



City of Parma Heights  
Council Meeting  
6281 Pearl Road  
Monday, December 11, 2023  
7 :00 PM

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ACTION ON MINUTES:**

- **NOVEMBER 20, 2023 – CITY COUNCIL WORK SESSION**
- **NOVEMBER 27, 2023 – CITY COUNCIL**

**REPORTS FROM MAYOR AND DIRECTORS**

**COMMUNICATIONS:**

- **UPDATE ON PLANNING COMMISSION MEETING HELD 12/4/2023 BY COUNCILMAN HAASE**
- **MONDO BEVERAGE DRIVE THRU LLC, 7177 W. 130<sup>TH</sup> ST, PARMA HGTS, OH 44130**

**PUBLIC SESSION**

**LEGISLATION**

Third Reading

**1. 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, AS AMENDED**

**2. 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**

Second Reading

**3. RESOLUTION NO. 2023 – 83**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR THE MANAGEMENT OF THE CASSIDY THEATRE WITH CASSIDY THEATRE, INC. AN OHIO NOT FOR PROFIT CORPORATION, AND DECLARING AN EMERGENCY**

**4. RESOLUTION NO. 2023 – 85**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH ROYALTON TO PROVIDE FOR PRISONER HOUSING SERVICES, AND DECLARING AN EMERGENCY**

**5. 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”, AS AMENDED**

**6. 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, AS AMENDED**

**7. 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, AS AMENDED**

**8. 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, AS AMENDED**

First Reading

**9. ORDINANCE NO. 2023 - 86**

**AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A LEASE AGREEMENT FOR THE USE OF PARCEL NUMBER 471-03-053 WITH THE CATHOLIC DIOCESE OF CLEVELAND DBA HOLY NAME HIGH SCHOOL, AND DECLARING AN EMERGENCY**

**10. RESOLUTION NO. 2023 - 87**

**A RESOLUTION PLACING A TEMPORARY MORATORIUM, NOT TO EXCEED SIX (6) MONTHS, ON THE EFFECTIVE DATE OF RECREATIONAL MARIJUANA (STATE ISSUE 2) UNTIL OHIO LEGISLATORS SET UP THE MECHANISM FOR RECREATIONAL MARIJUANA, AND DECLARING AN EMERGENCY**

**11. RESOLUTION NO. 2023 - 88**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO SUBMIT AN APPLICATION FOR THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), DIVISION OF FORESTRY, OHIO’S URBAN FORESTRY GRANT PROGRAM, AND DECLARING AN EMERGENCY**

**12. RESOLUTION NO. 2023 - 89**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET**

**13. ORDINANCE NO. 2023 – 90**

**AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2023 TO AND INCLUDING DECEMBER 31, 2023, REPEALING ORDINANCE 2023-55, AND DECLARING AN EMERGENCY**

**ADJOURNMENT**

RECEIVED  
NOV 21 REC'D  
COUNCIL OFFICE

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

|               |     |                |             |                               |  |
|---------------|-----|----------------|-------------|-------------------------------|--|
| 6077593       |     | NEW            |             | MONDO BEVERAGE DRIVE THRU LLC |  |
| PERMIT NUMBER |     | TYPE           |             | 7177 W 130TH ST               |  |
| ISSUE DATE    |     |                |             | PARMA HGTS OH 44130           |  |
| 11 03 2023    |     |                |             |                               |  |
| FILING DATE   |     |                |             |                               |  |
| C1 C2         |     | PERMIT CLASSES |             |                               |  |
| 18            | 473 | C              | D99118      |                               |  |
| TAX DISTRICT  |     |                | RECEIPT NO. |                               |  |

FROM 11/16/2023

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



MAILED 11/16/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/18/2023

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES **C NEW 6077593**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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



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



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440-884-1235

6184 Pearl Road, Parma Heights Oh 44130

440-842-1029 FAX

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November 28, 2023

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

RE: Liquor Permit #6077593

Dear Councilman Rounds,

An investigation and records check of the listed stockholder provided by the Ohio Department of Commerce, Division of Liquor Control in regards to Liquor License #6077593 has been completed. The Parma Heights Police Department is offering no objections to this application. The application is for the issuance of a permit for MONDO BEVERAGE DRIVE THRU LLC. The name(s) associated with this permit are Fawzyah Ayesh. The address is 7177 West 130<sup>th</sup> Street, Parma Heights, Ohio 44130.

Sincerely,

Tanya Czack  
Chief of Police

**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, AS AMENDED**

**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 amended Exhibit “A”, attached hereto and made a part hereof by reference as if fully rewritten, are set aside and appropriated.

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

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

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

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

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

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

\_\_\_\_\_  
APPROVED

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

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

# **EXHIBIT A, as amended**

## **City of Parma Heights**

### **2024** **Appropriations**

#### ***General Fund***

##### **Police**

|                                |                       |
|--------------------------------|-----------------------|
| Personal Services & Benefits   | \$4,239,593.00        |
| Other Operations & Maintenance | \$690,050.00          |
|                                | <hr/>                 |
|                                | <b>\$4,929,643.00</b> |

##### **Fire**

|                                |                       |
|--------------------------------|-----------------------|
| Personal Services & Benefits   | \$3,643,926.00        |
| Other Operations & Maintenance | \$173,030.00          |
|                                | <hr/>                 |
|                                | <b>\$3,816,956.00</b> |

##### **Safety**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$512,140.00        |
| Other Operations & Maintenance | \$452,418.00        |
|                                | <hr/>               |
|                                | <b>\$964,558.00</b> |

##### **Health**

|                                |                     |
|--------------------------------|---------------------|
| Other Operations & Maintenance | \$151,257.00        |
|                                | <hr/>               |
|                                | <b>\$151,257.00</b> |

##### **Recreation**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$150,428.00        |
| Other Operations & Maintenance | \$10,000.00         |
|                                | <hr/>               |
|                                | <b>\$160,428.00</b> |

##### **Building**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$534,992.00        |
| Other Operations & Maintenance | \$96,400.00         |
|                                | <hr/>               |
|                                | <b>\$631,392.00</b> |

##### **Economic Development**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$115,560.00        |
| Other Operations & Maintenance | \$3,000.00          |
|                                | <hr/>               |
|                                | <b>\$118,560.00</b> |

##### **Basic Utility Services**

|                                |                       |
|--------------------------------|-----------------------|
| Personal Services & Benefits   |                       |
| Other Operations & Maintenance | \$1,677,405.00        |
|                                | <hr/>                 |
|                                | <b>\$1,677,405.00</b> |

##### **Mayor**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$269,014.00        |
| Other Operations & Maintenance | \$10,000.00         |
|                                | <hr/>               |
|                                | <b>\$279,014.00</b> |

**Council**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$135,528.00        |
| Other Operations & Maintenance | \$21,000.00         |
|                                | <hr/>               |
|                                | <b>\$156,528.00</b> |

**Planning/Zoning**

|                                |                   |
|--------------------------------|-------------------|
| Other Operations & Maintenance | \$4,000.00        |
|                                | <hr/>             |
|                                | <b>\$4,000.00</b> |

**Finance**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$401,501.00        |
| Other Operations & Maintenance | \$371,000.00        |
|                                | <hr/>               |
|                                | <b>\$772,501.00</b> |

**Mayor' Court**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$157,480.00        |
| Other Operations & Maintenance | \$29,600.00         |
|                                | <hr/>               |
|                                | <b>\$187,080.00</b> |

**Custodial**

|                                |                    |
|--------------------------------|--------------------|
| Personal Services & Benefits   | \$71,525.00        |
| Other Operations & Maintenance | \$5,000.00         |
|                                | <hr/>              |
|                                | <b>\$76,525.00</b> |

**Law**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$219,187.00        |
| Other Operations & Maintenance | \$64,000.00         |
|                                | <hr/>               |
|                                | <b>\$283,187.00</b> |

**General Government**

|                                |                       |
|--------------------------------|-----------------------|
| Personal Services & Benefits   | \$0.00                |
| Other Operations & Maintenance | \$706,500.00          |
| Transfers - Out                | \$1,500,000.00        |
|                                | <hr/>                 |
|                                | <b>\$2,206,500.00</b> |

|   |                                    |
|---|------------------------------------|
| <b>Total General Fund Disbursements</b> | <hr/> <b>\$16,415,534.00</b> <hr/> |
|---|------------------------------------|

**SCMR Fund**

|                                |                       |
|--------------------------------|-----------------------|
| Personal Services & Benefits   | \$1,735,585.00        |
| Other Operations & Maintenance | \$474,035.00          |
|                                | <hr/>                 |
|                                | <b>\$2,209,620.00</b> |

**State Highway**

|                                |                          |
|--------------------------------|--------------------------|
| Other Operations & Maintenance | \$80,000.00              |
|                                | <hr/>                    |
|                                | <b>\$80,000.00</b> <hr/> |



**Cemetery**

|                                |                 |
|--------------------------------|-----------------|
| Other Operations & Maintenance | \$200.00        |
|                                | <u>\$200.00</u> |

**Parks Maintenance Fund**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$385,305.00        |
| Other Operations & Maintenance | \$183,200.00        |
|                                | <u>\$568,505.00</u> |

**Senior Center Fund**

|                                |                     |
|--------------------------------|---------------------|
| Personal Services & Benefits   | \$373,731.00        |
| Other Operations & Maintenance | \$55,000.00         |
|                                | <u>\$428,731.00</u> |

**Permissive Fund**

|                                |                     |
|--------------------------------|---------------------|
| Other Operations & Maintenance | \$150,000.00        |
| Transfers - Out                |                     |
|                                | <u>\$150,000.00</u> |

**Police Pension Fund**

|                 |                     |
|-----------------|---------------------|
| Employers Share | \$589,700.00        |
|                 | <u>\$589,700.00</u> |

**Fire Pension Fund**

|                 |                     |
|-----------------|---------------------|
| Employers Share | \$722,666.00        |
|                 | <u>\$722,666.00</u> |

