

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 19-102-6/10 – Increase Exp. – Mason Custom Builders – Public Buildings
- 19-103-6/10 – Accepting Award of Funds – Ohio Law Enforcement Body Armor Program
- 19-104-6/10 – Discussion of Parking Enforcement Program
- 19-105-6/10 – State Bid, Equipment for New Police Cruisers – Parr Public Safety
- 19-106-6/10 – Medina Municipal Airport Consultant Selection
- 19-107-6/10 – Agreement w/ Medina City Schools for Reagan Park/Eliza Northrop Connector
- 19-108-6/10 – Income Tax Reallocation (to be discussed at 6-12-19 Budget Hearing)
- 19-109-6/10 – Agreement w/ Brandstetter & Carol / Medina County – Design, Planning & Construction Mgmt. Services for the Joint Construction of a County-City Courthouse
- 19-110-6/10 – New EPA Regulations - Stormwater Management, Erosion Control & Illicit Discharge
- 19-111-6/10 – Expenditure Over \$15,000 – Data-Command, LLC – Water Dept.

6/10/19

RCA 19-102-1/10
Finance Only

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,500.00 (requisition)
- Board of Control authorizes expenditures from \$1,500.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 5/23/2019 Department: Public Buildings

Amount: \$5,000.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 001-0743-52215

Vendor: Mason Custom Builders

Department Head/Authorized Signature: 

Item/Description:
Renovation of Bathrooms in the Engine House / addition of two Steel doors
Increase P O # 2019-850 by \$5,000- Total new amount \$20,000.00

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
 - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

REQUEST FOR COUNCIL ACTION

*ok
Dr. Hammers
5-28-19*

No. RCA 19-103-6/10

Committee Finance

From: POLICE DEPARTMENT
Chief Edward R. Kinney
E. Kinney
(Signature)

Mayor's Initials:

Guidelines: See information on back of form

Date: 5/24/19

Subject: Ohio Law Enforcement Body Armor Program

Summary and Background: The Ohio Attorney General's Office and the Ohio Bureau of Workers' Compensation have created the new Ohio Law Enforcement Body Armor Program to help Ohio's local law enforcement entities to purchase body armor vests. Funding is available to eligible law enforcement agencies for the purchase of body armor vests to enhance the safety and prevent injury of law enforcement officers. The funds reimburse departments for vests purchased for the period of August 14, 2018 to June 30, 2019. Medina Police Department has been awarded \$23,501.85. Therefore, we request Council allow Medina Police Department to accept the awarded funds in reimbursement for vest expenditures.

Estimated Cost: N/A

Suggested Funding:

Sufficient Funds in Account:

Transfer Needed From: _____ **To:** _____

New Appropriation Needed: N/A

Reimburse Account No: 106-0101-51131

Emergency Clause Requested:

No Yes If yes, reason: Acceptance due by June 30, 2019

Council Use Only:

Committee Recommendation:

Council Action Taken:

Ord./Res.No:
Date:



MIKE DEWINE

— * OHIO ATTORNEY GENERAL * —

2018–2019 Ohio Law Enforcement Body Armor Program Award Acceptance

This award acceptance contains the terms and conditions of the 2018-2019 Ohio Law Enforcement Body Armor Program award received by your agency. The Chief or Sheriff must review and sign this document prior to submission.

Award payments cannot be processed until a signed award acceptance has been received.

**AWARD ACCEPTANCE AND REQUESTS FOR DISBURSEMENT ARE DUE BY
JUNE 30, 2019**

Ohio Attorney General's Office

- 30 East Broad St, 17th Floor • Columbus, Ohio 43215 • PHONE: (614) 466-6963 •
- Email: OhioLEBodyArmor@OhioAttorneyGeneral.gov

INSTRUCTIONS

- The Chief or Sheriff must sign the following Award Acceptance and comply with the terms and conditions listed below.
- Award payments cannot be disbursed before this signed Award Acceptance has been submitted.
- Please contact Attorney General's Office via e-mail at OhioLEBodyArmor@OhioAttorneyGeneral.gov with any questions regarding the Ohio Law Enforcement Body Armor Program.

