ORDINANCE NO. 205-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE STORM WATER OPERATION AND MAINTENANCE AGREEMENT (SWOMA) FROM SANDRIDGE FOOD CORPORATION, FOR A NEWLY INSTALLED STORM WATER DETENTION SYSTEM.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1: That the Mayor is hereby authorized and directed to accept the Storm Water Operation and Maintenance Agreement (SWOMA) from Sandridge Food Corporation.
- **SEC. 2:** That a copy of this Agreement is marked Exhibit A, attached hereto and made a part hereof.
- SEC. 3: That it is 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 the law.
- **SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 14, 2022 SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton APPROVED: November 15, 2022

Clerk of Council

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ADOPT OF ADOPT

City of Medina Ohio

Document ID:

Corresponding Job ID:

MODEL INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this 15th day of November 20, 27, by and between the Sandridge Food Corporation (hereafter referred to as the Owner) and the City of Medina, Ohio hereafter referred to as the City, provides as follows:

WHEREAS, the Owner is responsible for certain real estate shown as Tax Map Parcel Number 050-31A-24-006 that is situated in the City of Medina, State of Ohio to be developed as surface parking for the commercial building and referred to as the Property; and,

WHEREAS the Owner is providing a storm water management system consisting of the following storm water management practices – Dry Detention Basin ("Upper") and Extended Dry Detention Basin ("Lower") as shown and described on the attached Comprehensive Storm Water Management Plan (attach copy of development's approved plan); and,

WHEREAS, to comply with the Ohio Environmental Protection Agency National Pollutant Discharge Elimination System and the *City of Medina, Ohio* Small Municipal Separate Storm Sewer System and Comprehensive Storm Water Management Plan, pertaining to this project, the Owner has agreed to inspect, maintain, and repair the storm water management practices in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

A. FINAL INSPECTION APPROVAL

The Owner shall certify in writing to the City within 30 days of completion of the storm water management practices that the storm water management practices are constructed in accordance with the approved plans and specifications. The Owner shall further provide an As Built Certification, including As-Built Survey, of the locations of all access and maintenance easements and each storm water management practice, a copy of this complete Inspection and Maintenance Agreement, and the approved inspection and Maintenance Plan.

B. MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES

- 1. The Owner agrees to maintain in perpetuity the storm water management practices in accordance with approved Maintenance Plans listed in #2 below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the storm water management practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water.
- 2. The Owner shall provide a Maintenance Plan for each storm water management practice. The Maintenance Plans shall include:
 - a. The location and documentation of all access and maintenance easements on the property.
 - b. The location of each storm water management practice, including identification of the drainage areas served by each.
 - c. Photographs of each storm water management practice, including all inlets and outlets upon completion of construction.
 - d. A schedule of inspection.
 - e. A schedule for regular maintenance for each aspect of the storm water management practices to ensure continued performance of each practice. The Owner shall provide an easily understood maintenance inspection checklist. The maintenance plan will include a detailed drawing of each storm water management practice. The maintenance plan shall include each outlet structure with all parts clearly labeled. This schedule may include additional standards, as required by the City Engineer, to ensure continued performance of the storm water management practices permitted to be located in, or within 50 feet of water resources.

Alteration or termination of these stipulations is prohibited. The Owner must provide a draft Inspection and Maintenance Plan as part of the Comprehensive Stormwater Management Plan submittal. Once the draft is approved, a recorded copy of the plan must be submitted to the City to receive final inspection approval of the site, as noted above in section A.

- The Owner shall maintain, update, and store the maintenance records for the storm water management practices.
- 4. The Owner shall perform all maintenance in accordance with the Inspection and Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the City.

C. INSPECTION, MAINTENANCE, AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES

- 1. The Owner shall inspect all storm water management practices listed in this agreement, every three (3) months and after major storm events for the first year of operation.
- 2. The Owner shall inspect all storm water management practices listed in this agreement at least once every year thereafter.
- 3. The Owner shall submit Inspection Reports in writing to the City engineer within 30 days after each inspection. The reports shall include the following:

The date	of inspection;
Name of	nspector;
	ition and/or presence of:
	(i)
	(ii)
	(iii)
	(iv)
	(v)
	(vi)
	(vii)
	(viii) Any other item that could affect the proper function of the Facility.

