

ORDINANCE NO. 198-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THREE STORM WATER OPERATION AND MAINTENANCE AGREEMENTS (SWOMA) FROM 1170 W. SMITH, 1035 INDUSTRIAL PARKWAY AND 5854 W. SMITH RD. FOR NEWLY INSTALLED STORM WATER DETENTION SYSTEMS.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to accept three (3) Storm Water Operation and Maintenance Agreements (SWOMA) from 1170 W. Smith Road, 1035 Industrial Parkway and 5854 W. Smith Road for newly installed storm water detention systems.
- SEC. 2:** That a copy of these Agreements 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 24, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 25, 2025

SIGNED: Dennis Hanwell
Mayor

Effective date: December 24, 2025

City of Medina Ohio

Document ID:

Corresponding Job ID: C1-2021-09
ORD. 198-25

INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this 8th day of October 2025, by and between the 1170 W SMITH ROAD LLC 02819C02001 (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 028-19C-02-001 that is situated in the City of Medina, State of Ohio and is known as being all of Medina City Lot No. 4294 to be developed as 1170 W. Smith Rd. LLC 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 Detention Pond and Appurtenances 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.

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 8th day of October, 2025.

Owner:

Signature: Ronald T. Bengough Jr.

Printed Name: Ronald T. Bengough Jr.

State of Ohio)

County of Medina) SS:

The foregoing instrument was acknowledged before me this 8th day of October, 2025 by Ronald T Bengough Jr 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 8th day of October, 2025.

Notary Signature: [Signature]

Printed Name: Mark Borowski

My Commission Expires: 01/14/2026



IN WITNESS WHEREOF, the undersigned has executed this instrument this 24th day of December, 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 24 day of December 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 24 day of December, 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

Exhibit A: Storm Water Quantity/Quality
 Best Management Practice (BMP) Maintenance Plan
 1170 West Smith Road

C1-2021-09

Feature	Frequency of Inspection	Items to look for
Storm Water Retention and Water Quality Pond		
• Summary of design features, minimum frequencies of inspection, and items to look for		
Access Easement or Access Area	Annually	<ul style="list-style-type: none"> Ensure there are no encroachments into or damage to the easement or access area that would prohibit equipment from reaching the basin to perform maintenance activities
Sources of Inflow (15" Storm Sewers)	Annually	<ul style="list-style-type: none"> Check the condition of the pipe, headwall and outlet protection (e.g. rip rap apron)
Water Quality Orifice (1" Orifice) and down-turned elbow	Every two months	<ul style="list-style-type: none"> Ensure there are no blockages of the orifice caused by trash and debris build-up Maintain a minimum 1-foot clearance between the bottom of the orifice / down-turned elbow and the top of the sediment layer
Primary Outlet (Weir)	Annually	<ul style="list-style-type: none"> Ensure there are no blockages caused by trash and debris build-up
Secondary Outlet (Outlet Structure Window & Rim)	Annually	<ul style="list-style-type: none"> Ensure there are no blockages caused by trash and debris build-up
Emergency Spillway	Annually	<ul style="list-style-type: none"> Ensure there are no blockages caused by trash and debris build-up or illegal dumping
Outlet Structure	Annually	<ul style="list-style-type: none"> Ensure there is no erosion of the spillway bottom and side slopes
Outlet Pipe (12" Storm Sewer)	Annually	<ul style="list-style-type: none"> Ensure there are no cracks, settling, heaving, pipe separation, or blockages within
Main Pool Area, including micropools	<ul style="list-style-type: none"> Monitor annually Survey the elevation of accumulated sediments at least every 10-years 	<ul style="list-style-type: none"> Check the condition of the pipe, headwall and outlet protection
Inside and outside slopes	<ul style="list-style-type: none"> Mow at least once each year during the growing season Monitor annually 	<ul style="list-style-type: none"> Monitor the accumulation of sediment and corresponding loss of storage capacity To return the main pool area to its original dimensions, dredging must occur when the available volume for the detention basin is reduced to the following at the associated elevation: ≤ 2123 ft³ @ 1094.00 Restore to a minimum volume for the detention basin is as follows: 2654 ft³ below elevation 1094.00 Ensure there is an appropriate location to dispose of dredged sediments on or off the site

Funding for the perpetual inspection, operation and maintenance of the 1170 West Smith Road stormwater management system and all related SCM/BMP's shall be provided by the property owner and maintained in the property maintenance fund (grounds maintenance fund, building & properties fund, general fund, etc...)

01-2021-07



DETENTION BASIN

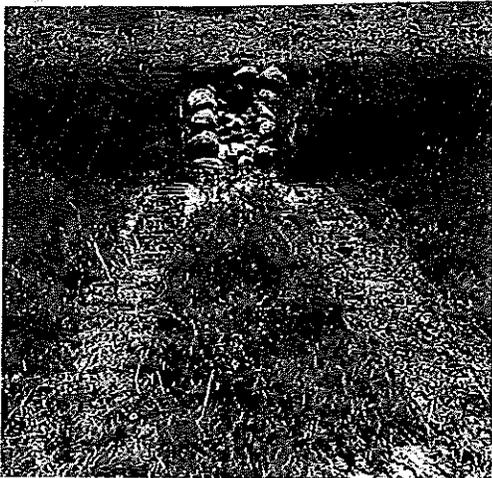
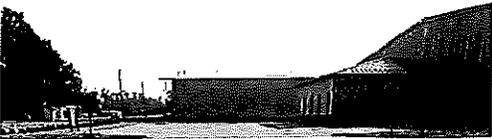


WEST SIDE OF BASIN

C1-2021-09



BASIN OUTLET PIPE



HW-1

01-2021-07



HW-2



CONTROL STRUCTURE



CONTROL STRUCTURE

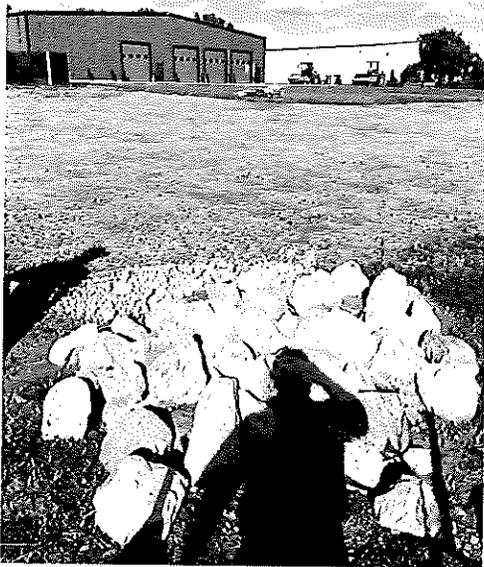


EMERGENCY SPILLWAY

01-2021-09



EMERGENCY SPILLWAY



City of Medina Ohio

Document ID:

Corresponding Job ID:

ORD 198-25

INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this 22 day of September, 2025, by and between the Monemay Properties Medina OH, 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 028-19C-17-005 that is situated in the City of Medina, State of Ohio and is known as being all of Medina City Lot No. 3187 to be developed as A paved storage lot 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 retention pond 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.

1

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 22 day of September, 2025

Owner: Monomoy Properties Medina OH, LLC

Signature: [Handwritten Signature]

Printed Name: Chris Maceri

State of ~~Ohio~~ South Carolina
County of ~~Medina~~ Berkeley SS:

The foregoing instrument was acknowledged before me this 22 day of September by Agreement 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 22 day of September, 2025. Agreement Berkeley

South Carolina
Notary Signature: [Handwritten Signature]
Printed Name: TAYLOR GLEASON

My Commission Expires: March 15, 2034
Notary Seal:



IN WITNESS WHEREOF, the undersigned has executed this instrument this 24th day of December, 2025.

City of Medina:

Signature: Dennis Hanwell

Printed Name: Dennis Hanwell, Mayor

State of Ohio)
County of Medina) SS:

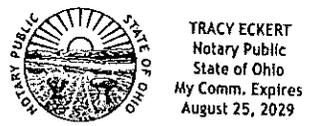
The foregoing instrument was acknowledged before me this 24 day of December by Dennis Hanwell who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina, Ohio, this 24 day of December, 2025.

Notary Signature: Tracy Eckert

Printed Name: Tracy Eckert

My Commission Expires: August 25, 2029

Notary Seal:



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

**Exhibit A: Storm Water Quantity/Quality
Best Management Practice (BMP) Maintenance Plan**
1035 Industrial Parkway
City of Medina, Ohio

Funding Long-Term Inspection and Maintenance Needs

- The Owner shall be responsible for funding of the perpetual inspection, operation, and maintenance of the stormwater management system listed in this agreement.

Retention/Water Quality Ponds

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

Design Feature	Frequency of Inspection (minimum)	What to Look For
Water Quality Orifice: 1.3"	Every two months	<ul style="list-style-type: none"> • Ensure there are no blockages of the orifice caused by trash and debris build-up. • Maintain a minimum 1-foot clearance between the bottom of the orifice and the EJW trap & hood and the top of the sediment layer
Detention Orifice: 6"	Annually	<ul style="list-style-type: none"> • Ensure there are no blockages caused by trash and debris build-up
Secondary Outlet (Outlet Structure Rim)	Annually	<ul style="list-style-type: none"> • Ensure there are no blockages caused by trash and debris build-up
Emergency Spillway	Annually	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Ensure there are no cracks, settling, heaving, pipe separation, or blockages within
Storm Sewer Outlet Pipe: 12"	Annually	<ul style="list-style-type: none"> • Check the condition of the pipe, headwall, and outlet protection.

Design Feature	Frequency of Inspection (minimum)	What to Look For
Main Pool Area	<ul style="list-style-type: none"> • Monitor annually. • Survey the elevation of accumulated sediments at least every 10-years 	<ul style="list-style-type: none"> • Monitor the accumulation of sediment and corresponding loss of storage capacity. • To return the main pool area to its original dimensions, dredging must occur when the available volume for the retention basin is reduced to the following at the associated elevation: <ul style="list-style-type: none"> <li style="text-align: center;">$\leq 516 \text{ ft}^3 @ 1014.55$ Restore to a minimum volume for the retention basin is as follows: <ul style="list-style-type: none"> <li style="text-align: center;">$3,097 \text{ ft}^3$ below elev. 1014.55 • Ensure there is an appropriate location to dispose of dredged sediments on or off the site
Inside and outside slopes	<ul style="list-style-type: none"> • Mow at least once each year during the growing season • Monitor annually 	<ul style="list-style-type: none"> • Ensure adequate vegetative cover with no rills and gullies or slumping of side slopes



OVERALL POND



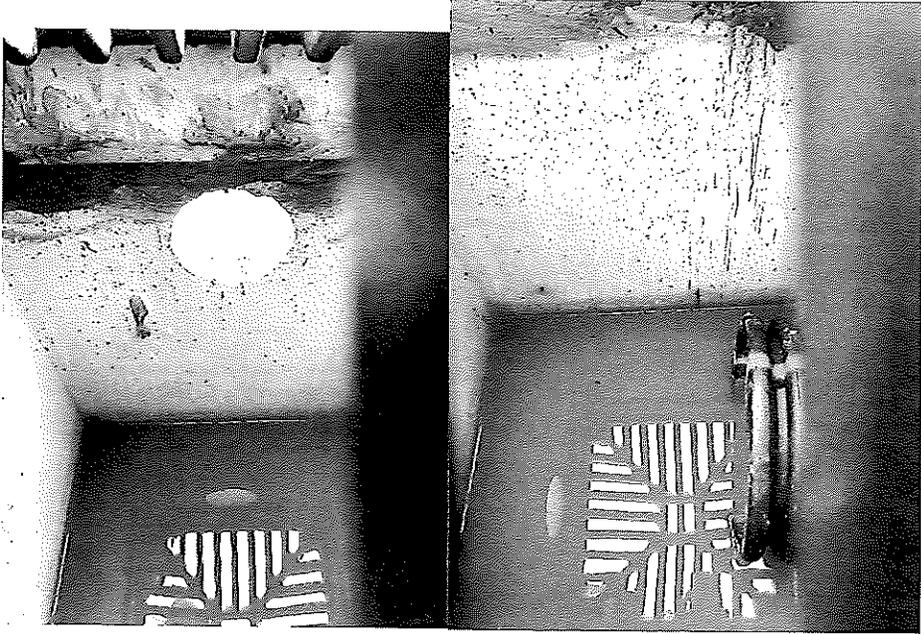
OUTLET STRUCTURE EXTERIOR



EMERGENCY SPILLWAY



12" INLET AND HALF CONCRETE HEADWALL



INTERIOR OUTLET STRUCTURE

City of Medina Ohio

Document ID:

Corresponding Job ID: CI-2023-01

ORD. 198-25

INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this 13 day of SEPTEMBER 2025, by and between the A F STAN REAL ESTATE LLC 053-31C-02-007 (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 _____ that is situated in the City of Medina, State of Ohio and is known as being all of Medina City Lot No. Dual Jurisdiction-9078 to be developed as 5854 West Smith Road, gravel truck parking lot 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 Retention Pond and Appurtenances 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.

1

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 18 day of September, 20 25.

Owner:

Signature: Alexandr Stan

Printed Name: Alexandr Stan

State of Ohio)

County of Medina) SS:

The foregoing instrument was acknowledged before me this 18 day of September by Alexandr Stan 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 18 day of September, 20 25

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 24th day of December 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 24 day of December 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 24 day of December, 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

**Exhibit A: Storm Water Quantity/Quality
Best Management Practice (BMP) Maintenance Plan
5854 W. Smith Road
City of Medina, Ohio**

Funding Long-Term Inspection and Maintenance Needs

- The Owner shall be responsible for funding of the perpetual inspection, operation, and maintenance of the stormwater management system listed in this agreement.

Retention/Water Quality Ponds

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

Design Feature	Frequency of Inspection (minimum)	What to Look For
Water Quality Orifice: 2.25"	Every two months	<ul style="list-style-type: none"> • Ensure there are no blockages of the orifice caused by trash and debris build-up. • Maintain a minimum 1-foot clearance between the bottom of the orifice and the EJW trap & hood and the top of the sediment layer
Primary Outlet Orifice: 7"	Annually	<ul style="list-style-type: none"> • Ensure there are no blockages caused by trash and debris build-up
Secondary Outlet (Outlet Structure Rim)	Annually	<ul style="list-style-type: none"> • Ensure there are no blockages caused by trash and debris build-up
Emergency Spillway	Annually	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Ensure there are no cracks, settling, heaving, pipe separation, or blockages within
Storm Sewer Outlet Pipe: 12"	Annually	<ul style="list-style-type: none"> • Check the condition of the pipe, headwall, and outlet protection.

Design Feature	Frequency of Inspection (minimum)	What to Look For
Main Pool Area, including micropools	<ul style="list-style-type: none"> Monitor annually. Survey the elevation of accumulated sediments at least every 10-years 	<ul style="list-style-type: none"> Monitor the accumulation of sediment and corresponding loss of storage capacity. To return the main pool area to its original dimensions, dredging must occur when the available volume for the retention basin is reduced to the following at the associated elevation: <ul style="list-style-type: none"> $\leq 8,004 \text{ ft}^3 @ 1094.4$ Restore to a minimum volume for the retention basin is as follows: <ul style="list-style-type: none"> $9,604 \text{ ft}^3$ below elev. 1094.4 Ensure there is an appropriate location to dispose of dredged sediments on or off the site
Inside and outside slopes	<ul style="list-style-type: none"> Mow at least once each year during the growing season Monitor annually 	<ul style="list-style-type: none"> Ensure adequate vegetative cover with no rills and gullies or slumping of side slopes

18" Culvert Pipe – From Railroad right of way to Smith Road culvert

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

Design Feature	Frequency of Inspection (minimum)	What to Look For
18" Pipe Inlet	Annually	<ul style="list-style-type: none"> Ensure there are no blockages at the upstream end of the culvert caused by trash and debris build-up.
18" Pipe Outlet	Annually	<ul style="list-style-type: none"> Ensure there are no blockages at the downstream end of the culvert caused by trash and debris build-up
18" Culvert Pipe	Annually	<ul style="list-style-type: none"> Ensure continual function of culvert pipe. Repair/replace in the event of failure



Pond Outlet



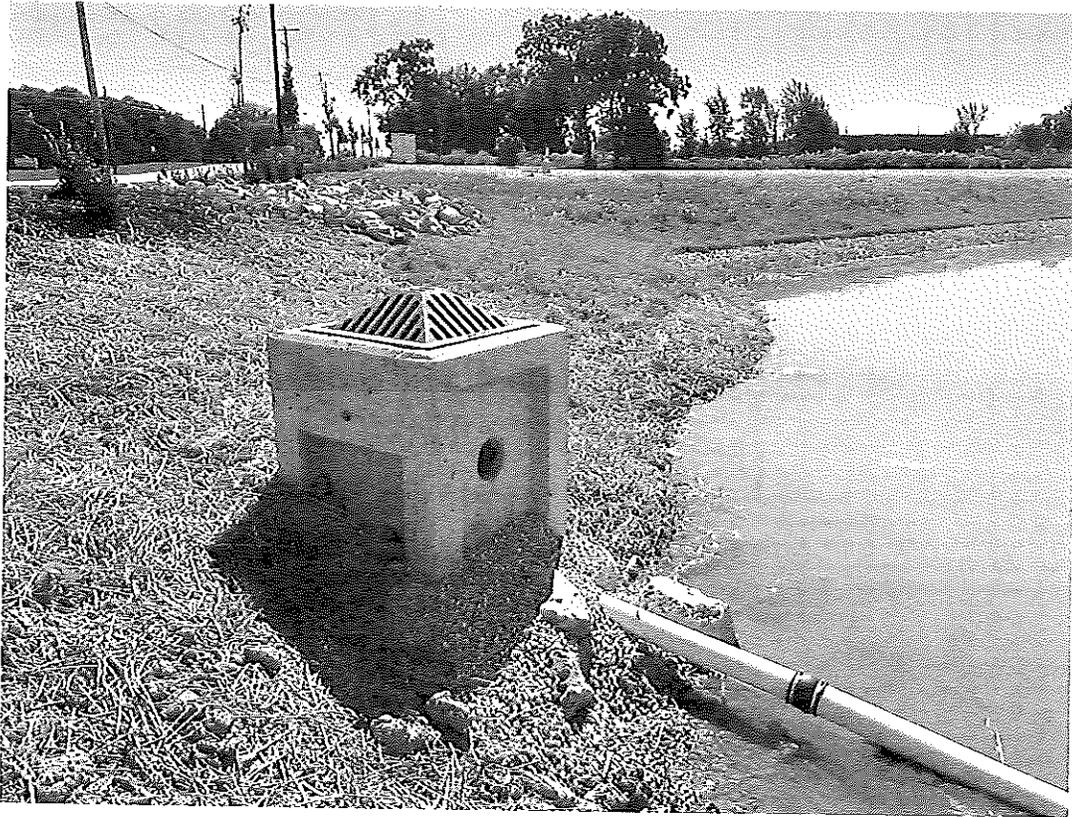
Existing 18" Storm – Downstream End



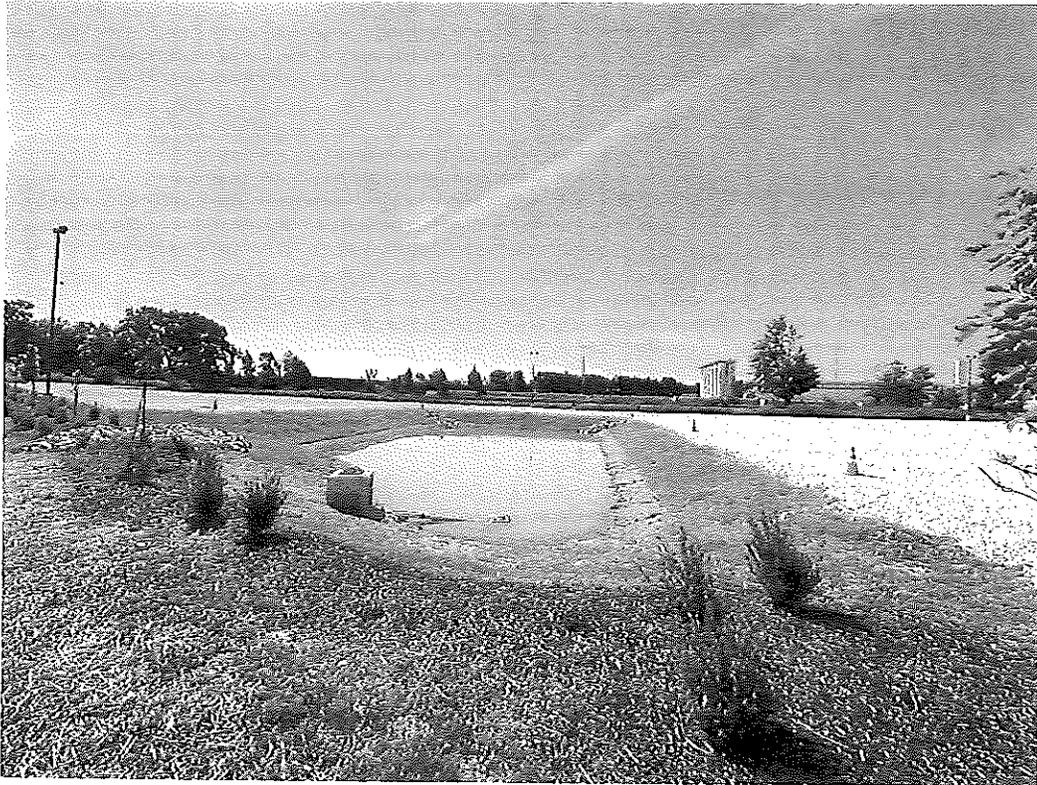
Existing 18" Storm-Upstream End



Emergency Spillway



Outlet Structure Exterior



Overall Pond