Please send the completed form to OhioLEBodyArmor@OhioAttorneyGeneral.gov

AWARD ACCEPTANCE AND REQUESTS FOR REIMBURSEMENT ARE DUE BY JUNE 30, 2019

AGENCY INFORMATION

Recipient Organization: Medina Police Department Award Amount: \$23,501.85

Award Period End Date: June 30, 2019

ACCEPTANCE

The Recipient Organization agrees as follows:

I. Funding Purpose and Recapture of Funds. In accordance with the terms hereof, the Recipient Organization (the "Recipient") agrees to receive certain award funds under the Ohio Law Enforcement Body Armor Program (the "Funds") for a 75% reimbursement of the purchase price of bulletproof vests purchased pursuant to the Ohio Law Enforcement Body Armor Program. The Recipient agrees that it will be liable to repay any Funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Ohio Attorney General (the "Attorney General"). This Award Acceptance may only be modified in a writing signed by the Attorney General and the Recipient.

II. Limitations on Use of Funds. Funds received under the Ohio Law Enforcement Body Armor Program will not be used for any political campaign or governmental lobbying in a partisan manner. Purchases of bulletproof vests must have been made during the Award Period as stated above in order to be reimbursed.

III. Disbursement of Funds. Direct payments will be made by Electronic Funds Transfers to Recipients that have submitted an Authorization Agreement for Direct Deposit of EFT Payments form to the Attorney General. Otherwise, payment will be made by check from the Office of Budget and Management. For all awards, the Funds will be disbursed upon receipt from the Recipient of this signed Award Acceptance and a completed Request for Payment Form including all necessary documentation of the purchase, and upon Attorney General approval. In order to be reimbursed, all required documentation must be submitted by June 30, 2019 via e-mail to OhioLEBodyArmor@OhioAttorneyGeneral.gov. Disbursements are contingent upon the timely submission and approval of all required documentation (which may include, but is not limited to, original invoices and receipts). No payments will be made after June 30, 2019.

IV. Liability. Recipient agrees that the Attorney General and the Ohio Bureau of Workers' Compensation are not responsible for the operation of the bulletproof vests purchased pursuant to this program. In the event of an injury or occupational disease arising from the implementation of the program, the Recipient and the employee's sole and exclusive remedy shall be pursuant to the workers' compensation laws of the appropriate jurisdiction.

V. Ethics/Conflict of Interest. The Recipient, by signature on this Award Acceptance, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

VI. Non-Discrimination. Pursuant to R.C. 125.111 and the Attorney General's policy, Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work described herein. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work described herein on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

VII. Campaign Contribution Limits. The Recipient hereby certifies that neither Recipient nor any of Recipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.

VIII. Compliance with Law. The Recipient, in expending the Funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

IX. Authority to Bind Parties. The person signing this Award Acceptance on behalf of Recipient is legally authorized to obligate the Recipient.

X. Certification of Funds. It is expressly understood and agreed by Recipient that none of the rights, duties, and obligations described herein shall be binding until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives Recipient written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

XI. Reporting Requirement. Recipient shall submit one report one (1) year after the purchase of the vests describing the utilization of the vests and the outcome received from the expenditure of the Funds. The report shall be completed online to provide data on the utilization of the vests and workers' compensation claims of injury related to shooting incidents over a period of twelve (12) months following the purchase of the vests. Additional data elements include reporting the number of hours worked by law enforcement officers utilizing the vests over a period of twelve (12) months. The report shall be completed through the Ohio Bureau of Workers' Compensation Ohio Law Enforcement Body Armor Program web page. This report shall be submitted within ninety (90) calendar days following the one year anniversary of the purchase of the vests. If the report is not filed, or if the report is not completely filled out, the Recipient shall be liable to repay the full amount of the Funds received.

XII. Time of Performance. Notwithstanding the foregoing, this Award Acceptance shall expire when the obligations set forth herein are complete.

By my signature on behalf of the Recipient, I agree to fully comply with the terms and conditions of this Award Acceptance and the Ohio Law Enforcement Body Armor Program and to use all Funds solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and misleading or fraudulent statements made and/or if the Funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved application submitted.

IN WITNESS WHEREOF, the Recipient has caused this Award Acceptance to be executed by its authorized officers.