**Mayor's Court Computer Fund**

|                                |                   |
|--------------------------------|-------------------|
| Other Operations & Maintenance | \$3,500.00        |
| Capital Outlay                 |                   |
|                                | <u>\$3,500.00</u> |

**Ambulance Billing Fund**

|                                |                     |
|--------------------------------|---------------------|
| Other Operations & Maintenance | \$55,000.00         |
| Transfers - Out                | \$800,000.00        |
|                                | <u>\$855,000.00</u> |

**Special Bond Retirement Fund**

|                |                     |
|----------------|---------------------|
| Bond Principal | \$268,327.00        |
| Other          |                     |
|                | <u>\$268,327.00</u> |

**Capital Improvement Fund**

|                |                       |
|----------------|-----------------------|
| Capital Outlay | \$1,902,000.00        |
|                | <u>\$1,902,000.00</u> |

**Capital Projects Fund**

|                                |                     |
|--------------------------------|---------------------|
| Other Operations & Maintenance | \$200,000.00        |
| Capital Outlay                 |                     |
|                                | <u>\$200,000.00</u> |

**Medical Self Insurance Fund**

|                  |                       |
|------------------|-----------------------|
| Medical Payments | \$2,282,000.00        |
|                  | <u>\$2,282,000.00</u> |

**Fleet Maintenance Fund**

|                  |                     |
|------------------|---------------------|
| Employee Expense | \$385,175.00        |
| Other Expense    | \$373,500.00        |
|                  | <u>\$758,675.00</u> |

**Worker's Compensation Fund**

|                   |                     |
|-------------------|---------------------|
| 2024 Full Payment | \$215,000.00        |
|                   | <u>\$215,000.00</u> |

|                                  |                        |
|----------------------------------|------------------------|
| <b>Total Appropriations 2024</b> | <b>\$27,649,458.00</b> |
|----------------------------------|------------------------|

**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 - 83**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR THE MANAGEMENT OF THE CASSIDY THEATRE WITH CASSIDY THEATRE, INC. AN OHIO NOT FOR PROFIT CORPORATION, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Parma Heights entered into an Agreement with Cassidy Theatre, Inc. for the management of the Cassidy Theatre through December 31, 2023; and

**WHEREAS**, the City has reached terms of a new Agreement for the management of the Cassidy Theatre; and

**WHEREAS**, the City and Cassidy Theatre, Inc. are desirous to continue their relationship and enter into a new Agreement for the management of the Cassidy Theatre in order to provide for revised terms and conditions.

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

Section 1. In accordance with the Charter and Ordinances of the City of Parma Heights, the Administration is authorized and directed to enter into an Agreement between the City of Parma Heights and Cassidy Theatre, Inc., an Ohio Not for Profit Corporation, for the management of the Cassidy Theatre, in the form attached hereto as “Exhibit A” and made a part hereof by reference, as if fully rewritten.

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

Section 3. This Resolution is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality, and for further reason that it is necessary to avoid a disruption in the management of the Cassidy Theatre; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

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

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

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

\_\_\_\_\_  
APPROVED

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

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



# EXHIBIT A

**AGREEMENT  
BETWEEN  
THE CITY OF PARMA HEIGHTS  
AND THE  
CASSIDY THEATRE, INC.  
FOR THE  
MANAGEMENT  
OF  
THE CASSIDY THEATRE**

**THIS AGREEMENT** ("Agreement") entered into between the CITY OF PARMA HEIGHTS, a Municipal Corporation ("City") and THE CASSIDY THEATRE INC., an Ohio Not for Profit Corporation ("Manager"), this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WHEREAS**, the City and Manager desire to enter into a Management Agreement for the period beginning on January 1, 2024 and ending on December 31, 2024; and

**WHEREAS**, the City is desirous of promoting the use of its building formerly operated by the City as the Theatre ("Facility"); and

**WHEREAS**, the City is desirous of providing a theatre experience, educational programs, arts opportunities and rental opportunities for persons desiring to rent the community rooms in the facility.

**NOW, THEREFORE, IT IS AGREED** between the City and the Manager that the Agreement for Management of the Cassidy Theatre be entered into upon the following terms and conditions.

Section 1. FACILITY. Upon and subject to the terms and conditions of Agreement, City hereby grants to Manager the use of the facility located at 6200 Pearl Road, Parma Heights, Ohio formerly operated by the City as the Cassidy Theatre located in the Greenbrier Commons located in Parma Heights, Ohio. Manager hereby accepts the facility in its present, "AS IS" condition.

(a) Theatre Name. The name of the Theatre is to remain Cassidy Theatre.

(b) Definition. The Facility shall be defined as the Theatre Lobby, Theatre Offices, and Theatre Costume Area. The Facility shall not include Rooms A or B.

(c) General Use. Either party is responsible for damage to the Facility that is due to their respective use of the Facility.

Section 2. USE BY MANAGER. Manager shall use the Facility for the operation of a community theatre, as recited in the preambles to this Agreement. Manager shall operate and maintain the facility in a neat, clean, safe, and healthy condition according to City Ordinances and direction of the proper public officers. The Manager will be responsible for the following:

- a. The production expenses for all theatrical shows.
- b. All staff are to be the exclusive employees of the Manager.
- c. The Manager may propose to sublease the facilities, subject to the prior written approval of the City, after providing all lease agreements to the Law Department at least fourteen (14) business days prior to the event. The lease shall be approved by the City prior to the event and shall contain provisions for security, traffic control, if necessary, liability insurance and a release and hold harmless clause signed in favor of the City.
- d. The Manager shall submit a proposed list of shows, dates, camps, and pre-arranged events to the Mayor for the following year by September 15th for approval prior to finalizing a season schedule by October 15<sup>th</sup>.
- e. The Manager may have the use of Rooms A and B by giving reasonable notice to the City whilst the City does not have plans for Rooms A and B on the requested date(s), subject to approval by the City. The Manager will provide the maintenance personnel when it uses Rooms A and/or B. In such a circumstance, the Manager shall be responsible for cleaning and restocking the restrooms, sweeping floors, returning tables and chairs to storage locations as they were found, and removal of garbage from the Facility.
- f. The Manager shall have use of the adjacent kitchen facility and costume shop.
- g. The Manager may, subject to written permission from the City, permit liquor, whether spirituous, vinic or fermented, to be sold on said premises. The City may provide written consent after a timely request, a demonstration of appropriate insurance, a demonstration of appropriate indemnification of the City, and appropriate licensure from the State of Ohio, Department of Liquor Control, maintained at the Manager's expense. (See Section 961.01 of the Codified Ordinances, attached).
- h. The Manager shall have access to Room B during the month of July, for the purpose of staging a theatre camp. The theatre camp shall not hinder the City's ability to host its own summer camp or weekend events.
- i. The Manager may petition the City for permission to stage outdoor productions on City grounds subject to the City's written consent.
- j. The Manager shall maintain appropriate licensure by the Cuyahoga County Board of Health for any food concessions at the Manager's expense.

**Section 3. USE BY CITY.** The City shall have the use of Rooms A and B, and the adjacent kitchen, and reserves the right to rent and permit the use of Rooms A and B to outside parties.

- a. The City reserves use of the facility for official City events on an as needed basis, on dates to be determined, with reasonable notice to the Manager. Reasonable notice shall be at least two (2) weeks in advance of any event planned for the facility.
- b. There shall be no charge to the City for its use of the facility.
- c. The City will provide the maintenance personnel when it uses the facility.

**Section 4. TERM.** This Agreement shall be from January 1, 2024 to December 31, 2024. The City and Manager shall have the option to extend the Agreement beyond the expiration date. Should the parties mutually elect to extend the Agreement, they shall confirm in writing to extend for a fixed period of time. Either the City or Manager shall have the right to terminate this agreement upon thirty

(30) days prior written notice.

Section 5. FEES. Fees of \$1,000.00 (One Thousand Dollars) shall be payable for each month of the Term of this Agreement. Each installment payment shall be due in advance on the first day of each calendar month during the lease term, subject to the terms of Section 18(i). All fees, and all other payments due to the City under this Agreement, shall be made to the City at 6281 Pearl Road, Parma Heights, Ohio 44130 or at such other address as the City may designate.

The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

Section 6. TAXES. During the Term hereof; Manager shall, be responsible for all personal property taxes and real estate taxes directly attributable to Manager's use. Manager shall have the right to contest all taxes, assessments, charges and impositions, and City agrees to join in such contest, if required by law, and to permit the Manager to proceed with the contest in City's name, provided the expense of the contest is borne by the Manager.

Section 7. REVENUES. All revenues ("Revenues") generated from the operation of the Theatre from events conducted by the Manager shall be and remains the sole property of the Manager.

Revenues generated from events conducted by the City shall be retained by the City.

If Manager and City agree in writing prior to the date of an event conducted by the City, then participation fees may be paid to the Manager based upon the involvement of the Manager in the event. If there is no agreement, in writing, then the City shall retain said revenues.

Section 8. MAINTENANCE AND REPAIRS. The Manager shall, at its sole cost and expense, maintain and repair the interior of the facility, including the lobby, stage, theatre seating area, office area, restrooms, and dressing rooms.

The Manager shall provide evidence of maintenance and repairs to the Director of Public Service on or before the 1<sup>st</sup> day of each month of this Agreement.

In the event that the City must assume the duties of the Manager in whole or in part to maintain and repair any portion of the interior of the Facility, the Manager shall be assessed the cost of such maintenance and repair at a rate of \$48.64 per hour. The minimum charge for such a circumstance shall be four (4) hours per occurrence for each participating employee of the City.

The Manager and the Director of Public Service shall meet prior to the beginning of the lease term to inspect the facility and establish a procedure for maintenance and repair.

The City shall maintain and repair mechanical (including HVAC), plumbing, and electrical systems, and maintain the roof.

**A) SUBCONTRACTOR'S INSURANCE.** Manager shall require that all subcontractors

brought onto the property have insurance coverage at the subcontractor's expense, or be listed as insured on the Manager's insurance policy (as documented in a Certificate of Insurance if requested) in the following minimum amounts:

- a) Workers' compensation - statutory amount
- b) Employer's liability
- c) Comprehensive general liability
  - 1. \$100,000 bodily injury per person - \$300,000 per occurrence
  - 2. \$100,000 property damage

Higher amounts may be required if the work to be performed is sufficiently hazardous. The Manager shall obtain and keep on file a certificate of insurance which shows that the subcontractor is so insured. In addition, where required by law, subcontractors must obtain building permits from the City.

#### Section 9. **FIXTURES AND ALTERATIONS.**

**A) INSTALLATION BY MANAGER.** The Manager and Director of Public Service shall meet within two (2) weeks of the execution of the Agreement to inventory the installation(s) made by the Manager during the Term of the prior Agreement between the parties. The Manager is prohibited from affixing any item, including signage, to any surface of the Theatre Lobby, whether by adhesive, nail, tack, or any other means.

The Manager shall throughout the Term of the Agreement, at its own expense, maintain and clean the Facility and all improvements thereon and shall deliver up the Facility in a clean and sanitary condition at the expiration or termination of this Agreement or the termination of the Manager's right to occupy the facility, in a good repair and condition, reasonable wear and tear excepted. Upon the expiration or termination of this Agreement or the termination or the termination of Manager's right to occupy the leased premises, Manager shall surrender all keys for the facility to the City at the place then fixed for the payment of rent and City shall have the right to reenter and resume possession of the Facility. No act done by Manager or any of Manager's agents (hereinafter defined) during the term of the lease shall be deemed an acceptance of a surrender of Facility, and no agreement to accept a surrender of Facility shall be valid unless the same be made in writing and executed by Manager.

**B) REMOVAL BY MANAGER.** Upon the expiration or earlier termination of this Agreement, the Manager shall remove all trade fixtures and other equipment owned by the Manager and located within Facility, in which event Manager shall repair damage to Facility caused by such removal. The City may, failing removal by the Manager, at Manager's expense, perform such removal.

Section 10. **LIENS.** Manager shall have no ownership rights in the facility and shall not suffer or permit any mechanic's lien or other lien to attach to the Facility or any building or improvement thereon in connection with any work performed by Manager, its agents or contractors, and whenever and as often as any such lien or liens shall be filed or shall attach. Manager shall, within thirty (30) days thereafter, pay such lien or liens or procure their removal

from the Facility.

Section 11. **REPRESENTATION.** Manager represents and warrants to the City that it is an independent contractor and is not an employee of the City and none of its employees, if there be any, shall be employees of the City but shall, at all times, be the sole and exclusive employees of Manager. Manager agrees to indemnify and make the City whole in the event that there are claims made by its employees against the City.

Section 12. **ADDITIONAL INSURANCE.** Manager must furnish a certificate evidencing workers' compensation.

Section 13. **GENERAL INDEMNIFICATION.** Manager hereby indemnifies and agrees to defend and hold City and its employees, agents, and contractors harmless from and against any and all loss, cost, damage, claim or expense, including attorney fees, caused by Manager or any person or party for whom Manager is legally responsible.

Section 14. **INSURANCE.**

- A) **PROPERTY INSURANCE.** City shall obtain and keep in force during the Term, at City's cost and expense, commercial property insurance covering loss or damage to Facility in an amount not less than the replacement value thereof, as the same may be increased from time to time, and providing protection against all perils covered under a standard "special for" or "all risk" policy of commercial property insurance.
- B) **LIABILITY INSURANCE.** Manager shall obtain and keep in force, at its sole cost and expense, commercial general liability insurance insuring against any and all claims for damages resulting from injury or death to persons or injury to property occurring in and about the Facility and arising out of Manager's negligent acts or omissions in connection with its use or occupancy of the Facility, or the negligent acts or omissions of any person using the Facility in connection with Manager's business. The amount of liability coverage shall be not less than \$2,000,000.00 per occurrence and \$2,000,000.00 general aggregate for property damage and injury or death to persons. The City shall be named as an additional insured on said policy of insurance.

Manager is solely responsible for obtaining insurance at its sole expense to cover its personal property.

- C) **CERTIFICATES.** Manager shall deliver to City certificates evidencing the existence and amount of the insurance required above. The Manager shall obtain a Certificate of Additional Insurance from its Insurer, which Certificate shall name the City as an Additional Insured by the Manager's Insurance Carrier. The Manager shall present the Certificate to the City, with a copy to the Law and Finance Departments.

Section 15. **FIRE OR OTHER CASUALTY.** If at any time during the Term of this Agreement or any improvements now or hereafter erected on the Facility shall be destroyed or damaged by fire or any other insured casualty, then, subject to and conditioned upon the amount of

insurance proceeds recovered by City, City shall repair, reconstruct and restore the Facility. If the Facility, or any substantial part thereof, are damaged or destroyed to such an extent that it is impractical to repair or restore the Facility to the approximate condition it was in prior to being damaged within one hundred eighty (180) days of the date of the damage or destruction, City shall have the right to terminate this Agreement upon notice to Manager. The fees shall abate during any period of restoration.

**Section 16. CONDEMNATION.**

A) **ENTIRE TAKING.** If the Facility shall be taken, appropriated or condemned for any public or quasi-public use or purpose, then this Agreement shall automatically cease and terminate as of the date Manager must relinquish possession of the Facility or when title to the Facility vests in the taking authority, whichever occurs latest, and all fees and other charges paid under this Agreement shall be apportioned as of the date of termination. The City will advise the Manager of any plan to appropriate or condemn the property as soon as such information becomes available to the City.

B) **PARTIAL TAKING.** If less than all of the Facility shall be taken, appropriated or condemned for any public or quasi-public use or purpose, and the remaining portion not so taken is, in the opinion of Manager, sufficient for the operation of Manager's business as it is then being conducted, Manager shall continue to use the portion not so taken and there shall be an equitable and proportionate reduction in the fees hereunder.

**Section 17. DEFAULT.** Manager shall be in default hereunder if any one or more of the following events (hereinafter referred to individually as an "Event of Default") shall occur (i) Manager shall fail to pay any monthly installment of fees or any other amounts or charges payable by Manager under this Agreement and such failure shall continue for more than five (5) days after the date such payment was due, (ii) Manager shall neglect or fail to perform or observe any of the other terms, covenants or conditions contained in the Agreement and such failure shall continue for more than thirty (30) days after City's notice to Manager of such failure (or such longer period that is reasonable if the obligation is incapable of cure within such 30-day period and Manager has commenced such cure and diligently prosecutes the same to completion). (iii) Manager shall become bankrupt or insolvent or make a general assignment for the benefit of creditors, (iv) Manager's business and use hereunder shall be taken upon an execution, attachment or other process of laws, or (v) a receiver or trustee shall be appointed to take charge of all or any substantial part of City's property and such appointment shall not be vacated or otherwise nullified within ninety (90) days thereafter. Upon the occurrence of an Event of Default and while such Event of Default continues, City shall have the right, at its option, to terminate this Agreement upon specified date not less than fifteen (15) days after the date of the notice of termination and this Agreement shall then automatically expire on the date so specified unless Manager's default is cured or waived prior thereto.

**Section 18. COMPLIANCE WITH LAW.** Manager shall comply with all governmental laws, ordinances, rules, regulations, orders or other requirements of all governmental bodies having jurisdiction over the Facility and/or Manager's business at the Facility.

**Section 19. ASSIGNMENT.** Manager shall have no right to assign this Agreement, or any part thereof, without the express prior written consent of the City.



Section 20. **RIGHT TO ENTER THE FACILITY.** City and its agents shall have the right to enter the Facility at any time to examine it.

Section 21. **SURRENDER OF THE FACILITY.** At the expiration of the term, or upon any earlier termination of this Agreement for any reason, Manager shall surrender the Facility in broom-clean condition and in good condition and repair. In the event that the Manager should hold over and fail to surrender, for any reason, the City may exercise self-help to assert possession of the Facilities, change the locks, if necessary, take such further action, as necessary, to secure and control the Facilities. In the event that the Manager or its personnel remain on or refuse to surrender and vacate the Facilities, the City may proceed against them in Trespass. In the event that legal action is necessary or appropriate, the Manager shall be responsible for damages and costs, including attorney fees, should the City prevail in such action.

Section 22. **WAIVER.** The waiver by either party of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition of this Agreement. City's acceptance of fees and charges and other amounts hereunder shall not deem to be a waiver of any preceding breach by Manager of any term, covenant or condition of this Agreement. No term, covenant, or condition of this Agreement shall be deemed to have been waived by a party hereto unless such waiver is in writing signed by such party.

Section 23. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties in regard to the Facility. There are no oral agreements existing between the parties hereto.

Section 24. **MODIFICATION OF AGREEMENT.** This Agreement shall not be modified except in writing signed by both the Manager and the City.

Section 25. **GOVERNING LAW; SEVERABILITY.** This Agreement and its performance shall be governed, interpreted and regulated by and in accordance with the laws of the State of Ohio. If any portion of this Agreement should be invalid or held invalid, the remainder of it shall be unaffected and remain in full force and effect.

Section 26. **NOTICE.** Any notice, demand, or request required to be given by City or Manager under this Agreement shall be in writing signed by the party giving it, and sent by certified mail, return receipt requested, to the party to be notified as follows:

TO CITY:  
City of Parma Heights  
Attention: MAYOR MARIE GALLO  
6281 Pearl Road  
Parma Heights, Ohio 44130

TO MANAGER:  
The Cassidy Theatre, Inc.  
Attention: MICHAEL CARAFFI, President

6200 Pearl Road  
Parma Heights, Ohio 44130

Or such other address as City or Manager, respectively, may designate by such a notice. Service shall be complete upon three (3) business days after mailing as set forth above, except in the case of a notice to change an address in which case service shall be complete when notice is received by the addressee. Notice sent by any means other than certified mail, return receipt requested, shall be deemed delivered when such notice is received by the addressee.

Section 27. **SUCCESSORS.** The provisions of this Agreement shall apply to and be binding upon the successors and assigns of both Manager and City.

Section 28. **SURVIVABILITY.** The terms, conditions, agreements and indemnifications contained in the Agreement shall survive the expiration of this Agreement or of any extension(s) of it.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR THE CITY OF PARMA HEIGHTS:**

\_\_\_\_\_  
MARIE GALLO  
Mayor

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

**FOR THE CASSIDY THEATRE INC.:**

\_\_\_\_\_  
MICHAEL CARAFFI  
President

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



**RESOLUTION NO. 2023 - 85**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH ROYALTON TO PROVIDE FOR PRISONER HOUSING SERVICES, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Police Chief, the Director of Public Safety, and the Director of Law have reviewed and recommend that Council authorize an annual Agreement with the City of North Royalton to provide for prisoner housing and jail services to the City of Parma Heights, reserving space at a fixed annual fee.

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

Section 1: The Administration is authorized to enter into an Agreement with the City of North Royalton in the form of Exhibit "A" attached hereto and incorporated herein 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 necessary for the public peace, health, and safety of the Municipality, and for further reason that this Agreement is necessary for the immediate housing of prisoners; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

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

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

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

\_\_\_\_\_  
APPROVED

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

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

# EXHIBIT A

## ANNUAL LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES

This is a lease agreement between the City of North Royalton, Ohio, Lessor, hereinafter "Royalton", and the City of Parma Heights, Ohio, hereinafter Lessee, for the extension of jail housing and ancillary services on an annual basis.

Whereas: Royalton, as a political subdivision of the State of Ohio, owns and operates a "full-service jail" as defined by the state and is authorized to retain prisoners, male and female, for indefinite terms of incarceration; and

Whereas: Royalton offers to lease a limited number of jail cell beds on an exclusive basis to other governmental subdivisions and/or law enforcement agencies for fixed terms under specific conditions set forth below; and

Whereas: Lessee seeks to lease one jail cell bed on an exclusive basis for its own purposes.

Now therefore the parties agree as follows:

- 1) Royalton agrees to lease to Lessee and Lessee agrees to lease from Royalton one jail cell bed in the North Royalton Municipal Jail for Lessee's exclusive use at all times during the term of the lease;
- 2) The term of this lease shall be for one (1) year from January 1, 2023~~4~~ at 12:00AM through December 31, 2023~~4~~ at 11:59PM; any lease that commences after January 1 shall also terminate on December 31 but shall pay prorated rent based upon its commencement date.
- 3) This lease shall renew automatically from year to year unless terminated as provided hereafter;
- 4) In consideration for this lease Lessee shall pay to Royalton the annual RENTAL sum of ~~Sixty-Three Thousand Eight Hundred and Seventy Five Dollars (\$63,875.00)~~ Seventy Three Thousand Dollars (\$73,000.00) PER BED, payable quarterly, in four equal installments in advance on the first day of each quarter of the year without demand or invoice;
- 5) Royalton reserves the right to select the specific cell bed(s) to be assigned for Lessee's use which may and will change from day to day as may be determined by Royalton to conform to the efficient operation of the jail within the sole discretion of Royalton; any part or portion of a day constitutes a full day for billing purposes;
- 6) Royalton will provide all standard jail housing services customarily afforded by municipal jails including regular meals, exercise, 24/7/365 oversight;
- 7) Royalton will provide Lessee's prisoners with limited medical services consistent with similar services to those which it provides to and for its own prisoners; all costs and fees attributable to such limited medical services provided to Lessee's prisoners shall be billed separately to Lessee, as incurred, which shall be reimbursed to Royalton within thirty (30) days of invoice;
- 8) For all emergency medical services and/or other medical services that exceed those commonly afforded by Royalton, Royalton will use the North Royalton Fire Department emergency medical services and the same for transport to medical facilities; all such services and transport and additional facility charges and fees shall be the sole responsibility of Lessee;

NOTWITHSTANDING any Ohio Attorney General Opinion to the contrary AND by the negotiated terms of this agreement all hospital, medical, dental and related similar expenses incurred for the individual prisoner shall be wholly the responsibility of the lessee.

- 9) Lessee will be given reasonable notice, as soon as possible, of any circumstances requiring medical treatment described in paragraphs 7 and/or 8;
- 10) Royalton will provide all required booking and processing of prisoners in accord with the then current North Royalton Jail Policy Manual; Royalton will provide in-house video arraignment service to the Municipal Court subject to the technical limitations of the service and equipment and the availability of necessary staff support;
- 11) All prisoner transport that may be required for any reason (except as noted in paragraph 7 above) is the sole responsibility of Lessee;
- 12) Lessee shall, upon delivery of a prisoner, provide Royalton all necessary information to complete the forms for incarceration including all known medical conditions and/or concerns;
- 13) Royalton reserves the right to decline to accept any prisoner if in Royalton's sole discretion that individual is unable to be safely housed or if that individual presents a danger to himself/herself or others; for any prisoner determined by Royalton to need "administrative segregation" the daily rate will be double the standard rate under the terms of this agreement (~~\$350~~ \$400 per day for lessees with annual exclusive agreements or ~~\$400~~ \$460 per day for lessees with non-exclusive per diem styled agreements);
- 14) Royalton agrees to offer Lessees with exclusive agreements a limited preferred priority for the housing of additional prisoners in excess of the one housed pursuant to the terms of this lease for such convenience as that may offer to Lessee at the then current daily rate for exclusive cell bed availability (~~\$175.00~~ \$200.00 per day);
- 15) Royalton will conduct a review to determine the lease rate for the coming year and communicate that rate to the lessee on or about October 15<sup>th</sup> of each lease year in order to allow for Lessee to properly budget;
- 16) Either party may terminate this lease by sending written notice thereof to the other party on or before November 30<sup>th</sup> of the current lease year;
- 17) Royalton will make every reasonable effort to fulfill its commitments however, notwithstanding any other provision herein, Royalton reserves the right during any declared emergency or unforeseen calamity to temporarily suspend this lease in order to respond to the then-prevailing conditions;
- 18) Both parties shall maintain Comprehensive General Liability policies of insurance with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate that address coverage of risks arising from the performance of public safety activities herein and both parties shall obtain a specific Certificates of Insurance naming the other party as an Additional insured. Both parties shall also maintain Law Enforcement Liability policies with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate, and will provide Certificates of Insurance to the other party with evidence of such coverage. Each party is responsible for the submission of this Agreement to its own insurance carrier and for production of the Certificate of Insured as required herein to list and identify the other party. A copy of the two (2) Certificates shall be published and exchanged between the parties on an annual basis in conjunction with renewal of its comprehensive insurance coverage.
- 19) This agreement is distinct and separate from and in addition to any prior agreement for jail services on a non-exclusive basis.

\_\_\_\_\_  
Mayor Larry Antoskiewicz, City of North Royalton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Marie Gallo, City of Parma Heights

\_\_\_\_\_  
Date

Approved as to form: \_\_\_\_\_  
Thomas A. Kelly, Law Director  
City of North Royalton

Approved as to form: \_\_\_\_\_  
Mark A. Schneider, Law Director  
City of Parma Heights

**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”, AS AMENDED**

**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; and

**WHEREAS**, the Planning Commission met, considered, and recommended the amendment to Chapter 1105 of the Parma Heights Codified Ordinances to Council and the Administration.

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

**Section 1:** That 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~~

~~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, AS AMENDED**

**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; and

**WHEREAS**, the Planning Commission met, considered, and recommended the establishment of Chapter 1106 of the Parma Heights Codified Ordinances to Council and the Administration.

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

Section 1: That this Council does hereby 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 SEWAGE 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 1<sup>st</sup> 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, AS AMENDED**

**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 Gauga 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; and

**WHEREAS**, the Planning Commission met, considered, and recommended the establishment of Chapter 1107 of the Parma Heights Codified Ordinances to Council and the Administration.

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

Section 1: That this Council does hereby 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:

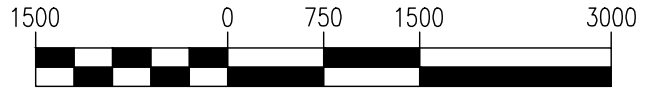
- (a) Prior to soil disturbing activities authorized under this regulation. The applicant shall provide the City of Parma Heights with at least two (2) working days written notice prior to starting such soil disturbing activities.
- (b) Any time evidence is brought to the attention of the City of Parma 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

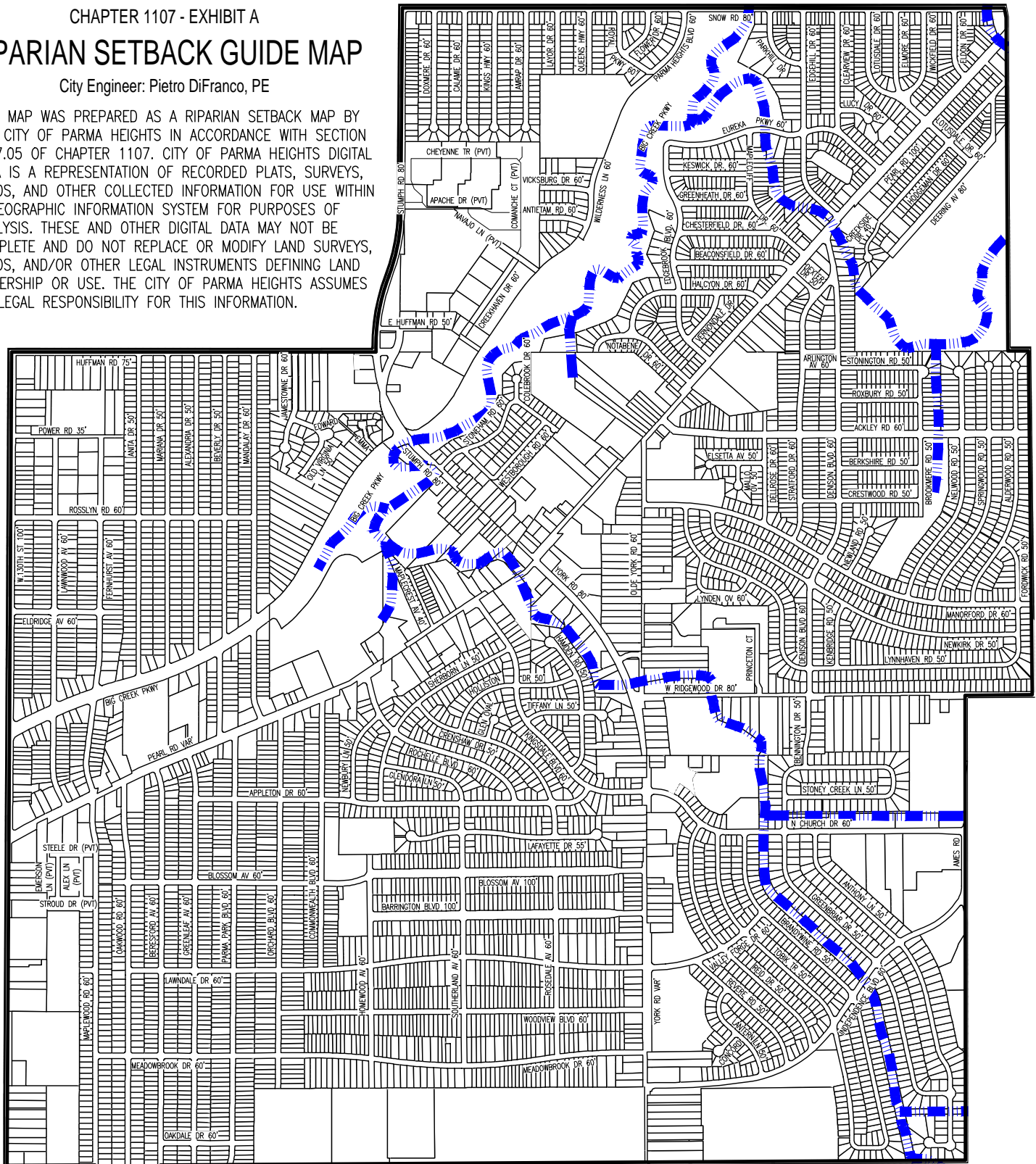
CHAPTER 1107 - EXHIBIT A

**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, AS AMENDED**

**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; and

**WHEREAS**, the Planning Commission met, considered, and recommended the establishment of Chapter 1108 of the Parma Heights Codified Ordinances to Council and the Administration.

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

Section 1: That this Council does hereby 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 - 86**

**AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO  
A LEASE AGREEMENT FOR THE USE OF PARCEL NUMBER 471-03-053  
WITH THE CATHOLIC DIOCESE OF CLEVELAND DBA HOLY NAME HIGH  
SCHOOL, 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. In accordance with the Charter and Ordinances of the City of Parma Heights, the Administration is authorized and directed to enter into a Lease Agreement between the City of Parma Heights and the Catholic Diocese of Cleveland DBA Holy Name High School for the use of Parcel Number 471-03-053 substantially in the form attached hereto as "Exhibit A" and made a part hereof by reference, as if fully rewritten.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this 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 prepare the property prior to the return of students after the holidays; 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**

## ***LEASE AGREEMENT***

---

THIS LEASE (the "Lease") is entered into by and between **CITY OF PARMA HEIGHTS, OHIO, WITH RESPECT TO PROPERTY HELD BY THE PARMA HEIGHTS LAND REUTILIZATION PROGRAM** (the "Lessor") and **THE CATHOLIC DIOCESE OF CLEVELAND D/B/A HOLY NAME HIGH SCHOOL**, 6000 Queens Hwy, Parma Heights, OH 44130 (the "Lessee"). This Lease shall be effective on the date signed by Lessor, if Lessor is last to sign, or on the date signed by Lessee, if Lessee is last to sign (the "Effective Date").

### **WITNESSETH:**

1. **PREMISES.** Lessor holds title to certain property described herein and Lessor does hereby let and lease unto the Lessee for the term and upon the payment of the rents and keeping, performance and observance of all the terms, covenants, provisions, conditions and limitations set forth herein, a portion of such property situated in the City of Parma Heights, County of Cuyahoga and State of Ohio, and known as the entirety of Parcel Number 471-03-053 located at Queens Highway, Parma Heights, OH 44130 (the "Premises").

### 2. **TERM AND OCCUPANCY.**

2.1 Term: This Lease shall be for a term of ten (10) years commencing on the first day of \_\_\_\_\_, 20\_\_, and ending on the last day of \_\_\_\_\_ 20\_\_ (the "Term").

2.2 **Occupancy:** Lessee shall be granted occupancy of the Premises commencing on the Effective Date. Lessor agrees that it shall reasonably cooperate with Lessee in obtaining any necessary permits so long as all costs associated with such permit shall be borne by the Lessee.

3. **RENEWAL TERMS.** Subject to the termination rights in Paragraph 12, the Lessee may exercise an option to renew the Lease for a second Term of five (5) years based upon and pursuant to the terms and conditions herein, and based upon \$50.00 dollar increase in Rent. The Lessee shall issue notification of its intention to exercise its option to renew the Lease, in writing, on or before the end of the initial Term, and further pay tendering payment of additional Rent.

### 4. **RENT.**

4.1 **In General.** Lessee agrees to pay to Lessor rent for the use and occupancy of the Premises ("Rent"). Rent shall be paid on or before the first (1st) day of each and every calendar year (prorated for any partial year) and shall be paid directly to the attention of the Director of Finance at the place which notices are required to be sent hereunder.

4.2 Rent. As Rent for the term of this Lease, Lessee shall pay Lessor \$100 (one hundred dollars) per year.

5. **PURPOSE, USES, AND COMPLIANCE WITH LAWS.** Lessee shall bear full responsibility for the operation and use of the Premises, and ensure its use is exclusively limited to school signage, and for no other purpose. Lessee shall use and occupy the Premises in a careful, safe and proper manner; will not commit or suffer waste therein; will comply with all present and future laws, ordinances, rules, regulations and requirements of the United States of America, the State of Ohio and the appropriate local government respecting said Premises and the use and occupation thereof.

6. **SIGNS.** Lessee may erect such signage upon the Premises upon the prior written consent of the Lessor, and as may be in compliance with appropriate local government regulations respecting such signage ("Signage"). Lessee must solicit and obtain Lessor's consent prior to filing application for necessary sign/building permits, including variances, if required. Such Signage shall be and remain the property of Lessee, unless abandoned as provided herein.

7. **ALTERATIONS AND FIXTURES.** Lessee may from time to time during the term hereof or any extension hereof, make such improvements, alterations, additions, and/or changes (the "Alterations") in and to the signage on the Premises as it finds necessary or convenient for its purposes upon the prior written consent of the Lessor, and all such work shall be done in a professional, good, and workmanlike manner and comply with all applicable ordinances, laws and regulations of all authorities having jurisdiction over the Premises and Lessee's use of said premises. The Signage and all alterations thereto shall remain the property of Lessee unless abandoned as otherwise provided herein.

8. **REPAIRS AND CUSTODIAL REQUIREMENTS.** Lessee shall maintain the Premises in good order and condition in accordance with good business practices including lawn cutting, tree trimming, snow removal, all at the Lessee's expense.

9. **UTILITIES AND OTHER SERVICES.** It is not anticipated that Lessee will use any utilities in connection with its use of the Premises. In the event that Lessee elects to utilize electricity in connection with its use of the Premises, the Lessee shall, upon the prior written consent of the Lessor, and upon applying for and receiving building permits as required by law, maintain all electrical systems at its expense.

10. **LESSOR'S RIGHT TO ACCESS AND EXAMINE PREMISES.** Lessor and its agents and representatives may enter upon the Premises at any time for the following purposes: (i) inspecting the Premises; (ii) making repairs, replacements, or alterations as allowed or required by the Lease; (iii) showing the Premises to prospective purchasers, tenants, or lenders; or (iv) confirming that the Lessee is complying with all terms of this Lease. Lessor shall use reasonable efforts not to unreasonably interfere with Lessee's use of the Premises and shall give Lessee reasonable notice (which may be oral notice) of Lessor's intent to enter upon the Premises. In the case of a real or apparent emergency, no such notice shall be required.

11. **EXPIRATION OR TERMINATION; REMOVAL OF SIGN.** Lessee will surrender and deliver up the Premises upon the expiration or termination of this Lease in good order and condition, reasonable use and natural wear and tear thereof, and damage by fire and unavoidable casualty, excepted. If, at any time, this Lease terminates, whether as a result of any Default by the Lessee, termination by Lessor or Lessee, or simply by the expiration of the Term, the Lessee shall promptly remove Lessee's sign from the Premises. By failing to remove the sign within a reasonable time following termination of this Lease not to exceed one hundred twenty days (120) days, Lessee shall be deemed to have forever abandoned such property and Lessor may remove and dispose of the same in any manner it chooses, at Lessee's cost. Lessee shall hold Lessor harmless from any claims, costs, or damages arising from its use of the premises, including but not limited to the signage.

12. **DEFAULT AND TERMINATION.**

12.1 **Default.** The following shall be deemed an event of default on the part of the Lessee:

- i) Failure to comply with any provisions of this Lease for thirty (30) days after written notice thereof by Lessor; provided that if the nature of such Default is such that the same cannot reasonably be cured within such period, Lessee shall not be deemed to be in Default if Lessee shall within such period commence to cure such Default and thereafter diligently prosecute the same to completion;
- ii) Lessee becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors.

