.6
05-16-01SR	U	Custom Cabinet - Head of Squad Bench SR#2023361F	1	10551175
		Custom cabinet at head end of Squad Bench area with one drawer, opening towards the bench - Notched out under the drawer for access to the waste & sharps drawer (drawer picked separately in the order). This cabinet will have an avonite counter top, with no retaining lip.		
		Drawer shall be 10" deep, and shall use 10" non locking slides. Face of the drawer to be finished with multispec or kydex (picked in the proper section of the order). Drawer shall use (1) round locking latch.		

PART NO	S	DESCRIPTION	QTY	REF. NO
05-16-8400		RR, Upper Squad Bench, Cabinet, 9"H, 72" Headroom ONLY There shall be a cabinet located above the squad bench. The cabinet will be approximately 9"H x 8-1/2"D and will be the same length as the squad bench. The cabinet shall be divided into two (2) separate sections by a fixed center divider. Each section will have 3/8" Lexan lift up doors with restocking feature and locking latches. Does not include shelves. The distance between the top of the squad bench cushion to the bottom of the cabinet cushion shall be a minimum of 43" in compliance with KKK-A-1822F requirements for head clearance.	1	5.16.84.0
05-16-9915		KKK Compliancy Regarding Overhead Cabinetry The inclusion of a cabinet over the squad bench or CPR seat on a unit with less than 72" headroom will result in the unit not meeting KKK specification requirements. The end user has been informed of the KKK requirements and this cabinet has been added at the request of, and according to the specifications of, the end user.	1	CABINETRY
BIOHAZARD- RR, INTERIOR - BIOHAZARD				
05-17-2000		RR, Glove Butler(s)	1	
05-17-2100		RR, Glove Butler (3) Total, Over Curbside Entry, Drop down Door (3) Glove Butler II glove boxes installed above the side module entrance door inside a cabinet with drop down door and (2) locking latches. Door to be Kydex Thermoplastic or multi-spec covered and bottom hinged to tip out for restocking. Access holes to be cut in door for glove removal.	1	5.17.210.0
05-17-32SR	U	RR, Access, Waste & Sharps, Through Top, Head of Squad Bench SR#2023361F	1	10321568
Combination Waste and Sharps storage area at head of squad bench. Waste and Sharps to be removable through a lift up lid. Lid to have a locking latch. Includes 8 quart waste container and 1.7 8 quart top loading sharps container.				
Sharps / Waste access setup in a drawer with 14" non locking slides, round southco locking latch, finish the face of the drawer with kydex thermoplastic or multispec (picked in the proper section of the order).				
CURBSIDE RIGHT STACK STORAGE #8				
05-18-0010		RR, INTERIOR CURBSIDE - RIGHT STACK STORAGE #8	1	
05-18-0600		RR, RF ALS, Upper Heater, A/C Unit, Standard Configuration (UM & UM-150)	1	
05-18-0810		RR, RF ALS, Stainless Steel Vents for Air Intake	1	
05-18-1010		RR, RF ALS, "A" Style Standard, CN 10 Certified (UM & UM-150)	1	5.18.1010
05-18-51SR	U	RR, U8, Drug Cabinet, 16" Dual Aluminum Doors, Interior Access SR#2023361F	1	
CABINET U8 - Below the top section area shall be a cabinet with a Kydex Thermoplastic or multi-spec covered , locking aluminum double doors that is hinged vertically the LH/RH. The height of the cabinet below the heat A/C shall be 16 in. high and will have (1) adjustable shelf. The RH door shall have (1) round locking latch, and the LH door shall have a center mullion.				
See CA Drawings.				
05-18-5326	S	RR, L8, Cabinet, ALS Gen II, OHO Polycarbonate Doors,(2) Adj Shelves, I/O CN10	1	
CABINET L8 - The lower section of the right front ALS cabinet shall have interior and exterior access and shall contain (2) adjustable shelves. The double interior access doors shall be Gen II OHO polycarbonate double doors. The interior walls of this area to be lined with flooring material and				

PART NO	S	DESCRIPTION	QTY	REF. NO
		the floor of this section shall incorporate an angled stainless steel threshold designed to facilitate removal of equipment from the floor of the cabinet without catching on the lower frame edge.		
ATTENDANT SEAT				
05-19-0500		RR, Attendant's Seat, EVS 1880, Child safety, Comfort, Per4Max Belt-Black	1	
05-19-0506		RR, Color - Royal Blue	1	5.19.5.6
05-19-6501		RR, Attendant's Seat Base, EVS Swivel 2 Pos	1	5.19.65.1
RR-INTERIOR COLORS				
05-20-2000		RR, Multi-Spec Interior Surfaces	1	5.20.2000
05-20-2003		RR, Color, Arctic Blue #99-604	1	5.4.12.3
05-20-5300		RR, Upper Band Vinyl Color, Cabinets and Stitched Cushions Upper Band Vinyl Color Choice for cabinets and stitched cushions.	1	
05-20-5336		RR, Color, Royal Blue	1	5.20.53.36
05-20-5500		RR, Lower Band Vinyl Color, Vacuum Formed Cushions	1	
05-20-5536		RR, Color, Royal Blue	1	5.20.55.36
05-20-9850		RR, Poly carbonate Color Choice	1	
05-20-9851		RR, Poly carbonate, Gray 1/4" poly carbonate	1	5.20.9851
RR-MISC. INTERIOR OPTIONS				
05-21-2520		RR, Security Lock (1) RCI Electric Lock w/ Remote Keypad ,For Hinged Door Locking top section of ALS Cabinet Keypad located near the U8 cabinet as shown on the CA Drawings.	1	5.21.252.0
05-21-5002		RR, Squad Bench & Lower Left, 11 Inch Brushed Stainless Kick panels There shall be a stainless steel kick panel on the face of the streetside lower left wall and curbside squad bench. The kick panel shall be approximately 11 inches high and shall run the full length of the squad bench and lower left wall.	1	5.21.51.0
05-21-7050		RR, Interior Access, #6 Compartment, w/ Hinged Poly carbonate Door, CN 10 Certif The patient compartment shall include a inside/outside access to the #6 compartment. The access opening will include an Gen II OHO Polycarbonate door with an integral latch. The access will be installed at the forward portion of the #6 compartment, and facing the aisle. The door will extend from the highest possible/practical point of the compartment down to the level of the squad bench lids and will be full width from compartment wall to divider. Exterior shelf retaining lip to be aligned with door opening.	1	5.21.7050
05-21-8500		RR, Cabinet Latch, Southco 2" Round, Stainless Locking, CN 10-Rated 10lb	17	5.21.85.0
06-01-0100		RR, General Wiring, General Harness	1	
CAMERAS				
06-06-1016		RR, Camera - WHT Ext B/U, ZORG over Rear Doors for Ford F-series Install one (1)Zorg white IR color camera. Exterior mounted and connected to vehicle's OEM display.	1	6.6.1016
RR-COMMUNICATION				
06-06-1601		RR, Two Way Radio Routing Path Cab to Module (STANDARD)	1	
06-06-1700		RR, Two Way Radio Pre wire, 12VDC Power & Ground (STANDARD) #8 gauge Red power and Black ground wiring will be labeled appropriately for future installation by a radio technician. The Black ground wire to be connected to a main ground point, the Red power wire to be left unconnected near a direct to battery connection point inside the power distribution cabinet. Both wires to route to the lower section of the Left	1	6.6.17.0