OHIO LAW ENFORCEMENT BODY ARMOR PROGRAM AWARD RECIPIENT

Chief/Sheriff Printed Name: _____

Title: _____

Chief/Sheriff Signature: _____

Date: _____



DAVE YOST

OHIO ATTORNEY GENERAL

**Announcement:
New Ohio Law Enforcement Body Armor Program**

Overview:

Ohio Attorney General Mike DeWine and the Ohio Bureau of Workers' Compensation has created the new Ohio Law Enforcement Body Armor Program to help Ohio's local law enforcement purchase body armor vests. Funding is available to eligible law enforcement agencies for the purchase of body armor vests to enhance the safety and prevent injury of law enforcement officers. A law enforcement agency may request up to \$40,000 for the purchase of body armor vests, with a local match of 25 percent, for vests purchased August 14, 2018 – June 30, 2019. The total amount of funds provided for the program is up to \$2 million.

Submitting your Ohio Law Enforcement Body Armor Program application:

Troubleshooting Tips

To electronically submit the Ohio Law Enforcement Body Armor Program application, you will need to have Adobe Acrobat installed or Adobe Acrobat Reader DC and use the recommended browser Internet Explorer 11. The Adobe Acrobat Reader DC can be downloaded here <https://get.adobe.com/reader/>. If you are using Chrome as your browser, you will need to download the Ohio Law Enforcement Body Armor Program application to your computer and then open the form using Adobe Acrobat Reader DC.

To apply click here: [Body Armor Grant Form](#)

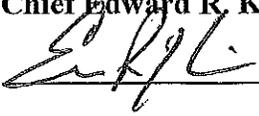
**Please direct any questions by sending an email to:
OhioLEBodyArmor@OhioAttorneyGeneral.gov**

REQUEST FOR COUNCIL ACTION

OK
H...
-19

No. RCA 19-104-6/10

Committee

From: POLICE DEPARTMENT
Chief Edward R. Kinney


Mayor's Initials:

Guidelines: See information on back of form

Date: May 30, 2019

Subject: Request for discussion on parking enforcement program

Summary and Background

In April of 2019, the Sixth District Court of Appeals ruled it was unconstitutional to chalk a tire while enforcing parking regulations by the government (municipalities). The court ruled it was a fourth amendment violation. In consideration of the court ruling, our parking enforcement officer has stopped chalking tires. We have researched alternatives to chalking and found most cities with similar parking situations as Medina have moved to digital chalking. Digital chalking is a handheld device, similar to a PDA/Palm Pilot, takes a digital photograph and digitally documents the location of the tire stem. The device sets a timer based on the parking time restriction and alerts the parking enforcement officer when the time has expired. If the vehicle is still in the same location, the parking enforcement officer can issue a citation. The citation is printed from the digital device. The photograph and information from the ticket is uploaded to a server maintained by the device vendor. The violator has the option to log into an online portal and pay the citation. The vendor handles all the processing of the citation and transfers the fine money to an account specified by our finance department.

The attached document compares two popular vendors in the field of digital parking enforcement and their associated costs. Currently, the fine for our parking citations is \$10 if paid within 48 hours. The parking enforcement officer issued approximately 1703 parking citations in 2018. The calculated revenue for those citations in 2018 is \$17,030. A ticket fine comparison is included in the attached document projecting revenue based on the amount of citations issued in 2018 along with incremental increases in the fines. The fine schedule is included as a guide if council chooses to increase parking ticket fines. I believe an increase in fines are necessary to offset the costs of the overall program.

Estimated Cost: Outlined in attachment

Suggested Funding:

Sufficient Funds in Account No:

Transfer Needed From: _____ **To:** _____

New Appropriation Needed:

Account No:

Emergency Clause Requested:

No

Yes **If yes, reason:**

Council Use Only:

Committee Recommendation:

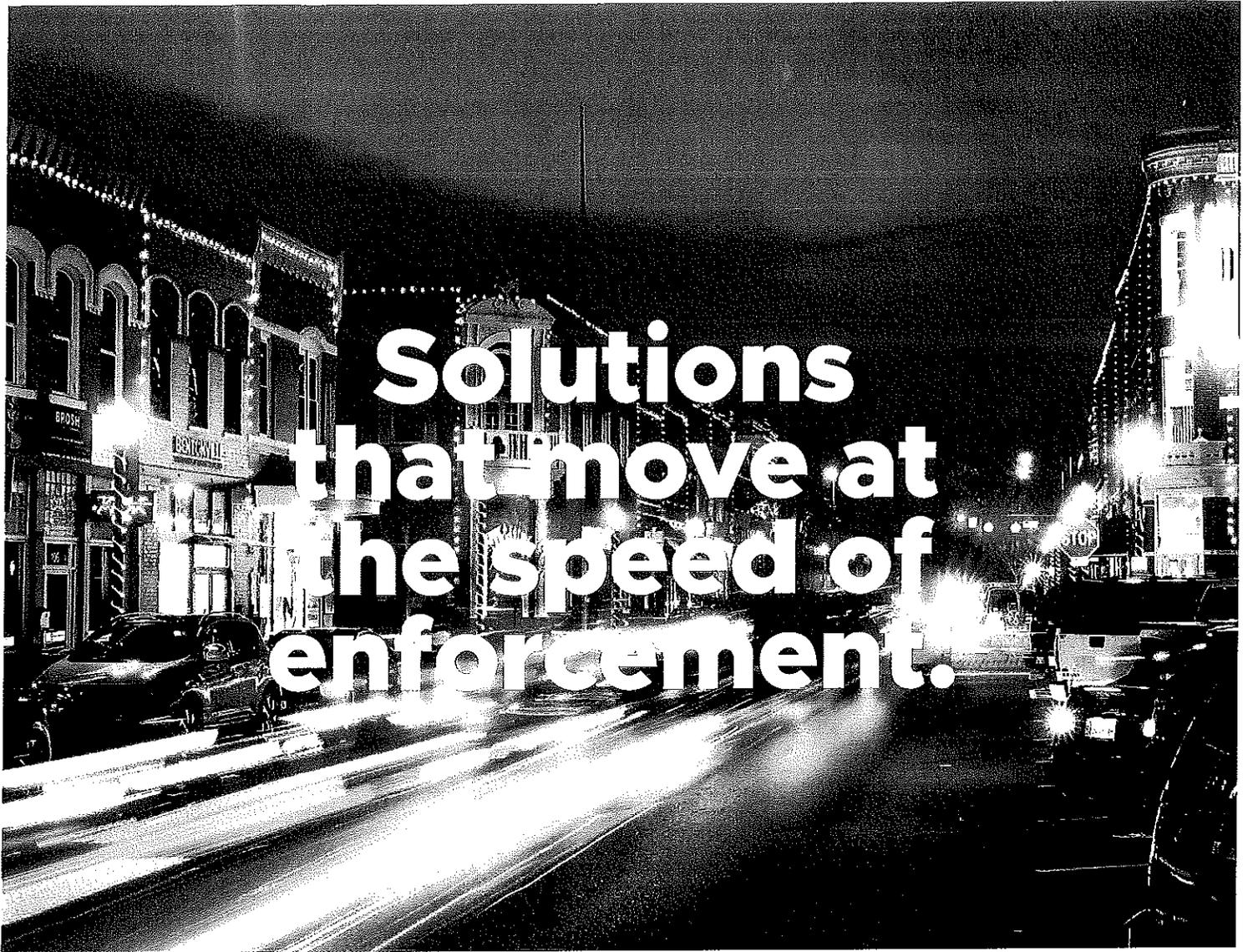
Council Action Taken:

Ord./Res.No:

Date:

Mobile Parking Enforcement Comparison

	IPS	UPS	Notes
UP FRONT COSTS			
Hardware Package	\$3,398.00	\$2,410.00	IPS No Case/UPS no charging cable
Training & Installation	Free Web Training	\$895.00	
Set Up	\$3,000.00	\$995.00 (Cloud Customization)	
Paper	\$985.00 (QTY 100 Rolls)	\$169.00 (Per Case, 3250 Citations)	Parking Enforcement wrote 1,703 cites in 2018
Plate Charges	\$75.00		
Total Up Front Costs	\$7,458.00	\$4,469.00	
MONTHLY COSTS			
Data Plan	\$50.00	\$35.00	
Hardware Support	\$60.00	\$34.99	
Software License	Included	\$229.00	UPS Yearly Total Software license = \$2,748.00
*Citation Processing @\$1.75 ea	*\$248.36		*Monthly Average Processing Based on 1703 citations yearly
Total Monthly Fees	\$358.36 x 12 =	\$337.05 x 12 =	
Total Yearly	\$4,300.32	\$4,044.60	
First year program cost	\$11,758.32	\$8,513.60	Projected yearly citation revenue based on the 1,703 citations written in 2018, (11 Months)
Estimated Parking Payroll	\$22,972.19	\$22,972.19	\$10.00 = \$17,030.00 (current)
Total first year	\$34,730.51	\$31,485.79	
Parking Revenue 2018	\$17,030.00	\$17,030.00	\$15.00 = \$25,545.00
Program Deficit	\$17,700.51	\$14,455.79	\$20.00 = \$34,060.00
		\$25.00 = \$42,575.00	
			Parking Enforcement Payroll for 2018 was \$22,972.19
			(11 months plus averaged one month in for a full 12 month estimate)
Optional Services			
Citation Manual Entry	\$1.75 per unit		
RO Acquisition (local)	\$.75 per unit		
RO Acquisition (out of state)	30% per unit	\$1.00 if successful lookup	
All Automated Correspondence	\$1.25	\$.25 per notice	
Delinquent Notices	\$0.80	Included in above	
Online Service Fee to Violator	\$2.00 or 3%	\$3.00 or 4%	



**Solutions
that move at
the speed of
enforcement.**

PREPARED FOR

City of Medina, OH

Parking Management Solution



321 Morris Road
Fort Washington, PA 19034

JOHN HOLLAND
267.615.1105
jholland@upsafety.net



Pricing Overview

Overview of Fixed Cost Services

CitePro™ Print Hardware Package – \$2410.00 per Device

The CitePro, branded by the manufacturer as the N5Z1, is the preeminent enforcement device in the industry today. The hardware package includes the mobile computer, 2 hot-swappable external battery packs, a charging dock which allows both the device and a supplemental battery to be charged in tandem, and a power-supply/ charging cable.

CiteGuardPlus™ Warranty – \$34.99 per Device per Month

In the case of hardware damage or failure, this warranty fully covers:

- 1.) Immediate shipment of a no-cost Loaner device to replace the affected device
- 2.) A call tag for the affected device for shipment to our offices for repair
- 3.) Shipping for the repaired device back to your offices
- 4.) A call tag for the Loaner device

Over a full three year term. This provides for instant remediation of hardware issues, and keeps officers enforcing.

Verizon 4G LTE Data Plan – \$35.00 per Device per Month

We resell data plans from Verizon exclusively, because their network and speed are uncompromising. This plan includes mobile data for one device.

CityCite™ Licenses – \$229.00 per Device per Month

We sell our cloud hosted software suite at a recurring monthly license fee of \$229.00 per device per month based on the functionality utilized.

This fee includes:

- 1) A license for (1) mobile user and (1) cloud user to use our front end data entry software, and cloud based back end management software.
- 2) 24/7/365 in house help desk support for any and all software and hardware issues.
- 3) Access to our *Client Resource Center*, which provides in depth details of the functionality within our mobile and back end software, including video demonstrations and guided walk throughs.

- 4) Any and all software updates, including product enhancements, issue resolutions, and new feature releases as they become available. Since inception, we have been releasing new software to clients rapidly.

Some major upgrades in 2018, provided at no additional cost to ALL current subscribers, included:

- Dashboard Data Visualizations
- Real-time Device Tracking and Analytics (Breadcrumbs, Route Optimization)
- Multiple Ticket Management
- NSF Check Automation
- Stripe Integration & Dashboard
- Disputed Ticket Attachments
- UPsafety Full Service (Mailed Notices + Collections)

To ensure these features are fully utilized, we regularly hold *UPsafety User Webinars*, at no additional cost to subscribers, before each major update to identify, train, and answer any and all customer questions and concerns. Users who cannot make the webinar can request a recorded copy to view anytime.

