



City of Parma Heights
Council Meeting
6281 Pearl Road
Monday, November 25, 2024
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: NOVEMBER 12, 2024 – CITY COUNCIL MEETING

REPORTS FROM MAYOR AND DIRECTORS

**COMMUNICATIONS: BAZAR MARKET & GRILL LLC DBA BAZAR MARKET & GRILL,
6619B PEARL RD, PARMA HEIGHTS, OH 44130**

PUBLIC SESSION

LEGISLATION:

Third Reading

1) **RESOLUTION 2024 – 63**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE A MUTUAL AGREEMENT FOR OPTION YEARS 1 & 2 OF THE CONTRACT WITH BROWNING – FERRIS INDUSTRIES OF OHIO, INC., FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES, AND DECLARING AN EMERGENCY, AS AMENDED

2) **ORDINANCE NO. 2024 – 79**
AN ORDINANCE AMENDING SECTION 909.01 ENTITLED “ADOPTION BY REFERENCE” WITHIN THE MASTER STREET TREE PLAN CHAPTER OF THE PARMA HEIGHTS CODIFIED ORDINANCES, UPDATING THE CITY’S MASTER STREET TREE PLAN, AND DECLARING AN EMERGENCY, AS AMENDED

Second Reading

3) **ORDINANCE NO. 2024 - 65**
AN ORDINANCE AMENDING CHAPTER 1189 ENTITLED “REGISTRATION REQUIRED COMMUNITY RESIDENTIAL FACILITIES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED

4) **ORDINANCE NO. 2024 - 66**
AN ORDINANCE AMENDING CHAPTER 1191 ENTITLED “TYPE B FAMILY DAY-CARE HOMES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED

5) **ORDINANCE NO. 2024 – 81**
AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ESTABLISH AN OPT-IN NATURAL GAS PROGRAM PURSUANT TO SECTION 4929.27(A)(1) OF THE OHIO REVISED CODE, JOINTLY THROUGH NOPEC AS A NOPEC MEMBER, AND DECLARING AN EMERGENCY

- 6) **ORDINANCE NO. 2024 – 82**
AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC OPT-IN GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN OPT-IN GAS AGGREGATION PROGRAM AS A NOPEC MEMBER, AND DECLARING AN EMERGENCY
- 7) **ORDINANCE NO. 2024 - 83**
AN ORDINANCE AMENDING AND ENACTING CHAPTER 743 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “FROZEN DESSERT PEDDLERS” TO PROVIDE FOR A REVISED CHAPTER OF THE BUSINESS REGULATION CODE
- 8) **ORDINANCE NO. 2024 – 86**
AN ORDINANCE TO ESTABLISH APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO DURING THE PERIOD OF JANUARY 1, 2025 TO AND INCLUDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY
- First Reading
- 9) **RESOLUTION NO. 2024 - 87**
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
- 10) **RESOLUTION NO. 2024 -88**
A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO EXECUTE A PURCHASE ORDER WITH ALL-AMERICAN FIRE EQUIPMENT THROUGH SOURCEWELL FOR THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT, SCBA UNITS, AND FACE PIECES ASSOCIATED WITH SELF-CONTAINED BREATHING APPARATUSES AT THE PURCHASE PRICE OF TWO HUNDRED EIGHTY-THREE THOUSAND, NINE HUNDRED THIRTY-SEVEN DOLLARS (\$283,937.00), AND DECLARING AN EMERGENCY
- 11) **RESOLUTION NO. 2024 – 89**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXPEND FUNDS TO GRACE BROTHERS LANDSCAPING, INC., AND BOB HUGHES, INC. FOR TREE PLANTING SERVICES, AND DECLARING AN EMERGENCY
- 12) **RESOLUTION NO. 2024 – 90**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AGREEMENTS TO SECURE INSURANCE COVERAGE FOR THE EMPLOYEES OF THE CITY OF PARMA HEIGHTS WITH MEDICAL MUTUAL OF OHIO, AND DECLARING AN EMERGENCY
- 13) **ORDINANCE NO. 2024 - 91**
AN ORDINANCE PROVIDING FOR SHORT-TERM RENTALS ESTABLISHING CHAPTER 769, AMENDING CHAPTERS 1171 AND 1174, AND ESTABLISHING CHAPTER 1192 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

ADJOURNMENT



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



440-884-1235

6184 Pearl Road, Parma Heights Oh 44130

440-842-1029 FAX

November 21, 2024

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

RE: Liquor Permit #0527706

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 #0527706 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 BAZAR MARKET & GRILL LLC. DBA BAZAR MARKET & GRILL The name(s) associated with this permit are Igor Strelnikov and Oleg Makhayev. The address is 6619B Pearl Road, Parma Heights, Ohio 44130.

Sincerely,

Tanya Czack
Chief of Police

RECEIVED

NOV 12 REC'D

COUNCIL OFFICE

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
8608 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3168

TO

0527706 PERMIT NUMBER		NEW TYPE	BAZAR MARKET & GRILL LLC DBA BAZAR MARKET & GRILL 6619B PEARL RD PARMA HEIGHTS OH 44130	
10 21 2024 ISSUE DATE				
10 21 2024 FILING DATE				
C1 C2 PERMIT CLASSES				
18 TAX DISTRICT	473	C	E32286 RECEIPT NO.	

FROM 11/06/2024

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



MAILED 11/06/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN 12/09/2024

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES C NEW 0527706

(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

RESOLUTION 2024 – 63

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE A MUTUAL AGREEMENT FOR OPTION YEARS 1 & 2 OF THE CONTRACT WITH BROWNING – FERRIS INDUSTRIES OF OHIO, INC., FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, this Council authorized and the Administration advertised for competitive bids to perform waste hauling services, based on specifications for a base term of three years and additional options of two additional years, which terms and rates were provided by Bid Form 8B, as awarded to Browning-Ferris Industries of Ohio, Inc.; and

WHEREAS, Resolution 2021 – 25, passed on October 25, 2021, authorized the Mayor to enter into a contract with Browning-Ferris Industries of Ohio, Inc. for residential waste collection and recycling services; and

WHEREAS, the Contract specifically allows for amendments as long as such amendments are in writing and signed by both parties; and

WHEREAS, Resolution 2024 – 6, passed on February 12, 2024, authorized the Administration to execute an amendment to the contract with Browning-Ferris Industries of Ohio, Inc. for residential waste collection and recycling services; and

WHEREAS, this Council authorizes the Administration to exercise ~~execute a Mutual Agreement for~~ Option Years 1 & 2 to the ~~e~~Contract with Browning – Ferris Industries of Ohio, Inc. as provided for in the successful bid and authorizes the Administration to execute a Mutual Agreement to exercise those Option Years. ~~to exercise options years 1 & 2 of the original contract, as provided in the successful bid.~~

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

Section 1. The Administration is hereby authorized to execute a Mutual Agreement for Option Years 1 & 2 to the contract with Browning – Ferris Industries of Ohio, Inc., 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 action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council declares the 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 exercise option years 1 & 2 to avoid a disruption in public service; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A, as amended

**MUTUAL AGREEMENT FOR OPTION YEARS 1 & 2 OF
RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL,
AND RECYCLING SERVICES**

This Mutual Agreement for Option Years 1 & 2 for Residential Solid Waste Collection, Disposal, and Recycling Services (this “Mutual Agreement for Option”) is made and entered into effective _____, 2024 (the “Option Effective Date”) by and between Browning Ferris Industries of Ohio, Inc, dba Republic Services of Elyria (“Contractor”), and the City of Parma Heights, Ohio (“City”) (referred herein as a “Party”, and collectively as the “Parties”).

RECITALS

A. Contractor was the successful bidder and was awarded the contract based on Bid Forms pricing for a base three (3) year term of service (2022-2024) followed by Option Year 1 (2025) and Option Year 2 (2026).

B. Contractor and City entered into a certain Agreement for Residential Solid Waste Collection, Disposal, and Recycling Services dated January 1, 2022 along with applicable exhibits and amendments, (collectively with all documents the “Agreement”).

C. City and Contractor now desire to document its mutual agreement to exercise Option Year 1 (2025) and Option Year 2 (2026), and to make certain changes to the Agreement to accommodate such exercise of those options, as more fully set forth below.

AGREEMENT

Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

1. Services. The Parties agree that effective January 1, 2025, the Contractor shall provide services consistent with the services outlined in the Agreement for Residential Solid Waste Collection, Disposal, and Recycling Services dated January 1, 2022, and as amended on February 21, 2024:

2. Term. The Parties mutually agree to the extension of services pursuant to the Agreement into Option Year 1 (2025) and into Option Year 2 (2026) subject to and governed by the following mutually agreed upon rates, listed in the original Agreement. BID FORM 8(B) of the successful bid designates option year 1-2025 to be \$19.42 and option year 2-2026 to be \$20.00 per month.

<u>All-inclusive pricing for a 3-year contract term with two one-year renewal options</u>	<u>Yard Waste Collection - pricing for a 3-year contract term with two one-year renewal options</u>	<u>Total pricing for a 3-year contract term with two one-year renewal options</u>
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<u>For Solid Waste and Recycling collection, Solid Waste disposal and Recycling Processing services, includes weekly Bulky Waste collection.</u>	<u>For seasonal collection of Yard Waste from April through November and first two weeks of January and to deliver the Yard Waste to a Compost Facility.</u>	<u>For Solid Waste and Recycling collection, Solid Waste disposal and Recycling Processing services, includes Yard Waste and weekly Bulky Waste collection.</u>
<u>Per Residential Unit, per month bid price</u>	<u>Per Residential Unit, per month bid price</u>	<u>Per Residential Unit, per month bid price</u>
<u>Option Year 1</u> <u>2024 \$ 18.85</u>	<u>Option year 1</u> <u>2024 - Subject to First Amendment dated February 12, 2024, Resolution 2024-6</u>	<u>Option year 1</u> <u>2024 \$ 18.85</u>
<u>Option year 2</u> <u>2025 \$ 20.00</u>	<u>Option year 2</u> <u>2025 - Subject to First Amendment dated February, 12, 2024, Resolution 2024-6</u>	<u>Option year 2</u> <u>2025 \$ 20.00</u>

3. Capitalized Terms. The parties agree that capitalized terms not otherwise defined in this Mutual Agreement for Option shall have the meaning set forth in the Agreement.

4. Continuing Effect. Except as specifically amended by this Mutual Agreement for Option, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Mutual Agreement for Option, this Mutual Agreement for Option shall prevail.

5. Counterparts. This Mutual Agreement for Option may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Mutual Agreement for Option to be effective as of the Mutual Agreement for Option Effective Date.

Browning Ferris Industries of Ohio, Inc. dba
Republic Services of Elyria

City of Parma Heights, Ohio

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ORDINANCE NO. 2024 – 79

AN ORDINANCE AMENDING SECTION 909.01 ENTITLED “ADOPTION BY REFERENCE” WITHIN THE MASTER STREET TREE PLAN CHAPTER OF THE PARMA HEIGHTS CODIFIED ORDINANCES, UPDATING THE CITY’S MASTER STREET TREE PLAN, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the City of Parma Heights maintains a Master Street Tree Plan showing the varieties of trees to be planted in the public right of way of all streets within the City; and

WHEREAS, the City’s Forester, Bur Oak, Training, Consulting, & Design, LLC, has revised the Master Street Tree Plan and recommends adoption of the revised Master Street Tree Plan; and

WHEREAS, the revised Master Street Tree Plan is contained under separate cover attached to this Ordinance as “Exhibit B, as amended” and will be available for inspection at City Hall; and

WHEREAS, this Council and the Administration desire to adopt the revised Master Street Tree Plan.

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

Section 1: That Section 909.01 of the Codified Ordinances is hereby amended and shall henceforth read as shown by edits set forth in “Exhibit A”, which is attached hereto and incorporated by reference.

Section 2: That the City of Parma Heights Master Street Tree Plan is hereby amended and updated as set forth in “Exhibit B, as amended”, which is attached hereto and incorporated by reference. Said plan will also be available for inspection by request through the Department of Public Service.

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

Section 4: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to update the Master Street Tree Plan in order to accurately reflect varieties of trees to be planted in rights of way during the current season; 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

909.01 ADOPTION BY REFERENCE.

There is hereby adopted for the City a Master Street Tree Plan showing varieties of trees to be planted in the public right of way of all streets within the City. The plan is contained under separate cover attached to Ordinance ~~1965-29~~ 2024-79, passed ~~March 8, 1965~~ _____, 2024, and incorporated into this chapter by reference as if fully set forth herein. The Master Street Tree Plan remains on file at City Hall.

(Ord. 1965-29. Passed 3-8-65.)

EXHIBIT B, as amended

Master Street Tree Plan

For

Parma Heights, Ohio

Revised January 2024



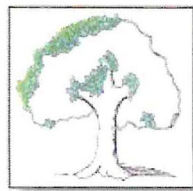
Prepared by:

Bur Oak Training, Consulting & Design

18288 Madison Rd

Middlefield, Ohio 44062

440-759-9412



Bur Oak, LLC

Training, Consulting & Design

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line

Ackley Rd. 10100 Pearl Rd. to Dellrose Dr.
 American Elm, *Ulmus americana* Turkish Filbert, *Corylus colurna*

Ackley Rd. 10000 Dellrose Dr. to Stratford Dr.
 Red Oak, *Quercus rubra* Canadian Serviceberry, *Amelanchier canadensis*

Ackley Rd. 9900 Stratford Dr. to Denison Blvd.
 Horsechestnut, *Aesculus hippocastanum* - seedless Red Buckeye, *Aesculus pavia*

Ackley Rd. 9400 Nelwood Rd. to Alderwood Rd.
 London Planetree, *Platanus x acerifolia* Red Chokecherry, *Prunus virginiana*

Ackley Rd. 9305 Brookmere Dr. to Nelwood Rd.
 Hackberry, *Celtis occidentalis* Red Bud, *Cercis canadensis*

Ackley Rd. 9300 Denison Blvd. to Brookmere Dr.
 Accolade Elm, *Ulmus davidiana* 'Morton' American Filbert, *Corylus americana*

Alderwood Rd. 6400 Fordwick Rd. to Manorford Dr.
 Sugar Maple, *Acer saccharum* Paperbark Maple, *Acer griseum*

Alderwood Rd. 6400 6352 South to Fordwick Rd.
 Honeylocust, *Gleditsia tricanthos* f. *inermis* Morian Honeylocust, *Gleditsia tricanthos* f. *inermis* 'Morain'

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Alderwood Rd.	6300	Ackley Rd.	to 6352
	Dawn Redwood, <i>Metasequoia glyptostroboides</i>		Kousa Dogwood, <i>Cornus kousa</i>
Alderwood Rd.	6200	End	to Ackley Rd.
	Sawtooth Oak, <i>Quercus acutissima</i>		Crabapple, <i>Malus</i>
Alexandria Dr.	6500	6500	to Big Creek Pkwy.
	Black Gum, <i>Nyssa sylvatica</i>		Sargent Cherry, <i>Prunus sargentii</i>
Alexandria Dr.	6400	6304	to Rosslyn Rd.
	Lacebark Elm, <i>Ulmus parvifolia</i>		Frontier Elm, <i>Ulmus x 'Frontier'</i>
Alexandria Dr.	6400	Rosslyn Rd.	to 6500
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Alexandria Dr.	6200	Huffman Rd.	to 6304
	Sawtooth Oak, <i>Quercus acutissima</i>		Crabapple, <i>Malus</i>
Amrap Dr.	5900	5874	to End
	Horsechestnut, <i>Aesculus hippocastanum</i> - seedless		Red Buckeye, <i>Aesculus pavia</i>
Amrap Dr.	5800	Snow Rd.	to 5874
	Red Maple, <i>Acer rubrum</i>		Tatarian Maple, <i>Acer tataricum</i>
Anita Dr.	6500	6500	to Big Creek Pkwy.
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>



Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Anita Dr.	6400	6304	to Rosslyn Rd.
	Katsura Tree, <i>Cercidiphyllum japonicum</i>		Red Bud, <i>Cercis canadensis</i>
Anita Dr.	6400	Rosslyn Rd.	to 6500
	American Elm, <i>Ulmus americana</i>		Turkish Filbert, <i>Corylus colurna</i>
Anita Dr.	6200	Huffman Rd.	to 6304
	Striped Bark Maple, <i>Acer triflorum</i>		Amur Maple, <i>Acer ginnala</i>
Anthony Ln.	7000	7004 South	to Greenbriar Dr.
	Hardy Rubber Tree, <i>Eucommia ulmoides</i>		Sargent Cherry, <i>Prunus sargentii</i>
Anthony Ln.	7000	Greenbriar Dr.	to End
	Red Horsechestnut, <i>Aesculus x carnea</i> <i>prunifolium 'Dark Tower'</i>		Blackhaw Viburnum Tree, <i>Viburnum</i>
Anthony Ln.	6900	Independence Blvd.	to 7004
	Black Gum, <i>Nyssa sylvatica</i>		Sargent Cherry, <i>Prunus sargentii</i>
Anthony Ln.	6800	6860 South	to Independence Blvd.
	Striped Bark Maple, <i>Acer triflorum</i>		Amur Maple, <i>Acer ginnala</i>
Anthony Ln.	6700	N. Church Dr.	to 6860
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Antietam Rd.	10800	End	to Wilderness Ln.
	Red Maple, <i>Acer rubrum</i>		Tatarian Maple, <i>Acer tataricum</i>



Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Appleton Dr.	12100	Commonwealth Blvd. to	Sherborn Rd.
	Black Oak, <i>Quercus velutina</i> Crabapple, <i>Malus</i>		
Appleton Dr.	11900	Sherborn Rd. to	Søutherland Ave.
	River Birch, <i>Betula nigra</i>	Sourwood, <i>Oxydendrum arboreum</i>	
Appleton Dr.	11200	Søutherland Ave. to	Rochelle Blvd.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>	Saucer Magnolia, <i>Magnolia stellata</i>	
Appleton Dr.	11000	Rochelle Blvd. to	Crenshaw Dr.
	Zelkova, <i>Zelkova serrata</i>	Shantug Maple, <i>Acer truncatum</i>	
Appleton Dr.	10700	Crenshaw Dr. to	Kingsdale Blvd.
	Littleleaf Lindon, <i>Tilia cordata</i>	Yoshino Cherry, <i>Prunus x yedoensis</i>	
Appleton Dr.	0	Oarhchard Blvd. to	Commonwealth Blvd.
	Tuliptree, <i>Liriodendron tulipifera</i>	Serviceberry, <i>Amelanchir x grandiflora</i>	
Appleton Dr.	0	Greenleaf Ave. to	Parma Park Blvd.
	Baldcypress, <i>Taxodium distichum</i>	Cornelian Cherry, <i>Cornus mas</i>	
Appleton Dr.	0	Parma Park Blvd. to	Orchard Blvd.
	Baldcypress, <i>Taxodium distichum</i>	Cornelian Cherry, <i>Cornus mas</i>	
Arlington Ave.	0	Stratford Dr. to	Denison Blvd.
	Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>	

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Aylesworth Dr.	6500	6530 South	to Denison Blvd.
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Aylesworth Dr.	6400	Lynden Oval	to Lynden Oval
	Silver Linden, <i>Tilia tomentosa</i>		PeKin Lilac, <i>Syringa pekinensis</i>
Aylesworth Dr.	6400	Manorford Dr.	to Lynden Oval
	Freeman Maple, <i>Acer x freemanii inermis</i>		Cockspur Hawthorn, <i>Crataegus crusgalli</i>
Aylesworth Dr.	6400	Lynden Oval	to 6530
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>
Barrington Blvd.	11500	Homewood Ave.	to S��therland Ave.
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Barrington Blvd.	11100	S��therland Ave.	to Rosedale Ave.
	Swamp White Oak, <i>Quercus bicolor</i>		Winter King Hawthorn, <i>Crataegus vridis</i>
Barrington Blvd.	10700	Rosedale Ave.	to York Rd.
	Freeman Maple, <i>Acer x freemanii inermis</i>		Cockspur Hawthorn, <i>Crataegus crusgalli</i>
Beaconsfield Dr.	10100	Edgebrook Blvd.	to Pearl Rd.
	Bur Oak, <i>Quercus macrocarpa</i>		Crabapple, <i>Malus</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Bennington Dr.	6600	Greenbriar Dr.	to W Ridgewood Dr.
	Baldcypress, <i>Taxodium distichum</i>		Cornelian Cherry, <i>Cornus mas</i>
Beresford Ave.	7000	Meadowbrook Dr.	to Harwood Dr.
	American Lindon, <i>Tilia americana</i>		Tree lilac, <i>Syringa reticulata</i>
Beresford Ave.	6900	Lawndale Dr.	to Meadowbrook Dr.
	Black Gum, <i>Nyssa sylvatica</i>	Sargent Cherry, <i>Prunus sargentii</i>	
Beresford Ave.	6800	Blossom Ave.	to Lawndale Dr.
	Horsechestnut, <i>Aesculus hippocastanum</i> - seedless	Red Buckeye, <i>Aesculus pavia</i>	
Beresford Ave.	6700	Pearl Rd.	to Blossom Ave.
	Ginkgo, <i>Ginkgo biloba</i>	Ohio Pioneer Hawthorn, <i>Crataegus punctata imermis</i>	
Berkshire Rd	9300	Denison Blvd.	to Brookmere Dr.
	Katsura Tree, <i>Cercidiphyllum japonicum</i>	Red Bud, <i>Cercis canadensis</i>	
Beverly Dr.	6600	Big Creek Pkwy.	to Pearl Rd.
	Striped Bark Maple, <i>Acer triflorum</i>	Amur Maple, <i>Acer ginnala</i>	
Beverly Dr.	6500	6500	to Big Creek Pkwy.
	Katsura Tree, <i>Cercidiphyllum japonicum</i>	Red Bud, <i>Cercis canadensis</i>	
Beverly Dr.	6400	Rosslyn Rd.	to 6500
	Hardy Rubber Tree, <i>Eucommia ulmoides</i>	Sargent Cherry, <i>Prunus sargentii</i>	

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Beverly Dr.	6400	6304	to Rosslyn Rd.
	Miyabe Maple, <i>Acer miyabei</i>		Kwanzan Cherry, <i>Prunus serrulata</i>
Beverly Dr.	6200	Huffman Rd.	to 6304
	Yellowwood, <i>Cladrastis kentukea</i>		Carolina Silverbell, <i>Halesia tetraptera</i>
Blossom Ave.	11500	Homewood Ave.	to Sœutherland Ave.
	Accolade Elm, <i>Ulmus davidiana</i> 'Morton'		American Filbert, <i>Corylus americana</i>
Blossom Ave.	11100	Sœutherland Ave.	to Rosedale Ave.
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>		Korean Evodia, <i>Evodia danielii</i>
Blossom Ave.	10700	Rosedale Ave.	to York Rd.
	Red Oak, <i>Quercus rubra</i>		Canadian Serviceberry, <i>Amelanchier canadensis</i>
Blossom Ave.	0	Commonwealth Blvd.	to Homewood Ave.
	Bur Oak, <i>Quercus macrocarpa</i>		Crabapple, <i>Malus</i>
Blossom Ave.	0	Greenleaf Ave.	to Parma Park Blvd.
	Red Maple, <i>Acer rubrum</i>		Tatarian Maple, <i>Acer tataricum</i>
Blossom Ave.	0	Beresford Ave.	to Greenleaf Ave.
	Chinquapin Oak, <i>Quercus muehlenbergii</i>		Crabapple, <i>Malus</i>
Blossom Ave.	0	Oakwood Rd.	to Beresford Ave.
	Chinquapin Oak, <i>Quercus muehlenbergii</i>		Crabapple, <i>Malus</i>



Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Blossom Ave.	0	Parma Park Blvd.	to Orchard Blvd.
	Accolade Elm, <i>Ulmus davidiana</i> 'Morton'		American Filbert, <i>Corylus americana</i>
Blossom Ave.	0	Oar chard Blvd.	to Commonwealth Blvd.
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Brandywine Rd.	7100	Tobik Trail	to Turn at Brandywine Rd.
	Golden Rain Tree, <i>Koelreuteria paniculata</i>		Giant Dogwood, <i>Cornus drummondii</i>
Brandywine Rd.	7000	7014 South	to End
	Miyabe Maple, <i>Acer miyabei</i>		Kwanzan Cherry, <i>Prunus serrulata</i>
Brandywine Rd.	6900	Independence Blvd.	to 7014
	Ohio Buckeye, <i>Aesculus glabra</i>		Persian Parrotia, <i>Parrotia persica</i>
Brandywine Rd.	6900	6860	to Independence Blvd.
	Black Locust, <i>Robinia pseudoacacia</i>		Okame Cherry, <i>runus x 'Okame'</i>
Brandywine Rd.	6800	Valley Forge Dr.	to 6860
	Red Horsechestnut, <i>Aesculus x carnea prunifolium</i> 'Dark Tower'		Blackhaw Viburnum Tree, <i>Viburnum</i>
Brandywine Rd.	6700	N. Church Dr.	to Valley Forge Dr.
	Yellowwood, <i>Cladrastis kentukea</i>		Carolina Silverbell, <i>Halesia tetraptera</i>
Brookmere Dr.	6200	Stonington Rd.	to Ackley Rd.
	Hedge Maple, <i>Acer campestre</i>		None needed,

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Brookmere Dr.	0	Ackley Rd.	to Crestwood Dr. Rd.
	Miyabe Maple, <i>Acer miyabei</i>		Kwanzan Cherry, <i>Prunus serrulata</i>
Calamie Dr.	5900	5874	to End
	American Lindon, <i>Tilia americana</i>		Tree lilac, <i>Syringa reticulata</i>
Calamie Dr.	5800	Snow Rd.	to 5874
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Chesterfield Dr.	10100	Edgebrook Blvd.	to Maplecliff Dr.
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Clearview Dr.	5900	5863 South	to Eureka Pkwy.
	American Elm, <i>Ulmus americana</i>		Turkish Filbert, <i>Corylus colurna</i>
Clearview Dr.	5800	Snow Rd.	to 5863
	River Birch, <i>Betula nigra</i>		Sourwood, <i>Oxydendrum arboreum</i>
Commonwealth Blvd.	6800	Blossom Ave.	to Lawndale Dr.
	Pin Oak, <i>Quercus palustris</i>		Tree lilac, <i>Syringa reticulata</i>
Commonwealth Blvd.	6700	Appleton Dr.	to Blossom Ave.
	Hackberry, <i>Celtis occidentalis</i>		Red Bud, <i>Cercis canadensis</i>
Commonwealth Blvd.	6600	Pearl Rd.	to Appleton Dr.
	Freeman Maple, <i>Acer x freemanii</i> <i>inermis</i>		Cockspur Hawthorn, <i>Crataegus crusgalli</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Creekhaven Dr.	6100	6131	to Big Creek Pkwy.
	River Birch, <i>Betula nigra</i>		Sourwood, <i>Oxydendrum arboreum</i>
Creekhaven Dr.	6100	E Huffman Rd.	to 6131
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>
Creekside Dr.	0	End	to Reservoir Dr.
	No Trees,	None needed,	
Crenshaw Dr.	6700	Appleton Dr.	to Lafayette Dr.
	Katsura Tree, <i>Cercidiphyllum japonicum</i>		Red Bud, <i>Cercis canadensis</i>
Crenshaw Dr.	6600	Holliston LN.	to Glen Ovl.
	Katsura Tree, <i>Cercidiphyllum japonicum</i>		Red Bud, <i>Cercis canadensis</i>
Crenshaw Dr.	6600	Sherborn Rd.	to Holliston Ln.
	Dawn Redwood, <i>Metasequoia glyptostroboides</i>		Kousa Dogwood, <i>Cornus kousa</i>
Crenshaw Dr.	6600	Glen Ovl.	to Appleton Rd.
	American Lindon, <i>Tilia americana</i>		Tree lilac, <i>Syringa reticulata</i>
Crestwood Dr.	9400	Denison Blvd.	to Brookmere Dr.
	Yellowwood, <i>Cladrastis kentukea</i>		Carolina Silverbell, <i>Halesia tetraptera</i>
Crestwood Dr.	0	Stratford Dr.	to Denison Blvd.
	Red Horsechestnut, <i>Aesculus x carnea prunifolium 'Dark Tower'</i>		Blackhaw Viburnum Tree, <i>Viburnum</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Deering Ave.	6000	Reservoir Dr.	to Lotusdale Dr.
	Sugar Maple, <i>Acer saccharum</i>		Paperbark Maple, <i>Acer griseum</i>
Deering Ave.	5900	Lotusdale Dr.	to Hodgman Dr.
	Horsechestnut, <i>Aesculus hippocastanum</i> - seedless Red Buckeye, <i>Aesculus pavia</i>		
Deering Ave.	0	End	to Reservoir Dr.
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>
Dellrose Dr.	6300	Ackley Rd.	to Manorford Dr.
	Red Horsechestnut, <i>Aesculus x carnea</i>		Blackhaw Viburnum Tree, <i>Viburnum prunifolium</i> 'Dark Tower'
Denison Blvd.	6500	Newkirk Dr.	to W. Ridgewood Dr.
	Hackberry, <i>Celtis occidentalis</i>		Red Bud, <i>Cercis canadensis</i>
Denison Blvd.	6400	Crestwood Dr.	to Manorford Dr.
	Bur oak, <i>Quercus macrocarpa</i>		Crabapple, <i>Malus</i>
Denison Blvd.	6300	Berkshire Rd.	to Crestwood Dr.
	Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>	
Denison Blvd.	6300	Ackley Rd.	to Berkshire Rd.
	Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>	
Denison Blvd.	6200	Pearl Rd.	to Stratford Dr.
	Baldcypress, <i>Taxodium distichum</i>		Cornelian Cherry, <i>Cornus mas</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Denison Blvd.	6200	Arlington Ave.	to Ackley Rd.
	Freeman Maple, <i>Acer x freemanii inermis</i>		Cockspur Hawthorn, <i>Crataegus crusgalli</i>
Denison Blvd.	6100	Stratford Dr.	to Arlington Ave.
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Denison Blvd.	0	Manorford Dr.	to Newkirk Dr.
	Bur Oak, <i>Quercus macrocarpa</i>		Crabapple, <i>Malus</i>
Dexter Dr.	6000	Pearl Rd.	to Stratford Dr.
	Honeylocust, <i>Gleditsia tricanthos f. inermis</i>		Morian Honeylocust, <i>Gleditsia tricanthos f. inermis 'Morain'</i>
Doxmere Dr.	5900	5874	to End
	Sugar Maple, <i>Acer saccharum</i>		Paperbark Maple, <i>Acer griseum</i>
Doxmere Dr.	5800	Snow Rd.	to 5874
	Swamp White Oak, <i>Quercus bicolor</i>		Winter King Hawthorn, <i>Crataegus vridis</i>
E Huffman Rd.	12300	Mandalay Dr	to Jamestown Dr.
	Black Locust, <i>Robinia pseudoacacia</i>		Okame Cherry, <i>runus x 'Okame'</i>
E Huffman Rd.	12200	Jamestown Dr.	to Stumph Rd.
	Black Gum, <i>Nyssa sylvatica</i>		Sargent Cherry, <i>Prunus sargentii</i>

Street	Block	Cross Street	Cross Street
		Recommended Tree	Tree for under power line
E Huffman Rd.	11400	11464	to Big Creek Pkwy.
		Littleleaf Lindon, <i>Tilia cordata</i>	Yoshino Cherry, <i>Prunus x yedoensis</i>
E Huffman Rd.	11400	Stumph Rd.	to 11464
		Swamp White Oak, <i>Quercus bicolor</i>	Winter King Hawthorn, <i>Crataegus vridis</i>
Edgebrook Blvd.	6100	Beaconsfield Dr.	to Halcyon Dr.
		Dawn Redwood, <i>Metasequoia glyptostroboides</i>	Kousa Dogwood, <i>Cornus kousa</i>
Edgebrook Blvd.	6100	Halcyon Dr.	to Pearl Rd.
		Silver Linden, <i>Tilia tomentosa</i>	PeKin Lilac, <i>Syringa pekinensis</i>
Edgebrook Blvd.	6000	Greenheath Dr.	to Beaconsfield Dr.
		Horsechestnut, <i>Aesculus hippocastanum</i> - seedless	Red Buckeye, <i>Aesculus pavia</i>
Edgebrook Blvd.	5900	Eureka Pkwy.	to Greenheath Dr.
		Sugar Maple, <i>Acer saccharum</i>	Paperbark Maple, <i>Acer griseum</i>
Edgehill Dr.	6000	Eureka Pkwy.	to Pearl Rd.
		English Oak, <i>Quercus robur</i>	Crabapple, <i>Malus</i>
Edgehill Dr.	5900	Parkhill Dr.	to Eureka Pkwy.
		American Elm, <i>Ulmus americana</i>	Turkish Filbert, <i>Corylus colurna</i>
Edgehill Dr.	5800	Snow Rd.	to Parkhill Dr.
		Freeman Maple, <i>Acer x freemanii</i>	Cockspur Hawthorn, <i>Crataegus crusgalli</i>

