ORDINANCE NO. 72-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE STORM WATER OPERATION AND MAINTENANCE AGREEMENT (SWOMA) FROM BAT COMMERCE, LLC (TRAILER ONE), 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 Bat Commerce, LLC (Trailer One).

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: April 10, 2023

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 11, 2023

SIGNED: Dennis Hanwell
Mayor

Effective date: May 10, 2023

City of Medina Ohio *Document ID:* *Corresponding Job ID:* ORD. 72-23 Exh. A

INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this 15th day of March 2023, by and between the BAT Commerce, LLC (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 029-19a-10-032 that is situated in the City of Medina, State of Ohio and is known as being all of Medina City Lot No. _____ to be developed as 1030 West Liberty St. 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 See pond detail, attached. 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.

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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.

3. 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 inspector; _____
The condition 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.

2. 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 1st day of March, 2023.

Owner:

Signature: _____

Printed Name: BRADLEY THOMAS

State of Ohio)
County of Medina) SS:

The foregoing instrument was acknowledged before me this 1st day of March by Bradley Thomas 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 1st day of March, 2023

Notary Signature: _____

Printed Name: Shannon Harvey

My Commission Expires: 4-28-2026

Notary Seal:

SHANNON L HARVEY
Notary Public
State of Ohio
My Comm. Expires
April 28, 2026

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11th day of April, 2023.

City of Medina:

Signature: Dennis Hanwell

Printed Name: Dennis Hanwell, Mayor

State of Ohio)
County of Medina) SS:

The foregoing instrument was acknowledged before me this 11th day of April by Dennis Hanwell 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 11th day of April, 2023.

Notary Signature: Sherry A. Crow

Printed Name: Sherry A. Crow

My Commission Expires: 5-27-24

Notary Seal:

This instrument was prepared by:

Gregory Huber, Law Director, City of Medina, Ohio
132 N. Elmwood Avenue
Medina, OH. 44256

Ver. November, 2021

Table 1

Operations and Maintenance Criteria for RETENTION BASINS

Trailer One, Inc through a triple net lease is responsible for funding the operations.

Note: Inform ation taken from the North Carolina Department of Environmental and Natural Resources' "Storm water BMP Manual" rev. date 06-01-09

Basin Element	Potential Problem	How to Remediate the Problem	Inspection Schedule
The entire detention basin	Trash/debris is present.	Remove the trash/debris.	Monthly
The perimeter of the retention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application. Additional stabilization measures may be necessary depending on severity of erosion.	Monthly
The inlet device: pipe or swale	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.	Semi-Annually
	The pipe is cracked or Otherwise damaged (if applicable).	Replace the pipe.	
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.	

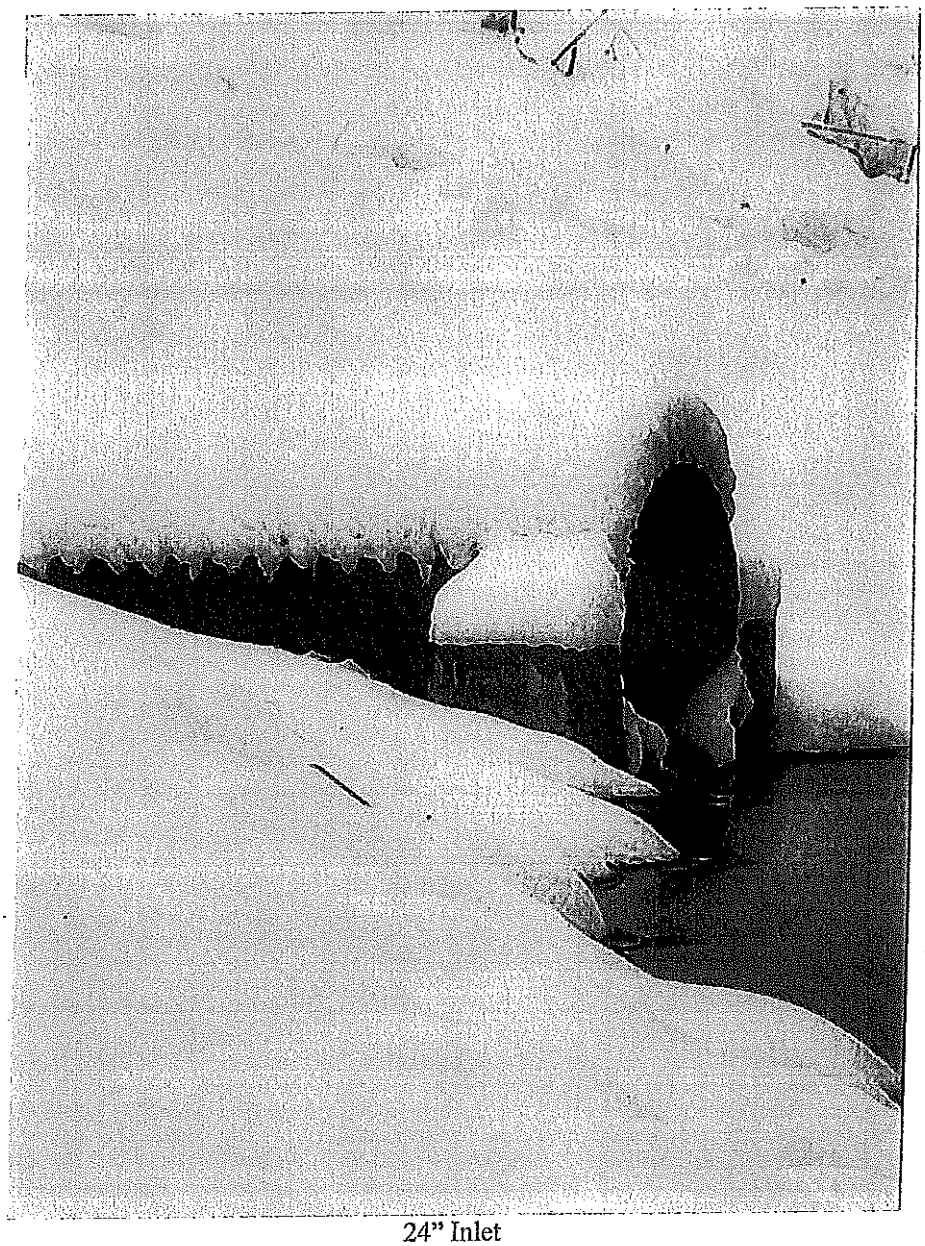
Table 1, continued
Operations and Maintenance Criteria for RETENTION BASINS

Trailer One, Inc through a triple net lease is responsible for funding the operations.

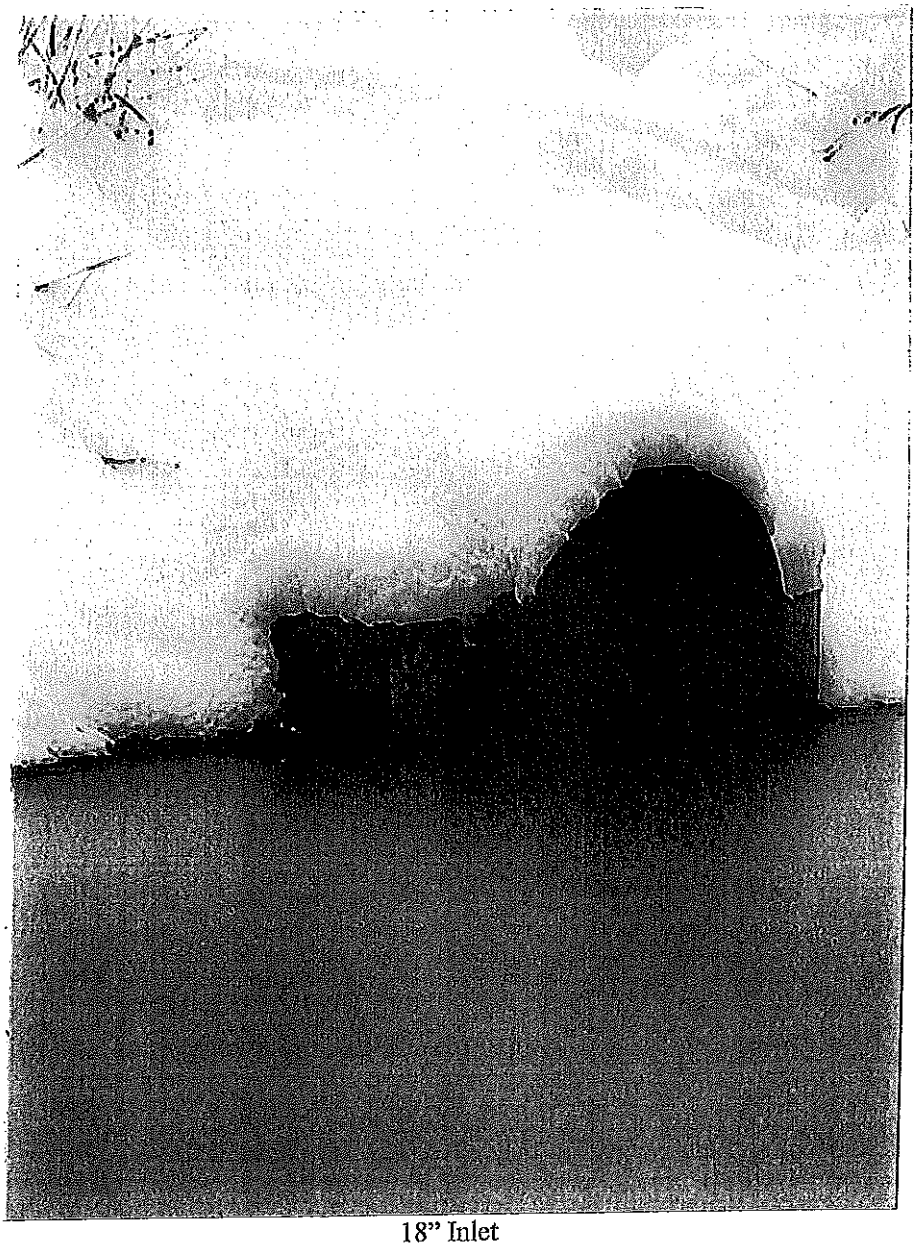
Basin Element	Potential Problem	How to Remediate the Problem	Inspection Schedule
The main pool area	Sediment has accumulated and reduced the depth to 75% of the original design depth. Top of Bank = 1107.00' Bottom of Pond 1905.00' Action Level = 1098.00'	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams, wetlands, or the detention basin. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.	Semi-Annually
	Water is standing above 1100.85'more than 5 days after a storm event.	Check the outlet structure for clogging. If it is a design issue, consult an appropriate professional.	
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).	
The embankment	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.	Monthly
	Grass cover is unhealthy or eroding	Restore the health of the grass cover, consult a professional if necessary.	
	Signs of seepage on the downstream face.	Consult a professional.	
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.	
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.	
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.	Monthly
	The outlet structure components are damaged.	Repair or replace the outlet device or damaged component.	
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the City of Medina Engineering Department at (330) 722-9084 so that an assessment can be made.	Semi-Annually

Note: Inform ation taken from the North Carolina Departm ent of Environm ental and Natural Resources' "Storm water BMP Manual" rev. date 06-01-09

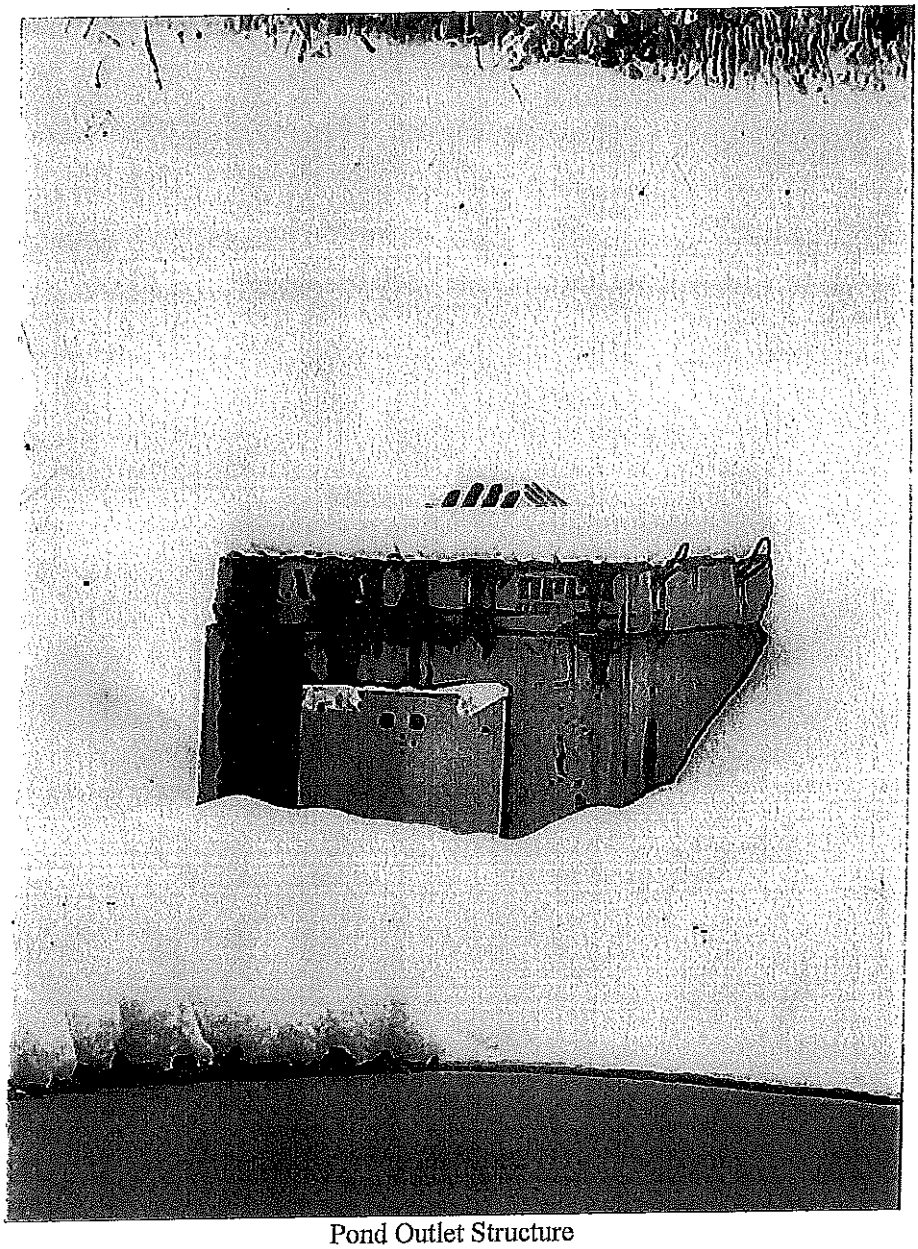
Storm Water Management Pond



24" Inlet

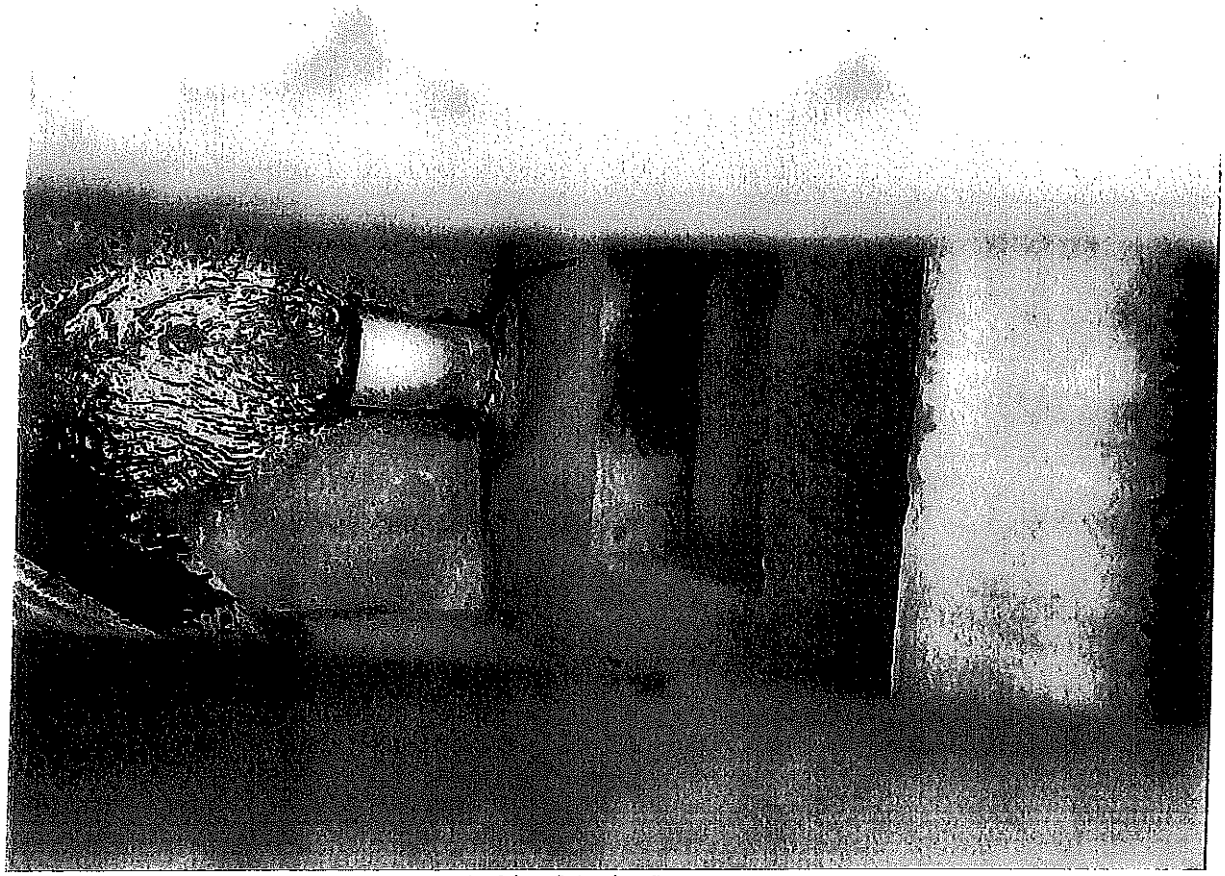


18" Inlet

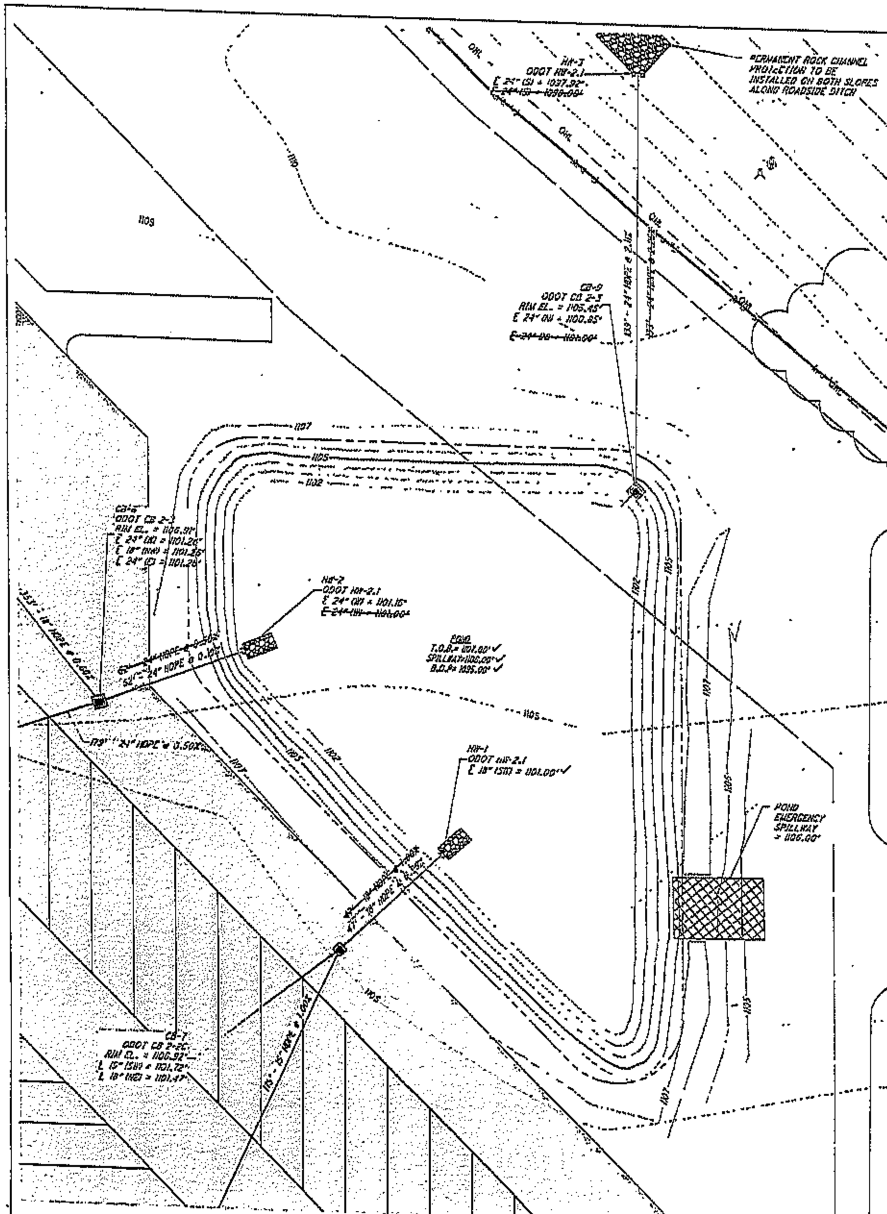


Pond Outlet Structure

24" Pond Outlet



Inside of Outlet Structure



POND
1"=20' H

GENERAL NOTES: CITY OF MEDINA

1. THE 14"H X 21"W WEIR SHALL BE PLUGGED AND REMAINED PLUGGED UNTIL 70% OF THE SITE DRAINING TO THE BASIN HAS BEEN STABILIZED AS THE RETENTION BASIN WILL BE USED AS A DESILTING BASIN DURING CONSTRUCTION.

POND CHARACTERISTICS				
Contour Elevation	Plan Contour Area (SF)	Cumulative Volume (CF)	ASD Contour Area (SF)	Cumulative Volume (CF)
1101.00	13,000	0	14,700	0
1102.00	18,600	15,702	16,400	15,541
1103.00	18,200	33,184	18,200	32,831
1104.00	20,800	52,275	20,000	51,832
1105.00	21,700	73,117	21,800	72,814
1106.00	23,600	95,738	23,700	95,555
1107.00	25,000	120,100	25,750	120,270

POND TEMPORARY SEDIMENT BASIN CHARACTERISTICS

PERMANENT DETENTION BASIN WILL BE USED TO STORE STORM WATER RUNOFF.

TOP OF BASIN: 1107.00'

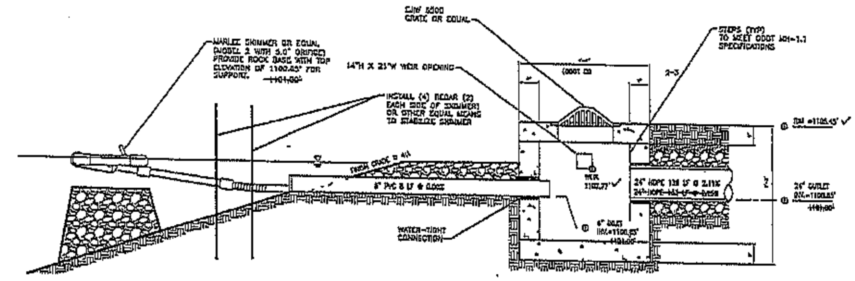
BOTTOM OF BASIN: 1095.00'

TOTAL DRAINAGE AREA: 20.28 AC

TOTAL DISTURBED EARTH AREA: 9.07 AC

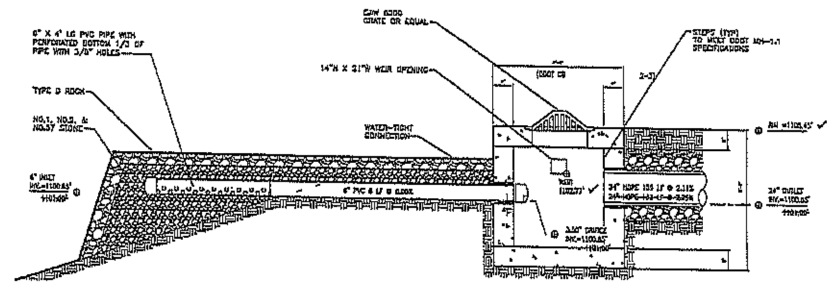
TOTAL STORAGE VOLUME: 120,300 CF

OUTLET INVERT: 1089.00'


MARLEE SKIMMER OR EQUAL (MODEL 2 WITH 3.0" ORIFICE) PROVIDE ROCK BASE WITH TOP ELEVATION OF 1100.40' FOR SUPPORT.
14"H X 21"W WEIR OPENING
INSTALL (4) REBAR (2) EACH SIDE OF SKIMMER OR OTHER EQUAL MEANS TO STABILIZE SKIMMER
WATER-TIGHT CONNECTION
STEPS (TYP) TO MEET ODOT MH-1.1 SPECIFICATIONS

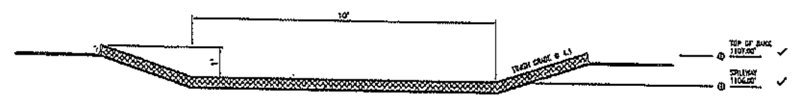
SIDE VIEW
POND OUTLET STRUCTURE (DURING CONSTRUCTION)

N.T.S.



SIDE VIEW
POND OUTLET STRUCTURE (POST CONSTRUCTION)

N.T.S.



POND EMERGENCY SPILLWAY

N.T.S.

DAVEY Resource Group

SCALE 1 IN FEET 1 inch = 20 ft.

TRAILER ONE, INC.

POND DETAIL

PROJECT NUMBER - 1965

DATE 2023-01-23

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