PART NO	S	DESCRIPTION	QTY	REF. NO
		Stack/Radio Cabinet and be of sufficient length to allow routing to the Cab Console as an alternate radio installation location. Wires to be labeled at both ends.		
06-06-3002		RR, Antenna UHF/VHF, (2) Bases and Cables #1 Antenna base location: Port 1 Coax termination: L1 Cabinet #2 Antenna base location: Port 2 Coax termination: L1 Cabinet	1	6.6.30.2
06-06-6000		RR, Radio Power, (1) 8 Gauge 12VDC Power/Ground The vehicle shall be equipped with (1) additional #8 gauge power and ground wire pair. The Black ground wire to be connected to a main ground point, the Red power wire to be left unconnected near a direct to battery connection point inside the power distribution cabinet. Both wires to route to the Cab Console. Wires to be labeled at both ends	1	6.6.60.0
RADIO AND CLOCKS				
06-07-6500		RR, Clock, Digital Lacrosse Atomic, 12/24 Hour, Over Rear Doors 07 - ELECTRICAL 12 VOLT DC	1	6.7.65.0
07-00-0121		RR, Electrical System 12V, PC System, Type 1	1	
07-01-0010		RR, Crct Pwr Accs.,Ign/Shrline,1-20 amp 12VDC to 2 locs,W/O,PD9130 chgr (1) 10 amp lead shall be coiled up behind the A./A panel for future use. (1) 10 amp lead shall be coiled up behind the drivers seat in the cab, for future use. Note: This code will be used when and additional battery charger has already been installed, the PD9130 will not be used with this option.	1	7.01.0010
07-02-1000		RR, Voltmeter - Standard	1	
07-02-1100		RR, Alarm,Low Voltage,With Buzzer and Indicator,in cab console	1	
07-03-1000		RR, Ammeter - for PC System	1	
BATTERY SYSTEM				
07-04-5305		RR, Ignition Battery Shut off Timer, 5 minute,	1	7.4.53.5
07-05-0400		RR, Batteries, Type I UM/UM-150, Ford or Dodge Ram (2) OEM (1) Additional The two OEM batteries under the hood. One 700 CCA AC Delco additional battery shall be supplied by the manufacturer and located in the exterior compartment located below the right front ALS cabinet.	1	7.5.4.0
07-07-0400		RR, Module Disconnect, PC System	1	
07-08-0100		RR-Battery Ground	1	
07-09-6100		RR, Battery Charger Included with Inverter - See Inverter Picked.	1	
07-10-1000		RR, Power Outlets 12V, (2) Power Point Style, On with Ignition (1) outlet shall be mounted in the action area medical rail. (1) outlet shall be mounted above the top shelf in cabinet L8	1	7.10.10.0
07-10-5301		RR, (1) Additional 12V Outlet, Direct to Battery (1) Driver's Console driver's side forward next to siren.	1	7.10.53.1
07-10-7230		RR, Power Outlet, Kusmaul, USB Dual Port, 5VDC, 4.8 Amp, 091-219-5 Located in the cab switch panel per Electrical Engineering ignition hot standard	1	7.10.7230

PART NO	S	DESCRIPTION	QTY	REF. NO
FRONT CONSOLE				
08-01-1601		RR, Console, Drivers Switch & Radio, PC System, CN11 Console shall be finished with black polyurethane coating. Engineering notice - Console has Havis C-ARM-102 (picked separately in the order). Console must be reduced in width to accommodate arm rests.	1	8.1.16.0
08-01-4200		RR, Cup Holder, (2) Position Aluminum in the Cab, (Cups No Handles) Black plastic cup holders to be forward of the map box storage.	1	8.1.42.0
08-01-6050		RR, Armrest, (1) Side mount, Havis C-ARM-102 Installed on each side of the cab console.	2	8.1.6050
08-01-6210		RR, Clipboard/Map box, (3) Dividers Rear of the cup holders shall be a clipboard and map box storage with binning strips and lexan adjustable dividers.	1	8.5.51.0
08-02-0500		RR, Driver's Control Panel, Carbon Fiber Graphics w/Visual Display, Carling Rock Includes Carling rocker switches	1	
08-02-5510		RR, Door Open Indicators (PC Electrical System) Door Open Indicators - Magnetic Proximity Switches located at the top of the compartment door / jamb will activate a door open indicator on the driver's control panel and activate the corresponding Interior compartment light. (STANDARD).	1	
08-02-9100		RR, Map Light, Federal LED "Littlite" Gooseneck Light, 12", Fixed Mounted Mounted to the right side of the switch console there shall be a 12 inch Little Lite high intensity gooseneck light. It shall have switchable red and white LEDS and shall include a switch in the lamp base.	1	8.2.91.1
ATTENDANT CONTROL PANEL				
08-03-0500		RR, Attendant's Control Panel, Carbon Fiber Graphics, Carling Includes Carling rocker switches	1	
08-04-3904		RR, Power Distribution, PC Board Electrical System 2015+ (UM & UM-150) 09 - EMERGENCY Systems- Sirens, Speakers and Air Horns	1	8.4.39.4
09-03-0020		RR, Warning Audible - Siren, Speakers, Air Horns- F-Series SIREN ELECTRONIC - CONTROL HEADS / AMPS	1	
09-03-1150		RR, Siren Electronic, Whelen 295HFS A7, Remote Head, California Compliant	1	9.3.35.0
SIREN SPEAKERS				
09-03-2023		RR, Speakers, (2) CPI "Though-The-Bumper" for 2023-F-Series w/Fog Lts.	1	9.3.3.23
AIR HORNS				
09-03-3090		RR, Air Horns, Buell, 10" & 12", Thru Bumper, Tank & Comp, F-Series NO Air horns thru center of Front bumper type 1 FORDS per ECN1820 Compressor on compt #2 ceiling in the upper left hand corner of the compartment- With expanded metal cover	1	9.3.110.4
09-03-6010		RR, Air Horns, Control Switch, Momentary Switch ILO std foot switch	1	9.3.140.0
09-05-0210		RR, Backup Alarm, No Cutoff	1	9.5.2.1
09-06-0200		RR, Emergency Sequencer/Load Manager	1	
FRONT WARNING LIGHT CONFIGURATION				
09-50-1333		RR, Visual Warning Front Upper - (5) "Cool Bar" (2) Front Wall Configuration	1	

PART NO	S	DESCRIPTION	QTY	REF. NO
AUXILLARY EMERGENCY LIGHTS				
09-70-5310		RR, Lights, Rear Chevron, Angled, LED Strip Lights in extruded channel, Per CAs #KFA-RR-CRA-1. Includes Chevron flasher set, KFA-CIO-01 Punch slots in the rear body panel to accommodate. LED colors will be combination Red/Amber. This feature is similar to the flashing rub rail lights. Requires special flasher with two separate left and right modules. The Top, middle, and Lower angled lights are to be solid RED LED's only when the OEM brakes are applied. This will override the emergency light function. This feature also applies when not in emergency mode. The (2) angled light above and below the center angled light are to be flash AMBER LED's only when the corresponding OEM turn signals are applied. This will override the emergency light function. This feature also applies when not in emergency mode. Red and Amber LED's are to be wired to master emergency lights and alternate Red then Amber. Chevron strip lights to be centered in reflective chevron stripes (if ordered).	1	9.70.53.10
09-80-2110		RR, Warning Light Flasher, Vanner 9860GCPE, PC System Only Vanner 9860GCPE Halogen/LED electronic flasher to power specified lights. Four flash Patterns avail.(Alternate flash, Triple burst, Quad burst, double burst.) Standard will be dual Burst Flash unless otherwise noted.	1	9.80.19.0
WARNING LIGHTS				
LED Series - M9 (Flange Included)				
09-95-1504		RR, Whelen M9 LED, w/Chrome Flange LED - WHITE (Internal Flasher) FRONT UPPER BODY LIGHTING Front Body - Upper Curbside Outer Front Body - Upper Center Front Body - Upper Street side Outer Internally flashed -Comet flash 75- Pri Only	3	9.95.1504
09-95-1505		RR, Whelen M9 LED, w/Chrome Flange - RED / Clear Lens (Internal Flasher) Front Body - Upper Curbside Inner Front Body - Upper Streetside Inner Internally flashed -Comet flash 75- Pri/Sec Front Body - Upper Curbside Corner Front Body - Upper Streetside Corner Streetside Body - Upper Forward Streetside Body - Upper Rear Curbside Body - Upper Forward Curbside Body - Upper Rear Internally flashed -Comet flash 75- Pri/Sec Rear Body - Upper Streetside Corner Rear Body - Upper Curbside Set to steady burn for brake override - flash thru 9860 Flasher- Pri/sec	10	9.95.1505