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Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Edgehill Dr.	5800	Snow Rd.	to Pearl Rd.
	Freeman Maple, <i>Acer x freemanii</i>		Cockspur Hawthorn, <i>Crataegus crusgalli inermis</i>
Eldon Dr.	5800	Snow Rd.	to Pearl Rd.
	Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>	
Eldridge Rd.	12000	W 130th St.	to Lawnwood Ave.
	Shingle Oak, <i>Quercus imbricaria</i>		Crabapple, <i>Malus</i>
Eldridge Rd.	0	Lawnwood Ave.	to Fernhurst Ave.
	Horsechestnut, <i>Aesculus hippocastanum</i> - seedless		Red Buckeye, <i>Aesculus pavia</i>
Elmore Dr.	5800	Snow Rd.	to Wickfield Dr.
	Sawtooth Oak, <i>Quercus acutissima</i>		Crabapple, <i>Malus</i>
Elsetta Ave.	10000	End	to Dellrose Dr.
	Black Gum, <i>Nyssa sylvatica</i>	Sargent Cherry, <i>Prunus sargentii</i>	
Eureka Pkwy.	10100	Edgebrook Blvd.	to Edgehill Dr.
	No Trees,	None needed,	
Eureka Pkwy.	9800	Edgehill Dr.	to Clearview Dr.
	Baldcypress, <i>Taxodium distichum</i>		Cornelian Cherry, <i>Cornus mas</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Eureka Pkwy.	9600	Clearview Dr.	to Pearl Rd.
	Freeman Maple, <i>Acer x freemanii</i>		Cockspur Hawthorn, <i>Crataegus crusgalli inermis</i>
Fernhurst Ave.	6600	Big Creek Pkwy.	to Pearl Rd.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Fernhurst Ave.	6500	Eldridge Rd.	to Big Creek Pkwy.
	Sugar Maple, <i>Acer saccharum</i>		Paperbark Maple, <i>Acer griseum</i>
Fernhurst Ave.	6400	Rosslyn Rd.	to Eldridge Rd.
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>		Korean Evodia, <i>Evodia danielii</i>
Fernhurst Ave.	6300	End	to Rosslyn Rd.
	No Trees,	None needed,	
Flower Dr.	5800	Snow Rd.	to Royal Pkwy.
	Accolade Elm, <i>Ulmus davidiana</i> 'Morton'		American Filbert, <i>Corylus americana</i>
Fordwick Rd.	6400	Alderwood Rd.	to Manorford Dr.
	White Oak, <i>Quercus alba</i>		Pagoda Dogwood, <i>Cornus alternifolia</i>
Glendora Ln.	11600	Sherborn Rd.	to Appleton Dr.
	Black Gum, <i>Nyssa sylvatica</i>		Sargent Cherry, <i>Prunus sargentii</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Greenbriar Dr.	9400	Bennington Dr.	to Stoney Creek Ln.
	American Lindon, <i>Tilia americana</i>		Tree lilac, <i>Syringa reticulata</i>
Greenbriar Dr.	7000	7002 South	to Anthony Ln.
	Hedge Maple, <i>Acer campestre</i>		None needed,
Greenbriar Dr.	6900	Independence Blvd. to	7002
	Lacebark Elm, <i>Ulmus parvifolia</i>		Frontier Elm, <i>Ulmus x 'Frontier'</i>
Greenbriar Dr.	6800	6800 South	to 6860
	Miyabe Maple, <i>Acer miyabei</i>		Kwanzan Cherry, <i>Prunus serrulata</i>
Greenbriar Dr.	6800	6860 South	to Independence Blvd.
	Katsura Tree, <i>Cercidiphyllum japonicum</i>		Red Bud, <i>Cercis canadensis</i>
Greenbriar Dr.	6700	N. Church Dr.	to Stoney Creek Ln.
	English Oak, <i>Quercus robur</i>		Crabapple, <i>Malus</i>
Greenbriar Dr.	6700	N. Church Dr.	to 6800
	Ohio Buckeye, <i>Aesculus glabra</i>		Persian Parrotia, <i>Parrotia persica</i>
Greenbriar Dr.	6600	Stoney Creek Ln.	to Bennington Dr.
	Horsechestnut, <i>Aesculus hippocastanum</i> - seedless		Red Buckeye, <i>Aesculus pavia</i>
Greenheath Dr.	10100	Edgebrook Blvd.	to Maplecliff Dr.
	American Lindon, <i>Tilia americana</i>		Tree lilac, <i>Syringa reticulata</i>



Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Greenleaf Ave.	7000	Meadowbrook Dr.	to City limits
	Sugar Maple, <i>Acer saccharum</i>		Paperbark Maple, <i>Acer griseum</i>
Greenleaf Ave.	6900	Lawndale Dr.	to Meadowbrook Dr.
	Shumard Oak, <i>Quercus shumardii</i>		Crabapple, <i>Malus</i>
Greenleaf Ave.	6800	Blossom Ave.	to Lawndale Dr.
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Greenleaf Ave.	6700	Pearl Rd.	to Blossom Ave.
	Lacebark Elm, <i>Ulmus parvifolia</i>		Frontier Elm, <i>Ulmus x 'Frontier'</i>
Halcyon Dr.	10400	Edgebrook Blvd.	to Vernondale Dr.
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>
Halcyon Dr.	10200	Notabene Dr.	to Edgebrook Blvd.
	Hackberry, <i>Celtis occidentalis</i>		Red Bud, <i>Cercis canadensis</i>
Halcyon Dr.	10100	Vernondale Dr.	to Pearl Rd.
	Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>	
Hamden Rd.	6500	Holliston Ln.	to Tiffany Ln
	Norway Maple, <i>Acer platanoides</i>		Trident Maple, <i>Acer buergerianum</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Hamden Rd.	6500	Holliston Ln.	to End
	River Birch, <i>Betula nigra</i>	Sourwood, <i>Oxydendrum arboreum</i>	
Hamden Rd.	6500	Tiffany Ln.	to Kingsdale Blvd.
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>	Korean Evodia, <i>Evodia danielii</i>	
Hodgman Dr.	6000	Reservoir Dr.	to Lotusdale Dr.
	American Elm, <i>Ulmus americana</i>	Turkish Filbert, <i>Corylus colurna</i>	
Hodgman Dr.	5900	Lotusdale Dr.	to Twin Lakes Dr.
	American Lindon, <i>Tilia americana</i>	Tree lilac, <i>Syringa reticulata</i>	
Holliston Ln.	11300	Kingsdale Blvd.	to Hamden Rd.
	Swamp White Oak, <i>Quercus bicolor</i>	Winter King Hawthorn, <i>Crataegus vridis</i>	
Holliston Ln.	11300	Kingsdale Blvd.	to Crenshaw Dr.
	River Birch, <i>Betula nigra</i>	Sourwood, <i>Oxydendrum arboreum</i>	
Homewood Ave.	6900	Lawndale Dr.	to Meadowbrook Dr.
	Shingle Oak, <i>Quercus imbricaria</i>	Crabapple, <i>Malus</i>	
Homewood Ave.	6900	Barrington Blvd.	to Lawndale Dr.
	American Elm, <i>Ulmus americana</i>	Turkish Filbert, <i>Corylus colurna</i>	
Homewood Ave.	6800	Blossom Ave.	to Barrington Blvd.
	Norway Maple, <i>Acer platanoides</i>	Trident Maple, <i>Acer buergerianum</i>	

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Huffman Rd.	12000 W 130th St.	to 12981	
	Miyabe Maple, <i>Acer miyabei</i>		Kwanzan Cherry, <i>Prunus serrulata</i>
Huffman Rd.	0 10981	to Anita Dr.	
	Hardy Rubber Tree, <i>Eucommia ulmoides</i>		Sargent Cherry, <i>Prunus sargentii</i>
Huffman Rd.	0 Anita Dr.	to Alexandria Dr.	
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Huffman Rd.	0 Alexandria Dr.	to Mandalay Dr.	
	Ohio Buckeye, <i>Aesculus glabra</i>		Persian Parrotia, <i>Parrotia persica</i>
Independence Blvd.	10200	York Rd. to High School Drive-way	
	Red Maple, <i>Acer rubrum</i>		Tatarian Maple, <i>Acer tataricum</i>
Independence Blvd.	9900 High School Drive-way to Lantern Ln.		
	Accolade Elm, <i>Ulmus davidiana 'Morton'</i>		American Filbert, <i>Corylus americana</i>
Independence Blvd.	9700 Lantern Ln.	to Reid Rd. Dr.	
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Independence Blvd.	9400 Reid Rd. Dr.	to Brandywine Rd.	
	Red Oak, <i>Quercus rubra</i>		Canadian Serviceberry, <i>Amelanchier canadensis</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Independence Blvd.	9200	Anthony Ln.	to Ames Rd.
	Bur Oak, <i>Quercus macrocarpa</i>		Crabapple, <i>Malus</i>
Independence Blvd.	0	Greenbriar Dr.	to Anthony Ln.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Independence Blvd.	0	Brandywine Rd.	to Greenbriar Dr.
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>		Korean Evodia, <i>Evodia danielii</i>
Jamestown Dr.	6200	E Huffman Rd.	to End
	Freeman Maple, <i>Acer x freemanii inermis</i>		Cockspur Hawthorn, <i>Crataegus crusgalli</i>
Kenbridge Rd.	6500	Newkirk Dr.	to Lynnhaven Rd.
	Horsechestnut, <i>Aesculus hippocastanum</i> - seedless		Red Buckeye, <i>Aesculus pavia</i>
Keswick Dr.	10100	Edgebrook Blvd.	to Maplecliff Dr.
	Red Oak, <i>Quercus rubra</i>		Canadian Serviceberry, <i>Amelanchier canadensis</i>
Kings Hwy.	5900	5874	to End
	American Elm, <i>Ulmus americana</i>		Turkish Filbert, <i>Corylus colurna</i>
Kings Hwy.	5800	Snow Rd.	to 5874
	Hackberry, <i>Celtis occidentalis</i>		Red Bud, <i>Cercis canadensis</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Kingsdale Blvd.	6600	Hamden Rd.	to York Rd.
	Black Locust, <i>Robinia pseudoacacia</i>		Okame Cherry, <i>runus x 'Okame'</i>
Kingsdale Blvd.	6500	Holliston Ln.	to Tiffany Ln.
	Swamp White Oak, <i>Quercus bicolor</i>		Winter King Hawthorn, <i>Crataegus vridis</i>
Kingsdale Blvd.	6500	Tiffany Ln.	to Hamden Rd.
	Lacebark Elm, <i>Ulmus parvifolia</i>		Frontier Elm, <i>Ulmus x 'Frontier'</i>
Lafayette Dr.	11600	Cul-de -Sac East	to Søtherland Ave.
	Baldcypress, <i>Taxodium distichum</i>		Cornelian Cherry, <i>Cornus mas</i>
Lafayette Dr.	11200	Søtherland Ave.	to Crenshaw Dr.
	Chinquapin Oak, <i>Quercus muehlenbergii</i>		Crabapple, <i>Malus</i>
Lafayette Dr.	10700	Crenshaw Dr.	to Cul-de -Sac West
	Dawn Redwood, <i>Metasequoia glyptostroboides</i>		Kousa Dogwood, <i>Cornus kousa</i>
Lantern Ln.	6800	Revere Dr.	to Independence Blvd.
	Ohio Buckeye, <i>Aesculus glabra</i>		Persian Parrotia, <i>Parrotia persica</i>
Lawndale Dr.	12100	Oarchard Blvd.	to Commonwealth Blvd.
	Silver Linden, <i>Tilia tomentosa</i>		PeKin Lilac, <i>Syringa pekinensis</i>
Lawndale Dr.	11900	Commonwealth Blvd.	to Homewood Ave.
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Lawndale Dr.	11500	Homewood Ave.	to S��therland Ave.
	Black Gum, <i>Nyssa sylvatica</i> Sargent Cherry, <i>Prunus sargentii</i>		
Lawndale Dr.	11100	S��therland Ave.	to Rosedale Ave.
	Hackberry, <i>Celtis occidentalis</i> Red Bud, <i>Cercis canadensis</i>		
Lawndale Dr.	10700	Rosedale Ave.	to York Rd.
	Tuliptree, <i>Liriodendron tulipifera</i> Serviceberry, <i>Amelanchir x grandiflora</i>		
Lawndale Dr.	0	Beresford Ave.	to Greenleaf Ave.
	River Birch, <i>Betula nigra</i> Sourwood, <i>Oxydendrum arboreum</i>		
Lawndale Dr.	0	Parma Park Blvd.	to Orchard Blvd.
	Norway Maple, <i>Acer platanoides</i> Trident Maple, <i>Acer buergerianum</i>		
Lawndale Dr.	0	Greenleaf Ave.	to Parma Park Blvd.
	Baldcypress, <i>Taxodium distichum</i> Cornelian Cherry, <i>Cornus mas</i>		
Lawndale Dr.	0	Oakwood Rd.	to Beresford Ave.
	American Elm, <i>Ulmus americana</i> Turkish Filbert, <i>Corylus colurna</i>		
Lawnwood Ave.	6600	Big Creek Pkwy.	to Pearl Rd.
	White Oak, <i>Quercus alba</i> Pagoda Dogwood, <i>Cornus alternifolia</i>		
Lawnwood Ave.	6500	Eldridge Rd.	to Big Creek Pkwy.
	Tuliptree, <i>Liriodendron tulipifera</i> Serviceberry, <i>Amelanchir x grandiflora</i>		

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Lawnwood Ave.	6400	Rosslyn Rd.	to Eldridge Rd.
	River Birch, <i>Betula nigra</i>		Sourwood, <i>Oxydendrum arboreum</i>
Layor Dr.	5800	Snow Rd.	to End
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>		Korean Evodia, <i>Evodia danielii</i>
Lotusdale Dr.	5800	Snow Rd.	to Wickfield Dr.
	Silver Linden, <i>Tilia tomentosa</i>		PeKin Lilac, <i>Syringa pekinensis</i>
Lotusdale Dr.	0	Wickfield Dr.	to Pearl Rd.
	Hackberry, <i>Celtis occidentalis</i>		Red Bud, <i>Cercis canadensis</i>
Lotusdale Dr.	0	Pearl Rd.	to Deering Ave.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Lucy Dr.	9400	Clearview Dr.	to End
	Ginkgo, <i>Ginkgo biloba</i>		Ohio Pioneer Hawthorn, <i>Crataegus punctata imermis</i>
Lynden Oval	10100	Aylesworth Dr.	to Aylesworth Dr.
	English Oak, <i>Quercus robur</i>		Crabapple, <i>Malus</i>
Lynnhaven Rd.	9600	Denison Blvd.	to Kenbridge Rd.
	Sugar Maple, <i>Acer saccharum</i>		Paperbark Maple, <i>Acer griseum</i>
Lynnhaven Rd.	9300	Kenbridge Rd.	to 9271
	American Lindon, <i>Tilia americana</i>		Tree lilac, <i>Syringa reticulata</i>



Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Lynnhaven Rd.	9100	9271 east	to 8991
	Shumard Oak, <i>Quercus shumardii</i>		Crabapple, <i>Malus</i>
Lynnhaven Rd.	8800	8991 East	to Lynnhaven Rd.
	Accolade Elm, <i>Ulmus davidiana</i> 'Morton'		American Filbert, <i>Corylus americana</i>
Lynnhaven Rd.	0	Newkirk Dr.	to Lynnhaven Rd. Bend
	Chestnut Oak, <i>Quercus montana</i>		Crabapple, <i>Malus</i>
Lynnhaven Rd.	0	Manorford Dr.	to Newkirk Dr.
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>		Korean Evodia, <i>Evodia danielii</i>
Mallo Pl.	6300	Elsetta Ave.	to End
	Black Gum, <i>Nyssa sylvatica</i>		Sargent Cherry, <i>Prunus sargentii</i>
Mandalay Dr	6600	Big Creek Pkwy.	to Pearl Rd.
	Swamp White Oak, <i>Quercus bicolor</i>		Winter King Hawthorn, <i>Crataegus vridis</i>
Mandalay Dr	6500	Rosslyn Rd.	to Big Creek Pkwy.
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>
Mandalay Dr	6400	6304	to Rosslyn Rd.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Mandalay Dr	6200	Huffman Rd.	to 6304
	River Birch, <i>Betula nigra</i>		Sourwood, <i>Oxydendrum arboreum</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Manorford Dr.	9000	Nelwood Rd.	to Alderwood Rd.
	Baldcypress, <i>Taxodium distichum</i>		Cornelian Cherry, <i>Cornus mas</i>
Manorford Dr.	10300	Olde York Rd.	to Aylesworth Dr.
	White Oak, <i>Quercus alba</i>	Pagoda Dogwood, <i>Cornus alternifolia</i>	
Manorford Dr.	10100	Newkirk Dr.	to Dellrose Dr.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Manorford Dr.	9900	Dellrose Dr.	to Stratford Dr.
	Dawn Redwood, <i>Metasequoia glyptostroboides</i>		Kousa Dogwood, <i>Cornus kousa</i>
Manorford Dr.	9700	Stratford Dr.	to Denison Blvd.
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Manorford Dr.	9500	Denison Blvd.	to Newland Rd
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Manorford Dr.	9300	Newland Rd	to Nelwood Rd.
	River Birch, <i>Betula nigra</i>		Sourwood, <i>Oxydendrum arboreum</i>
Manorford Dr.	8800	Alderwood Rd.	to Fordwick Rd.
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Manorford Dr.	0	Aylesworth Dr.	to Newkirk Dr.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Maplecliff Dr.	6000	Greenheath Dr.	to Pearl Rd.
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>		Korean Evodia, <i>Evodia danielii</i>
Maplecliff Dr.	5900	Eureka Pkwy.	to Greenheath Dr.
	Accolade Elm, <i>Ulmus davidiana</i> 'Morton'		American Filbert, <i>Corylus americana</i>
Maplewood Rd.	7000	Meadwobrook Dr	to Harwood Dr.
	White Oak, <i>Quercus alba</i>		Pagoda Dogwood, <i>Cornus alternifolia</i>
Maplewood Rd.	6900	Lawndale Dr.	to Meadowbrook Dr.
	Hackberry, <i>Celtis occidentalis</i>		Red Bud, <i>Cercis canadensis</i>
Maplewood Rd.	6800	Blossom Ave	to Lawndale Dr.
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Maplewood Rd.	6700	Pearl Rd.	to Blossom Side-walk
	Silver Linden, <i>Tilia tomentosa</i>		PeKin Lilac, <i>Syringa pekinensis</i>
Mariana Dr.	6600	Big Creek Pkwy.	to Pearl Rd.
	Yellowwood, <i>Cladrastis kentukea</i>		Carolina Silverbell, <i>Halesia tetraptera</i>
Mariana Dr.	6500	6500	to Big Creek Pkwy.
	Ohio Buckeye, <i>Aesculus glabra</i>		Persian Parrotia, <i>Parrotia persica</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Mariana Dr.	6400	6304	to Rosslyn Rd.
	Golden Rain Tree, <i>Koelreuteria paniculata</i>		Giant Dogwood, <i>Cornus drummondii</i>
Mariana Dr.	6400	Rosslyn Rd.	to 6500
	Black Locust, <i>Robinia pseudoacacia</i>		Okame Cherry, <i>runus x 'Okame'</i>
Mariana Dr.	6200	Huffman Rd.	to 6304
	Red Horsechestnut, <i>Aesculus x carnea prunifolium 'Dark Tower'</i>		Blackhaw Viburnum Tree, <i>Viburnum</i>
Meadowbrook Dr.	12100	Oarhchard Blvd.	to Homewood Ave.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Meadowbrook Dr.	11500	Homewood Ave.	to Sœutherland Ave.
	Horsechestnut, <i>Aesculus hippocastanum</i> - seedless		Red Buckeye, <i>Aesculus pavia</i>
Meadowbrook Dr.	11100	Sœutherland Ave.	to Rosedale Ave.
	River Birch, <i>Betula nigra</i>		Sourwood, <i>Oxydendrum arboreum</i>
Meadowbrook Dr.	10700	Rosedale Ave.	to York Rd.
	Scarlet Oak, <i>Quercus coccinea</i>		Crabapple, <i>Malus</i>
Meadowbrook Dr.	0	Greenleaf Ave.	to Parma Park Blvd.
	Chestnut Oak, <i>Quercus montana</i>		Crabapple, <i>Malus</i>

Street	Block	Cross Street	Cross Street
		Recommended Tree	Tree for under power line
Meadowbrook Dr.	0	Parma Park Blvd.	to Orchard Blvd.
		Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>
Meadowbrook Dr.	0	Beresford Ave.	to Greenleaf Ave.
		Tuliptree, <i>Liriodendron tulipifera</i>	Serviceberry, <i>Amelanchir x grandiflora</i>
Meadowbrook Dr.	0	Oakwood Rd.	to Beresford Ave.
		Tuliptree, <i>Liriodendron tulipifera</i>	Serviceberry, <i>Amelanchir x grandiflora</i>
Meadowbrook Dr.	0	Maplewood Rd.	to Oakwood Rd.
		Norway Maple, <i>Acer platanoides</i>	Trident Maple, <i>Acer buergerianum</i>
N. Church Dr.	10200 York Rd.		to Reid Rd.
		Pin Oak, <i>Quercus palustris</i>	Tree lilac, <i>Syringa reticulata</i>
N. Church Dr.	9700	Brandywine Rd.	to Anthony Ln.
		American Elm, <i>Ulmus americana</i>	Turkish Filbert, <i>Corylus colurna</i>
N. Church Dr.	9400	Reid Rd.	to Brandywine Rd.
		Silver Linden, <i>Tilia tomentosa</i>	PeKin Lilac, <i>Syringa pekinensis</i>
N. Church Dr.	9200	Anthony Ln.	to 9170
		Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>
N. Church Dr.	9100	9170 East	to Ames Rd.
		Shumard Oak, <i>Quercus shumardii</i>	Crabapple, <i>Malus</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Nelwood Rd.	6400	6352 South	to 6412
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Nelwood Rd.	6400	End	to Manorford Dr.
	Accolade Elm, <i>Ulmus davidiana</i> 'Morton'		American Filbert, <i>Corylus americana</i>
Nelwood Rd.	6400	6412	to Manorford Dr.
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Nelwood Rd.	6300	Ackley Rd.	to 6352
	Shumard Oak, <i>Quercus shumardii</i>		Crabapple, <i>Malus</i>
Nelwood Rd.	6200	End	to Ackley Rd.
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Newbury Ln.	6600	Rochelle Blvd.	to Appleton Dr
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Newkirk Dr.	10000	Manorford Dr.	to 9926
	American Elm, <i>Ulmus americana</i>		Turkish Filbert, <i>Corylus colurna</i>
Newkirk Dr.	9800	9926	to Denison Blvd.
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>		Korean Evodia, <i>Evodia danielii</i>
Newkirk Dr.	9600	Denison Blvd.	to Kenbridge Rd.
	Shingle Oak, <i>Quercus imbricaria</i>		Crabapple, <i>Malus</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Newkirk Dr.	9400	Kenbridge Rd.	to 9286
	Shingle Oak, <i>Quercus imbricaria</i>		Crabapple, <i>Malus</i>
Newkirk Dr.	9300	9286 east	to 8991
	River Birch, <i>Betula nigra</i>	Sourwood, <i>Oxydendrum arboreum</i>	
Newkirk Dr.	9000	8991 East	to Lynnhaven Rd.
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>
Notabene Dr.	10500	End	to Halcyon Dr.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Notabene Dr.	10400	Halcyon Dr.	to Pearl Rd.
	Shumard Oak, <i>Quercus shumardii</i>		Crabapple, <i>Malus</i>
Oakwood Rd.	7000	Meadowbrook Dr.	to Harwood Dr.
	Accolade Elm, <i>Ulmus davidiana</i> 'Morton'		American Filbert, <i>Corylus americana</i>
Oakwood Rd.	6900	Lawndale Dr.	to Meadowbrook Dr.
	Cucumbertree Magnolia, <i>Magnolia acuminata</i>		Saucer Magnolia, <i>Magnolia stellata</i>
Oakwood Rd.	6800	Blossom Ave.	to Lawndale Dr.
	Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>	

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Oakwood Rd.	6700	Pearl Rd.	to Blossom Ave.
	Black Locust, <i>Robinia pseudoacacia</i>		Okame Cherry, <i>Prunus x 'Okame'</i>
Old Virginia Ln.	63000	Jamestown Dr.	to End
	Pin Oak, <i>Quercus palustris</i>	Tree lilac, <i>Syringa reticulata</i>	
Olde York Rd.	6500	6462	to York Rd
	Swamp White Oak, <i>Quercus bicolor</i>		Winter King Hawthorn, <i>Crataegus vridis</i>
Olde York Rd.	6400	Manorford Dr.	to 6462
	Ginkgo, <i>Ginkgo biloba</i>	Ohio Pioneer Hawthorn, <i>Crataegus punctata imermis</i>	
Orchard Blvd.	6900	Lawndale Dr.	to Meadowbrook Dr.
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>	Korean Evodia, <i>Evodia danielii</i>	
Orchard Blvd.	6800	Blossom Ave.	to Lawndale Dr.
<i>inermis</i>	Freeman Maple, <i>Acer x freemanii</i>	Cockspur Hawthorn, <i>Crataegus crusgalli</i>	
Orchard Blvd.	6700	Appleton Dr.	to Blossom Ave.
	American Lindon, <i>Tilia americana</i>	Tree lilac, <i>Syringa reticulata</i>	
Orchard Blvd.	6600	Pearl Rd.	to Appleton Dr.
	Shumard Oak, <i>Quercus shumardii</i>	Crabapple, <i>Malus</i>	
Parkhill Dr.	5800	Snow Rd.	to Edgehill Dr.
	Chestnut Oak, <i>Quercus montana</i>	Crabapple, <i>Malus</i>	

Street	Block	Cross Street	Cross Street
		Recommended Tree	Tree for under power line
Parma Heights Blvd.	5800	Snow Rd.	to Royal Pkwy.
		American Lindon, <i>Tilia americana</i>	Tree lilac, <i>Syringa reticulata</i>
Parma Park Blvd.	7000	Meadowbrook Dr.	to City limits
		London Planetree, <i>Platanus x acerifolia</i>	Red Chokecherry, <i>Prunus virginiana</i>
Parma Park Blvd.	6900	Lawndale Dr.	to Meadowbrook Dr.
		Silver Linden, <i>Tilia tomentosa</i>	PeKin Lilac, <i>Syringa pekinensis</i>
Parma Park Blvd.	6800	Blossom Ave.	to Lawndale Dr.
		English Oak, <i>Quercus robur</i>	Crabapple, <i>Malus</i>
Parma Park Blvd.	6700	Appleton Dr.	to Blossom Ave.
		Dawn Redwood, <i>Metasequoia glyptostroboides</i>	Kousa Dogwood, <i>Cornus kousa</i>
Parma Park Blvd.	6600	Pearl Rd.	to Appleton Dr.
		Black Gum, <i>Nyssa sylvatica</i>	Sargent Cherry, <i>Prunus sargentii</i>
Queens Hwy.	5800	Snow Rd.	to End
		Shingle Oak, <i>Quercus imbricaria</i>	Crabapple, <i>Malus</i>
Reid Rd.	6900	6860	to Independence Blvd.
		Golden Rain Tree, <i>Koelreuteria paniculata</i>	Giant Dogwood, <i>Cornus drummondii</i>
Reid Rd.	6800	Valley Forge Dr.	to 6860
		Katsura Tree, <i>Cercidiphyllum japonicum</i>	Red Bud, <i>Cercis canadensis</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Reid Rd.	6700	N. Church Dr.	to Valley Forge Dr.
	Striped Bark Maple, <i>Acer triflorum</i>		Amur Maple, <i>Acer ginnala</i>
Reservoir Dr.	0	Pearl Rd.	to Deering Ave.
	Chinquapin Oak, <i>Quercus muehlenbergii</i>		Crabapple, <i>Malus</i>
Revere Rd.	6900	Lantern Ln.	to Independence Blvd.
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Revere Rd.	6800	Valley Forge Dr.	to Lantern Ln.
	Hardy Rubber Tree, <i>Eucommia ulmoides</i>		Sargent Cherry, <i>Prunus sargentii</i>
Rochelle Blvd	6600	Sherborn Rd.	to Appleton Dr.
	Horsechestnut, <i>Aesculus hippocastanum</i> - seedless		Red Buckeye, <i>Aesculus pavia</i>
Rochelle Blvd	6600	Pearl Rd.	to Sherborn Rd.
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Rosedale Ave.	6900	Lawndale Dr.	to Woodview Blvd.
	Bur Oak, <i>Quercus macrocarpa</i>		Crabapple, <i>Malus</i>
Rosedale Ave.	6900	Barrington Blvd.	to Lawndale Dr.
	Red Maple, <i>Acer rubrum</i>		Tatarian Maple, <i>Acer tataricum</i>
Rosedale Ave.	6900	Woodview Blvd.	to Meadowbrook Dr.
	Silver Linden, <i>Tilia tomentosa</i>		PeKin Lilac, <i>Syringa pekinensis</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Rosedale Ave.	6800	Blossom Ave.	to Barrington Blvd.
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>
Rosslyn Rd.	12000	W 130th St.	to Eldridge Rd.
	Silver Linden, <i>Tilia tomentosa</i>		PeKin Lilac, <i>Syringa pekinensis</i>
Rosslyn Rd.	0	Fernhurst Ave.	to Anita Dr.
	Baldcypress, <i>Taxodium distichum</i>		Cornelian Cherry, <i>Cornus mas</i>
Rosslyn Rd.	0	Alexandria Dr.	to Mandalay Dr.
	Accolade Elm, <i>Ulmus davidiana</i> 'Morton'		American Filbert, <i>Corylus americana</i>
Rosslyn Rd.	0	Anita Dr.	to Alexandria Dr.
	White Oak, <i>Quercus alba</i>		Pagoda Dogwood, <i>Cornus alternifolia</i>
Rosslyn Rd.	0	Eldridge Rd.	to Fernhurst Ave.
	Hackberry, <i>Celtis occidentalis</i>		Red Bud, <i>Cercis canadensis</i>
Roxbury Rd.	9300	Denison Blvd.	to Brookmere Dr.
	Hardy Rubber Tree, <i>Eucommia ulmoides</i>		Sargent Cherry, <i>Prunus sargentii</i>
Royal Pkwy.	5800	Snow Rd.	to Parma Heights Blvd.
	Baldcypress, <i>Taxodium distichum</i>		Cornelian Cherry, <i>Cornus mas</i>
Sherborn Rd.	6600	Rochelle Blvd.	to Glendora Ln.
	Katsura Tree, <i>Cercidiphyllum japonicum</i>		Red Bud, <i>Cercis canadensis</i>



Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Sherborn Rd.	6600	Glendora Ln.	to Appleton Dr.
	Zelkova, <i>Zelkova serrata</i>	Shantug Maple, <i>Acer truncatum</i>	
Sherborn Rd.	6500	Crenshaw Dr.	to Rochelle Blvd.
	Pin Oak, <i>Quercus palustris</i>	Tree lilac, <i>Syringa reticulata</i>	
Sherborn Rd.	6400	Kingsdale Blvd.	to Crenshaw Dr.
	River Birch, <i>Betula nigra</i>	Sourwood, <i>Oxydendrum arboreum</i>	
Snow Rd.	11500	Stumph Rd.	to Calamie Dr.
	American Filbert, <i>Corylus americana</i>	,	
Snow Rd.	11300	Calamie Dr.	to Amrap Dr.
	Tree lilac, <i>Syringa reticulata</i>	None needed,	
Snow Rd.	10900	Queens Hwy.	to Flower Dr.
	Crabapple, <i>Malus</i>	,	
Snow Rd.	10400	Flower Dr.	to Big Creek Pkwy.
	Serviceberry, <i>Amelanchir x grandiflora</i>	None needed,	
Snow Rd.	10000	Amrap Dr.	to Queens Hwy.
	Cockspur Hawthorn, <i>Crataegus crusgalli inermis</i>	None needed,	
Snow Rd.	9800	Big Creek Pkwy.	to Edgehill Dr.
	Sargent Cherry, <i>Prunus sargentii</i>	None needed,	

