



Joe Dike	Joel Hagy	Monty Tapp	Mark Claus	Sam Artino	William Biddlecombe	Matt Grieves
Councilmember	Councilmember	Mayor	Vice-Mayor	Councilmember	Councilmember	Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, March 22, 2022 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION *This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link: <https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>*

I. Call To Order Moment of Silence followed by the Pledge of Allegiance to the Flag

II. Roll Call of City Council

III. Approval of Minutes

IV. Audience Comments Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

V. Old Business

VI. New Business

VI.a Resolution No. 28-2022

A resolution authorizing a License Agreement with the Huron Rotary Club relating to the Huron Rotary Festival.

VI.b Resolution No. 29-2022

A resolution authorizing a License Agreement with Huron River Fest, Inc. relating to the 2022 River Fest.

VI.c Resolution No. 30-2022

A resolution accepting the recommendations of the Erie County Tax Incentive Review Council relating to Enterprise Zone Agreements and Community Reinvestment Area Agreements.

VI.d Resolution No. 31-2022

A resolution authorizing the use of GovDeals, Inc. as the City's internet auction provider to dispose of items no longer deemed necessary by the City.

VI.e Resolution No. 32-2022

A resolution authorizing a Memorandum of Agreement with the Erie Soil & Water Conservation District for storm water management and NPDES Small MS4 Permit application services.

VI.f Resolution No. 33-2022

A resolution authorizing application to Shores & Islands Ohio - Erie County Visitors & Convention Bureau, Inc. Destination Development Grant for grant funds relating to the Huron Fish Cleaning Facility Project.

VI.g Resolution No. 34-2022

A resolution authorizing a License Agreement among the City of Huron, Lake Erie Shores and Islands and D & M Painting Corp. relating to repainting of the Rye Beach water tower.

VI.h Resolution No. 35-2022

A resolution authorizing outdoor dining on private property and in the City's right-of-way.

VI.i Resolution No. 37-2022

A resolution authorizing an agreement with OHM Advisors for the provision of community engagement, surveying, and engineering design services related to the Main Street Corridor Project.

VI.j Resolution No. 38-2022

A resolution authorizing an amended Employment Agreement with Andrea F. Rocco for the provision of Prosecutor services for the City of Huron.

VI.k Resolution No. 39-2022

A resolution authorizing an agreement with Andrea F. Rocco for the provision of Human Resources services for the City of Huron.

VI.l Ordinance No. 2022-17

An ordinance amending and restating Chapter 1315 Storm Water Management of the City of Huron Codified Ordinances.

VI.m Ordinance No. 2022-18

Supplemental appropriations and increase in estimated resources ordinance.

VI.n Ordinance No. 2022-20

An ordinance authorizing an Enterprise Zone Agreement with Sunsport Properties, LLC and Buckeye Sports Center, Inc. relating to real property located at 309 Lake Erie Parkway (PPN: 42-02065.000)

VI.o Resolution No. 40-2022

A resolution authorizing a School Compensation Agreement by and among the City of Huron, Huron City Schools and Sunsport Properties, LLC.

VI.p Resolution No. 41-2022

A resolution authorizing a School Compensation Agreement by and among the City of Huron, EHOVE Career Center and Sunsport Properties, LLC.

VI.q Resolution No. 42-2022

A resolution authorizing an agreement with Huron Baseball and Softball Program, Inc. to utilize Andrew L. Fabens Memorial Park baseball fields, utility vehicle and concession stand.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

XI. Adjournment



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 28-2022
DATE: March 22, 2022

Subject Matter/Background

This resolution authorizes the annual agreement between the City of Huron and the Huron Rotary Club relating to the Huron Rotary Festival. The Huron Rotary Club is requesting the use of City property for the Huron Rotary Festival on June 24th and 25th, 2022, to be held at the Huron Boat Basin and Amphitheater. The Rotary Club is requesting the close of a portion of Main Street, as in previous years, from Friday, June 24th at 1:00pm to Sunday, June 26th at 9:00am.

Financial Review

A 2-day special event facility usage charge of \$1,000 will be charged to the Huron Rotary Club and will be allocated to account number 210-3800-41536 under Facility Rental. This amount was anticipated and budgeted for in Account 210-3800-41536.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution No. 28-2022 is in order.

[Resolution No. 28-2022 Huron Rotary Festival.doc](#)

[Resolution No. 28-2022 Exhibit A Huron Rotary Festival.doc.pdf](#)

RESOLUTION NO. 28-2022

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON ROTARY CLUB TO HOLD THE HURON ROTARY FESTIVAL IN THE CITY OF HURON, OHIO ON JUNE 24th AND 25th, 2022.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with the Huron Rotary Club to use City property at the Boat Basin in conjunction with the Huron Rotary Festival on June 24th and 25th, 2022, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

LICENSE AGREEMENT

This License Agreement ("Agreement"), made between the City of Huron, Ohio, hereinafter called "City" and the Huron Rotary Club, hereinafter called "Licensee", is to EVIDENCE THAT:.

WHEREAS, the Huron Rotary Festival ("Festival") is held on property owned by the City and, therefore, it is necessary for the City to grant the Huron Rotary Club a revocable license to use said property and;

WHEREAS the Festival is scheduled to occur from June 24, 2022 to June 25, 2022; and

WHEREAS, it is also necessary for the City of Huron to furnish additional City services in order that said event may be held on City property in Huron, Ohio.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a revocable license to Licensee to use the Amphitheater at the Boat Basin and the grassy area north of the picnic shelters on Friday, June 24, 2022 during the hours of 4:00 p.m. to 11:00 p.m., and on Saturday, June 25, 2022 during the hours of 11:00 a.m. to 11:00 p.m. for the purpose of conducting the Festival for a flat rental fee of \$1,000.00 total on the property described on Exhibit A and incorporated by reference.

2. The City also grants permission to Lessee to close a portion of Main Street from First Merit Bank north to the entrance to the Boat Basin parking lot from 1:00 PM Friday June 24, 2019 through 9:00 AM on Sunday, June 26, 2022.

3. The City hereby grants the placement of three (3) 10 x 8 latex banners for advertising signage to be erected in the following areas: median area of U. S. Route 6/Center Street, S.R. 13/Riverside Drive, and Cleveland Road E/By the Shores Drive commencing on June 10, 2022 and which shall be removed on June 26, 2022.

4. Licensee agrees, at its own expense to have the entire event area cleaned up, including removal of all equipment, trash, and other items placed in the site, by 8:00 p.m. on Sunday, June 26, 2022. This provision may be modified due to weather conditions.

5. City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before July 20, 2022 and said amount shall be paid to City no later than July 31, 2022. Items which shall be provided and billed when and where required include, but are not limited to:

- a. The cost of water and materials (i.e., gravel, stone, etc.);
- b. The cost of City personnel to install and remove signs;
- c. The City agrees to waive the cost of all other permits and fees.
- d.

6. Licensee agrees to adhere to the Festival Regulations pursuant to the Ohio Fire Code as referenced in Exhibit D.

7. The City shall have the option to terminate or modify this Agreement and related revocable license in the event that the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement, which determination shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

8. The City shall also notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.

9. The Licensee agrees to defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages, demands, expenses, fees (including reasonable attorney's fees), fines, judgments, losses, penalties or suits arising directly or indirectly from Licensee's breach of this Agreement, from Licensee's use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the Festival and parking areas as authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the event, and Licensee shall secure liability insurance, including liquor liability coverage, in an amount of at least One Million Dollars (\$1,000,000.00) for bodily injury and death, and One Hundred Thousand Dollars (\$100,000.00) for property damage, which policies shall name City as an additional named insured by endorsement and loss payee. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, no later than June 1, 2022, and a copy of such shall herein be attached and incorporated as Exhibit B. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

10. Licensee further agrees as follows:

- a. Event activity shall be scheduled within the hours: Friday: June 24, 4:00 p.m. to 11:00 p.m.; Saturday: June 26, 11:00 a.m. to 11:00 p.m.
- b. Signs to be posted restricting beer/wine in plastic or paper cups only to the fenced areas as noted in Exhibit C.
- c. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection.
- d. Event grounds shall shut down by 11:00 p.m.
- e. Food sales shall cease by 10:30 p.m.
- f. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors.

- g. Licensee agrees to limit beer/Wine sales to two booths within the fenced area.
- h. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
- i. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.
- j. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.
- k. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the Council of the City of Huron and all rules and regulations of other state or local agencies applicable to these events.
- l. This Agreement contains the entire agreement between the Parties and supersedes any oral or prior written understandings, representations or agreements between the Parties.
- m. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

12. The City approves the sale of beer and wine during the Festival as follows: Friday, June 24, 202 from 4:00pm to 10:30pm and on Saturday, June 25, 2022 from 11:00am to 10:30pm. All sales of beer and wine shall be confined to the designated area. Beer and wine shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer and wine shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit E.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on the date(s) referenced below.

CITY: CITY OF HURON, OHIO

LICENSEE: HURON ROTARY CLUB

Matt Lasko, City Manager

President

Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Todd A. Schrader, Law Director

EXHIBIT A
DESCRIPTION OF LEASED PROPERTY

EXHIBIT B
LIABILITY INSURANCE POLICY

EXHIBIT C
SIGNS FOR BEER CONSUMPTION IN CERTAIN AREAS

EXHIBIT D
FESTIVAL REGULATIONS- OHIO FIRE CODE

Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation cited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment **shall be** in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector **shall be** contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used for cooking **shall have** at least one (1) portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2) portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent **must have** a **permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

Festival Regulations

- Electrically powered rides / or tents with electrical service must have at least one (1) properly serviced & tagged extinguisher with a rating of 2-A:10:BC.
- Carnival games must have an properly serviced & tagged extinguisher placed within 50' of each booth with a rating of 2-A:10:BC.
- All tents, booths, trailers or canopies to be **occupied** by members of the public (customers) **shall be** constructed of a fire resistant material and **shall be** labeled and maintained in accordance with the latest edition of the Ohio Fire Code Section FM-2401, Ohio Administrative Code 1301:7-7-24. **No open flame** device(s) **under** or **within twenty (20) feet** of these structures. This is in accordance with the latest edition of the Ohio Fire Code Section FM-2401, Ohio Administrative Code 1301:7-7-24. Tents (exceeding 900 sq. ft (30x30) and/or occupant load over (50) shall require prior written approval of the Fire Division. These tents **shall have** a minimum of (2) 2-A:10:BC extinguishers mounted to tent posts or on stands located in the structure.
- All rows of booths, tents, or other types of displays **shall** maintain a fire lane with a minimum width of eighteen (18) feet and a minimum height of twelve (12) feet
- All fire hydrants and fire department hose connections **shall be** kept clear. A minimum of ten (10) feet shall be kept clear around the hydrant or connection and a clear path shall be maintained from the street or fire lane.
- A layout diagram of any event involving Ten (10) or more vendors including booth name, contact information shall be provided to the Fire Division prior to inspection.

Kurt Schafer

Captain Kurt Schafer
Fire Prevention Officer
Huron Fire Division
413 Main St.
Huron, Ohio 44839
Ph. 419-433-3544
Fax.419-433-4318

Dan Soisson

Lieutenant Dan Soisson
Fire Prevention Officer
Huron Fire Division
413 Main St.
Huron, Ohio 44839
Ph. 419-433-3544
Fax.419-433-4318



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 29-2022
DATE: March 22, 2022

Subject Matter/Background

This resolution authorizes an annual agreement with Huron River Fest Inc. to use City property for the Huron River Fest Festival to be held on July 8, 9 and 10, 2022 at the Huron Boat Basin & Amphitheater.

The River Fest Committee is requesting to close a portion of Main St. from Thursday July 7th at 2 PM to Monday July 11th 8:00 AM. Since 2011, the administration and the police department have focused on and continued to try to decrease the financial burden on the River Fest Committee. As previous agreements, Huron River Fest Inc. will only be charged for security by the City until 12:00 AM midnight on both Fri. and Sat. nights of the Festival. Security coverage will remain in the area until after midnight, however, the City has agreed to absorb that expense.

A three-day special event facility usage charge of \$1,500 will be charged to the Huron River Fest Inc. and will be allocated to account number 210-3800-41536 under Facility Rental. This amount was anticipated and budgeted in Account 210-3800-41536.

The River Fest Committee will be responsible for police payroll expenses incurred by the City. Current overtime hourly rates with benefits (average of all officers and sergeants) is \$63.33. With a total of approximately 56 total festival hours, that cost would be \$3,546.48. In the event part-time officers work the festival (they are offered festival hours after full-time officers), the hourly rate would be \$16.00.

Financial Review

City will receive \$1,500 from the annual river fest. this is included in the budget for 2022.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution No. 29-2022 is in order.

[Resolution No. 29-2022 River Fest.doc](#)

[Resolution No. 29-2022 Exhibit A River Fest.docx](#)

RESOLUTION NO. 29-2022

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH HURON RIVER FEST, INC. TO HOLD ITS ANNUAL RIVER FEST EVENT IN THE CITY OF HURON, OHIO DURING THE PERIOD OF JULY 8, 2022 THROUGH JULY 10, 2022.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The City Manager is authorized and directed to execute License Agreement for and on behalf of the City of Huron, Ohio with Huron River Fest, Inc. to use City property and/or services in conjunction with its Annual River Fest and River Fest 5K event on July 8th, 9th and 10th, 2022, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

LICENSE AGREEMENT

This License Agreement ("Agreement") is made between the **CITY OF HURON, OHIO**, hereinafter called "City" and **HURON RIVER FEST, INC.**, hereinafter called "Licensee," is to EVIDENCE THAT:

WHEREAS, the Annual River Fest ("River Fest") is held on property owned by the City, and, therefore, it is necessary for the City to grant Licensee a revocable license to use said property and;

WHEREAS the River Fest is scheduled to occur from July 8, 2022 through July 10, 2022;

WHEREAS, it is also necessary for the City to furnish additional services in order that said event may be held on City property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a revocable license to Licensee to use the City-owned property set forth and described on Exhibit A, for the site of the 2022 River Fest from July 8 through July 10, 2022 for a flat rental fee of \$1,500. Such site is depicted on Exhibit A shall expressly exclude any other City-owned property including but not limited to the area known as the Huron Boat Basin and its facilities not so designated.

2. The City shall have the option to terminate or modify this Agreement and related revocable license in the event that the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement. The decision as to whether or not the property is unavailable shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of such meeting.

3. The City shall also notify Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee. As of the date hereof, the City does not intend to commence any improvement which may interfere with the River Fest area prior to the 2022 event.

4. Licensee will furnish, at its expense, all necessary police, fire and other security services as determined necessary by the City, including traffic control and regulation and concentrated foot patrol, to protect persons and property in the event area. Such law enforcement support shall be substantially similar to the estimate(s) provided by the Chief of Police as set forth in Exhibit C. Licensee acknowledges and accepts that circumstances may occur that demand law enforcement support in addition to that noted in Exhibit C. In an effort to minimize the cost to Licensee, the City agrees to utilize mutual aid from area law enforcement agencies.

5. Licensee will contact and arrange with both Ohio Edison and City of Huron Water Department to have the meter(s) set up in the Licensee's name in order to have billing

for electricity and water used by vendors and Licensee.

6. The City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before August 15, 2022 and said amount shall be paid to City no later than September 12, 2022. Items which shall be provided and billed when and where required include, but are not limited to:

- a. The cost of water and materials (i.e., gravel, stone, etc.);
- b. The cost of city personnel to install and remove signs;
- c. The City agrees to waive the cost of all other permits and fees;
- d. The cost of safety forces.

7. The City grants permission for Licensee to erect signs in the downtown area and selected entrances to the City from June 27, 2022 through July 11, 2022 as set forth in the drawing showing types and locations of signs attached hereto as Exhibit F and incorporated herein by reference.

8. The City agrees to permit Licensee to use the permanent stage and amphitheater at the Boat Basin for no additional charge.

9. The City agrees to close Main Street from First Merit Bank north to South Street from 2:00 p.m. Thursday, July 7, 2022 to 8:00 a.m. Monday, July 11, 2022. (Exhibit E)

10. The City approves the sale of beer during the River Fest as follows: Friday, July 8, between the hours of 6:00 p.m. to 10:30 p.m.; and Saturday, July 9, between the hours of 11:00 a.m. to 10:30 p.m. All sales of beer shall be confined to the designated area. Beer shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit D.

11. The Licensee agrees, at its own expense and unless otherwise specified, to have the entire event area cleaned up, including removal of all equipment, trash, ice machines and other items placed on Main Street by 8:00 a.m. on July 11, 2022 with Main Street re-opened at that time. All remaining grounds around the Boat Basin area will be cleared of equipment, trash, etc. by 8:00 a.m. on July 11, 2022. This provision may be modified due to weather conditions.

12. The Licensee shall defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages (including damage to areas in which new trees, plants, shrubs and lawn have been planted), demands, expenses, fees, fines, judgments, losses, penalties or suits, arising directly or indirectly from Licensee's breach of this Agreement, from use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the River Fest and parking areas as authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the event, such indemnification to include all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) for Bodily Injury and death; One Hundred Thousand Dollars (\$100,000.00) for

Property Damage, which policies shall name the City as an insured by endorsement and loss payee and copies of which shall be attached a copy as Exhibit B and provided to the City at least 30 days prior to the date of the River Fest. Licensee shall require any vendor that sells beer to secure liquor liability coverage, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; One Hundred Thousand Dollars (\$50,000.00.00) for Property Damage, which policies shall name the City as an additional insured by endorsement and loss payee, copies of which shall be attached as Exhibit B to be provided to the City at least 30 days prior to the date of the River Fest. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

13. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.

14. Licensee agrees to have the event area cleared and maintained in orderly fashion daily.

15. Licensee further agrees as follows:

- a. Event activity shall not extend past the east right-of way of Williams Street at Cleveland Road West and shall be scheduled within the hours: **Friday, July 8, 2022 - 5:00 p.m. to 11:00 p.m.; Saturday, July 9, 2022 - 11:00 a.m. to 11:00 p.m.; and Sunday, July 10, 2022 11:00 a.m. to 6:00 p.m.;**
- b. All vendors shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an insured and shall be provided to Licensee prior to opening;
- c. Signs to be posted restricting beer in plastic cups, paper cups or cans only to the fenced areas as noted in Exhibit A;
- d. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection;
- e. Event Grounds shall shut down by 11:30 p.m.;
- f. Food sales shall cease by 11:00 p.m.;
- g. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors;
- h. Licensee agrees to limit entertainment to the permanent stage at the Amphitheater;
- i. Licensee agrees to limit beer sales to two booths within each fenced area;
- j. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
- k. Licensee agrees to obtain a parade permit from the City for the purpose of holding the River Fest Parade.
- l. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.

16. This agreement contains the entire agreement between the City and Licensee and supersedes any oral or prior written understandings, representations or agreements between the City and Licensee.

17. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the council of the City of Huron.

18. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on the dates referenced below.

CITY OF HURON, OHIO

HURON RIVER FEST INC.

Matt Lasko, City Manager

_____, Chairperson

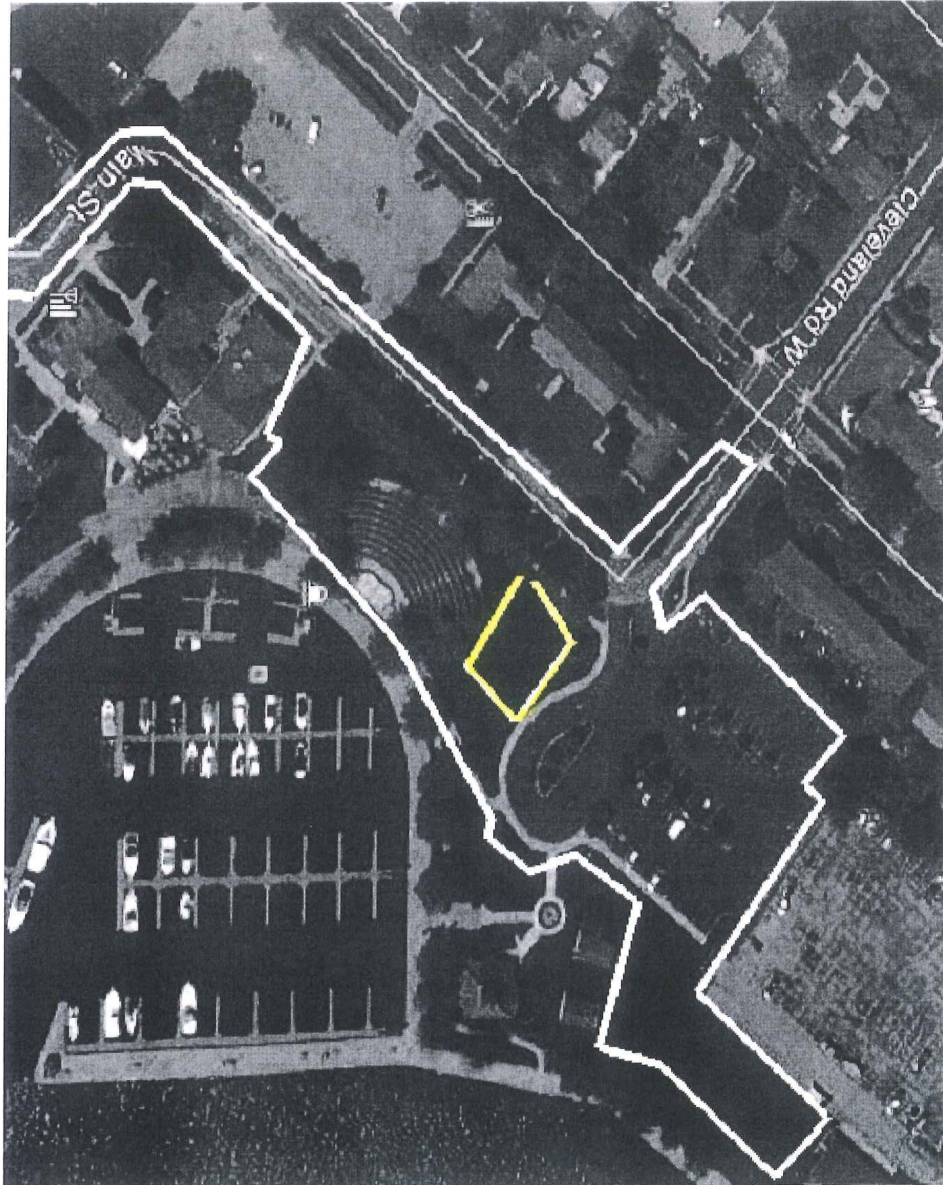
Date: _____

Date: _____

Approved as to form:

Todd A. Schrader, Law Director

EXHIBIT A - DESCRIPTION OF CITY PROPERTY



Beer Tent

EXHIBIT B - INSURANCE CERTIFICATES

EXHIBIT C - QUOTE FOR SAFETY SERVICES

2022 HURON RIVERFEST

FRIDAY JULY 8:

Parking Detail:

0800 – 1200: (1) officer

1200 – 1600: (1) officer

Festival Grounds:

2000 – 0000: (6) officers

SATURDAY JULY 9:

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

2000 – 0000: (6) officers

SUNDAY JULY 10:

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

TOTALS:

POTENTIAL FULL TIME HOURS (Festival paid) = 56

Average full-time overtime rate = \$63.33

Total potential cost:

(Assuming all positions are filled by full time officers) = \$3,546.48

EXHIBIT D - LIQUOR PERMIT

EXHIBIT E – MAP OF STREET CLOSURE



EXHIBIT F – DRAWING OF SIGNAGE



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 30-2022
DATE: March 22, 2022

Subject Matter/Background

This resolution authorizes the recommendations of the Tax Incentive Review Council (TIRC) relating to the City's enterprise zone agreements, tax increment financing agreements and community reinvestment area agreements. This annual legislation is required by O.R.C. Section 5709.85(C)(1) with the TIRC required by law to make recommendations to the City Council concerning the disposition of agreements in effect for the prior year.

Financial Review

No changes were recommended by the TIRC;

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion to adopt Resolution 30-2022 is in order.

[Resolution No. 30-2022 TIRC.doc](#)

[Huron-TIRC Letter of Recommendations.pdf](#)

[Huron TIRC Minutes2022.doc](#)

RESOLUTION NO. 30-2022

Introduced by Joel Hagy

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE ERIE COUNTY TAX INCENTIVE REVIEW COUNCIL RELATING TO ENTERPRISE ZONE AGREEMENTS AND COMMUNITY REINVESTMENT AREA AGREEMENTS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That this Council hereby accepts the report and recommendations of the Erie County Tax Incentive Review Council as set forth in Exhibit "A" on file in the office of the Clerk of Council and made a part hereof as fully as if the same were set forth in its entirety herein.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3. This Resolution shall take effect and be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

RICHARD H. JEFFREY

ERIE COUNTY AUDITOR

247 Columbus Avenue, Suite Sandusky, Ohio 44870-2635

(419) 627-7746 ecao@eriecounty.oh.gov

March 14, 2022

Huron City Council
City of Huron, Ohio
417 Main Street
Huron, Ohio 44839

Re: Recommendations of the Tax Incentive Review Council to Huron City Council.

The City of Huron's Tax Incentive Review Council (TIRC) met on March 1, 2022 to review the city's Tax Increment Financing Agreement and Community Reinvestment Area abatements that are currently in effect.

This annual review is required by Ohio Revised Code Section 5709.85 (C)(1) with the TIRC required by law to make recommendations to City Council concerning the disposition of agreements in effect for the prior year. Reviews conducted in 2022 judge performance for the prior year and therefore recommendations regarding these agreements apply to the calendar year ending December 31, 2021.

Under Section 5709.85(E)(F) of the Ohio Revised Code, City Council must hold a meeting within sixty days of receipt of the TIRC's recommendations and may vote to accept, reject or modify all or any portion of these recommendations.

After City Council acts and approves appropriate legislation regarding the TIRC recommendations, the City's recommendations and legislation must be forwarded to the Erie County Commissioners for their consideration and appropriate legislation.

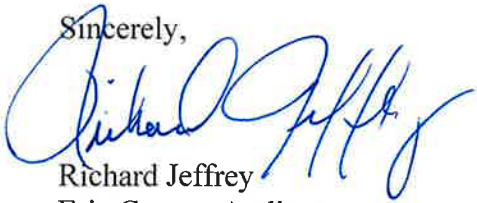
Draft minutes of the TIRC meeting are attached for your review. The following projects with active tax incentives within the City of Huron were recommended to be **continued**:

- 1. HURON PODIATRY/ANGTIN, LLC CRA (DR. LESNAK)**
- 2. HUMANETICS INNOVATIVE SOLUTIONS, INC (DENTON) CRA**
- 3. YELLOW DOG LTD. (DBA STRIDE MOBILITY) CRA**

4. ALDRIDGE BOUTIQUE LLC (DBA MOCO BOUTIQUE) CRA
5. n2y (NEWS TO YOU / DJ CLARK, LLC) CRA
6. BRECKENRIDGE/CENTRAL OHIO PAPER AND PACKAGING, INC. CRA
7. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Boat Storage)
8. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Showroom)
9. CLDH PROPERTIES, LTD/LABEL AIDE, INC. CRA
10. RYE BEACH TIF

Please feel free to contact the undersigned with any questions regarding these recommendations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Jeffrey", is written over the printed name.

Richard Jeffrey
Erie County Auditor
Chairman of the Tax Incentive Review Council

Attachment: Draft Minutes of the 3/1/2022 TIRC meeting

CC: Matt Lasko, Huron City Manager
Tim King, Erie County Enterprise Zone Manager

**CITY OF HURON, OHIO
TAX INCENTIVE REVIEW COUNCIL
MINUTES OF THE MARCH 1, 2022 MEETING**

The Tax Incentive Review Council for the City of Huron, Ohio met on Wednesday, March 1, 2022 in the 3rd floor Commission Chambers, 2900 Columbus Avenue, Sandusky Ohio. The following Council members were in attendance:

- Rick Jeffrey, Auditor, Erie County (Chair)
- Hank Solowiej, Administrator, Erie County
- Matt Lasko, City Manager, City of Huron
- Tim Coffman, Treasurer, EHOVE
- Tim King, Director, Erie County Regional Planning

Also in attendance were:

- Tim Schwanger & Sharon Johnson, members of the General Public
- John Rogers & Toni Fritz, Erie County Auditor's Office
- Nico Samaniego & Abbey Bemis, ECEDC
- Zach Rospert, Erie County Regional Planning

Chairman R. Jeffrey called the meeting to order at 1:05 P.M. with the following items reported on or discussed:

1. MINUTES OF THE MARCH 10, 2021 MEETING:

The minutes of the March 10, 2021 meeting were reviewed. On a motion by H. Solowiej, and second by M. Lasko, the minutes were unanimously approved as presented.

2. APPOINTMENT OF A VICE-CHAIRMAN:

R. Jeffrey requested the appointment of a Vice-Chairman. T. King made a motion to appoint Hank Solowiej as Vice-Chairman. M. Lasko seconded the motion, which was unanimously approved.

COMMUNITY REINVESTMENT AREAS

3. ANGTIN, LLC/HURON PODIATRY (In CRA #1):

Z. Rospert informed the Council that this 15-year, 100% abatement, with a 25% gift back to the Huron Local Schools will run from 2015 – 2029. The agreement called to create two new jobs in the first 36 months. The office space they had available was leased in 2021, resulting in the creation of 7 jobs.

H. Solowiej made a motion to continue the abatement. M. Lasko seconded the motion. In discussion, T. Coffman asked if the 25% payment was only to Huron Schools, and not EHOVE. Z. Rospert indicated the agreement only included compensation agreement language with Huron City Schools. With no further discussion, the motion to continue the abatement was unanimously approved.

4. HUMANETICS INNOVATIVE SOLUTIONS, INC (DENTON) (In CRA #1):

Z. Rospert informed the Council that this is an active 15-year, 100% abatement with a 25% gift back to Huron Local Schools which will run from 2010 - 2024. Z. Rospert noted that the 107 jobs held on 12/31/21 exceeded the goal of 80

H. Solowiej made the motion to continue the Humanetics/Denton CRA abatement as currently constituted. T. King seconded the motion, which was unanimously approved.

5. YELLOW DOG LTD. (DBA STRIDE MOBILITY) (IN CRA 1)

Z. Rospert informed the Council of this new CRA approved in 2020. The terms call for a 75% abatement in years 1-5, 50% in years 6-10, and 25% in years 11-15. Z. Rospert indicated construction is now complete, however, the value will not hit the books until 2022. As such, only the construction wages of \$659,000 is required to be reported. M. Lasko made the motion to continue the Yellow Dog LTD abatement. H. Solowiej seconded the motion, which was unanimously approved.

6. ALDRIDGE BOUTIQUE LLC (DBA MOCO BOUTIQUE) (IN CRA 1)

Z. Rospert informed the Council of this new CRA approved in 2020. The terms call for a 75% abatement in years 1-5, 50% in years 6-10, and 25% in years 11-15. Z. Rospert indicated construction has not begun on the building, but \$50,000 of demolition and removal of the diesel tanks did occur in 2021. M. Lasko made the motion to continue the Aldridge Boutique abatement. T. King seconded the motion, which was unanimously approved.

7. NEWS TO YOU/N2Y, LLC/DJ CLARK LLC (IN CRA 1)

Z. Rospert informed the Council that this 15 year, 100% abatement with 25% gift back to the schools began in 2015, and will run through 2029. As of 12/31/21 they had 178 employees, which exceeds their goal of 31.

T. King made a motion to continue the DJ Clark/N2Y abatement. M. Lasko seconded the motion, which was unanimously approved.

8. ARDAGH METAL BEVERAGE USA INC. (IN CRA 1)

Z. Rospert informed the council that this 15 year, 100% abatement where both Huron City School and EHOVE will be made whole in connection with the exemption granted, was approved in 2022. As such, no approval is needed this year.

9. BRECKENRIDGE/CENTRAL OHIO PAPER AND PACKAGING, INC. (IN CRA 1)

Z. Rospert informed the Council that this 15 year, 100% abatement with 25% gift back to the schools will run from 2015 until 2029. As of 12/31/21 they had 24 employees, which is short of their goal of 28, but turned 2 temporary jobs from 2020 into permanent jobs.

M. Lasko made a motion to continue the Breckenridge/Central Ohio Paper and Packaging abatement. T. King seconded the motion, which was unanimously approved.

10. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC- BOAT STORAGE (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% with 25% gift back will run from 2016 until 2030. The agreement called for the creation of five jobs. As of 12/31/21 they have created 13 new jobs.

H. Solowiej made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Boat Storage abatement. M. Lasko seconded the motion, which was unanimously approved.

11. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC - SHOWROOM (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% with 25% gift back to the schools was approved in 2017. The agreement called for the creation of 3 jobs within the first 3 years. As of 12/31/21 they have created 8 jobs, with a payroll of \$430,653 for said employees.

T. King made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Showroom abatement. H. Solowiej seconded the motion, which was unanimously approved.

12. CLDH PROPERTIES, LTD/LABEL AIDE, INC

Z. Rospert informed the Council that this 15 year, 100% with 50% gift back to the schools was agreed on in July 2016. The company committed to create 8 jobs over the first 3 years. As of 12/31/21 they have created 5, but indicated 3 additional employees will be starting in a few weeks.

M. Lasko made a motion to continue the CLDH Properties, LTD/Label Aide, Inc. abatement. T. King seconded the motion, which was unanimously approved.

TAX INCREMENT FINANCING AREA

13. Rye Beach TIF

M. Lasko indicated the Rye Beach TIF originally approved in 2011 or 2012 was not sent to the state at that time. It was sent and approved in late 2021. This is a Non-School TIF, and collections will begin in 2022.

M. Lasko further explained that, since this is a parcel TIF, each new development will contribute to the TIF for 30 years.

M. Lasko made a motion to continue the Rye Beach TIF. T. King seconded the motion, which was unanimously approved.

14. ConAgra & Sawmill TIF

M. Lasko indicated they are working on finalizing the ConAgra & Sawmill TIF's, with compensation agreements to both Huron City Schools & EHOVE. No action needed at this time.

15. ADJOURNMENT:

With no further business to conduct, on a motion by T. King and second by H. Solowiej, all voted in favor of adjournment at 1:20 PM.

zjr 03/10/22



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 31-2022
DATE: March 22, 2022

Subject Matter/Background

This resolution authorizes an acknowledgement of a renewal with GovDeals, Inc. as the City's internet auction provider used to dispose of items no longer deemed necessary for use by the City. This resolution simply identifies the internet auction contractor to be utilized when the City wishes to dispose of property via internet auction; the City can dispose of property by other means as desired.

Financial Review

The matter has been reviewed; there is no financial impact associated with the City's agreement with GovDeals, Inc. as all costs/fees are deducted from the final sale price of the items sold.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution 31-2022 is in order.

[Resolution No. 31-2022 GovDeals.doc](#)

RESOLUTION NO. 31-2022

Introduced by Matt Grieves

AN ANNUAL RESOLUTION EXPRESSING COUNCIL'S INTENT TO SELL PERSONAL PROPERTY DEEMED TO BE NO LONGER NEEDED FOR PUBLIC USE OR FOUND OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION UTILIZING GOVDEALS, INC.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Sections 5.05 and 5.06 of the Huron City Charter establish the authority of the City Council to enter into contracts for the purchase of all supplies, printing, materials, equipment and contractual services required by any agency of the City; and that Chapter 159 of the Huron Codified Ordinances establishes the Division of Purchasing.

SECTION 2. That pursuant to O. R.C. § 721.15 Council hereby demonstrates it's intent to utilize internet auction for the disposal of personal property no longer needed for public use, or deemed obsolete or unfit for the purpose in which it was acquired in the manner established by the agreement with GovDeals, Inc., adopted May, 18, 2010 by Resolution 2010-33 and which automatically renews annually.

SECTION 3. That the City Council, pursuant to O.R.C. §721.15(C) not only intends to annually adopt the intent to sell such personal property but also will publish in a newspaper of general circulation in the City, subsequent to the adoption of this resolution, a summary notice of this Resolution for two [2] weeks, the second notice to be published not less than ten [10] nor more than twenty [20] days after the first notice. Further, the City will post a notice in the offices of the Clerk of the Council and the City of Huron website continually throughout the year.

SECTION 4. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 5. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 32-2022
DATE: March 22, 2022

Subject Matter/Background

This resolution will approve execution of an MOA with Erie Soil and Water to continue our MS4 program with the County. This is an annual agreement setting forth responsibilities for the maintenance, management and reporting of all stormwater-related activities.

Because the City is covered under Erie County's National Pollutant Discharge Elimination System (NPDES) Small MS4 Program, a cooperative yearly work program is established and executed accordingly as set forth in the agreement. Notable work includes the establishment of online GIS layers for real-time mapping capabilities, ongoing stormwater ordinance updates, and the City's inclusion in Erie County's Stormwater Management Plan (SWMP).

Council authorized 2020's resolution (Resolution 2020-30) for \$31,250 and 2021's resolution (Resolution No. 15-2021) for \$31,184 to the program started and continue with GIS Mapping work. The 2022 MOA annual cost is \$16,800, which reflects a savings of nearly 50% over last year, primarily due to more expensive tasks being completed in the last two years.

Financial Review

The annual cost of \$15,800 will be supported by the Storm Water Fund (Fund 605). As expected, the cost of the annual contract was cut in half after two years at approximately \$32,000 per year. The Storm Water Fund has sufficient fund balance to support this agreement at the current rate going forward. However, other projects recommended from Erie Soil and Water will need to be considered during the annual budget process through general capital funds.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution No. 32-2022 is in order.

[Resolution No. 32-2022 ERIE SOIL & WATER.doc](#)

[Resolution No. 32-2022 Exhibit A Erie Soil and Water.pdf](#)

RESOLUTION NO. 32-2022

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE ERIE SOIL & WATER CONSERVATION DISTRICT FOR DEVELOPMENT OF A STORM WATER MANAGEMENT PLAN AND THE NPDES SMALL MS4 PERMIT APPLICATION TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF SIXTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$16,800.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into a memorandum of agreement with the Erie Soil & Water Conservation District for development of a Storm Water Management Plan and the NPDES Small MS5 Permit Application to the Ohio Environmental Protection Agency in the amount of Sixteen Thousand Eight Hundred and 00/100 Dollars (\$16,800.00), which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

SECTION 3. That this Resolution shall be in full force and effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Memorandum of Agreement
between
The Erie Soil & Water Conservation District
and
City of Huron, Ohio

Upon this _____ day of _____, 2022 this Memorandum of Agreement (Agreement) was entered into by and between the Erie Soil & Water Conservation District (District), and the City of Huron (City), Erie County.

Mandated by Congress under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of storm water discharges that adversely affect the quality of our nation's waters. The Program uses the NPDES permitting mechanism to require the implementation of six minimum controls designed to prevent harmful pollutants from being washed by storm water runoff into local water bodies. The Phase II Final Rule, published in the Federal Register on December 8, 1999, requires NPDES permit coverage for storm water discharges from certain regulated small municipal separate storm sewer systems (MS4s).

According to 40 CFR 122.26(b)(8), "municipal separate storm sewer means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law)...including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States.
- (ii) Designed or used for collecting or conveying stormwater;
- (iii) which is not a combined sewer; and
- (iv) which is not part of a Publicly Owned Treatment Works (POTW)"

The City has identified the District as the lead agency for the Erie County NPDES Small MS4 Program. Other Erie County municipalities and townships have joined the Erie County NPDES Small MS4 Program as co-permittees. Recognizing the need for a close working relationship in carrying out the responsibilities of the NPDES Small MS4 Program for which each is charged, the City and the District enter into this Memorandum of Agreement as the foundation for a cooperative relationship. Such cooperation allows for joint effort in the solution of problems relating to storm water management, land use planning, and the development of the soil and water resources within the urbanized areas of Erie County.

The District agrees to:

1. Employ District staff qualified to guide the City in implementation of the NPDES Small MS4 Program, including assistance to select and implement minimum control measures to ensure compliance with Ohio EPA's Small MS4 permit requirements
2. Implement an annual ***Scope of Work*** in cooperation with City staff (See Exhibit A)
3. Provide technical expertise and guidance to City for development of Storm Water Management Plan (SWMP) and the NPDES Small MS4 permit application to the Ohio Environmental Protection Agency (EPA) in compliance with EPA regulations and deadlines
4. Collect data and reports from the City on the progress of the Small MS4 Program, compile this information, and write and submit the NPDES MS4 Annual Report to Ohio EPA in compliance with applicable regulations and deadlines
5. Provide informational resources and technical assistance as requested to assist in satisfying the SWMP requirements and to guide proper land use decisions
6. Keep City informed of updates to NPDES Small MS4 permit rules and regulations
7. Contract with the Erie County General Health District to conduct dry-weather screening of MS4 outfalls located within the City

The City agrees to:

1. Appoint a minimum of one (1) representative and one (1) alternate to serve on the Erie County Stormwater Committee, which will guide the Erie County NPDES Small MS4 Program
2. Provide input with developing and implementing programs that satisfy the NPDES Small MS4 permit such as public involvement or storm water educational campaigns
3. Follow up (enforcement actions in section 1315.99) on private construction site Storm Water Pollution Prevention Plan (SWPPP) compliance issues documented by the District within 30 days of original notice of violation, and take the necessary actions to bring the site into compliance, i.e. stop work orders and/or the issuance of fines
4. Follow up within 30 days any potential illicit discharges identified by the Erie County Health Department during dry-weather screening of MS4 outfalls and take necessary enforcement actions to abate any confirmed illicit discharges (chapter 921.09)
5. Ensure appropriate MS4 staff are trained by the District on Good Housekeeping/Pollution Prevention measures at city-owned facilities
6. Conduct quarterly dry and wet-weather inspections and annual comprehensive inspections, complete the appropriate reports within GIS, and make necessary changes identified during these inspections to comply with Ohio EPA's Industrial Storm Water General Permit requirements (District will initially train staff to do these inspections)
7. Develop and enforce illicit discharge ordinances to prohibit illicit discharges
8. Provide the District with data, reports and other collected information to be used for the NPDES Small MS4 Annual Report
9. Provide an appropriation in the (not-to-exceed) amount of \$16,800.00 by March 31, 2022 to the Erie Soil & Water Conservation District

10. Utilize best efforts to observe the principles of sound soil and water conservation, giving considerations to the need for storm water quantity and quality, erosion and sediment control measures, and natural resource protection, and compliance with NPDES permit requirements
11. Recognize the District has no regulatory authority to enforce NPDES rules and regulations

It is mutually agreed:

1. The District and the City shall meet in November, 2022 to review and, where possible, coordinate their individual progress and activities in regards to Exhibit A
2. The Erie County Commissioners will be the holder of the NPDES Small MS4 permit, but the City will be responsible for meeting the requirements of the NPDES Small MS4 Permit as it pertains to its operation
3. The District prohibits discrimination in programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status
4. This agreement expires January 31, 2023
5. The Erie County Stormwater Committee shall meet quarterly or more often if deemed necessary by the majority of committee members

In witness whereof, this Agreement is executed and agreed to on the day, month, and year written above.

Erie Soil & Water Conservation District

City of Huron

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Scope of Work for City of Huron, Year 2022

Exhibit A

1	Storm Water Management Plan Updates (SWMP)	
		Meet with appropriate departments and City to staff to collect data and information to be used in updating the City's SWMP to be submitted with Annual Report in April 2022
		Propose revisions to include the City in the Erie County SWMP in accordance with the measures defined in the latest version of the Small MS4 General Permit
		Submit SWMP within the allotted timeframe required by Ohio EPA upon coverage under NPDES Small MS4 General Permit
2	Stormwater Program Technical Assistance	
		Provide ongoing stormwater program technical assistance
		Prepare and attend Huron City Council Meetings to present updates to SW Program (on an as needed basis, but no fewer than at least 1 Presentation/Meeting per year)
		Coordinate and hold Erie County Stormwater Committee Meetings quarterly (once Covid-19 restrictions are lifted)
3	Annual Reporting	
		Collect data and reportable information required for the Small MS4 General Permit Annual Report (January, 2022)
		Prepare and submit the MS4 Annual Report to Ohio EPA by April 1st each year
4	NPDES Small MS4 Annual Discharge Fee	
		Submit payment to Ohio EPA for Annual Discharge Fee
5	Public Education (MCM 1)	
		Provide the City with SW educational materials to reach 10% of the population each year to meet the 50% minimum within the 5 year permit term
6	Public Involvement (MCM 2)	
		Assist the City with planning and hosting 1 public involvement activity each year to meet the minimum permit requirements (rain barrel workshops, storm drain stenciling, storm water committee, maintenance of SW infrastructure, etc.) Will occur if and when Covid-19 restrictions are lifted.

7	Illicit Discharge Detection and Elimination (MCM 3)	
		Contract with Erie County Health Department to continue the dry weather screening of all outfalls yearly
		Contract with Erie County Health Department to sample any sewage related discharges found during yearly screening
		Create GIS layer of all off-lot discharging HSTS's
		Assist the City in developing a stand-alone IDDE Plan
		Assist the City with updating Codified Ordinances that pertain to Illicit Discharges including illegal dumping of oils or chemicals
		Continue to work with and train Street Department staff on mapping storm system in Arc GIS
8	Active Construction SWPPP (MCM 4)	
		Review all SWPPP plans submitted to the City; provide the City with comments (Utilize the City's existing payment structure; charged to developer)
		Provide inspections on all active construction sites until sites have reached the EPA required 70% stabilization (keep with City's existing payment structure; charged to developer)
		Keep records of all inspections for projects on file for EPA audits
		Assist the City with updating ordinances that pertain to SWPPP to ensure compliance with the latest version of the Construction General Permit
		Host Clean Water Contractor Expo for local contractors annually
9	Post Construction Storm Water Management (MCM 5)	
		Update the GIS layer of all private & public SW systems
		Inspect all private & public SW systems installed to satisfy the water quality standards under EPA's General Construction Permit
		Provide the City with SW system inspection reports to send to system owners and assist with enforcement actions, if needed
		Assist in developing and collecting maintenance agreements for any new SW systems installed; keep record of all agreements
10	Good Housekeeping & Pollution Prevention for Municipal Facilities (MCM 6)	
		Update site specific SWPPP plans developed for the Service Complex, annually
		Continue to work with designated City Staff to complete quarterly wet and dry facility inspections, and annual inspections at the Services Complex

	Meet with designated staff as requested to ensure adequate collection of reportable information for EPA's MS4 Annual Report is being documented (MS4 maintenance, salt and brine usage, leaf collection, street sweeping, oil recycling, etc.)
	Develop and host MS4 staff training on MCM 6 requirements; training will be for Streets Department, Water Distribution, and Parks Department employees

<i>Program Budget</i>	
Task Number	Amount
1	<i>\$2,000</i>
2	<i>\$3,500</i>
3	<i>\$1,000</i>
4	
5	<i>\$1,500</i>
6	<i>\$2,000</i>
7	<i>\$1,500</i>
8	<i>\$1,000</i>
9	<i>\$2,500</i>
10	<i>\$1,800</i>
Total	<i>\$16,800</i>



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 33-2022
DATE: March 22, 2022

Subject Matter/Background

Staff is looking into applying for a Destination Development Grant administered through Shores and Islands Ohio. The grant is to aid in developing activities/projects that will drive tourism and generate economic growth throughout Erie County. Grant requests up to \$25,000 will be considered, and the City intends to apply for the entire amount relating to the Fish Cleaning Facility Project. If awarded, the funds will be used to supplement that project.

Financial Review

The City is requesting the maximum grant amount from Shores and Islands, which is \$25,000, to help offset the City's General Fund portion of the project.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution 33-2022 in in order.

[Resolution No. 33-2022 Shores & Islands Grant.doc](#)

[Resolution No. 33-2022 Exhibit A.pdf](#)

RESOLUTION NO. 33-2022

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO SHORES & ISLANDS OHIO - ERIE COUNTY VISITORS & CONVENTION BUREAU, INC. DESTINATION DEVELOPMENT GRANT RELATING TO THE HURON FISH CLEANING FACILITY PROJECT; AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AND ENTER INTO AN AGREEMENT WITH SHORES & ISLANDS OHIO - ERIE COUNTY VISITORS & CONVENTION BUREAU, INC. UPON AWARD.

WHEREAS, the City of Huron desires to seek grant funding from Shores & Islands Ohio Erie County Visitors & Convention Bureau, Inc. (“Shores & Islands Ohio”) Destination Development Grant to partially subsidize the Huron Fish Cleaning Facility Project (the “Project”); and

WHEREAS, the Project meets basic eligibility requirements for project funding as it will attract and engage visitors, serve and educate regional tourism partners, and generate economic growth for the community through travel and tourism development; and

WHEREAS, Shores & Islands Ohio has capped funding requests at \$25,000.00, which is the amount requested by the City of Huron; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from Shores & Islands Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON AS FOLLOWS:

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager to submit a grant application through Shores & Islands Ohio Erie County Visitors & Convention Bureau, Inc. Destination Development Grant to become eligible for potential funding assistance toward the Huron Fish Cleaning Facility Project. A copy of the grant application materials is attached hereto as Exhibit “A”.

SECTION 2. That the City Manager is further authorized to sign any necessary documents related to said grant application, and has the authority both in applying and if the grant is awarded to sign off on any additional requirements.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code

SECTION 4. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

SHORES&ISLANDS^{OHIO}

Erie County Visitors & Convention Bureau, Inc.

Destination Development Grant

Purpose

The Destination Development Grant Program has been created to assist organizations and businesses in Shores & Islands Ohio- East (Erie County) in developing activities/projects that will attract and engage visitors, serve and educate regional tourism partners, and generate economic growth for the community through travel and tourism development.

Goal

The goals of the Destination Development Grant Program include:

- Developing and enhancing destination-based assets that reflect Shores & Islands Ohio's (S&IO) mission and strategic plan, and help attract visitors, talent, and increased visitor spending to the region.
- Support tourism industry and community collaboration.
- Maximize the economic return on public and private investments for travel and tourism destinations in Erie County.
- Enhance the quality of life for residents as a result of the elevated destination assets.

Applicant Eligibility

Applications must be signed by an official authorized to legally bind the applicant to perform the project. The lead applicant is responsible for meeting all grant requirements. Eligible organizations include, but are not limited to, local governments, for-profit enterprises, and non-profit organizations.

***If a for-profit enterprise is the lead or a partner applicant, the project must reflect an economic benefit for the city, township, or county at large.*

Activity & Project Eligibility

Projects should target the development of quality-of-place amenities, attractions, and facilities that enhance the visitor experience and foster connectivity within the specific destination or geographic area. They should align with Shores & Islands Ohio's mission and strategic plan and increase the likelihood of visitation from outside the area. Partnerships that bring together local and regional organizations, economic development and/or government organizations and tourism-related businesses will be looked upon favorably.

The grant program seeks big, transformative ideas. Preference will be given to large-scale projects that enhance communities with visitor attraction efforts. Proposals are expected to detail transformational projects that strengthen the applicant's destination profile.

Examples of activities/projects that are **eligible** for grant funding include but are not limited to:

- New tourism product development that adds to the tourism inventory
- Revitalization/restoration (business sign, façade or other aesthetic improvements, etc.)
- Way-finding signage programs (S&IO must be part of design process)
- Research, feasibility, financial analysis, and marketing studies dedicated to improving and developing tourism specific attractions.
- Development and presentation of hospitality, quality service, and/or other training programs intended to provide a competitive workforce for the tourism industry.
- Expenses related to developing and promoting new initiatives and/or new products that enhance the destination
- Projects that elevate the visitor/guest/resident experience within the destination

Examples of expenses that are **ineligible** for grant funding include but are not limited to:

- Mortgage, rent, lease, personnel, or utility costs
- Purchase of items the State the Ohio prohibits public dollars be used for
- Contingency funding or debt refinancing
- Projects that do not have a regional impact, either directly or indirectly
- Projects receiving funds through the Erie County Capital Improvements Grant

Limits & Awards

- In general, grant requests up to \$25,000 will be considered. Larger requests will be considered for multi-year projects.
- Maximum grant monies available are dependent upon budget restrictions and collective number of applicants received.
- The program is not designed to cover the entire cost of a project. Nor is it designed to be the determining factor on whether a project is done. The applicant must secure at least 50% of the project expenditures from other sources.
- Projects must be initiated in the year applied for and completed within two years of receiving an award. Contingent for multi-year projects.

Grant Application Requirements

For consideration, grant applications must provide the following in a written proposal:

- 1) A detailed line-item budget showing overall project scope and sources and uses for all funding associated with the project, and identifying status of funding (e.g., secured, contingent, applied for, etc.).
- 2) Authorized signatures from the applicant's Board Chair and Executive Director/CEO approving all matching funds are on hand and documentation of commitment from all organizations supplying matching funds.
- 3) A project timeline.
- 4) Project photograph(s) and/or rendering(s), if applicable.
- 5) Competitive vendor quotes, if applicable.
- 6) If a project application contains multiple destination or community partners, letters of support from each partner committing to the project.
- 7) A demonstration that the project complements and is consistent with existing local tourism development, talent attraction efforts, and marketing initiatives.
- 8) Quantitative demonstration of benefits from the project, which may include economic impact projections or other data demonstrating a benefit to the local economy.
- 9) Qualitative demonstration of benefits from the project. For example, an explanation of how this project will enhance the visitor experience as well as quality of life for residents.
- 10) Marketing and sustainability plans that explain how the asset will be promoted and maintained into the future.

*****Applications that do not submit all of the requirements will not be scored*****

Considerations

- The inclusion of endorsement letters with the application is strongly encouraged. Endorsement letters may be from, but not limited to, community leaders, industry partners, or peers and other organizations involved in or affected by the project.
- Grant awards are limited to one per organization per grant cycle
- Applicants cannot transfer funds from one specific grant project to a different project.
- Any deviation from the grant application must be submitted in writing to Shores & Islands Ohio and be approved.
- S&IO must be notified in writing as soon as possible if the applicant does not plan to use the awarded funds.
- The recipient of the grant is responsible for any and all liability issues evolving from the activities of this project. Proof of liability insurance coverage and a rider provision may be requested prior to fund disbursement.

Application Proposal Submission – Round 1

Application Proposals due by **5:00 p.m. on March 31, 2022**, PREFERABLY by email to: Amanda@shoresandislands.com or mailed to: Shores & Islands Ohio at 125 E. Water St., Sandusky, OH 44870 Attn: Amanda Smith Rasnick. Proposals must arrive by the deadline.

Timeline

EVENT	DATE
Call for Application Proposals	February 1, 2022
Grant Process Educational Webinar	February 8, 2022 at 9am & 2pm
Applications Proposals Due	March 31, 2022 before 5pm
Notification of Finalists	April 15, 2022
Finalist Meetings	April 20—27, 2022
Grant Awards Notification	May 2, 2022

Acknowledgement Requirements

Applicants receiving grant funds will be issued a Memorandum of Understanding that must be signed and returned to receive funding. Shores & Islands Ohio will be identified as a grantor in any press releases, media outreach, or any other recognition of project funders. Additional requirements will be discussed with award recipients.

Reporting

- **Quarterly Project Status Report**
A quarterly project status report must be submitted to Shores & Islands Ohio in the requested format. Details and report due dates will be given to award recipients.
- **Project Completion Report**
At the conclusion of the project, a report summarizing the deliverables and accomplishments must be submitted to Shores & Islands Ohio along with proof of completion (e.g., pictures, marketing materials, copies of invoices for related expenses). Details and report due date will be given to award recipients.

Please direct any questions regarding the grant or the process to Shores & Islands Ohio Destination Development Director, Amanda Smith Rasnick at Amanda@shoresandislands.com or 419-625-2175



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 34-2022
DATE: March 22, 2022

Subject Matter/Background

Resolution 34-2022 would grant approval for a License Agreement with Lake Erie Shores and Islands and D & M Painting Corp. to repaint the Rye Beach Road water tower to reflect the new logo of Shores & Islands Ohio. In addition to changing the branding on the tower, the upper red portions of the tower will be repainted. The blue lower portion of the tower will not be repainted. Shores & Islands Ohio will be providing all funds for this project.

Financial Review

No financial impact to the City as Shores and Islands will contribute 100% to the project.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in approval, a motion adopting Resolution 34-2022 is in order.

[Resolution No. 34-2022 Water Tower License Agreement.doc](#)

[Resolution No. 34-2022 Exhibit A.pdf](#)

[Shores Islands Proof2-03-18-2022.jpg](#)

RESOLUTION NO. 34-2022

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH LAKE ERIE SHORES AND ISLANDS AND D & M PAINTING CORP. RELATING TO REPAINTING THE WATER TOWER LOCATED ON ERIE COUNTY, OHIO PERMANENT PARCEL NUMBER 42-64043.000.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with Lake Erie Shores and Islands, an Ohio nonprofit corporation, and D & M Painting Corp., a Pennsylvania corporation, relating to repainting the water tower located along Ohio State Route 2, near the Rye Beach Road exit, on Erie County, Ohio Permanent Parcel Number 42-64043.000, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") made and entered into by and among **THE CITY OF HURON, OHIO**, an Ohio municipal corporation ("City"), **LAKE ERIE SHORES AND ISLANDS**, an Ohio nonprofit corporation ("Shores"), and **D & M PAINTING CORP.**, a Pennsylvania corporation ("D&M") (with Shores and D&M being collectively referred to herein as "Licensee") (with City and Licensee being individually referred to as "Party" and collectively referred to herein as "Parties"), is to **EVIDENCE THAT:**

WHEREAS, Shores has offered to pay D&M to repaint the exterior of the water tower located along Ohio State Route 2, near the Rye Beach Road exit, located on Erie County Permanent Parcel Number 42-64043.000, which is owned by the City (the "Water Tower");

WHEREAS, D&M has submitted a quote to Shores for painting the exterior of the Water Tower;

WHEREAS, the City has accepted Shores' offer to pay for the repainting of the Water Tower, and has accepted that D&M will perform such repainting at the direction of Shores; and

WHEREAS, the Parties desire to enter into this Agreement to allow access to the property housing the Water Tower and the aforesaid repainting of the Water Tower under this Agreement's terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged, the Parties hereto agree as follows:

1. The City hereby grants a revocable license to Licensee ("License") to use the City-owned property housing the Water Tower for the sole purpose of repainting the Water Tower as further described on Licensee's proposal (attached hereto and made a part hereof as Exhibit A), which License shall last until the earlier of Licensee completing the painting the Water Tower or until the License is revoked by the City, if at all. Shores shall be permitted to place its logo on the Water Tower, which logo and related design shall be approved by the City in writing and in advance, and which City-approved logo and design shall be incorporated into Licensee's proposal attached as Exhibit A. Shore's acknowledges and agrees that Shore's logo may remain affixed to the Water Tower unless and until such time as the City determines that the Water Tower is in need of recoating.
2. Unless revoked by the City prior to same, the License is valid until Licensee completes painting the Water Tower, at which time this Agreement shall automatically terminate.
3. The Parties agree that there is no additional fee to be paid to the City for the License granted by this Agreement.
4. Licensee, and their respective employees, contractors, and agents shall at all times during the pendency of this Agreement comply with all applicable laws and regulations, including but not

limited to Huron Codified Ordinances and the Ohio Revised Code, and shall secure in advance of painting the Water Tower any necessary permits and authorizations for local or state agencies.

5. The City shall have the unilateral and voluntary right and option to revoke, terminate or modify this Agreement: (i) in the event of non-compliance with this Agreement by Licensee; (ii) in the event the City determines that the safety and welfare of those working on the site or the general public is compromised based on site conditions and/or failure of Licensee to maintain a safe working environment as reasonably determined by the City; or (iii) the property being utilized by Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to revocation of the License, or whether the property is unavailable, shall be decided by the Huron City Administration and, save and excepting revocation based on Section 5(i) and 5(ii) (for which no prior notice shall be required of the City), notice of the meeting at which such termination based on Section 5(iii) is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

6. The City shall notify the Licensee as soon as practicable of any impending public works construction that might adversely affect the use of the property by the Licensee.

7. Notwithstanding any contrary provision of this Agreement, the City, in its sole and absolute discretion, shall further have the unilateral and voluntary right to revoke and/or terminate this Agreement, for any reason, upon written notice to Licensee. Similarly, Licensee shall have the right to terminate this Agreement, for any reason, upon written notice to the City.

8. Each party comprising Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, demands, expenses, fines, fees, judgments, penalties, loss, liability, or any suits or proceedings arising or claimed to arise directly or indirectly from Licensee's acts or omissions and use of City-owned property, or the use of same by Licensee's employees, contractors, subcontractors, and agents for the painting of the Water Tower as authorized by this Agreement, and each party comprising Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and death; One Million Dollars (\$1,000,000.00) for property damage, which policies shall name City as an additional named insured by endorsement and as loss payee. Each party comprising Licensee shall furnish City with a certificate of insurance evidencing that all required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the painting of the Water Tower, and a copy of the insurance certificate shall herein be attached and incorporated as Exhibit B. Such policy(ies) shall include a 30-day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of any City equipment by the Licensee, if any. The provisions of this Section 8 shall survive the termination of this Agreement regardless of reason.

9. Licensee agrees to leave the Water Tower property in the condition it was found prior to Licensee accessing the Water Tower property. Licensee understands that if the Water Tower property is not left in the manner it was presented, Licensee shall be charged for any damages or clean up.

10. Licensee agrees to comply with all federal, state, and local orders, instructions, policies, best practices, and similar guidance related to the COVID-19 global health pandemic. This necessarily includes all requirements pertaining to social distancing, masks, and anything else needed to ensure the public health. Licensee shall defend, indemnify and hold the City harmless from any claims, demands, suits, citations, or enforcement actions that in any way relate to COVID-19. The provisions of this Section 10 shall survive the termination of this Agreement regardless of reason.

11. The rights and authority conveyed through this Agreement shall not be assignable or transferrable by either party. This Agreement shall not be recognized as valid, unless otherwise specified herein, for any sublicense, sublease, subcontract, or any other legal or beneficial conveyance to another party regardless of whether said sublicense, sublease, subcontract or conveyance in exchange for compensation.

12. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements or understandings entertained prior to the date hereof. This Agreement shall only be amended in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties have set their hands to duplicate copies of this Agreement as of the dates set forth below.

D & M PAINTING CORP.

CITY OF HURON, OHIO

By: Stephanie Holland
Printed Name: Stephanie Holland
Title: General manager

By: _____
Matthew Lasko, City Manager

Date: 3-16-2022

Date: _____

"D&M"

"City"

LAKE ERIE SHORES AND ISLANDS

By: _____
Printed Name: _____
Title: _____

"Shores"

Approved as to Form:

Todd A. Schrader, Esq.
Law Director, City of Huron



D&M PAINTING CORP

Proposal

03/16/22

Proposal

Job# 2154 to 2154

Item/Cost Code	Material	Labor	Equipment	Subcontract	Other	Total
2154 202223 SHORES & ISLANDS	None					
	None		LOGO REPLACEMENT AND REPAINT TANK BOWL		72,240.00	72,240.00
Grand Totals:					72,240.00	72,240.00



D&MPAIN-01

TCAMPBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spodek Rupp Fiore 1824 Murray Ave Suite 202 Squirrel Hill, PA 15217	CONTACT NAME:		
	PHONE (A/C, No, Ext): (412) 521-8600	FAX (A/C, No): (412) 521-8755	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Penn National Insurance	14990	
INSURED D & M Painting Corp 1500 Amity Ridge Road Washington, PA 15301	INSURER B : Encova		
	INSURER C : Intact Insurance Group USA LLC (formerly One Beacon)	20621	
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

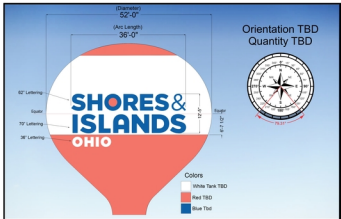
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CL90716214	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AU90716214	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UL90716214	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP7003825	1/1/2022	1/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			793005586-0005	1/1/2022	1/1/2023	Aggregate 5,000,000
A	Equipment Floater			CL90716214	1/1/2022	1/1/2023	leased/rented equipt 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
blanket additional insured applies with written contract for general liability. forms reference -on going operations per form 71 0741 11/16, and for completed operations per form 71 1145 11/16

CERTIFICATE HOLDER

CANCELLATION

City of Huron 500 Cleveland Road West 10 Waterworks Drive Huron, OH 44839	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Danny McKinney - Owner
11716 Maple Pkwy
Burlington, IA 52601
(319) 628-4178
(319) 794-1984
danny@lakesignco.com

Client: D&M Painting
Design: Huron, OH (Spherical Draft 2)
Designer: Danny McKinney
3/3/22

Date: _____

Signature: _____

☐ Approved ☐ Resubmit

Note:

After sign-off, the signaller must be notified of the location of the sign and the sign must be placed in the location of the sign. The sign must be placed in the location of the sign. The sign must be placed in the location of the sign.



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 35-2022
DATE: March 22, 2022

Subject Matter/Background

Although it appears as though the US is slowly emerging from the Covid-19 pandemic, food service operators that only have indoor seating and/or limited outdoor seating continue to seek additional open-air areas for their patrons. Resolution 35-2022 continues a program and parameters instituted over the last 2 years for the temporary installation of outdoor seating areas on private property and in the City's right-of-way in accordance with the guidelines attached to the resolution as Exhibit A. Participation would be subject to review and approval of an application and plan, and be in effect through October 31, 2022.

To ensure equal treatment for all food service operators, all rental payments for the lease of City-owned property for outdoor dining purposes will be waived through December 31, 2022.

Legal Review

The matter has been reviewed, follows normal administrative procedure and

Recommendation

If Council is in agreement, a motion adopting Resolution No. 35-2022 is in order.

[Resolution No. 35-2022.doc](#)

[Resolution No. 35-2022 Exhibit A Outdoor Dining.rtf](#)

RESOLUTION NO. 35-2022

Introduced by Matt Grieves

A RESOLUTION ESTABLISHING TEMPORARY OUTDOOR PATIO DINING AREAS, AND DECLARING AN EMERGENCY.

WHEREAS, during the current COVID-19 crisis, City of Huron dining establishments have endured the hardship of being temporarily closed, restrictions on indoor dining capacities, and other operational constraints; and

WHEREAS, to provide dining options that best suit the individual needs of patrons, the City desires to establish a temporary program permitting outdoor patio dining areas; and

WHEREAS, the administration has prepared guidelines for the establishment of temporary outdoor dining areas that offer streamlined flexibility to Huron restaurants, while also ensuring the safety of its patrons; and

WHEREAS, the administration acknowledges that one or more Huron restaurants have previously entered into lease agreement(s) with the City for the use of City-owned property for outdoor patio dining; and

WHEREAS, the City of Huron desires to waive any rental payments due to the City by lessees using City-owned property for outdoor dining activities through September ; and

WHEREAS, it is the desire of Council to establish criteria and to temporarily authorize outdoor patio dining areas.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the Outdoor Patio Dining Areas criteria, as set forth on the attached Exhibit A, are hereby incorporated as though re-written herein and, further, are hereby adopted as a policy in the City of Huron.

SECTION 2. That this Resolution is hereby declared an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the further reason that it will assist Huron restaurant owners who have endured financial hardship while being temporarily closed during the COVID-19 crisis; and further provided that it receives the affirmative vote of two-thirds of all members of Council, it shall take effect and be in force immediately upon passage and approval by the Mayor.

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 5. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Guidelines for Outdoor Patio Dining Activities

Effective: March 23, 2022

Due to federal, state, and local restrictions pertaining to the COVID-19 pandemic, food service operations that currently have only indoor seating, such as restaurants and bars, may desire to create outdoor dining areas. The City has developed the following guidelines which govern how outdoor dining areas may be used from the effective date of these guidelines until October 31, 2022.

- The operator must provide a drawing of the proposed area and seating, specifically indicating the area to be used for the outdoor patio dining area and any other proposed temporary fences, vehicular protections or other temporary improvements.
- The operator must provide written approval from the property owner for the proposed temporary outdoor patio dining area.
- Temporary patios shall only be permitted to operate during normal business hours.
- Music generated by a live band, DJ or other amplification device is not permitted on temporary patios within 200 feet of residential property between the hours of 9:00 pm and 7:30 am.
- The temporary improvements may not block any required means of egress, access to adjacent tenants or uses, or accessible path for the site or building.
- Parking areas may be used but suitable barricades or protections shall be provided to protect pedestrians and diners.
- Alcohol may only be served in accordance with County Health Department and State of Ohio Liquor Control rules, restrictions and requirements. The operator bears the responsibility to make itself familiar and comply with all applicable rules.
- New or additional lighting will require plan review and permits for installation.
- The operator shall ensure that the property is maintained free of trash and debris.
- The maintenance of any required social distancing or other operational requirements imposed by the State due to the COVID-19 epidemic is the responsibility of the operator.
- Operation of the outdoor patio dining area must be maintained in accordance with the approval of the City Administration.
- Rental payments for property owners using City-owned property for outdoor dining activities pursuant to a Lease Agreement currently in effect shall be waived through December 31, 2022. This waiver of rental payments shall only be granted if such property owner submits an acceptable Application for Outdoor Dining and pays the applicable application fee.



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 37-2022
DATE: March 22, 2022

Subject Matter/Background

Resolution No. 37-2022 will approve a proposal by OHM Advisors to provide planning services for the Main Street Corridor Project. The Main Street Corridor project covers the northern end of Main Street at the pier south to Bogart Road. OHM's proposal outlines scope of work as follows:

- provide conceptual design planning services for streetscape improvements to join the corridor in a cohesive vision;
- meetings with the City and community for information and input;
- prepare an inventory of existing land use and infrastructure along with technical analysis of same;
- outline options for improvement; and
- develop conceptual plans and illustrations, with a final study presented to the City; and
- conduct community outreach meetings with the City and OHM staff.

Financial Review

The City is utilizing ARPA funds to pay for this project, as discussed during budget meetings and Finance Committee meetings.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution 37-2022 is in order.

[Resolution No. 37-2022 OHM Main Street Design.doc](#)

[Resolution No. 37-2022 Exhibit A.pdf](#)

RESOLUTION NO. 37-2022

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE PROVISION OF COMMUNITY ENGAGEMENT, SURVEYING AND ENGINEERING DESIGN SERVICES RELATED TO THE MAIN STREET CORRIDOR PROJECT AT A COST NOT TO EXCEED FIFTY-SEVEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$57,300.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for the provision of community engagement, surveying and engineering design services relating to the Main Street Corridor Project at a cost not to exceed Fifty-Seven Thousand Three Hundred and 00/100 Dollars (\$57,300.00), which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



March 17, 2022

Mr. Matthew Lasko, City Manager
City of Huron
417 Main Street
Huron, OH 44839

RE: Main Street Corridor Plan – Planning Services
Proposal #22124

Dear Mr. Lasko:

Thank you for the opportunity to partner with the City of Huron (Huron, Client) in developing a plan for Main Street. Huron is a special place, both distinctly geared to the joys of being at the waterfront while also being a true year-round community. OHM Advisors (OHM, Consultant) is excited to help you expand opportunities while maintaining the characteristics that make Huron both a great hometown and place to visit.

This proposal represents our understanding of the project, work plan, schedule and cost of services.

Project Understanding

Main Street is the north-south corridor that links Huron together and establishes direct ties between downtown and the water. Main Street has different characteristics throughout the corridor that must be understood individually to create a successful whole. There are three general areas that contain distinct sets of opportunities and challenges, and the strategic approach proposed below considers each section separately, and also within the context of the whole. The three sections are:

- **Main Street south of US 6:** This portion of the corridor is typical of numerous smaller cities in the region. It is a rural residential corridor upon entering the city from the south. It is typified by larger-lot single family houses strung along the street with individual driveway access to each lot and a small paved or gravel berm on the street without sidewalks. Once Main Street merges with SR 13, the character initially stays similar, although with a continuous sidewalk along the east side of the street and local access roads to adjacent development between some houses. Nearing Forest Hills Drive, there are sidewalks on both sides of the street and a large church campus begins to indicate the change of uses that will be seen heading north, including commercial uses mixed with residential. This gives way to predominantly commercial uses north of Bogart Road, mostly developed in an auto-oriented style. North of the railroad, there is an even more uneven mix of industrial and auto-oriented commercial, with a scattering of historic pedestrian-scale buildings as well. This area also holds some larger potential redevelopment sites along the corridor.
- **Main Street north of US 6 to South Street:** This section of the corridor could be described as the “village center” portion. While there are still numerous commercial uses, the street is more pedestrian-scaled and focused around civic, institutional, and residential uses. This is the area where Main Street begins to interface with the waterfront, including the complementary restaurants and lodging, as well as a water’s edge park and amphitheater areas.



- **Main Street north of South Street:** This portion of the corridor provides the lakefront access, and most defines the destination character of Huron. For all of us who grew up in the area, this is an area that reminds us of summer days and autumn evenings, walking along the shoreline and enjoying the food and drink of lakeside patios with friends and family. Beyond the businesses that dot the southern portion of this area, Main Street quickly transitions to access for the naturalized areas of the fishing pier and the lighthouse.

While each of these areas has unique aspects, all can be joined by a cohesive vision, phased over time. Our proposed project approach outlines a process to gather the best ideas of the community and apply those to a plan that is both aspirational and practical.

Throughout the planning process, there will be staff and community engagement at a variety of levels. The following is a summary of the ways input will be gathered and the process used to organize the approach:

- **Working Group:** A core group of city staff will be engaged throughout the project. This working group will steer the overall progress of the plan, regularly attending progress meetings, reviewing key project findings and recommendations, and providing input and approval as work advances. We will convene with this group on a regular basis through online meetings to track project progress and prepare for public engagement sessions.
- **Steering Committee:** Key decision-makers from the community and city staff (approximately 10-12) will be regularly engaged at key milestones to provide guidance and feedback on the development of the plan. Members from throughout the corridor will provide the needed input regarding opportunities for each segment. To ensure ongoing interface with the Planning Commission, it is recommended that a member of that board be on the Steering Committee. This group will be engaged through in-person workshop style-meetings which will include engagement exercises aimed at soliciting targeted feedback, as well as presentations and review of corridor plan progress. Engagements may be conducted virtually or in an online/in-person hybrid manner depending on health circumstances at the time. This group will meet approximately monthly throughout the process.
- **Community Workshops:** This group is the community at large, including those who interact daily with the project area. Engagement of the greater community will focus on gathering input, communicating a vision, and building momentum and excitement regarding plan outcomes. Engagement activities will include two community engagement events (in-person, virtual or hybrid workshops, health conditions permitting), as well as related materials to outline the proposed concepts.
- **Web-Based Survey:** The consultant team will provide a web-based survey (and paper-based if requested). The survey will mirror the community workshop activities and include broader community context questions.



Work Plan

Task 1: Project Kick-Off (Months 1 & 2)

OHM will collaborate with staff to outline expectations for the process and set the stage for success through the following tasks:

- 1.1 **Working Group Meeting:** OHM Advisors and the working group will have a project kickoff meeting. The intent of this session is to familiarize the OHM Advisors team with key planning issues, develop a steering committee structure and invite members, finalize the project schedule, and set goals for the outcome of the project.
- 1.2 **Define Extents of the Study Area (By City Staff):** During this task, the client team will work with OHM to review and define the project boundaries. This is a particularly important step in this process, due to the three overall corridor segments as described in the Project Understanding. Careful consideration of the study area at the outset of the planning process will ensure all infrastructure, critical land use, and target development areas are included in the planning study.
- 1.3 **Assemble Data and Prepare Maps:** As part of this task, the planning team will collect and assemble data to create base maps of the study area. This step will utilize data provided by the city and Erie County. The data will be compiled and organized to create a series of maps using AutoCAD and GIS software. These maps will be used in later tasks.
- 1.4 **Review Current Plans and Policies:** OHM will review all relevant city-provided planning documents that directly impact corridor planning. This may include land use, community, and transportation plans, and existing zoning.
- 1.5 **Steering Committee Meeting #1:** OHM will begin the project by facilitating an initial meeting with the steering committee to review the project work plan and project schedule. This meeting will serve to make sure all the participants in the planning process understand the deliverables that will result from each task. The result of the discussion will be a set of project goals, project vision, and a potential list of stakeholders.

Meetings:

- Working Group Meeting
- Steering Committee Meeting #1

Deliverables:

- Meeting minutes
- Project basemap

Task 2: Existing Conditions and Opportunities Analysis (Months 2 & 3)

Existing conditions inventory and analysis will be necessary to establish a framework for future strategy and design. This includes the following tasks:

- 2.1 **Inventory of Existing Infrastructure:** OHM will inventory the existing right-of-way conditions to determine the general condition of the streetscape as it relates to identified plan goals. While not a full survey at this time, this task will use existing mapping data to outline overall right-of-way characteristics and inventory typical roadway sections throughout the corridor segments.



2.2 Inventory of Existing Land Use (By City Staff): The client team will assemble information regarding corridor-area land use to identify potential focus areas, for delivery to . This may include:

- Inventory of key commercial areas
- Inventory of vacant land
- Inventory of civic and institutional uses
- Inventory of government owned property
- Identification of potential redevelopment sites

2.3 Technical Analysis: Building on the outcomes of the previous tasks, OHM will conduct an analysis of the existing conditions in the study area and best practices research as relevant to the corridor plan. This will inform the upcoming strategy and scenario development of the plan.

2.4 Steering Committee Meeting #2: OHM the consultant team will meet with the steering committee to review the results of the contextual inventory, technical analysis, and market conditions analysis.

Meetings:

- Working Group Meeting
- Steering Committee Meeting #2

Deliverables:

- Meeting minutes
- Existing conditions inventory and analysis summary maps

Task 3: Outlining the Options (Months 5 & 6)

With an understanding of existing conditions and input from the community and key stakeholders, potential options will be outlined for focus area development and streetscape improvements in the following tasks:

3.1 Focus Area Concepts: Analysis and input from previous tasks will be used to establish conceptual land use and redevelopment strategies in up to three of the identified focus areas. These will be general land use concepts to understand potential capacities and the mix of uses. This will be a key component in determining the strategy for each corridor section, overlapping with potential streetscape improvements in determining a final implementation strategy in the next task.

3.2 Streetscape Improvements Options: An initial set of streetscape options will be outlined in the form of a toolkit of components. Having reviewed the overall right-of-way, built environment, and related plans in previous tasks, aspects for infrastructure development will be identified. This will include an evaluation of ease, effectiveness, magnitude of relative cost, and adherence to plan goals for each option. This will be based on both local conditions and comparisons to comparable benchmarks. OHM will present this information in a graphic format, for ease of understanding of stakeholders and the general public. This step will inform the upcoming strategy and scenario development of the plan.

3.3 Steering Committee Meeting #3: The OHM team will share the findings from the small group meetings, community survey (outlined in Task 3), and technical and best practice research. It is not the intention to reach agreement on every aspect at this point, but rather to facilitate a discussion related to initial



development and streetscape options. The result will be a draft set of outcomes and strategies, in alignment with the project goals and vision from the earlier steering committee meeting.

3.4 Joint PC/Council Work Session: The OHM team will facilitate a discussion related to the overall goals of the process as well as initial development and streetscape options. The intent of this interactive work session is to gain alignment with city leaders as the more detailed part of the process takes shape going forward.

3.5 Community Workshop #1 (City Staff Support): The OHM team will coordinate an interactive community session to gather feedback on the research performed to date, with support from the client team. Identified corridor goals will be discussed along with strategies for the corridor based on best practice research and existing opportunities. This will be an extension of materials discussed at the Steering Committee meeting and will be presented in a highly graphical and engaging way. (This engagement may be in-person, virtual or hybrid depending on health conditions.)

Meetings: Working Group Meeting

- Steering Committee Meeting #3
- Community Workshop #1

Deliverables:

- Focus area concept plans
- Streetscape plans, sketches, and character imagery
- Meeting minutes

Task 4: Determining the Strategy (Months 7 & 8)

During this phase, the consultant team will work closely with the steering committee to build and reach consensus around the core areas of the plan. The plan will be built around strategy areas that leverage the economic opportunities of the city, and the Main Street corridor. This will include and include short-term, mid-term and long-term implementation strategies, redevelopment approaches for up to three target focus areas, and an overall conceptual streetscape approach. The specific elements of this task will be:

4.1 Policy Review (By City Staff): The Main Street Corridor Plan will be a strategic implementation approach, intended to supplement and support existing city plans and policies. Areas where there are specific overlaps or conflicts with existing land use, zoning or other guiding/regulatory documents will be outlined to establish related implementation strategies.

4.2 Refinement of Focus Areas: Based on feedback from the Steering Committee and the Community Workshop, the initial focus area plans will be further detailed and updated. This will include conceptual development footprints that relate to real-world buildable outcomes, as well as concepts for public space linkages to proposed streetscape improvements. The outcome will be updated options that can be reviewed and prioritized through the next round of input.

4.3 Conceptual Streetscape Improvement Plans: Based on the feedback to the initial toolkit of options, a conceptual streetscape plan will be developed. This will include a set of typologies for the corridor



portions, street cross sections, and graphic renderings illustrating the proposed built environment. The outcome will be updated options that can be reviewed and prioritized through the next round of input.

4.4 Creative Strategies to Advance Plan Objectives (By City Staff): (e.g., public private partnerships, funding strategies)

4.5 Steering Committee Meeting #4: Determining the Framework: OHM will present the plan framework, linking the goals, objectives and strategies with the development of three target development areas to the steering committee for review and feedback. Each target redevelopment area will be graphically illustrated in a clear diagrammatic approach to indicate potential development capacity and layout, based on preferred and highest best use scenarios. Conceptual streetscape and related infrastructure improvement scenarios will also be presented for steering committee review and input.

4.6 Community Workshop #2 (City Staff Support): The OHM team will coordinate an interactive community session to gather feedback on the concepts created for the focus areas and the overall corridor streetscape, with support from the client team. (This engagement may be in-person, virtual or hybrid depending on health conditions.)

Meetings:

- Working Group Meeting
- Steering Committee Meeting #4
- Community Workshop #2

Deliverables:

- Draft executive summary, covering existing conditions inventory and analysis, project process, summary of engagement, focus area concept plans, and conceptual streetscape concept plans.
- Meeting minutes

Task 5: Final plan (Months 9-11)

During this phase, OHM will finalize the preferred scenarios for each of the corridor areas, define options, and outline implementation steps in a detailed action plan for Main Street.

5.1 Final Draft Main Street Corridor Plan: A draft plan for the entire corridor study area will be created, based on the preferred focus area and streetscape scenarios. This will include graphic elements related to the key features, related analysis, and overall benefits/costs of the scenarios. This will include conceptual streetscape design, illustrated through aerials, cross sections and plan diagrams, including designations for potential impacts to corridor site access and parking. The draft document will include a detailed set of implementation steps. Aspects of land use and zoning related to the proposed scenarios will be outlined. As an appendix to the document, project engagement, research, and analysis will be included for reference.



5.2 Steering Committee Meeting #5: Final Plan: At this meeting, OHM will present the final concepts developed for the overall Main Street Corridor Plan. The steering committee will make final recommendations in advance of review by city officials.

5.3 Present Final Study to City Officials: OHM Advisors will present the final study findings and preferred scenario to appointed/elected city officials in up to two meetings.

5.4 Final Main Street Corridor Plan: Deliverables developed as part of the planning process will be provided to the City of Huron. A final copy of the plan document will be submitted as an electronic PDF and a printed hard copy. An executive summary document will also be developed for the purposes of sharing with community members and stakeholders.

Meetings:

- Working Group Meeting
- Steering Committee Meeting #5

Deliverables:

- Final report, including executive summary, cost estimate, proposed phasing, and implementation strategies.

Anticipated Schedule

The scope of work is anticipated to be performed over the course of 11 months. This schedule is subject to adjustment as the process unfolds and will require ongoing coordination among the Project Team. Potential schedule-related items that may impact task durations include:

- Inclement weather
- Client review times
- Timing of coordination of stakeholder, interviewees, and public participation
- Response timing of public agency staff

We are prepared to commence work on this project within 2 weeks of receipt of your written authorization to proceed.



Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following lump sum fee schedule.

Task	Cost
Task 1: Project Kickoff	\$ 5,200
Task 2: Existing Conditions and Opportunities Analysis	\$ 8,600
Task 3: Outlining the Options	\$ 18,700
Task 4: Determining the Strategy	\$ 21,500
Task 5: Final Plan	\$ 10,100
Subtotal	\$ 64,100
City Staff Support	(\$8,700)
Subtotal	\$ 57,300
Reimbursable Expenses (Budget)	\$1,000

Reimbursable expenses cover other direct costs including but not limited to printing, reprographics, courier/shipping services, mileage, and travel expenses. These will be invoiced per the standard terms and conditions. A budget amount is indicated above as a suggested amount; this may be adjusted as expenses are incurred.

Additional Clarifications and Assumptions

This Scope of Services was prepared based on the following assumptions:

- The Standard Terms and Conditions contained in the Annual Engineer contract (as approved by Council Legislation) shall also apply to this contract.
- Scope not described in our Work Plan will be considered additional services. If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the Client. OHM Advisors will not proceed with additional services without written authorization to proceed from the Client.
- Force Majeure: In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Client shall pay OHM for work performed through the effective date of termination.
- The Client will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- The Client will provide existing conditions information, as available.



Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal and the Standard Terms and Conditions contained in the Annual Engineer contract will form our agreement.

Thank you for giving us the opportunity to be of service! We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at Russ.Critelli@ohm-advisors.com or 216-704-4025.

Sincerely,
OHM Advisors

Acceptance
City of Huron

Russ Critelli

Name

Manager of Cleveland

Title

February 11, 2022

Date

Signature

Name

Title

Date



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 38-2022
DATE: March 22, 2022

Subject Matter/Background

Andrea Rocco has been serving as the City of Huron's prosecutor for nearly 90 days, and per her current Employment Agreement, a review of the terms was in order. Staff and Ms. Rocco determined that the scope of work and hours required to provide prosecutorial services for the City were greater than anticipated, and warranted an increase in salary for the position. Resolution No. 38-2022 authorizes a First Amendment to the Employment Agreement of Andrea Rocco as Prosecutor for the City through December 31, 2022 at an annual salary of \$35,000. When broken down to an hourly rate, this salary is very reasonable and more in line with salaries paid in other municipalities. As the term of the agreement terminates on December 31, 2022, this salary will be annualized accordingly.

Financial Review

The City's General Fund budget will accommodate the part-time salary adjustment.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution No. 38-2022 is in order.

[Resolution No. 38-2022 Prosecutor Agreement.doc](#)

[Resolution No. 38-2022 Exhibit A.pdf](#)

RESOLUTION NO. 38-2022

Introduced by Joe Dike

A RESOLUTION APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH ANDREA F. ROCCO FOR THE PROVISION OF LEGAL SERVICES AS PROSECUTING ATTORNEY FOR THE CITY OF HURON THROUGH DECEMBER 31, 2022.