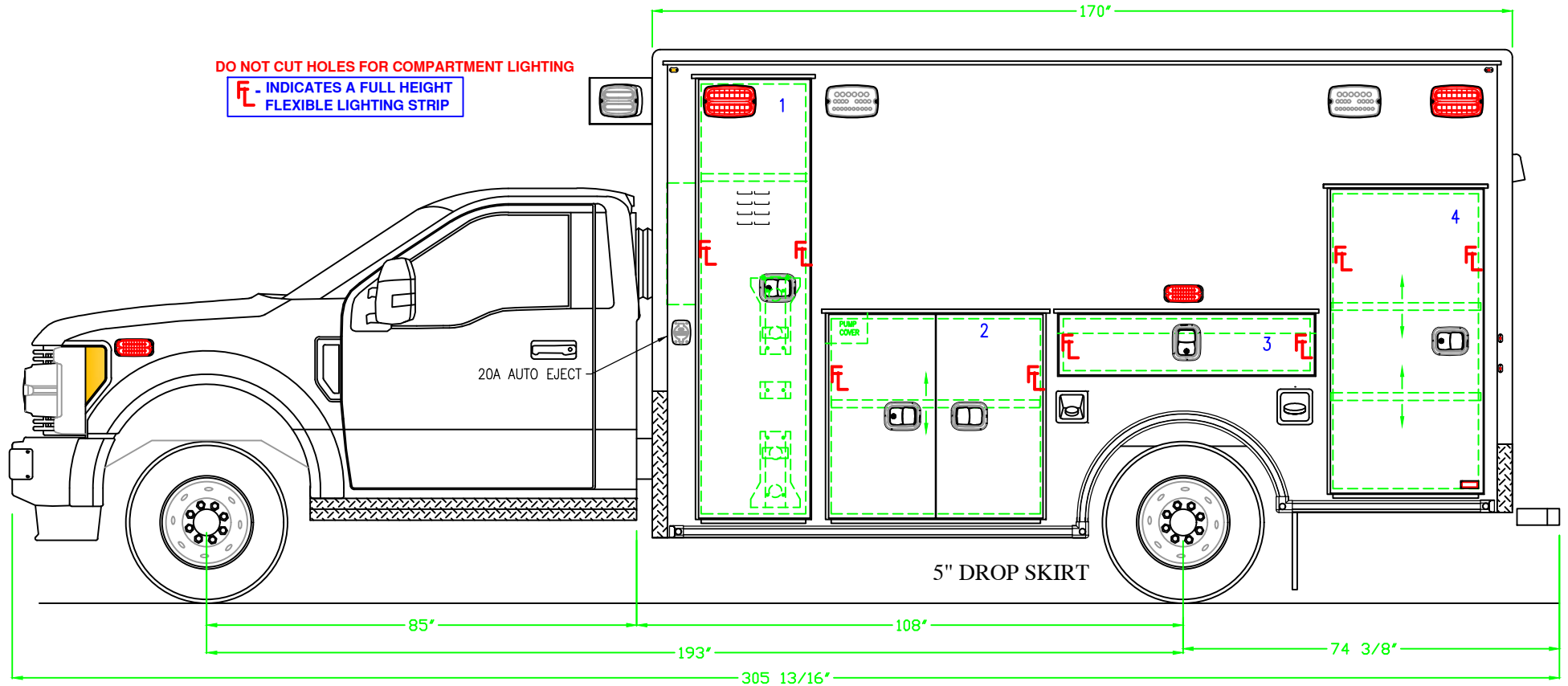
PART NO	S	DESCRIPTION	QTY	REF. NO
LED Series - M7 (Flange included RR)				
09-95-2405		RR, Light, Whelen M7 LED, w/Chrome Flange, Red, Clear Lens (Internal Flasher) FRONT FENDER INTERSECTION LIGHTING Front Fender Warning - Intersectors - LH Side Front Fender Warning - Intersectors - RH Side Internally flashed -Comet flash 75- Pri only REAR WHEEL WELL INTERSECTION LIGHTING Rear wheel well Warning - Intersectors - LH Side Rear wheel well Warning - Intersectors - RH Side Internally flashed -Comet flash 75- Pri/Sec	4	9.95.2405
09-95-2407		RR, Light, Whelen M7 LED, w/Chrome Flange, Amber, Clear Lens (Internal Flasher) MODULE REAR LIGHTING Rear Body - Upper Center Internally flashed -Comet flash 75- Pri/Sec	1	9.95.2407
WHELEN ION WARNING LIGHTS (Flange Included)				
09-95-4712		RR, Light, Whelen, ION, WIONSMCR, Red, Clear lens, w/chrome flange FRONT GRILL LIGHTING Grille - LH Upper Corner Grille - RH Lower Corner Internally flashed -Comet flash 75 Phase 1 CS/ Phase 2 Streetside- Pri only See CA Drawings.	2	9.95.4712
09-95-4716		RR, Light, Whelen, ION, WIONSMCC, Clear, W/chrome flange FRONT GRILLE LIGHTING Grille - LH Lower Corner Grille - RH Upper Corner Internally flashed -Comet flash 75 Phase 1 Streetside/ Phase 2 CS- Pri only See CA Drawings.	2	9.95.4716
Whelen 700 Light head Flanges / Options				
09-95-9237		RR, Housings, Cast, 15 degree angled, M7, Intersection, 2017+ F-series, Pair	1	9.95.9236.17
EXTERIOR AUTOMOTIVE LIGHTING				
10-01-0002		RR, Tail Lights, Brake/Turn, Whelen M62-Series LED, Pair	1	10.1.32.2
10-01-0007		RR, Back-up Lights, Whelen M62BU, LED Rear, Pair	1	10.1.66.2
ICC/MARKER LIGHTS				
10-01-2010		RR, Marker/Clearance Lights, Front, Whelen OS Mini LED, Amber	1	9.4.9.1
10-01-2110		RR, Marker/Clearance Lights, Side and Rear, Whelen OS Mini LED, Red/Amber	1	10.1.23.0
10-01-3002		RR, Chrome Flange, (1) Whelen M6	6	10.1.42.0
10-01-5020		RR, Outboard Rear Flashers, Wired to OEM Brake Lights The outboard rear emergency flashers shall be wired to the OEM brake lights. These lights shall NOT function as brake lights when Emergency Flashers are on.	1	
10-01-7300		RR, Front Turn, Whelen M6-Series LED Amber Arrow w/Flange	1	10.1.73.0

PART NO	S	DESCRIPTION	QTY	REF. NO
10-01-8010		RR, Relocate Brake/Tail & Backup Lights to rear Diamond Plate, Amber Turns above	1	10.1.60.0
FLOOD AND LOAD SYSTEMS				
10-02-1020		RR, Scene Lighting, (4) Whelen M9 Series Super LED	1	10.2.45.0
10-02-2040		RR, Rear Load Lights, (2) Whelen M7 Series Super LED, Gradient Scene Light	1	10.2.52.0
10-02-3010		RR, Lighting Operation, Side Scene, Rear Load & Back-Up Lights	1	
<p>The electrical system shall be wired so that the rear module load lights and the lower back-up lights will operate when the rear doors are open, the switch on the front panel is activated, or when the vehicle is placed in reverse. With the module power switch "off", both the lower back-up lights and the upper load lights will operate when the vehicle is placed in reverse. The curbside scene lights will operate when the curbside door is opened.</p>				
Cab Entry - Lighting				
11 - INTERIOR LIGHTING				
11-01-1400		RR, Dome Lights - (11) Kinequip 8" Round LED	1	11.1.40.0
<p>The interior lighting system shall consist of (11) Kinequip 8" Round LED Dome Lights fixtures in the following configuration: (3) Cot lights In the medical device rail over the primary cot (2) Bench lights over the squad bench (3) Dome lights Street side (1) Dome light Curbside over head of squad bench (1) Dome light Curbside rear (1) Dome Light over the walkway</p> <p>The four outside corner lights and the (1) light over the CPR seat area and the (1) over the walkway shall be designated module dome lights and be activated when the side or rear module entrance doors are opened or by a three-way circuit allowing these lights to be turned on and off from cab or module. The lights over the primary cot and squad bench shall have switches in the module that will allow independent high/low/off control.</p>				
11-01-9000		RR, Timer -15 minute- Restocking	1	
<p>The vehicle shall be equipped with a momentary switch that will activate a fifteen minute timer, wired direct to battery, to allow operation of the module dome lights while the vehicle is off. The momentary switch shall be located on the curbside wall near the side entrance door in the medical device rail.</p>				
SPOTLIGHTS / HANDHELD LIGHTS				
ATTENDANT LIGHT				
11-03-1500		RR, Attendant Light - LED Strip Under UL2-2.5 Cabinets, Action Wall	1	11.3.8.1
SHORELINE INLET				
12-01-5400		RR, Shoreline Inlet, Kussmaul Super Auto-Eject, 20A Shore Inlet, 20 AMP, Auto Eject ILOS.	1	12.1.54.0
<p>20 AMP/125VAC shoreline inlet in lieu of standard 15 amp. Includes mating female connector body for inlet and 20 amp GFI circuit breaker combo in lieu of standard 15 amp. Install the breaker box installed behind the driver's seat.</p>				
12-01-6200		RR, Kussmaul, Eject,Cover,15 or 20A,White	1	12.1.62.0
12-01-9020		RR, GFI Box Location- Behind Driver's Seat	1	
12-02-0200		RR, Outlets, Interior, 125V-15A (1) Action Wall, (1) Right Stack	1	12.2.2.0
<p>(1) outlet shall be mounted on the action area medical rail</p> <p>(1) outlet shall be mounted above the top shelf in cabinet L8</p>				
12-02-2050		RR, Outlets, Interior, Each, Additional, 125V-15A, Action Area Wall	1	12.2.50.0
<p>Installed near the CPR side seat on the medical device rail.</p> <p>See CA Drawings.</p>				

PART NO	S	DESCRIPTION	QTY	REF. NO
BLOCKHEATERS				
12-02-4001		Block Heater - With OEM Plug This option does not include a switch. (STANDARD).	1	
INVERTER - 125VAC				
12-03-1110		RR, Inverter Charger - Vanner LifeSine, with charger indicator on Console Install the inverter in the interior L1 cabinet.	1	12.3.124.0
13 - ENVIRONMENTAL SYSTEMS				
ENVIROMENTAL CLIMATE CONTROL SYSTEM				
13-01-1200		RR, HVAC - Central Air Flow Discharge (UM & UM-150)	1	
13-01-2000		RR, Climate Control - (UM & UM-150)	1	
13-02-0100		RR, Exhaust Fan - 100 CFM Standard Location	1	13.2.20.0
HVAC BASE SYSTEM - HOSELINE				
13-02-5602		RR, HVAC Aux Front Wall Coolbar, Hoseline, Ford F-series PC Elec	1	13.2.56.2
13-02-5702		RR, Cover, Cool Bar, (5) M9 Series lights Drawing # 303347 (5) M9 series lights only. Note: Will be painted same color as the mount location on box front.	1	13.2.57.2
13-03-1000		RR, Return Air System	1	
13-03-2000		RR, Return Air Central Plenum	1	
13-03-3000		RR, Heat/AC Cabinet	1	
14 - MEDICAL SYSTEMS				
COT MOUNTING PROVISIONS				
14-01-1010		RR, Cot Mounting, Hardware	1	
14-01-1110		RR, Post & Wheel Cups, None	1	
14-01-1210		RR, Safety Hook, Ship Loose	1	
14-01-1220		RR, Safety Hook, Ferno with bolts, Shipped Loose.	1	14.1.12.1
14-01-1622		RR, Stryker Power Load/ Performance Load, Floor Plates and Wiring for Future Ins Additional floor structure for future installation of a Stryker #6390 Power-LOAD system or 9392 Performance Load. Includes pre-wire which will terminate under the attendant's seat	1	14.1.16.22
14-01-1926		RR, Cut Floor and Install Cot Mount Floor plate, 6390-700-001A For Powerload or Performance Load Cot mounts.	1	14.1.3093
14-01-4028		Center Mount	1	
OXYGEN AND AIR SYSTEMS				
14-02-0050		RR, O2 System, PC System	1	
14-02-1000		RR, O2 Cylinder Wrench	1	14.2.15.0
14-02-2000		RR, O2 Cylinder Bracket - Zico #QR-MV	1	14.2.16.0
14-02-3000		RR, O2 Control - Electric with Manual Bypass on Action Wall.	1	14.2.30.0
14-02-3160		RR, O2 Regulator, Wall Mount with 24" braided hose extension (PC)	1	14.2.67.0
14-02-4000		RR, O2 Outlets, Ohio Style, (2) Action Wall, (1) Squad Bench (2) O2 outlets in Action area medical device rail (1) O2 outlet CS Wall head of squad bench in medical device rail *** NOTE *** O2 outlets MUST be at least 12" from any 125V AC outlet.	1	14.2.31.0
14-02-4100		RR, O2 Outlet, Relocate (1) Action Wall Outlet to Ceiling See CA Drawings.	1	14.2.43.0
14-02-6120		RR, O2 Cylinder Holder, (2) FW-521 Universal, CN 10 Certified Installed at the head of the squad bench.	1	14.2.115.2

PART NO	S	DESCRIPTION	QTY	REF. NO
SUCTION SYSTEM				
14-03-1010		RR, Suction System, SSCOR On-Board Conforms to J3043 requirements	1	14.3.40.0
MISC MEDICAL				
14-04-1000		RR, Fire Extinguisher, 5# ABC w/ Mounting Bracket HD Amerex Bracket #861H with Amerex 5LB fire extinguisher. SHIPPED LOOSE	1	14.4.2.0
15 - PAINT / DECALS AND NOMENCLATURE				
PAINT AND FINISH				
15-00-0100		RR, Road Rescue Paint Process	1	15.1.30.0
15-01-2000		Module Paint, Single Color, OEM White	1	
Ford white: FA91:YZ				
15-01-5000		Cab Paint - Single Color, OEM White	1	
15-02-3001	S	RR, Fine Line Paint Edge	1	1251006
GRAPHICS AND LETTERING				
15-03-3900		RR, Badge Logos	1	
15-03-4000		RR, Logos and Model Name	1	
15-03-4001		RR, Ultramedic - Black Logos	1	15.3.40.1
15-04-1000		RR, Nomenclature Plaques. DIESEL.	1	15.4.1000
16-01-0200		RR, Owner's Manual	1	16.1.2.0
74-09-0099		Indemnification Statement The purchaser agrees to defend, indemnify and hold Rev Ambulance Group harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to the purchased products OR use of product for purposes it was not designed or intended for.	1	
== Factory Ship Loose - EMS Equipment - 1.017 11/12/21 ==				

BURGESS DEMO F-550 4 X 4 ULTRAMEDIC PASS-THROUGH



DOOR NO.	INTERIOR DIMENSIONS			NOTES
	HEIGHT	WIDTH	DEPTH	
1	86.50"	23.25"	22.00"	FIXED SHELF, DOOR LOUVERS, O2 STORAGE
2	40.50"	43.88"	21.25"	SPARE TIRE STORAGE
4	59.06"	31.00"	21.25"	(2) ADJ. SHELVES



NOTES:
DETAILS ARE CONCEPTUAL ONLY LAYOUT AND ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO MODIFICATION BY DESIGN ENGINEERING.

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Road Rescue 2737 N. Forsyth Rd. Winter Park, FL 32792
www.roadrescue.com PHONE 800-932-7077 FAX 800-513-2688
DRAWN BY GDG DATE 06/21/2023 REVISION 1 08/08/2023