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Snow Rd.	9300	Edgehill Dr.	to Lotusdale Dr.
	Red Bud, <i>Cercis canadensis</i>	None needed,	
Snow Rd.	8800	Wickfield Dr.	to City limits
	PeKin Lilac, <i>Syringa pekinensis</i>	None needed,	
Snow Rd.	0	Lotusdale Dr.	to Wickfield Dr.
	Turkish Filbert, <i>Corylus colurna</i>	None needed,	
Springwood Rd.	6400	6352 South	to 6412
	Silver Linden, <i>Tilia tomentosa</i>	PeKin Lilac, <i>Syringa pekinensis</i>	
Springwood Rd.	6400	6412	to Manorford Dr.
	Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>	
Springwood Rd.	6300	Ackley Rd.	to 6352
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>	Korean Evodia, <i>Evodia danielii</i>	
Springwood Rd.	6200	End	to Ackley Rd.
	Lacebark Elm, <i>Ulmus parvifolia</i>	Frontier Elm, <i>Ulmus x 'Frontier'</i>	
Stoney Creek Ln.	9500	Greenbriar Dr.	to Greenbriar Dr.
	Tuliptree, <i>Liriodendron tulipifera</i>	Serviceberry, <i>Amelanchir x grandiflora</i>	
Stonington Rd.	9300	Denison Blvd.	to Brookmere Dr.
	Black Gum, <i>Nyssa sylvatica</i>	Sargent Cherry, <i>Prunus sargentii</i>	



Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Stratford Dr.	6300	Crestwood Dr.	to Manorford Dr.
	Tuliptree, <i>Liriodendron tulipifera</i>		Serviceberry, <i>Amelanchir x grandiflora</i>
Stratford Dr.	6300	Ackley Rd.	to Crestwood Dr.
	American Lindon, <i>Tilia americana</i>		Tree lilac, <i>Syringa reticulata</i>
Stratford Dr.	6200	Arlington Ave.	to Ackley Rd.
	Silver Linden, <i>Tilia tomentosa</i>		PeKin Lilac, <i>Syringa pekinensis</i>
Stratford Dr.	6100	Denison Blvd.	to <u>Arlington</u> Ave.
	English Oak, <i>Quercus robur</i>		Crabapple, <i>Malus</i>
Sutherland Ave.	6900	Barrington Blvd.	to Lawndale Dr.
	Scarlet Oak, <i>Quercus coccinea</i>		Crabapple, <i>Malus</i>
Sutherland Ave.	6900	Woodview Blvd.	to Meadowbrook Dr.
	London Planetree, <i>Platanus x acerifolia</i>		Red Chokecherry, <i>Prunus virginiana</i>
Sutherland Ave.	6900	Lawndale Dr.	to Woodview Blvd.
	American Lindon, <i>Tilia americana</i>		Tree lilac, <i>Syringa reticulata</i>
Sutherland Ave.	6800	Blossom Ave.	to Barrington Blvd.
	Littleleaf Lindon, <i>Tilia cordata</i>		Yoshino Cherry, <i>Prunus x yedoensis</i>
Sutherland Ave.	6700	Lafayette Dr.	to Blossom Ave.
	English Oak, <i>Quercus robur</i>		Crabapple, <i>Malus</i>



Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
Sutherland Ave.	6700	Appleton Dr.	to Lafayette Dr.
	Hackberry, <i>Celtis occidentalis</i>		Red Bud, <i>Cercis canadensis</i>
Tiffany Ln.	10800	Kingsdale Blvd.	to Hamden Rd.
	Accolade Elm, <i>Ulmus davidiana</i> 'Morton'		American Filbert, <i>Corylus americana</i>
Tobik Trail	7000	7012 south	to End
	Yellowwood, <i>Cladrastis kentukea</i>		Carolina Silverbell, <i>Halesia tetraptera</i>
Tobik Trail	6900	Independence Blvd.	to 7012
	Striped Bark Maple, <i>Acer triflorum</i>		Amur Maple, <i>Acer ginnala</i>
Tobik Trail	6900	6860	to Independence Blvd.
	Sawtooth Oak, <i>Quercus acutissima</i>		Crabapple, <i>Malus</i>
Tobik Trail	6800	Valley Forge Dr.	to 6860
	Hedge Maple, <i>Acer campestre</i>		None needed,
Tobik Trail	6700	N. Church Dr.	to Valley Forge Dr.
	Black Gum, <i>Nyssa sylvatica</i>		Sargent Cherry, <i>Prunus sargentii</i>
Twin Lakes Dr.	0	Pearl Rd.	to Hodgman Dr.
	Tree lilac, <i>Syringa reticulata</i>		None needed,
Valley Forge Dr.	10300	York Rd.	to Reid Rd.
	White Oak, <i>Quercus alba</i>		Pagoda Dogwood, <i>Cornus alternifolia</i>



Street	Block	Cross Street	Cross Street
		Recommended Tree	Tree for under power line
Valley Forge Dr.	9400	Reid Rd.	to Brandywine Rd.
		River Birch, <i>Betula nigra</i>	Sourwood, <i>Oxydendrum arboreum</i>
Vernondale Dr.	6100	Halcyon Dr.	to Edgehill Dr.
		Accolade Elm, <i>Ulmus davidiana 'Morton'</i>	American Filbert, <i>Corylus americana</i>
Vicksburg Dr.	10800	End	to Wilderness Ln.
		Dawn Redwood, <i>Metasequoia glyptostroboides</i>	Kousa Dogwood, <i>Cornus kousa</i>
W 130th St.	6600	Big Creek Pkwy.	to Pearl Rd.
		Pin Oak, <i>Quercus palustris</i>	Tree lilac, <i>Syringa reticulata</i>
W 130th St.	6500	Eldridge Rd.	to Big Creek Pkwy.
		Honeylocust, <i>Gleditsia tricanthos f. inermis</i>	Morian Honeylocust, <i>Gleditsia tricanthos f. inermis 'Morain'</i>
W 130th St.	6400	Rosslyn Rd.	to Eldridge Rd.
		Hackberry, <i>Celtis occidentalis</i>	Red Bud, <i>Cercis canadensis</i>
W 130th St.	6300	Huffman Rd.	to Rosslyn Rd.
		American Elm, <i>Ulmus americana</i>	Turkish Filbert, <i>Corylus colurna</i>
W Ridgewood Dr.	11100	York Rd.	to Big Creek Pkwy.
		American Elm, <i>Ulmus americana</i>	Turkish Filbert, <i>Corylus colurna</i>

Street	Block	Cross Street	Cross Street
	Recommended Tree		Tree for under power line
W Ridgewood Dr.	10000	Big Creek Pkwy.	to Bennington Dr.
	Honeylocust, <i>Gleditsia tricanthos</i> f. <i>inermis</i> Morian Honeylocust, <i>Gleditsia tricanthos</i> f. <i>inermis</i> 'Morain'		
W Ridgewood Dr.	9600	Bennington Dr.	to 9349
	Ginkgo, <i>Ginkgo biloba</i>	Ohio Pioneer Hawthorn, <i>Crataegus punctata inermis</i>	
W Ridgewood Dr.	9200	9349 East	to City limits
	Pin Oak, <i>Quercus palustris</i>	Tree lilac, <i>Syringa reticulata</i>	
Wickfield Dr.	5800	Snow Rd.	to Wickfield Dr.
	Dawn Redwood, <i>Metasequoia glyptostroboides</i>	Kousa Dogwood, <i>Cornus kousa</i>	
Wilderness Ln.	6000	End	to Big Creek Pkwy.
	Red Oak, <i>Quercus rubra</i>	Canadian Serviceberry, <i>Amelanchier canadensis</i>	
Woodview Blvd.	12000	Oarhchard Blvd.	to Homewood Ave.
	Lacebark Elm, <i>Ulmus parvifolia</i>	Frontier Elm, <i>Ulmus x 'Frontier'</i>	
Woodview Blvd.	11500	Homewood Ave.	to Sætherland Ave.
	Red Maple, <i>Acer rubrum</i>	Tatarian Maple, <i>Acer tataricum</i>	
Woodview Blvd.	11100	Sætherland Ave.	to Rosedale Ave.
	Kentucky Coffeetree, <i>Gymnocladus dioicus</i>	Korean Evodia, <i>Evodia danielii</i>	
Woodview Blvd.	10700	Rosedale Ave.	to York Rd.
	American Elm, <i>Ulmus americana</i>	Turkish Filbert, <i>Corylus colurna</i>	

Street

Block

Cross Street

Cross Street

Recommended Tree

Tree for under power line



ORDINANCE NO. 2024 - 65

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

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

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

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

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

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

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

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

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

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 1189

Community Residential Facilities

1189.01 Purposes.

1189.02 Definitions.

1189.03 Conditions for establishment.

1189.04 Registration required.

1189.05 Change of use.

1189.06 Revocation or termination of approval.

CROSS REFERENCES

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

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

Regional Dwelling House Code - see BLDG. Ch. 1301

1189.01 PURPOSES.

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

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

1189.02 DEFINITIONS.

As used in this chapter:

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

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

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

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

1189.03 CONDITIONS FOR ESTABLISHMENT.

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

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

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

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

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

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

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

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

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

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

1189.04 REGISTRATION REQUIRED.

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

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

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

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

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

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

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

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

1189.05 CHANGE OF USE.

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

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

1189.06 REVOCATION OR TERMINATION OF APPROVAL.

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

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

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

ORDINANCE NO. 2024 - 66

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

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

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

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

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

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

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

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

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

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 1191

Type B Family Day-Care Homes

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

CROSS REFERENCES

- Child day care - see Ohio R.C. Ch. 5104
- Minors generally - see GEN. OFF. Ch. 630
- Child stealing - see GEN. OFF. 636.07
- Criminal child enticement - see GEN. OFF. 636.075
- Nonsupport of minors - see GEN. OFF. 636.10, 636.11
- Corruption of minors - see GEN. OFF. 666.02

1191.01 PURPOSES.

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

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

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

As used in this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

1191.03 CONDITIONS FOR ESTABLISHMENT.

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

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

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

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

1191.04 REGISTRATION REQUIRED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1191.05 CHANGE OF USE.

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

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

1191.06 RENEWAL OF CERTIFICATE OF REGISTRATION

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

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

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

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

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

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

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

1191.087 HOURS OF OPERATION.

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

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

1191.09 INSPECTIONS AND COMPLIANCE.

(a) Inspections.

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

1191.99 PENALTY.

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

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

ORDINANCE NO. 2024 – 81

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

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

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

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

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

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

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

ORDINANCE NO. 2024 – 82

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

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

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

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

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

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

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

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

REVISED 01/2020

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Purpose of the Plan of Operation and Governance

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

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

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

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

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

1. Overview

1.1. Ohio Law

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

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

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

1.2. Description of the Natural Gas Aggregation Program

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

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

1.3. Steps Required by the Law

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

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

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

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

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

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

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

1.3.7. Adopt plan of operation and governance;

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

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

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

1.4. Practical Steps and Requirements of the Competitive Market

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

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

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

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

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

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

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

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

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

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

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

2. Description of Natural Gas Aggregation Program Goals and Operation

2.1. Natural Gas Aggregation Program Goals

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

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

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

2.2. Natural Gas Aggregation Program Operations

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

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

2.3. Natural Gas Aggregation Program Funding

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

2.4. Consumer Participation in the Opt-Out Program

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

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

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

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

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

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

2.4.1. Notification of Consumers

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

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

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

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

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

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

2.4.2. Activation of Customer Service in a Member Community

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

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

2.4.3. New Individual Customers

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

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

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

2.4.4. Customer Switching Fee

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

2.4.5. Individual Customer Termination of Participation

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

2.5. Consumer Participation in the Opt-In Program

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

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

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

2.5.1 Customer Switching Fee

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

2.5.2 Individual Customer Termination of Participation

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

2.6. New Member Communities

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

2.7. Service Termination by Supplier

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

2.8. Termination of the NOPEC Member Natural Gas Aggregation Program

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

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

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

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

2.9. Customer Care

2.9.1. Universal Access

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

2.9.2. Rates

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

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

2.9.3. Costs To Consumers

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

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

2.9.4. Consumer Protections

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

2.9.4.1. Contract Disclosure

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

2.9.4.2. Billing and Service Assistance

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

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

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

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

2.9.4.3. Standard Terms and Conditions Pertaining to Individual Account Service

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

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

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

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

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

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

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

2.9.4.4. Protection of Consumers and Risk Associated with Competitive Market

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

2.9.4.5. Resolution of Consumer Complaints

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

2.9.4.6. Periodic Reports on Consumer Complaints

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

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

2.9.4.7. Modifications to NOPEC's Plan

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

2.10. Rights and Responsibilities of Program Participants

2.10.1. Rights

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

2.10.2. Responsibilities

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

2.10.2.1. Taxes

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

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

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

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

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

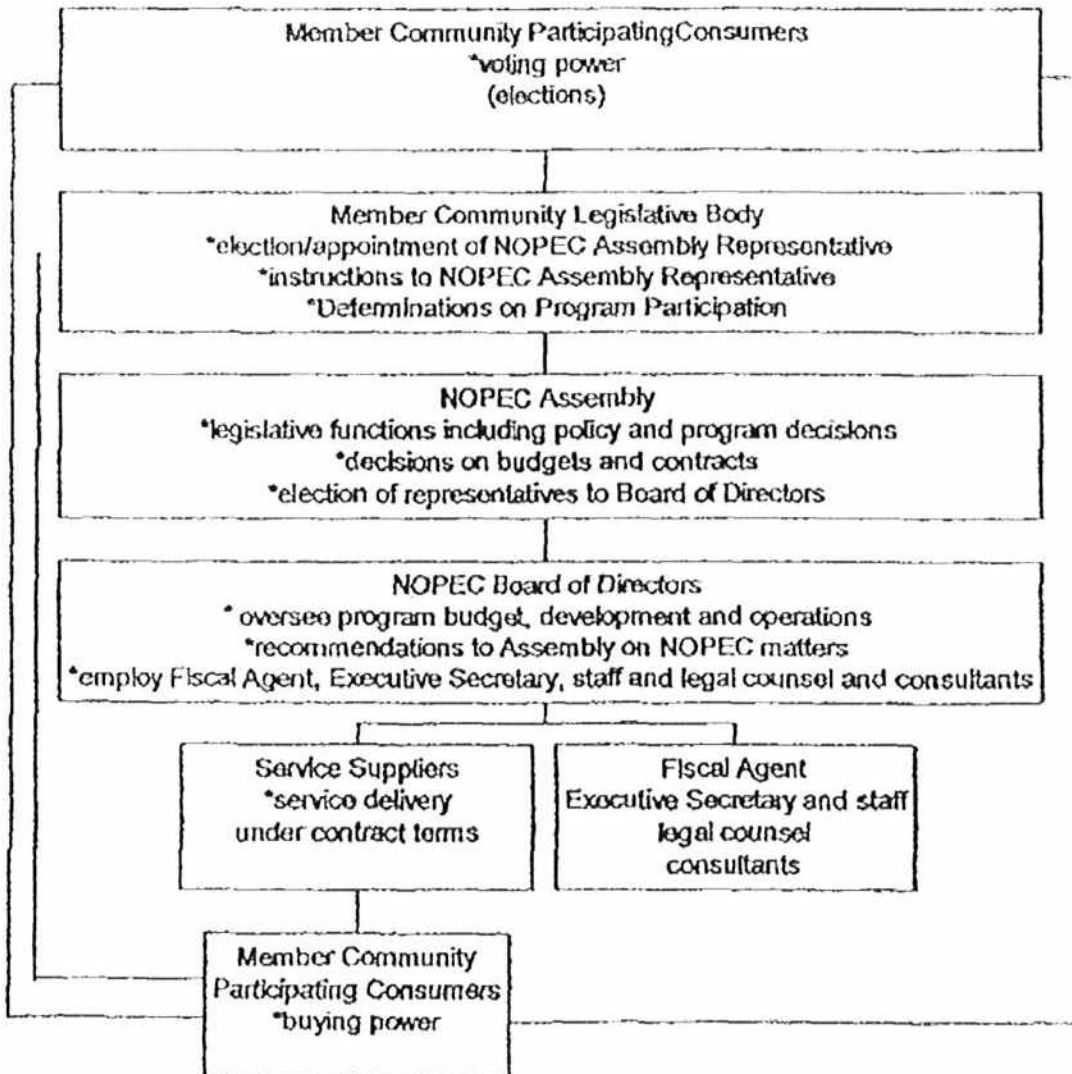
NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy customers in both the public and the private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships,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

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

3.2. Outline of Structure

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

NOPEC Member Natural Gas Aggregation Program Organizational Structure



3.3. Description of Program Organizational Structure

3.4. Member Community Participating Customers

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

3.5. Member Community Legislative Body

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

3.6. NOPEC Assembly

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

3.7. NOPEC Board of Directors

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

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

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

3.9. Service Supplier(s)

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

3.10. Member Community Participating Consumers

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

ORDINANCE NO. 2024 - 83

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

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

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

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

Section 1: That this Council does hereby revise and enact Chapter 743 of the Parma Heights Codified Ordinances, entitled, “Frozen Dessert Peddlers” of the Business Regulation Code, which reads in its entirety as set forth in Exhibit “A”, and which is attached to this Ordinance and incorporated by reference as if fully rewritten herein.