- 4. The Owner grants permission to the City to enter the Property and to inspect all aspects of the storm water management practices and related drainage to verify that they are being maintained and operated in accordance with the terms and conditions hereinafter set forth. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.
- 5. The Owner shall complete all corrective actions and repairs within ten (10) days of their discovery through Owner inspections or through a request from the City. If repairs will not occur within this ten (10) day period, the Owner must receive written approval from the City engineer for a repair schedule.
- 6. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the storm water management practices, or the Owner fails to maintain the storm water management practices in accordance with the approved design standards and Inspection and Maintenance Plan, or, in the event of an emergency as determined by the City, it is the sole discretion of the City, after providing reasonable notice to the Owner, to enter the property and take whatever steps necessary to correct deficiencies and to charge the cost of such repairs to the Owner. The Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the City, or more with written approval from the City engineer. All costs expended by the City in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the City to maintain the storm water management practices.

D. FUNDING

The Owner shall specify the method of funding for the perpetual inspection, operation, and maintenance of the storm water management practices listed in this Inspection and Maintenance Agreement. A description of the funding mechanism shall be submitted to the City and approved by the City.

E. INDEMNIFICATION

- 1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the City of Medina, Ohio and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the storm water management practices, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the storm water management practices.
- The Owner hereby releases the City from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the City from the presence, existence, or maintenance of the stormwater management practices.
- 3. The parties hereto expressly do not intend by execution of this Inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Inspection and Maintenance Agreement.
- 4. This Inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.
- 5. The current Owner shall promptly notify the City when the Owner legally transfers any of the Owners responsibilities for the storm water management practices. The Owner shall supply the City with a copy of any document of transfer, executed by both parties.
- 6. Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the Recorder's Office of Medina County, Ohio, at the Owner's expense.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _/3 day of
Owner: Signature: INDA A Jones, Cfol VP frience
State of Ohio) County of Medina) SS:
The foregoing instrument was acknowledged before me this 13 day of October by Todd A. Jone who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina Ohio, this 13 day of October , 2023. Notary Signature: Loa Brickley Printed Name: Loa Brickley
My Commission Expires: 9-30-23 Notary Seal:

IN WITNESS WHERE	BOF, the undersigned has executed this instrument this 15th day of
City of Medina:	
Signature:	Harwell
Printed Name	: Dennis Hanwell, Mayor
State of Ohio) County of Medina) SS:	
county of Wedma, 55.	
Attorney, and	instrument was acknowledged before me this 15th day of November by who acknowledged that he did sign this Power of that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina, day of November , 20 22
	Notary Signature: Sherry a. Crow
n name of	Printed Name: Sherry A. Crow My Commission Expires: 5-27-24
€.	Notary Seal:

The responsible party of each post-construction storm water quality best management practice (BMP) must complete an annual inspection and submit a corresponding annual report to the City Engineer by June 1^{st} of each year. At a minimum, this report shall include the following items:

- 1. Vicinity sketch showing general area where the best management practice (BMP) is located
- 2. A summary of all maintenance activities that have taken place since the previous year's annual inspection
- 3. Current photos of and a description of the condition of each applicable design feature. At a minimum, this should include the access easement, all sources of inflow, the water quality orifice, secondary outlet, outlet structure, emergency spillway, outlet pipe/channel, main pool area, and inside and outside slopes.
- 4. Indication of any deviations from the original approved plan for the BMP
- 5. Identification of any improvements necessary to restore original design function
- 6. Maintenance activities that will be undertaken in the next 6 months
- 7. Any other items requested by the City Engineer
- 8. Identification and contact information of the entity responsible for maintenance of the BMP
- 9. Identification, contact information and seal with original signature and date of the person responsible for preparing the annual report