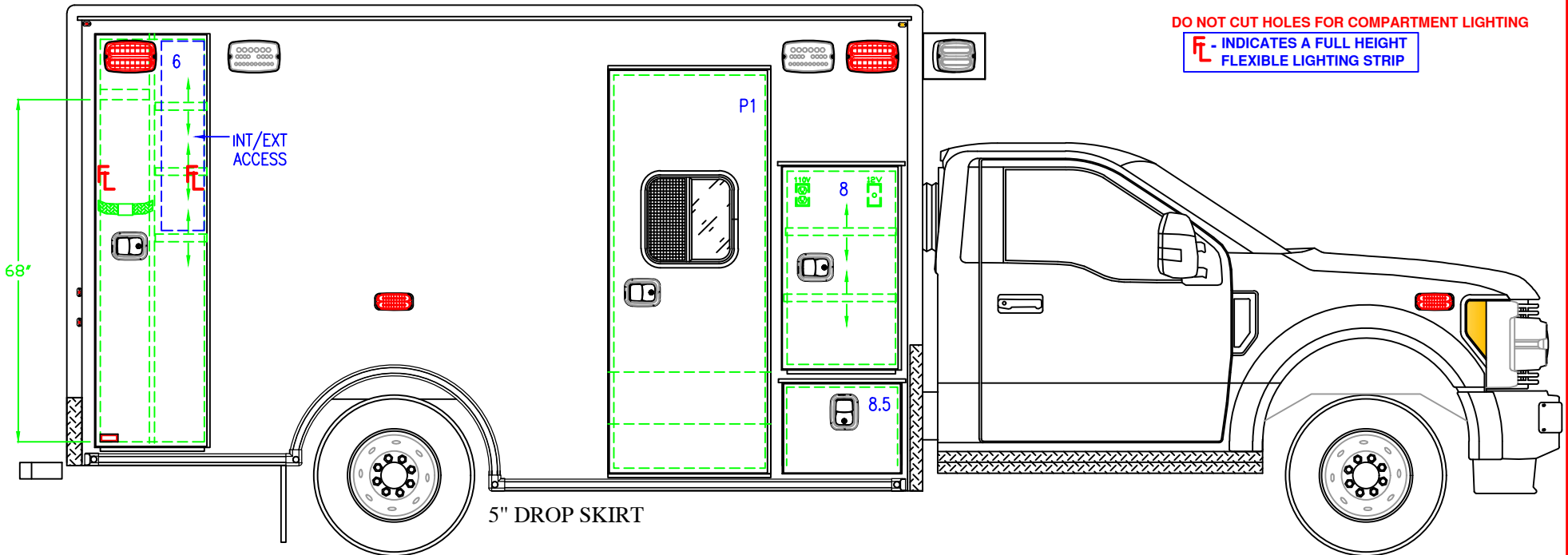
STREETSIDE EXTERIOR DETAIL

REVISION 2 REVISION 3 SCALE SHEET 1 OF 10

BID NUMBER  619163 

BURGESS DEMO

F-550 4 X 4 ULTRAMEDIC PASS-THROUGH



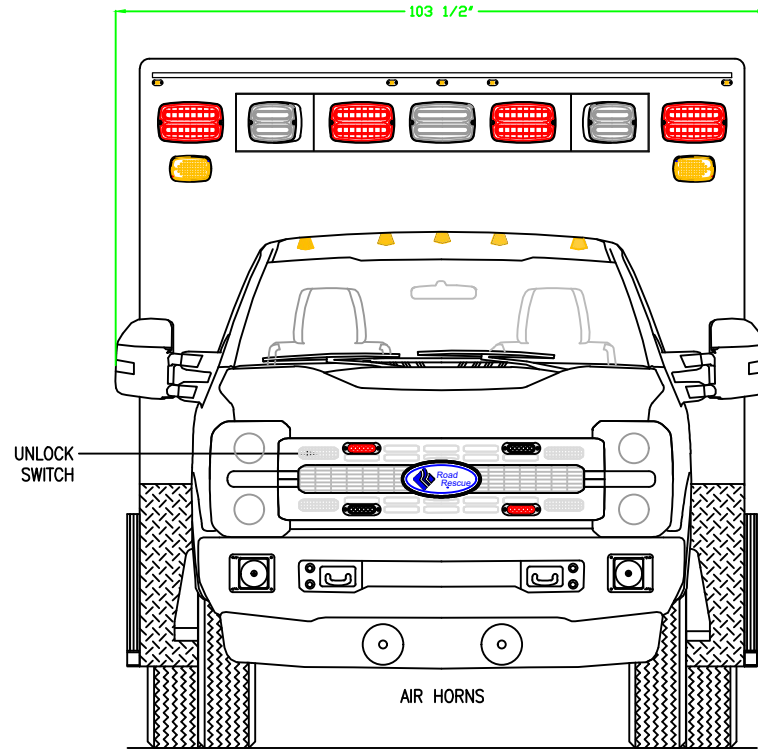
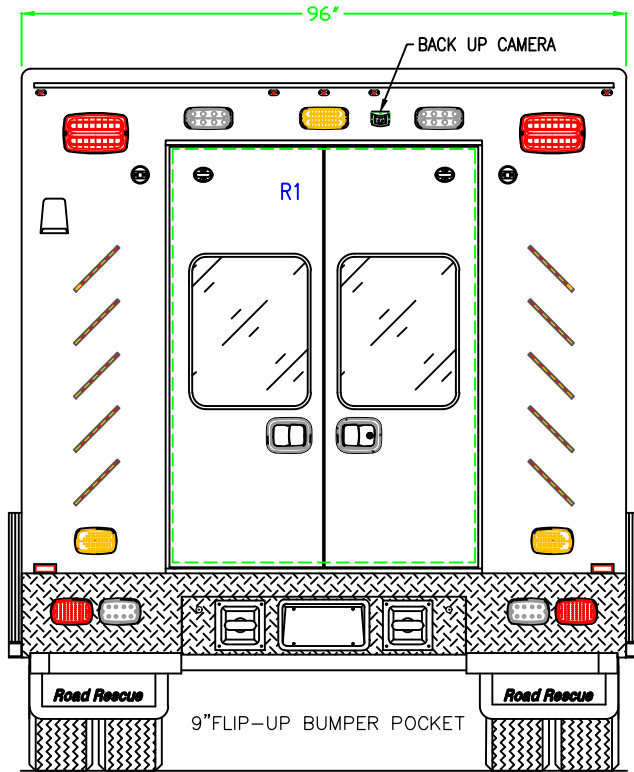
DOOR NO.	INTERIOR DIMENSIONS			NOTES	DOOR NO.	DOOR DIMENSIONS		MISC. NOTES
	HEIGHT	WIDTH	DEPTH			HEIGHT	WIDTH	
6	81.50"	22.75"	22.00"	(1) FIXED DIVIDER, (3) ADJ. SHELVES	8	40.00"	23.00"	RIGHT STACK/ALS ACCESS
					P1	80.00"	30.06"	SLIDING TINTED WINDOW 18" X 18"
8.5	17.50"	23.00"	21.00"	BATTERY DRAWER				

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Road Rescue		2737 N. Forsyth Rd. Winter Park, FL 32792		CURBSIDE EXTERIOR DETAIL				BID NUMBER	
www.roadrescue.com PHONE 800-932-7077 FAX 800-513-2688								 619163 	
DRAWN BY GDG	DATE 06/21/2023	REVISION 1 08/08/2023	REVISION 2	REVISION 3	SCALE	SHEET 2 OF 10			

BURGESS DEMO F-550 4 X 4 ULTRAMEDIC PASS-THROUGH



DOOR NO.	CLEAR OPENING			NOTES
	HEIGHT	WIDTH	DEPTH	
R1	61.44"	50.25"		FIXED TINTED WINDOWS 18" X 24"

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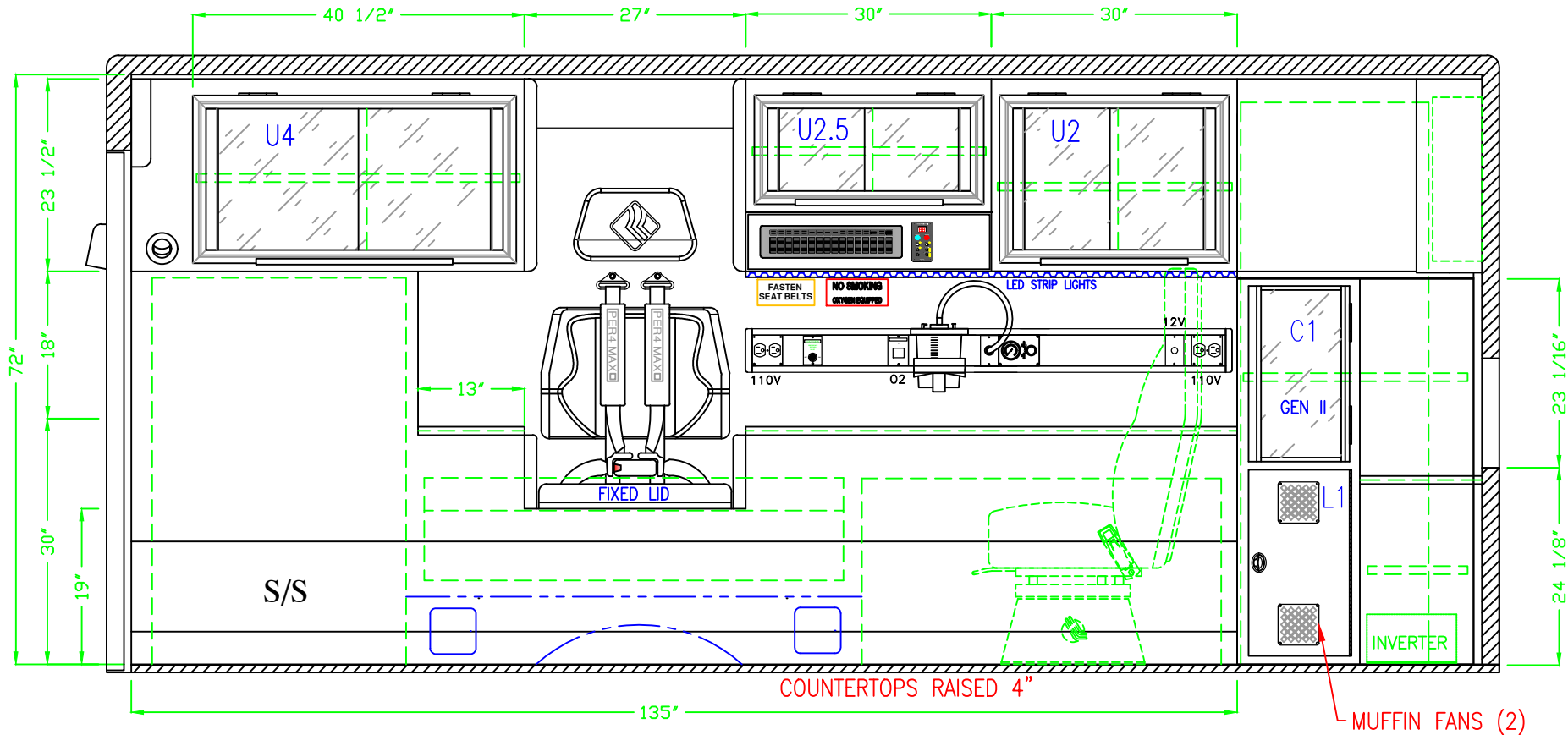
DRAWN BY GDG DATE 06/21/2023 REVISION 1 08/08/2023

FRONT & REAR EXTERIOR DETAIL

REVISION 2 REVISION 3 SCALE SHEET 3 OF 10

BID NUMBER  619163 

BURGESS DEMO F-550 4 X 4 ULTRAMEDIC PASS-THROUGH

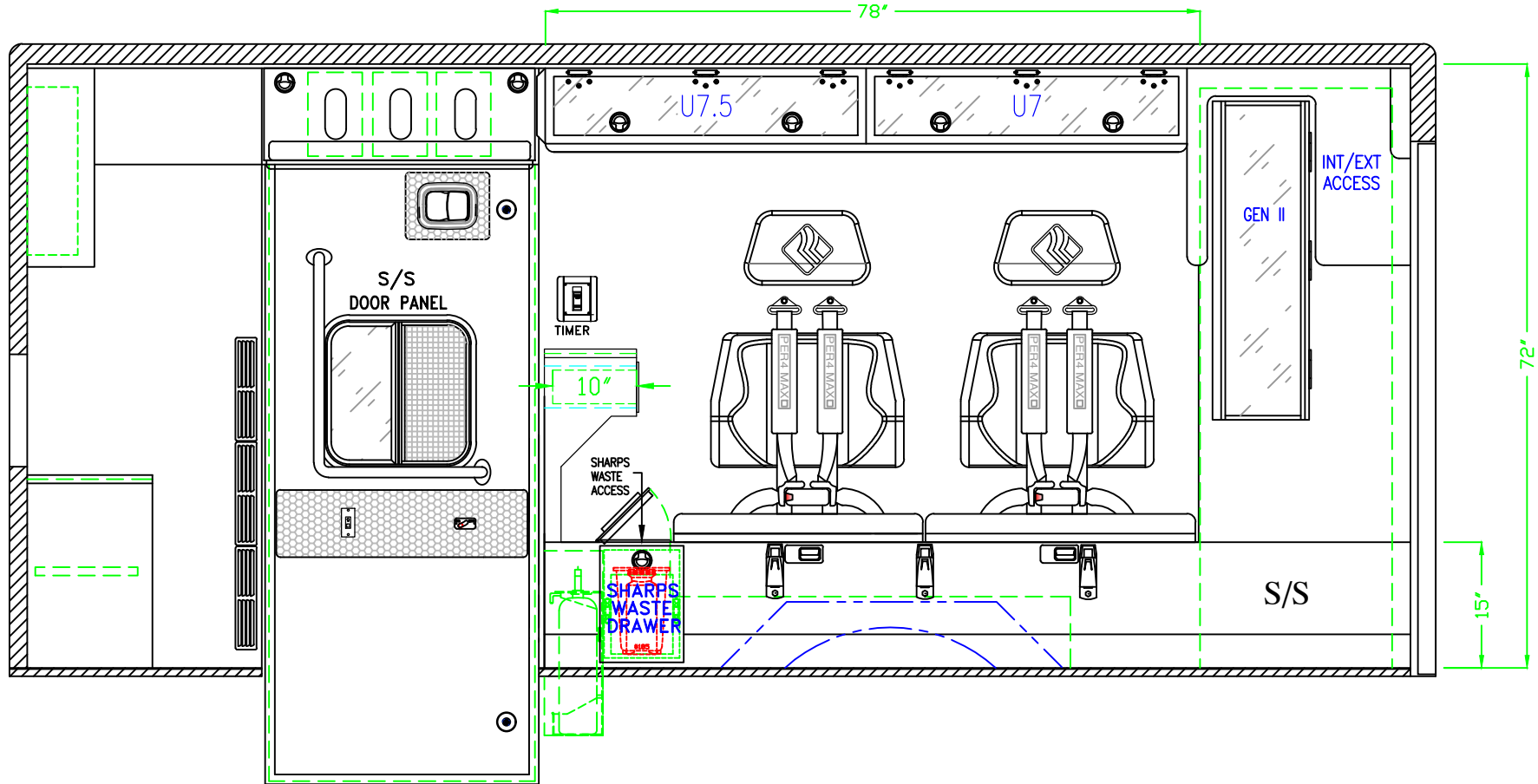


DOOR NO.	INTERIOR DIMENSIONS			NOTES	DOOR NO.	INTERIOR DIMENSIONS			MISC. NOTES
	HEIGHT	WIDTH	DEPTH			HEIGHT	WIDTH	DEPTH	
C1	23.00"	28.50"	16.50"	GEN II OHO DOOR, (1) ADJ. SHELF	U4	23.50"	40.50"	18.12"	SLIDING POLY DOORS, (1) ADJ. SHELF, RESTOCKING
L1	23.62"	28.50"	16.50"	SINGLE ALUM. DOOR,	DETAILS ARE CONCEPTUAL ONLY. LAYOUT AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO MODIFICATION BY DESIGN ENGINEERING				
U2	23.50"	29.62"	18.12"	SLIDING POLY DOORS, (1) ADJ. SHELF, RESTOCKING					
U2.5	16.00"	29.62"	18.12"	SLIDING POLY DOORS, (1) ADJ. SHELF, RESTOCKING					

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www.roadrescue.com PHONE 800-932-7077 FAX 800-513-2688							619163	
DRAWN BY GDG	DATE 06/21/2023	REVISION 1 08/08/2023	REVISION 2	REVISION 3	SCALE	SHEET 4 OF 10		 

BURGESS DEMO F-550 4 X 4 ULTRAMEDIC PASS-THROUGH



DOOR NO.	INTERIOR DIMENSIONS			NOTES
	HEIGHT	WIDTH	DEPTH	
U7	9.00"	40.00"	8.50"	LIFT UP POLY DOOR, RESTOCKING
U7.5	9.00"	38.00"	8.50"	LIFT UP POLY DOOR, RESTOCKING