12.2 **Occurrence of Default.** Upon the occurrence of a default by Lessee, Lessor may, without prejudice to any other remedies, peaceably re-enter and take possession of the Premises. At any time during which Lessee is in default, Lessor may also terminate this Lease, without obligation to do so.

12.3 **Termination by Lessee.** Lessee may terminate this Lease Agreement without further obligation upon thirty (30) days advance written notice issued in accordance with the notice provisions as set forth in paragraph 18 herein if, at any time, Lessee is prohibited by any law, regulation, or order from placing or maintaining a sign on the Premises suitable to Lessee's needs. All rights and duties under this Lease agreement shall terminate after the thirty (30) day notice period has expired, with exception of Lessee's obligation to pay any rent which may be due through the termination date.

12.4 **Termination by Lessor.** Lessor may terminate this Lease Agreement without further obligation upon ninety (90) days advance written notice issued in accordance with the notice provisions as set forth in paragraph 18 herein if, at any time, Lessor is prohibited by any

law, regulation, or order from leasing real property to Lessee or in the event that such said premises are determined, in the sole discretion of Lessor, to be necessary or useful for municipal purposes. All rights and duties under this Lease agreement shall terminate after the ninety (90) day notice period has expired, with exception of Lessee's obligation to pay any rent which may be due through the termination date.

13. **DAMAGE OR DESTRUCTION**. In the event that the Premises shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Lessee shall thereupon surrender possession of the Premises to the Lessor, and thereupon this Lease shall cease and be utterly void without further obligation on either party hereto, with the exception of any claims or causes of action resulting from any acts or omissions on the part of the Lessee.

14. **QUIET ENJOYMENT**. Lessor hereby covenants and agrees that upon Lessee's performance of all the covenants, conditions and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Lessor, or any person or persons claiming by, through or under, Lessor.

15. **SUCCESSORS OF THE PARTIES**. This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, but nothing in this paragraph shall authorize an assignment or subleasing of Lessee's interest herein without the express written consent of the Lessor.

16. **SEVERABILITY**. All agreements and covenants contained in this Lease are severable and in the event that any of them shall be held invalid by any competent court, this Lease shall be interpreted as if such invalid agreements and covenants were not contained herein.

17. **TAXES**. Lessee acknowledges that as of the Effective Date the Premises are exempt from real estate taxes but not assessments. To the extent any real estate taxes, assessments (whether special or otherwise, ordinary or extraordinary), or charges of any kind or nature whatsoever, are levied, assessed, or imposed against the Premises, any part thereof, or on any improvements thereon during the tax years occurring during the Term, then Lessee shall pay to Lessor, not later than thirty (30) days after Lessee receives from Lessor an invoice or request for payment, an amount equal to all such taxes, assessments, or charges regardless of whether such taxes are due and payable during the Term or subsequent to the Term. Lessee's obligations under this Section shall survive the expiration or termination of the Lease.

Lessor shall have no obligation to contest the imposition of any such taxes, assessments, or charges against the Premises, the amount of such, or the assessed valuations on which they are based, except to the extent that Lessee requests that Lessor do so and provided that Lessee will pay any and all costs associated with such contest, including but not limited to reasonable attorney fees.

In the event that payment of taxes pursuant this Section becomes an economic hardship for Lessee as determined in Lessee's discretion, Lessee may terminate this Lease upon 30 days notice to the Lessor, and this Lease shall terminate at the end of such 30 period as if it had expired. In such a case, Lessee shall be responsible for the payment of all taxes that have accrued through the termination date of the Lease in addition to any other charges, costs, or other

liabilities accrued as of the termination for which Lessee is responsible under this Lease.

18. **NOTICE**. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing and shall be deemed given to each party at the following addresses or fax numbers, in the case of a faxed notice: (a) if delivered personally (including by overnight express or messenger), upon delivery; (b) if delivered by registered or certified mail (return receipt requested), upon the earlier of actual delivery or three days after being mailed; or (c) if given by facsimile, upon confirmation of transmission by facsimile.

Lessor:

City of Parma Heights  
6281 Pearl Road  
Parma Heights, Ohio 44130  
Attn: Law Department

Fax: (440) 842-3055

Lessee:

Holy Name High School  
6000 Queens Hwy  
Parma Heights, OH 44130  
Attn: President

Fax: \_\_\_\_\_

With a copy to:

Diocese of Cleveland Legal Office  
1404 East Ninth St. – Suite 701  
Cleveland, OH 44114

Fax: 216-781-7732

19. **EMINENT DOMAIN**. If all or any part of the Premises shall be taken or appropriated for public or quasi-public use by the right of eminent domain, either party hereto shall have the right at its option, exercisable within thirty (30) days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before either party may terminate this Lease by reason of taking or appropriation as provided herein above, such taking or appropriation shall be of such an extent and nature as to substantially impair Lessee's use of the Premises.

20. **RELATIONSHIP OF THE PARTIES**. Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the parties hereto, or any relationship other than that of Lessor and Lessee.

21. **LESSEE'S REPRESENTATIVE**. The President of Holy Name High School shall serve as Lessee's representative for the purposes of this Lease.

22. **LEASE CONTINGENCY.** The obligations set forth in this Lease shall be contingent upon Lessee obtaining all necessary approvals and permits in order to erect a sign suitable to Lessee on the Premises.

23. **ENTIRE UNDERSTANDING; MODIFICATION.** This Lease sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing signed by both parties.

24. **EXHIBITS AND ATTACHMENTS.** Any and all exhibits, amendments, addenda, or attachments, if any, attached to this Lease are fully incorporated herein and made a part hereof by this reference.

25. **CAPTIONS.** The captions used as headings for the various sections of this Lease are used as a matter of convenience for reference purposes only.

26. **OHIO LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

27. **COUNTERPART SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document. This Lease may be transmitted between the parties hereto by facsimile or in “.pdf” format via email, and the parties hereto intend that “fax” or emailed signatures shall constitute original signatures and any “faxed” or emailed Lease containing the signature (original or “faxed” or emailed) of a party hereto shall be binding upon such party.

28. **BROKER COMMISSION.** Neither Lessor nor Lessee has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Lessor and Lessee hereby each indemnify the other against all costs, expenses, attorneys’ fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party. The provisions of this Section 43 shall survive the expiration or earlier termination of this Lease.

(Signature page to follow)



IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below.

**LESSOR**

**LESSEE**

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

STATE OF OHIO )  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_ who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his capacity as \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**RESOLUTION NO. 2023 - 87**

**A RESOLUTION PLACING A TEMPORARY MORATORIUM, NOT TO EXCEED SIX (6) MONTHS, ON THE EFFECTIVE DATE OF RECREATIONAL MARIJUANA (STATE ISSUE 2) UNTIL OHIO LEGISLATORS SET UP THE MECHANISM FOR RECREATIONAL MARIJUANA, AND DECLARING AN EMERGENCY**

**WHEREAS**, Ohio voters passed a statutory initiative that will legalize the purchase and use of recreational marijuana for adults 21 and older, becoming the 24th state to do so; and

**WHEREAS**, this Council desires to issue a moratorium, for a temporary period of time, not to exceed six (6) months from the date of passage of this Resolution, regarding related cultivation, sale, and use of marijuana products; and

**WHEREAS**, this Council will be able to consider reasonable regulations to protect the health, welfare, safety, peace, and comfort for the citizens of the City of Parma Heights more effectively if a moratorium is in place.

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

Section 1: That this Council hereby approves a temporary moratorium, not to exceed six (6) months, on issuing permits related to recreational marijuana within the City of Parma Heights.

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

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

Section 4: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this municipality, and for the further reason that this measure is necessary due to the recent passage of the Act to Control and Regulate Adult-Use Cannabis; wherefore, this Resolution shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

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

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

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

\_\_\_\_\_  
APPROVED

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

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

**RESOLUTION NO. 2023 - 88**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO SUBMIT AN APPLICATION FOR THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), DIVISION OF FORESTRY, OHIO'S URBAN FORESTRY GRANT PROGRAM, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City has been advised by the Ohio's Urban Forestry Grant Program that it can participate in a competitive application process for the awarding of a grant from the Ohio Department of Natural Resources, Division of Forestry; and

**WHEREAS**, the City can submit an application and is eligible to receive up to \$500,000.00 in grant funds.

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

Section 1: That this Council hereby supports the City of Parma Heights grant application to the Ohio Department of Natural Resources, Division of Forestry, Ohio's Urban Forestry Grant Program.

Section 2: That this Council hereby respectfully requests that the Ohio Department of Natural Resources, Division of Forestry, give favorable consideration to the City of Parma Heights Ohio's Urban Forestry Grant Program application.

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

Section 4: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to expedite the submission of this grant application; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

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

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

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

**RESOLUTION 2023 - 89**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF  
OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE  
THROUGH GOVPLANET/IRONPLANET**

**WHEREAS**, the Council authorized membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative in Ordinance No. 2017-3; and

**WHEREAS**, GovPlanet/IronPlanet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

**WHEREAS**, GovPlanet/IronPlanet will provide the City of Parma Heights with auction services for the disposal of obsolete city vehicles and equipment; and

**WHEREAS**, the Administration recommends that the vehicles and equipment listed on Exhibit “A” be removed from service as a result of their age and mechanical condition.

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

Section 1: The Administration is authorized and directed to dispose of obsolete city vehicles at a public sale through GovPlanet/IronPlanet, a list of which is described in Exhibit “A”, attached hereto and incorporated by reference.

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

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

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

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

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

## **Exhibit A**

|          |      |               |                   |
|----------|------|---------------|-------------------|
| Building | 2006 | FORD          | 1FAFP24166G179882 |
| SERVICE  | 2009 | FORD          | 1FTRF12W79KB89647 |
| SERVICE  | 2002 | INTERNATIONAL | 1HTSDAAR32H414722 |
| Building | 2006 | DODGE         | 1B3EL46T86N182789 |

**ORDINANCE 2023 - 90**

**AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2023 TO AND INCLUDING DECEMBER 31, 2023, REPEALING ORDINANCE 2023-55, AND DECLARING AN EMERGENCY**

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

Section 1. Funding for the current expenses and other expenditures of the City of Parma Heights, Ohio, for the period commencing January 1, 2023 and ending December 31, 2023, the sums set forth in the attached Exhibit “A”, is set aside and appropriated.

Section 2. Ordinance No. 2023-55 that was passed by Council on September 11, 2023 is repealed.

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

Section 4. The Director of Finance is authorized to draw warrants from any of the foregoing appropriations upon receiving the proper requisition, certificate, and voucher therefore; approved by the officers authorized by law to approve same, or an Ordinance or Resolution to make the expenditure, provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law and Ordinance.

Section 5. This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality and for the further reason that said Ordinance must be enacted as soon as possible to authorize payment, and to maintain the full faith and credit of the Municipality; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

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

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

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

\_\_\_\_\_  
APPROVED

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

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

# EXHIBIT A

## City of Parma Heights

|                                | Original Appropriations | 1st Amended Appropriations | 2nd Amended Appropriations | 3rd Amended Appropriations | Final Appropriations  |
|--------------------------------|-------------------------|----------------------------|----------------------------|----------------------------|-----------------------|
| <b>General Fund</b>            |                         |                            |                            |                            |                       |
| <b>Police</b>                  |                         |                            |                            |                            |                       |
| Personal Services & Benefits   | \$3,745,879.29          |                            | \$0.00                     | \$1,035,000.00             | \$4,780,879.29        |
| Other Operations & Maintenance | \$587,675.00            |                            | \$0.00                     | \$457,800.00               | \$1,045,475.00        |
|                                | <b>\$4,333,554.29</b>   | <b>\$0.00</b>              | <b>\$0.00</b>              | <b>\$1,492,800.00</b>      | <b>\$5,826,354.29</b> |
| <b>Fire</b>                    |                         |                            |                            |                            |                       |
| Personal Services & Benefits   | \$3,638,831.51          |                            | \$0.00                     | \$86,000.00                | \$3,724,831.51        |
| Other Operations & Maintenance | \$189,530.00            |                            | \$0.00                     | \$275,000.00               | \$464,530.00          |
|                                | <b>\$3,828,361.51</b>   | <b>\$0.00</b>              | <b>\$0.00</b>              | <b>\$361,000.00</b>        | <b>\$4,189,361.51</b> |
| <b>Safety</b>                  |                         |                            |                            |                            |                       |
| Personal Services & Benefits   | \$451,668.56            |                            | \$0.00                     | \$55,000.00                | \$506,668.56          |
| Other Operations & Maintenance | \$475,418.96            |                            | \$0.00                     | \$2,800.00                 | \$478,218.96          |
|                                | <b>\$927,087.52</b>     | <b>\$0.00</b>              | <b>\$0.00</b>              | <b>\$57,800.00</b>         | <b>\$984,887.52</b>   |
| <b>Health</b>                  |                         |                            |                            |                            |                       |
| Other Operations & Maintenance | \$120,000.00            |                            | \$17,696.00                |                            | \$137,696.00          |
|                                | <b>\$120,000.00</b>     | <b>\$0.00</b>              | <b>\$17,696.00</b>         | <b>\$0.00</b>              | <b>\$137,696.00</b>   |
| <b>Recreation</b>              |                         |                            |                            |                            |                       |
| Personal Services & Benefits   | \$161,868.60            |                            | \$18,294.98                | (\$15,000.00)              | \$165,163.58          |
| Other Operations & Maintenance | \$250.00                |                            | \$11,400.00                | \$1,200.00                 | \$12,850.00           |
|                                | <b>\$162,118.60</b>     | <b>\$0.00</b>              | <b>\$29,694.98</b>         | <b>(\$13,800.00)</b>       | <b>\$178,013.58</b>   |
| <b>Building</b>                |                         |                            |                            |                            |                       |
| Personal Services & Benefits   | \$500,000.86            |                            | \$0.00                     | \$52,000.00                | \$552,000.86          |
| Other Operations & Maintenance | \$134,050.00            |                            | \$16,500.00                | \$0.00                     | \$150,550.00          |
|                                | <b>\$634,050.86</b>     | <b>\$0.00</b>              | <b>\$16,500.00</b>         | <b>\$52,000.00</b>         | <b>\$702,550.86</b>   |
| <b>Economic Development</b>    |                         |                            |                            |                            |                       |
| Personal Services & Benefits   | \$117,537.10            |                            | \$0.00                     | \$6,500.00                 | \$124,037.10          |
| Other Operations & Maintenance | \$4,100.00              |                            | \$0.00                     | (\$4,100.00)               | \$0.00                |
|                                | <b>\$121,637.10</b>     | <b>\$0.00</b>              | <b>\$0.00</b>              | <b>\$2,400.00</b>          | <b>\$124,037.10</b>   |
| <b>Basic Utility Services</b>  |                         |                            |                            |                            |                       |
| Personal Services & Benefits   |                         |                            |                            |                            |                       |
| Other Operations & Maintenance | \$1,612,000.00          |                            | \$36,000.00                | \$270,000.00               | \$1,918,000.00        |
|                                | <b>\$1,612,000.00</b>   | <b>\$0.00</b>              | <b>\$36,000.00</b>         | <b>\$270,000.00</b>        | <b>\$1,918,000.00</b> |
| <b>Mayor</b>                   |                         |                            |                            |                            |                       |
| Personal Services & Benefits   | \$230,919.51            |                            | \$0.00                     | (\$20,000.00)              | \$210,919.51          |
| Other Operations & Maintenance | \$8,000.00              |                            | \$0.00                     | \$5,000.00                 | \$13,000.00           |
|                                | <b>\$238,919.51</b>     | <b>\$0.00</b>              | <b>\$0.00</b>              | <b>(\$15,000.00)</b>       | <b>\$223,919.51</b>   |
| <b>Council</b>                 |                         |                            |                            |                            |                       |
| Personal Services & Benefits   | \$141,184.91            |                            | \$0.00                     | \$38,000.00                | \$179,184.91          |
| Other Operations & Maintenance | \$11,750.00             |                            | \$0.00                     | \$10,000.00                | \$21,750.00           |
|                                | <b>\$152,934.91</b>     | <b>\$0.00</b>              | <b>\$0.00</b>              | <b>\$48,000.00</b>         | <b>\$200,934.91</b>   |
| <b>Planning/Zoning</b>         |                         |                            |                            |                            |                       |
| Other Operations & Maintenance | \$4,000.00              |                            | \$0.00                     | (\$4,000.00)               | \$0.00                |
|                                | <b>\$4,000.00</b>       | <b>\$0.00</b>              | <b>\$0.00</b>              | <b>(\$4,000.00)</b>        | <b>\$0.00</b>         |
| <b>Finance</b>                 |                         |                            |                            |                            |                       |
| Personal Services & Benefits   | \$305,050.73            |                            | \$0.00                     | \$20,000.00                | \$325,050.73          |
| Other Operations & Maintenance | \$342,000.00            |                            | \$0.00                     | \$2,000.00                 | \$344,000.00          |
|                                | <b>\$647,050.73</b>     | <b>\$0.00</b>              | <b>\$0.00</b>              | <b>\$22,000.00</b>         | <b>\$669,050.73</b>   |

**City of Parma Heights**

|   | <b>Original<br/>Appropriations</b> | <b>1st Amended<br/>Appropriations</b> | <b>2nd Amended<br/>Appropriations</b> | <b>3rd Amended<br/>Appropriations</b> | <b>Final<br/>Appropriations</b> |
|---|------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------|
| <b>Mayor' Court</b>                     |                                    |                                       |                                       |                                       |                                 |
| Personal Services & Benefits            | \$150,893.19                       |                                       | \$0.00                                | (\$15,000.00)                         | \$135,893.19                    |
| Other Operations & Maintenance          | \$21,300.00                        |                                       | \$0.00                                | \$6,500.00                            | \$27,800.00                     |
|   | <b>\$172,193.19</b>                | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>(\$8,500.00)</b>                   | <b>\$163,693.19</b>             |
| <b>Law</b>                              |                                    |                                       |                                       |                                       |                                 |
| Personal Services & Benefits            | \$208,630.69                       |                                       | \$0.00                                | \$0.00                                | \$208,630.69                    |
| Other Operations & Maintenance          | \$101,150.00                       |                                       | \$0.00                                | (\$70,000.00)                         | \$31,150.00                     |
|   | <b>\$309,780.69</b>                | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>(\$70,000.00)</b>                  | <b>\$239,780.69</b>             |
| <b>General Government</b>               |                                    |                                       |                                       |                                       |                                 |
| Personal Services & Benefits            |                                    |                                       | \$0.00                                | \$105,000.00                          | \$778,715.97                    |
| Other Operations & Maintenance          | \$673,715.97                       |                                       |                                       |                                       | \$778,715.97                    |
| Transfers - Out                         | \$1,500,000.00                     |                                       | \$500,000.00                          | \$718,820.00                          | \$2,718,820.00                  |
|   | <b>\$2,173,715.97</b>              | <b>\$0.00</b>                         | <b>\$500,000.00</b>                   | <b>\$823,820.00</b>                   | <b>\$3,497,535.97</b>           |
| <b>Total General Fund Disbursements</b> | <b>\$15,437,404.88</b>             | <b>\$0.00</b>                         | <b>\$599,890.98</b>                   | <b>\$3,018,520.00</b>                 | <b>\$19,055,815.86</b>          |
| <b>SCMR Fund</b>                        |                                    |                                       |                                       |                                       |                                 |
| Personal Services & Benefits            | \$1,687,873.72                     |                                       | \$0.00                                | \$0.00                                | \$1,687,873.72                  |
| Other Operations & Maintenance          | \$447,535.00                       |                                       | \$0.00                                | \$300,000.00                          | \$747,535.00                    |
|   | <b>\$2,135,408.72</b>              | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$300,000.00</b>                   | <b>\$2,435,408.72</b>           |
| <b>State Highway</b>                    |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance          | \$80,000.00                        |                                       | \$0.00                                | (\$10,000.00)                         | \$70,000.00                     |
|   | <b>\$80,000.00</b>                 | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>(\$10,000.00)</b>                  | <b>\$70,000.00</b>              |
| <b>Cemetery</b>                         |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance          | \$200.00                           |                                       | \$0.00                                | \$2,300.00                            | \$2,500.00                      |
|   | <b>\$200.00</b>                    | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$2,300.00</b>                     | <b>\$2,500.00</b>               |
| <b>Parks Maintenance Fund</b>           |                                    |                                       |                                       |                                       |                                 |
| Personal Services & Benefits            | \$230,653.92                       |                                       | \$0.00                                | \$148,000.00                          | \$378,653.92                    |
| Other Operations & Maintenance          | \$258,748.40                       |                                       | \$0.00                                | (\$25,000.00)                         | \$233,748.40                    |
|   | <b>\$489,402.32</b>                | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$123,000.00</b>                   | <b>\$612,402.32</b>             |
| <b>Senior Center Fund</b>               |                                    |                                       |                                       |                                       |                                 |
| Personal Services & Benefits            | \$279,751.72                       |                                       | \$0.00                                | \$70,000.00                           | \$349,751.72                    |
| Other Operations & Maintenance          | \$61,500.00                        |                                       | \$0.00                                | \$200,000.00                          | \$261,500.00                    |
|   | <b>\$341,251.72</b>                | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$270,000.00</b>                   | <b>\$611,251.72</b>             |
| <b>CDBG</b>                             |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance          | \$0.00                             | \$0.00                                | \$0.00                                | \$206,000.00                          | \$206,000.00                    |
|   | <b>\$0.00</b>                      | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$206,000.00</b>                   | <b>\$206,000.00</b>             |
| <b>FEMA Grant Fund</b>                  |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance          | \$0.00                             |                                       | \$0.00                                | \$362,000.00                          | \$362,000.00                    |
|   | <b>\$0.00</b>                      | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$362,000.00</b>                   | <b>\$362,000.00</b>             |
| <b>Police Donations (PACT)</b>          |                                    |                                       |                                       |                                       |                                 |
| Police - Other Expense                  | \$0.00                             | \$0.00                                | \$0.00                                | \$306.00                              | \$306.00                        |
|   | <b>\$0.00</b>                      | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$306.00</b>                       | <b>\$306.00</b>                 |



**City of Parma Heights**

|                                     | <b>Original<br/>Appropriations</b> | <b>1st Amended<br/>Appropriations</b> | <b>2nd Amended<br/>Appropriations</b> | <b>3rd Amended<br/>Appropriations</b> | <b>Final<br/>Appropriations</b> |
|-------------------------------------|------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------|
| <b>Permissive Fund</b>              |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance      | \$120,000.00                       |                                       | \$100,000.00                          | (\$80,000.00)                         | \$140,000.00                    |
| Transfers - Out                     |                                    |                                       |                                       |                                       |                                 |
|                                     | <b>\$120,000.00</b>                | <b>\$0.00</b>                         | <b>\$100,000.00</b>                   | <b>(\$80,000.00)</b>                  | <b>\$140,000.00</b>             |
| <b>Police Pension Fund</b>          |                                    |                                       |                                       |                                       |                                 |
| Employers Share                     | \$548,847.07                       |                                       | \$153,037.35                          | (\$30,000.00)                         | \$671,884.42                    |
|                                     | <b>\$548,847.07</b>                | <b>\$0.00</b>                         | <b>\$153,037.35</b>                   | <b>(\$30,000.00)</b>                  | <b>\$671,884.42</b>             |
| <b>Fire Pension Fund</b>            |                                    |                                       |                                       |                                       |                                 |
| Employers Share                     | \$666,886.97                       |                                       | \$96,789.47                           | (\$40,000.00)                         | \$723,676.44                    |
|                                     | <b>\$666,886.97</b>                | <b>\$0.00</b>                         | <b>\$96,789.47</b>                    | <b>(\$40,000.00)</b>                  | <b>\$723,676.44</b>             |
| <b>Coronavirus Relief Fund</b>      |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance      | \$600,000.00                       |                                       |                                       | \$882,066.00                          | \$882,066.00                    |
|                                     | <b>\$600,000.00</b>                | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$882,066.00</b>                   | <b>\$882,066.00</b>             |
| <b>Mayor's Court Computer Fund</b>  |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance      | \$3,500.00                         | \$0.00                                | \$0.00                                | \$0.00                                | \$3,500.00                      |
| Capital Outlay                      |                                    |                                       |                                       |                                       |                                 |
|                                     | <b>\$3,500.00</b>                  | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$3,500.00</b>               |
| <b>Ambulance Billing Fund</b>       |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance      | \$40,000.00                        |                                       | \$0.00                                | \$20,000.00                           | \$60,000.00                     |
| Transfers - Out                     | \$450,000.00                       |                                       | \$350,000.00                          | \$50,000.00                           | \$850,000.00                    |
|                                     | <b>\$490,000.00</b>                | <b>\$0.00</b>                         | <b>\$350,000.00</b>                   | <b>\$70,000.00</b>                    | <b>\$910,000.00</b>             |
| <b>School Zone Safety</b>           |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance      | \$0.00                             |                                       | \$0.00                                | \$35,000.00                           | \$35,000.00                     |
| Capital Outlay                      |                                    |                                       |                                       | \$225,000.00                          | \$225,000.00                    |
|                                     | <b>\$0.00</b>                      | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$260,000.00</b>                   | <b>\$260,000.00</b>             |
| <b>Special Bond Retirement Fund</b> |                                    |                                       |                                       |                                       |                                 |
| Bond Principal and Interest         | \$268,327.00                       |                                       | \$0.00                                | \$6,673.00                            | \$275,000.00                    |
| Other                               |                                    |                                       |                                       |                                       |                                 |
|                                     | <b>\$268,327.00</b>                | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$6,673.00</b>                     | <b>\$275,000.00</b>             |
| <b>Capital Improvement Fund</b>     |                                    |                                       |                                       |                                       |                                 |
| Capital Outlay                      | \$960,100.00                       | \$4,200,000.00                        | \$590,800.00                          | \$590,800.00                          | \$6,341,700.00                  |
|                                     | <b>\$960,100.00</b>                | <b>\$4,200,000.00</b>                 | <b>\$590,800.00</b>                   | <b>\$590,800.00</b>                   | <b>\$6,341,700.00</b>           |
| <b>Capital Projects Fund</b>        |                                    |                                       |                                       |                                       |                                 |
| Other Operations & Maintenance      | \$100,000.00                       |                                       |                                       |                                       | \$100,000.00                    |
| Capital Outlay                      | \$0.00                             |                                       | \$600,000.00                          | \$600,000.00                          | \$1,200,000.00                  |
|                                     | <b>\$100,000.00</b>                | <b>\$0.00</b>                         | <b>\$600,000.00</b>                   | <b>\$600,000.00</b>                   | <b>\$1,300,000.00</b>           |
| <b>Medical Self Insurance Fund</b>  |                                    |                                       |                                       |                                       |                                 |
| Medical Payments                    | \$2,050,000.00                     |                                       | \$0.00                                | \$800,000.00                          | \$2,850,000.00                  |
|                                     | <b>\$2,050,000.00</b>              | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$800,000.00</b>                   | <b>\$2,850,000.00</b>           |
| <b>Fleet Maintenance Fund</b>       |                                    |                                       |                                       |                                       |                                 |
| Employee Expense                    | \$382,492.60                       |                                       | \$0.00                                | (\$30,000.00)                         | \$352,492.60                    |
| Other Expense                       | \$373,500.00                       |                                       | \$0.00                                | \$175,000.00                          | \$548,500.00                    |
|                                     | <b>\$755,992.60</b>                | <b>\$0.00</b>                         | <b>\$0.00</b>                         | <b>\$145,000.00</b>                   | <b>\$900,992.60</b>             |

**City of Parma Heights**

|                                   | <b>Original<br/>Appropriations</b> | <b>1st Amended<br/>Appropriations</b> | <b>2nd Amended<br/>Appropriations</b> | <b>3rd Amended<br/>Appropriations</b> | <b>Final<br/>Appropriations</b> |
|-----------------------------------|------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------|
| <i>Worker's Compensation Fund</i> |                                    |                                       |                                       |                                       |                                 |
| 2023 Full Payment                 | \$149,570.00                       |                                       | \$65,430.00                           | \$30,000.00                           | \$245,000.00                    |
|                                   | <b>\$149,570.00</b>                | <b>\$0.00</b>                         | <b>\$65,430.00</b>                    | <b>\$30,000.00</b>                    | <b>\$245,000.00</b>             |

|                                  |                        |                       |                       |                       |                        |
|----------------------------------|------------------------|-----------------------|-----------------------|-----------------------|------------------------|
| <b>Total Appropriations 2023</b> | <b>\$25,196,891.28</b> | <b>\$4,200,000.00</b> | <b>\$2,555,947.80</b> | <b>\$7,506,665.00</b> | <b>\$38,859,504.08</b> |
|----------------------------------|------------------------|-----------------------|-----------------------|-----------------------|------------------------|

| <b>Fund</b>           | <b>Transfers</b>      |
|-----------------------|-----------------------|
| EMS to General Fund   | \$850,000.00          |
| General to Recreation | \$55,000.00           |
| General to Senior     | \$225,000.00          |
| General to Police     | \$456,850.00          |
| General to Fire       | \$481,970.00          |
| General to SCMR       | \$1,500,000.00        |
|                       | <b>\$3,568,820.00</b> |