Exhibit A: Storm Water Quantity Best Management Practice (BMP) Maintenance Plan

For Sandridge Food Corporation

Medina, Ohio

Dry Detention Basin "Upper"

• Summary of design features, minimum frequencies of inspection, and items to look for

Design Feature	Frequency of Inspection (minimum)	What to Look For			
Sources of Inflow (sheet flow)	Annually	 For open channels – ensure there is no excessive erosion of the channel (e.g. headcutting, bank erosion, etc) 			
Water Quality Orifice (none)	N/A	∘ N/A			
Primary Outlet (none)		• N/A			
Emergency Spillway	Annually	 Ensure there are no blockages caused by trash and debris build-up or illegal dumping Ensure there is no erosion of the spillway bottom and side slopes 			
Outlet Structure	N/A	• N/A			
Outlet Pipe	Annually	Check the condition of the pipe, headwall and outlet protection			
Main Pool Area	 Monitor annually Survey the elevation of accumulated sediments at least every 10-years 	 Monitor the accumulation of sediment and corresponding loss of storage capacity Ensure there is an appropriate location to dispose of dredged sediments on or off the site 			
Inside and outside slopes Mow at least once each year during the growing season Monitor annually		 Ensure adequate vegetative cover with no rills and gullies or slumping of side slopes 			

Dry Pond Basin Inspection and Maintenance Checklist

Facility: Location/Address:			
	Weather Conditions:	Date of Last Inspection	•
Inspector:	Title:		
Rain in Last 48 Hours	If yes, list amount and timing:		
Pretreatment: vegetated filter strip Site Plan or As-Built Plan Available:		iy:	
She Plan of As-Bunt Flan Available:	res 🗆 No		
Inspection Ite	m	Comment	Action Needed
1. PRETREATMENT			
Sediment has accumulated.	□Yes □No □N/A		□Yes □No
Trash and debris have accumulated.	□Yes □No □N/A		□Yes □No
2. DEWATERING			
The water quality orifice is visible.	□Yes □No □N/A		□Yes □No
3. INLETS			
Inlets are in poor structural condition.	□Yes □No □N/A		□Yes □No
Sediment has accumulated and/or is blocking the inlets.	□Yes □No □N/A		□Yes □No
Erosion is occurring around the inlets.	□Yes □No □N/A		□Yes □No
3. EMBANKMENT			г
Sinkholes or cracks are visible in the embankment.	□Yes □No □N/A		□Yes □No
Trees or woody vegetation present on the dam or embankment.	□Yes □No □N/A		□Yes □No
4. BASIN OR BOWL AREA			
Trash and debris have accumulated.	□Yes □No □N/A		□Yes □No
Invasive plants are present.	□Yes □No □N/A		□Yes □No
Erosion is evident on the basin floor or low flow channel.	□Yes □No □N/A		□Yes □No
The micro-pool has sediment accumulation.	□Yes □No □N/A		□Yes □No
Sinkholes or animal borrows are present.	□Yes □No □N/A		□Yes □No
5. SIDE SLOPES AND EMBANKMEN	T		
Erosion is evident.	□Yes □No □N/A		□Yes □No
Sinkholes, animal borrows or instability are present.	□Yes □No □N/A		□Yes □No
6. OUTLETS AND OVERFLOW STRU	JCTURE		
Outlets or overflow structures in poor structural condition.	□Yes □No □N/A		□Yes □No
Sediment, trash or debris is blocking the outlets or overflow structure.	□Yes □No □N/A		□Yes □No
Erosion is occurring around the outlets or overflow structure.	□Yes □No □N/A		□Yes □No
Joints are not water tight and/or leaks are visible.	□Yes □No □N/A		□Yes □No

Additional Notes					
	W. W.		A CONTRACTOR AND A CONT		
Wet weather inspection needed	□ Yes □ N	0			

Site Sketch:

Exhibit B: Storm Water Quantity/Quality Best Management Practice (BMP) Maintenance Plan

For Sandridge Food Corporation

Medina, Ohio

Dry Extended Detention Basin "Lower"