WHEREAS, Andrea F. Rocco is currently serving as prosecuting attorney for the City of Huron pursuant to an Employment Agreement effective December 15, 2021; and,

WHEREAS, the City and Ms. Rocco have determined that the compensation set forth in the original Employment Agreement is insufficient for the scope of services provided; and,

WHEREAS, the City and Ms. Rocco have come to an agreement regarding compensation and agree to amend the current Employment Agreement to ensure continual representation for the City at a competitive salary; and,

WHEREAS, the City Council of the City of Huron finds that it is in the best interest of the City and the residents of the City to enter into a First Amendment to Employment Agreement with Andrea F. Rocco for prosecuting attorney services through December 31, 2022 in the Huron Municipal Court.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The Huron City Council authorizes the City Manager to execute the First Amendment to Employment Agreement between Andrea F. Rocco and the City of Huron for prosecuting attorney services, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (herein called "First Amendment") by and between the City of Huron, Ohio, a Charter Municipality (hereinafter referred to as "City") and Andrea F. Rocco (hereinafter referred to as "Attorney") (with City and Attorney being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS, the Parties entered into a certain Employment Agreement ("Agreement") on or about December 15, 2021 to permit Attorney to serve as Prosecutor for the City; and

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties desires to modify the title of the Agreement, the term and compensation to be paid to Attorney.

NOW, THEREFORE, in consideration of the mutual covenants and promises made in this Agreement and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

1. As of March 22, 2022 (the "Effective Date"), the Agreement is and shall be restyled and retitled to be a "Prosecutor Agreement."

2. As of the Effective Date, the second sentence of Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the following:

"The term of this Agreement shall expire as of 11:59 p.m.. Eastern Standard Time on December 31, 2022."

3. The annual salary to be paid to Attorney pursuant to Section 3.1 of the Agreement shall be increased to \$35,000.00 annually, effective and paid from and after March 20, 2022, and shall continue to be paid in bi-weekly installments.

4. All provisions of the Agreement (as amended) not modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the dates referenced below.

City of Huron

By: _____
Matt Lasko, City Manager

Andrea F. Rocco, Esq.

Date: _____

Date: _____

"City"

"Attorney"

Approved as to form:

Todd A. Schrader, Esq., Law Director



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 39-2022
DATE: March 22, 2022

Subject Matter/Background

Resolution No. 39-2022 requests authorization of an employment agreement with Andrea Rocco for the provision of human resources services for the City of Huron on a part-time basis through December 31, 2022. The City has been without a dedicated Human Resources Department/Manager for many years, and Ms. Rocco comes with many years of experience in employment law and human resources management.

The salary of \$25,000 per year will be annualized to reflect the hours worked through the end of the year, with Ms. Rocco working in City Hall two days a week and available by phone on the remaining days.

Financial Review

The City's General Fund budget will accommodate the part-time salary adjustment.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution No. 39-2022 is in order.

[Resolution No. 39-2022 Human Resources Agreement.doc](#)
[Resolution No. 39-2022 Exhibit A.docx](#)

RESOLUTION NO. 39-2022

Introduced by Matt Grieves

A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH ANDREA F. ROCCO FOR THE PROVISION OF LEGAL SERVICES PERTAINING TO EMPLOYMENT LAW AND HUMAN RESOURCES MATTERS AT AN ANNUAL SALARY OF TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00) FOR THE CITY OF HURON THROUGH DECEMBER 31, 2022.

WHEREAS, Andrea F. Rocco has extensive legal experience in the field of Human Resources and has agreed to provide legal services pertaining to employment law and human resources matters for the City of Huron in all cases wherein she does not have a conflict; and,

WHEREAS, such representation and obligations are set out in the Employment Agreement attached hereto as Exhibit "A"; and

WHEREAS, Andrea F. Rocco is a member in good standing of the Ohio State Bar Association and has experience in employment law; and

WHEREAS, the City and Ms. Rocco will enter into an employment agreement for a period commencing on or about March 23, 2022 and ending on December 31, 2022; and,

WHEREAS, the City Council of the City of Huron finds that it is in the best interest of the City and the residents of the City to enter into an agreement with Andrea F. Rocco for attorney services pertaining to employment law and human resources matters through December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The Huron City Council authorizes the City Manager to execute the Employment Agreement for attorney services pertaining to employment law and human resources between Andrea F. Rocco and the City of Huron, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EMPLOYMENT AGREEMENT
(Employment Law and Human
Resources Services)

This Employment Agreement (“Agreement”), entered into by and between the City of Huron, Ohio, a Charter Municipality located at 417 Main Street, Huron, Ohio (hereinafter referred to as "City") and Andrea F. Rocco, Esq. (hereinafter referred to as "Rocco")(with the City and Rocco being individually referred to herein as “Party” and collectively referred to herein as “Parties”) for the provision of legal services pertaining to employment law and human resources matters for the City of Huron, is to EVIDENCE THAT:

SECTION 1. SCOPE OF WORK

1.1 Rocco shall serve as an at-will employee and at the pleasure of the City under the direction of the Law Director and City Manager, and shall fulfill duties pertaining to provision of legal services pertaining to employment law and human resources matters for the City as such matters may arise from time to time. The Parties acknowledge and agree that the duties Rocco may be requested to address during the term of this Agreement may include (but not be limited to):

- (a) Updating the City’s employee handbook;
- (b) Ensuring annual training for all City employees that would be beneficial or that is required;
- (c) Onboarding new employees;
- (d) Managing grievance matters;
- (e) Assisting with workers compensation matters;
- (f) Participating in healthcare and benefits enrollment and other needs;
- (g) Participation in bargaining unit negotiations as needed;
- (h) Addressing periodic inquiries pertaining to labor and/or employment law; and
- (i) Any and all other employment-related matters as directed by the City Manager.

1.2 Rocco shall be at all times during the life of this Agreement be a licensed practicing attorney in good standing with the Ohio Supreme Court.

SECTION 2. TERM

2.1 This Agreement shall be effective upon execution by all parties (the “Effective Date”), and the term of this Agreement shall terminate as of 11:59 p.m.. Eastern Standard Time on December 31, 2022. Either party hereto may terminate this Agreement, for any or no reason, on sixty (60) days prior written notice to the other party.

2.2 Early termination of this Agreement shall relieve the City of any obligation to provide compensation in excess of days and hours actually worked. Upon properly served notice of early termination, the City shall compensate Rocco for all compensation due upon the effective date of termination.

SECTION 3. COMPENSATION

3.1 Commencing as of the Effective Date, the initial annual salary for this position shall be established at \$25,000.00 commencing from and after the Effective Date and shall be payable in bi-weekly installments (albeit prorated to account for the commencement of the term being other

than January 1). Compensation provided pursuant to the terms herein shall be subject to all federal, state, and local tax withholdings.

3.2 Compensation provided pursuant to the terms herein shall be subject to all statutorily required pension obligations. The City shall reduce Rocco's gross compensation, which is subject to and qualifies as compensation subject to contributions to the Ohio Public Employee's Retirement System, by the statutory member amount and shall contribute to the Ohio Public Employee's Retirement System that amount which is statutorily required as employer contribution.

3.3 The City shall, in reporting and making remittances to the Ohio Public Employees Retirement System, report that Rocco's contribution has been made as provided by statute.

SECTION 4. HOURS OF WORK

4.1 Rocco shall be available to address matters outlined in Section 1.1 when necessary or applicable and as reasonably directed by the City Manager. The parties intend that Rocco will be working in the City offices on Tuesday afternoons until approximately 4:00 PM Eastern Standard Time unless Rocco has prior commitments, and the City acknowledges and agrees that Rocco maintains other obligations that may periodically require Rocco to adjust her schedule and/or work different days of the week as needed.

4.2 Rocco understands and agrees that this appointment is not subject to overtime compensation.

SECTION 5. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

5.1 Rocco understands and agrees that this appointment is not subject to receipt of health, disability, and life insurance benefits, but Rocco shall be covered under the City's professional liability insurance policy(ies) unless the City modifies and/or changes said coverages on no less than sixty (60) days prior written notice to Rocco.

5.2 The Parties agree that this Agreement shall supersede any obligation of the City to provide health, disability, and life insurance benefits.

SECTION 6. VACATION, SICK, HOLIDAYS AND PERSONAL LEAVE BENEFITS

6.1 Rocco understands and agrees that this appointment is not subject to receipt of vacation, sick, holidays and personal leave benefits.

SECTION 7. OTHER TERMS AND CONDITIONS

7.1 The City, upon agreement with the Rocco, may fix such other terms and conditions as it may determine from time to time, that are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Codified ordinances or other applicable law.

7.2 All notices pursuant to this Agreement, shall be sent by simultaneous U.S. Certified mail, return receipt required or recognized overnight courier (e.g., UPS, FedEx, etc.) and U.S. Regular Mail to the following:

City of Huron
Attn: City Manager
417 Main St.
Huron, Ohio 44839

Andrea F. Rocco
3110 Dover Center Road
Westlake, Ohio 44145

7.3 This Agreement sets forth the entire agreement between the Parties relating to Rocco's provision of employment law and human resources services to the City and shall be interpreted in accordance with the laws of the State of Ohio.

7.4 The Parties, by mutual written agreement, may amend this Agreement during its life. Such amendments shall be incorporated as an exhibit and approved by the City and Rocco in writing.

7.5 This Agreement shall be binding on Rocco, her heirs, executors, personal representatives and agents, and on the City and the successors to the Council members.

7.6 The invalidity or partial invalidity of any portion of the Agreement shall not affect any other provision. In the event that any provision or partial provision is held to be invalid by a court of competent jurisdiction, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modifications of the invalid provision or partial provision.

City of Huron

By: _____
Matthew Lasko, City Manager

Andrea F. Rocco, Esq.

Approved as to form:

Todd A. Schrader, Law Director



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2022-17
DATE: March 22, 2022

Subject Matter/Background

Ordinance No. 2022-17 amends Chapter 1315 Storm Water Management of the City of Huron Codified Ordinances. Per requirements mandated by OEPA, staff has worked with the Erie Water and Soil Conservation District (EWSCD) to make routine updates to Chapter 1315 to better comply with Ohio's General Permit construction standards. Changes include: updated storm water management calculations for design buildout, requiring site development to incorporate green infrastructure where feasible; added general permit definitions; requiring redevelopment to meet a 20% net reduction of runoff; and updated temporary stabilization requirements. A redlined copy of Chapter 1315 reflecting the proposed amendments is attached hereto as Exhibit 1.

Financial Review

There is no financial impact related to this ordinance.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2022-17 is in order.

[Ordinance No. 2022-17 Exhibit 1.docx](#)

[Ordinance No. 2022-17 Storm Water Ordinance Revisions.docx](#)

[Ordinance No. 2022-17 Exhibit A Stormwater Management.pdf](#)

[Ordinance No. 2022-17 Exhibit B.docx](#)

CHAPTER 1315

Storm Water Management

1315.01 Definitions.

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1315.18 Reserved.

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CROSS REFERENCES

Plans and fees under Ohio Building Code - see BLDG. 1301.10

1315.01 DEFINITIONS.

As used in this chapter:

(a) **APPROVING AUTHORITY:** The official responsible for administering the applicable program(s).

(b) **BEST MANAGEMENT PRACTICE (BMP):** Any practice or combination of practices that is determined to be the most effective, practicable (including technological, economic, and institutional considerations) means of preventing or reducing the amount of pollution generated by nonpoint sources of pollution to a level compatible with water quality goals. BMPs may include structural practices, conservation practices and operation and maintenance procedures.

(c) **CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC):** A person that has subscribed to the Code of Ethics and have met the requirements established by the CPESC Council of Certified Professional In Erosion and Sediment Control, Inc. to be a Certified Professional in Erosion and Sediment Control.

(d) **CHANNEL:** A natural stream that conveys water, or a ditch or channel excavated for the natural flow of water.

(e) **CONCENTRATED STORM WATER RUNOFF:** Surface water runoff which converges and flows primarily through water conveyance features such as swales, gullies, waterways, channels or storm sewers, and which exceeds the maximum specified flow rates of filters or perimeter controls intended to control sheet flow.

(f) **CONSERVATION:** The wise use and management of natural resources.

(g) **CONSTRUCTION GENERAL PERMIT:** The most recent General National Pollutant Discharge Elimination System (NPDES) permit for authorization of stormwater discharges associated with construction activities by Ohio EPA (Permit #OHC000005 and all its successors).

(h) **CUT AND FILL SLOPES:** A portion of land surface or area from which soil material is excavated and/or filled.

(i) **DENUDED AREA:** A portion of land surface on which the vegetation or other soil stabilization features have been removed, destroyed or covered, and which may result in or contribute to erosion and sedimentation.

(j) **DETENTION BASIN:** A storm water management pond that remains dry between storm events. Storm water management ponds include a properly engineered/designed volume which is dedicated to the temporary storage and slow release of runoff waters.

(k) **DEVELOPMENT AREA:** Any tract, lot, or parcel of land, or combination of tracts, lots or parcels of land, which are in one ownership, or are contiguous and in diverse ownership, where earth-disturbing activity is to be performed.

(l) **DITCH:** An excavation, either dug or natural, for the purpose of drainage or irrigation, and having intermittent flow.

(m) **DUMPING:** The grading, pushing, piling, throwing, unloading or placing of soil or other material.

(n) **EARTH DISTURBING ACTIVITY:** Any grading, excavating, filling, or other alteration of the earth's surface where natural or man-made ground cover is destroyed.

(o) **EARTH MATERIAL:** Soil, sediment, rock, sand, gravel, and organic material or residue associated with or attached to the soil.

(p) **EROSION:** The process by which the land surface is worn away by the action of water, wind, ice or gravity.

(q) **EXISTING:** In existence at the time of the passage of these regulations.

(r) **FREQUENCY STORM:** A rainfall event of a magnitude having a specified average recurrence interval and is calculated with Natural Resources Conservation Service, USDA Type II twenty-four hour curves or depth-duration frequency curves.

(s) **GRADING:** Earth disturbing activity such as excavation, stripping, cutting, filling, stockpiling, or any combination thereof.

(t) **GRUBBING:** Removing, clearing or scalping material such as roots, stumps or sod.

(u) **LARGER COMMON PLAN OF DEVELOPMENT OR SALE:** A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

(v) **LANDSLIDE:** The rapid mass movement of soil and rock material downhill under the influence of gravity in which the movement of the soil mass occurs along an interior surface of sliding.

(w) **LOCAL COUNTY SWCD:** The local county Soil and Water Conservation District.

(x) **NATURAL RESOURCES CONSERVATION SERVICE (NRCS):** An agency of the United States Department of Agriculture, formerly known as the Soil Conservation Service (SCS).

(y) **NPDES PERMIT:** A National Pollutant Discharge Elimination System Permit issued by Ohio EPA under the authority of the USEPA, and derived from the Federal Clean Water Act.

(z) **OHIO EPA:** The Ohio Environmental Protection Agency.

(aa) **ORDINARY HIGH WATER MARK:** The point of the bank or shore to which the presence and action of surface water is so continuous as to leave a district marked by erosion, destruction or prevention of woody terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

(bb) **OUTFALL:** An area where water flows from a structure such as a conduit, storm sewer, improved channel or drain, and the area immediately beyond the structure which is impacted by the velocity of flow in the structure.

(cc) **PERSON:** Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, township, county, state agency, the federal government, or any combination thereof.

(dd) **PROFESSIONAL ENGINEER:** A person registered in the State of Ohio as a Professional Engineer, with specific education and experience in water resources engineering, acting in strict conformance with the Code of Ethics of the Ohio Board of Registration for Engineers and Surveyors.

(ee) **QUALIFIED INSPECTION PERSONNEL:** A person knowledgeable in the principles and practice of erosion and sediment controls, who possesses the skills to assess all conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity.

(ff) **REDEVELOPMENT:** The demolition or removal of existing structures or land uses and construction of new ones.

(gg) **RETENTION BASIN:** A storm water management pond that maintains a permanent pool of water. These storm water management ponds include a properly engineered/designed volume dedicated to the temporary storage and slow release of runoff waters.

(hh) **RIPARIAN AREA:** Naturally vegetated land adjacent to watercourses which, if appropriately sized, helps to stabilize streambanks, limit erosion, reduce flood flows, and/or filter and settle out runoff pollutants, or which performs other functions consistent with the purposes of these regulations.

(ii) **RIPARIAN SETBACK:** Those lands within the Community which are alongside streams where earth disturbing activities will not take place and natural vegetation will not be removed.

(jj) **SEDIMENT:** Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity or ice, and has come to rest on the earth's surface either on dry land or in a body of water.

(kk) **SEDIMENT SETTLING POND:** A temporary Sediment Pond that releases runoff at a controlled rate. It is designed to slowly release runoff, detaining it long enough to allow most of the sediment to settle out of the water. The outlet structure is usually a designed pipe riser and barrel. The entire structure is removed after construction. Permanent storm water detention structures can be modified to function as temporary Sediment Basins.

(ll) **SEDIMENT CONTROL:** The limiting of sediment being transported by controlling erosion or detaining sediment-laden water and, allowing the sediment to settle out.

(mm) **SEDIMENT BARRIER:** A sediment control device such as a geotextile Silt Fence or a grass Filter Strip, usually capable of controlling only small flow rates. (Straw bale barriers are not acceptable.)

(nn) **SEDIMENT POLLUTION:** A failure to use management or conservation practices to control wind or water erosion of the soil and to minimize the degradation of water resources by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for commercial, industrial, residential, or other purposes.

(oo) **SENSITIVE AREA:** An area or water resource that requires special management because of its susceptibility to sediment pollution, or because of its importance to the well-being of the surrounding communities, region, or the state and includes, but is not limited to, the following:

- (1) Ponds, wetlands or small lakes with less than five acres of surface area;
- (2) Small streams with gradients less than ten feet per mile with average annual flows of less than 3.5 feet per second containing sand or gravel bottoms.
- (3) Drainage areas of a locally or Ohio designated Scenic River.
- (4) Riparian and wetland areas.

(pp) **SETTLING POND:** A runoff detention structure, such as a Sediment Basin or Sediment Trap, which detains sediment-laden runoff, allowing sediment to settle out.

(qq) **SHEET FLOW:** Water runoff in a thin uniform layer or rills and which is of small enough quantity to be treated by sediment barriers.

(rr) **SLIP:** A landslide as defined under "Landslides."

(ss) **SLOUGHING:** A slip or downward movement of an extended layer of soil resulting from the undermining action of water or the earth disturbing activity of man.

(tt) **SOIL:** Unconsolidated erodible earth material consisting of minerals and/or organics.

(uu) **SOIL CONSERVATION SERVICE, USDA:** The federal agency now titled the "Natural Resources Conservation Service," which is an agency of the United States Department of Agriculture.

(vv) **SOIL EROSION AND SEDIMENT CONTROL PLAN:** A written and/or drawn soil erosion and sediment pollution control plan to minimize erosion and prevent off-site sedimentation throughout all earth disturbing activities on a development area.

(ww) **SOIL EROSION AND SEDIMENT CONTROL PRACTICES:** Conservation measures used to control sediment pollution and including structural practices, vegetative practices and management techniques.

(xx) **SOIL STABILIZATION:** Vegetative or structural soil cover that controls erosion, and includes permanent and temporary seeding, mulch, sod, pavement, etc.

(yy) SOIL SURVEY: The official soil survey produced by the Natural Resources Conservation Service, USDA in cooperation with the Division of Soil and Water Conservation, ODNR and the local Board of County Commissioners.

(zz) STORM WATER CONTROL STRUCTURE: Practice used to control accelerated storm water runoff from development areas.

(aaa) STORM WATER CONVEYANCE: All storm sewers, channels, streams, ponds, lakes, etc., used for conveying concentrated storm water runoff, or for storing storm water runoff.

(bbb) STORM WATER POLLUTION PREVENTION PLAN (SWP3): The plan required by Ohio EPA to meet the requirements of its National Pollutant Discharge Elimination System (NPDES) Permit program for construction activities.

(ccc) STREAM: A body of water running or flowing on the earth's surface, or a channel with a defined bed and banks in which such flow occurs. Flow may be seasonally intermittent.

(ddd) UNSTABLE SOIL: A portion of land surface or area which is prone to slipping, sloughing or landslides, or is identified by Natural Resources Conservation Service methodology as having a low soil strength.

(eee) USEPA: The United States Environmental Protection agency.

(fff) WASTEWATER: Any water that is contaminated with gasoline, fuel oil, hydrocarbon based chemicals, paint, paint washing liquids or other paint wastes, sanitary wastes, or any other Ohio EPA regulated contaminants.

(ggg) WATERCOURSE: Any natural, perennial, or intermittent channel with a defined bed and banks, stream, river or brook.

(hhh) WATER RESOURCES: All streams, lakes, ponds, wetlands, water courses, waterways, drainage systems, and all other bodies or accumulations of surface water, either natural or artificial, which are situated wholly or partly within, or border upon this state, or are within its jurisdiction, except those private waters which do not combine or affect a junction with natural surface waters.

(iii) WETLAND: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas. (40 Codified Federal Register (CFR) 232, as amended). Wetlands shall be delineated by a site survey approved by the Community using delineation protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the time of application of this regulation. If a conflict exists between the delineation protocols of these two agencies, the delineation protocol that results in the most inclusive area of wetlands shall apply.

(jjj) WETLAND SETBACK: Those lands adjacent to wetlands where earth disturbing activities will not take place and natural vegetation will not be removed.

(kkk) WINTER: October 1 to April 1 of each year.

(Ord. 2013-40. Passed 9-24-13.)

1315.02 PURPOSE.

(a) The intent of this regulation is to establish consistent technically feasible and operationally practical standards to achieve a level of storm water management, and

erosion and sediment control that will minimize damage to public and private property and the degradation of water resources, and will promote and maintain the health, safety, and welfare of the residents of the Community.

(b) This regulation further intends, but is not limited, to:

(1) Allow development while minimizing increases in downstream flooding, erosion, and sedimentation.

(2) Reduce damage to receiving water resources and drainage systems that are caused by new development or redevelopment activities.

(3) Control storm water runoff resulting from soil disturbing activities.

(4) Assure that development site owners control the volume and rate of storm water runoff originating from their property so that surface water and ground water are protected, soil erosion is controlled, and flooding potential is not increased.

(5) Preserve to the maximum extent practicable the natural drainage characteristics of the building site and minimize the need to construct, repair, and replace enclosed storm drain systems.

(6) Preserve to the maximum extent practicable natural infiltration and groundwater recharge, and maintain subsurface flow that replenishes water resources, wetlands, and wells.

(7) Assure that storm water controls are incorporated into site planning and design at the earliest possible stage.

(8) Prevent unnecessary stripping of vegetation and loss of soil, especially adjacent to water resources and wetlands.

(9) Reduce the need for costly maintenance and repairs to roads, embankments, sewage systems, ditches, water resources, wetlands, and storm water management practices that are the result of inadequate soil erosion, sediment and storm water control.

(10) Reduce the long-term expense of remedial projects needed to address problems caused by inadequate storm water, erosion and sediment control.

(11) Require the construction of storm water management practices that serve multiple purposes including flood control, soil erosion and sediment control, and require water quality protection; and encourage such practices that promote recreation and habitat preservation.

(12) Ensure that all storm water management, soil erosion and sediment control practices are properly designed, constructed, and maintained.

(Ord. 2013-40. Passed 9-24-13.)

1315.03 DISCLAIMER OF LIABILITY.

Neither submission of a plan under the provisions herein, nor compliance with the provisions of these regulations, shall relieve any person or entity from responsibility for damage to any person or property that is otherwise imposed by law.

(Ord. 2013-40. Passed 9-24-13.)

1315.04 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY.

(a) Where this chapter imposes a greater restriction upon land than is imposed or required by other Community provisions of law, ordinance, contract or deed, the provisions of this ordinance shall prevail.

(b) If a court of competent jurisdiction declares any clause, section, or provision of these regulations invalid or unconstitutional, the validity of the remainder shall not be affected thereby.

(c) These regulations shall not be construed as authorizing any person to maintain a private or public nuisance on their property. Compliance with the provisions of this regulation shall not be a defense in any action to abate such nuisance.

(d) Failure of the Community to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the owner from the responsibility for the condition or damage resulting there from, and shall not result in the Community, its officers, employees, or agents being responsible for any condition or damage resulting there from.

(Ord. 2013-40. Passed 9-24-13.)

1315.05 EFFECTIVE DATE.

This chapter and its regulations shall become effective upon their passage.

(Ord. 2013-40. Passed 9-24-13.)

1315.06 SCOPE.

This chapter applies to development areas having new or relocated projects involving highways, underground cables, pipelines, subdivisions, industrial projects, commercial projects, building activities on farms, redevelopment of urban areas and all other land uses not specifically exempted. This ordinance does not apply to:

(a) Land disturbing activities related to producing agricultural crops or Silviculture operations regulated by the Ohio Agricultural Sediment Pollution Abatement Rules (1501: 15-3-01 to 1501: 15-3-09 of the Ohio Administrative Code) and existing at the time of passage of this regulation.

(b) Coal surface mining operations regulated by Chapter 1513 of the Ohio Revised Code and existing at the time of passage of this regulation.

(c) Other surface mining operations regulated by Chapter 1514 of the Ohio Revised Code and existing at the time of passage of this regulation.

(Ord. 2013-40. Passed 9-24-13.)

1315.07 CONSULTATIONS.

In implementing these regulations the Community Engineer or other Community officials may consult with the local county SWCD, state and federal agencies and other technical experts as necessary. Any costs associated with such consultations may be assessed to the applicant or his or her designated representative. (Ord. 2013-40. Passed 9-24-13.)

1315.08 CONSTRUCTION SITE CONSERVATION PLAN.

In order to control storm water damage and sediment pollution of water resources, wetlands, riparian areas, other natural areas, and public and private lands, the owner of each development area shall be responsible for developing a comprehensive Construction Site Conservation Plan. This plan will address storm water management (volume and peak rate of runoff), soil erosion, sediment and other wastes control. This plan must contain a description of controls appropriate for each construction operation covered by these regulations, and the operator must implement the planned controls in a timely manner. The plan and BMPs used to satisfy the conditions of these regulations shall meet the standards and specifications in the current edition of the Ohio Rain Water and Land Development manual. The plan must make use of the practices that preserve the existing natural condition to the Maximum Extent Practicable. The plan shall identify the subcontractors engaged in activities that could impact storm water runoff. The Construction Site Conservation Plan shall contain signatures from all of the identified subcontractors indicating that they have been informed and understand their roles and responsibilities in complying with the Construction Site Conservation Plan.

(a) Development Sites Under 1 (One) Acre in Size: Individual development sites that are larger than 8,000 square feet and smaller than one (1) acre (43,560 square feet) in total size of disturbed area, can submit abbreviated soil erosion and sediment control plans with the topography plan for the requested permit(s). The abbreviated plan must cover the following items, in addition to any other items from this ordinance that are required by the City Engineer.

(1) Storm Water Issues: A statement as to how the increased storm water runoff that will be caused by the planned development project will be handled. The statement must identify the Best Management Practices (BMP'S) the new construction project will include in order to address storm water runoff.

(2) Redevelopment: Owners of development sites that were created by demolishing an older existing structure can request, in writing, that the City Engineer exempt them from the storm water issues if the total soil surface area being made impermeable is the same or less than the total soil surface area that was impermeable due to the structure(s) being torn down and removed. For a previously developed area, one or a combination of the following two conditions shall be met; (1) a 20% net reduction of the site's volumetric runoff coefficient through impervious area reduction with soil restoration or replacing impervious roof area with green roof area, or (2) treatment of 20% of the WQv (Water Quality Volume) for the previously developed area using a practice meeting table 4a/4b (1315.12(e)) requirements.

Where there is a combination of redeveloped areas and new development, a weighted approach shall be used with the following equation:

$$WQv = P * A * [(Rv_1 * 0.2) + (Rv_2 - Rv_1)] / 12 \quad (\text{Equation 3})$$

where

$P = 0.90$ inches

A = area draining into the BMP in acres

Rv_1 = volumetric runoff coefficient for existing conditions (current site impervious area)

Rv_2 = volumetric runoff coefficient for proposed conditions (post-construction site impervious area)

Post-construction practices shall be located to treat impervious areas most likely to generate the highest pollutant load, such as parking lots or roadways, rather than areas predicted to be cleaner such as rooftops.

(3) Riparian and Wetland Setbacks: All riparian and wetland setback areas will be identified in the plan and in the field before construction starts.

(4) Soil Erosion and Sediment Issues: A sketch of the entire development site must be submitted that identifies the location of:

A. All existing and planned impervious areas, storm water inlets, drainage swales, wetlands, streams, conservation easements and other natural features to be saved and protected on the property.

B. All existing and planned temporary and permanent conservation practices for the site. Residential lots shall include at a minimum the following:

1. Soil erosion and sediment control BMPs, and;
2. Construction Entrance, and;
3. Temporary Grass Seeding with 2 tons per acre of straw mulch, and;
4. Storm Drain Inlet Protection around every storm yard inlet on the site or accepting drainage from the site, and;
5. Silt Fence protection for any stream located on or close to the site and lacking an adequate vegetative buffer, and;
6. Silt Fence to prevent sediment discharge into street storm sewer inlets where no centralized sediment control exists for the drainage area that includes the lot, and;
7. Construction fence to protect any conservation easements, riparian setbacks and wetland setbacks from encroachment by construction activities.

(b) Development Sites 1 (One) Acre In Size or Larger: All developments that have a larger common plan of development or sale equal to or larger than one (1) acre in size of disturbed area are subject to this ordinance and shall follow all of the requirements set forth in this ordinance.

(1) Description of the Plan of Construction: The following information shall be included in the Construction Site Conservation Plan:

A. Site Description:

1. A description of the prior land uses of the site.
2. A description of the nature and type of construction activity (e.g., low density residential, shopping mall, highway, etc.).
3. A description of the total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavating, filling or grading, including off-site borrow, fill or spoil areas and off-site utility installation areas).
4. An estimate of the impervious area and percent imperviousness created by the construction activity.
5. The types of soils within, or affected by, the development area, and the location of all highly erodible or unstable soils as determined by the most current edition of the soil survey of the county, by the Natural Resources Conservation Service (NRCS),
6. An onsite, detailed Soils Engineering Report if required by the Community Engineer.
7. The name and/or location of the immediate receiving stream or surface water(s) and the first subsequent named receiving water and the major river watersheds in which it is located.

B. A vicinity sketch locating:

1. The larger common plan of development or sale
 2. The development area
 3. All pertinent surrounding natural features within 200 feet of the development site including, but not limited to:
 - a. Water resources such as wetlands, springs, lakes, ponds, rivers and streams (including intermittent streams with a defined bed and bank)
 - b. Conservation Easements
 - c. Other sensitive natural resources
 - d. The sensitive areas receiving runoff from the development
 4. All off-site borrow or spoil areas
 5. All off-site utility installation areas that are related to the planned project
- C. The existing and proposed topography shown in the appropriate contour intervals as approved by the Community Engineer (generally one-foot contours are used).
- D. The location and description of existing and proposed drainage patterns and facilities, including any allied drainage facilities beyond the development area and the larger common plan of development or sale.
- E. Existing and proposed watershed boundary lines, direction of flow and watershed acreage.
- F. The person or entity responsible for continued maintenance of all vegetative and/or mechanical BMPs for both the construction and post-construction phases of the development.
- G. Long-term maintenance requirements and schedules of all BMPs for both the construction and post-construction phases of the development.
- H. Long-term maintenance inspection schedules.

I. The person or entity financially responsible for conducting the inspections of, and the maintenance of, permanent storm water conveyance and storage structures and all other conservation practices.

J. The method of ensuring that funding will be available to conduct the long-term maintenance and inspections of all permanent storm water, soil erosion and sediment control and water quality practices.

K. The location of any existing or planned riparian and/or wetland setback areas on the property.

L. The plan must clearly describe, for each major construction activity, the appropriate BMPs and the general timing (or sequence) during the construction process of when the measures will be implemented; and, who (which contractor) will be responsible for implementation (e.g., Contractor A will clear, grub and install perimeter controls and Contractor B will maintain perimeter controls until final stabilization; Contractor C will conduct and document the scheduled inspections.)

M. Location and description of any storm water discharges associated with dedicated asphalt and concrete plants covered by this regulation and the Best Management Practices to address pollutants in these storm water discharges.

(2) Construction Site Conservation Plan Elements: the Construction Site Conservation Plan shall include, at a minimum, the following information:

A. The Construction Site Conservation Plan shall include a map showing the location of:

1. The limits of earth disturbing activity including excavations, filling, grading or clearing.
2. Drainage patterns during major phases of construction.
3. The location of each proposed soil erosion and sediment control BMP, including:
 - a. Permanent soil erosion control practices to be left in place after construction operations have been completed (e.g. level spreaders, permanent erosion control matting, gabions, rock lined channels, etc.),
 - b. Areas likely to require temporary stabilization during the course of site development,
 - c. Designated construction entrances where vehicles will access the construction site,
 - d. In-stream activities including stream crossings,
 - e. Areas designated for the storage or disposal of solid, sanitary and toxic wastes,
 - f. Dumpsters,
 - g. Cement truck washout,
 - h. Fuel tanks
 - i. BMPs that divert runoff away from disturbed areas and steep slopes where practicable including rock check dams, pipe slope drains, diversions to direct flow away from exposed soils, and protective grading practices,
 - j. Sediment settling ponds drawn to scale.
4. Existing and proposed locations of buildings, roads, parking facilities and utilities.

5. Boundaries of wetlands and stream channels the owner intends to fill or relocate for which the owner is seeking approval from the US Army Corps of Engineers and/or Ohio EPA. B. The Construction Site Conservation Plan shall include a list of soil erosion and sediment control BMPs being used and the standards and specifications, including detailed drawings, for each BMPs. This list shall include:

1. Methods of controlling the flow of runoff from disturbed areas so as to prevent or minimize erosion.

2. Identification of the Structural Practices to be used to control erosion and trap sediment from a site remaining disturbed for more than 14 days. A description shall be included of how each selected control will store runoff so as to let sediments settle out and/or divert flows away from exposed soils or act to limit runoff from exposed areas.

3. Identification for each Structural Practice of its size, detail drawings, maintenance requirements and design calculations.

4. The type and amount of plant seed, live plants, fertilizer, agricultural ground limestone and mulch to be used. Specification of soil testing requirements for fertility and lime requirements will be included. Specification for the use of perennial grass seed will also be included.

5. Settling ponds will be identified with basic dimensions and the calculations for size and volume.

6. Detailed drawings and installation requirements of all other structural control BMPs.

7. Any other soil erosion and sediment control related BMPs and items that are required by the Community Engineer.

8. For developments where the overall plan does not call for centralized sediment control capable of controlling multiple individual lots, a detail drawing of a project specific typical individual lot showing standard individual lot soil erosion and sediment control practices and the sequence and timing of BMP installation for the individual lots. This does not remove or eliminate the responsibility to designate and install specific soil erosion and sediment control practices for the storm water discharges.

C. The Construction Site Conservation Plan shall include the scheduling, phasing, and coordination of construction operations and erosion and sediment control BMPs, including vegetative plantings and mulch.

(3) The Construction Site Conservation Plan shall include a description of the Storm Water Management (SWM) practices to be used on the site. The SWM element of the Plan shall include, at a minimum, the following:

A. A map showing the location, drawn to scale, of permanent SWM conveyance, detention and retention structures, other SWM control structures and the SWM easements.

B. A general description of the SWM strategy proposed to meet this chapter.

C. Design calculations for all permanent SWM conveyance, detention and retention structures, and other SWM control structures.

D. A minimum of one green infrastructure/infiltration stormwater control measure (SCM) to be included on the Construction Site Conservation Plan or any combination of

green infrastructure and infiltration practices to be installed on site when feasible. This includes, but is not limited to, bioretention areas/cells, infiltration basins, infiltration trenches, and permeable pavement. Any site exemption to this requirement is to be determined by the Community Engineer pending a review of valid site restrictions provided by the developer. For permeability requirements, refer to Section 1315.12(e) Table 4b - Infiltration Post-Construction Practices with Maximum Drain Times or 1317.09 Table 2.

E. For redevelopment projects/previously developed area requirements, refer to Section 1315.08 (2) of this ordinance.

F. Any other SWM related items required by the Community Engineer. (Ord. 2013-40. Passed 9-24-13.)

1315.09 EASEMENTS.

Future access to floodplains, flood control facilities, runoff drainage ditches and channels, runoff storage facilities, storm sewers and other drainage ways and structures, as required by the Community Engineer, shall be secured by means of easements.

(a) The easements shall be recorded in the name of the Community and, in single-family residential developments, the homeowners association.

(b) Such easements shall be not less than twenty-five (25) feet in width, in addition to the width of the ditch, channel, or other facility it is to serve. Access easements of this type shall be provided on one (1) side of the flood control or storm drainage ditch, channel, or similar type facility.

(c) Access along the initial drainage system shall be by means of easements. Such easements shall be not less than twenty-five (25) feet in width, with a minimum ten (10) foot width on either side of the centerline.

(d) Access adjacent to storage facilities shall consist of a twenty-five (25) foot easement in the case of detention (dry) basins, and a twenty-five (25) foot easement with a twenty-five (25) foot level bench in the case of retention (wet) basins, measured from the top of the bank, and shall include the storage facility itself.

(e) Easements for the emergency flow ways shall be a minimum of twenty-five (25) feet in width, or larger if required by the Community Engineer.

(f) Flood control or storm drainage easements containing underground facilities shall have a minimum width of twenty-five (25) feet.

(g) The easements shall be restricted against the planting within said easement of trees, shrubbery or plantings with woody growth characteristics, and against the construction therein of buildings, accessory buildings, fences, walls or any other obstructions to the free flow of storm water and the movement of inspectors and maintenance equipment and also restricted against the changing of final grade from that described by the grading plan.

(Ord. 2013-40. Passed 9-24-13.)

1315.10 MAINTENANCE.

Any portion of the permanent drainage and soil erosion systems, including on-site and off-site storage facilities that are constructed by the owner, will be continuously maintained into perpetuity.

(a) Maintenance plans shall be provided by the permittee to both the Community Engineer and the post- construction operator of the BMP (including homeowner associations) upon completion of construction activities and prior to the Community Engineer giving final approval for the completed construction.

(b) Single Family and Multi-family Residential Developments: A Homeowners' Association shall be created and placed in title of the affected lands and shall be continuously responsible for post-construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the Community.

(c) Apartments, Commercial and Industrial Developments: The plans will clearly state that the owner of the property shall be continuously responsible for post-construction maintenance and inspections into perpetuity unless the Community officially accepts such maintenance and inspections.

(d) Maintenance Design: All temporary and permanent soil erosion and sediment control practices shall be designed and constructed to minimize maintenance requirements. Multi-use facilities incorporating assets such as aesthetics and recreation may be incorporated into the design of the drainage facilities. All permanent drainage, soil erosion, sediment control, water quality management systems and BMPs, including on-site and off-site structures and vegetation that are constructed or planted, must be inspected and maintained into perpetuity by the responsible party designated in the plans. Inspections and maintenance will be incorporated periodically throughout the year to ensure that the facilities are properly operational.

(e) Perpetual Maintenance Inspections: One (1) inspection with a written report will be performed each year. The written report will be given to the Community Engineer by May 1 of each and every year after the Best Management Practice (BMP) has been completed.

(1) Structures that require a permit from the Ohio Division of Water: A written and stamped report from a professional engineer on the status of all structural BMPs that require a permit from the Ohio Department of Natural Resources (ODNR) Division of Water. This applies to all BMPs that require a permit either at the time of construction or fall under the jurisdiction of the ODNR Division of Water at any time after construction is completed.

(2) Easements: A written report from an inspector on the status of all storm water management easements for each project shall be submitted to the Community Engineer by May 1 of each year into perpetuity. These reports will document if restricted plantings, fences and structures are on the easement and will identify the location of the noted easement restriction violations.

(3) Best Management Practices (BMPs) that do not have a high risk for loss of life, bodily injury, or damage to structures or infrastructure related to imminent failure as determined by the Community Engineer: A written and stamped report from a professional engineer, landscape architect or Certified Professional In Erosion and Sediment Control (CPESC) on the status of permanent soil erosion, sediment control, water quality

management systems and the status of the related easements shall be submitted to the Community Engineer by May 1 of each year into perpetuity.

(4) BMPs that have a potential loss of Life: A written and stamped report covering the status of all BMPs that have a potential for loss of life, bodily injury, or damage to structures or infrastructure will be prepared by a professional engineer or other individual possessing a valid state license that authorizes them to design the same type of BMP for construction.

(Ord. 2013-40. Passed 9-24-13.)

1315.11 MINIMUM STANDARDS.

In order to control sediment pollution of water resources, the owner or person responsible for the development area shall use conservation planning and practices to maintain the level of conservation established in the following standards.

(a) The plan shall include measures that control the flow of runoff from disturbed areas so as to prevent soil erosion from occurring.

(b) Structural Practices shall be used to control erosion and trap sediment from areas remaining disturbed for more than 14 days.

(c) Sediment Barriers: Sheet flow runoff from denuded areas shall be intercepted by Silt Fence or Diversions to protect adjacent properties and water resources from sediment. Where intended to provide sediment control, Silt Fence shall be placed on a level contour. The relationship between the maximum drainage areas to Silt Fence for a particular slope is shown in the table below (placing silt fence in a parallel series does not extend the size of the drainage area).

Table 1: Silt Fence Applicability

Maximum drainage area (in acres) to Range of slope for a particular drainage area
100 linear feet of Silt Fence

(in percent)

0.5

< 2%

0.25

> 2% but < 20%

0.125

> 20% but < 50%

This does not preclude the use of other sediment barriers designed to control sheet flow runoff. The total runoff flow treated by a sediment barrier shall not exceed the design capacity for that sediment barrier. Straw Bale Barriers are not acceptable.

(d) Storm Water Diversion Practices: Storm water diversion practices shall be used to keep runoff away from disturbed areas and steep slopes where practicable. Such practices, which include Swales, Dikes or Berms, Pipe Slope Drains and Diversions, may receive storm water runoff from areas up to ten (10) acres. Storm water diversion practices alone are not considered a sediment control practice unless those are used in conjunction with a sediment settling pond.

(e) All sediment control practices must be capable of ponding runoff in order to be considered functional.

(f) Clearing and Grubbing will be done in two (2) or more phases. The first phase will include only those locations necessary to install the perimeter soil erosion, sediment and storm water control BMPs. After the perimeter controls are in place and functioning, the remaining phase(s) of clearing and grubbing may continue.

(g) Timing of Sediment Trapping Practices: Sediment control practices shall be functional throughout all phases of up slope earth disturbing activity. Settling facilities, perimeter controls and other practices intended to trap sediment shall be implemented prior to grading and within seven (7) days from the start of grubbing. They shall continue to function until the up slope development area is permanently restabilized. As construction progresses and the topography is altered, appropriate controls must be constructed or existing controls altered to address the changing drainage patterns.

(h) Stabilization of Denuded Areas: Disturbed areas must be stabilized as specified in the tables below, or according to the Ohio EPA NPDES Storm Water Permit Rules, whichever is most restrictive:

Table 2: Permanent Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any areas that will lie dormant for one year or more	Within seven days of the most recent disturbance
Any areas within 50 feet of a surface water of the state and at final grade	Within two days of reaching final grade
Other areas at final grade	Within seven days of reaching final grade within that area

Table 3: Temporary Stabilization

Area requiring temporary stabilization	Time frame to apply erosion controls
Any disturbed areas within 50 feet of a surface water of the state and not at final grade	Within two days of the most recent disturbance if the area will remain idle for more than 14 days
Any disturbed areas that will be dormant for more than 14 days but less than one year, and not within 50 feet of a surface water of the state	Within seven days of the most recent disturbance within the area For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s).
Disturbed areas that will be idle over winter	Prior to the onset of winter weather

(i) Sediment Settling Ponds: A sediment settling pond is required for any one of the following conditions:

- Concentrated storm water runoff (e.g., storm sewer or ditch);
- Runoff from drainage areas, which exceed the design capacity of silt fence or other sediment barriers;
- Runoff from drainage areas that exceed the design capacity of inlet protection;
- Runoff from common drainage locations with 10 or more acres of disturbed land.

Alternative controls can be used if the owner can show, in writing, that the Ohio EPA approved the use of alternatives that the owner demonstrated to be equivalent in effectiveness to a sediment settling pond.

(1) Where storm sewer drainage areas include 10 or more acres disturbed at one time, a temporary (or permanent) sediment settling pond must be provided until final stabilization of the site. In single-family residential construction, final stabilization is after the houses are built and permanent landscaping is done.

A. It is recommended that for drainage locations of less than 10 acres, smaller sediment settling basins and/or sediment traps be used.

(2) Each facility's storage capacity shall be no less than 1800 cubic feet of dewatering zone area per acre of total contributing drainage area and 1000 cubic feet per disturbed acre of sediment storage zone area. The storage volume will be measured from the bottom of the basin to the top of the primary (principle) spillway.

(3) Permanent storm water management ponds that are designed to trap sediment during construction shall be designed to provide for a slow release of sediment-laden water. The draw down time must be at least 48 hours, or meet the criteria in the Ohio Rainwater and Land Development manual whichever is most stringent.

(4) The design configuration between inlet(s) and the outlet of settling ponds must provide at least two units of length for each one unit of width (> 2:1 length to width ratio); a length to width ratio of 4:1 is recommended.

(5) The depth of the dewatering zone of the sediment settling pond must be less than or equal to five (5) feet.

(6) Sediment must be removed from the sediment settling ponds when the design capacity has been reduced by 40%.

(7) Public safety, especially as it relates to children, must be considered in the design. Alternative sediment controls must be used where site limitations would preclude a safe design.

(8) Temporary sediment settling ponds will not be constructed in any stream channel.

(j) Storm Sewer Inlet Protection:

(1) All storm sewer inlets that accept water runoff from the development area shall be protected so that sediment-laden water will not enter the storm sewer, unless the storm drain system drains to a Sediment Settling Pond and is exempted in writing by the Community Engineer. In areas where construction will be ongoing, such as subdivisions, the storm sewer protection shall be maintained until all up slope areas reach final stabilization, as determined by the Community Engineer.

(2) All inlets receiving runoff from drainage areas of one or more acres will require a sediment settling pond.

(3) At the end of this period the site owner shall hydraulically clean the storm sewers to the satisfaction of the Community Engineer. All sediments shall be removed from the system and shall not be flushed downstream.

(k) Storm Sewer and Other Drainage Outlets: All storm sewers, footer drains, roof gutter drains and all other drains will be outletted at the bottom of the slope. The slope below the outlet will be able to control the water being drained through the storm sewer or other drains without causing erosion of the stream or channel banks or channel bottom or other areas that the water is outletted on.

(l) Working Near, Or Crossing Streams and Wetlands:

(1) Construction vehicles shall avoid water resources, wetlands, riparian areas, and their setbacks. If construction vehicles must cross these areas during construction, an approved temporary crossing shall be constructed. Streams, including intermittent streams with a defined bed and banks, shall be restabilized immediately after in-channel work is completed, interrupted, or stopped. Erodible materials will not be used in making stream crossings.

(2) No soil, rock, debris, or any other material shall be dumped or placed into a water resource or into such proximity that it may slough, slip, or erode into a water resource unless such dumping or placing is authorized by the approving authority and, when applicable, the US Army Corps Of Engineers and Ohio EPA, for such purposes as, but not limited to, constructing bridges, culverts, and erosion or sediment control structures.

(3) If construction activities disturb areas adjacent to streams, structural practices shall be designed and implemented on site to protect the adjacent streams from the impacts of sediment runoff.

(4) No temporary or permanent sediment controls will be constructed in a stream channel.

(5) Streams and wetland setbacks required by the community will be implemented. As a minimum a setback of 25 feet, as measured from the ordinary high water mark of the surface water, will be maintained in its natural state as a permanent buffer.

(m) Construction Entrance:

(1) Measures shall be taken to prevent soil transport onto public roads, or surfaces where runoff is not checked by sediment controls.

(2) Stone with geotextile construction entrance(s) shall be implemented as required by the Community Engineer and the Ohio EPA. These will be planned and installed according to the requirements in the most recent edition of the Ohio Rainwater and Land Development manual.

(3) Where soil is transported onto a public road surface, the roads shall be cleaned thoroughly at the end of each day, or more frequently, in order to ensure public safety. Soil shall be removed from paved surfaces by shoveling or sweeping. Street washing shall be allowed only after shoveling or sweeping has removed most of the sediment and street sewer inlet protection is properly installed unless end of sewer sediment ponds exist and are properly functioning.

(4) Erodible material ramps in streets will not be used to enable equipment to cross curbs. Non-erosive materials (e.g. wood and stone) can be used.

(n) Unstable Soils:

(1) Unstable soils will be as determined by the local county Soil Survey or by a detailed soils report.

(2) The Community Engineer may require detailed soil reports when deemed necessary.

(3) Unstable soils prone to slipping or land sliding shall not be graded, excavated, filled or have loads imposed upon them unless the work is performed in accordance with a qualified professional engineer's recommendations to correct, eliminate, or adequately address the problems.

(o) Cut And Fill Slopes: Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion and slippage. Consideration shall be given to the length and steepness of the slope, soil type, up slope drainage area, groundwater conditions and slope stabilization. The minimum final unreinforced soil slopes will have a horizontal to vertical ratio of 2:1 (the horizontal will be two (2) times the vertical).

(p) Stabilization of Outfalls and Channels: Outfalls and constructed or modified channels shall be designed and constructed to withstand the expected velocity of flow from the planned post-development frequency storm without eroding. The planned post-construction velocity and flow shall include the entire contributing watershed. Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to provide non-erosive velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

(q) Establishment of Permanent Vegetation: A permanent vegetative cover shall be established on denuded areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until ground cover is achieved which, in the opinion of the Community Engineer, has 80% vegetative density over the entire disturbed area and provides adequate cover, and is mature enough to satisfactorily control soil erosion and survive adverse weather conditions.

(r) Disposition of Temporary Practices: All temporary soil erosion and sediment control practices shall be disposed of immediately after final site stabilization is achieved or after the temporary practices are no longer needed, unless otherwise required by the

Community Engineer. Trapped sediment shall be permanently stabilized to prevent further erosion. The Construction Maintenance Guarantee shall not be released by the Community until all temporary soil erosion and sediment control practices that are no longer needed have been removed, properly disposed of and any trapped sediment has been stabilized.

(s) Underground Utility Construction: The construction of underground utility lines, pipes, etc. shall be subject to the following criteria:

(1) Trenches shall remain open for no more than five days.

(2) There shall be no turbid discharges to surface waters resulting from dewatering activities. If trench or ground water contains sediment, it must pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site or to waters of the state.

(3) When discharging clean ground water care must be taken to ensure that it does not become pollutant laden by crossing over disturbed soils or other pollutant sources.

(t) Inspections:

(1) If inspections or other information indicates a control has been used inappropriately or incorrectly or it has failed, it must be replaced or modified for the site conditions.

(2) The owner of the development area shall have the site inspected for soil erosion, sediment control and other environmental concerns every seven (7) calendar days, and within twenty-four (24) hours of a 0.5 inch or greater rainfall event until the Community Engineer certifies the site as being stable. The Community Engineer certification does not relieve the permittee from meeting the Ohio EPA NPDES inspection requirements.

(3) The inspection frequency may be reduced to at least once every month if the entire site is temporarily stabilized or runoff is unlikely due to weather conditions (e.g., the site is covered with snow, ice, or the ground is frozen.) A waiver of inspection requirements is available until one month before thawing conditions are expected to result in a discharge if all of the following conditions are met: the project is located in an area where frozen conditions are anticipated to continue for extended periods of time (i.e., more than one month); land disturbance activities have been suspended; and the beginning and ending dates of the waiver period are documented. Once a definable area has been fully stabilized, you may mark this on your plans and no further inspection requirements apply to that portion of the site.

(4) Following each inspection, a checklist must be completed and signed by the qualified inspection personnel representative. At a minimum, the inspection report must include: i) the inspection date; ii) names, titles, and qualifications of personnel making the inspection; iii) weather information for the period since the last inspection including the timing, duration, and depth of any storms; iv) weather information and a description of any discharges occurring at the time of the inspection; v) location(s) of discharges of sediment or other pollutants from the site; vi) location(s) of BMPs that need to be maintained; vii) location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location; viii) location(s) where additional BMPs are needed that did not exist at the time of the inspection; and, ix) corrective action required including any necessary changes to the Comprehensive Storm Water Management Plan and implementation dates.

(5) The inspection log will include the date and actions taken to correct problems noted in past inspection logs.

(6) If the construction site is subject to Ohio EPA's National Pollutant Discharge Elimination System (NPDES) permit for construction activity, a copy of all of the required inspection sheets will be submitted to the Community Engineer within three (3) working days of the date that the inspection was conducted.

(7) Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system.

(8) Erosion and sediment controls identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly.

(9) Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters.

(10) Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.

(11) Sensitive areas including riparian and wetland setbacks shall be observed to ensure that they remain well marked and undisturbed.

(12) If the inspection reveals that a control practice is in need of repair or maintenance, with the exception of sediment settling ponds, it must be repaired or maintained within three (3) days of the inspection. Sediment settling ponds must be repaired or maintained within ten (10) days of the inspection.

(13) If any inspection reveals that a control practice fails to perform its intended function and that another, more appropriate control practice is required, the Construction Site Conservation Plan must be amended and the new control practice must be installed within 10 days of the inspection.

(14) If the inspection reveals that a control practice has not been implemented in the time required by this ordinance it must be installed within ten (10) days from the date of inspection.

(15) If the inspection reveals that a planned control practice is not needed, the record must contain a statement of explanation as to why the control practice is not needed.

(u) Control of Materials and Debris: Site management practices shall be implemented to prevent toxic materials, hazardous materials, or other debris from entering the Community's and state's water resources or wetlands. These practices shall include, but are not limited to, the following:

(1) A covered dumpster shall be made available for the proper disposal of construction site waste materials, garbage, plaster, drywall, grout, gypsum and etc. A second covered dumpster will be provided for the proper disposal of toxic and hazardous wastes.

(2) The washing of excess concrete material into a street, catch basin, or other public facility or natural resource shall not occur. A designated area for concrete washouts shall be made available and used for all concrete washouts.

(3) All fuel tanks and drums shall be stored in a marked storage area. A dike shall be constructed around this storage area with a minimum capacity equal to 110% of the volume of the largest container in the storage area. All additional requirements of the local

fire authority must be followed. If the fuel tanks have a self-contained "dike," the plug will be kept in the "dike" tank at all times.

(4) Any toxic or hazardous wastes and/or contaminated soils must be disposed of according to all applicable environmental laws and statutes. Local health districts and Ohio EPA can provide guidance on these issues.

(5) On a site with a prior industrial landuse or a site that is contaminated with gasoline, fuel oil, hydrocarbon based chemicals or other Ohio EPA regulated contaminants, the storm water is considered wastewater. A permit from Ohio EPA is required to address these sites.

(6) Proper permits shall be obtained for development projects on solid waste landfill sites.

(7) Paint, paint washing liquids, excess paints and other paint wastes are considered solid wastes and shall be disposed of in accordance with applicable state regulations. Appropriate handling of these wastes shall occur at the site so as to prevent the discharge of these wastes into surface or ground waters.

A. Water based paint washing liquids and small quantities of excess water based paints may be disposed of by flushing down a connected sanitary sewer but may not be disposed of in an on- lot disposal system.

B. All other paints, paint thinners, and paint cleaning materials will be disposed of in the site's hazardous waste disposal dumpster.

(8) Restroom facilities will be provided for site workers at all times that workers are present on the site and during all phases of the construction.

(9) All required permits from appropriate federal, state, or local agencies are required to develop land with a previous industrial or commercial use or another use that may have led to soil contamination by a regulated pollutant.

(v) Pre-winter Stabilization: If the development area will, or is planned to remain, active through the winter months, the owner of the development area shall hold a Pre-Winter Stabilization Meeting. The meeting will be held before October 1. The owner shall invite the operator, developer, engineer, contractor, Community Engineer and anyone else requested by the Community Engineer to the meeting.

(w) Storm Water Basins:

(1) Pool Geometry: The minimum length-to-width ratio for the pond is 3:1 (the length will be three (3) times the width).

(2) Riser in Embankment: The riser shall be located within the embankment for purposes of maintenance access. Access to the riser will be by manholes.

(3) Water Drains: Each retention basin shall have a drainpipe that can completely drain the pond. The drain shall have an elbow within the pond to prevent sediment deposition from plugging the drain.

(4) Adjustable Gate Valves: Both the storm water management and water quality basin drains shall have adjustable gate valves. Valves shall be located inside the riser at a point where they will remain dry and can be operated in a safe and convenient manner. During the annual inspections the valves shall be fully opened and closed at least once, and the certifying official shall attest to this on the inspection form. To prevent vandalism, the handwheel shall be chained to a ringbolt or manhole step.

(5) Principal Spillway: Each principal spillway shall be designed in accordance with the NRCS standards and specifications for the office serving the county. Each principal spillway shall have the capacity to pass the 100-year design storm flow. The inlet or riser size for the pipe drops shall be designed so that the flow through the structure goes from weir flow control to pipe flow control without going into orifice control in the riser. The crest elevation of the primary spillway shall be no less than one foot below the emergency spillway crest. Premium joint pipe is required and a removable trash rack shall be installed at each location. Anti-seep collars shall be provided for all pipe conduits through an embankment.

(6) Emergency Spillway: An emergency spillway shall be provided on each storm water management basin. Emergency spillways shall convey flood flows safely past the embankment, and shall be designed in accordance with NRCS standards and specifications for the office serving the local county. Emergency spillways shall have a 100-year design storm capacity unless exempted in writing by the Community Engineer.

(7) Embankments: Each dam embankment shall be designed in accordance with the NRCS standards and specifications for the office serving the county that the project is located in. Anti-seep collars shall be provided for all pipe conduits through an embankment.

(8) Safety Features:

A. The primary spillway opening shall not permit access to the public and other non-maintenance personnel.

B. The perimeter of all water pool areas that are deeper than three (3) feet shall be surrounded by benches that meet the following:

1. A safety bench, with a maximum slope of 3%, which extends outward, on dry land, from the shoreline. This bench will be a minimum of 25 feet wide to provide for the safety of individuals and maintenance vehicles that are adjacent to the water pool. The safety bench may be landscaped, without the use of structures, to prevent access to the water pool.

2. Side slopes between the safety bench and the aquatic bench shall not be steeper than 3:1 (3 feet horizontal for every 1 foot vertical).

3. An aquatic bench that extends inward from the shoreline far enough to ensure public safety and has a maximum depth of 15 inches below the normal water surface elevations. The aquatic bench may be landscaped to prevent access to the deeper water pool.

4. Side slopes beyond the aquatic bench and below the permanent water level shall not be steeper than 2:1 (2 feet horizontal for every 1 foot vertical).

5. The contours of the pond will be designed and managed to eliminate drop-offs and other hazards.

6. Side slopes getting to the pond shall not exceed 3:1 and shall terminate on a safety bench.

7. Soil erosion and sediment control practices used to satisfy these standards shall meet the standards and specifications in the current edition of the Ohio Rainwater and Land Development manual, NRCS Field Office Technical Guide for the local county or the Ohio EPA, whichever is most stringent.

(x) These standards are general guidelines and shall not limit the right of the Community Engineer to impose at any time additional, more stringent requirements, nor shall the standards limit the right of the Community Engineer to waive, in writing, individual requirements.

(y) Soil limitations shall be determined by using the current edition of the county soil survey written by the NRCS, USDA.

(z) Methods for controlling increases in storm water runoff peaks and volumes may include, but are not limited to:

(1) Retarding flow velocities by increasing friction; for example, grassed road ditches rather than paved street gutters where practical, discharging roof water to vegetated areas, or grass and rock- lined drainage channels.

(2) Grading and use of grade control structures to provide a level of control in flow paths and stream gradients.

(3) Induced infiltration of increased storm water runoff into soil, where practical; for example, constructing special infiltration areas where soils are suitable, retaining topsoil for all areas to be vegetated, or providing good infiltration areas with proper emergency overflow facilities.

(4) Provisions for detention and retention, for example, permanent retention ponds and lakes, dry detention basins, and subsurface detention tanks.

(Ord. 2013-40. Passed 9-24-13.)

1315.12 STREAM CHANNEL, FLOODPLAIN EROSION DESIGN CRITERIA, AND INFILTRATION POST CONSTRUCTION PRACTICES WITH MAXIMUM DRAIN TIMES .

(a) Runoff Rate: The peak runoff rate from the development area shall not be greater after development than it was before development. The applicant shall provide calculations proving no increase in the runoff rates from the one (1), two (2), five (5), ten (10), twenty-five (25), fifty (50) and one hundred (100) year storms.

(b) Runoff Volume: Increases in the runoff volume shall be offset by further restricting runoff rates. Based on the increase in runoff volume, the applicant shall determine the critical storm for the development area. The runoff rate from the critical storm shall be restricted to the one (1) year pre- development storm runoff rate. The critical storm shall be calculated as follows:

(1) Determine the total volume of runoff from a one-year frequency, twenty-four hour storm, occurring on the development area before and after development.

(2) From the volumes in paragraph (1) determine the percent of increase in volume of runoff due to development according to the equation $(Q \text{ after} \div \text{the } Q \text{ before}) \times 100$ and, using this percentage, select the critical storm from this table:

Table 4: Critical Storm Selection

The Percentage Increase in Volume Of Runoff is:

Equal To Or Greater Than	And Less Than	The 24-hour "Critical Storm" For Discharge Will Be
0	10	1 Year
10	20	2 Years
20	50	5 Years
50	100	10 Years
100	250	25 Years
250	500	50 Years
500	---	100 Years

(c) Detention Or Retention Basin Exemption For Redevelopment Or For Expansion Of Existing Facilities:

(1) For any development regulated by this ordinance, the construction of a detention or retention basin may not be required for the development if the post-development peak discharge for a 100 year frequency 24 hour storm increases the existing peak discharge by one (1) cubic foot per second or less using the TR-55 method of calculation or other method approved by the Community Engineer. The Community Engineer can waive this requirement if existing storm sewers and drainage structures can safely handle the expected increase in flow.

(2) Only one (1) exemption will be allowed per parcel. Any subsequent expansion must provide for detention or retention and must include the previously exempted area.

(d) Where the Community Engineer determines that site constraints exist in a manner that compromises the intent of this ordinance to improve the management of storm water runoff as established in this section, practical alternatives may be used to result in an improvement of water quality and/or a reduction of storm water runoff. Such alternatives must be in keeping with the intent and likely cost of those measures that would otherwise be required to meet the objectives of this section. When possible, all practical alternatives shall be implemented within the drainage area of the proposed development project. Practical alternatives can include, but are not limited to:

(1) Fees shall be paid in an amount specified by the Community Engineer. These fees shall be applied by the Community to storm water management practices that reduce existing storm water runoff.

(2) Implementation of off-site storm water management practices.

(3) Watershed or stream restoration.

(4) Retrofitting of an existing storm water management practice.

(5) Other practices approved by the Community Engineer in keeping with the intent of this section.

(e) Table 4b: Infiltration Post Construction Practices with Maximum Drain Times

Table 4b Infiltration Post-Construction Practices with Maximum Drain Times

Infiltration Practices	Maximum Drain Time of WQv
Bioretention Area/Cell ^{1,2}	24 hours
Infiltration Basin ²	24 hours
Infiltration Trench ³	48 hours
Permeable Pavement – Infiltration ³	48 hours
Underground Storage – Infiltration ^{3,4}	48 hours

Notes:

1. Bioretention soil media shall have a permeability of approximately 1 – 4 in/hr. Meeting the soil media specifications in the Rainwater and Land Development manual is considered compliant with this requirement. Bioretention cells must have underdrains unless in-situ conditions allow for the WQv (surface ponding) plus the bioretention soil (to a depth of 24 inches) to drain completely within 48 hours.
2. Infiltrating practices with the WQv stored aboveground (bioretention, infiltration basin) shall fully drain the WQv within 24 hours to minimize nuisance effects of standing water and to promote vigorous communities of appropriate vegetation.
3. Subsurface practices designed to fully infiltrate the WQv (infiltration trench, permeable pavement with infiltration, underground storage with infiltration) shall empty within 48 hours to recover storage for subsequent storm events.
4. Underground storage systems with infiltration must have adequate pretreatment of suspended sediments included in the design and documented in the SWP3 in order to minimize clogging of the infiltrating surface. Pretreatment shall concentrate sediment in a location where it can be readily removed. Examples include media filters situated upstream of the storage or other suitable alternative approved by Ohio EPA. For infiltrating underground systems, pretreatment shall be 80% effective at capturing total suspended solids according to the testing protocol established in the Alternative Post-Construction BMP Testing Protocol.

(Ord. 2013-40. Passed 9-24-13.)

1315.13 COMPLIANCE WITH OTHER RULES AND REGULATIONS.

(a) Ohio Dam Safety Laws: The provisions of the Ohio Dam Safety Laws shall be followed. Proof of compliance with the Ohio Dam Safety Law administered by the ODNR Division of Water shall be, but is not limited to, a copy of the ODNR Division of Water permit number or a copy of the project approval letter from the ODNR Division of Water or a letter from the site owner explaining why the Ohio Dam Safety Law is not applicable. The written proof will be provided to the Community Engineer before a construction permit will be issued.

(b) NPDES Permits: The provisions of the National Pollutant Discharge Elimination System (NPDES) Permits, issued by the Ohio EPA, shall be followed. Proof of compliance shall be, but is not limited to, a copy of the Ohio EPA NPDES Permit number or a letter from the site owner explaining why the NPDES Permit is not applicable. The written proof will be provided to the Community Engineer before a construction permit will be issued.

(c) Federal and State Wetland Permits: The provisions of the U.S. Army Corps of Engineers dredge and fill permits for federally-protected wetlands shall be followed. The provisions of Ohio EPA's Isolated Wetlands Permits shall also be followed. Wetlands and other waters of the United States shall be delineated by protocols accepted by the U.S.

Army Corps of Engineers and the Ohio EPA at the time of the application of these regulations. Written proof of compliance with both permit programs will be provided to the Community Engineer before a construction permit will be issued. Proof of compliance shall be, but is not limited to, the following:

A copy of the U.S. Army Corps of Engineers Individual Permit, if required for the project, showing project approval and any restrictions that apply to site activities; or a site plan showing that any proposed fill of waters of the United States conforms to the general and specific conditions specified in the applicable Nationwide Permit; or a letter from the site owner verifying that a qualified professional has surveyed the site and found no wetlands or other waters of the United States. Such a letter shall be noted on site plans submitted to the Community. (Ord. 2013-40. Passed 9-24-13.)

1315.14 VIOLATIONS.

No person shall violate, or cause, or knowingly permit to be violated, any of the provisions of these regulations, or fail to comply with any such provisions or with any lawful requirements of any public authority made pursuant to these regulations, or knowingly use or cause or permit the use of any lands in violation of these regulations or in violation of any permit granted under these regulations. (Ord. 2013-40. Passed 9-24-13.)

1315.15 CONSTRUCTION AND MAINTENANCE GUARANTEE.

(a) All permanent storm water, soil erosion, other wastes control, and water quality practices not specifically waived by the Community shall be constructed prior to the granting of the Final Plat Approval. Upon the request of the owner, the Community may defer the construction or installation of a permanent storm water, soil erosion, sediment, or other wastes control or water quality practice prior to the approval of the final plat where, in the Community Engineer's judgment, such proper construction or installation is not immediately necessary for the protection of the public health and safety; and where the prior installation or construction of such improvement would constitute an undue hardship on the owner because in the case of new vegetation or weather conditions, or because in the case of concrete, building construction could cause cracking and excessive wear and tear on new structures. In such event, the Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that such deferred improvements will be properly constructed or installed within an agreed specified time, but not to exceed six (6) months after the filing of such final plat.

(b) The owner will provide a maintenance guarantee for all permanent improvements, and soil erosion, wastes controls, and water quality practices.

(c) The Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that the planned temporary and permanent soil erosion, sediment, and other wastes controls and water quality practices will be constructed and removed in a timely manner, as determined by the Community Engineer.

(1) The Guarantee: The guarantee of both performance and maintenance will be in the form of a Security Bond, Escrow Account, Verified Check or Cash. The Security Bond, Escrow Account, Verified Check or Cash will be used by the Community to complete any

guaranteed construction or removal of improvements or temporary and permanent soil erosion, sediment, and other wastes control practices that are not adequately completed, maintained or removed by the owner in a timely manner, as determined by the Community Engineer. The Security Bond, Escrow Account, Verified Check or Cash will be in the total amount of both the performance guarantee and the maintenance guarantee. Ohio municipalities and counties may require performance bonds or other guarantees for water management improvement as stated in the ORC Chapter 711.101.

A. Security Bond, Escrow Account, Verified Check or Cash shall be deposited with the Community prior to review by the Community Engineer and/or its consultants to cover professional services of the Community Engineer, Building Commissioner, Zoning Inspector and/or other experts required by the Community Engineer, Community Council, Mayor or Review Boards.

B. No soil disturbing activities shall be permitted until a Security Bond, Escrow Account, Verified Check or Cash has been posted to the satisfaction of the Community Engineer sufficient for the Community to perform the obligations otherwise to be performed by the owner or person responsible for the development area as stated in this regulation, and to allow all work to be performed as needed in the event that the owner or person responsible for the development area fails to comply with the provisions of this regulation. The Security Bond, Escrow Account, Verified Check or Cash shall be released only after all work required by this regulation has been completed to the satisfaction of the Community Engineer and all permit and inspection fees required by these regulations have been paid in full.

C. No project subject to this regulation shall commence without the Construction Site Conservation Plan having been approved by the Community Engineer.

(2) Performance Guarantee: The furnishing of a performance guarantee will be maintained in an amount of not less than 120% of the estimate approved by the Community Engineer, of installation of the deferred improvements.

(3) Maintenance Guarantee: The maintenance guarantee shall be maintained for a period of not less than 2 (two) years after final acceptance of the storm water, soil erosion, sediment, and other wastes control practices in an amount equal to 20% of the estimate approved by the Community Engineer, of the construction and, where necessary, removal of such practices.

(4) Time Extension: The Community Engineer may extend for cause the time allowed for the installation of the improvements for which the performance guarantee has been provided with the receipt of a written request from the owner.

(5) Completion: Upon completion of the construction of improvements or temporary and/or permanent, soil erosion, sediment, and other wastes control practices and the removal of the temporary soil erosion, sediment, and other wastes control practices for which the performance guarantee has been provided the owner shall notify the Community Engineer of this fact.

(6) Inspection: The Community will not release the Security Bond, Escrow Account, Verified Check or Cash guarantee until the Community Engineer has inspected the site to ensure that the guaranteed item(s) have been completed and/or removed.

(7) Slow Release Devices: Performance and maintenance guarantees will be maintained on the temporary sediment removal slow release devices installed in detention and retention basins until the entire site has reached final soil stabilization. Final stabilization in single-family residential developments is when 90% of the homes are constructed with their lawns completely installed and any remaining unbuilt lots having been permanently stabilized with a uniform ground cover at a growth density of 80% or better.

(8) Release: The Construction Maintenance Guarantee shall not be released by the Community until all temporary soil erosion and sediment control practices that are no longer needed have been removed, properly disposed of and any trapped sediment has been stabilized.

(Ord. 2013-40. Passed 9-24-13.)

1315.16 APPLICATION PROCEDURES FOR CONSTRUCTION CONSERVATION PLANS (CCP).

(a) This plan will be combined with the Post-Construction Water Quality plans that have also been developed for the site.

(b) Plans developed by the site owners and approved by the Community in accordance with this regulation do not relieve the site owner of responsibility for obtaining and complying with all other necessary permits and/or approvals from federal, state, county, and local agencies and departments. If requirements vary, the most stringent requirement shall be followed. Plans submitted to the Community Engineer for review and approval shall be accompanied by all other required permits and documentation relevant to the project, including but not limited to the permits required and issued by the US Army Corps of Engineers, Ohio EPA and ODNR Division of Water.

(c) Three (3) sets of the plans and necessary data required by this regulation shall be submitted to the Community Engineer with text material being submitted on 8.5 by 11 inch paper and drawings on no larger than 24 by 36 inch sized paper. Submittals shall include:

(1) At the preliminary plan approval request, the preliminary plans only need to show all of the following existing and planned features: streams, water bodies, wetlands, riparian and wetland setback areas, permanent BMPs and storm water management detention and retention basins.

(2) At the improvement plan approval request, the entire Comprehensive Storm Water Management Plan must be submitted.

(d) The Community Engineer shall review the plans, and shall approve or return these with comments and recommendations for revisions within thirty (30) working days after receipt of the plan as described above. A plan rejected because of deficiencies shall receive a report stating specific problems. At the time of receipt of a revised plan, another thirty (30) day review period shall begin.

(e) Approved plans shall remain valid for two (2) years from the date of approval. After two (2) years the plan(s) approval automatically expires.

(f) No soil disturbing activity shall begin before all necessary local, county, state and federal permits have been granted to the owner or operator.

(g) The Community will do construction inspections until the site reaches final stabilization as determined by the Community Engineer.

(Ord. 2013-40. Passed 9-24-13.)

1315.17 RESERVED.

1315.18 RESERVED.

1315.99 PENALTY.

(a) Whoever violates or fails to comply with any provision of this regulation is guilty of a misdemeanor of the first degree and shall be fined no more than one thousand dollars (\$1,000.00) or imprisoned for no more than one hundred eighty (180) days, or both, for each offense.

(b) A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(c) Upon notice from the Community Engineer, or designated representative, that work is being performed contrary to this regulation, such work shall immediately stop. Such notice shall be in writing and shall be given to the owner or person responsible for the development area, or person performing the work, and shall state the conditions under which such work may be resumed; provided, however, in instances where immediate action is deemed necessary for public safety or the public interest, the Community Engineer may require that work be stopped upon verbal order pending issuance of the written order.

(d) The imposition of any other penalties provided herein shall not preclude the Community, by or through its Law Director and/or any of their assistants, from instituting an appropriate action or proceeding in a Court of Proper Jurisdiction to prevent an unlawful development or to restrain, correct or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, or ordinances, rules or regulations or the orders of the Community Engineer.

(Ord. 2013-40. Passed 9-24-13.)

ORDINANCE NO. 2022-17

AN ORDINANCE AMENDING AND RESTATING CHAPTER 1315 STORM WATER MANAGEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, on September 24, 2013, the City of Huron (“City”) passed Ordinance No. 2013-40 establishing Chapter 1315 of the Codified Ordinance to provide regulations for controlling construction site erosion, sediment, and other wastes and storm water runoff; and

WHEREAS, per requirements mandated by the OEPA, the City has worked with the Erie Water and Soil Conservation District (EWSCD) to make routine updates to Chapter 1315 Storm Water Management of the Codified Ordinances to better comply with Ohio’s General Permit construction standards; and

WHEREAS, the City hereby adopts a new and amended and restated ordinance to address the changes requested by EWSCD to comply with OEPA mandates and Ohio General Permit construction standards to protect the peace, health, safety, and welfare of residents of the City; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

Section 1. That Chapter 1315 Storm Water Management of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows: (refer to Exhibit “A” attached), shall be and hereby is repealed.

Section 2. That Chapter 1315 Storm Water Management of the Codified Ordinances of the City of Huron, Ohio is hereby amended to read as follows: (refer to Exhibit “B” attached)

Section 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents; and, additionally, in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately. **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CHAPTER 1315

Storm Water Management

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CROSS REFERENCES

Plans and fees under Ohio Building Code - see BLDG. 1301.10

1315.01 DEFINITIONS.

As used in this chapter:

- (a) **APPROVING AUTHORITY:** The official responsible for administering the applicable program(s).
- (b) **BEST MANAGEMENT PRACTICE (BMP):** Any practice or combination of practices that is determined to be the most effective, practicable (including technological, economic, and institutional considerations) means of preventing or reducing the amount of pollution generated by nonpoint sources of pollution to a level compatible with water quality goals. BMPs may include structural practices, conservation practices and operation and maintenance procedures.
- (c) **CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC):** A person that has subscribed to the Code of Ethics and have met the requirements established by the CPESC Council of Certified Professional In Erosion and Sediment Control, Inc. to be a Certified Professional in Erosion and Sediment Control.
- (d) **CHANNEL:** A natural stream that conveys water, or a ditch or channel excavated for the natural flow of water.
- (e) **CONCENTRATED STORM WATER RUNOFF:** Surface water runoff which converges and flows primarily through water conveyance features such as swales, gullies, waterways, channels or storm sewers, and which exceeds the maximum specified flow rates of filters or perimeter controls intended to control sheet flow.
- (f) **CONSERVATION:** The wise use and management of natural resources.
- (g) **CUT AND FILL SLOPES:** A portion of land surface or area from which soil material is excavated and/or filled.
- (h) **DENUDED AREA:** A portion of land surface on which the vegetation or other soil stabilization features have been removed, destroyed or covered, and which may result in or contribute to erosion and sedimentation.
- (i) **DETENTION BASIN:** A storm water management pond that remains dry between storm events. Storm water management ponds include a properly engineered/designed volume which is dedicated to

the temporary storage and slow release of runoff waters.

- (j) **DEVELOPMENT AREA:** Any tract, lot, or parcel of land, or combination of tracts, lots or parcels of land, which are in one ownership, or are contiguous and in diverse ownership, where earth-disturbing activity is to be performed.
- (k) **DITCH:** An excavation, either dug or natural, for the purpose of drainage or irrigation, and having intermittent flow.
- (l) **DUMPING:** The grading, pushing, piling, throwing, unloading or placing of soil or other material.
- (m) **EARTH DISTURBING ACTIVITY:** Any grading, excavating, filling, or other alteration of the earth's surface where natural or man-made ground cover is destroyed.
- (n) **EARTH MATERIAL:** Soil, sediment, rock, sand, gravel, and organic material or residue associated with or attached to the soil.
- (o) **EROSION:** The process by which the land surface is worn away by the action of water, wind, ice or gravity.
- (p) **EXISTING:** In existence at the time of the passage of these regulations.
- (q) **FREQUENCY STORM:** A rainfall event of a magnitude having a specified average recurrence interval and is calculated with Natural Resources Conservation Service, USDA Type II twenty-four hour curves or depth-duration frequency curves.
- (r) **GRADING:** Earth disturbing activity such as excavation, stripping, cutting, filling, stockpiling, or any combination thereof.
- (s) **GRUBBING:** Removing, clearing or scalping material such as roots, stumps or sod.
- (t) **LARGER COMMON PLAN OF DEVELOPMENT OR SALE:** A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.
- (u) **LANDSLIDE:** The rapid mass movement of soil and rock material downhill under the influence of gravity in which the movement of the soil mass occurs along an interior surface of sliding.
- (v) **LOCAL COUNTY SWCD:** The local county Soil and Water Conservation District.
- (w) **NATURAL RESOURCES CONSERVATION SERVICE (NRCS):** An agency of the United States Department of Agriculture, formerly known as the Soil Conservation Service (SCS).
- (x) **NPDES PERMIT:** A National Pollutant Discharge Elimination System Permit issued by Ohio EPA under the authority of the USEPA, and derived from the Federal Clean Water Act.
- (y) **OHIO EPA:** The Ohio Environmental Protection Agency.
- (z) **ORDINARY HIGH WATER MARK:** The point of the bank or shore to which the presence and action of surface water is so continuous as to leave a district marked by erosion, destruction or prevention of woody terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
- (aa) **OUTFALL:** An area where water flows from a structure such as a conduit, storm sewer, improved channel or drain, and the area immediately beyond the structure which is impacted by the velocity of flow in the structure.
- (bb) **PERSON:** Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, township, county, state agency, the federal government, or any combination thereof.
- (cc) **PROFESSIONAL ENGINEER:** A person registered in the State of Ohio as a Professional Engineer, with specific education and experience in water resources engineering, acting in strict conformance with the Code of Ethics of the Ohio Board of Registration for Engineers and Surveyors.
- (dd) **QUALIFIED INSPECTION PERSONNEL:** A person knowledgeable in the principles and practice of erosion and sediment controls, who possesses the skills to assess all conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity.
- (ee) **REDEVELOPMENT:** The demolition or removal of existing structures or land uses and construction of new ones.
- (ff) **RETENTION BASIN:** A storm water management pond that maintains a permanent pool of water. These storm water management ponds include a properly engineered/designed volume dedicated to the temporary storage and slow release of runoff waters.

- (gg) **RIPARIAN AREA:** Naturally vegetated land adjacent to watercourses which, if appropriately sized, helps to stabilize streambanks, limit erosion, reduce flood flows, and/or filter and settle out runoff pollutants, or which performs other functions consistent with the purposes of these regulations.
- (hh) **RIPARIAN SETBACK:** Those lands within the Community which are alongside streams where earth disturbing activities will not take place and natural vegetation will not be removed.
- (ii) **SEDIMENT:** Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity or ice, and has come to rest on the earth's surface either on dry land or in a body of water.
- (jj) **SEDIMENT SETTLING POND:** A temporary Sediment Pond that releases runoff at a controlled rate. It is designed to slowly release runoff, detaining it long enough to allow most of the sediment to settle out of the water. The outlet structure is usually a designed pipe riser and barrel. The entire structure is removed after construction. Permanent storm water detention structures can be modified to function as temporary Sediment Basins.
- (kk) **SEDIMENT CONTROL:** The limiting of sediment being transported by controlling erosion or detaining sediment-laden water and, allowing the sediment to settle out.
- (ll) **SEDIMENT BARRIER:** A sediment control device such as a geotextile Silt Fence or a grass Filter Strip, usually capable of controlling only small flow rates. (Straw bale barriers are not acceptable.)
- (mm) **SEDIMENT POLLUTION:** A failure to use management or conservation practices to control wind or water erosion of the soil and to minimize the degradation of water resources by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for commercial, industrial, residential, or other purposes.
- (nn) **SENSITIVE AREA:** An area or water resource that requires special management because of its susceptibility to sediment pollution, or because of its importance to the well-being of the surrounding communities, region, or the state and includes, but is not limited to, the following:
 - (1) Ponds, wetlands or small lakes with less than five acres of surface area;
 - (2) Small streams with gradients less than ten feet per mile with average annual flows of less than 3.5 feet per second containing sand or gravel bottoms.
 - (3) Drainage areas of a locally or Ohio designated Scenic River.
 - (4) Riparian and wetland areas.
- (oo) **SETTLING POND:** A runoff detention structure, such as a Sediment Basin or Sediment Trap, which detains sediment-laden runoff, allowing sediment to settle out.
- (pp) **SHEET FLOW:** Water runoff in a thin uniform layer or rills and which is of small enough quantity to be treated by sediment barriers.
- (qq) **SLIP:** A landslide as defined under "Landslides."
- (rr) **SLOUGHING:** A slip or downward movement of an extended layer of soil resulting from the undermining action of water or the earth disturbing activity of man.
- (ss) **SOIL:** Unconsolidated erodible earth material consisting of minerals and/or organics.
- (tt) **SOIL CONSERVATION SERVICE, USDA:** The federal agency now titled the "Natural Resources Conservation Service," which is an agency of the United States Department of Agriculture.
- (uu) **SOIL EROSION AND SEDIMENT CONTROL PLAN:** A written and/or drawn soil erosion and sediment pollution control plan to minimize erosion and prevent off-site sedimentation throughout all earth disturbing activities on a development area.
- (vv) **SOIL EROSION AND SEDIMENT CONTROL PRACTICES:** Conservation measures used to control sediment pollution and including structural practices, vegetative practices and management techniques.
- (ww) **SOIL STABILIZATION:** Vegetative or structural soil cover that controls erosion, and includes permanent and temporary seeding, mulch, sod, pavement, etc.
- (xx) **SOIL SURVEY:** The official soil survey produced by the Natural Resources Conservation Service, USDA in cooperation with the Division of Soil and Water Conservation, ODNR and the local Board of County Commissioners.
- (yy) **STORM WATER CONTROL STRUCTURE:** Practice used to control accelerated storm water runoff from development areas.
- (zz) **STORM WATER CONVEYANCE:** All storm sewers, channels, streams, ponds, lakes, etc., used for conveying concentrated storm water runoff, or for storing storm water runoff.

- (aaa) **STORM WATER POLLUTION PREVENTION PLAN (SWP3):** The plan required by Ohio EPA to meet the requirements of its National Pollutant Discharge Elimination System (NPDES) Permit program for construction activities.
- (bbb) **STREAM:** A body of water running or flowing on the earth's surface, or a channel with a defined bed and banks in which such flow occurs. Flow may be seasonally intermittent.
- (ccc) **UNSTABLE SOIL:** A portion of land surface or area which is prone to slipping, sloughing or landslides, or is identified by Natural Resources Conservation Service methodology as having a low soil strength.
- (ddd) **USEPA:** The United States Environmental Protection agency.
- (eee) **WASTEWATER:** Any water that is contaminated with gasoline, fuel oil, hydrocarbon based chemicals, paint, paint washing liquids or other paint wastes, sanitary wastes, or any other Ohio EPA regulated contaminants.
- (fff) **WATERCOURSE:** Any natural, perennial, or intermittent channel with a defined bed and banks, stream, river or brook.
- (ggg) **WATER RESOURCES:** All streams, lakes, ponds, wetlands, water courses, waterways, drainage systems, and all other bodies or accumulations of surface water, either natural or artificial, which are situated wholly or partly within, or border upon this state, or are within its jurisdiction, except those private waters which do not combine or affect a junction with natural surface waters.
- (hhh) **WETLAND:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas. (40 Codified Federal Register (CFR) 232, as amended). Wetlands shall be delineated by a site survey approved by the Community using delineation protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the time of application of this regulation. If a conflict exists between the delineation protocols of these two agencies, the delineation protocol that results in the most inclusive area of wetlands shall apply.
- (iii) **WETLAND SETBACK:** Those lands adjacent to wetlands where earth disturbing activities will not take place and natural vegetation will not be removed.
- (jjj) **WINTER:** October 1 to April 1 of each year.
(Ord. 2013-40. Passed 9-24-13.)

1315.02 PURPOSE.

(a) The intent of this regulation is to establish consistent technically feasible and operationally practical standards to achieve a level of storm water management, and erosion and sediment control that will minimize damage to public and private property and the degradation of water resources, and will promote and maintain the health, safety, and welfare of the residents of the Community.

(b) This regulation further intends, but is not limited, to:

- (1) Allow development while minimizing increases in downstream flooding, erosion, and sedimentation.
- (2) Reduce damage to receiving water resources and drainage systems that are caused by new development or redevelopment activities.
- (3) Control storm water runoff resulting from soil disturbing activities.
- (4) Assure that development site owners control the volume and rate of storm water runoff originating from their property so that surface water and ground water are protected, soil erosion is controlled, and flooding potential is not increased.
- (5) Preserve to the maximum extent practicable the natural drainage characteristics of the building site and minimize the need to construct, repair, and replace enclosed storm drain systems.
- (6) Preserve to the maximum extent practicable natural infiltration and groundwater recharge, and maintain subsurface flow that replenishes water resources, wetlands, and wells.
- (7) Assure that storm water controls are incorporated into site planning and design at the earliest possible stage.
- (8) Prevent unnecessary stripping of vegetation and loss of soil, especially adjacent to water resources and wetlands.
- (9) Reduce the need for costly maintenance and repairs to roads, embankments, sewage systems, ditches, water resources, wetlands, and storm water management practices that are the result of inadequate soil erosion, sediment and storm water control.

- (10) Reduce the long-term expense of remedial projects needed to address problems caused by inadequate storm water, erosion and sediment control.
- (11) Require the construction of storm water management practices that serve multiple purposes including flood control, soil erosion and sediment control, and require water quality protection; and encourage such practices that promote recreation and habitat preservation.
- (12) Ensure that all storm water management, soil erosion and sediment control practices are properly designed, constructed, and maintained.

(Ord. 2013-40. Passed 9-24-13.)

1315.03 DISCLAIMER OF LIABILITY.

Neither submission of a plan under the provisions herein, nor compliance with the provisions of these regulations, shall relieve any person or entity from responsibility for damage to any person or property that is otherwise imposed by law.

(Ord. 2013-40. Passed 9-24-13.)

1315.04 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY.

(a) Where this chapter imposes a greater restriction upon land than is imposed or required by other Community provisions of law, ordinance, contract or deed, the provisions of this ordinance shall prevail.

(b) If a court of competent jurisdiction declares any clause, section, or provision of these regulations invalid or unconstitutional, the validity of the remainder shall not be affected thereby.

(c) These regulations shall not be construed as authorizing any person to maintain a private or public nuisance on their property. Compliance with the provisions of this regulation shall not be a defense in any action to abate such nuisance.

(d) Failure of the Community to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the owner from the responsibility for the condition or damage resulting there from, and shall not result in the Community, its officers, employees, or agents being responsible for any condition or damage resulting there from.

(Ord. 2013-40. Passed 9-24-13.)

1315.05 EFFECTIVE DATE.

This chapter and its regulations shall become effective upon their passage.

(Ord. 2013-40. Passed 9-24-13.)

1315.06 SCOPE.

This chapter applies to development areas having new or relocated projects involving highways, underground cables, pipelines, subdivisions, industrial projects, commercial projects, building activities on farms, redevelopment of urban areas and all other land uses not specifically exempted. This ordinance does not apply to:

- (a) Land disturbing activities related to producing agricultural crops or Silviculture operations regulated by the Ohio Agricultural Sediment Pollution Abatement Rules (1501: 15-3-01 to 1501: 15-3-09 of the Ohio Administrative Code) and existing at the time of passage of this regulation.
- (b) Coal surface mining operations regulated by Chapter 1513 of the Ohio Revised Code and existing at the time of passage of this regulation.
- (c) Other surface mining operations regulated by Chapter 1514 of the Ohio Revised Code and existing at the time of passage of this regulation.

(Ord. 2013-40. Passed 9-24-13.)

1315.07 CONSULTATIONS.

In implementing these regulations the Community Engineer or other Community officials may consult with the local county SWCD, state and federal agencies and other technical experts as necessary. Any costs associated with such consultations may be assessed to the applicant or his or her designated representative. (Ord. 2013-40. Passed 9-24-13.)

1315.08 CONSTRUCTION SITE CONSERVATION PLAN.

In order to control storm water damage and sediment pollution of water resources, wetlands, riparian areas, other natural areas, and public and private lands, the owner of each development area shall be responsible for developing a comprehensive Construction Site Conservation Plan. This plan will address storm water

management (volume and peak rate of runoff), soil erosion, sediment and other wastes control. This plan must contain a description of controls appropriate for each construction operation covered by these regulations, and the operator must implement the planned controls in a timely manner. The plan and BMPs used to satisfy the conditions of these regulations shall meet the standards and specifications in the current edition of the Ohio Rain Water and Land Development manual. The plan must make use of the practices that preserve the existing natural condition to the Maximum Extent Practicable. The plan shall identify the subcontractors engaged in activities that could impact storm water runoff. The Construction Site Conservation Plan shall contain signatures from all of the identified subcontractors indicating that they have been informed and understand their roles and responsibilities in complying with the Construction Site Conservation Plan.

- (a) Development Sites Under 1 (One) Acre in Size: Individual development sites that are larger than 8,000 square feet and smaller than one (1) acre (43,560 square feet) in total size of disturbed area, can submit abbreviated soil erosion and sediment control plans with the topography plan for the requested permit(s). The abbreviated plan must cover the following items, in addition to any other items from this ordinance that are required by the City Engineer.
- (1) Storm Water Issues: A statement as to how the increased storm water runoff that will be caused by the planned development project will be handled. The statement must identify the Best Management Practices (BMP'S) the new construction project will include in order to address storm water runoff.
 - (2) Redevelopment Exemption: Owners of development sites that were created by demolishing an older existing structure can request, in writing, that the City Engineer exempt them from the storm water issues if the total soil surface area being made impermeable is the same or less than the total soil surface area that was impermeable due to the structure(s) being torn down and removed.
 - (3) Riparian and Wetland Setbacks: All riparian and wetland setback areas will be identified in the plan and in the field before construction starts.
 - (4) Soil Erosion and Sediment Issues: A sketch of the entire development site must be submitted that identifies the location of:
 - A. All existing and planned impervious areas, storm water inlets, drainage swales, wetlands, streams, conservation easements and other natural features to be saved and protected on the property.
 - B. All existing and planned temporary and permanent conservation practices for the site. Residential lots shall include at a minimum the following:
 1. Soil erosion and sediment control BMPs, and;
 2. Construction Entrance, and;
 3. Temporary Grass Seeding with 2 tons per acre of straw mulch, and;
 4. Storm Drain Inlet Protection around every storm yard inlet on the site or accepting drainage from the site, and;
 5. Silt Fence protection for any stream located on or close to the site and lacking an adequate vegetative buffer, and;
 6. Silt Fence to prevent sediment discharge into street storm sewer inlets where no centralized sediment control exists for the drainage area that includes the lot, and;
 7. Construction fence to protect any conservation easements, riparian setbacks and wetland setbacks from encroachment by construction activities.
- (b) Development Sites 1 (One) Acre In Size or Larger: All developments that have a larger common plan of development or sale equal to or larger than one (1) acre in size of disturbed area are subject to this ordinance and shall follow all of the requirements set forth in this ordinance.
- (1) Description of the Plan of Construction: The following information shall be included in the Construction Site Conservation Plan:
 - A. Site Description:
 1. A description of the prior land uses of the site.
 2. A description of the nature and type of construction activity (e.g., low density residential, shopping mall, highway, etc.).
 3. A description of the total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavating, filling or grading, including off-site borrow,

fill or spoil areas and off-site utility installation areas).

4. An estimate of the impervious area and percent imperviousness created by the construction activity.
 5. The types of soils within, or affected by, the development area, and the location of all highly erodible or unstable soils as determined by the most current edition of the soil survey of the county, by the Natural Resources Conservation Service (NRCS),
 6. An onsite, detailed Soils Engineering Report if required by the Community Engineer.
 7. The name and/or location of the immediate receiving stream or surface water(s) and the first subsequent named receiving water and the major river watersheds in which it is located.
- B. A vicinity sketch locating:
1. The larger common plan of development or sale
 2. The development area
 3. All pertinent surrounding natural features within 200 feet of the development site including, but not limited to:
 - a. Water resources such as wetlands, springs, lakes, ponds, rivers and streams (including intermittent streams with a defined bed and bank)
 - b. Conservation Easements
 - c. Other sensitive natural resources
 - d. The sensitive areas receiving runoff from the development
 4. All off-site borrow or spoil areas
 5. All off-site utility installation areas that are related to the planned project
- C. The existing and proposed topography shown in the appropriate contour intervals as approved by the Community Engineer (generally one-foot contours are used).
- D. The location and description of existing and proposed drainage patterns and facilities, including any allied drainage facilities beyond the development area and the larger common plan of development or sale.
- E. Existing and proposed watershed boundary lines, direction of flow and watershed acreage.
- F. The person or entity responsible for continued maintenance of all vegetative and/or mechanical BMPs for both the construction and post-construction phases of the development.
- G. Long-term maintenance requirements and schedules of all BMPs for both the construction and post-construction phases of the development.
- H. Long-term maintenance inspection schedules.
- I. The person or entity financially responsible for conducting the inspections of, and the maintenance of, permanent storm water conveyance and storage structures and all other conservation practices.
 - J. The method of ensuring that funding will be available to conduct the long-term maintenance and inspections of all permanent storm water, soil erosion and sediment control and water quality practices.
- K. The location of any existing or planned riparian and/or wetland setback areas on the property.
- L. The plan must clearly describe, for each major construction activity, the appropriate BMPs and the general timing (or sequence) during the construction process of when the measures will be implemented; and, who (which contractor) will be responsible for implementation (e.g., Contractor A will clear, grub and install perimeter controls and Contractor B will maintain perimeter controls until final stabilization; Contractor C will conduct and document the scheduled inspections.)
- M. Location and description of any storm water discharges associated with dedicated asphalt and concrete plants covered by this regulation and the Best Management Practices to address pollutants in these storm water discharges.
- (2) Construction Site Conservation Plan Elements: the Construction Site Conservation Plan shall include, at a minimum, the following information:
- A. The Construction Site Conservation Plan shall include a map showing the location of:
1. The limits of earth disturbing activity including excavations, filling, grading or clearing.
 2. Drainage patterns during major phases of construction.

3. The location of each proposed soil erosion and sediment control BMP, including:
 - a. Permanent soil erosion control practices to be left in place after construction operations have been completed (e.g. level spreaders, permanent erosion control matting, gabions, rock lined channels, etc.),
 - b. Areas likely to require temporary stabilization during the course of site development,
 - c. Designated construction entrances where vehicles will access the construction site,
 - d. In-stream activities including stream crossings,
 - e. Areas designated for the storage or disposal of solid, sanitary and toxic wastes,
 - f. Dumpsters,
 - g. Cement truck washout,
 - h. Fuel tanks
 - i. BMPs that divert runoff away from disturbed areas and steep slopes where practicable including rock check dams, pipe slope drains, diversions to direct flow away from exposed soils, and protective grading practices,
 - j. Sediment settling ponds drawn to scale.
4. Existing and proposed locations of buildings, roads, parking facilities and utilities.
5. Boundaries of wetlands and stream channels the owner intends to fill or relocate for which the owner is seeking approval from the US Army Corps of Engineers and/or Ohio EPA.

B. The Construction Site Conservation Plan shall include a list of soil erosion and sediment control BMPs being used and the standards and specifications, including detailed drawings, for each BMPs. This list shall include:

1. Methods of controlling the flow of runoff from disturbed areas so as to prevent or minimize erosion.
2. Identification of the Structural Practices to be used to control erosion and trap sediment from a site remaining disturbed for more than 14 days. A description shall be included of how each selected control will store runoff so as to let sediments settle out and/or divert flows away from exposed soils or act to limit runoff from exposed areas.
3. Identification for each Structural Practice of its size, detail drawings, maintenance requirements and design calculations.
4. The type and amount of plant seed, live plants, fertilizer, agricultural ground limestone and mulch to be used. Specification of soil testing requirements for fertility and lime requirements will be included. Specification for the use of perennial grass seed will also be included.
5. Settling ponds will be identified with basic dimensions and the calculations for size and volume.
6. Detailed drawings and installation requirements of all other structural control BMPs.
7. Any other soil erosion and sediment control related BMPs and items that are required by the Community Engineer.
8. For developments where the overall plan does not call for centralized sediment control capable of controlling multiple individual lots, a detail drawing of a project specific typical individual lot showing standard individual lot soil erosion and sediment control practices and the sequence and timing of BMP installation for the individual lots. This does not remove or eliminate the responsibility to designate and install specific soil erosion and sediment control practices for the storm water discharges.

C. The Construction Site Conservation Plan shall include the scheduling, phasing, and coordination of construction operations and erosion and sediment control BMPs, including vegetative plantings and mulch.

- (3) The Construction Site Conservation Plan shall include a description of the Storm Water Management (SWM) practices to be used on the site. The SWM element of the Plan shall include, at a minimum, the following:
 - A. A map showing the location, drawn to scale, of permanent SWM conveyance, detention and retention structures, other SWM control structures and the SWM easements.
 - B. A general description of the SWM strategy proposed to meet this chapter.

- C. Design calculations for all permanent SWM conveyance, detention and retention structures, and other SWM control structures.
- D. Any other SWM related items required by the Community Engineer. (Ord. 2013-40. Passed 9-24-13.)

1315.09 EASEMENTS.

Future access to floodplains, flood control facilities, runoff drainage ditches and channels, runoff storage facilities, storm sewers and other drainage ways and structures, as required by the Community Engineer, shall be secured by means of easements.

- (a) The easements shall be recorded in the name of the Community and, in single-family residential developments, the homeowners association.
- (b) Such easements shall be not less than twenty-five (25) feet in width, in addition to the width of the ditch, channel, or other facility it is to serve. Access easements of this type shall be provided on one (1) side of the flood control or storm drainage ditch, channel, or similar type facility.
- (c) Access along the initial drainage system shall be by means of easements. Such easements shall be not less than twenty-five (25) feet in width, with a minimum ten (10) foot width on either side of the centerline.
- (d) Access adjacent to storage facilities shall consist of a twenty-five (25) foot easement in the case of detention (dry) basins, and a twenty-five (25) foot easement with a twenty-five 25 foot level bench in the case of retention (wet) basins, measured from the top of the bank, and shall include the storage facility itself.
- (e) Easements for the emergency flow ways shall be a minimum of twenty-five (25) feet in width, or larger if required by the Community Engineer.
- (f) Flood control or storm drainage easements containing underground facilities shall have a minimum width of twenty-five (25) feet.
- (g) The easements shall be restricted against the planting within said easement of trees, shrubbery or plantings with woody growth characteristics, and against the construction therein of buildings, accessory buildings, fences, walls or any other obstructions to the free flow of storm water and the movement of inspectors and maintenance equipment and also restricted against the changing of final grade from that described by the grading plan.

(Ord. 2013-40. Passed 9-24-13.)

1315.10 MAINTENANCE.

Any portion of the permanent drainage and soil erosion systems, including on-site and off-site storage facilities that are constructed by the owner, will be continuously maintained into perpetuity.

- (a) Maintenance plans shall be provided by the permittee to both the Community Engineer and the post-construction operator of the BMP (including homeowner associations) upon completion of construction activities and prior to the Community Engineer giving final approval for the completed construction.
- (b) Single Family and Multi-family Residential Developments: A Homeowners' Association shall be created and placed in title of the affected lands and shall be continuously responsible for post-construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the Community.
- (c) Apartments, Commercial and Industrial Developments: The plans will clearly state that the owner of the property shall be continuously responsible for post-construction maintenance and inspections into perpetuity unless the Community officially accepts such maintenance and inspections.
- (d) Maintenance Design: All temporary and permanent soil erosion and sediment control practices shall be designed and constructed to minimize maintenance requirements. Multi-use facilities incorporating assets such as aesthetics and recreation may be incorporated into the design of the drainage facilities. All permanent drainage, soil erosion, sediment control, water quality management systems and BMPs, including on-site and off-site structures and vegetation that are constructed or planted, must be inspected and maintained into perpetuity by the responsible party designated in the plans. Inspections and maintenance will be incorporated periodically throughout the year to ensure that the facilities are properly operational.
- (e) Perpetual Maintenance Inspections: One (1) inspection with a written report will be performed each year. The written report will be given to the Community Engineer by May 1 of each and every year

after the Best Management Practice (BMP) has been completed.

- (1) Structures that require a permit from the Ohio Division of Water: A written and stamped report from a professional engineer on the status of all structural BMPs that require a permit from the Ohio Department of Natural Resources (ODNR) Division of Water. This applies to all BMPs that require a permit either at the time of construction or fall under the jurisdiction of the ODNR Division of Water at any time after construction is completed.
- (2) Easements: A written report from an inspector on the status of all storm water management easements for each project shall be submitted to the Community Engineer by May 1 of each year into perpetuity. These reports will document if restricted plantings, fences and structures are on the easement and will identify the location of the noted easement restriction violations.
- (3) Best Management Practices (BMPs) that do not have a high risk for loss of life, bodily injury, or damage to structures or infrastructure related to imminent failure as determined by the Community Engineer: A written and stamped report from a professional engineer, landscape architect or Certified Professional In Erosion and Sediment Control (CPESC) on the status of permanent soil erosion, sediment control, water quality management systems and the status of the related easements shall be submitted to the Community Engineer by May 1 of each year into perpetuity.
- (4) BMPs that have a potential loss of Life: A written and stamped report covering the status of all BMPs that have a potential for loss of life, bodily injury, or damage to structures or infrastructure will be prepared by a professional engineer or other individual possessing a valid state license that authorizes them to design the same type of BMP for construction.

(Ord. 2013-40. Passed 9-24-13.)

1315.11 MINIMUM STANDARDS.

In order to control sediment pollution of water resources, the owner or person responsible for the development area shall use conservation planning and practices to maintain the level of conservation established in the following standards.

- (a) The plan shall include measures that control the flow of runoff from disturbed areas so as to prevent soil erosion from occurring.
- (b) Structural Practices shall be used to control erosion and trap sediment from areas remaining disturbed for more than 14 days.
- (c) Sediment Barriers: Sheet flow runoff from denuded areas shall be intercepted by Silt Fence or Diversions to protect adjacent properties and water resources from sediment. Where intended to provide sediment control, Silt Fence shall be placed on a level contour. The relationship between the maximum drainage areas to Silt Fence for a particular slope is shown in the table below (placing silt fence in a parallel series does not extend the size of the drainage area).

Table 1: Silt Fence Applicability

Maximum drainage area (in acres) to Range of slope for a particular drainage area	
100 linear feet of Silt Fence	(in percent)
0.5	< 2%
0.25	≥ 2% but < 20%
0.125	≥ 20% but < 50%

This does not preclude the use of other sediment barriers designed to control sheet flow runoff. The total runoff flow treated by a sediment barrier shall not exceed the design capacity for that sediment barrier. Straw Bale Barriers are not acceptable.

- (d) Storm Water Diversion Practices: Storm water diversion practices shall be used to keep runoff away from disturbed areas and steep slopes where practicable. Such practices, which include Swales, Dikes or Berms, Pipe Slope Drains and Diversions, may receive storm water runoff from areas up to ten (10) acres. Storm water diversion practices alone are not considered a sediment control practice unless those are used in conjunction with a sediment settling pond.
- (e) All sediment control practices must be capable of ponding runoff in order to be considered functional.

- (f) Clearing and Grubbing will be done in two (2) or more phases. The first phase will include only those locations necessary to install the perimeter soil erosion, sediment and storm water control BMPs. After the perimeter controls are in place and functioning, the remaining phase(s) of clearing and grubbing may continue.
- (g) Timing of Sediment Trapping Practices: Sediment control practices shall be functional throughout all phases of up slope earth disturbing activity. Settling facilities, perimeter controls and other practices intended to trap sediment shall be implemented prior to grading and within seven (7) days from the start of grubbing. They shall continue to function until the up slope development area is permanently restabilized. As construction progresses and the topography is altered, appropriate controls must be constructed or existing controls altered to address the changing drainage patterns.
- (h) Stabilization of Denuded Areas: Disturbed areas must be stabilized as specified in the tables below, or according to the Ohio EPA NPDES Storm Water Permit Rules, whichever is most restrictive:

Table 2: Permanent Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any areas that will lie dormant for one (1) year or more	Within seven (7) days of the most recent disturbance
Any areas within fifth (50) feet of a stream and at final grade	Within two (2) days of reaching final grade
Any other areas at final grade	Within seven (7) days of reaching final grade within that area

Table 3: Temporary Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any disturbed areas within 50 feet of a stream and not at final grade	Within two days of the most recent disturbance if the area will remain idle for more than 21 days
For all construction activities, any disturbed areas that will be dormant for more than 21 days but less than one year, and not within 50 feet of a stream	Within seven days of the most recent disturbance within the area. For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of NPDES permit coverage for the individual lot (s). Proof of permit coverage transfer from Ohio EPA must be submitted to the Community Engineer. The Community Engineer shall then inspect the lot to ensure that the temporary seeding has been done.
Disturbed areas that will be idle over winter	Prior to the onset of winter weather

- (i) Sediment Settling Ponds: A sediment settling pond is required for any one of the following conditions:
- Concentrated storm water runoff (e.g., storm sewer or ditch);
 - Runoff from drainage areas, which exceed the design capacity of silt fence or other sediment barriers;
 - Runoff from drainage areas that exceed the design capacity of inlet protection;
 - Runoff from common drainage locations with 10 or more acres of disturbed land.
- Alternative controls can be used if the owner can show, in writing, that the Ohio EPA approved the use of alternatives that the owner demonstrated to be equivalent in effectiveness to a sediment settling pond.
- (1) Where storm sewer drainage areas include 10 or more acres disturbed at one time, a temporary (or permanent) sediment settling pond must be provided until final stabilization of the site. In

single-family residential construction, final stabilization is after the houses are built and permanent landscaping is done.

- A. It is recommended that for drainage locations of less than 10 acres, smaller sediment settling basins and/or sediment traps be used.
- (2) Each facility's storage capacity shall be no less than 1800 cubic feet of dewatering zone area per acre of total contributing drainage area and 1000 cubic feet per disturbed acre of sediment storage zone area. The storage volume will be measured from the bottom of the basin to the top of the primary (principle) spillway.
 - (3) Permanent storm water management ponds that are designed to trap sediment during construction shall be designed to provide for a slow release of sediment-laden water. The draw down time must be at least 48 hours, or meet the criteria in the Ohio Rainwater and Land Development manual whichever is most stringent.
 - (4) The design configuration between inlet(s) and the outlet of settling ponds must provide at least two units of length for each one unit of width ($> 2:1$ length to width ratio); a length to width ratio of 4:1 is recommended.
 - (5) The depth of the dewatering zone of the sediment settling pond must be less than or equal to five (5) feet.
 - (6) Sediment must be removed from the sediment settling ponds when the design capacity has been reduced by 40%.
 - (7) Public safety, especially as it relates to children, must be considered in the design. Alternative sediment controls must be used where site limitations would preclude a safe design.
 - (8) Temporary sediment settling ponds will not be constructed in any stream channel.
- (j) Storm Sewer Inlet Protection:
- (1) All storm sewer inlets that accept water runoff from the development area shall be protected so that sediment-laden water will not enter the storm sewer, unless the storm drain system drains to a Sediment Settling Pond and is exempted in writing by the Community Engineer. In areas where construction will be ongoing, such as subdivisions, the storm sewer protection shall be maintained until all up slope areas reach final stabilization, as determined by the Community Engineer.
 - (2) All inlets receiving runoff from drainage areas of one or more acres will require a sediment settling pond.
 - (3) At the end of this period the site owner shall hydraulically clean the storm sewers to the satisfaction of the Community Engineer. All sediments shall be removed from the system and shall not be flushed downstream.
- (k) Storm Sewer and Other Drainage Outlets: All storm sewers, footer drains, roof gutter drains and all other drains will be outletted at the bottom of the slope. The slope below the outlet will be able to control the water being drained through the storm sewer or other drains without causing erosion of the stream or channel banks or channel bottom or other areas that the water is outletted on.
- (l) Working Near, Or Crossing Streams and Wetlands:
- (1) Construction vehicles shall avoid water resources, wetlands, riparian areas, and their setbacks. If construction vehicles must cross these areas during construction, an approved temporary crossing shall be constructed. Streams, including intermittent streams with a defined bed and banks, shall be restabilized immediately after in-channel work is completed, interrupted, or stopped. Erodible materials will not be used in making stream crossings.
 - (2) No soil, rock, debris, or any other material shall be dumped or placed into a water resource or into such proximity that it may slough, slip, or erode into a water resource unless such dumping or placing is authorized by the approving authority and, when applicable, the US Army Corps Of Engineers and Ohio EPA, for such purposes as, but not limited to, constructing bridges, culverts, and erosion or sediment control structures.
 - (3) If construction activities disturb areas adjacent to streams, structural practices shall be designed and implemented on site to protect the adjacent streams from the impacts of sediment runoff.
 - (4) No temporary or permanent sediment controls will be constructed in a stream channel.
 - (5) Streams and wetland setbacks required by the community will be implemented. As a minimum a setback of 25 feet, as measured from the ordinary high water mark of the surface water,

will be maintained in its natural state as a permanent buffer.

(m) Construction Entrance:

- (1) Measures shall be taken to prevent soil transport onto public roads, or surfaces where runoff is not checked by sediment controls.
- (2) Stone with geotextile construction entrance(s) shall be implemented as required by the Community Engineer and the Ohio EPA. These will be planned and installed according to the requirements in the most recent edition of the Ohio Rainwater and Land Development manual.
- (3) Where soil is transported onto a public road surface, the roads shall be cleaned thoroughly at the end of each day, or more frequently, in order to ensure public safety. Soil shall be removed from paved surfaces by shoveling or sweeping. Street washing shall be allowed only after shoveling or sweeping has removed most of the sediment and street sewer inlet protection is properly installed unless end of sewer sediment ponds exist and are properly functioning.
- (4) Erodible material ramps in streets will not be used to enable equipment to cross curbs. Non-erosive materials (e.g. wood and stone) can be used.

(n) Unstable Soils:

- (1) Unstable soils will be as determined by the local county Soil Survey or by a detailed soils report.
- (2) The Community Engineer may require detailed soil reports when deemed necessary.
- (3) Unstable soils prone to slipping or land sliding shall not be graded, excavated, filled or have loads imposed upon them unless the work is performed in accordance with a qualified professional engineer's recommendations to correct, eliminate, or adequately address the problems.

(o) Cut And Fill Slopes: Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion and slippage. Consideration shall be given to the length and steepness of the slope, soil type, up slope drainage area, groundwater conditions and slope stabilization. The minimum final unreinforced soil slopes will have a horizontal to vertical ratio of 2:1 (the horizontal will be two (2) times the vertical).

(p) Stabilization of Outfalls and Channels: Outfalls and constructed or modified channels shall be designed and constructed to withstand the expected velocity of flow from the planned post-development frequency storm without eroding. The planned post-construction velocity and flow shall include the entire contributing watershed. Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to provide non-erosive velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

(q) Establishment of Permanent Vegetation: A permanent vegetative cover shall be established on denuded areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until ground cover is achieved which, in the opinion of the Community Engineer, has 80% vegetative density over the entire disturbed area and provides adequate cover, and is mature enough to satisfactorily control soil erosion and survive adverse weather conditions.

(r) Disposition of Temporary Practices: All temporary soil erosion and sediment control practices shall be disposed of immediately after final site stabilization is achieved or after the temporary practices are no longer needed, unless otherwise required by the Community Engineer. Trapped sediment shall be permanently stabilized to prevent further erosion. The Construction Maintenance Guarantee shall not be released by the Community until all temporary soil erosion and sediment control practices that are no longer needed have been removed, properly disposed of and any trapped sediment has been stabilized.

(s) Underground Utility Construction: The construction of underground utility lines, pipes, etc. shall be subject to the following criteria:

- (1) Trenches shall remain open for no more than five days.
- (2) There shall be no turbid discharges to surface waters resulting from dewatering activities. If trench or ground water contains sediment, it must pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site or to waters of the state.

- (3) When discharging clean ground water care must be taken to ensure that it does not become pollutant laden by crossing over disturbed soils or other pollutant sources.
- (t) Inspections:
- (1) If inspections or other information indicates a control has been used inappropriately or incorrectly or it has failed, it must be replaced or modified for the site conditions.
 - (2) The owner of the development area shall have the site inspected for soil erosion, sediment control and other environmental concerns every seven (7) calendar days, and within twenty-four (24) hours of a 0.5 inch or greater rainfall event until the Community Engineer certifies the site as being stable. The Community Engineer certification does not relieve the permittee from meeting the Ohio EPA NPDES inspection requirements.
 - (3) The inspection frequency may be reduced to at least once every month if the entire site is temporarily stabilized or runoff is unlikely due to weather conditions (e.g., the site is covered with snow, ice, or the ground is frozen.) A waiver of inspection requirements is available until one month before thawing conditions are expected to result in a discharge if all of the following conditions are met: the project is located in an area where frozen conditions are anticipated to continue for extended periods of time (i.e., more than one month); land disturbance activities have been suspended; and the beginning and ending dates of the waiver period are documented. Once a definable area has been fully stabilized, you may mark this on your plans and no further inspection requirements apply to that portion of the site.
 - (4) Following each inspection, a checklist must be completed and signed by the qualified inspection personnel representative. At a minimum, the inspection report must include: i) the inspection date; ii) names, titles, and qualifications of personnel making the inspection; iii) weather information for the period since the last inspection including the timing, duration, and depth of any storms; iv) weather information and a description of any discharges occurring at the time of the inspection; v) location(s) of discharges of sediment or other pollutants from the site; vi) location(s) of BMPs that need to be maintained; vii) location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location; viii) location(s) where additional BMPs are needed that did not exist at the time of the inspection; and, ix) corrective action required including any necessary changes to the Comprehensive Storm Water Management Plan and implementation dates.
 - (5) The inspection log will include the date and actions taken to correct problems noted in past inspection logs.
 - (6) If the construction site is subject to Ohio EPA's National Pollutant Discharge Elimination System (NPDES) permit for construction activity, a copy of all of the required inspection sheets will be submitted to the Community Engineer within three (3) working days of the date that the inspection was conducted.
 - (7) Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system.
 - (8) Erosion and sediment controls identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly.
 - (9) Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters.
 - (10) Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.
 - (11) Sensitive areas including riparian and wetland setbacks shall be observed to ensure that they remain well marked and undisturbed.
 - (12) If the inspection reveals that a control practice is in need of repair or maintenance, with the exception of sediment settling ponds, it must be repaired or maintained within three (3) days of the inspection. Sediment settling ponds must be repaired or maintained within ten (10) days of the inspection.
 - (13) If any inspection reveals that a control practice fails to perform its intended function and that another, more appropriate control practice is required, the Construction Site Conservation Plan

must be amended and the new control practice must be installed within 10 days of the inspection.

- (14) If the inspection reveals that a control practice has not been implemented in the time required by this ordinance it must be installed within ten (10) days from the date of inspection.
- (15) If the inspection reveals that a planned control practice is not needed, the record must contain a statement of explanation as to why the control practice is not needed.
- (u) **Control of Materials and Debris:** Site management practices shall be implemented to prevent toxic materials, hazardous materials, or other debris from entering the Community's and state's water resources or wetlands. These practices shall include, but are not limited to, the following:
 - (1) A covered dumpster shall be made available for the proper disposal of construction site waste materials, garbage, plaster, drywall, grout, gypsum and etc. A second covered dumpster will be provided for the proper disposal of toxic and hazardous wastes.
 - (2) The washing of excess concrete material into a street, catch basin, or other public facility or natural resource shall not occur. A designated area for concrete washouts shall be made available and used for all concrete washouts.
 - (3) All fuel tanks and drums shall be stored in a marked storage area. A dike shall be constructed around this storage area with a minimum capacity equal to 110% of the volume of the largest container in the storage area. All additional requirements of the local fire authority must be followed. If the fuel tanks have a self-contained "dike," the plug will be kept in the "dike" tank at all times.
 - (4) Any toxic or hazardous wastes and/or contaminated soils must be disposed of according to all applicable environmental laws and statutes. Local health districts and Ohio EPA can provide guidance on these issues.
 - (5) On a site with a prior industrial landuse or a site that is contaminated with gasoline, fuel oil, hydrocarbon based chemicals or other Ohio EPA regulated contaminants, the storm water is considered wastewater. A permit from Ohio EPA is required to address these sites.
 - (6) Proper permits shall be obtained for development projects on solid waste landfill sites.
 - (7) Paint, paint washing liquids, excess paints and other paint wastes are considered solid wastes and shall be disposed of in accordance with applicable state regulations. Appropriate handling of these wastes shall occur at the site so as to prevent the discharge of these wastes into surface or ground waters.
 - A. Water based paint washing liquids and small quantities of excess water based paints may be disposed of by flushing down a connected sanitary sewer but may not be disposed of in an on-lot disposal system.
 - B. All other paints, paint thinners, and paint cleaning materials will be disposed of in the site's hazardous waste disposal dumpster.
 - (8) Restroom facilities will be provided for site workers at all times that workers are present on the site and during all phases of the construction.
 - (9) All required permits from appropriate federal, state, or local agencies are required to develop land with a previous industrial or commercial use or another use that may have led to soil contamination by a regulated pollutant.
- (v) **Pre-winter Stabilization:** If the development area will, or is planned to remain, active through the winter months, the owner of the development area shall hold a Pre-Winter Stabilization Meeting. The meeting will be held before October 1. The owner shall invite the operator, developer, engineer, contractor, Community Engineer and anyone else requested by the Community Engineer to the meeting.
- (w) **Storm Water Basins:**
 - (1) **Pool Geometry:** The minimum length-to-width ratio for the pond is 3:1 (the length will be three (3) times the width).
 - (2) **Riser in Embankment:** The riser shall be located within the embankment for purposes of maintenance access. Access to the riser will be by manholes.
 - (3) **Water Drains:** Each retention basin shall have a drainpipe that can completely drain the pond. The drain shall have an elbow within the pond to prevent sediment deposition from plugging the drain.

- (4) **Adjustable Gate Valves:** Both the storm water management and water quality basin drains shall have adjustable gate valves. Valves shall be located inside the riser at a point where they will remain dry and can be operated in a safe and convenient manner. During the annual inspections the valves shall be fully opened and closed at least once, and the certifying official shall attest to this on the inspection form. To prevent vandalism, the handwheel shall be chained to a ringbolt or manhole step.
- (5) **Principal Spillway:** Each principal spillway shall be designed in accordance with the NRCS standards and specifications for the office serving the county. Each principal spillway shall have the capacity to pass the 100-year design storm flow. The inlet or riser size for the pipe drops shall be designed so that the flow through the structure goes from weir flow control to pipe flow control without going into orifice control in the riser. The crest elevation of the primary spillway shall be no less than one foot below the emergency spillway crest. Premium joint pipe is required and a removable trash rack shall be installed at each location. Anti-seep collars shall be provided for all pipe conduits through an embankment.
- (6) **Emergency Spillway:** An emergency spillway shall be provided on each storm water management basin. Emergency spillways shall convey flood flows safely past the embankment, and shall be designed in accordance with NRCS standards and specifications for the office serving the local county. Emergency spillways shall have a 100-year design storm capacity unless exempted in writing by the Community Engineer.
- (7) **Embankments:** Each dam embankment shall be designed in accordance with the NRCS standards and specifications for the office serving the county that the project is located in. Anti-seep collars shall be provided for all pipe conduits through an embankment.
- (8) **Safety Features:**
- A. The primary spillway opening shall not permit access to the public and other non-maintenance personnel.
 - B. The perimeter of all water pool areas that are deeper than three (3) feet shall be surrounded by benches that meet the following:
 - 1. A safety bench, with a maximum slope of 3%, which extends outward, on dry land, from the shoreline. This bench will be a minimum of 25 feet wide to provide for the safety of individuals and maintenance vehicles that are adjacent to the water pool. The safety bench may be landscaped, without the use of structures, to prevent access to the water pool.
 - 2. Side slopes between the safety bench and the aquatic bench shall not be steeper than 3:1 (3 feet horizontal for every 1 foot vertical).
 - 3. An aquatic bench that extends inward from the shoreline far enough to ensure public safety and has a maximum depth of 15 inches below the normal water surface elevations. The aquatic bench may be landscaped to prevent access to the deeper water pool.
 - 4. Side slopes beyond the aquatic bench and below the permanent water level shall not be steeper than 2:1 (2 feet horizontal for every 1 foot vertical).
 - 5. The contours of the pond will be designed and managed to eliminate drop-offs and other hazards.
 - 6. Side slopes getting to the pond shall not exceed 3:1 and shall terminate on a safety bench.
 - 7. Soil erosion and sediment control practices used to satisfy these standards shall meet the standards and specifications in the current edition of the Ohio Rainwater and Land Development manual, NRCS Field Office Technical Guide for the local county or the Ohio EPA, whichever is most stringent.
- (x) These standards are general guidelines and shall not limit the right of the Community Engineer to impose at any time additional, more stringent requirements, nor shall the standards limit the right of the Community Engineer to waive, in writing, individual requirements.
- (y) Soil limitations shall be determined by using the current edition of the county soil survey written by the NRCS, USDA.
- (z) Methods for controlling increases in storm water runoff peaks and volumes may include, but are not limited to:

- (1) Retarding flow velocities by increasing friction; for example, grassed road ditches rather than paved street gutters where practical, discharging roof water to vegetated areas, or grass and rock-lined drainage channels.
 - (2) Grading and use of grade control structures to provide a level of control in flow paths and stream gradients.
 - (3) Induced infiltration of increased storm water runoff into soil, where practical; for example, constructing special infiltration areas where soils are suitable, retaining topsoil for all areas to be vegetated, or providing good infiltration areas with proper emergency overflow facilities.
 - (4) Provisions for detention and retention, for example, permanent retention ponds and lakes, dry detention basins, and subsurface detention tanks.
- (Ord. 2013-40. Passed 9-24-13.)

1315.12 STREAM CHANNEL AND FLOODPLAIN EROSION DESIGN CRITERIA.

(a) **Runoff Rate:** The peak runoff rate from the development area shall not be greater after development than it was before development. The applicant shall provide calculations proving no increase in the runoff rates from the one (1), two (2), five (5), ten (10), twenty-five (25), fifty (50) and one hundred (100) year storms.

(b) **Runoff Volume:** Increases in the runoff volume shall be offset by further restricting runoff rates. Based on the increase in runoff volume, the applicant shall determine the critical storm for the development area. The runoff rate from the critical storm shall be restricted to the one (1) year pre- development storm runoff rate. The critical storm shall be calculated as follows:

- (1) Determine the total volume of runoff from a one-year frequency, twenty-four hour storm, occurring on the development area before and after development.
- (2) From the volumes in paragraph (1) determine the percent of increase in volume of runoff due to development according to the equation $(Q \text{ after divided by the } Q \text{ before}) \times 100$ and, using this percentage, select the critical storm from this table:

Table 4: Critical Storm Selection

The Percentage Increase in Volume Of Runoff is:		
Equal To Or Greater Than	And Less Than	The 24-hour "Critical Storm" For Discharge Will Be
0	10	1 Year
10	20	2 Years
20	50	5 Years
50	100	10 Years
100	250	25 Years
250	500	50 Years
500	---	100 Years

(c) **Detention Or Retention Basin Exemption For Redevelopment Or For Expansion Of Existing Facilities:**

- (1) For any development regulated by this ordinance, the construction of a detention or retention basin may not be required for the development if the post-development peak discharge for a 100 year frequency 24 hour storm increases the existing peak discharge by one (1) cubic foot per second or less using the TR-55 method of calculation or other method approved by the Community Engineer. The Community Engineer can waive this requirement if existing storm sewers and drainage structures can safely handle the expected increase in flow.
- (2) Only one (1) exemption will be allowed per parcel. Any subsequent expansion must provide for detention or retention and must include the previously exempted area.

(d) Where the Community Engineer determines that site constraints exist in a manner that compromises the intent of this ordinance to improve the management of storm water runoff as established in this section, practical alternatives may be used to result in an improvement of water quality and/or a reduction of storm water runoff. Such alternatives must be in keeping with the intent and likely cost of those measures that would otherwise be required to meet the objectives of this section. When possible, all practical alternatives shall be implemented within the drainage area of the proposed development project. Practical alternatives can include, but are not limited to:

- (1) Fees shall be paid in an amount specified by the Community Engineer. These fees shall be applied by the Community to storm water management practices that reduce existing storm water runoff.
 - (2) Implementation of off-site storm water management practices.
 - (3) Watershed or stream restoration.
 - (4) Retrofitting of an existing storm water management practice.
 - (5) Other practices approved by the Community Engineer in keeping with the intent of this section.
- (Ord. 2013-40. Passed 9-24-13.)

1315.13 COMPLIANCE WITH OTHER RULES AND REGULATIONS.

(a) Ohio Dam Safety Laws: The provisions of the Ohio Dam Safety Laws shall be followed. Proof of compliance with the Ohio Dam Safety Law administered by the ODNR Division of Water shall be, but is not limited to, a copy of the ODNR Division of Water permit number or a copy of the project approval letter from the ODNR Division of Water or a letter from the site owner explaining why the Ohio Dam Safety Law is not applicable. The written proof will be provided to the Community Engineer before a construction permit will be issued.

(b) NPDES Permits: The provisions of the National Pollutant Discharge Elimination System (NPDES) Permits, issued by the Ohio EPA, shall be followed. Proof of compliance shall be, but is not limited to, a copy of the Ohio EPA NPDES Permit number or a letter from the site owner explaining why the NPDES Permit is not applicable. The written proof will be provided to the Community Engineer before a construction permit will be issued.

(c) Federal and State Wetland Permits: The provisions of the U.S. Army Corps of Engineers dredge and fill permits for federally-protected wetlands shall be followed. The provisions of Ohio EPA's Isolated Wetlands Permits shall also be followed. Wetlands and other waters of the United States shall be delineated by protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the time of the application of these regulations. Written proof of compliance with both permit programs will be provided to the Community Engineer before a construction permit will be issued. Proof of compliance shall be, but is not limited to, the following:

A copy of the U.S. Army Corps of Engineers Individual Permit, if required for the project, showing project approval and any restrictions that apply to site activities; or a site plan showing that any proposed fill of waters of the United States conforms to the general and specific conditions specified in the applicable Nationwide Permit; or a letter from the site owner verifying that a qualified professional has surveyed the site and found no wetlands or other waters of the United States. Such a letter shall be noted on site plans submitted to the Community. (Ord. 2013-40. Passed 9-24-13.)

1315.14 VIOLATIONS.

No person shall violate, or cause, or knowingly permit to be violated, any of the provisions of these regulations, or fail to comply with any such provisions or with any lawful requirements of any public authority made pursuant to these regulations, or knowingly use or cause or permit the use of any lands in violation of these regulations or in violation of any permit granted under these regulations. (Ord. 2013-40. Passed 9-24-13.)

1315.15 CONSTRUCTION AND MAINTENANCE GUARANTEE.

(a) All permanent storm water, soil erosion, other wastes control, and water quality practices not specifically waived by the Community shall be constructed prior to the granting of the Final Plat Approval. Upon the request of the owner, the Community may defer the construction or installation of a permanent storm water, soil erosion,

sediment, or other wastes control or water quality practice prior to the approval of the final plat where, in the Community Engineer's judgment, such proper construction or installation is not immediately necessary for the protection of the public health and safety; and where the prior installation or construction of such improvement would constitute an undue hardship on the owner because in the case of new vegetation or weather conditions, or because in the case of concrete, building construction could cause cracking and excessive wear and tear on new structures. In such event, the Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that such deferred improvements will be properly constructed or installed within an agreed specified time, but not to exceed six (6) months after the filing of such final plat.

(b) The owner will provide a maintenance guarantee for all permanent improvements, and soil erosion, wastes controls, and water quality practices.

(c) The Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that the planned temporary and permanent soil erosion, sediment, and other wastes controls and water quality practices will be constructed and removed in a timely manner, as determined by the Community Engineer.

(1) The Guarantee: The guarantee of both performance and maintenance will be in the form of a Security Bond, Escrow Account, Verified Check or Cash. The Security Bond, Escrow Account, Verified Check or Cash will be used by the Community to complete any guaranteed construction or removal of improvements or temporary and permanent soil erosion, sediment, and other wastes control practices that are not adequately completed, maintained or removed by the owner in a timely manner, as determined by the Community Engineer. The Security Bond, Escrow Account, Verified Check or Cash will be in the total amount of both the performance guarantee and the maintenance guarantee. Ohio municipalities and counties may require performance bonds or other guarantees for water management improvement as stated in the ORC Chapter 711.101.

- A. Security Bond, Escrow Account, Verified Check or Cash shall be deposited with the Community prior to review by the Community Engineer and/or its consultants to cover professional services of the Community Engineer, Building Commissioner, Zoning Inspector and/or other experts required by the Community Engineer, Community Council, Mayor or Review Boards.
- B. No soil disturbing activities shall be permitted until a Security Bond, Escrow Account, Verified Check or Cash has been posted to the satisfaction of the Community Engineer sufficient for the Community to perform the obligations otherwise to be performed by the owner or person responsible for the development area as stated in this regulation, and to allow all work to be performed as needed in the event that the owner or person responsible for the development area fails to comply with the provisions of this regulation. The Security Bond, Escrow Account, Verified Check or Cash shall be released only after all work required by this regulation has been completed to the satisfaction of the Community Engineer and all permit and inspection fees required by these regulations have been paid in full.
- C. No project subject to this regulation shall commence without the Construction Site Conservation Plan having been approved by the Community Engineer.

- (2) Performance Guarantee: The furnishing of a performance guarantee will be maintained in an amount of not less than 120% of the estimate approved by the Community Engineer, of installation of the deferred improvements.
- (3) Maintenance Guarantee: The maintenance guarantee shall be maintained for a period of not less than 2 (two) years after final acceptance of the storm water, soil erosion, sediment, and other wastes control practices in an amount equal to 20% of the estimate approved by the Community Engineer, of the construction and, where necessary, removal of such practices.
- (4) Time Extension: The Community Engineer may extend for cause the time allowed for the installation of the improvements for which the performance guarantee has been provided with the receipt of a written request from the owner.
- (5) Completion: Upon completion of the construction of improvements or temporary and/or permanent, soil erosion, sediment, and other wastes control practices and the removal of the temporary

soil erosion, sediment, and other wastes control practices for which the performance guarantee has been provided the owner shall notify the Community Engineer of this fact.

- (6) Inspection: The Community will not release the Security Bond, Escrow Account, Verified Check or Cash guarantee until the Community Engineer has inspected the site to ensure that the guaranteed item(s) have been completed and/or removed.
- (7) Slow Release Devices: Performance and maintenance guarantees will be maintained on the temporary sediment removal slow release devices installed in detention and retention basins until the entire site has reached final soil stabilization. Final stabilization in single-family residential developments is when 90% of the homes are constructed with their lawns completely installed and any remaining unbuilt lots having been permanently stabilized with a uniform ground cover at a growth density of 80% or better.
- (8) Release: The Construction Maintenance Guarantee shall not be released by the Community until all temporary soil erosion and sediment control practices that are no longer needed have been removed, properly disposed of and any trapped sediment has been stabilized.

(Ord. 2013-40. Passed 9-24-13.)

1315.16 APPLICATION PROCEDURES FOR CONSTRUCTION CONSERVATION PLANS (CCP).

(a) This plan will be combined with the Post-Construction Water Quality plans that have also been developed for the site.

(b) Plans developed by the site owners and approved by the Community in accordance with this regulation do not relieve the site owner of responsibility for obtaining and complying with all other necessary permits and/or approvals from federal, state, county, and local agencies and departments. If requirements vary, the most stringent requirement shall be followed. Plans submitted to the Community Engineer for review and approval shall be accompanied by all other required permits and documentation relevant to the project, including but not limited to the permits required and issued by the US Army Corps of Engineers, Ohio EPA and ODNR Division of Water.

(c) Three (3) sets of the plans and necessary data required by this regulation shall be submitted to the Community Engineer with text material being submitted on 8.5 by 11 inch paper and drawings on no larger than 24 by 36 inch sized paper. Submittals shall include:

- (1) At the preliminary plan approval request, the preliminary plans only need to show all of the following existing and planned features: streams, water bodies, wetlands, riparian and wetland setback areas, permanent BMPs and storm water management detention and retention basins.

- (2) At the improvement plan approval request, the entire Comprehensive Storm Water Management Plan must be submitted.

(d) The Community Engineer shall review the plans, and shall approve or return these with comments and recommendations for revisions within thirty (30) working days after receipt of the plan as described above. A plan rejected because of deficiencies shall receive a report stating specific problems. At the time of receipt of a revised plan, another thirty (30) day review period shall begin.

(e) Approved plans shall remain valid for two (2) years from the date of approval. After two (2) years the plan(s) approval automatically expires.

(f) No soil disturbing activity shall begin before all necessary local, county, state and federal permits have been granted to the owner or operator.

(g) The Community will do construction inspections until the site reaches final stabilization as determined by the Community Engineer.

(Ord. 2013-40. Passed 9-24-13.)

1315.17 RESERVED.

1315.18 RESERVED.

1315.99 PENALTY.

(a) Whoever violates or fails to comply with any provision of this regulation is guilty of a misdemeanor of the first degree and shall be fined no more than one thousand dollars (\$1,000.00) or imprisoned for no more than one hundred eighty (180) days, or both, for each offense.

(b) A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(c) Upon notice from the Community Engineer, or designated representative, that work is being performed contrary to this regulation, such work shall immediately stop. Such notice shall be in writing and shall be given to the owner or person responsible for the development area, or person performing the work, and shall state the conditions under which such work may be resumed; provided, however, in instances where immediate action is deemed necessary for public safety or the public interest, the Community Engineer may require that work be stopped upon verbal order pending issuance of the written order.

(d) The imposition of any other penalties provided herein shall not preclude the Community, by or through its Law Director and/or any of their assistants, from instituting an appropriate action or proceeding in a Court of Proper Jurisdiction to prevent an unlawful development or to restrain, correct or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, or ordinances, rules or regulations or the orders of the Community Engineer.

(Ord. 2013-40. Passed 9-24-13.)

CHAPTER 1315

Storm Water Management

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CROSS REFERENCES

Plans and fees under Ohio Building Code - see BLDG. 1301.10

1315.01 DEFINITIONS.

As used in this chapter:

- (a) **APPROVING AUTHORITY:** The official responsible for administering the applicable program(s).
- (b) **BEST MANAGEMENT PRACTICE (BMP):** Any practice or combination of practices that is determined to be the most effective, practicable (including technological, economic, and institutional considerations) means of preventing or reducing the amount of pollution generated by nonpoint sources of pollution to a level compatible with water quality goals. BMPs may include structural practices, conservation practices and operation and maintenance procedures.
- (c) **CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC):** A person that has subscribed to the Code of Ethics and have met the requirements

established by the CPESC Council of Certified Professional In Erosion and Sediment Control, Inc. to be a Certified Professional in Erosion and Sediment Control.

(d) CHANNEL: A natural stream that conveys water, or a ditch or channel excavated for the natural flow of water.

(e) CONCENTRATED STORM WATER RUNOFF: Surface water runoff which converges and flows primarily through water conveyance features such as swales, gullies, waterways, channels or storm sewers, and which exceeds the maximum specified flow rates of filters or perimeter controls intended to control sheet flow.

(f) CONSERVATION: The wise use and management of natural resources.

(g) CONSTRUCTION GENERAL PERMIT: The most recent General National Pollutant Discharge Elimination System (NPDES) permit for authorization of stormwater discharges associated with construction activities by Ohio EPA (Permit #OHC000005 and all its successors).

(h) CUT AND FILL SLOPES: A portion of land surface or area from which soil material is excavated and/or filled.

(i) DENUDED AREA: A portion of land surface on which the vegetation or other soil stabilization features have been removed, destroyed or covered, and which may result in or contribute to erosion and sedimentation.

(j) DETENTION BASIN: A storm water management pond that remains dry between storm events. Storm water management ponds include a properly engineered/designed volume which is dedicated to the temporary storage and slow release of runoff waters.

(k) DEVELOPMENT AREA: Any tract, lot, or parcel of land, or combination of tracts, lots or parcels of land, which are in one ownership, or are contiguous and in diverse ownership, where earth-disturbing activity is to be performed.

(l) DITCH: An excavation, either dug or natural, for the purpose of drainage or irrigation, and having intermittent flow.

(m) DUMPING: The grading, pushing, piling, throwing, unloading or placing of soil or other material.

(n) EARTH DISTURBING ACTIVITY: Any grading, excavating, filling, or other alteration of the earth's surface where natural or man-made ground cover is destroyed.

(o) EARTH MATERIAL: Soil, sediment, rock, sand, gravel, and organic material or residue associated with or attached to the soil.

(p) EROSION: The process by which the land surface is worn away by the action of water, wind, ice or gravity.

(q) EXISTING: In existence at the time of the passage of these regulations.

(r) FREQUENCY STORM: A rainfall event of a magnitude having a specified average recurrence interval and is calculated with Natural Resources Conservation Service, USDA Type II twenty-four hour curves or depth-duration frequency curves.

(s) GRADING: Earth disturbing activity such as excavation, stripping, cutting, filling, stockpiling, or any combination thereof.

(t) GRUBBING: Removing, clearing or scalping material such as roots, stumps or sod.

(u) **LARGER COMMON PLAN OF DEVELOPMENT OR SALE:** A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

(v) **LANDSLIDE:** The rapid mass movement of soil and rock material downhill under the influence of gravity in which the movement of the soil mass occurs along an interior surface of sliding.

(w) **LOCAL COUNTY SWCD:** The local county Soil and Water Conservation District.

(x) **NATURAL RESOURCES CONSERVATION SERVICE (NRCS):** An agency of the United States Department of Agriculture, formerly known as the Soil Conservation Service (SCS).

(y) **NPDES PERMIT:** A National Pollutant Discharge Elimination System Permit issued by Ohio EPA under the authority of the USEPA, and derived from the Federal Clean Water Act.

(z) **OHIO EPA:** The Ohio Environmental Protection Agency.

(aa) **ORDINARY HIGH WATER MARK:** The point of the bank or shore to which the presence and action of surface water is so continuous as to leave a district marked by erosion, destruction or prevention of woody terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

(bb) **OUTFALL:** An area where water flows from a structure such as a conduit, storm sewer, improved channel or drain, and the area immediately beyond the structure which is impacted by the velocity of flow in the structure.

(cc) **PERSON:** Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, township, county, state agency, the federal government, or any combination thereof.

(dd) **PROFESSIONAL ENGINEER:** A person registered in the State of Ohio as a Professional Engineer, with specific education and experience in water resources engineering, acting in strict conformance with the Code of Ethics of the Ohio Board of Registration for Engineers and Surveyors.

(ee) **QUALIFIED INSPECTION PERSONNEL:** A person knowledgeable in the principles and practice of erosion and sediment controls, who possesses the skills to assess all conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity.

(ff) **REDEVELOPMENT:** The demolition or removal of existing structures or land uses and construction of new ones.

(gg) **RETENTION BASIN:** A storm water management pond that maintains a permanent pool of water. These storm water management ponds include a properly engineered/designed volume dedicated to the temporary storage and slow release of runoff waters.

(hh) **RIPARIAN AREA:** Naturally vegetated land adjacent to watercourses which, if appropriately sized, helps to stabilize streambanks, limit erosion, reduce flood flows, and/or filter and settle out runoff pollutants, or which performs other functions consistent with the purposes of these regulations.

(ii) **RIPARIAN SETBACK:** Those lands within the Community which are alongside streams where earth disturbing activities will not take place and natural vegetation will not be removed.

(jj) **SEDIMENT:** Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity or ice, and has come to rest on the earth's surface either on dry land or in a body of water.

(kk) **SEDIMENT SETTLING POND:** A temporary Sediment Pond that releases runoff at a controlled rate. It is designed to slowly release runoff, detaining it long enough to allow most of the sediment to settle out of the water. The outlet structure is usually a designed pipe riser and barrel. The entire structure is removed after construction. Permanent storm water detention structures can be modified to function as temporary Sediment Basins.

(ll) **SEDIMENT CONTROL:** The limiting of sediment being transported by controlling erosion or detaining sediment-laden water and, allowing the sediment to settle out.

(mm) **SEDIMENT BARRIER:** A sediment control device such as a geotextile Silt Fence or a grass Filter Strip, usually capable of controlling only small flow rates. (Straw bale barriers are not acceptable.)

(nn) **SEDIMENT POLLUTION:** A failure to use management or conservation practices to control wind or water erosion of the soil and to minimize the degradation of water resources by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for commercial, industrial, residential, or other purposes.

(oo) **SENSITIVE AREA:** An area or water resource that requires special management because of its susceptibility to sediment pollution, or because of its importance to the well-being of the surrounding communities, region, or the state and includes, but is not limited to, the following:

- (1) Ponds, wetlands or small lakes with less than five acres of surface area;
- (2) Small streams with gradients less than ten feet per mile with average annual flows of less than 3.5 feet per second containing sand or gravel bottoms.
- (3) Drainage areas of a locally or Ohio designated Scenic River.
- (4) Riparian and wetland areas.

(pp) **SETTLING POND:** A runoff detention structure, such as a Sediment Basin or Sediment Trap, which detains sediment-laden runoff, allowing sediment to settle out.

(qq) **SHEET FLOW:** Water runoff in a thin uniform layer or rills and which is of small enough quantity to be treated by sediment barriers.

(rr) **SLIP:** A landslide as defined under "Landslides."

(ss) **SLOUGHING:** A slip or downward movement of an extended layer of soil resulting from the undermining action of water or the earth disturbing activity of man.

(tt) **SOIL:** Unconsolidated erodible earth material consisting of minerals and/or organics.

(uu) **SOIL CONSERVATION SERVICE, USDA:** The federal agency now titled the "Natural Resources Conservation Service," which is an agency of the United States Department of Agriculture.

(vv) **SOIL EROSION AND SEDIMENT CONTROL PLAN:** A written and/or drawn soil erosion and sediment pollution control plan to minimize erosion and prevent off-site sedimentation throughout all earth disturbing activities on a development area.

(ww) SOIL EROSION AND SEDIMENT CONTROL PRACTICES: Conservation measures used to control sediment pollution and including structural practices, vegetative practices and management techniques.

(xx) SOIL STABILIZATION: Vegetative or structural soil cover that controls erosion, and includes permanent and temporary seeding, mulch, sod, pavement, etc.

(yy) SOIL SURVEY: The official soil survey produced by the Natural Resources Conservation Service, USDA in cooperation with the Division of Soil and Water Conservation, ODNr and the local Board of County Commissioners.

(zz) STORM WATER CONTROL STRUCTURE: Practice used to control accelerated storm water runoff from development areas.

(aaa) STORM WATER CONVEYANCE: All storm sewers, channels, streams, ponds, lakes, etc., used for conveying concentrated storm water runoff, or for storing storm water runoff.

(bbb) STORM WATER POLLUTION PREVENTION PLAN (SWP3): The plan required by Ohio EPA to meet the requirements of its National Pollutant Discharge Elimination System (NPDES) Permit program for construction activities.

(ccc) STREAM: A body of water running or flowing on the earth's surface, or a channel with a defined bed and banks in which such flow occurs. Flow may be seasonally intermittent.

(ddd) UNSTABLE SOIL: A portion of land surface or area which is prone to slipping, sloughing or landslides, or is identified by Natural Resources Conservation Service methodology as having a low soil strength.

(eee) USEPA: The United States Environmental Protection agency.

(fff) WASTEWATER: Any water that is contaminated with gasoline, fuel oil, hydrocarbon based chemicals, paint, paint washing liquids or other paint wastes, sanitary wastes, or any other Ohio EPA regulated contaminants.

(ggg) WATERCOURSE: Any natural, perennial, or intermittent channel with a defined bed and banks, stream, river or brook.

(hhh) WATER RESOURCES: All streams, lakes, ponds, wetlands, water courses, waterways, drainage systems, and all other bodies or accumulations of surface water, either natural or artificial, which are situated wholly or partly within, or border upon this state, or are within its jurisdiction, except those private waters which do not combine or affect a junction with natural surface waters.

(iii) WETLAND: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas. (40 Codified Federal Register (CFR) 232, as amended). Wetlands shall be delineated by a site survey approved by the Community using delineation protocols accepted by the U.S. Army Corps of Engineers and the Ohio EPA at the time of application of this regulation. If a conflict exists between the delineation protocols of these two agencies, the delineation protocol that results in the most inclusive area of wetlands shall apply.

(jjj) WETLAND SETBACK: Those lands adjacent to wetlands where earth disturbing activities will not take place and natural vegetation will not be removed.

(kkk) WINTER: October 1 to April 1 of each year.

(Ord. 2013-40. Passed 9-24-13.)

1315.02 PURPOSE.

(a) The intent of this regulation is to establish consistent technically feasible and operationally practical standards to achieve a level of storm water management, and erosion and sediment control that will minimize damage to public and private property and the degradation of water resources, and will promote and maintain the health, safety, and welfare of the residents of the Community.

(b) This regulation further intends, but is not limited, to:

(1) Allow development while minimizing increases in downstream flooding, erosion, and sedimentation.

(2) Reduce damage to receiving water resources and drainage systems that are caused by new development or redevelopment activities.

(3) Control storm water runoff resulting from soil disturbing activities.

(4) Assure that development site owners control the volume and rate of storm water runoff originating from their property so that surface water and ground water are protected, soil erosion is controlled, and flooding potential is not increased.

(5) Preserve to the maximum extent practicable the natural drainage characteristics of the building site and minimize the need to construct, repair, and replace enclosed storm drain systems.

(6) Preserve to the maximum extent practicable natural infiltration and groundwater recharge, and maintain subsurface flow that replenishes water resources, wetlands, and wells.

(7) Assure that storm water controls are incorporated into site planning and design at the earliest possible stage.

(8) Prevent unnecessary stripping of vegetation and loss of soil, especially adjacent to water resources and wetlands.

(9) Reduce the need for costly maintenance and repairs to roads, embankments, sewage systems, ditches, water resources, wetlands, and storm water management practices that are the result of inadequate soil erosion, sediment and storm water control.

(10) Reduce the long-term expense of remedial projects needed to address problems caused by inadequate storm water, erosion and sediment control.

(11) Require the construction of storm water management practices that serve multiple purposes including flood control, soil erosion and sediment control, and require water quality protection; and encourage such practices that promote recreation and habitat preservation.

(12) Ensure that all storm water management, soil erosion and sediment control practices are properly designed, constructed, and maintained.

(Ord. 2013-40. Passed 9-24-13.)

1315.03 DISCLAIMER OF LIABILITY.

Neither submission of a plan under the provisions herein, nor compliance with the provisions of these regulations, shall relieve any person or entity from responsibility for damage to any person or property that is otherwise imposed by law.

(Ord. 2013-40. Passed 9-24-13.)

1315.04 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY.

(a) Where this chapter imposes a greater restriction upon land than is imposed or required by other Community provisions of law, ordinance, contract or deed, the provisions of this ordinance shall prevail.

(b) If a court of competent jurisdiction declares any clause, section, or provision of these regulations invalid or unconstitutional, the validity of the remainder shall not be affected thereby.

(c) These regulations shall not be construed as authorizing any person to maintain a private or public nuisance on their property. Compliance with the provisions of this regulation shall not be a defense in any action to abate such nuisance.

(d) Failure of the Community to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the owner from the responsibility for the condition or damage resulting there from, and shall not result in the Community, its officers, employees, or agents being responsible for any condition or damage resulting there from.

(Ord. 2013-40. Passed 9-24-13.)

1315.05 EFFECTIVE DATE.

This chapter and its regulations shall become effective upon their passage.

(Ord. 2013-40. Passed 9-24-13.)

1315.06 SCOPE.

This chapter applies to development areas having new or relocated projects involving highways, underground cables, pipelines, subdivisions, industrial projects, commercial projects, building activities on farms, redevelopment of urban areas and all other land uses not specifically exempted. This ordinance does not apply to:

(a) Land disturbing activities related to producing agricultural crops or Silviculture operations regulated by the Ohio Agricultural Sediment Pollution Abatement Rules (1501: 15-3-01 to 1501: 15-3-09 of the Ohio Administrative Code) and existing at the time of passage of this regulation.

(b) Coal surface mining operations regulated by Chapter 1513 of the Ohio Revised Code and existing at the time of passage of this regulation.

(c) Other surface mining operations regulated by Chapter 1514 of the Ohio Revised Code and existing at the time of passage of this regulation.

(Ord. 2013-40. Passed 9-24-13.)

1315.07 CONSULTATIONS.

In implementing these regulations the Community Engineer or other Community officials may consult with the local county SWCD, state and federal agencies and other technical experts as necessary. Any costs associated with such consultations may be assessed to the applicant or his or her designated representative. (Ord. 2013-40. Passed 9-24-13.)

1315.08 CONSTRUCTION SITE CONSERVATION PLAN.

In order to control storm water damage and sediment pollution of water resources, wetlands, riparian areas, other natural areas, and public and private lands, the owner of each development area shall be responsible for developing a comprehensive Construction Site Conservation Plan. This plan will address storm water management (volume and peak rate of runoff), soil erosion, sediment and other wastes control. This plan must contain a description of controls appropriate for each construction operation covered by these regulations, and the operator must implement the planned controls in a timely manner. The plan and BMPs used to satisfy the conditions of these regulations shall meet the standards and specifications in the current edition of the Ohio Rain Water and Land Development manual. The plan must make use of the practices that preserve the existing natural condition to the Maximum Extent Practicable. The plan shall identify the subcontractors engaged in activities that could impact storm water runoff. The Construction Site Conservation Plan shall contain signatures from all of the identified subcontractors indicating that they have been informed and understand their roles and responsibilities in complying with the Construction Site Conservation Plan.

(a) Development Sites Under 1 (One) Acre in Size: Individual development sites that are larger than 8,000 square feet and smaller than one (1) acre (43,560 square feet) in total size of disturbed area, can submit abbreviated soil erosion and sediment control plans with the topography plan for the requested permit(s). The abbreviated plan must cover the following items, in addition to any other items from this ordinance that are required by the City Engineer.

(1) Storm Water Issues: A statement as to how the increased storm water runoff that will be caused by the planned development project will be handled. The statement must identify the Best Management Practices (BMP'S) the new construction project will include in order to address storm water runoff.

(2) Redevelopment: Owners of development sites that were created by demolishing an older existing structure can request, in writing, that the City Engineer exempt them from the storm water issues if the total soil surface area being made impermeable is the same or less than the total soil surface area that was impermeable due to the structure(s) being torn down and removed. For a previously developed area, one or a combination of the following two conditions shall be met; (1) a 20% net reduction of the site's volumetric runoff coefficient through impervious area reduction with soil restoration or replacing impervious roof are with green roof area, or (2) treatment of 20% of the WQv (Water Quality Volume) for the previously developed area using a practice meeting table 4a/4b (1315.12(e)) requirements.

Where there is a combination of redeveloped areas and new development, a weighted approach shall be used with the following equation:

$$WQ_v = P * A * [(Rv_1 * 0.2) + (Rv_2 - Rv_1)] / 12 \quad (\text{Equation 3})$$

where

P = 0.90 inches

A = area draining into the BMP in acres

Rv₁ = volumetric runoff coefficient for existing conditions (current site impervious area)

Rv₂ = volumetric runoff coefficient for proposed conditions (post-construction site impervious area)

Post-construction practices shall be located to treat impervious areas most likely to generate the highest pollutant load, such as parking lots or roadways, rather than areas predicted to be cleaner such as rooftops.

(3) Riparian and Wetland Setbacks: All riparian and wetland setback areas will be identified in the plan and in the field before construction starts.

(4) Soil Erosion and Sediment Issues: A sketch of the entire development site must be submitted that identifies the location of:

A. All existing and planned impervious areas, storm water inlets, drainage swales, wetlands, streams, conservation easements and other natural features to be saved and protected on the property.

B. All existing and planned temporary and permanent conservation practices for the site. Residential lots shall include at a minimum the following:

1. Soil erosion and sediment control BMPs, and;
2. Construction Entrance, and;
3. Temporary Grass Seeding with 2 tons per acre of straw mulch, and;
4. Storm Drain Inlet Protection around every storm yard inlet on the site or accepting drainage from the site, and;
5. Silt Fence protection for any stream located on or close to the site and lacking an adequate vegetative buffer, and;
6. Silt Fence to prevent sediment discharge into street storm sewer inlets where no centralized sediment control exists for the drainage area that includes the lot, and;
7. Construction fence to protect any conservation easements, riparian setbacks and wetland setbacks from encroachment by construction activities.

(b) Development Sites 1 (One) Acre In Size or Larger: All developments that have a larger common plan of development or sale equal to or larger than one (1) acre in size of disturbed area are subject to this ordinance and shall follow all of the requirements set forth in this ordinance.

(1) Description of the Plan of Construction: The following information shall be included in the Construction Site Conservation Plan:

A. Site Description:

1. A description of the prior land uses of the site.
2. A description of the nature and type of construction activity (e.g., low density residential, shopping mall, highway, etc.).
3. A description of the total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavating, filling or grading, including off-site borrow, fill or spoil areas and off-site utility installation areas).
4. An estimate of the impervious area and percent imperviousness created by the construction activity.
5. The types of soils within, or affected by, the development area, and the location of all highly erodible or unstable soils as determined by the most current edition of the soil survey of the county, by the Natural Resources Conservation Service (NRCS),
6. An onsite, detailed Soils Engineering Report if required by the Community Engineer.
7. The name and/or location of the immediate receiving stream or surface water(s) and the first subsequent named receiving water and the major river watersheds in which it is located.

B. A vicinity sketch locating:

1. The larger common plan of development or sale
2. The development area
3. All pertinent surrounding natural features within 200 feet of the development site including, but not limited to:
 - a. Water resources such as wetlands, springs, lakes, ponds, rivers and streams (including intermittent streams with a defined bed and bank)
 - b. Conservation Easements
 - c. Other sensitive natural resources
 - d. The sensitive areas receiving runoff from the development
4. All off-site borrow or spoil areas
5. All off-site utility installation areas that are related to the planned project

C. The existing and proposed topography shown in the appropriate contour intervals as approved by the Community Engineer (generally one-foot contours are used).

D. The location and description of existing and proposed drainage patterns and facilities, including any allied drainage facilities beyond the development area and the larger common plan of development or sale.

E. Existing and proposed watershed boundary lines, direction of flow and watershed acreage.

F. The person or entity responsible for continued maintenance of all vegetative and/or mechanical BMPs for both the construction and post-construction phases of the development.

G. Long-term maintenance requirements and schedules of all BMPs for both the construction and post-construction phases of the development.

H. Long-term maintenance inspection schedules.

I. The person or entity financially responsible for conducting the inspections of, and the maintenance of, permanent storm water conveyance and storage structures and all other conservation practices.

J. The method of ensuring that funding will be available to conduct the long-term maintenance and inspections of all permanent storm water, soil erosion and sediment control and water quality practices.

K. The location of any existing or planned riparian and/or wetland setback areas on the property.

L. The plan must clearly describe, for each major construction activity, the appropriate BMPs and the general timing (or sequence) during the construction process of when the measures will be implemented; and, who (which contractor) will be responsible for implementation (e.g., Contractor A will clear, grub and install perimeter controls and Contractor B will maintain perimeter controls until final stabilization; Contractor C will conduct and document the scheduled inspections.)

M. Location and description of any storm water discharges associated with dedicated asphalt and concrete plants covered by this regulation and the Best Management Practices to address pollutants in these storm water discharges.

(2) Construction Site Conservation Plan Elements: the Construction Site Conservation Plan shall include, at a minimum, the following information:

A. The Construction Site Conservation Plan shall include a map showing the location of:

1. The limits of earth disturbing activity including excavations, filling, grading or clearing.
2. Drainage patterns during major phases of construction.
3. The location of each proposed soil erosion and sediment control BMP, including:
 - a. Permanent soil erosion control practices to be left in place after construction operations have been completed (e.g. level spreaders, permanent erosion control matting, gabions, rock lined channels, etc.),
 - b. Areas likely to require temporary stabilization during the course of site development,
 - c. Designated construction entrances where vehicles will access the construction site,
 - d. In-stream activities including stream crossings,
 - e. Areas designated for the storage or disposal of solid, sanitary and toxic wastes,
 - f. Dumpsters,
 - g. Cement truck washout,
 - h. Fuel tanks

i. BMPs that divert runoff away from disturbed areas and steep slopes where practicable including rock check dams, pipe slope drains, diversions to direct flow away from exposed soils, and protective grading practices,

j. Sediment settling ponds drawn to scale.

4. Existing and proposed locations of buildings, roads, parking facilities and utilities.

5. Boundaries of wetlands and stream channels the owner intends to fill or relocate for which the owner is seeking approval from the US Army Corps of Engineers and/or Ohio EPA. B. The Construction Site Conservation Plan shall include a list of soil erosion and sediment control BMPs being used and the standards and specifications, including detailed drawings, for each BMPs. This list shall include:

1. Methods of controlling the flow of runoff from disturbed areas so as to prevent or minimize erosion.

2. Identification of the Structural Practices to be used to control erosion and trap sediment from a site remaining disturbed for more than 14 days. A description shall be included of how each selected control will store runoff so as to let sediments settle out and/or divert flows away from exposed soils or act to limit runoff from exposed areas.

3. Identification for each Structural Practice of its size, detail drawings, maintenance requirements and design calculations.

4. The type and amount of plant seed, live plants, fertilizer, agricultural ground limestone and mulch to be used. Specification of soil testing requirements for fertility and lime requirements will be included. Specification for the use of perennial grass seed will also be included.

5. Settling ponds will be identified with basic dimensions and the calculations for size and volume.

6. Detailed drawings and installation requirements of all other structural control BMPs.

7. Any other soil erosion and sediment control related BMPs and items that are required by the Community Engineer.

8. For developments where the overall plan does not call for centralized sediment control capable of controlling multiple individual lots, a detail drawing of a project specific typical individual lot showing standard individual lot soil erosion and sediment control practices and the sequence and timing of BMP installation for the individual lots. This does not remove or eliminate the responsibility to designate and install specific soil erosion and sediment control practices for the storm water discharges.

C. The Construction Site Conservation Plan shall include the scheduling, phasing, and coordination of construction operations and erosion and sediment control BMPs, including vegetative plantings and mulch.

(3) The Construction Site Conservation Plan shall include a description of the Storm Water Management (SWM) practices to be used on the site. The SWM element of the Plan shall include, at a minimum, the following:

A. A map showing the location, drawn to scale, of permanent SWM conveyance, detention and retention structures, other SWM control structures and the SWM easements.

- B. A general description of the SWM strategy proposed to meet this chapter.
- C. Design calculations for all permanent SWM conveyance, detention and retention structures, and other SWM control structures.
- D. A minimum of one green infrastructure/infiltration stormwater control measure (SCM) to be included on the Construction Site Conservation Plan or any combination of green infrastructure and infiltration practices to be installed on site when feasible. This includes, but is not limited to, bioretention areas/cells, infiltration basins, infiltration trenches, and permeable pavement. Any site exemption to this requirement is to be determined by the Community Engineer pending a review of valid site restrictions provided by the developer. For permeability requirements, refer to Section 1315.12(e) Table 4b - Infiltration Post-Construction Practices with Maximum Drain Times or 1317.09 Table 2.
- E. For redevelopment projects/previously developed area requirements, refer to Section 1315.08 (2) of this ordinance.
- F. Any other SWM related items required by the Community Engineer. (Ord. 2013-40. Passed 9-24-13.)

1315.09 EASEMENTS.

Future access to floodplains, flood control facilities, runoff drainage ditches and channels, runoff storage facilities, storm sewers and other drainage ways and structures, as required by the Community Engineer, shall be secured by means of easements.

(a) The easements shall be recorded in the name of the Community and, in single-family residential developments, the homeowners association.

(b) Such easements shall be not less than twenty-five (25) feet in width, in addition to the width of the ditch, channel, or other facility it is to serve. Access easements of this type shall be provided on one (1) side of the flood control or storm drainage ditch, channel, or similar type facility.

(c) Access along the initial drainage system shall be by means of easements. Such easements shall be not less than twenty-five (25) feet in width, with a minimum ten (10) foot width on either side of the centerline.

(d) Access adjacent to storage facilities shall consist of a twenty-five (25) foot easement in the case of detention (dry) basins, and a twenty-five (25) foot easement with a twenty-five (25) foot level bench in the case of retention (wet) basins, measured from the top of the bank, and shall include the storage facility itself.

(e) Easements for the emergency flow ways shall be a minimum of twenty-five (25) feet in width, or larger if required by the Community Engineer.

(f) Flood control or storm drainage easements containing underground facilities shall have a minimum width of twenty-five (25) feet.

(g) The easements shall be restricted against the planting within said easement of trees, shrubbery or plantings with woody growth characteristics, and against the construction therein of buildings, accessory buildings, fences, walls or any other obstructions to the free

flow of storm water and the movement of inspectors and maintenance equipment and also restricted against the changing of final grade from that described by the grading plan.

(Ord. 2013-40. Passed 9-24-13.)

1315.10 MAINTENANCE.

Any portion of the permanent drainage and soil erosion systems, including on-site and off-site storage facilities that are constructed by the owner, will be continuously maintained into perpetuity.

(a) Maintenance plans shall be provided by the permittee to both the Community Engineer and the post- construction operator of the BMP (including homeowner associations) upon completion of construction activities and prior to the Community Engineer giving final approval for the completed construction.

(b) Single Family and Multi-family Residential Developments: A Homeowners' Association shall be created and placed in title of the affected lands and shall be continuously responsible for post-construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the Community.

(c) Apartments, Commercial and Industrial Developments: The plans will clearly state that the owner of the property shall be continuously responsible for post-construction maintenance and inspections into perpetuity unless the Community officially accepts such maintenance and inspections.

(d) Maintenance Design: All temporary and permanent soil erosion and sediment control practices shall be designed and constructed to minimize maintenance requirements. Multi-use facilities incorporating assets such as aesthetics and recreation may be incorporated into the design of the drainage facilities. All permanent drainage, soil erosion, sediment control, water quality management systems and BMPs, including on-site and off-site structures and vegetation that are constructed or planted, must be inspected and maintained into perpetuity by the responsible party designated in the plans. Inspections and maintenance will be incorporated periodically throughout the year to ensure that the facilities are properly operational.

(e) Perpetual Maintenance Inspections: One (1) inspection with a written report will be performed each year. The written report will be given to the Community Engineer by May 1 of each and every year after the Best Management Practice (BMP) has been completed.

(1) Structures that require a permit from the Ohio Division of Water: A written and stamped report from a professional engineer on the status of all structural BMPs that require a permit from the Ohio Department of Natural Resources (ODNR) Division of Water. This applies to all BMPs that require a permit either at the time of construction or fall under the jurisdiction of the ODNR Division of Water at any time after construction is completed.

(2) Easements: A written report from an inspector on the status of all storm water management easements for each project shall be submitted to the Community Engineer by May 1 of each year into perpetuity. These reports will document if restricted plantings, fences and structures are on the easement and will identify the location of the noted easement restriction violations.

(3) Best Management Practices (BMPs) that do not have a high risk for loss of life, bodily injury, or damage to structures or infrastructure related to imminent failure as determined by the Community Engineer: A written and stamped report from a professional engineer, landscape architect or Certified Professional In Erosion and Sediment Control (CPESC) on the status of permanent soil erosion, sediment control, water quality management systems and the status of the related easements shall be submitted to the Community Engineer by May 1 of each year into perpetuity.

(4) BMPs that have a potential loss of Life: A written and stamped report covering the status of all BMPs that have a potential for loss of life, bodily injury, or damage to structures or infrastructure will be prepared by a professional engineer or other individual possessing a valid state license that authorizes them to design the same type of BMP for construction.

(Ord. 2013-40. Passed 9-24-13.)

1315.11 MINIMUM STANDARDS.

In order to control sediment pollution of water resources, the owner or person responsible for the development area shall use conservation planning and practices to maintain the level of conservation established in the following standards.

(a) The plan shall include measures that control the flow of runoff from disturbed areas so as to prevent soil erosion from occurring.

(b) Structural Practices shall be used to control erosion and trap sediment from areas remaining disturbed for more than 14 days.

(c) Sediment Barriers: Sheet flow runoff from denuded areas shall be intercepted by Silt Fence or Diversions to protect adjacent properties and water resources from sediment. Where intended to provide sediment control, Silt Fence shall be placed on a level contour. The relationship between the maximum drainage areas to Silt Fence for a particular slope is shown in the table below (placing silt fence in a parallel series does not extend the size of the drainage area).

Table 1: Silt Fence Applicability

Maximum drainage area (in acres) to Range of slope for a particular drainage area
100 linear feet of Silt Fence

(in percent)

0.5

< 2%

0.25

> 2% but < 20%

0.125

> 20% but < 50%

This does not preclude the use of other sediment barriers designed to control sheet flow runoff. The total runoff flow treated by a sediment barrier shall not exceed the design capacity for that sediment barrier. Straw Bale Barriers are not acceptable.

(d) Storm Water Diversion Practices: Storm water diversion practices shall be used to keep runoff away from disturbed areas and steep slopes where practicable. Such practices,

which include Swales, Dikes or Berms, Pipe Slope Drains and Diversions, may receive storm water runoff from areas up to ten (10) acres. Storm water diversion practices alone are not considered a sediment control practice unless those are used in conjunction with a sediment settling pond.

(e) All sediment control practices must be capable of ponding runoff in order to be considered functional.

(f) Clearing and Grubbing will be done in two (2) or more phases. The first phase will include only those locations necessary to install the perimeter soil erosion, sediment and storm water control BMPs. After the perimeter controls are in place and functioning, the remaining phase(s) of clearing and grubbing may continue.

(g) Timing of Sediment Trapping Practices: Sediment control practices shall be functional throughout all phases of up slope earth disturbing activity. Settling facilities, perimeter controls and other practices intended to trap sediment shall be implemented prior to grading and within seven (7) days from the start of grubbing. They shall continue to function until the up slope development area is permanently restabilized. As construction progresses and the topography is altered, appropriate controls must be constructed or existing controls altered to address the changing drainage patterns.

(h) Stabilization of Denuded Areas: Disturbed areas must be stabilized as specified in the tables below, or according to the Ohio EPA NPDES Storm Water Permit Rules, whichever is most restrictive:

Table 2: Permanent Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any areas that will lie dormant for one year or more	Within seven days of the most recent disturbance
Any areas within 50 feet of a surface water of the state and at final grade	Within two days of reaching final grade
Other areas at final grade	Within seven days of reaching final grade within that area

Table 3: Temporary Stabilization

Area requiring temporary stabilization	Time frame to apply erosion controls
Any disturbed areas within 50 feet of a surface water of the state and not at final grade	Within two days of the most recent disturbance if the area will remain idle for more than 14 days
Any disturbed areas that will be dormant for more than 14 days but less than one year, and not within 50 feet of a surface water of the state	Within seven days of the most recent disturbance within the area For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s).
Disturbed areas that will be idle over winter	Prior to the onset of winter weather

(i) Sediment Settling Ponds: A sediment settling pond is required for any one of the following conditions:

- Concentrated storm water runoff (e.g., storm sewer or ditch);
- Runoff from drainage areas, which exceed the design capacity of silt fence or other sediment barriers;
- Runoff from drainage areas that exceed the design capacity of inlet protection;
- Runoff from common drainage locations with 10 or more acres of disturbed land.

Alternative controls can be used if the owner can show, in writing, that the Ohio EPA approved the use of alternatives that the owner demonstrated to be equivalent in effectiveness to a sediment settling pond.

(1) Where storm sewer drainage areas include 10 or more acres disturbed at one time, a temporary (or permanent) sediment settling pond must be provided until final stabilization of the site. In single-family residential construction, final stabilization is after the houses are built and permanent landscaping is done.

A. It is recommended that for drainage locations of less than 10 acres, smaller sediment settling basins and/or sediment traps be used.

(2) Each facility's storage capacity shall be no less than 1800 cubic feet of dewatering zone area per acre of total contributing drainage area and 1000 cubic feet per disturbed acre of sediment storage zone area. The storage volume will be measured from the bottom of the basin to the top of the primary (principle) spillway.

(3) Permanent storm water management ponds that are designed to trap sediment during construction shall be designed to provide for a slow release of sediment-laden water. The draw down time must be at least 48 hours, or meet the criteria in the Ohio Rainwater and Land Development manual whichever is most stringent.

(4) The design configuration between inlet(s) and the outlet of settling ponds must provide at least two units of length for each one unit of width (> 2:1 length to width ratio); a length to width ratio of 4:1 is recommended.

(5) The depth of the dewatering zone of the sediment settling pond must be less than or equal to five (5) feet.

(6) Sediment must be removed from the sediment settling ponds when the design capacity has been reduced by 40%.

(7) Public safety, especially as it relates to children, must be considered in the design. Alternative sediment controls must be used where site limitations would preclude a safe design.

(8) Temporary sediment settling ponds will not be constructed in any stream channel.

(j) Storm Sewer Inlet Protection:

(1) All storm sewer inlets that accept water runoff from the development area shall be protected so that sediment-laden water will not enter the storm sewer, unless the storm drain system drains to a Sediment Settling Pond and is exempted in writing by the Community Engineer. In areas where construction will be ongoing, such as subdivisions, the storm sewer protection shall be maintained until all up slope areas reach final stabilization, as determined by the Community Engineer.

(2) All inlets receiving runoff from drainage areas of one or more acres will require a sediment settling pond.

(3) At the end of this period the site owner shall hydraulically clean the storm sewers to the satisfaction of the Community Engineer. All sediments shall be removed from the system and shall not be flushed downstream.

(k) Storm Sewer and Other Drainage Outlets: All storm sewers, footer drains, roof gutter drains and all other drains will be outletted at the bottom of the slope. The slope below the outlet will be able to control the water being drained through the storm sewer or other drains without causing erosion of the stream or channel banks or channel bottom or other areas that the water is outletted on.

(l) Working Near, Or Crossing Streams and Wetlands:

(1) Construction vehicles shall avoid water resources, wetlands, riparian areas, and their setbacks. If construction vehicles must cross these areas during construction, an approved temporary crossing shall be constructed. Streams, including intermittent streams with a defined bed and banks, shall be restabilized immediately after in-channel work is completed, interrupted, or stopped. Erodible materials will not be used in making stream crossings.

(2) No soil, rock, debris, or any other material shall be dumped or placed into a water resource or into such proximity that it may slough, slip, or erode into a water resource unless such dumping or placing is authorized by the approving authority and, when applicable, the US Army Corps Of Engineers and Ohio EPA, for such purposes as, but not limited to, constructing bridges, culverts, and erosion or sediment control structures.

(3) If construction activities disturb areas adjacent to streams, structural practices shall be designed and implemented on site to protect the adjacent streams from the impacts of sediment runoff.

(4) No temporary or permanent sediment controls will be constructed in a stream channel.

(5) Streams and wetland setbacks required by the community will be implemented. As a minimum a setback of 25 feet, as measured from the ordinary high water mark of the surface water, will be maintained in its natural state as a permanent buffer.

(m) Construction Entrance:

(1) Measures shall be taken to prevent soil transport onto public roads, or surfaces where runoff is not checked by sediment controls.

(2) Stone with geotextile construction entrance(s) shall be implemented as required by the Community Engineer and the Ohio EPA. These will be planned and installed according to the requirements in the most recent edition of the Ohio Rainwater and Land Development manual.

(3) Where soil is transported onto a public road surface, the roads shall be cleaned thoroughly at the end of each day, or more frequently, in order to ensure public safety. Soil shall be removed from paved surfaces by shoveling or sweeping. Street washing shall be allowed only after shoveling or sweeping has removed most of the sediment and street sewer inlet protection is properly installed unless end of sewer sediment ponds exist and are properly functioning.

(4) Erodible material ramps in streets will not be used to enable equipment to cross curbs. Non-erosive materials (e.g. wood and stone) can be used.

(n) Unstable Soils:

(1) Unstable soils will be as determined by the local county Soil Survey or by a detailed soils report.

(2) The Community Engineer may require detailed soil reports when deemed necessary.

(3) Unstable soils prone to slipping or land sliding shall not be graded, excavated, filled or have loads imposed upon them unless the work is performed in accordance with a qualified professional engineer's recommendations to correct, eliminate, or adequately address the problems.

(o) Cut And Fill Slopes: Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion and slippage. Consideration shall be given to the length and steepness of the slope, soil type, up slope drainage area, groundwater conditions and slope stabilization. The minimum final unreinforced soil slopes will have a horizontal to vertical ratio of 2:1 (the horizontal will be two (2) times the vertical).

(p) Stabilization of Outfalls and Channels: Outfalls and constructed or modified channels shall be designed and constructed to withstand the expected velocity of flow from the planned post-development frequency storm without eroding. The planned post-construction velocity and flow shall include the entire contributing watershed. Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to provide non-erosive velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

(q) Establishment of Permanent Vegetation: A permanent vegetative cover shall be established on denuded areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until ground cover is achieved which, in the opinion of the Community Engineer, has 80% vegetative density over the entire disturbed area and provides adequate cover, and is mature enough to satisfactorily control soil erosion and survive adverse weather conditions.

(r) Disposition of Temporary Practices: All temporary soil erosion and sediment control practices shall be disposed of immediately after final site stabilization is achieved or after the temporary practices are no longer needed, unless otherwise required by the

Community Engineer. Trapped sediment shall be permanently stabilized to prevent further erosion. The Construction Maintenance Guarantee shall not be released by the Community until all temporary soil erosion and sediment control practices that are no longer needed have been removed, properly disposed of and any trapped sediment has been stabilized.

(s) Underground Utility Construction: The construction of underground utility lines, pipes, etc. shall be subject to the following criteria:

(1) Trenches shall remain open for no more than five days.

(2) There shall be no turbid discharges to surface waters resulting from dewatering activities. If trench or ground water contains sediment, it must pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site or to waters of the state.

(3) When discharging clean ground water care must be taken to ensure that it does not become pollutant laden by crossing over disturbed soils or other pollutant sources.

(t) Inspections:

(1) If inspections or other information indicates a control has been used inappropriately or incorrectly or it has failed, it must be replaced or modified for the site conditions.

(2) The owner of the development area shall have the site inspected for soil erosion, sediment control and other environmental concerns every seven (7) calendar days, and within twenty-four (24) hours of a 0.5 inch or greater rainfall event until the Community Engineer certifies the site as being stable. The Community Engineer certification does not relieve the permittee from meeting the Ohio EPA NPDES inspection requirements.

(3) The inspection frequency may be reduced to at least once every month if the entire site is temporarily stabilized or runoff is unlikely due to weather conditions (e.g., the site is covered with snow, ice, or the ground is frozen.) A waiver of inspection requirements is available until one month before thawing conditions are expected to result in a discharge if all of the following conditions are met: the project is located in an area where frozen conditions are anticipated to continue for extended periods of time (i.e., more than one month); land disturbance activities have been suspended; and the beginning and ending dates of the waiver period are documented. Once a definable area has been fully stabilized, you may mark this on your plans and no further inspection requirements apply to that portion of the site.

(4) Following each inspection, a checklist must be completed and signed by the qualified inspection personnel representative. At a minimum, the inspection report must include: i) the inspection date; ii) names, titles, and qualifications of personnel making the inspection; iii) weather information for the period since the last inspection including the timing, duration, and depth of any storms; iv) weather information and a description of any discharges occurring at the time of the inspection; v) location(s) of discharges of sediment or other pollutants from the site; vi) location(s) of BMPs that need to be maintained; vii) location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location; viii) location(s) where additional BMPs are needed that did not exist at the time of the inspection; and, ix) corrective action required including any necessary changes to the Comprehensive Storm Water Management Plan and implementation dates.

(5) The inspection log will include the date and actions taken to correct problems noted in past inspection logs.

(6) If the construction site is subject to Ohio EPA's National Pollutant Discharge Elimination System (NPDES) permit for construction activity, a copy of all of the required inspection sheets will be submitted to the Community Engineer within three (3) working days of the date that the inspection was conducted.

(7) Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system.

(8) Erosion and sediment controls identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly.

(9) Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters.

(10) Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.

(11) Sensitive areas including riparian and wetland setbacks shall be observed to ensure that they remain well marked and undisturbed.

(12) If the inspection reveals that a control practice is in need of repair or maintenance, with the exception of sediment settling ponds, it must be repaired or maintained within three (3) days of the inspection. Sediment settling ponds must be repaired or maintained within ten (10) days of the inspection.

(13) If any inspection reveals that a control practice fails to perform its intended function and that another, more appropriate control practice is required, the Construction Site Conservation Plan must be amended and the new control practice must be installed within 10 days of the inspection.

(14) If the inspection reveals that a control practice has not been implemented in the time required by this ordinance it must be installed within ten (10) days from the date of inspection.

(15) If the inspection reveals that a planned control practice is not needed, the record must contain a statement of explanation as to why the control practice is not needed.

(u) Control of Materials and Debris: Site management practices shall be implemented to prevent toxic materials, hazardous materials, or other debris from entering the Community's and state's water resources or wetlands. These practices shall include, but are not limited to, the following:

(1) A covered dumpster shall be made available for the proper disposal of construction site waste materials, garbage, plaster, drywall, grout, gypsum and etc. A second covered dumpster will be provided for the proper disposal of toxic and hazardous wastes.

(2) The washing of excess concrete material into a street, catch basin, or other public facility or natural resource shall not occur. A designated area for concrete washouts shall be made available and used for all concrete washouts.

(3) All fuel tanks and drums shall be stored in a marked storage area. A dike shall be constructed around this storage area with a minimum capacity equal to 110% of the volume of the largest container in the storage area. All additional requirements of the local

fire authority must be followed. If the fuel tanks have a self-contained "dike," the plug will be kept in the "dike" tank at all times.

(4) Any toxic or hazardous wastes and/or contaminated soils must be disposed of according to all applicable environmental laws and statutes. Local health districts and Ohio EPA can provide guidance on these issues.

(5) On a site with a prior industrial landuse or a site that is contaminated with gasoline, fuel oil, hydrocarbon based chemicals or other Ohio EPA regulated contaminants, the storm water is considered wastewater. A permit from Ohio EPA is required to address these sites.

(6) Proper permits shall be obtained for development projects on solid waste landfill sites.

(7) Paint, paint washing liquids, excess paints and other paint wastes are considered solid wastes and shall be disposed of in accordance with applicable state regulations. Appropriate handling of these wastes shall occur at the site so as to prevent the discharge of these wastes into surface or ground waters.

A. Water based paint washing liquids and small quantities of excess water based paints may be disposed of by flushing down a connected sanitary sewer but may not be disposed of in an on- lot disposal system.

B. All other paints, paint thinners, and paint cleaning materials will be disposed of in the site's hazardous waste disposal dumpster.

(8) Restroom facilities will be provided for site workers at all times that workers are present on the site and during all phases of the construction.

(9) All required permits from appropriate federal, state, or local agencies are required to develop land with a previous industrial or commercial use or another use that may have led to soil contamination by a regulated pollutant.

(v) Pre-winter Stabilization: If the development area will, or is planned to remain, active through the winter months, the owner of the development area shall hold a Pre-Winter Stabilization Meeting. The meeting will be held before October 1. The owner shall invite the operator, developer, engineer, contractor, Community Engineer and anyone else requested by the Community Engineer to the meeting.

(w) Storm Water Basins:

(1) Pool Geometry: The minimum length-to-width ratio for the pond is 3:1 (the length will be three (3) times the width).

(2) Riser in Embankment: The riser shall be located within the embankment for purposes of maintenance access. Access to the riser will be by manholes.

(3) Water Drains: Each retention basin shall have a drainpipe that can completely drain the pond. The drain shall have an elbow within the pond to prevent sediment deposition from plugging the drain.

(4) Adjustable Gate Valves: Both the storm water management and water quality basin drains shall have adjustable gate valves. Valves shall be located inside the riser at a point where they will remain dry and can be operated in a safe and convenient manner. During the annual inspections the valves shall be fully opened and closed at least once, and the certifying official shall attest to this on the inspection form. To prevent vandalism, the handwheel shall be chained to a ringbolt or manhole step.

(5) **Principal Spillway:** Each principal spillway shall be designed in accordance with the NRCS standards and specifications for the office serving the county. Each principal spillway shall have the capacity to pass the 100-year design storm flow. The inlet or riser size for the pipe drops shall be designed so that the flow through the structure goes from weir flow control to pipe flow control without going into orifice control in the riser. The crest elevation of the primary spillway shall be no less than one foot below the emergency spillway crest. Premium joint pipe is required and a removable trash rack shall be installed at each location. Anti-seep collars shall be provided for all pipe conduits through an embankment.

(6) **Emergency Spillway:** An emergency spillway shall be provided on each storm water management basin. Emergency spillways shall convey flood flows safely past the embankment, and shall be designed in accordance with NRCS standards and specifications for the office serving the local county. Emergency spillways shall have a 100-year design storm capacity unless exempted in writing by the Community Engineer.

(7) **Embankments:** Each dam embankment shall be designed in accordance with the NRCS standards and specifications for the office serving the county that the project is located in. Anti-seep collars shall be provided for all pipe conduits through an embankment.

(8) **Safety Features:**

A. The primary spillway opening shall not permit access to the public and other non-maintenance personnel.

B. The perimeter of all water pool areas that are deeper than three (3) feet shall be surrounded by benches that meet the following:

1. A safety bench, with a maximum slope of 3%, which extends outward, on dry land, from the shoreline. This bench will be a minimum of 25 feet wide to provide for the safety of individuals and maintenance vehicles that are adjacent to the water pool. The safety bench may be landscaped, without the use of structures, to prevent access to the water pool.

2. Side slopes between the safety bench and the aquatic bench shall not be steeper than 3:1 (3 feet horizontal for every 1 foot vertical).

3. An aquatic bench that extends inward from the shoreline far enough to ensure public safety and has a maximum depth of 15 inches below the normal water surface elevations. The aquatic bench may be landscaped to prevent access to the deeper water pool.

4. Side slopes beyond the aquatic bench and below the permanent water level shall not be steeper than 2:1 (2 feet horizontal for every 1 foot vertical).

5. The contours of the pond will be designed and managed to eliminate drop-offs and other hazards.

6. Side slopes getting to the pond shall not exceed 3:1 and shall terminate on a safety bench.

7. Soil erosion and sediment control practices used to satisfy these standards shall meet the standards and specifications in the current edition of the Ohio Rainwater and Land Development manual, NRCS Field Office Technical Guide for the local county or the Ohio EPA, whichever is most stringent.

(x) These standards are general guidelines and shall not limit the right of the Community Engineer to impose at any time additional, more stringent requirements, nor shall the standards limit the right of the Community Engineer to waive, in writing, individual requirements.

(y) Soil limitations shall be determined by using the current edition of the county soil survey written by the NRCS, USDA.

(z) Methods for controlling increases in storm water runoff peaks and volumes may include, but are not limited to:

(1) Retarding flow velocities by increasing friction; for example, grassed road ditches rather than paved street gutters where practical, discharging roof water to vegetated areas, or grass and rock- lined drainage channels.

(2) Grading and use of grade control structures to provide a level of control in flow paths and stream gradients.

(3) Induced infiltration of increased storm water runoff into soil, where practical; for example, constructing special infiltration areas where soils are suitable, retaining topsoil for all areas to be vegetated, or providing good infiltration areas with proper emergency overflow facilities.

(4) Provisions for detention and retention, for example, permanent retention ponds and lakes, dry detention basins, and subsurface detention tanks.

(Ord. 2013-40. Passed 9-24-13.)

1315.12 STREAM CHANNEL, FLOODPLAIN EROSION DESIGN CRITERIA, AND INFILTRATION POST CONSTRUCTION PRACTICES WITH MAXIMUM DRAIN TIMES .

(a) **Runoff Rate:** The peak runoff rate from the development area shall not be greater after development than it was before development. The applicant shall provide calculations proving no increase in the runoff rates from the one (1), two (2), five (5), ten (10), twenty-five (25), fifty (50) and one hundred (100) year storms.

(b) **Runoff Volume:** Increases in the runoff volume shall be offset by further restricting runoff rates. Based on the increase in runoff volume, the applicant shall determine the critical storm for the development area. The runoff rate from the critical storm shall be restricted to the one (1) year pre- development storm runoff rate. The critical storm shall be calculated as follows:

(1) Determine the total volume of runoff from a one-year frequency, twenty-four hour storm, occurring on the development area before and after development.

(2) From the volumes in paragraph (1) determine the percent of increase in volume of runoff due to development according to the equation $(Q_{\text{after}} \text{ divided by the } Q_{\text{before}}) \times 100$ and, using this percentage, select the critical storm from this table:

Table 4: Critical Storm Selection

The Percentage Increase in Volume Of Runoff is:

Equal To Or Greater Than	And Less Than	The 24-hour "Critical Storm" For Discharge Will Be
0	10	1 Year
10	20	2 Years
20	50	5 Years
50	100	10 Years
100	250	25 Years
250	500	50 Years
500	---	100 Years

(c) Detention Or Retention Basin Exemption For Redevelopment Or For Expansion Of Existing Facilities:

(1) For any development regulated by this ordinance, the construction of a detention or retention basin may not be required for the development if the post-development peak discharge for a 100 year frequency 24 hour storm increases the existing peak discharge by one (1) cubic foot per second or less using the TR-55 method of calculation or other method approved by the Community Engineer. The Community Engineer can waive this requirement if existing storm sewers and drainage structures can safely handle the expected increase in flow.

(2) Only one (1) exemption will be allowed per parcel. Any subsequent expansion must provide for detention or retention and must include the previously exempted area.

(d) Where the Community Engineer determines that site constraints exist in a manner that compromises the intent of this ordinance to improve the management of storm water runoff as established in this section, practical alternatives may be used to result in an improvement of water quality and/or a reduction of storm water runoff. Such alternatives must be in keeping with the intent and likely cost of those measures that would otherwise be required to meet the objectives of this section. When possible, all practical alternatives shall be implemented within the drainage area of the proposed development project. Practical alternatives can include, but are not limited to:

(1) Fees shall be paid in an amount specified by the Community Engineer. These fees shall be applied by the Community to storm water management practices that reduce existing storm water runoff.

(2) Implementation of off-site storm water management practices.

(3) Watershed or stream restoration.

(4) Retrofitting of an existing storm water management practice.

(5) Other practices approved by the Community Engineer in keeping with the intent of this section.

(e) Table 4b: Infiltration Post Construction Practices with Maximum Drain Times

Table 4b Infiltration Post-Construction Practices with Maximum Drain Times

Infiltration Practices	Maximum Drain Time of WQv
Bioretention Area/Cell ^{1,2}	24 hours
Infiltration Basin ²	24 hours
Infiltration Trench ³	48 hours
Permeable Pavement – Infiltration ³	48 hours
Underground Storage – Infiltration ^{3,4}	48 hours

Notes:

1. Bioretention soil media shall have a permeability of approximately 1 – 4 in/hr. Meeting the soil media specifications in the Rainwater and Land Development manual is considered compliant with this requirement. Bioretention cells must have underdrains unless in-situ conditions allow for the WQv (surface ponding) plus the bioretention soil (to a depth of 24 inches) to drain completely within 48 hours.
2. Infiltrating practices with the WQv stored aboveground (bioretention, infiltration basin) shall fully drain the WQv within 24 hours to minimize nuisance effects of standing water and to promote vigorous communities of appropriate vegetation.
3. Subsurface practices designed to fully infiltrate the WQv (infiltration trench, permeable pavement with infiltration, underground storage with infiltration) shall empty within 48 hours to recover storage for subsequent storm events.
4. Underground storage systems with infiltration must have adequate pretreatment of suspended sediments included in the design and documented in the SWP3 in order to minimize clogging of the infiltrating surface. Pretreatment shall concentrate sediment in a location where it can be readily removed. Examples include media filters situated upstream of the storage or other suitable alternative approved by Ohio EPA. For infiltrating underground systems, pretreatment shall be 80% effective at capturing total suspended solids according to the testing protocol established in the Alternative Post-Construction BMP Testing Protocol.

(Ord. 2013-40. Passed 9-24-13.)

1315.13 COMPLIANCE WITH OTHER RULES AND REGULATIONS.

(a) Ohio Dam Safety Laws: The provisions of the Ohio Dam Safety Laws shall be followed. Proof of compliance with the Ohio Dam Safety Law administered by the ODNR Division of Water shall be, but is not limited to, a copy of the ODNR Division of Water permit number or a copy of the project approval letter from the ODNR Division of Water or a letter from the site owner explaining why the Ohio Dam Safety Law is not applicable. The written proof will be provided to the Community Engineer before a construction permit will be issued.

(b) NPDES Permits: The provisions of the National Pollutant Discharge Elimination System (NPDES) Permits, issued by the Ohio EPA, shall be followed. Proof of compliance shall be, but is not limited to, a copy of the Ohio EPA NPDES Permit number or a letter from the site owner explaining why the NPDES Permit is not applicable. The written proof will be provided to the Community Engineer before a construction permit will be issued.

(c) Federal and State Wetland Permits: The provisions of the U.S. Army Corps of Engineers dredge and fill permits for federally-protected wetlands shall be followed. The provisions of Ohio EPA's Isolated Wetlands Permits shall also be followed. Wetlands and other waters of the United States shall be delineated by protocols accepted by the U.S.

Army Corps of Engineers and the Ohio EPA at the time of the application of these regulations. Written proof of compliance with both permit programs will be provided to the Community Engineer before a construction permit will be issued. Proof of compliance shall be, but is not limited to, the following:

A copy of the U.S. Army Corps of Engineers Individual Permit, if required for the project, showing project approval and any restrictions that apply to site activities; or a site plan showing that any proposed fill of waters of the United States conforms to the general and specific conditions specified in the applicable Nationwide Permit; or a letter from the site owner verifying that a qualified professional has surveyed the site and found no wetlands or other waters of the United States. Such a letter shall be noted on site plans submitted to the Community. (Ord. 2013-40. Passed 9-24-13.)

1315.14 VIOLATIONS.

No person shall violate, or cause, or knowingly permit to be violated, any of the provisions of these regulations, or fail to comply with any such provisions or with any lawful requirements of any public authority made pursuant to these regulations, or knowingly use or cause or permit the use of any lands in violation of these regulations or in violation of any permit granted under these regulations. (Ord. 2013-40. Passed 9-24-13.)

1315.15 CONSTRUCTION AND MAINTENANCE GUARANTEE.

(a) All permanent storm water, soil erosion, other wastes control, and water quality practices not specifically waived by the Community shall be constructed prior to the granting of the Final Plat Approval. Upon the request of the owner, the Community may defer the construction or installation of a permanent storm water, soil erosion, sediment, or other wastes control or water quality practice prior to the approval of the final plat where, in the Community Engineer's judgment, such proper construction or installation is not immediately necessary for the protection of the public health and safety; and where the prior installation or construction of such improvement would constitute an undue hardship on the owner because in the case of new vegetation or weather conditions, or because in the case of concrete, building construction could cause cracking and excessive wear and tear on new structures. In such event, the Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that such deferred improvements will be properly constructed or installed within an agreed specified time, but not to exceed six (6) months after the filing of such final plat.

(b) The owner will provide a maintenance guarantee for all permanent improvements, and soil erosion, wastes controls, and water quality practices.

(c) The Community shall require a Security Bond, Escrow Account, Certified Check or Cash to guarantee that the planned temporary and permanent soil erosion, sediment, and other wastes controls and water quality practices will be constructed and removed in a timely manner, as determined by the Community Engineer.

(1) The Guarantee: The guarantee of both performance and maintenance will be in the form of a Security Bond, Escrow Account, Verified Check or Cash. The Security Bond, Escrow Account, Verified Check or Cash will be used by the Community to complete any

guaranteed construction or removal of improvements or temporary and permanent soil erosion, sediment, and other wastes control practices that are not adequately completed, maintained or removed by the owner in a timely manner, as determined by the Community Engineer. The Security Bond, Escrow Account, Verified Check or Cash will be in the total amount of both the performance guarantee and the maintenance guarantee. Ohio municipalities and counties may require performance bonds or other guarantees for water management improvement as stated in the ORC Chapter 711.101.

A. Security Bond, Escrow Account, Verified Check or Cash shall be deposited with the Community prior to review by the Community Engineer and/or its consultants to cover professional services of the Community Engineer, Building Commissioner, Zoning Inspector and/or other experts required by the Community Engineer, Community Council, Mayor or Review Boards.

B. No soil disturbing activities shall be permitted until a Security Bond, Escrow Account, Verified Check or Cash has been posted to the satisfaction of the Community Engineer sufficient for the Community to perform the obligations otherwise to be performed by the owner or person responsible for the development area as stated in this regulation, and to allow all work to be performed as needed in the event that the owner or person responsible for the development area fails to comply with the provisions of this regulation. The Security Bond, Escrow Account, Verified Check or Cash shall be released only after all work required by this regulation has been completed to the satisfaction of the Community Engineer and all permit and inspection fees required by these regulations have been paid in full.

C. No project subject to this regulation shall commence without the Construction Site Conservation Plan having been approved by the Community Engineer.

(2) Performance Guarantee: The furnishing of a performance guarantee will be maintained in an amount of not less than 120% of the estimate approved by the Community Engineer, of installation of the deferred improvements.

(3) Maintenance Guarantee: The maintenance guarantee shall be maintained for a period of not less than 2 (two) years after final acceptance of the storm water, soil erosion, sediment, and other wastes control practices in an amount equal to 20% of the estimate approved by the Community Engineer, of the construction and, where necessary, removal of such practices.

(4) Time Extension: The Community Engineer may extend for cause the time allowed for the installation of the improvements for which the performance guarantee has been provided with the receipt of a written request from the owner.

(5) Completion: Upon completion of the construction of improvements or temporary and/or permanent, soil erosion, sediment, and other wastes control practices and the removal of the temporary soil erosion, sediment, and other wastes control practices for which the performance guarantee has been provided the owner shall notify the Community Engineer of this fact.

(6) Inspection: The Community will not release the Security Bond, Escrow Account, Verified Check or Cash guarantee until the Community Engineer has inspected the site to ensure that the guaranteed item(s) have been completed and/or removed.

(7) Slow Release Devices: Performance and maintenance guarantees will be maintained on the temporary sediment removal slow release devices installed in detention and retention basins until the entire site has reached final soil stabilization. Final stabilization in single-family residential developments is when 90% of the homes are constructed with their lawns completely installed and any remaining unbuilt lots having been permanently stabilized with a uniform ground cover at a growth density of 80% or better.

(8) Release: The Construction Maintenance Guarantee shall not be released by the Community until all temporary soil erosion and sediment control practices that are no longer needed have been removed, properly disposed of and any trapped sediment has been stabilized.

(Ord. 2013-40. Passed 9-24-13.)

1315.16 APPLICATION PROCEDURES FOR CONSTRUCTION CONSERVATION PLANS (CCP).

(a) This plan will be combined with the Post-Construction Water Quality plans that have also been developed for the site.

(b) Plans developed by the site owners and approved by the Community in accordance with this regulation do not relieve the site owner of responsibility for obtaining and complying with all other necessary permits and/or approvals from federal, state, county, and local agencies and departments. If requirements vary, the most stringent requirement shall be followed. Plans submitted to the Community Engineer for review and approval shall be accompanied by all other required permits and documentation relevant to the project, including but not limited to the permits required and issued by the US Army Corps of Engineers, Ohio EPA and ODNR Division of Water.

(c) Three (3) sets of the plans and necessary data required by this regulation shall be submitted to the Community Engineer with text material being submitted on 8.5 by 11 inch paper and drawings on no larger than 24 by 36 inch sized paper. Submittals shall include:

(1) At the preliminary plan approval request, the preliminary plans only need to show all of the following existing and planned features: streams, water bodies, wetlands, riparian and wetland setback areas, permanent BMPs and storm water management detention and retention basins.

(2) At the improvement plan approval request, the entire Comprehensive Storm Water Management Plan must be submitted.

(d) The Community Engineer shall review the plans, and shall approve or return these with comments and recommendations for revisions within thirty (30) working days after receipt of the plan as described above. A plan rejected because of deficiencies shall receive a report stating specific problems. At the time of receipt of a revised plan, another thirty (30) day review period shall begin.

(e) Approved plans shall remain valid for two (2) years from the date of approval. After two (2) years the plan(s) approval automatically expires.

(f) No soil disturbing activity shall begin before all necessary local, county, state and federal permits have been granted to the owner or operator.

(g) The Community will do construction inspections until the site reaches final stabilization as determined by the Community Engineer.

(Ord. 2013-40. Passed 9-24-13.)

1315.17 RESERVED.

1315.18 RESERVED.

1315.99 PENALTY.

(a) Whoever violates or fails to comply with any provision of this regulation is guilty of a misdemeanor of the first degree and shall be fined no more than one thousand dollars (\$1,000.00) or imprisoned for no more than one hundred eighty (180) days, or both, for each offense.

(b) A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(c) Upon notice from the Community Engineer, or designated representative, that work is being performed contrary to this regulation, such work shall immediately stop. Such notice shall be in writing and shall be given to the owner or person responsible for the development area, or person performing the work, and shall state the conditions under which such work may be resumed; provided, however, in instances where immediate action is deemed necessary for public safety or the public interest, the Community Engineer may require that work be stopped upon verbal order pending issuance of the written order.

(d) The imposition of any other penalties provided herein shall not preclude the Community, by or through its Law Director and/or any of their assistants, from instituting an appropriate action or proceeding in a Court of Proper Jurisdiction to prevent an unlawful development or to restrain, correct or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, or ordinances, rules or regulations or the orders of the Community Engineer.

(Ord. 2013-40. Passed 9-24-13.)



TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2022-18
DATE: March 22, 2022

Subject Matter/Background

Ordinance No. 2022-18 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detail

Financial Review

See Exhibit "A" for financial review and details of supplemental appropriations and increase in estimate

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you

Recommendation

The Council should consider a motion adopting Ordinance No. 2022-18 as presented in order to maintain budgetary compliance.

[Ordinance No. 2022-18.doc](#)
[Ord. 2022-18 Exhibit A.pdf](#)

ORDINANCE NO. 2022-18

Introduced by Joel Hagy

AN ORDINANCE AMENDING ORDINANCE NO. 2021-41, ADOPTED DECEMBER 14, 2021, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND AN INCREASE IN ESTIMATED RESOURCES, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2021-41, adopted December 14, 2021, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2022 for the operations of all City departments and offices; and

WHEREAS, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain Funds have been determined to have excess funds; and

WHEREAS, it is necessary to amend the budget to reflect supplemental appropriations, appropriation transfers, and an increase in estimated resources to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Exhibit "A" of Ordinance No. 2021-41, adopted on the 14th day of December, 2021, as amended by Ordinance No. 2022-8 on January 25, 2022, is hereby amended to provide for supplemental appropriations, appropriation transfers, and an increase in estimated resources as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2022 and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that this Ordinance shall become immediately effective to fund the operations of the City of Huron; additionally, in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately;

WHEREFORE, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____.

CITY OF HURON
BUDGET APPROPRIATION ADJUSTMENTS, ESTIMATED RESOURCES, AND CASH TRANSFERS
SUMMARY SHEET

Exhibit A

DATE: 3/22/2022
ORDINANCE: 2022-18

Appropriation Measure

Reason for Appropriation Measure

The appropriation measure is necessary to budget for police radars and radios and fuel that will be purchased in 2022. To help offset the increase in budget, an increase in estimated resources in the General Fund will properly budget for a State grant received in February for police training. The General Fund and Parks and Recreation increases relate to the purchase of a new snow blower for the Parks Department. The General Fund will pay for 33% of the cost and receive the Parks and Recreation's current snow blower. In addition, \$12,000 of the increase from these funds is directly related to the anchor memorial project at the Boat Basin. Increases in the Economic Development Fund is necessary to pay out outstanding escrow balances to developers after project completion. The increase in the Fire Levy Fund and General Fund (Communications) is due to the increase in the dispatch services contract with the County for 2022.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and amendments to estimated resources. The net overall budgetary impact is **-\$28,000**. Current fund balance in all funds listed is sufficient to cover the budget increases.

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
GENERAL FUND	110	Police Department	OTHER EXPENSES	\$ 12,858.00	\$ 147,403
GENERAL FUND	110	Public Buildings	OTHER EXPENSES	\$ 5,000.00	\$ 142,324
GENERAL FUND	110	PD-Fire Communications	OTHER EXPENSES	\$ 3,000.00	\$ 84,000
PARKS AND RECREATION	207	Parks and Recreation	OTHER EXPENSES	\$ 9,000.00	\$ 240,590
ECONOMIC DEVELOPMENT	277	Economic Dev.	OTHER EXPENSES	\$ 5,000.00	\$ 196,130
FIRE LEVY	214	Fire Department	OTHER EXPENSES	\$ 2,000.00	\$ 317,053

NET IMPACT ON TOTAL APPROPRIATIONS \$ 36,858.00

ESTIMATED RESOURCES AMENDMENT

Fund	Fund - Account #	Account Description	Increase/(Decrease) Amount	Total Est. Resources After Adjustment
GENERAL FUND	110-0005-14165	STATE OF OHIO GRANTS	\$ 8,858.00	\$ 4,927,306

NET IMPACT ON TOTAL EST. RESOURCES \$ 8,858.00

Net Overall Impact to Budget \$ (28,000.00)



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2022-20
DATE: March 22, 2022

Subject Matter/Background

The City of Huron received a request for tax abatement from Sunsport Properties, LLC ("Sunsport") and Buckeye Sports Center, Inc. ("Buckeye") under the Huron Enterprise Zone abatement program, a copy of which is attached as an exhibit to the Enterprise Zone Agreement (Exhibit A to Ordinance No. 2022-20). Buckeye intends to construct two (2) new buildings, consisting of a state-of-the art sales and service facility (20,000 SF) and a storage building (12,000 SF). Additional storage buildings will be added, as needed. The proposed location includes approximately 5.5131 acres located at 309 Lake Erie Parkway (the "Project Site"). The proposed new construction represents an estimated new project investment of \$10,415,000 (see breakdown in Enterprise Zone Agreement attached to Ordinance No. 2022-20 as Exhibit A). Buckeye estimates that there will be created approximately 11 full-time and 3 part-time employment positions, with 2 additional employment positions added over the next 2 years. with an aggregate annual payroll of approximately \$730,000.

The City recommends and Sunsport and Buckeye have accepted the following abatement terms and conditions:

1. Abatement of real estate taxes for improvements made at the Project Site at 100% for 15 consecutive years for the assessed value of any construction at the Project Site;
2. Pursuant to R.C. Sections 3735.671 and 5709.82(B), Sunsport, the City and the School District desire to enter into a School Compensation Agreement to make the Schools District whole in connection with the exemption from taxation granted. Pursuant to a School Compensation to be negotiated between the parties, Sunsport shall pay to the School District, commencing on the first year in which the tax exemption applies under the Enterprise Zone Agreement, an amount equal to 100% of the amount of taxes that would have been payable as if no exemption had been granted.
3. Sunsport will pay an annual monitoring fee in the amount of \$500;
4. All other standard abatement terms and conditions apply.

In accordance with Division (A)(2) of R.C. 3735-671 and R.C. 5709.83, both Huron City Schools and EHOVE Career Center were notified of the proposed Enterprise Zone Agreement with Sunsport and Buckeye. The Huron City School Board passed a resolution approving their School Compensation Agreement on March 15, 2022, and EHOVE's Board will consider its School Compensation Agreement at their meeting in early April.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2022-20 is in order.

[Ordinance No. 2022-20 EZ Ordinance Buckeye.DOCX](#)
[Ordinance No. 2022-20 Exhibit A.DOCX](#)

ORDINANCE NO. 2022-20
Introduced by William Biddlecombe

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH SUNSPORT PROPERTIES, LLC AND BUCKEYE SPORTS CENTER, INC. RELATING TO PROPERTY LOCATED AT 309 LAKE ERIE PARKWAY; AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio has provided for the establishment of “Enterprise Zones” pursuant to Sections 5709.61 and 5709.632 of the Ohio Revised Code (the “Act”), and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

WHEREAS, the City Council of Huron, Ohio by Resolution No. 1988-28 adopted November 28, 1988, as re-certified by Resolution 1995-25 adopted by the City Council of Huron, Ohio on August 28, 1995, designated the City of Huron as an “Enterprise Zone” pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Erie County Commissioners, by Resolution, designated the geographic area in said Resolution as an Enterprise Zone (the “County Resolution”); and

WHEREAS, the Director of Development of the State of Ohio determined that the aforementioned area designated in Resolution No. 1988-28 contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, Sunsport Properties, LLC, an Ohio limited liability company, is a real estate holding company owning the property located at 309 Lake Erie Parkway, Huron, Ohio 44839 (PPN: 42-02065.000), and leasing to Buckeye Sports Center, Inc., which shares common ownership with Sunsport Properties, LLC; and

WHEREAS, Buckeye Sports Center, Inc., subject to support of the City as described herein, intends to invest over \$9,800,000 in property improvements, including the construction of a 20,000 square foot facility to house its marine showroom and service facility, and a 12,000 square foot facility to be used for marine storage (hereinafter the “Project”), and will create 13 new permanent full-time positions and 5 new permanent part-time positions within three (3) years; and

WHEREAS, the City Council has received an application (the “Application”) from Sunsport Properties, LLC and Buckeye Sports, Inc. (hereinafter collectively referred to as the “Company”) pursuant to the City’s powers and duties as delegated by the County with respect to the Project under Section 5709.632(F) of the Ohio Revised Code, proposing to enter into an Agreement with the City under the Act, which Agreement would provide for establishment of the Project as described in the Application, located in the Enterprise Zone, and pursuant to the aforesaid Ordinance and County Resolution, the City desires to enter into an enterprise zone agreement with the Company, and submit such agreement for County approval; and

WHEREAS, said Application has been reviewed and investigated by the City, and the City Council has determined that it will be in the best interests of the City and its citizens to proceed to enter into an Agreement with the Company providing for the Project described in said Application and for the requested tax exemption therefor, and that such Agreement and Project will carry out the purposes of the Act, and will promote economic welfare of the City and its residents by creating and preserving jobs and employment opportunities; and

WHEREAS, Enterprise Zone #109C is a limited authority zone under the Act, and as such, the City must determine also whether the Company satisfies one or more of the following criteria as set forth in Section 5709.632(B) of the Ohio Revised Code: (i) the Company currently has no operations in this state and, subject to approval of the agreement, intends to establish operations in the zone; (ii) the Company currently has operations in this state and, subject to approval of the agreement, intends to establish operations at a new location in the zone that would not result in a reduction in the number of employee positions at any of the Company's other locations in this state; (iii) the Company, subject to approval of the agreement, intends to relocate operations, currently located in another state, to the zone; (iv) the Company, subject to approval of the agreement, intends to expand operations at an existing site in the zone that the Company currently operates; or (v) the Company, subject to approval of the agreement, intends to relocate operations, currently located in this state, to the zone, and the Director of the Ohio Department of Development has issued a waiver for the enterprise under Section 5709.633(B) of the Ohio Revised Code; and,

WHEREAS, the City has investigated and has determined the Company satisfies such additional criterion, to wit: the Company currently has operations in this state and, subject to approval of the agreement, intends to establish operations at a new location in the zone that would not result in a reduction in the number of employee positions at any of the Company's other locations in this State; and

WHEREAS, the Boards of Education of the Huron City School District and the E-HOVE Career Center (collectively, the "School Districts") have waived the notice requirements set forth in Ohio Revised Code Sections 5709.632(C) and 5709.83 for the Application and the Agreement; and,

WHEREAS, the Boards of Education of the School Districts each have duly approved the Agreement, and each has respectively certified to the City its resolution approving the Agreement subject to the terms of their respective Compensation Agreements by and among each of the School Districts, the City, and Sunsport Properties, LLC (together, the "Compensation Agreements"), which Compensation Agreements provide for the School Districts to receive payments from Sunsport Properties, LLC in an amount equal to the taxes the School Districts would have received, but for the benefits of the Enterprise Zone as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY OF THE CITY OF HURON, ERIE COUNTY, OHIO:

Section 1. That the City Council hereby finds and determines that the Company is qualified by financial responsibility and business experience to create and preserve employment

opportunities in the Enterprise Zone, and to improve the economic climate of the City, and hereby finds and determines that the aforesaid Application complies with the requirements of the Act and is satisfactory to the City, and which Application is hereby approved.

Section 2. That this City Council hereby finds and determines that the real property and personal property tax exemptions with the Company for said Project meet the requirements of the Act, and the City Council hereby approves the tax exemptions as set forth in the Agreement, a copy of which is attached hereto and made a part hereof. This Council further hereby authorizes and directs the City Manager to execute the Agreement on behalf of the City and with the Company providing for the Project, and for the granting by the City of the aforesaid real property and personal property tax exemptions. Said Agreement shall be in substantially the form of Exhibit A attached hereto and on file with the Clerk of this Council and marked with the same number as this Ordinance, and with such additional provisions as may be required and as are consistent with the requirements of the Act and are approved by the Director of Law. A copy of said Agreement shall be forwarded to the Erie County Commissioners for their approval. The Clerk of the Board of County Commissioners shall submit a copy of this Agreement to the Ohio Department of Development and to the Ohio Tax Commissioner within fifteen (15) days after the Agreement is executed by the City, Erie County, and the Company.

Section 3. This Council hereby authorizes and directs the City Manager, Director of Law and Director of Finance to take such additional steps, execute such documents and provide such information and certifications, as are necessary and appropriate to carry out and implement the terms and conditions of the aforesaid Agreement and the requirements and policies of the Act, including but not limited to the Compensation Agreements.

Section 4. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in open meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions were taken in meetings open to the public in accordance with law.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that the immediate effectiveness of this Ordinance is required in order to authorize execution of the aforesaid Agreement with the Company in order to provide for the creation and preservation of jobs and economic opportunities in the Enterprise Zone which are vitally needed in order to enhance job opportunities, to enhance vitally needed income tax and other revenues for the City, and to improve the economic welfare of the people; **wherefore**, this Ordinance shall be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

OHIO ENTERPRISE ZONE AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Huron, a municipal corporation having its main offices located at 417 Main Street, Huron, OH 44839 (hereinafter referred to as “City of Huron”), the Erie County Ohio Board of Commissioners, with its main offices located at 2900 Columbus Avenue, Sandusky, OH 44870 (hereinafter referred to as “Erie County”), Sunsport Properties, LLC, an Ohio limited liability company, with its main office located at 3169 Silver Lake Boulevard, Silver Lake, OH 44224 and Buckeye Sports Center, Inc., an Ohio corporation with its main offices located at 4610 State Road, Peninsula, OH 44264 (Sunsport Properties, LLC and Buckeye Sports Center, Inc. are hereinafter collectively referred herein as “Buckeye Sports”),

W I T N E S S E T H:

WHEREAS, the City of Huron and Erie County have encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, Buckeye Sports is desirous of construction of a new (20,000 sf) twenty-thousand square foot main building for state-of-the-art marine sales, service and storage, and an additional new (12,000 sf) twelve-thousand square foot storage building, with additional storage buildings added in the future, as needed (hereinafter referred to as the “Project”) within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project, which Project will create employment opportunities; and

WHEREAS, the City Council of Huron, Ohio by Resolution No. 1988-28 adopted November 28, 1988, as re-certified by Resolution 1995-25 adopted by the City Council of Huron, Ohio on August 28, 1995, designated the City of Huron as an “Enterprise Zone” pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners of the Erie County, Ohio by Resolution No. 88-314, as re-certified by Resolution 95-285 adopted by the Board of Commissioners of Erie County, Ohio designated the City of Huron as an “Enterprise Zone” pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Director of Development of the State of Ohio determined that the aforementioned area designated in Resolution No. 1988-28 contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City of Huron and Erie County, having the appropriate authority for the stated type of project, are desirous of providing Buckeye Sports with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, Buckeye Sports has submitted a proposed agreement application (herein attached as Exhibit A) to the City of Huron (said application hereinafter referred to as “Application”); and

WHEREAS, Buckeye Sports has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the Application to be forwarded with the final agreement; and

WHEREAS, the City Manager of the City of Huron has investigated the Application of Buckeye Sports and has recommended the same to the City Council of Huron, Ohio and Board of Commissioners of Erie County, Ohio on the basis that Buckeye Sports is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City of Huron and Erie County, Ohio and that Buckeye Sports has operations in the State of Ohio and, subject to approval of the agreement, intends to establish operations at a new location in the Enterprise Zone that would not result in a reduction in the number of employee positions at any of Buckeye Sports’ other locations in the State of Ohio; and

WHEREAS, the Project site as proposed by Buckeye Sports is located in the Huron City School District and the Board of Education of the Huron City School District has waived the notice requirement set forth in Section 5709.83 of the Ohio Revised Code, has approved this Agreement pursuant to Section 5709.62(D)(3) of the Ohio Revised Code, and has waived the exclusion of retail facilities pursuant to Section 5709.634 of the Ohio Revised Code; and

WHEREAS, the Project site as proposed by Buckeye Sports is located in the EHOVE Career Center School District, and the Board of Education of the EHOVE Career Center School District has waived the notice requirement set forth in Section 5709.83 of the Ohio Revised Code, has approved this Agreement pursuant to Section 5709.62(D)(3) of the Ohio Revised Code, and has waived the exclusion of retail facilities pursuant to Section 5709.634 of the Ohio Revised Code; and

WHEREAS, pursuant to Sections 5709.62 and 5709.632 of the Ohio Revised Code and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Buckeye Sports shall construct a new twenty-thousand square foot facility at 309 Lake Erie Parkway, Huron, OH 44839 (Erie County, Ohio PPN: 42-02065.000 – legal description attached hereto as Exhibit B, hereinafter the “Project Site”), to house its marine showroom and service facility, with an additional new twelve-thousand square foot facility to be used for marine storage. Additional storage buildings will be added in the future, as needed. An estimate of the amount to be invested by Buckeye Sports to establish the new facility is as follows:

A. Acquisition of Land:	\$ 515,000
B. New Construction	4,600,000
C. Improvements to Existing Bldg.	0
D. New Machinery/Equipment (no machinery & equipment relocated)	200,000
E. Furniture & Fixtures (no furniture & fixtures relocated)	100,000
F. New Inventory (no inventory relocated)	5,000,000

Total New Project Investment:	\$ 10,415,000

The total investment of this Expansion project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures as evidenced in Exhibit A.

The Project will begin in April of 2022 and all acquisition, construction and installation will be completed by October 31, 2022.

2. Buckeye Sports shall create within a time period not exceeding twelve (12) months after the commencement of construction of the aforesaid facility, the equivalent of eleven (11) new full-time permanent job opportunities and three (3) new part-time permanent job opportunities.

Buckeye Sports' schedule for hiring is as follows: create eleven (11) new full-time permanent jobs and three (3) part-time permanent jobs in year one. The job creation period begins at the commencement of construction and all jobs will be in place by within twelve months after the commencement of construction.

Buckeye Sports currently has zero (0) full-time permanent employees and zero (0) part-time employees at the project site. In total, Buckeye Sports has twenty-seven (27) full-time permanent employees, six (6) part-time permanent employees, zero (0) full-time temporary employees, and zero (0) part-time temporary employees in the State of Ohio. None of the currently existing employees will be relocating to this Project, which will have all new staff.

This increase in the number of employees will result in approximately Seven Hundred Thirty Thousand Dollars (\$730,000.00) of additional annual payroll for Buckeye Sports. The following is an itemization by the type of new jobs created: full-time permanent \$700,000.00, part-time permanent \$30,000.00.

3. Buckeye Sports shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council."

4. The City of Huron and Erie County hereby grant Buckeye Sports a tax exemption for real property improvements made to the Project site pursuant to Section 5709.632 of the Ohio Revised Code. The exemption commences the first year for which the real property would first be

taxable were that property not exempted from taxation. Each identified project improvement will receive a 15-year exemption period. No exemption shall commence after _____ nor extend beyond _____.

Buckeye Sports must file the appropriate tax forms (DTE 23) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

The tax exemption granted for real property improvements made to the Project Site shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
<u>YR 1</u>	<u>100%</u>
<u>YR 2</u>	<u>100%</u>
<u>YR 3</u>	<u>100%</u>
<u>YR 4</u>	<u>100%</u>
<u>YR 5</u>	<u>100%</u>
<u>YR 6</u>	<u>100%</u>
<u>YR 7</u>	<u>100%</u>
<u>YR 8</u>	<u>100%</u>
<u>YR 9</u>	<u>100%</u>
<u>YR 10</u>	<u>100%</u>
<u>YR 11</u>	<u>100%</u>
<u>YR 12</u>	<u>100%</u>
<u>YR 13</u>	<u>100%</u>
<u>YR 14</u>	<u>100%</u>
<u>YR 15</u>	<u>100%</u>

5. Buckeye Sports shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be invoiced by and made payable to the Erie County Regional Planning Commission, once per year for each year the agreement is effective and is payable as follows: The fee is to be paid in cash or by check to the Erie County Regional Planning Commission by April 15 following each year the Agreement is in effect or at such later date as may be approved in writing by the City of Huron.

This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the revised code and by the tax incentive review council created under section 5709.85 of the revised code exclusively for the purposes of performing the duties prescribed under that section.

6. Buckeye Sports shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Buckeye Sports fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. The City of Huron and Erie County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the City of Huron or Erie County revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Buckeye Sports materially fails to fulfill its obligations under this agreement and the City of Huron or Erie County terminates or modifies the exemptions from taxation granted under this agreement.

9. If Buckeye Sports materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City of Huron or Erie County determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of Huron or Erie County may terminate or modify the exemptions from taxation granted under this agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

10. Buckeye Sports hereby certifies that at the time this agreement is executed, Buckeye Sports does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Buckeye Sports is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, Buckeye Sports currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Buckeye Sports. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. Buckeye Sports affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

12. Buckeye Sports, the City of Huron and Erie County acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Huron and the Erie County as a condition for the agreement to take effect. This agreement takes effect upon such approval.

13. The City of Huron and Erie County have developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Buckeye Sports is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Buckeye Sports, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against

entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.”

15. Buckeye Sports affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of Buckeye Sports has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, Buckeye Sports shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

16. This agreement is not transferrable or assignable without the express, written approval of the City of Huron and Erie County. This agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.

17. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by Buckeye Sports is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, Buckeye Sports shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City or County may terminate or modify the exemptions from taxation granted under this agreement.

18. Throughout the term of this agreement, Buckeye Sports shall make such payments as are required to the Huron City School District and the EHOVE Career Center School District by the separate written School District Compensation Agreements of even date herewith respect to the Enterprise Zone.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Huron, by Matthew Lasko, its City Manager, and pursuant to Resolution No. _____ has caused this instrument to be executed this ____ day of _____, 2022; and Erie County, by _____, County Commissioner, and pursuant to Resolution No. _____ has caused this instrument to be executed this ____ day of _____, 2022; and Sunsport Properties, LLC, by James R. Armington III, its _____, has caused this instrument to be executed on this ____ day of _____, 2022; and Buckeye Sports Center, Inc., by James R. Armington, III, its President, has caused this instrument to be executed on this ____ day of _____, 2022.

CITY OF HURON

By: _____
Matthew Lasko, City Manager

ERIE COUNTY

By: _____
_____, County Commissioner

SUNSPORT PROPERTIES LLC

By: _____
Robert Armington, Member

BUCKEYE SPORTS CENTER, INC.

By: _____
James R. Armington III, President

Approved as to form:

Todd A. Schrader, Law Director, City of Huron

EXHIBIT A
APPLICATION FOR ENTERPRISE ZONE TAX INCENTIVES

EXHIBIT B
LEGAL DESCRIPTION

Permanent Parcel No. 42-02065.000

RN: 202110160

Property Address: 309 Lake Erie Parkway, Huron, OH 44839

Being situated in the State of Ohio, County of Erie, Huron Township, Section 2, Part Original Lot 31, now in the City of Huron and being more definitely described as follows:

Commencing at a 1/2-inch iron pin found, marking the intersection of the East right-of-way line of Lake Erie Parkway with the South right-of-way line of Cleveland Road West;

Thence South 19 deg. 04' 02" East, along the East right-of-way line of Lake Erie Parkway, a distance of 249.99 feet to a 1/2-inch iron pipe, found, marking the Southwest corner of a parcel owned by Park & Fun Limited Partnership (RN 200311806) and the point of beginning;

(1) Thence North 64 deg. 49' 52" East, along the South line of said Park & Fun parcel, a distance of 242.88 feet to a 1/2-inch iron pipe, found on the West line of a parcel owned by 1920 Cleveland Road West, LLC (RN 200600557);

(2) Thence South 01 deg. 14' 25" East, along the West line of said 1920 Cleveland Road West, LLC Parcel, a distance of 1109.53 feet to a 1/2-inch iron pin & cap, set on the East right-of-way line of Lake Erie Parkway;

(3) Thence North 63 deg. 42' 29" West, along the East right-of-way line of Lake Erie Parkway, a distance of 137.89 feet to a point;

(4) Thence northerly continuing along the East right-of-way line of Lake Erie Parkway, a long an arc of a curve to the right, having a radius of 317.00 feet, a delta of 74 deg. 38' 27", a chord bearing of North 26 deg. 23' 16" West, a chord distance of 384.38 feet, an arc length of 412.96 feet to a point;

(5) Thence North 10 deg. 55' 58" East, continuing along said East right-of-way line, a distance of 385.46 feet to a point;

(6) Thence northerly continuing along said East right-of-way line, along an arc of a curve to the left, having a radius of 383.00 feet, a delta of 30 deg. 00' 00", a chord bearing of North 04 deg. 04' 02" West, a chord distance of 198.26 feet, an arc length of 200.54 feet to a point;

(7) Thence North 19 deg. 04' 02" West, continuing along said East right-of-way line, a distance of 25.77 feet to the point of beginning, containing 5.5131 acres, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung, Jr., Professional Surveyor No. 5667 in March 2016. The bearings were assumed only for the purposes of indicating angles.

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the
CITY OF HURON located in the County of Erie and **Buckeye Sports Center, Inc**.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Address

Telephone:

Sunspport Properties, LLC

Bob Armington

330-929-3366

4610 State Rd

Peninsula Ohio 44264

b. Project site:

Contact Person:

Lake Erie Pkwy

Huron, Ohio 44202

Jim Armington

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site. **Sales and service of boats and accessories**

b. List primary 6 digit North American Industry Classification System (NAICS) #
Business may list other relevant SIC numbers. _____

c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: **N/A**

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
Corporation

3. Name of principal owner(s) or officers of the business.

James R Armington Jr

James R Armington III

4. a. State the enterprise's current employment level at the proposed project site:

none

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Indicate yes or **no**. **No**

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

27 Full Time 6 Part-time

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

None

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

N/A

6. Project Description:

To create a state-of-the-art marine sales, service and storage facility. Build a 20,000sf main building with showroom and service facility with a 12,000 storage building initially and add additional storage buildings as need.

7. Project will begin Jan 1, , 2022_ and be completed , July 31 2022_
provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

11 Full-time 3 Part-time

b. State the time frame of this projected hiring: 1 yrs. +2 ea yr for 3yrs

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

11 Full-time 3 Part-time All hired by opening July of 2022

9. a. Estimate the amount of annual payroll such new employees will add \$ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

\$700,000 Full-time \$30,000 Part-time

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ **All new staff**

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Land: **\$515,000**

B. Additions/New Construction: **\$4,100,000**

C. Improvements to existing buildings: \$

D. Machinery & Equipment: **\$200,000**

E. Furniture & Fixtures: \$

5F. Inventory: **\$5,000,000**

Total New Project Investment: \$9,815,000

11. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real as described above. Be specific as to the rate, and term.


b. Business's reasons for requesting tax incentives (be quantitatively specific as possible).

Because we are starting a new business in a new market, we will be operating at a loss for the first few years. In order for us to move forward with this project we need to minimize that loss and make sure we have re-couped it after 7-10 years of operation. We look forward to a good partnership with the community and the City of Huron.

Submission of this application expressly authorizes **the City of Huron** to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.




Signature

8/21/21

Date

James R Armington III Pres

Typed Name and Title



Signature

8/21/21

Date

James R Armington Jr. Treas

Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

**** Attach to Final Community Reinvestment Area Agreement as Exhibit A**

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 40-2022
DATE: March 22, 2022

Subject Matter/Background

This legislative summary relates to Resolution Nos. 40-2022 and 41-2022, each of which authorizes a Compensation Agreement by and among the City, Sunsport Properties, LLC and the Huron City School District and EHOVE Career Center, respectively.

The City, Sunsport Properties, LLC and Buckeye Sports Center, Inc. intend to enter into an Enterprise Zone Agreement (see Ordinance No. 2022-20 above) granting abatement of real estate taxes for improvements made at the Project Site at 100% for 15 consecutive years for the assessed value of any construction at the Project Site. Pursuant to R.C. 3735.671 and 5709.82(B), Sunsport, the City and the School District desire to enter into a School Compensation Agreement to make the School District whole in connection with the exemption from taxation granted. Pursuant to a School Compensation Agreement to be negotiated among the parties, Sunsport shall pay to the School District, commencing on the first year in which the tax exemption applies under the Enterprise Zone Agreement, an amount equal to 100% of the amount of taxes that would have been payable as if no exemption had been granted. The Huron City School District authorized their School Compensation Agreement on March 15, 2022, and EHOVE Career Center will consider the Agreement at its Board meeting in April.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution No. 40-2022 is in order.

[Resolution No. 40-2022 Huron Sch Comp Agr.doc](#)

[Resolution No. 40-2022 Exhibit A Huron School Comp Agr.docx](#)

RESOLUTION NO. 40-2022

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCHOOL COMPENSATION AGREEMENT BY AND AMONG THE CITY OF HURON, HURON CITY SCHOOLS AND SUNSPORT PROPERTIES, LLC.

WHEREAS, the City received a request for tax abatement from Sunsport Properties, LLC and Buckeye Sports Center, Inc. within the City Enterprise Zone for construction of a primary building and separate storage building on property acquired by Sunsport Properties, LLC, more fully described in Exhibit “A” to the School Compensation Agreement (the “Development Site”);

WHEREAS, the Huron City School District and its Board of Education was notified in accordance with Section 5709-83 of the Ohio Revised Code and given a copy of the Application and the draft Enterprise Zone Agreement; and

WHEREAS, on March 22, 2022, City Council for the City of Huron passed Ordinance No. 2022-20 authorizing execution of an Enterprise Agreement with Sunsport Properties, LLC providing a fifteen (15) year, One Hundred Percent (100%) real property tax exemption for the assessed value of remodeled and new structures constructed at the Development Site; and

WHEREAS, pursuant to R.C. Sections 3735.671 and 5709.82(B), Sunsport Properties, LLC, the City and Huron City Schools desire to enter into the School Compensation Agreement to make the Huron City Schools whole in connection with the exemption from taxation granted to induce the Development.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to enter into a School Compensation Agreement with Huron City Schools and Sunsport Properties, LLC, which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the “**Agreement**”) is made and entered into as of this [____] day of [____], 2022 (the “**Effective Date**”), by and among the CITY OF HURON, OHIO, an Ohio municipal corporation with a Council-Manager form of government, with its main offices located at 417 Main Street, Huron, Ohio 44839 (the “**City**”), the HURON CITY SCHOOL DISTRICT, a public school district with its principal offices located at 712 Cleveland Road East, Huron, Ohio 44839 (the “**School District**”), and SUNSPORT PROPERTIES, LLC, an Ohio limited liability company having a legal address of 3169 Silver Lake Boulevard, Silver Lake, OH 44224 (“**Sunsport**” and, together with the City and the School District, the “**Parties**”).

WITNESSETH:

WHEREAS, the City has encouraged the development of real property and the acquisition of real property located in the area designated as an Enterprise Zone; and

WHEREAS, Erie County and the City have determined that to induce Sunsport to undertake within the Enterprise Zone the commercial project described herein, it is necessary to authorize a real property tax exemption for the construction of new structures in the Enterprise Zone in accordance with R.C. 5709.63; and,

WHEREAS, on November 17, 2021, the City’s Planning Commission approved a final development plan and/or plat submitted by Sunsport (the “**Development Plan**”), proposing the development of an approximately 5.5131 acre site, as such property is more fully described in **EXHIBIT A**, attached hereto and made a part hereof (the “**Development Site**”); and,

WHEREAS, the Development Plan calls for the Development Site to be developed for commercial or industrial purposes (the “**Development**”); and,

WHEREAS, the Development Site and its attendant Development is also under the jurisdiction of the School District; and,

WHEREAS, on March 22, 2022, City Council for the City passed Ordinance No. 2022-20 (the “**Enterprise Zone Ordinance**”), a copy of which is attached hereto as **EXHIBIT B**, and pursuant to which, among other things, the City authorized the execution of (i) an Ohio Enterprise Zone Agreement with Sunsport providing a fifteen (15) year, One Hundred Percent (100.00%) real property tax exemption for the assessed value of new structures constructed at the Development Site (the “**Enterprise Zone Exemption**”), and (ii) this Agreement; and,

WHEREAS, pursuant to R.C. Sections 5709.63 and 5709.82(B), Sunsport, the City, and the School District desire to enter into this Agreement to make the School District whole in connection with the exemption from taxation granted to induce the Development; and,

WHEREAS, on March 15, 2022, the Board of Education of the School District adopted a resolution (the “**School Resolution**”) granting its approval of this Agreement and waived any further requirements of the Enterprise Zone and R.C. 5709.82 and R.C. 5709.83 on the condition that the City execute and deliver this Agreement; and,

WHEREAS, to compensate the School District for the real property taxes that the School District would have received had the Development Site been improved and not been exempted from taxation under the Enterprise Zone, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety, and welfare of the citizens of the City and the School District.

NOW THEREFORE, in consideration of the premises and covenants contained in this Agreement, the Parties agree as follows:

Section 1. Compensation Payments to School District.

A. Calculated Amounts Due. The Parties agree that Sunsport shall pay to the School District, commencing in the first year in which the tax exemption first applies under the Enterprise Zone Agreement, an amount equal to One Hundred Percent (100.00%) of the amount of taxes that would have been payable if the Development Site had not been exempted from taxation.

B. Timing. Payments under this Section 1 are to be made to the School District no later than December 31st in each year in which the tax exemption applies under the Enterprise Zone Agreement as granted under the Enterprise Zone Ordinance.

Section 2. Term of Agreement; Other Terms.

(A) Term. The term of this Agreement commences on the date of this Agreement and expires on December 31st of the last year in which the Enterprise Zone Exemption applies to the Development.

(B) No Other Compensation. Except for the payments and consideration set forth in Section 1 of this Agreement, the School District shall not be entitled to any other compensation from the City, whether pursuant to R.C. 5709.82 or otherwise, in connection with the Enterprise Zone Exemption.

(C) Waiver of Notice, Defects and Irregularities. The School District hereby waives any right to receive notification of the passage of the Enterprise Zone Ordinance or legislation authorizing the Enterprise Zone Exemption or any other applicable provision of the Ohio Revised Code, including but not limited to R.C. 5709.63, R.C. 5709.82 or R.C. 5709.83, for the Development Site. Further, the School District waives any defects or irregularities relating to the Enterprise Zone Exemption.

(D) Validity of Enterprise Zone Exemption. The School District agrees that it will not contest any application for a real property tax exemption put in place in connection with the Enterprise Zone Exemption.

Section 3. Miscellaneous.

(A) Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among the Parties with respect to the subject matter of this Agreement.

(B) Amendment. This Agreement may be amended or modified by the Parties only in writing, signed by all Parties.

(C) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(D) Binding Effect. The provisions of this Agreement are binding upon the successors or assigns of the Parties.

(E) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(F) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(G) Notices. All payments, certificates, and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:	Erie County Regional Planning Attention: Enterprise Zone Manager 2900 Columbus Avenue Sandusky, Ohio 44870
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With copy to:	Huron City Council Attention: City Manager 417 Main Street Huron, Ohio 44839
---------------	---

If to the Company, to:	Sunsport Properties, LLC 3169 Silver Lake Boulevard Silver Lake, OH 44224
------------------------	---

If to the School District: 712 Cleveland Road East
Huron, Ohio 44839
Attn: Treasurer

Any Party may change its address for receiving notices and reports by giving written notice of such change to the other Parties.

(H) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(I) Severability of Provisions. The invalidity of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if any invalid portions were omitted.

(J) Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the City, the School District, and Sunsport other than in his or her official capacity, and neither the members of the legislative bodies of the City or the School District nor any official or authorized officer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the City, the School District, and Sunsport contained in this Agreement.

(K) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed, and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(L) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall City, the School District, or Sunsport be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such

damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(M) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

(N) Ohio Laws. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented, or superseded from time to time; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

(O) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(P) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(Q) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any Party to this Agreement may execute this Agreement by signing any such counterpart.

(R) Waiver of Notice. The School District hereby waives all notice requirements in connection with approval of the Enterprise Zone Exemption, including but not limited to the 45-day notice and the 14-day notice pursuant to O.R.C. Sections 5709.63 and 5709.83, and waives any statutory defects or irregularities relating to the Enterprise Zone Exemption and notice provided to the School District with respect to the same.

(S) Waiver of Retail Exclusion. Pursuant to O.R.C. Section 5709.634, the School District has reviewed the terms of the aforementioned Enterprise Zone Exemption and hereby waives the retail facilities exclusion under O.R.C. Section 5709.61(C), but only with respect to this exemption proposal.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed as of the date set forth above.

CITY OF HURON, OHIO

By: _____
City Manager

HURON CITY SCHOOL DISTRICT

By: _____
President of the Board of Education

By: _____
Treasurer

SUNSPORT PROPERTIES, LLC
An Ohio Limited Liability Company

By: _____

Its: _____

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Finance Director of the City of Huron, Ohio (the “**City**”), hereby certifies in connection with the Compensation Agreement between the City and the Huron City School District, dated as of [_____], 20[___], that:

The amount required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 20[___] (\$0.00), has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

Finance Director

Dated: _____, 2022

EXHIBIT A

Project Site – Legal Description

Permanent Parcel No. 42-02065.000

RN: 202110160

Property Address: 309 Lake Erie Parkway, Huron, OH 44839

Being situated in the State of Ohio, County of Erie, Huron Township, Section 2, Part Original Lot 31, now in the City of Huron and being more definitely described as follows:

Commencing at a 1/2-inch iron pin found, marking the intersection of the East right-of-way line of Lake Erie Parkway with the South right-of-way line of Cleveland Road West;

Thence South 19 deg. 04' 02" East, along the East right-of-way line of Lake Erie Parkway, a distance of 249.99 feet to a 1/2-inch iron pipe, found, marking the Southwest corner of a parcel owned by Park & Fun Limited Partnership (RN 200311806) and the point of beginning;

(1) Thence North 64 deg. 49' 52" East, along the South line of said Park & Fun parcel, a distance of 242.88 feet to a 1/2-inch iron pipe, found on the West line of a parcel owned by 1920 Cleveland Road West, LLC (RN 200600557);

(2) Thence South 01 deg. 14' 25" East, along the West line of said 1920 Cleveland Road West, LLC Parcel, a distance of 1109.53 feet to a 1/2-inch iron pin & cap, set on the East right-of-way line of Lake Erie Parkway;

(3) Thence North 63 deg. 42' 29" West, along the East right-of-way line of Lake Erie Parkway, a distance of 137.89 feet to a point;

(4) Thence northerly continuing along the East right-of-way line of Lake Erie Parkway, a long an arc of a curve to the right, having a radius of 317.00 feet, a delta of 74 deg. 38' 27", a chord bearing of North 26 deg. 23' 16" West, a chord distance of 384.38 feet, an arc length of 412.96 feet to a point;

(5) Thence North 10 deg. 55' 58" East, continuing along said East right-of-way line, a distance of 385.46 feet to a point;

(6) Thence northerly continuing along said East right-of-way line, along an arc of a curve to the left, having a radius of 383.00 feet, a delta of 30 deg. 00' 00", a chord bearing of North 04 deg. 04' 02" West, a chord distance of 198.26 feet, an arc length of 200.54 feet to a point;

(7) Thence North 19 deg. 04' 02" West, continuing along said East right-of-way line, a distance of 25.77 feet to the point of beginning, containing 5.5131 acres, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung, Jr., Professional Surveyor No. 5667 in March 2016. The bearings were assumed only for the purposes of indicating angles.

EXHIBIT B

Enterprise Zone Ordinance

[See Attached.]

RESOLUTION NO. 41-2022

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCHOOL COMPENSATION AGREEMENT BY AND AMONG THE CITY OF HURON, EHOVE CAREER CENTER AND SUNSPORT PROPERTIES, LLC.

WHEREAS, the City received a request for tax abatement from Sunsport Properties, LLC and Buckeye Sports Center, Inc. within the City Enterprise Zone for construction of a primary building and separate storage building on property acquired by Sunsport Properties, LLC, more fully described in Exhibit “A” to the School Compensation Agreement (the “Development Site”);

WHEREAS, the EHOVE Career Center and its Board of Education was notified in accordance with Section 5709-83 of the Ohio Revised Code and given a copy of the Application and the draft Enterprise Zone Agreement; and

WHEREAS, on March 22, 2022, City Council for the City of Huron passed Ordinance No. 2022-20 authorizing execution of an Enterprise Agreement with Sunsport Properties, LLC providing a fifteen (15) year, One Hundred Percent (100%) real property tax exemption for the assessed value of remodeled and new structures constructed at the Development Site; and

WHEREAS, pursuant to R.C. Sections 3735.671 and 5709.82(B), Sunsport Properties, LLC, the City and EHOVE Career Center desire to enter into the School Compensation Agreement to make the EHOVE Career Center whole in connection with the exemption from taxation granted to induce the Development.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to enter into a School Compensation Agreement with EHOVE Career Center and Sunsport Properties, LLC, which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the “**Agreement**”) is made and entered into as of this [____] day of [____], 2022 (the “**Effective Date**”), by and among the CITY OF HURON, OHIO, an Ohio municipal corporation with a Council-Manager form of government, with its main offices located at 417 Main Street, Huron, Ohio 44839 (the “**City**”), EHOVE CAREER CENTER, a joint vocational school district with its principal offices located at 316 W. Mason Road, Milan, Ohio 44846 (the “**School District**”), and SUNSPORT PROPERTIES, LLC, an Ohio limited liability company having a legal address of 3169 Silver Lake Boulevard, Silver Lake, OH 44224 (“**Sunsport**” and, together with the City and the School District, the “**Parties**”).

WITNESSETH:

WHEREAS, the City has encouraged the development of real property and the acquisition of real property located in the area designated as an Enterprise Zone; and

WHEREAS, Erie County and the City have determined that to induce Sunsport to undertake within the Enterprise Zone the commercial project described herein, it is necessary to authorize a real property tax exemption for the construction of new structures in the Enterprise Zone in accordance with R.C. 5709.63; and,

WHEREAS, on November 17, 2021, the City’s Planning Commission approved a final development plan and/or plat submitted by Sunsport (the “**Development Plan**”), proposing the development of an approximately 5.5131 acre site, as such property is more fully described in **EXHIBIT A**, attached hereto and made a part hereof (the “**Development Site**”); and,

WHEREAS, the Development Plan calls for the Development Site to be developed for commercial or industrial purposes (the “**Development**”); and,

WHEREAS, the Development Site and its attendant Development is also under the jurisdiction of the School District; and,

WHEREAS, on March 22, 2022, City Council for the City passed Ordinance No. 2022-20 (the “**Enterprise Zone Ordinance**”), a copy of which is attached hereto as **EXHIBIT B**, and pursuant to which, among other things, the City authorized the execution of (i) an Ohio Enterprise Zone Agreement with Sunsport providing a fifteen (15) year, One Hundred Percent (100.00%) real property tax exemption for the assessed value of new structures constructed at the Development Site (the “**Enterprise Zone Exemption**”), and (ii) this Agreement; and,

WHEREAS, pursuant to R.C. Sections 5709.63 and 5709.82(B), Sunsport, the City, and the School District desire to enter into this Agreement to make the School District whole in connection with the exemption from taxation granted to induce the Development; and,

WHEREAS, on _____, 2022, the Board of Education of the School District adopted a resolution (the “**School Resolution**”) granting its approval of this Agreement and waived any further requirements of the Enterprise Zone and R.C. 5709.82 and R.C. 5709.83 on the condition that the City execute and deliver this Agreement; and,

WHEREAS, to compensate the School District for the real property taxes that the School District would have received had the Development Site been improved and not been exempted from taxation under the Enterprise Zone, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety, and welfare of the citizens of the City and the School District.

NOW THEREFORE, in consideration of the premises and covenants contained in this Agreement, the Parties agree as follows:

Section 1. Compensation Payments to School District.

A. Calculated Amounts Due. The Parties agree that Sunsport shall pay to the School District, commencing in the first year in which the tax exemption first applies under the Enterprise Zone Agreement, an amount equal to One Hundred Percent (100.00%) of the amount of taxes that would have been payable if the Development Site had not been exempted from taxation.

B. Timing. Payments under this Section 1 are to be made to the School District no later than December 31st in each year in which the tax exemption applies under the Enterprise Zone Agreement as granted under the Enterprise Zone Ordinance.

Section 2. Term of Agreement; Other Terms.

(A) Term. The term of this Agreement commences on the date of this Agreement and expires on December 31st of the last year in which the Enterprise Zone Exemption applies to the Development.

(B) No Other Compensation. Except for the payments and consideration set forth in Section 1 of this Agreement, the School District shall not be entitled to any other compensation from the City, whether pursuant to R.C. 5709.82 or otherwise, in connection with the Enterprise Zone Exemption.

(C) Waiver of Notice, Defects and Irregularities. The School District hereby waives any right to receive notification of the passage of the Enterprise Zone Ordinance or legislation authorizing the Enterprise Zone Exemption or any other applicable provision of the Ohio Revised Code, including but not limited to R.C. 5709.63, R.C. 5709.82 or R.C. 5709.83, for the Development Site. Further, the School District waives any defects or irregularities relating to the Enterprise Zone Exemption.

(D) Validity of Enterprise Zone Exemption. The School District agrees that it will not contest any application for a real property tax exemption put in place in connection with the Enterprise Zone Exemption.

Section 3. Miscellaneous.

(A) Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among the Parties with respect to the subject matter of this Agreement.

(B) Amendment. This Agreement may be amended or modified by the Parties only in writing, signed by all Parties.

(C) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(D) Binding Effect. The provisions of this Agreement are binding upon the successors or assigns of the Parties.

(E) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(F) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(G) Notices. All payments, certificates, and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:	Erie County Regional Planning Attention: Enterprise Zone Manager 2900 Columbus Avenue Sandusky, Ohio 44870
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With copy to:	Huron City Council Attention: City Manager 417 Main Street Huron, Ohio 44839
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If to the Company, to:	Sunsport Properties, LLC 3169 Silver Lake Boulevard Silver Lake, OH 44224
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If to the School District: EHOVE Career Center
316 W. Mason Road
Milan, Ohio 44846
Attn: Treasurer

Any Party may change its address for receiving notices and reports by giving written notice of such change to the other Parties.

(H) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(I) Severability of Provisions. The invalidity of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if any invalid portions were omitted.

(J) Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the City, the School District, and Sunsport other than in his or her official capacity, and neither the members of the legislative bodies of the City or the School District nor any official or authorized officer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the City, the School District, and Sunsport contained in this Agreement.

(K) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed, and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(L) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall City, the School District, or Sunsport be liable to each other for

punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(M) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

(N) Ohio Laws. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented, or superseded from time to time; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

(O) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(P) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(Q) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any Party to this Agreement may execute this Agreement by signing any such counterpart.

(R) Waiver of Notice. The School District hereby waives all notice requirements in connection with approval of the Enterprise Zone Exemption, including but not limited to the 45-day notice and the 14-day notice pursuant to O.R.C. Sections 5709.63 and 5709.83, and waives any statutory defects or irregularities relating to the Enterprise Zone Exemption and notice provided to the School District with respect to the same.

(S) Waiver of Retail Exclusion. Pursuant to O.R.C. Section 5709.634, the School District has reviewed the terms of the aforementioned Enterprise Zone Exemption and hereby waives the retail facilities exclusion under O.R.C. Section 5709.61(C), but only with respect to this exemption proposal.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed as of the date set forth above.

CITY OF HURON, OHIO

By: _____
City Manager

EHOVE CAREER CENTER

By: _____
President of the Board of Education

By: _____
Treasurer

SUNSPORT PROPERTIES, LLC
An Ohio Limited Liability Company

By: _____

Its: _____

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Finance Director of the City of Huron, Ohio (the “**City**”), hereby certifies in connection with the Compensation Agreement between the City and the Huron City School District, dated as of [_____], 20[___], that:

The amount required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 20[___] (\$0.00), has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

Finance Director

Dated: _____, 2022

EXHIBIT A

Project Site – Legal Description

Permanent Parcel No. 42-02065.000

RN: 202110160

Property Address: 309 Lake Erie Parkway, Huron, OH 44839

Being situated in the State of Ohio, County of Erie, Huron Township, Section 2, Part Original Lot 31, now in the City of Huron and being more definitely described as follows:

Commencing at a 1/2-inch iron pin found, marking the intersection of the East right-of-way line of Lake Erie Parkway with the South right-of-way line of Cleveland Road West;

Thence South 19 deg. 04' 02" East, along the East right-of-way line of Lake Erie Parkway, a distance of 249.99 feet to a 1/2-inch iron pipe, found, marking the Southwest corner of a parcel owned by Park & Fun Limited Partnership (RN 200311806) and the point of beginning;

(1) Thence North 64 deg. 49' 52" East, along the South line of said Park & Fun parcel, a distance of 242.88 feet to a 1/2-inch iron pipe, found on the West line of a parcel owned by 1920 Cleveland Road West, LLC (RN 200600557);

(2) Thence South 01 deg. 14' 25" East, along the West line of said 1920 Cleveland Road West, LLC Parcel, a distance of 1109.53 feet to a 1/2-inch iron pin & cap, set on the East right-of-way line of Lake Erie Parkway;

(3) Thence North 63 deg. 42' 29" West, along the East right-of-way line of Lake Erie Parkway, a distance of 137.89 feet to a point;

(4) Thence northerly continuing along the East right-of-way line of Lake Erie Parkway, a long an arc of a curve to the right, having a radius of 317.00 feet, a delta of 74 deg. 38' 27", a chord bearing of North 26 deg. 23' 16" West, a chord distance of 384.38 feet, an arc length of 412.96 feet to a point;

(5) Thence North 10 deg. 55' 58" East, continuing along said East right-of-way line, a distance of 385.46 feet to a point;

(6) Thence northerly continuing along said East right-of-way line, along an arc of a curve to the left, having a radius of 383.00 feet, a delta of 30 deg. 00' 00", a chord bearing of North 04 deg. 04' 02" West, a chord distance of 198.26 feet, an arc length of 200.54 feet to a point;

(7) Thence North 19 deg. 04' 02" West, continuing along said East right-of-way line, a distance of 25.77 feet to the point of beginning, containing 5.5131 acres, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung, Jr., Professional Surveyor No. 5667 in March 2016. The bearings were assumed only for the purposes of indicating angles.

EXHIBIT B

Enterprise Zone Ordinance

[See Attached.]



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 42-2022
DATE: March 22, 2022

Subject Matter/Background

AS SUBMITTED BY THE PARKS & RECREATION DEPARTMENT:

We are requesting adoption of Resolution 42-2022 authorizing an agreement between the City of Huron and the Huron Baseball and Softball Program for the 2022 season. This agreement would grant a license for the Huron Baseball and Softball Program, Inc. to utilize Fabens Park baseball /softball fields (# 1 – 7) and concession stand from April 18, 2022 through July 29, 2022. The times and dates in this agreement are representative of last year's agreement with some minor adjustments. The estimated fees from this contract will be approximately \$4000.00, which is an increase of \$1000 from the previous contract primarily due to the addition of a rental agreement for a Toro utility vehicle for field use for the 2022 season. In addition to the rental fee, the HBSP agrees to pay 50% of any service or repairs (other than routine maintenance) in excess of \$500, with the City providing all routine maintenance. All additional services or repairs for the vehicle will be scheduled by the City of Huron and billed to HBSP.

The Huron Baseball and Softball Program will pay a fee of \$875.00 for exclusive rights to the fields. This fee is due prior to the start of the contract. The remainder of the fees will be due prior to September 1, 2022. These fees include utilities, Health permit, Storage Shed, utility vehicle and the participation fee for each child in the program.

Financial Review

The matter has been reviewed, and anticipated revenue included in the 2022 Municipal Budget. Revenues received will be deposited in the Parks and Recreation Fund (Fund 207) and used for expenses related to this program.

Legal Review

Recommendation

If Council is in agreement, a motion adopting Resolution 42-2022 is in order.

[Resolution No. 42-2022 Baseball Fabens.doc](#)

[Resolution No. 42-2022 Exhibit A.docx](#)

RESOLUTION NO. 42-2022

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO GRANTING A LICENSE FOR THE HURON BASEBALL AND SOFTBALL PROGRAM, INC. TO UTILIZE ANDREW L. FABENS MEMORIAL PARK BASEBALL FIELDS AND CONCESSION STAND.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio to grant a license with the Huron Baseball and Softball Program Inc., for the use of Fabens Park baseball fields and concession stand from April 18, 2022 through July 29, 2022, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C §121.22.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AGREEMENT

This Agreement is made between the City of Huron, Ohio, hereinafter called “City” and the Huron Baseball and Softball Program, hereinafter called “Licensee” for the purpose of holding a Baseball and Softball Program at Fabens Park from April 18, 2022 through July 29, 2022.

WHEREAS, the Huron Baseball and Softball Program is held on property owned by the City; and therefore, it is necessary for the City to grant the Huron Baseball and Softball Program a license to use said property, and;

WHEREAS, it is necessary for the City of Huron to furnish additional City services in order that said event may be held on City property in Huron, Ohio.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a license to Licensee to use the City owned property known as “Fabens Park”, including its baseball fields, for the events set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Baseball and Softball Program from March 31, 2022 through July 29, 2022. The granted license shall be in accordance with Codified Ordinance §165.03.

2. Cost:

- a. The Licensee shall pay the Exclusive Field Rights Reservation Fee for seven (7) fields (#’s 1-7), in the amount of Eight Hundred and Seventy-Five Dollars (\$875.00) shall be paid prior to commencing practice and playing on City’s fields.
- b. In addition to the Field Rights Reservation Fee as set forth in Section 2a, Licensee shall pay to the City a Facility Usage by Volume of Participation Fee of \$5.00 per participant in accordance with Ordinance §165.03.
- c. Licensee shall pay to the City a negotiated Concession Stand fee in Section 8g below.
- d. Licensee shall pay to the City a rental storage fee in Section 8h below.
- e. Licensee shall pay to the City a Toro utility vehicle rental fee in Section 8i below.
- f. Unless otherwise outlined in this Agreement, all fees shall be paid to the City no later than September 1, 2022.

3. The City shall have the option to terminate or modify this Agreement and license in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether or not the property is unavailable shall be decided by the Huron City Administration, notice of the

meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

4. The City shall also notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.

5. The City shall further have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee.

6. The City shall also notify, at any time, the Licensee upon the scheduling of any special event(s), tournament(s) or program(s) that may conflict with any Licensee event, field, or concession stand usage. Any tournaments hosted at Fabens Park will be scheduled on Fridays, Saturdays and Sundays for the specified week. No Games or practices may be scheduled by the Licensee during these tournaments. Scheduled city tournaments are listed on Exhibit D.

7. The Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened acts, actions, causes of action, claims, costs, demands, expenses, fees, fines, judgments, losses or suits arising or claimed to arise from its use or the use by participants, workers and spectators of the Licensee of Fabens Park ball fields, parking areas and concession stand as authorized by this Agreement and shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000) bodily injury and death; Fifty Thousand Dollars (\$50,000) property damage, which policies shall name City as an additional named insured. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the opening event and a copy of such shall herein be attached and incorporated as Exhibit B. Such policy shall include a 30-day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee.

8. Licensee further agrees as follows:

- a. Licensee agrees the use of fields shall be from 3:00 p.m. until dark Mondays through Fridays and 8:00 am until 1:00 pm on Saturdays. Licensee agrees that this use includes only fields #1 through #7.
- b. Licensee agrees other leagues/teams may utilize the Fabens Park fields for the duration of the Agreement during the hours not reserved to the Licensee or as individually scheduled and listed on Exhibit B.
- c. Huron Parks and Recreation shall have the Fabens Park fields prepared with bases and mounds on or before April 18, 2021, weather permitting.
- d. Huron Parks and Recreation shall be responsible for the maintenance of all fields and infrastructure at Fabens Park; provided, however, Licensee shall be responsible for setting up the fields for play by performing all actions needed to make the fields ready for play on game days, including but not

limited to dragging the infield, marking the base lines and foul lines, setting the bases and the like.

- e. City agrees to appoint a liaison between the City of Huron and the Huron Baseball and Softball Program, Inc.
- f. Licensee agrees to leave the park in the condition it was found prior to each use (i.e. clean fields and dugouts after use). The Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up. Any equipment damaged and in need of repair during the use by the Licensee will be repaired by the Licensee to the condition in which it was presented.
- g. As negotiated, the parties agree that Licensee will not be charged a rental charge for the use of the concession stand. In consideration, Licensee agrees to be financially responsible for any incurred utility bills for the duration of the contract and will remit Two Hundred Dollars (\$200.00) to the City for a portion of the cost of the health department permit. The Licensee will clean the concession stand throughout and at the conclusion of the summer season. The Licensee agrees to accept all responsibility of the building and any concession items served to any individual. The Licensee accepts full responsibility for any action taken because of any product sold. The City of Huron is not liable for any action taken on the Licensee. Notwithstanding the term of this agreement terminating on July 29, 2022 as to use of fields, Licensee may continue to use the concession stand up to and including August 7, 2022.
- h. Lease Agreement: The City will provide storage space on site for storage of equipment consistent with activities related to Licensee. Storage for this purpose is secondary to the needs of the City and the City will make reasonable accommodations to assist Licensee in utilizing the storage. Said storage is anticipated by the City to be needed by Licensee during all months of this Agreement. This Agreement shall convey from the City to Company a Lease for the storage of said property. Company understands and affirms that the storage facility is not monitored by the City and Company assumes the risk of loss when utilizing the storage facility. At any time during this Agreement, the City reserves the right to rescind any access privilege afforded to Company by way of keycode, or key access to said storage facility. Should Licensee desire to utilize the lease option the cost of such option shall be Four Hundred Dollars (\$400.00), payable in a one-time payment payable upon Licensee's notice of its intent to execute the lease option. Licensee shall notify the City of its intent to exercise the lease option no later than April 5, 2022. The cost of the lease is non-refundable and shall not be prorated in the event of Company's early termination of the lease option.

- i. Rental Agreement: The City will rent a 2015 Toro Workman Utility Vehicle (the “Vehicle”) to Licensee for the 2022 season. The rental fee for the Vehicle is One Thousand Dollars (\$1,000.00) for the 2022 rental period from April 18, 2022 through August 7, 2022. In addition to the rental fee, Licensee agrees to pay Fifty Percent (50%) of any Vehicle service or repairs (other than routine maintenance) in excess of Five Hundred Dollars (\$500.00). The City will provide all routine maintenance for the Vehicle. All additional services or repairs required to the Vehicle will be scheduled by the City of Huron and billed to Licensee. Licensee agrees that the City may use the Vehicle at any time during the Rental Term. Notwithstanding the foregoing, the City will make every effort to avoid using the Vehicle during times when Lessee expects to have access to the Vehicle during the Rental Term.
- j. At Licensee’s request, the City grants Licensee the limited authority to utilize said property as the host site for the North Coast Girls Softball League Tournament during the regular scheduled season as cited in subsection (1) herein. During the period of any subcontract pursuant to this section, whether written or unwritten, Licensee shall remain bound by the terms of this Agreement. The City shall accept no liability pursuant to any subcontract by Licensee for the use of the property for this limited purpose. In addition to the fees otherwise set forth in this Agreement, Licensee shall be liable for a tournament fee of Five Hundred Dollars (\$500.00) per week for this limited subcontract.
- k. Licensee agrees to abide by all terms of this Agreement as regards the City of Huron’s Contract with the City’s contracted beverage supplier, a copy of which is herein attached and incorporated by reference as Exhibit C.
- l. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW, ORDERS, GUIDANCE, RULES AND REGULATIONS. Licensee and all employees, agents, contractors, and any other persons subject to their direction and control shall **strictly** comply with all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to any and all communicable diseases, including COVID-19. Licensee agrees to be solely responsible for ensuring that the activities covered by this Agreement will be operated, run, managed, and conducted in a manner consistent with all applicable all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to COVID-19, and will coordinate with the Erie County Department of Health to ensure the same. Licensee understands that its use of the property will expose the it and its employees, agents, contractors and other persons subject to its control to a risk of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19), including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist, and

KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY, and assumes full responsibility for any such risk which may occur at the property. Licensee further AGREES TO INDEMNIFY, RELEASE, AND HOLD HARMLESS the City, and its officials, agents, and/or employees ("RELEASEES"), WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, ACTIONS, ETC. OF ANY TYPE FOR ANY ALLEGED INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE CITY OR OTHERWISE, to the fullest extent permitted by law.

9. The rights and authority conveyed through this License shall not be assignable or transferrable by either party. This License shall not be recognized as valid, unless otherwise specified herein, for any sublease, subcontract or conveyance to another party regardless of whether said sublease, subcontract or conveyance is in exchange for compensation.

10. This License constitutes the entire Agreement between the parties and supersedes all prior or written agreements or understandings. This agreement shall only be amended in writing signed by both parties.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on this _____ day of _____, 2022.

LICENSEE

CITY OF HURON, OHIO

President, Huron Baseball and
Softball Program

Matthew Lasko, City Manager

Approved as to Form:

Todd A. Schrader, Law Director

EXHIBIT A: SCHEDULE OF EVENTS

EXHIBIT B: INSURANCE RIDER

EXHIBIT C: PEPSI AMERICAS INC. CONTRACT WITH CITY OF HURON

EXHIBIT D: CITY SCHEDULED TOURNAMENTS

2022 – Tournaments/Events @ FABENS

JUNE	Fri-Sun	June 3-5	Baseball
	Fri-Sun	June 10-12	Baseball
	Fri-Sun	June 17-19	Baseball
JULY	Fri-Sun	July 8-10	Baseball
AUG	Fri-Sun	Aug 5-7	Softball