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 743

Frozen Dessert Peddlers Ice Cream Vendors

743.01 Definitions.

743.02 Enforcement.

743.03 Requirements and regulations of peddlers.

743.04 Vehicle requirements.

743.05 Prohibited places of sale.

743.06 Restrictions.

743.07 Nuisance conditions.

743.08 Noise-producing devices.

743.99 Penalty.

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CROSS REFERENCES

Definitions - see Ohio R.C. 3717.51

State license required - see Ohio R.C. 3717.52

Labeling and misrepresentation - see Ohio R.C. 3717.54

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

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743.01 DEFINITIONS.

As used in this chapter:

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

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

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

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

743.02 ENFORCEMENT.

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

743.03 REQUIREMENTS AND REGULATIONS OF PEDDLERS.

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

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

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

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

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

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

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

743.04 VEHICLE REQUIREMENTS.

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

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

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

743.05 PROHIBITED PLACES OF SALE.

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

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

743.06 RESTRICTIONS.

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

743.07 NUISANCE CONDITIONS.

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

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

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

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

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

743.08 NOISE-PRODUCING DEVICES.

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

743.99 PENALTY.

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

ORDINANCE 2024 – 86

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

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

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

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

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

Exhibit A

City of Parma Heights

Original 2025 Appropriations

General Fund

Police

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

Fire

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

Safety

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

Health

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

Recreation

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

Building

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

Economic Development

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

Basic Utility Services

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

Mayor

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

Exhibit A

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

Exhibit A

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

Exhibit A

City of Parma Heights Original 2025 Appropriations

Permissive Fund

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

Police Pension Fund

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

Fire Pension Fund

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

Coronavirus Relief Fund

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

Mayor's Court Computer Fund

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

Indigent Driver Fund

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

Ambulance Billing Fund

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

School Zone Safety

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

Opioid Settlement

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

Grant Special Revenue

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

Exhibit A

City of Parma Heights Original 2025 Appropriations

Special Bond Retirement Fund

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

Capital Improvement Fund

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

Capital Projects Fund

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

Medical Self Insurance Fund

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

Fleet Maintenance Fund

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

Worker's Compensation Fund

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

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

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

RESOLUTION NO. 2024 - 87

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: _____
CLERK OF COUNCIL

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, 2025 at 12:00AM through December 31, 2025 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 Seventy-Eight Thousand Dollars (\$78,000.00) 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 (\$428.00 per day for lessees with annual exclusive agreements or \$480 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 (\$214.00 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 15th 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 30th 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.

(SIGNATURE PAGE TO FOLLOW)

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

RESOLUTION NO. 2024 -88

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO EXECUTE A PURCHASE ORDER WITH ALL-AMERICAN FIRE EQUIPMENT THROUGH SOURCEWELL FOR THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT, SCBA UNITS, AND FACE PIECES ASSOCIATED WITH SELF-CONTAINED BREATHING APPARATUSES AT THE PURCHASE PRICE OF TWO HUNDRED EIGHTY-THREE THOUSAND, NINE HUNDRED THIRTY-SEVEN DOLLARS (\$283,937.00), AND DECLARING AN EMERGENCY

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, the purchase order with All-American Fire Equipment for the procurement of personal protective equipment, SCBA units, and face pieces associated with self-contained breathing apparatuses in the amount of two hundred eighty-three thousand, nine hundred thirty-seven dollars (\$283,937.00) as identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten, was obtained through the National Joint Power Alliance [now known as Sourcewell]; and

WHEREAS, Council may authorize the purchase order through the City’s membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative, pursuant to Article V Sections 1 and 6 of the Charter, and Ohio Revised Code Section 9.48 without a competitive bidding process; and

WHEREAS, the City of Parma Heights was recently notified of an award from the Federal Emergency Management Agency (FEMA) for the FY 2023 Assistance to Firefighters Grant in the amount of two hundred sixty-two thousand, nine hundred and six dollars and thirty-six cents (\$262,906.36), which requires a ten percent (10%) match by the City, to assist with the cost of new self-contained breathing apparatuses and associated equipment for the fire department.

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

Section 1: That the Administration is hereby authorized and directed to execute a purchase order with All-American Fire Equipment through Sourcewell, for personal protective equipment, SCBA units, and face pieces associated with self-contained breathing apparatuses for the sum of two hundred eighty-three thousand, nine hundred thirty-seven dollars (\$283,937.00) as identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten.

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

Section 3: This 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 place an immediate order to secure the purchase price of the SCBA units and expend the awarded funds from the FY 2023 Assistance to Firefighters Grant; wherefore, this Resolution shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A



ALL AMERICAN FIRE EQUIPMENT

Authorized Sales and Service for  **rosenbauer**

5101 US Highway 22 SW • Washington CH, OH 43160

(740) 338 6801

3926 Southway Street SW • Canton, OH 44706

(330) 479 1888

85 Kiwanavista Lane • Ona, WV 25545

(804) 738 8581

155 Lovell Avenue • Ebensburg, PA 15931

(814) 472 8650

Quote Date 11/08/24

Quote # PH0524SCBA

Order Date

Purchase Order #

Page 1 of 2

Bill To:

Account #

Parma Heights Fire Department
6184 Pearl Rd.
Parma Heights, Ohio 44130
Email for invoices:

Ship To:

Parma Heights Fire Department
6184 Pearl Rd.
Parma heights, Ohio 44130
Parma Heights Sourcewell # 76225

Sales Consultant & Phone	Quote Issued By
Adam Georskey 440-476-9962	Adam Georskey
Consultant e-mail	adam.georskey@allamericanfire.us

Customer Phone #	Customer Contact
440-885-1717	Chief Matt Bernard
Customer e-mail	Mbernard@phtsfd.net

Quantity Quoted	Quantity Ordered	Description Brand - Model - Size - Color	List Price	Price Each	Total Price
27		Draeger PSS 7000 Series SCBA-NIOSH Approved. NFPA Compliant 1981/1982 (2018 Ed) Self Contained Breathing Apparatus. Draeger Self Contain Breathing Apparatus Includes: Adjustable Back Plate Dual Functioning Lumbar Padding Waist Belt, Operating on Two Axis Sentinel 7000 Warning Systemw/ Integrated PASS Alarm and Full Information Center Quick Disconnect on Shoulder for LDV Quick Connect Cylinder Connection UAC Rapid Intervention Coupling w/ Check Valve and Cover Cylinder Cam-Loc Quick Adjustment 40" Buddy Breathing Installed in Pouch on Waist Service Contract for Eight Years for Complete SCBA		6,321.00	170,667.00
30		Draeger FPS 7000 Face Mask w/ Triple Edge Sealing		2,050.00	61,500.00
27		Draeger 4500/45min Eclipse Carbon Composite Cylinder w/ Quick Connection Adapter and Luminous Band		1,070.00	28,890.00
27		Draeger 4500/45min Eclipse Carbon Composite Cylinder w/ Quick Connection Adapter and Luminous Band			
		No Charge For Extra Cylinders			

Not an invoice. Quotes are valid for 30 days. Standard Terms are Net 30. Any applicable taxes and freight charges apply unless otherwise stated.

TOTAL	Continued
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All American Fire Sales Consultant's Signature

Customer's Acceptance Signature





Authorized Sales and Service for  **rosenbauer**

5101 US Highway 22 SW • Washington CH, OH 43160
(740) 388 6801

3926 Southway Street SW • Canton, OH 44706
(330) 479 1888

85 Kiwanavista Lane • Ona, WV 25545
(804) 733 8581

155 Lovell Avenue • Ebensburg, PA 15931
(814) 472 8650

Quote Date 11/08/24 Quote # PH0524SCBA Order Date Purchase Order # Page N/A

Bill To: Account #

Parma Heights Fire Department
6184 Pearl Rd.
Parma Heights, Ohio 44130
Email for invoices:

Ship To:

Parma Heights Fire Department
6184 Pearl Rd.
Parma heights, Ohio 44130
Parma Heights Sourcewell # 76225

Sales Consultant & Phone	Quote Issued By
Adam Georskey 440-476-9962	Adam Georskey
Consultant e-mail	adam.georskey@allamericanfire.us

Customer Phone #	Customer Contact
440-885-1717	Chief Matt Bernard
Customer e-mail	Mbernard@phtsfd.net

Quantity		Description	List Price	Price Each	Total Price
Quoted	Ordered				
		All American Fire Equipment will provide fit testing for each member of the department to ensure proper mask size			
		and supply test results. All American Fire Equipment in conjunction with Draeger Safety, will provide end-user training			
		for all personnel that are required by the fire department . Multiple trainings will be conducted with times			
		scheduled with the fire department. Training will cover function of the SCBA, donning,doffing,proper use,			
		proper cleaning, proper care, and maintenance. Trainers will dedicate the time needed for training and travel to the fire			
		station to cover all shifts as directed by the fire department. Extra time will be dedicated for additional classes for any			
		off duty personnel and other need that we can assist with in order to ensure a full- circle transtion into Draeger PSS 7000			
		self- contained breathing apparatus. In addition to the manufacturer's warranty, All American Fire Equipment			
		has incorporated a batteries-for-life program for the PSS 7000 SCBA, when Parma Heights utilizes All American Fire			
		Equipment for their annual NFPA flow testing, which will be done at the fire department.			
		Quote is valid until December 20,2024			

Not an invoice. Quotes are valid for 30 days. Standard Terms are Net 30. Any applicable taxes and freight charges apply unless otherwise stated.

TOTAL	\$ 283,937.00
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All American Fire Sales Consultant's Signature

Customer's Acceptance Signature



RESOLUTION NO. 2024 – 89

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXPEND FUNDS TO GRACE BROTHERS LANDSCAPING, INC., AND BOB HUGHES, INC. FOR TREE PLANTING SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has recommended an expenditure of \$62,343.00 to Grace Brothers Landscaping, Inc., and \$7,215.00 to Bob Hughes, Inc. to perform personal services of tree planting; and

WHEREAS, the amounts are offset by grant funding awarded by Cuyahoga County pursuant to the Healthy Urban Tree Canopy Grant Program, subject to matching fund requirements; and

WHEREAS, the authorization of the expenditures poses an emergency to complete these services during the current planting season and immediate action is also necessary in order to satisfy grant project timeframes; and

WHEREAS, this Council does hereby obviate any formal bidding process by the authority granted to it in Article V Section 6 of the Parma Heights Charter.

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 expend funds in the amount of \$62,343.00 to Grace Brothers Landscaping, Inc., and \$7,215.00 to Bob Hughes, Inc. for personal services to perform tree planting services in the public right of way, in a gross amount not to exceed \$69,558.00, subject to partial reimbursement from Cuyahoga County.

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

Section 3. This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace and safety of this Municipality and for the further reason that it is immediately necessary to perform these personal services during the current planting season and to satisfy grant project timeframes; wherefore, it shall be in full force and effect immediately after its passage by council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

RESOLUTION NO. 2024 – 90

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

WHEREAS, proposals were received by the City’s insurance broker, USI Midwest, Inc., for the purchase of various insurance coverages for the City of Parma Heights for the period beginning January 1, 2025 through December 31, 2025; and

WHEREAS, it is the recommendation of the Administration that it is in the City’s best interest to accept the proposal from Medical Mutual of Ohio for all of the existing insurance coverages, including medical, dental, vision, and stop loss.

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

Section 1. That the Administration is authorized to enter into agreements with Medical Mutual of Ohio for the period of January 1, 2025 through December 31, 2025 for the provision of insurance coverage and monthly premium rates, subject to increases or decreases approved by the Administration, identified in Exhibit "A", attached hereto, and made a part hereof as though fully rewritten.

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

Section 3. This Resolution is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality and for the further reason that it is immediately necessary to continue insurance coverage for City employees beyond December 31, 2024; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

EXHIBIT A



CITY OF PARMA HEIGHTS
SELF FUNDED
MINIMUM PREMIUM RENEWAL RATES
 Effective January 1, 2025, through December 31, 2025

\$100,000 Specific Stop Loss; Incurred any prior, Paid in 12
 120% of Expected Paid Claims; Incurred any prior, Paid in 12; No Loss Carry Forward

Experience Period:
 July 1, 2023, through June 30, 2024

	MEDICAL	DRUG	DENTAL	TOTAL
ESTIMATED INCURRED CLAIMS	\$2,710,730	\$381,314	\$90,540	\$3,182,584
CLAIMS OVER SPECIFIC STOP LOSS LIMIT	(\$544,859)	(\$8,151)	N/A	(\$553,010)
CLAIMS TO ANNUALIZE	N/A	N/A	N/A	N/A
BENEFIT/ENROLLMENT CHANGES	(\$3,249)	N/A	N/A	(\$3,249)
CREDIBILITY & RISK ADJUSTMENTS	(\$122,739)	\$72,648	(\$3,956)	(\$54,047)
APPLICABLE TREND	1.1241	1.1302	1.0301	1.1220
	# months	18.0	18.0	18.0
	Annual	8.11%	8.50%	2.00%
				7.97%
PROJECTED NET INCURRED CLAIMS	\$2,293,032	\$503,856	\$89,190	\$2,886,078
PROJECTED NET PAID CLAIMS	\$2,229,974	\$503,302	\$88,851	\$2,822,127
DEPOSIT LIABILITY	\$2,675,969	\$603,962	N/A	\$3,279,931
CHANGE IN	18.48%	3.69%	N/A	15.44%
TERMINAL LIABILITY	\$426,834	\$28,990	\$0	\$455,824
CHANGE IN	16.45%	2.45%	0.00%	15.45%
STOP LOSS	\$632,027	\$10,965	N/A	\$642,992
CHANGE IN PERCENT	11.86%	10.00%	N/A	11.83%
CHANGE IN ANNUAL DOLLARS	\$67,006	\$997	N/A	\$68,003
ADMINISTRATION & ADD ON FEES	\$72,007	\$10,763	\$6,552	\$89,322
CHANGE IN PERCENT	5.61%	0.58%	3.00%	4.78%
CHANGE IN ANNUAL DOLLARS	\$3,823	\$62	\$191	\$4,076

Based on projected average enrollment of:

Single	28	24	26
Employee + Spouse	15	14	14
Employee + Child	4	4	5
Employee + Children	5	5	5
Family	50	49	52
Total	102	96	102

The Affordable Care Act imposes taxes and fees on insurers and group plan sponsors. As a group plan sponsor, the law states that you are responsible for calculating and directly paying the Patient-Centered Outcomes Research Institute (PCORI) fee, which is subject to change each year. We are happy to provide data as needed for your calculations.

ORDINANCE NO. 2024 - 91

AN ORDINANCE PROVIDING FOR SHORT-TERM RENTALS ESTABLISHING CHAPTER 769, AMENDING CHAPTERS 1171 AND 1174, AND ESTABLISHING CHAPTER 1192 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the Council Safety Committee is recommending the revision of the Parma Heights Codified Ordinances, regulating short-term rentals; and

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

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

Section 1: That this Council does hereby establish Chapter 769, amend Chapters 1171 and 1174, and establish Chapter 1192, which read in their entirety as set forth in Exhibit “A”, attached hereto and incorporated by reference as if fully rewritten.

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

Section 3: This Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to establish standards for short-term rental regulations in order to preserve public safety; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

CHAPTER 769

Short-Term Rentals

769.01 Definitions.

769.02 Purpose; intent.

769.03 Short-term rentals as conditional uses; permit required.

769.04 Application for short-term rental permit, new, and renewal.

769.05 Short-term rental host – requirements.

769.06 General development standards.

769.07 Required information.

769.08 Transfer of short-term rental permit not permitted.

769.09 Discrimination prohibited.

769.10 Other prohibited acts.

769.99 Penalty.

769.01 DEFINITIONS.

The following terms as used in this chapter shall have the meanings given herein.

(a) “Commissioner” means the Building Commissioner or the Commissioner’s authorized designee.

(b) “Dwelling” shall be synonymous with the definitions of dwelling, dwelling structure, dwelling unit, premises, or residential structure as set forth in Chapter 1394.

(c) “Guestroom” means a room offered to the public for a fee that contains, at a minimum, provisions for sleeping.

(d) “Hosting platform” means a person or entity in whatever form or format that facilitates, through advertising or any other means, a short-term rental booking transaction for accommodations between a short-term rental host and short-term rental guest, including, but not limited to, reservations and/or collection of payment for such accommodations on behalf of the short-term rental host.

(e) “Owner” means an individual(s), corporation or partnership that has legal title to and control of a dwelling.

(f) “Permanent occupant” means any person(s) who resides in a dwelling more than 51% of the time during a calendar year, and the dwelling in which person(s) reside shall be referred to as their primary residence.

(g) “Primary residence” means a residence which is the usual place of return for housing as documented by at least two of the following: motor vehicle registration, driver’s license, tax documents, lease or a utility bill. An owner or permanent occupant can only have one primary residence.

(h) “Short-term rental” means any dwelling that is rented wholly or partly for a fee and for thirty consecutive days or less by persons other than the permanent occupant or owner from which the permanent occupant or owner receive monetary compensation. Apartments and/or apartment buildings, regulated by Chapter 711 of the Parma Heights Codified Ordinances entitled “Apartment Buildings”, are specifically disallowed as a short-term rental.

(i) “Short-term rental guest” means any person who rents temporary lodging from a short-term rental host, or through a hosting platform on behalf of the short-term rental host, for less than thirty consecutive days.

(j) “Short-term rental host” (“host”) means the owner or permanent occupant of a short-term rental who offers the short-term rental for temporary lodging.

(k) “Short-term rental operation” means the occupancy of any room or dwelling of any short-term rental.

(l) “Transient guest” means person who occupies a room or rooms for sleeping accommodations for less than thirty consecutive days.

769.02 PURPOSE; INTENT.

Short-term rentals are unique, semi-commercial operations that adapt a residential environment into a lodging concept, limited in scope and operation. The use is clearly of a commercial nature, but may at times be more in keeping with a residential environment. The purpose of this chapter is to provide a systematic set of requirements to ensure that such operations, if appropriate for a residential or commercial area, shall not adversely impact adjacent uses as a result of the commercial aspects of the structure and property. Short term rentals shall be the subordinate to the principal use of a structure as a single-family dwelling. The intent of this chapter is not to provide an opportunity for the establishment of an intensive commercial lodging business, which would be considered appropriate within an intensive commercial or planned commercial zoning district, but rather in certain locations to provide a limited commercial use in a residential or commercial district.

769.03 SHORT-TERM RENTALS AS CONDITIONAL USES; PERMIT REQUIRED.

Short-term rentals are hereby classified as a conditional use which may be permitted in Single Family Zoned Districts and all Community Business Districts in accordance with the corresponding standards and requirements of the Planning and Zoning Code. Conditional use permit issued pursuant to Chapter 1135 of these Codified Ordinances shall be required in order to allow said permit shall be effective for one year at an annual cost of two hundred dollars (\$200.00) by the City. If the permit fee has not been received by the Department of Public Service by January 1, a late fee shall be incurred of one hundred fifty dollars (\$150.00). Said permit shall be automatically voided by operation of law without further notice or hearing upon the sale or transfer of the real property upon which the short-term rental is located. In submitting an application for a conditional use permit, and with every re-application, the applicant shall provide to the Planning Commission, a floor plan illustrating the proposed operation, a site plan indicating all on-site improvements, if any, and any additional information as required by the Planning Commission. Notification of the request for the conditional use permit shall be given by the Secretary of the Planning Commission to all record title holders of real property lying within five hundred feet of the property line of the area requesting the conditional use approval. Said notice shall be first class mail, postage prepaid.

769.04 APPLICATION FOR SHORT-TERM RENTAL PERMIT, NEW AND RENEWAL.

(a) Application for a new short-term rental permit, and/or for renewal of a permit, shall be made to the Department of Public Service, upon approved forms, for the fee set forth in Chapter 1321.

(b) The application for a permit to operate a short-term rental shall contain the following information:

(1) Name of the applicant, including mailing address, telephone number, and email address. If the applicant is a corporation or partnership, the applicant shall provide the name of the entity and set forth exactly as shown on its articles of incorporation, mailing address, telephone number, and email address of the individual who is the statutory agent, president, or managing individual, the state in which the company is incorporated or registered, and the entity or corporation number. For an owner-occupied short-term rental application, the permanent occupant shall provide sufficient information to demonstrate compliance with the primary residency requirement as outlined in Section 769.01(g);

(2) The legal owner or owners of the property, including mailing address, telephone number, and email address. If the property owner is a corporation or partnership, the applicant shall provide the name of the entity set forth exactly as shown on in articles of incorporation as well as the mailing address, telephone number, and email address of an individual who is the statutory agent, president, or managing individual, the state in which the company is incorporated or registered, and the entity or corporation number;

(3) The names and addresses of any other short-term rental located in City of Parma Heights that the applicant or property owner has any interest in, including, but not limited to, ownership, licensure, or management;

(4) Name of the short-term rental host, including mailing address, telephone number, and email address;

(5) The number of guestrooms in service at the short-term rental;

(6) The names of all hosting platforms that are used by any short-term rental host;

(7) Proof of liability insurance for the rental unit;

(8) Set forth any known, non-obvious or concealed condition, whether man-made or artificial, which may present a danger to the short-term rental guest(s);

(9) The contact information, including a telephone phone number, of a local person with the responsibility to resolve any complaints regarding the condition, operation or maintenance of the dwelling unit; and

(10) Set forth the trash and recycle collection days for the property and any applicable rules and regulations pertaining to leaving or storing trash on the exterior of the property.

(c) The applicant must notify the Department of Public Service of any change in information contained in the permit application within ten days of the change.

(d) Any change in ownership of the building, the dwelling or the business, or change in name of the short-term rental host shall void the current permit and shall require submission of a new application and the issuance of a new permit.

(e) A short-term rental shall be assigned an individual permit account number that must be prominently displayed within the unit. The permit shall be displayed but removed upon expiration. The short-term host failing to display the permit is in violation of Section 769.99. The short-term host found to be operating with an expired permit is in violation of Section 769.99.

(f) At least monthly, the short-term rental host or his/her designated agent or custodian shall inspect the dwelling. The short-term rental host or his/her designated agent or custodian shall immediately notify the owner of any condition existing thereupon which is in violation of any housing, building, health or sanitation provision of these Codified Ordinances.

(g) The Director of Public Service may direct or cause each short-term rental, or any part thereof, to be inspected annually for maintenance violations. The fee for such inspection shall be as set forth in Chapter 1321.

769.05 SHORT-TERM RENTAL HOST - REQUIREMENTS.

(a) Short-term rental host requirements. A short-term rental host shall be the owner of the dwelling. The short-term rental host must provide one form of proof of identity, and two pieces of evidence that the dwelling is the host's primary residence or two pieces of evidence the host is the owner of the dwelling.

(1) One short-term rental permit per short-term rental operation may be issued.

(2) The short-term rental host must provide written notice to the short-term rental guest of:

A. Any known, non-obvious or concealed condition, whether man-made or artificial, which may present a danger to the short-term rental guest(s);

B. The contact information, including a telephone phone number, of a local person with responsibility to resolve any complaints regarding the condition, operation or maintenance of the dwelling unit;

C. Set forth the trash and recycle collection days for the property and any applicable rules and regulations pertaining to leaving or storing trash on the exterior of the property. The owner shall provide proper trash and recycling containers for the transient guest(s).

(3) Smoke detectors shall be provided and maintained adjacent to each sleeping area in each dwelling unit as required in Chapter 769.

(4) One or more carbon monoxide detection devices shall be installed and maintained as close to the center of the dwelling unit and within close proximity to the living and sleeping areas of the dwelling unit.

(5) Occupancy shall be limited to two individuals per bedroom within the dwelling unit.

(6) Rentals for thirty or more consecutive days by the same guest(s) will not be subject to short-term rental regulations.

(7) Compliance with all other applicable provisions of the Parma Heights Codified Ordinances related to residential housing.

(8) All short-term rental hosts must obtain liability insurance for the short-term rental or provide proof that the short-term rental and short-term rental host are named insured under the hosting platform's liability of insurance in the amounts set forth below. Each short-term rental shall at all times maintain the following insurance coverage meeting all of the following requirements: A general liability insurance policy or certificate that shall provide the minimum coverage:

A. Not less than one million dollars (\$1,000,000). Such policy or certificate must be issued by an insurance company that is admitted to do business in the state of Ohio or by an eligible surplus lines company or risk retention group.

B. The policy or certificate shall provide notice of cancellation of insurance to the Department of Public Service at least ten days prior to cancellation.

C. Any cancellation of insurance required by this section shall result in an automatic revocation of the respective short-term rental permit.

(b) Records required.

(1) A short-term rental host that offers a short-term rental shall retain records to demonstrate compliance with this section, including, but not limited to, primary residency, the name of the short-term rental guest responsible for the reservation and/or who rented the unit on each night, dates and duration of stay in a short-term rental, and the rate charged for each short-term rental on each night.

(2) A short-term rental host that provides units for short-term rental use shall retain records for a period of at least four years.

(3) If a request to inspect the records is denied, any officer or employee of the division of police, division of fire department of building may seek an administrative search warrant from a court of competent jurisdiction authorizing said inspection.

769.06 GENERAL DEVELOPMENT STANDARDS.

The following development standards apply to short term rentals.

(a) Uses Permitted in Single-Family Detached Dwellings. Short term rentals shall not be allowed in any detached structure, or in a garage. Only minimal interior modifications of said single-family dwelling shall be permitted in the original architectural style of the house for safety purposes only. Interior modifications of the size of bedrooms and baths shall be permitted.

(b) Occupation of Premises by Owner. Such owner shall be the record owner of no less than 50% interest of the property in question.

(c) Compliance With Fire Protection Standards; Certificates Required. Certificates of compliance from the Parma Heights Fire Department shall be required for approval of a request for a conditional use permit for short term leases. The following fire protection standards shall be continually met during the term of the conditional use permit, and shall be certified to exist by the City Fire Prevention Officer at the inception of the conditional use permit and annually therefor:

(1) There shall be a fire inspection;

(2) There shall be ten-pound ABC extinguishers per floor;

(3) Electrical work shall conform to current residential standards; and

(4) No portable heating devices shall be allowed in sleeping rooms.

(d) Consecutive Nights. Each paying guest may stay at a property designated as a short-term rental property for not more than twenty-nine consecutive nights at any single visit.

(e) Kitchen Facilities. Only one kitchen facility shall be permitted per structure for which a conditional use permit is granted to operate a short-term rental. No cooking facilities of any type shall be permitted in individual guest quarters, and no food shall be served in guest quarters.

(f) Bathrooms. A minimum of one full bathroom, including tub or shower, toilet and sink, shall be required for every two guest rooms, to be available for the exclusive use of short-term rental paying guests.

(g) Owner Requirements. The owner must maintain current guest registration records which contain the following information about each guest: the guest's name, address, signature, and dates of accommodation. The registration records shall be kept on file for four years and upon request by any authorized City official, shall be made available for inspection by such City official during regular business hours or in case of an emergency.

(h) Nuisance Conditions; Revocation or Suspension of Permits. Short-Term Rentals shall not be permitted to create or continue a nuisance under either state or local law, and a conditional use permit shall be revoked or suspended by the City whenever the operation endangers, offends or interferes with the safety or rights of others so as to constitute a nuisance.

(i) Guest Rooms. There shall be no more than three guest rooms within a single-family dwelling that are utilized by short term rental customers. A guest room shall contain no less than one hundred square feet of living space, not including closets.

(j) Parking. One off-street parking space shall be provided for each guest room consistent with the restrictions set forth in Section 351.14. Such off-street parking spaces shall be provided in an existing driveway, behind the existing building line, or in a garage.

(k) Signage. One on-premises, flat sign against the dwelling shall be permitted for each short-term rental, not to exceed three square feet in area. The sign shall not be internally illuminated. No window display or signboard shall be allowed.

(l) Security. Outdoor security cameras must be provided and operational. Security camera footage shall be kept for a period of thirty days. No security lighting shall be permitted which reflects or is directed out of the yard of the owner of the short-term rental.

(m) Exits. In addition to the requirements of the Residential Code of Ohio, a minimum of two exits from the short-term rental area at the level of exit discharge shall be provided.

(n) Location. No short-term rental shall be permitted within five hundred feet of a school or recreational facility.

769.07 REQUIRED INFORMATION.

A resident approved to offer short-term rentals shall be subject to annual inspection, and inspection at other times upon reasonable notice to the owner. In addition to the requirement set forth in Section 769.03 above, an application for and, if requested, renewal of, a conditional use permit to engage in the business of short-term rental establishment shall be accompanied by the following information:

SHORT TERM RENTAL

(a) Proof of commercial general liability insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence, for bodily injury and property damage arising in any way from the issuance of the permit. Each policy of insurance shall be used by an insurer authorized to do business in the State of Ohio; and include a provision requiring thirty days advance notice to the City prior to cancellation or lapse of the policy. The owner shall maintain the insurance required under this section in full force and effect for the duration of the permit period. A single violation of this subsection shall result in revocation of the permit;

(b) A statement as to whether the owner or any controlling person has ever been convicted in any jurisdiction of any felony;

(c) Proof that the owner has legal title to the property on which the establishment is located;

(d) A copy of an evacuation diagram.

769.08 TRANSFER OF SHORT-TERM RENTAL PERMIT NOT PERMITTED.

(a) No permit under this chapter shall be transferable to another individual, corporation, firm, partnership, association, organization or other group acting as a unit.

(b) No permit under this chapter shall be transferable to another short-term rental operation.

769.09 DISCRIMINATION PROHIBITED.

An owner, permanent occupant, short-term rental host, or operator shall not:

(a) Decline a transient guest or short-term rental guest based on race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status; impose any different terms or conditions based on race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status;

(b) Post any listing or make any statement that discourages or indicates a preference for or against any transient guest or short-term rental guest on account of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status.

769.10 OTHER PROHIBITED ACTS.

It shall be unlawful for any person engaged in the business of short-term rentals to:

(a) Exceed the scope of the permit, as set forth in this chapter;

(b) Allow occupancy of the establishment or any part thereof to exceed one person per one hundred and twenty-five feet of floor area, excluding elevators, stairways or other shaft enclosures;

(c) Rent any sleeping room in the establishment for thirty-one or more consecutive days to any person other than members of the owner's family as defined in Parma Heights Zoning Ordinance;

(d) Use or permit the use of a hot plate, coffee maker or other cooking device in any sleeping room or bathroom;

(e) Permit any criminal activity or public nuisance to take place on the premises. If an owner knows or suspects that any criminal activity or public nuisance is taking place on or immediately adjacent to the premises, the owner shall immediately notify the Parma Heights Police Department of such fact, and shall cooperate with the Parma Heights Police Department in any investigation that may ensue; or

(f) Knowingly make any false or misleading statement about such person's criminal background in connection with any application-submitted pursuant to this chapter. A single violation of this subsection shall result in permit revocation.

(g) Utilize any apartment or apartment building, regulated by Chapter 711 of the Parma Heights Codified Ordinances, as a short-term rental.

769.99 PENALTY.

Whoever violates Section 769.10 of this Chapter is guilty of wrongful rental/use of residential property, a misdemeanor of the third degree. A second violation of this Chapter is a misdemeanor of the second degree. Any violation of this Chapter that represents a third or further violation shall be a misdemeanor of the first degree. A separate offense shall be deemed committed each day a violation occurs or continues.

CHAPTER 1171
Class A Districts

- 1171.01 Permitted uses.
- 1171.02 Rear yards; lot coverage.
- 1171.03 Side yards.
- 1171.04 Setback line.
- 1171.05 Lot area.
- 1171.06 Lot width
- 1171.07 Nonconforming setbacks.

CROSS REFERENCES

- Districts and Zone Map - see P. & Z. 1161.01
- Class A-1 Districts - see P. & Z. Ch. 1173
- Class A-2 Districts - see P. & Z. Ch. 1174
- Yard grading - see BLDG. 1381.01 et seq.

1171.01 PERMITTED USES.

Within any Class A District no building, structure or premises shall be used or arranged or designed to be used, except for one or more of the following uses:

- (a) A single-family dwelling;
- (b) Accessory uses customarily incident to the foregoing permitted use; and
- (c) Short-term rentals as a conditional use. See P.H.C.O. Chapter 769.

(Ord. 1953-29. Passed 6-1-53.)

1171.02 REAR YARDS; LOT COVERAGE.

(a) Every property shall be provided with an open, unobstructed (except for landscaping, detached garages, and accessory buildings) minimum rear yard of 25 percent of the total area of the lot or 30 feet as measured perpendicular to the street, whichever is greater. (As per Exhibits 1, 2, and 3.)

(b) The sum of the plan projection areas of all structures on a property shall not exceed 40 percent of the lot area. (As per Exhibits 1, 2, and 3.)

(c) Garages and Accessory Buildings.

(1) A detached garage not over 15 feet high and not over 30 feet deep may be located in the rear yard area.

(2) A detached garage shall be placed no closer than three feet to a side property line or a rear property line and shall be no closer than eight feet to any other structure on an adjoining property irrespective of lot lines and no closer than ten feet to the main structure.

(3) In the case of a corner lot, the rear line of which is identical with the side line of an interior lot, no detached garage shall be erected within 20 feet of any street line.

(4) Accessory buildings are permitted in the rear yard area as regulated by Chapter 1388 of the Parma Heights Building Code. The plan projection area of accessory buildings shall not be considered when determining lot coverage.

(Ord. 1969-3. Passed 1-27-69; Ord. 2002-60. Passed 12-23-02.)

1171.03 SIDE YARDS.

There shall be a side yard on each side of every building. The minimum width of the side yard shall be three feet. At least twelve feet of each lot shall be devoted to side yards.

Whenever the garage is detached from the main structure there shall be a minimum width of nine feet between the structure and the side line of the driveway side of the lot.

Whenever the garage is attached to the main structure there shall be a minimum width of five feet between the structure and the side line on the garage side of the lot.

In addition, no two main structures or parts thereof on their respective lots shall be any closer together than ten feet irrespective of lot lines.

(Ord. 1953-29. Passed 6-1-53.)

1171.04 SETBACK LINE.

On any existing street frontage in Class A Districts where there is no building or setback line designated on the Building Zone Map, the location of the setback line shall be as follows:

(a) No nearer than thirty feet to the street line or twenty-five percent of the average or normal depth of the lots having their front lines along the street frontage, whichever is the greater. (As per Exhibits 1, 2, and 3.)

(b) On the sideline of a corner lot the distance of the setback line from the street line shall be not less than ten feet. (As per Exhibits 1, 2, and 3.)

(Ord. 1953-29. Passed 6-1-53; Ord. 2003-6. Passed 2-10-03.)

1171.05 LOT AREA.

The minimum requirements shall be 9,000 square feet of lot area for each dwelling.

(Ord. 1965-58. Passed 9-13-65.)

1171.06 LOT WIDTH.

No dwelling shall be erected on a lot having an average width of less than seventy-five feet, unless the lot was separately owned at the time of the passage of this section (Ordinance 1964-73, passed October 26, 1964), or unless such lot is a numbered lot in a subdivision that was on record in the office of the County Recorder at the time of the passage of this section (Ordinance 1964-73, passed October 26, 1964), for which a dedication of streets in such allotment was made for public use and accepted by Council.

(Ord. 1964-73. Passed 10-26-64.)

1171.07 NONCONFORMING SETBACKS.

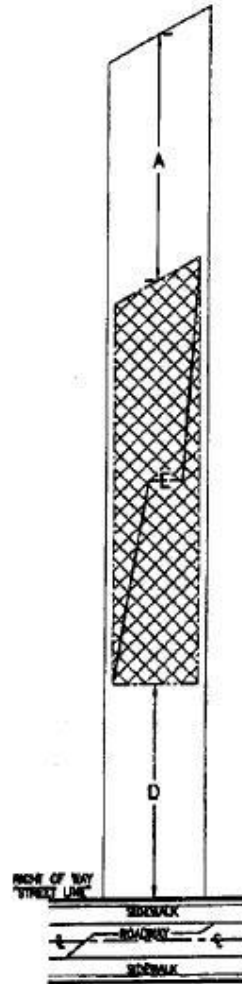
(a) When strict adherence to the minimum setback requirements of this Code cannot be met, the applicant/property owner may appeal to the Board of Zoning Appeals for relief. The Board of Zoning Appeals shall require of the property owner such amendments to the plan as may be necessary to achieve the spirit and intent of this Code and to protect the health and welfare of the general public.

(b) The Board of Zoning Appeals shall determine the setbacks that achieve the spirit and intent of this Code.

(Ord. 2002-60. Passed 12-23-02.)

Exhibits 1-3 available in PDF: click [HERE](#)

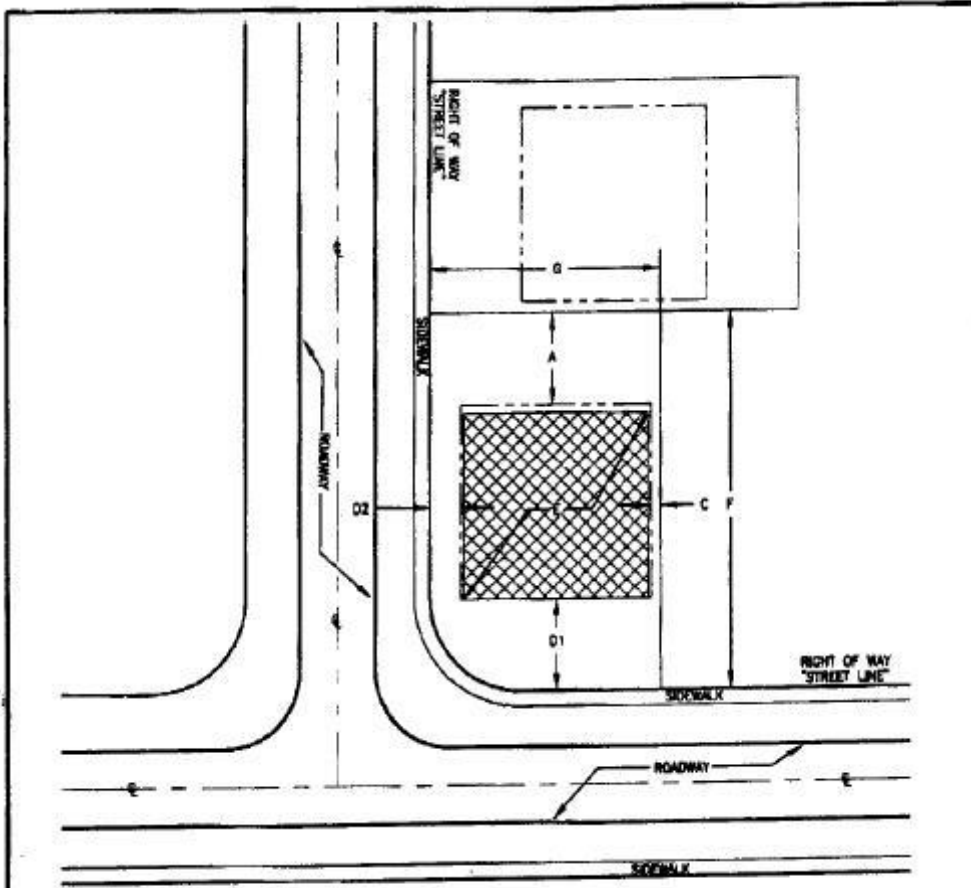
ZONING SECTION	PLAN DESIGNATION	CODE REQUIREMENT
1171.02 REAR YARDS	A	30' MIN. OR 25% OF TOTAL AREA OF LOT, WHICHEVER IS GREATER.
1171.03 SIDE YARDS	B & C	B+C=12' MIN., 3' MIN. FOR ONE SIDE
1171.04 SETBACK LINE	D	30' MIN. TO STREET LINE OR 25% OF AVERAGE NORMAL DEPTH OF LOT, WHICHEVER IS GREATER, OR ALREADY ESTABLISHED BUILDING LINE.
1171.02 LOT COVERAGE	E	SUM OF PLAN PROJECTION AREAS OF ALL STRUCTURES ON A PROPERTY SHALL NOT EXCEED 40% OF THE LOT AREA.
1171.05 LOT AREA	F	9,000 S.F. MIN.
1171.06 LOT WIDTH	G	75' MIN. AT BUILDING LINE



"BOWLING ALLEY" LOT

11-26-02

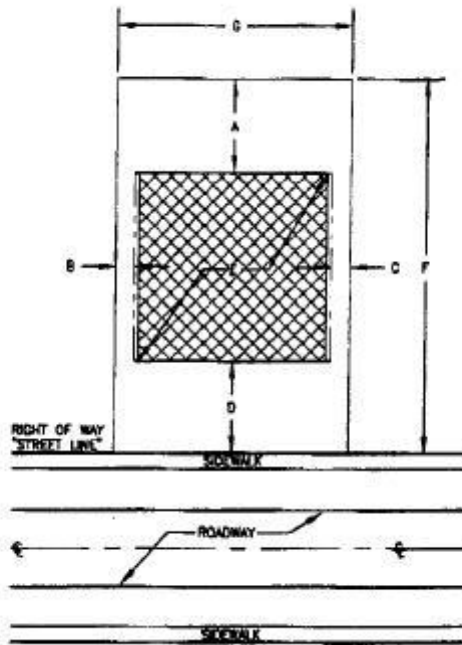
Exhibit 1



ZONING SECTION	PLAN DESIGNATION	CODE REQUIREMENT
1171.02 REAR YARDS	A	30' MIN. OR 25% OF TOTAL AREA OF LOT, WHICHEVER IS GREATER.
1171.03 SIDE YARDS	C	3' MIN. FOR ONE SIDE
1171.04 SETBACK LINE	D1	30' MIN. TO STREET LINE OR 25% OF AVERAGE NORMAL DEPTH OF LOT, WHICHEVER IS GREATER, OR ALREADY ESTABLISHED BUILDING LINE.
1171.04 SETBACK LINE (CORNER LOTS)	D2	10' MIN. TO STREET LINE
1171.02 LOT COVERAGE	E	SUM OF PLAN PROJECTION AREAS OF ALL STRUCTURES ON A PROPERTY SHALL NOT EXCEED 40% OF THE LOT AREA.
1171.06 LOT AREA	F	9,000 SF MIN.
1171.06 LOT WIDTH	G	75' MIN. AT BUILDING LINE

CORNER LOT

11-26-02



ZONING SECTION	PLAN DESIGNATION	CODE REQUIREMENT
1171.02 REAR YARDS	A	30' MIN. OR 25% OF TOTAL AREA OF LOT, WHICHEVER IS GREATER.
1171.03 SIDE YARDS	B & C	B+C=12' MIN., 3' MIN. FOR ONE SIDE
1171.04 SETBACK LINE	D	30' MIN. TO STREET LINE OR 25% OF AVERAGE NORMAL DEPTH OF LOT, WHICHEVER IS GREATER, OR ALREADY ESTABLISHED BUILDING LINE.
1171.02 LOT COVERAGE	E	SUM OF PLAN PROJECTION AREAS OF ALL STRUCTURES ON A PROPERTY SHALL NOT EXCEED 40% OF THE LOT AREA.
1171.05 LOT AREA	F	8,000 S.F. MIN.
1171.06 LOT WIDTH	G	75' MIN. AT BUILDING LINE

STANDARD LOT

11-26-02

Exhibit 3

CHAPTER 1174
Class A-2 Districts

1174.01 Permitted uses.

1174.02 Purpose; location of individual units; conditions.

1174.03 Approval of one-family cluster unit developments; site plan required.

1174.04 Maintenance agreements.

1174.05 Limitations on townhouses.

CROSS REFERENCES

Districts and Zone Map - see P. & Z. 1161.01

Class A Districts - see P. & Z. Ch. 1171

Class A-1 Districts - see P. & Z. Ch. 1173

1174.01 PERMITTED USES.

Within any Class A-2 District, no building, structure or premises shall be used or arranged, or designed to be used, except for one or more of the following uses:

(a) Any principal or accessory use permitted in Class A Districts, with the same regulations and restrictions that are applicable to such use in Class A Districts; and

(b) One-family cluster units.

(Ord. 2000-3. Passed 1-25-00.)

1174.02 PURPOSE; LOCATION OF INDIVIDUAL UNITS; CONDITIONS.

(a) The purpose of this zoning classification is to allow residential development, consisting of five or more units, the additional flexibility necessary to make advantageous use of natural irregular land features which might otherwise have a negative impact on such a development. The physical location and arrangement of individual units within the development may be in any configuration acceptable to the Planning Commission and Council, except that no unit shall be vertical to any other unit.

(b) In addition to the provisions of division (a) of this section, the following conditions shall be met:

(1) Maximum density shall be five units per gross acre;

(2) Minimum land area shall not be less than two contiguous acres;

(3) Minimum floor area per unit:

A. 1-story:

With basement: 1,350 square feet

Without basement; 1,500 square feet

B. 2-story:

With basement 1,800 square feet

Without basement 1,900 square feet

(4) There shall be two attached automobile garage spaces per dwelling unit, unless otherwise determined by the Planning Commission and Council in accordance with Section 1174.03(b)(4);

(5) Guest parking spaces shall be equal to 20% of the number of dwelling units.

(6) The main service drive may be dedicated to the City;

(7) There shall be a minimum of ten feet between detached units;

(8) Any other conditions required by Council or the Planning Commission shall be met;

(9) The submission of a copy of any plan, covenant or restriction for the maintenance of common property shall include a provision requiring maintenance of any private street;

(10) Submission of a copy of all governing documents;

(11) Front yard setbacks shall be as follows:

A. 40 feet from the right-of-way on a major arterial street or collector street;

B. 20 feet from the right-of-way on a local street; and

C. 25 feet from the nearest edge of a sidewalk or roadway pavement on a private drive.

(12) The setback from an abutting single-family lot line shall be a minimum of 35 feet.

(13) A dedicated local street shall have a minimum right-of-way of 40 feet, with a preferred width of 50 feet.

(Ord. 2000-3. Passed 1-25-00; Ord. 2000-42. Passed 9-25-00.)

1174.03 APPROVAL OF ONE-FAMILY CLUSTER UNIT DEVELOPMENTS; SITE PLAN REQUIRED.

(a) The developer of any parcel of land requesting approval of a one-family cluster unit development shall prepare a detailed site plan of the cluster area proposed for the

development. The plan of each one-family cluster residential area shall include the following:

- (1) The number, location and arrangement of dwelling units;
- (2) The proposed use of all private and common land;
- (3) The location and arrangement of all dedicated streets, private driveways and pedestrian access ways;
- (4) The number and arrangement of all parking and service areas;
- (5) The location, preliminary sizing, preliminary profiles and other information that may be required by the City Engineer to determine the feasibility of the proposed utilities;
- (6) The location and design of all site features; and
- (7) The landscape design.

(b) The site plan shall be reviewed by:

(1) The City Engineer, to determine compliance with provisions of this chapter and all applicable standards;

(2) The City Planner, to evaluate the merits of the site plan and its impact on the subject area and City in general;

(3) The Director of Public Service, to determine compliance with the Building Code; and

(4) The Planning Commission, which shall report its recommendation to Council, which may either approve or disapprove the positive recommendation of the Planning Commission by a simple majority of the members of Council or override the negative recommendation by a two-thirds vote of the members of Council.

(Ord. 2000-3. Passed 1-25-00.)

1174.04 MAINTENANCE AGREEMENTS.

A copy of any plan, covenant or restriction for the maintenance of common property shall include a provision requiring maintenance of any private street and shall be submitted to the Director of Law for review and approval.

(Ord. 2000-3. Passed 1-25-00.)

1174.05 LIMITATIONS ON TOWNHOUSES.

Townhouse cluster attached single-family units shall be limited to thirty-five percent of the total number of building units.

(Ord. 2000-3. Passed 1-25-00.)

CHAPTER 1192