• Summary of design features, minimum frequencies of inspection, and items to look for

Design Feature Frequency of Inspection (minimum)		What to Look For		
Access Easement N/A		∘ N/A		
Sources of Inflow (2 storm pipes)	Annually	 For open channels – ensure there is no excessive erosion of the channel (e.g. headcutting, bank erosion, etc) For storm sewers – check the condition of the pipe, headwall and outlet protection (e.g. rip rap apron) 		
Water Quality Orifice (4" PVC Pipe)	Every two months	 Ensure there are no blockages of the orifice caused by trash and debris build-up 		
Primary Outlet (4" Orifice)	Annually	 Ensure there are no blockages caused by trash and debris build-up 		
Emergency Spillway	Annually	 Ensure there are no blockages caused by trash and debris build-up or illegal dumping Ensure there is no erosion of the spillway bottom and side slopes 		
Outlet Structure	Annually	 Ensure there are no cracks, settling, heaving, pipe separation, or blockages within 		
Outlet Pipe (12" Pipe)	Annually	 Check the condition of the pipe, headwall and outlet protection 		
Main Pool Area	 Monitor annually Survey the elevation of accumulated sediments at least every 10-years 	 Monitor the accumulation of sediment and corresponding loss of storage capacity Ensure there is an appropriate location to dispose of dredged sediments on or off the site 		
Inside and outside slopes Mow at least once each year during the growing season Monitor annually		 Ensure adequate vegetative cover with no rills and gullies or slumping of side slopes 		

Dry Extended Detention Basin Inspection and Maintenance Checklist

Facility:				
Location/Address:		WELL OF THE	ID 4 CT 4 Town 42	
Date:	Time:	Weather Conditions:	Date of Last Inspection	on:
Inspector: Rain in Last 48 Hor	urs ¬Ves ¬No	If yes, list amount an	NAMES OF STREET	
		□ swale □ forebay □ oth		
Site Plan or As-Bui			, , ,	
	Inspection It	em	Comment	Action Needed
1. PRETREATME	NT			
Sediment has accumi	ulated.	□Yes □No □N/A		□Yes □No
Trash and debris hav		□Yes □No □N/A		□Yes □No
2. DEWATERING				
The water quality ori	fice is visible.	□Yes □No □N/A		☐Yes ☐No
3. INLETS				
Inlets are in poor stru		☐Yes ☐No ☐N/A		□Yes □No
Sediment has accumu blocking the inlets.	ılated and/or is	□Yes □No □N/A		□Yes □No
Erosion is occurring a		□Yes □No □N/A		□Yes □No
3. EMBANKMENT				
Sinkholes or cracks a embankment.		□Yes □No □N/A		□Yes □No
Trees or woody veget dam or embankment.		Yes No N/A		□Yes □No
4. BASIN OR BOW	L AREA		1	-1
Trash and debris have	e accumulated.	□Yes □No □N/A		□Yes □No
Invasive plants are pr		□Yes □No □N/A		□Yes □No
Erosion is evident on low flow channel.		□Yes □No □N/A		□Yes □No
The micro-pool has se accumulation.	ediment	□Yes □No □N/A		□Yes □No
Sinkholes or animal b	orrows are present.	□Yes □No □N/A		□Yes □No
5. SIDE SLOPES AT	ND EMBANKME	NT		·
Erosion is evident.		□Yes □No □N/A		□Yes □No
Sinkholes, animal bor are present.	rows or instability	□Yes □No □N/A		□Yes □No
6. OUTLETS AND (UCTURE		
Outlets or overflow structural condition.	-	□Yes □No □N/A		□Yes □No
Sediment, trash or deb outlets or overflow stra		□Yes □No □N/A		□Yes □No
Erosion is occurring ar overflow structure.	round the outlets or	□Yes □No □N/A		□Yes □No
oints are not water tig	tht and/or leaks are	□Yes □No □N/A		□Yes □No

0 <i>N</i> □	S∌¥ □	Wet weather inspection needed
		e e
		Additional Notes

Site Sketch:

