

**ORDINANCE NO. 4-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE STORM WATER OPERATION AND MAINTENANCE AGREEMENT (SWOMA) FROM DISCOUNT DRUG MART, 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 Discount Drug Mart.
- 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:** January 13, 2025

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** January 14, 2025

**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 ORDINANCE-RESOLUTION NO. 4-25 ADOPTED BY SAID COUNCIL ON Jan. 13, 2025

*Kathy Patton*  
CLERK OF COUNCIL

City of Medina Ohio

Document ID:

Corresponding Job ID:

INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this 14th day of November 2024, by and between the Discount Drug Mart, Inc.

(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-18-006 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 a pre-engineered metal building storage facility 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 for (1) detention basin 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.

- 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.

Owner agrees to take responsibility for all required funding necessary for maintenance and operation of the stormwater control facilities.

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 14<sup>th</sup> day of November, 2024.

Owner:

Signature: Kristy Carter

Printed Name: Kristy Carter

State of Ohio )

County of Medina) SS:

The foregoing instrument was acknowledged before me this 14 day of November by Kristy Carter 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 14<sup>th</sup> day of November, 2024.

Notary Signature: Amy Colella

Printed Name: Amy Colella

My Commission Expires: 11-8-2026

Notary Seal:



Amy Colella  
Notary Public, State of Ohio  
My Commission Expires:  
November 8, 2026

IN WITNESS WHEREOF, the undersigned has executed this instrument this 12<sup>th</sup> day of February, 2025.

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 12 day of February 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 12 day of February, 2025.

Notary Signature: Tracy Eckert

Printed Name: Tracy Eckert

My Commission Expires: August 25, 2029

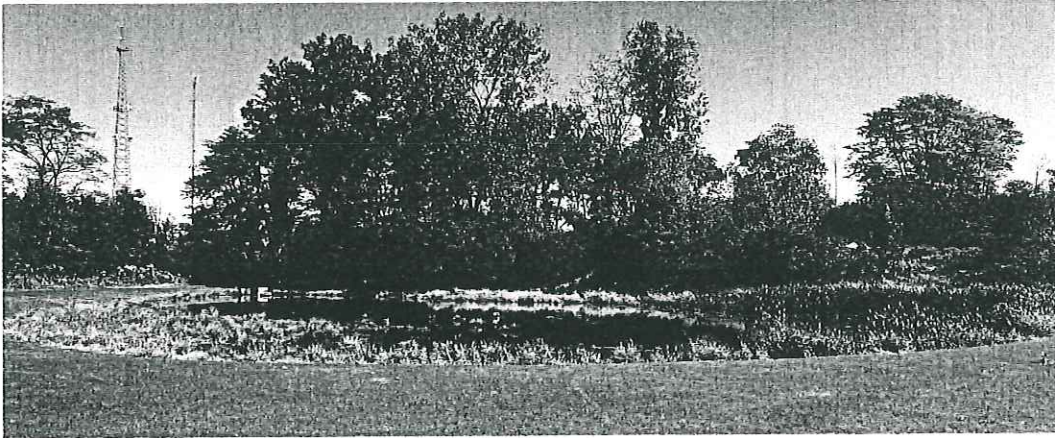
Notary Seal:



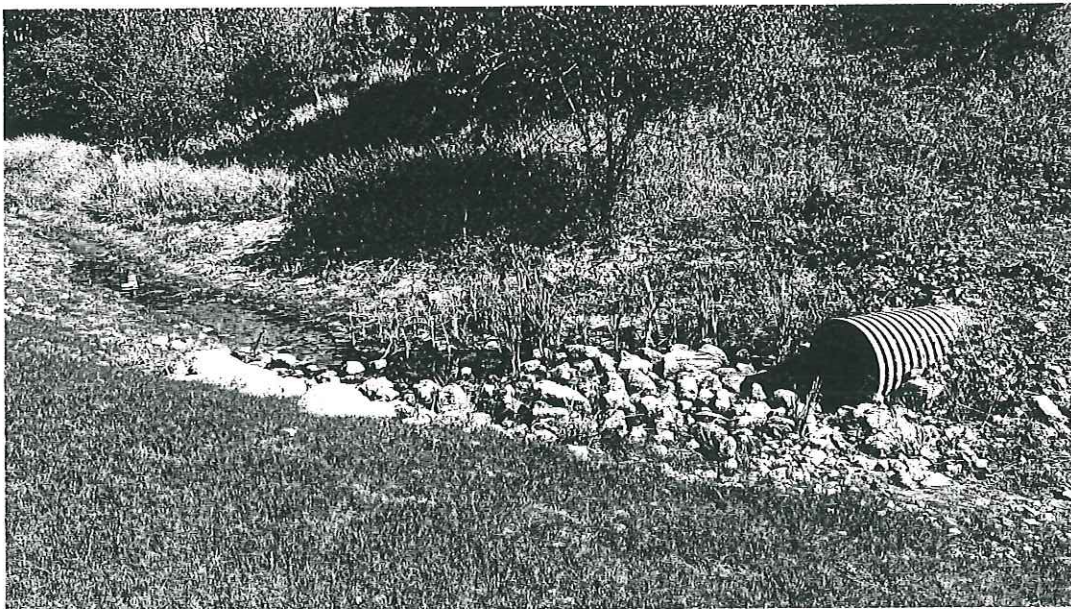
TRACY ECKERT  
Notary Public  
State of Ohio  
My Comm. Expires  
August 25, 2029

This instrument was prepared by:  
Gregory Huber, Law Director, City of Medina, Ohio  
132 N. Elmwood Avenue  
Medina, OH. 44256

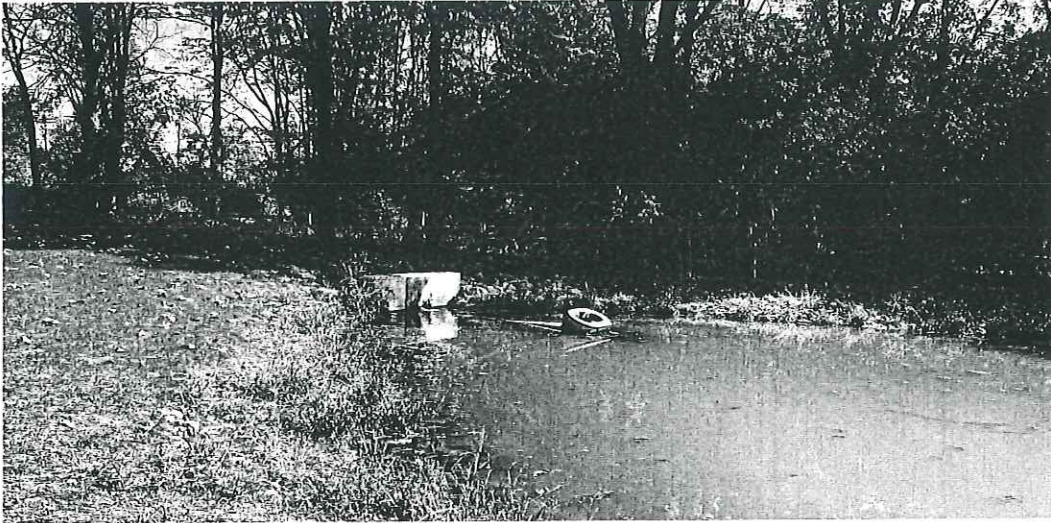




INLET STRUCTURE (NEXT TO DRIVEWAY)



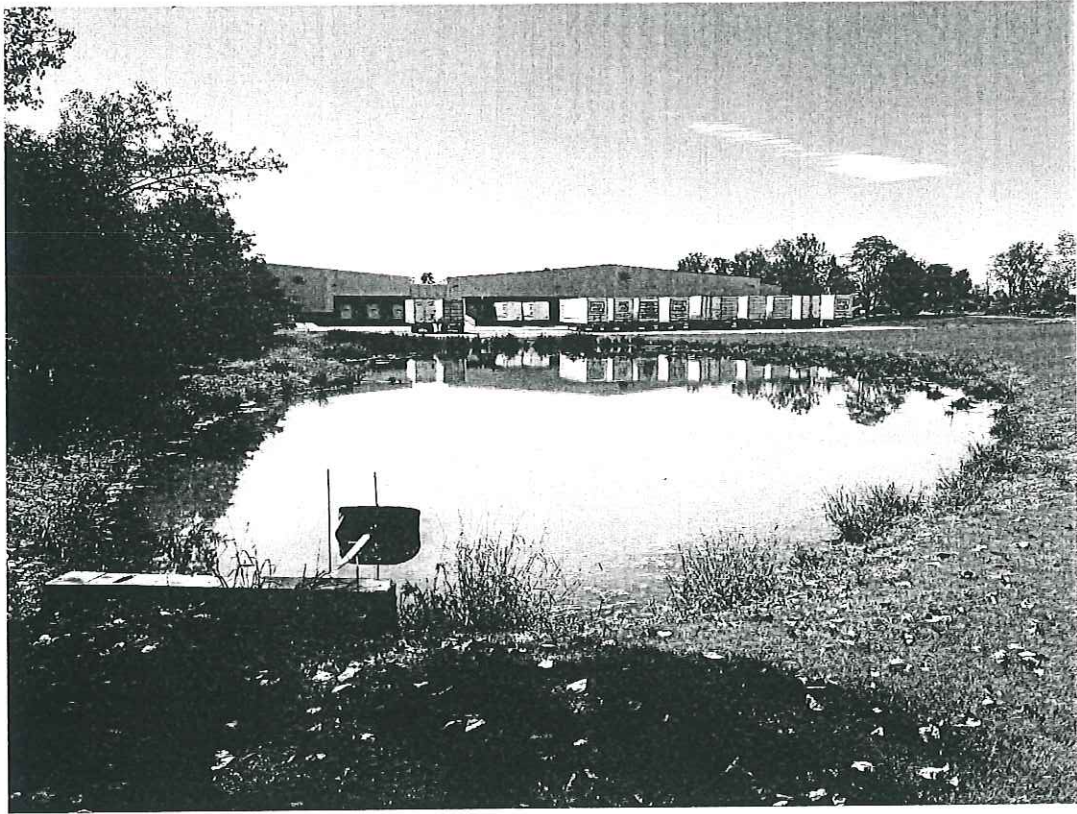
OUTLET STRUCTURE (PHOTO INCLUDES SKIMMER – TO BE REMOVED)



OUTLET STRUCTURE TO SWALE







**MAINTAINING STORMWATER CONTROL MEASURES**  
*Guidance for Private Owners & Operators*

**ROUTINE AND NON-ROUTINE MAINTENANCE**

**Dry Pond or Dry Extended Detention Basin**

*Routine Maintenance:*

- Outlet Structures: Keep outlets such as principle spillway pipe, water quality orifice pipe and emergency spillway free from blockage by sediment, debris, or trash.
- Dam/Embankment: Mow grassed dam and embankment of dry pond to prevent establishment of woody vegetation.
- Erosion and Scour: Repair soil erosion or scouring on the side slopes leading into the dry pond or within the bottom or forebay of the dry pond.
- Vegetation Management: Remove woody vegetation from ponding area of dry pond.
- Sediment and Debris: Remove accumulated sediment, debris and trash from the dry pond forebay, low flow channel and ponding area. Remove sediments when accumulation reaches 6 inches in depth.

*Non-Routine Maintenance:*

- Excessive Sediment: Remove sediment accumulation from the ponding area prior to 25 percent of the ponding storage volume being lost within the dry pond.
- Invasive Vegetation: Treat and remove invasive vegetation from ponding area, side slopes and emergency spillway.
- Outlet Structure: Repair or replace damaged outlet structure.
- Erosion Protection: Repair or replace riprap or stone protection at pipe inlets, pipe outlets or emergency spillway.
- Dam/Embankment: Seek professional consultation if seepage or leaks appear during ponding or erosion is discovered on the dam or embankment of the dry pond.

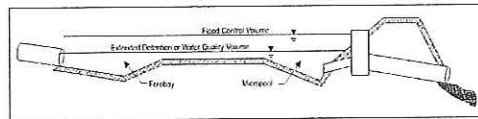


**MAINTAINING STORMWATER CONTROL MEASURES**  
*Guidance for Private Owners & Operators*

**STORMWATER CONTROL MEASURES**

**Dry Pond or Dry Extended Detention Basin**

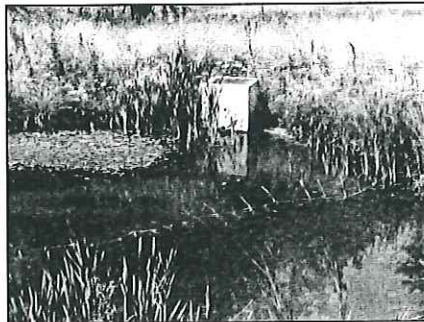
Dry ponds, also known as dry extended detention basins, are stormwater control ponds designed to capture stormwater runoff and detain the stormwater runoff for a designed period of time. Older dry ponds drain completely between storm events and are typically maintained in a mowed grass condition, these ponds have a primary role of detaining flows from large storm events. More recent dry ponds should also capture excess sediments, trash and debris and can remove contaminants from stormwater prior to being released downstream or into a local sewer system. More recently built dry ponds will have additional features called forebays (at inlets) or micropool (at the outlet) that help capture excess sediments, trash and debris and can remove contaminants from stormwater before it leaves the pond.



*Typical Dry Pond cross-section view showing different levels of ponding control during storm events.  
Credit: Ohio Rainwater & Land Development Manual*



*Well maintained dry detention basin. Forebay in the background. Main pool area receives periodic mowing to maintain vegetation. Credit: Cuyahoga Soil & Water Conservation District*



*Outlet structure with multiple drains free of obstruction such as vegetation, trash or sediment. Credit: Summit Soil & Water Conservation District*

**MAINTAINING STORMWATER CONTROL MEASURES**  
*Guidance for Private Owners & Operators*

**STORMWATER CONTROL MEASURES**

**MAINTENANCE REQUIRED WHEN:**

- Standing water is visible 72 hours after a rain event.
- Outlet is blocked by trash, debris or vegetation.
- Erosion within the emergency spillway, or blocked by debris.
- Erosion of side slopes or dam portion of pond.
- Low flow orifice, forebay, and micro pool are blocked by trash, debris, or sediment.
- Excessive (wetland) vegetation growing within dry pond area.
- Animal burrows within dam portion or side slopes of pond.
- Trees growing on the dam.
- Foul odors present.

### Dry Pond or Dry Extended Detention Basin Inspection and Maintenance Checklist

<b>Facility:</b>			
<b>Location/Address:</b>			
<b>Date:</b>	<b>Time:</b>	<b>Weather Conditions:</b>	<b>Date of Last Inspection:</b>
<b>Inspector:</b>		<b>Title:</b>	
<b>Rain in Last 48 Hours</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, list amount and timing:</b>			
<b>Pretreatment:</b> <input type="checkbox"/> vegetated filter strip <input type="checkbox"/> swale <input type="checkbox"/> forebay <input type="checkbox"/> other, specify:			
<b>Site Plan or As-Built Plan Available:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			

Inspection Item		Comment	Action Needed
<b>1. PRETREATMENT</b>			
Sediment has accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2. DEWATERING</b>			
The water quality orifice is visible.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. INLETS</b>			
Inlets are in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment has accumulated and/or is blocking the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. EMBANKMENT</b>			
Sinkholes or cracks are visible in the embankment.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Trees or woody vegetation present on the dam or embankment.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. BASIN OR BOWL AREA</b>			
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Invasive plants are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is evident on the basin floor or low flow channel.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
The micro-pool has sediment accumulation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes or animal borrows are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5. SIDE SLOPES AND EMBANKMENT</b>			
Erosion is evident.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes, animal borrows or instability are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6. OUTLETS AND OVERFLOW STRUCTURE</b>			
Outlets or overflow structures in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment, trash or debris is blocking the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joints are not water tight and/or leaks are visible.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No