- 5) Free admission to our yearly Users Conference
- 6) Two free remote training sessions per year to ensure all users remain product experts

On-Site Training – \$895.00 One Time

This fee is for on-site training of your officers and administrators on how to use the system inside and out, as well as training managers to a *Train the Trainer* standard. This covers our costs in paying the 1-2 employees training, as well as their hotel rooms and travel.

Cloud Set Up & Customization – \$955.00 One Time

We charge this fee to fully customize the cloud to your department, including setting permissions for each individual employee, implementing ticket lifecycle business logic, creating report templates specified by managers, importing common street names in order to optimize officer drop down lists and more.

Overview of Variable Cost Services

Out of State DMV Research – \$1.00 per Successful Plate Lookup

For DMV research for out of state violators, we charge *Per Successful Plate Lookup*, which means that a charge is only incurred if a valid address has been found for the requested plate.

Automated Delinquent Notices – Cost of Stamp + \$0.25 per Automated Notice

The cost of customizing physical notices, which will be mailed to violators as warnings and requests for payment, or, for any other automated correspondence on behalf of your organization, is fully included in the set up process. This fee is for the printing, stamping and mailing of physical notices to violators.

Polyvinyl Paper – ~0.05 Per Ticket Issued

We provide top quality water and tear resistant polyvinyl paper at a price of \$169.00/Case. There are 50 rolls per case and clients see anywhere between 60-70 tickets per roll. The value of \$.05/ticket that we mention in our literature is computed as follows:

$$\frac{\$169 \text{ Per Case}}{50 \text{ Rolls Per Case}} = \frac{\$3.38 \text{ Per Roll}}{65 \text{ Tickets Per Roll}} = \$ 0.05 \text{ Per Ticket}$$

Public Citation Management Portal – Greater of 4.00% or \$3.00 per Citation Paid Online

We will fully customize an e-commerce site to meet your needs, including branding, adding customized dispute fields, and developing lookup logic. Through the portal, constituents can:

- Review photo evidence, as well as all ticket data recorded at the time of issuance
- View fine schedules, laws and FAQ's
- Pay tickets online, from the moment a ticket is issued, via QR code on the ticket, the website printed on the ticket, or, through the Interactive Voice Response (IVR) phone number
- Dispute and inquire as to ticket status, including the upload of secure documents to be viewed by enforcement or administrative staff

When a violator pays a \$30.00 citation, they will pay the citation amount, plus the service fee, and we will remit the full \$30.00 citation value to you next day.



Total Cost of Solution – Itemized

Schedule of Costs

Product	Quantity	Price	Billed	Year 1	Year 2	Year 3
CitePro™ Print Hardware Package	1	\$ 2,410.00	One Time	\$ 2,410.00	\$ -	\$ -
CiteGuardPlus™ Extended Warranty	1	\$ 34.99	Monthly	\$ 419.88	\$ 419.88	\$ 419.88 *
Verizon 4G LTE Ultid Data Plan	1	\$ 35.00	Monthly	\$ 420.00	\$ 420.00	\$ 420.00
CityCite™ Monthly Mobile License(s)	1	\$ 229.00	Monthly	\$ 2,748.00	\$ 2,748.00	\$ 2,748.00
Personalized On-Site Training	1	\$ 895.00	One Time	\$ 895.00	\$ -	\$ -
Cloud Setup & Customization	1	\$ 995.00	One Time	\$ 995.00	\$ -	\$ -
Polyvinyl Paper - 3250 Citations	1	\$ 169.00	As Needed	\$ 169.00	\$ -	\$ -
Total Cost of Solution				\$ 8,056.88	\$ 3,587.88	\$ 3,587.88
Upfront Costs Amortized				\$ 4,818.34	\$ 4,818.34	\$ 4,818.34 **

*As an alternative to the white glove warranty, a 3-year warranty can be purchased for \$668.00 per device.

**In order to ease upfront costs, we are happy to amortize costs over a 3-year contract.

+

Variable Cost Services Utilized



Intelligent Enforcement Solutions

It's Almost 2020. Meet the Solution Built for It.

Growing communities invest significant time and resources addressing parking headaches with simple, patching, solutions. This works well at first. But then harder questions follow: *Am I really attaining compliance? Could I be using my officers more efficiently?*

Enter UPSafety's CityCite® parking management platform, the solution that uses real-time parking data to optimize enforcement outcomes.