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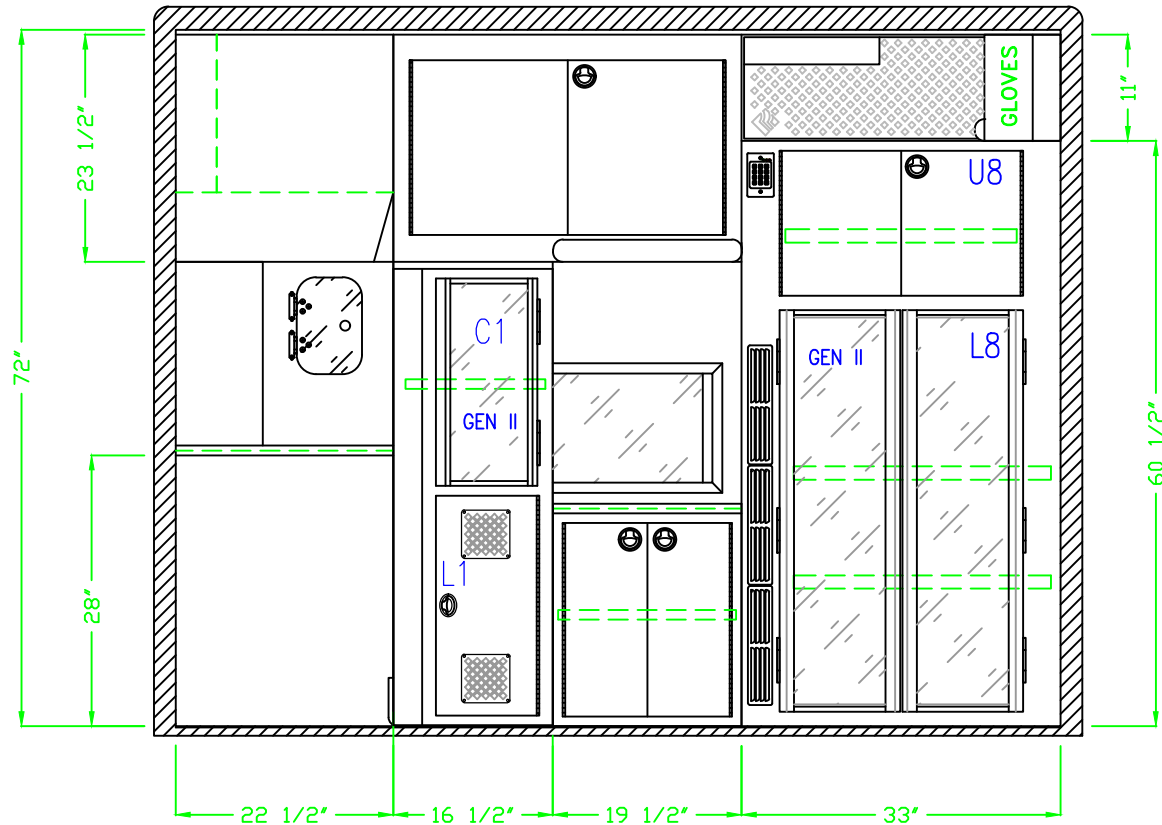
CURBSIDE INTERIOR DETAIL

SHEET 5 OF 10

BID NUMBER  619163 

BURGESS DEMO

F-550 4 X 4 ULTRAMEDIC PASS-THROUGH



DOOR NO.	INTERIOR DIMENSIONS			NOTES
	HEIGHT	WIDTH	DEPTH	
U8	16.00"	28.00"	26.00"	DOUBLE SOLID DOORS, (1) ADJ. SHELF, ELECTRIC LOCK
L8	25.00"	28.00"	26.00"	GEN II OHO DOORS, (1) ADJ. SHELF

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

FRONT INTERIOR DETAIL

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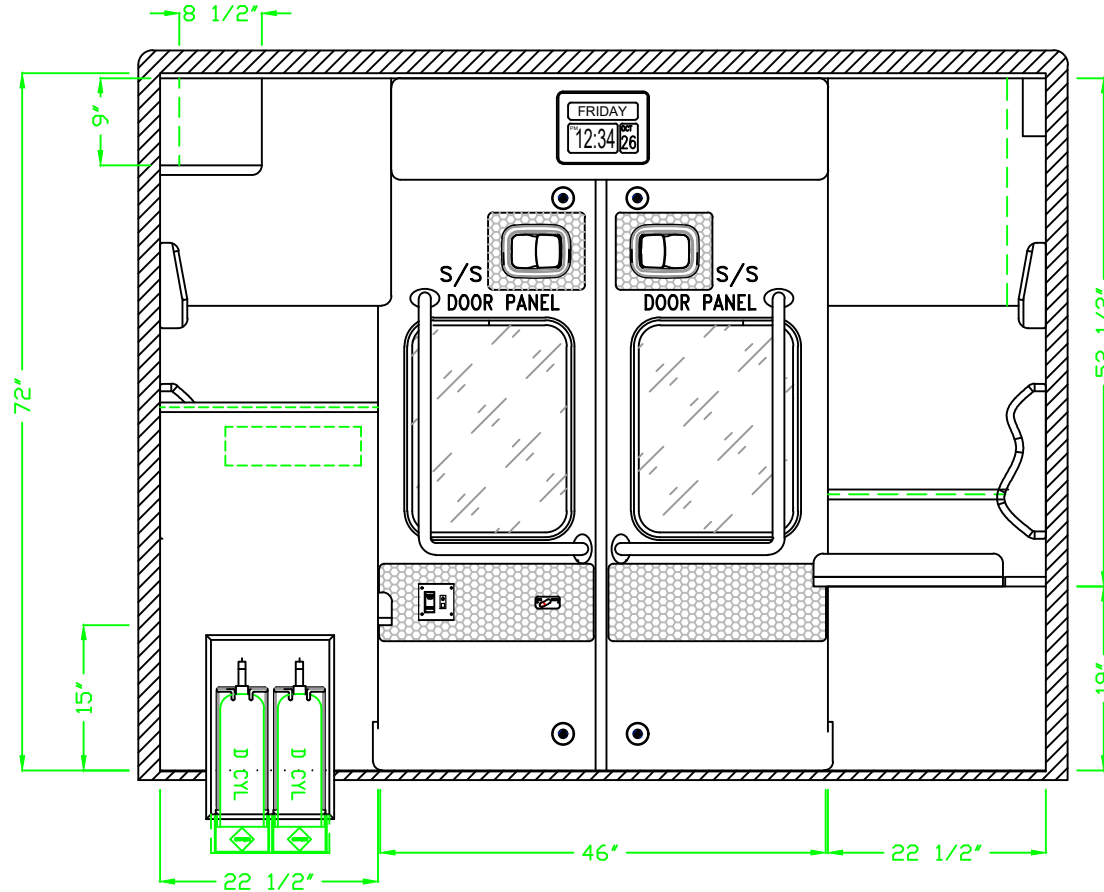
REVISION 2 REVISION 3 SCALE

SHEET 6 OF 10

 619163 

BURGESS DEMO F-550 4 X 4 ULTRAMEDIC PASS-THROUGH

DEALER SIGNATURE 





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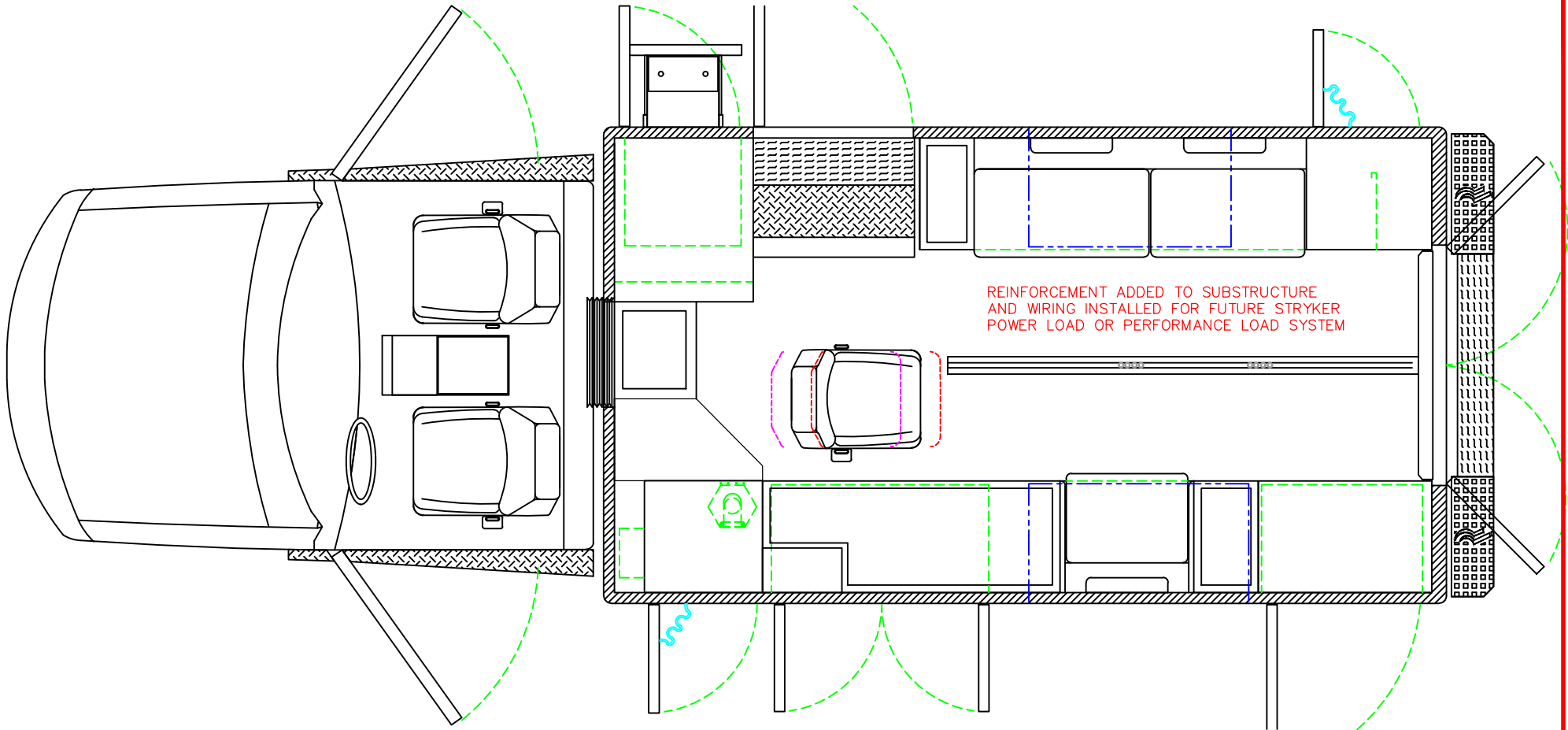
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REAR INTERIOR DETAIL

BID NUMBER
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BURGESS DEMO F-550 4 X 4 ULTRAMEDIC PASS-THROUGH



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REVISION 1: 08/08/2023

FLOOR DETAIL

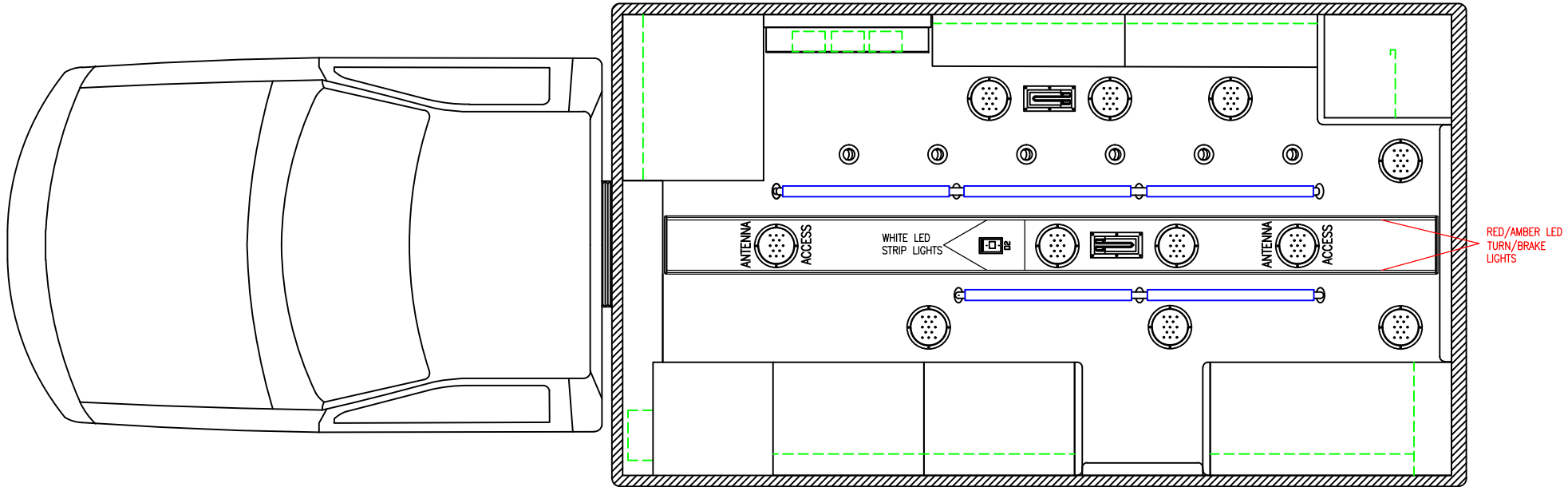
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BURGESS DEMO

F-550 4 X 4 ULTRAMEDIC PASS-THROUGH



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REVISION 2 REVISION 3

SCALE

SHEET 9 OF 10

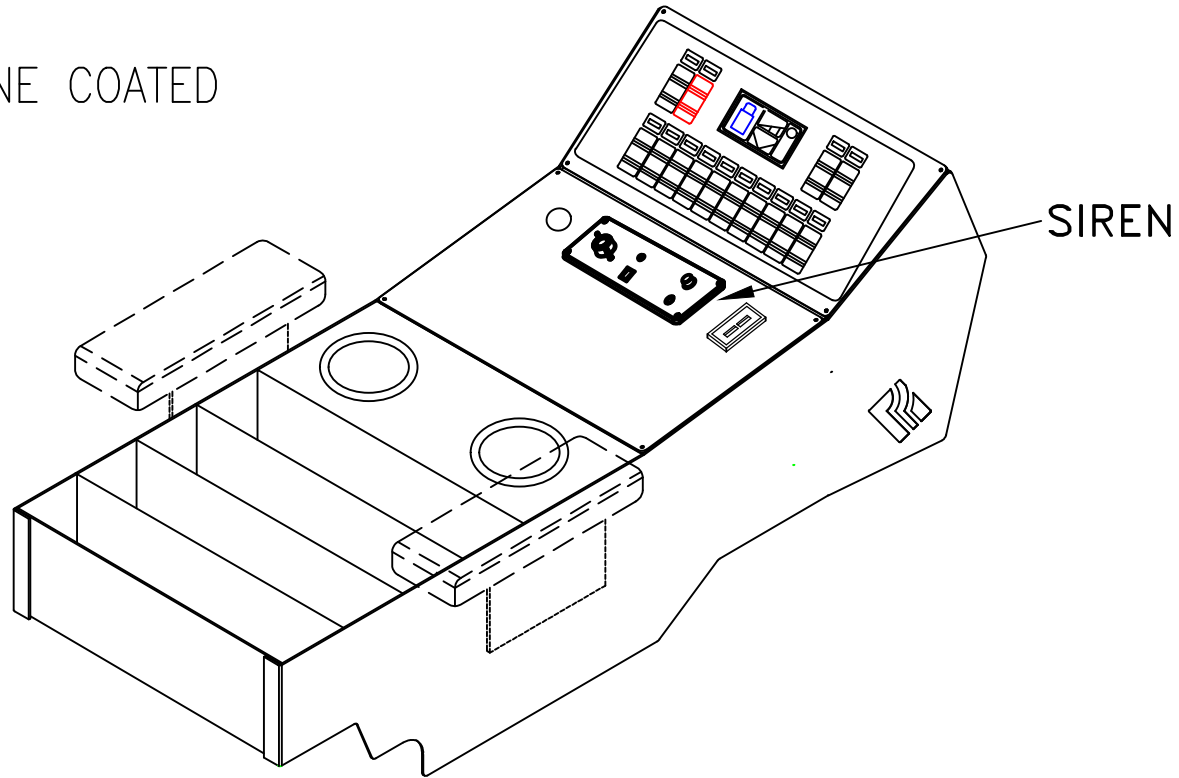
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CEILING DETAIL

BURGESS DEMO F-550 ULTRAMEDIC // PASS-THROUGH

BLACK POLYURETHANE COATED



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CONSOLE CONFIGURATION

BID NUMBER

DRAWN BY RRS	DATE	REVISION 1	REVISION 2	REVISION 3	SCALE	SHEET 10 OF 10
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 **619163** 

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