By combining mobile enforcement, virtual permitting, officer route management and GIS analytics with an open architecture for real-time interfaces to each and every part of your organization's tech stack, the CityCite platform ensures your agency has every component needed to get and keep your enforcement operations running efficiently.

Whether you have one officer in the field or one thousand, switching to UPSafety means smarter, seamless enforcement, with implementations completed in days — not months.

ABOUT UPSAFETY

Founded in 2012, United Public Safety is a leading provider of enforcement, asset tracking and business process automation software to modern governments and operators. We are enforcement lifecycle specialists, with a focus on the latest technology, seamless implementations and a dedication to 24/7/365 in-house support.

WHO WE SERVE

- ★ Municipalities & Police Departments — large or small
- ★ Colleges & Universities
- ★ Hospitals & Medical Centers
- ★ Private Property Owners & HOAs
- ★ Gyms & Health Clubs
- ★ Corporations & Businesses
- ★ Parking Management Agencies
- ★ Transportation Authorities

WHAT WE OFFER

- ★ Parking Enforcement
- ★ Permit Management
- ★ ID & Barcode Scanning
- ★ Auto-population of Data
- ★ Pay-to-Park Connectivity
- ★ Kiosk Integration
- ★ Photo Proof on Ticket
- ★ Warning Issuance
- ★ Scofflaw Contextual Notifications
- ★ iChalk Electronic Tire "Chalking"
- ★ Automated Owner Lookups
- ★ Collection Services Available
- ★ Boot & Tow
- ★ ALPR/LPR options
- ★ Cloud-based Records Management
- ★ Robust Reporting
- ★ Import Capabilities
- ★ Data Analytics
- ★ In-Vehicle Ticket Issuance
- ★ 24/7/365 Support
- ★ Personalized On-site Training

TICKET #: P001240553

Vehicle License Info

SCAN REG

SCAN DL

SCAN PLATE

Enter License No *

Select License State *

Enter Lp Exp Date

Location

Select Street Address *

Vehicle

Select Vehicle Make *

Select Type *

Select Color

Enter Exp Date

Violation

Select Violation *

Select Violation 2

Enter Meter No

TOTAL \$0.00

Image

TAKE PICTURE

Notes

Enter Notes

Owner Info

Select Eye Color

PRINT NOTES ON TICKET

THIS TICKET IS A WARNING

PRINT+ISSUE

Mobile Software

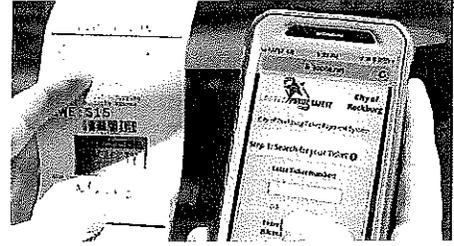
UPSafety's intuitive software is loaded with features designed to allow your officers to issue any ticket accurately and efficiently, all in 20 seconds or less.

The easy-to-navigate, auto-fill screens take you step-by-step through the ticketing process, aiding officers in their duties every step of the way, with features like:

- **iPermit® Permit Management** for real time integration with permit purchases and renewals
- **iChalk® Snap-And-Go** tire chalking
- **iMeter Meter and Kiosk** integrations for smarter, targeted, enforcement
- **Intelligent & entirely customizable scofflaw & repeat offender logic**

ALPR in the palm of your hands ties it together. Just snap the plate and go to check for permits, chalks, scofflaw, meter violations and more.

ForCommerce



Simply post a link to your fully customizable Citizen Portal on your website, and a ticket issued in the field can be paid instantly. It's that simple! From the portal, violators can:

- Review photo evidence, as well as all ticket data recorded at the time of issuance
- View parking fine schedules, laws, and FAQs
- Purchase, renew, and track permits
- Dispute and inquire as to ticket status via text & chat bots, including the upload of secure file attachments which can be viewed immediately by organization staff.

The Hardware

Introducing the CitePro

Welcome to the next generation, ultra-rugged Android™ device designed specifically for public safety applications. From parking and permitting to traffic enforcement and property code violations, the CitePro™ collects photo evidence, scans barcodes, handles data input and lookups and issues on-the-spot tickets in all weather conditions.

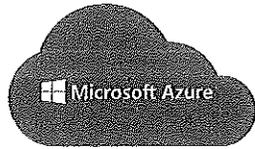
- ★ Integrated 3" thermal printer
- ★ 16MP rear-facing camera
- ★ Hot-Swappable external battery
- ★ Ultra-Rugged handheld device
- ★ 4G capable Verizon data plan
- ★ Bluetooth 4.2
- ★ Android 7.X OS
- ★ 4G LTE Network
- ★ A-GPS support

...and much more!



UPSafety Cloud

Our Cloud eliminates the need for costly on-site servers, backup systems and local IT support — saving your department time, effort and money. All data, images and notes on your handheld device are communicated to the Cloud in real-time, allowing payments and disputes to be handled from the moment a ticket is issued, as well as permit and scofflaw data to be kept accurate to the second.



Government

Through the Cloud, you can easily:

- View, maintain and process all ticket and permit data
- Create & review real-time officer locations & issuance data
- Create custom reports
- Communicate with and dispatch officers in real-time
- View detailed analytics on each and every aspect of your enforcement program

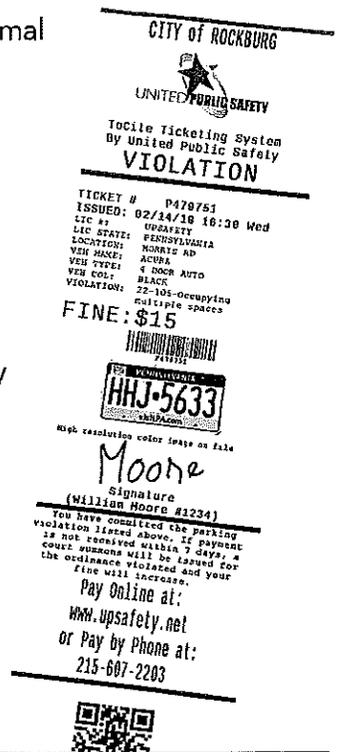
And much more. Access from any device and browser. All that's needed is an Internet connection!

UPSafety Tickets

UPSafety Tickets make a noticeable difference for you and your patrons by providing easy-to-read, accurate information — every ticket, every time. Tickets can be viewed online immediately after issuance, including associated photos, GPS location and all other violation details.

Features include:

- Tear & Weatherproof Thermal Polyvinyl (no ink & no envelopes)
- Ticket Data, Layout and Verbiage Fully Customized to your Requirements
- GPS, Time/Date Stamping
- One Image Printed Directly on the Issued Ticket (12 viewable in the back office)
- Officer Signature Capture
- Seamless Payment Interaction, via the Web, Phone, or QR Code





We pride ourselves on providing unwavering and exceptional support to your organization when and where you need it. Trained, on-site professionals located in our PA offices are ready to answer your questions 24/7, 365 days a year.



SALES | sales@upsafety.net
888.583.6997

Discover us online at:
upsafety.net



Medina City Police Department

ENFORCEMENT SYSTEM

Our Mobile Enforcement Solution puts you in charge. Select a 1-piece or 2-piece design, Android or iOS operating system. IPS provides a quick and efficient citation issuance process. Electronic citations are immediately loaded into the Enforcement Management System (EMS) allowing timely access to citation information for your Agency and the public. **IPS can also utilize existing agency Android and/or iOS devices or can supply new ones as provided below.** Paper rolls subject to final volume, approval of artwork design and layout. Pricing does not include any applicable sales tax.

Handheld Enforcement Solutions

1 PIECE ENFORCEMENT SOLUTION	UNIT PRICE
N5 Print Mobile Enforcement Device	\$2,950.00
N5 Charging Cradle	\$199.00
N5 Spare Battery	\$199.00
N5 Carrying Case	\$50.00

Total Hardware \$3,398

Handheld Enforcement Support

Mobile Enforcement Solution	Units	Unit Price
Mobile Data Plan	Per unit /per month	\$50.00
Handheld Support	Per unit/Per month	\$60.00
Software License (one-time fee) Unlimited Users	Per Unit	Included
Mobile Citation Paper (per roll) QTY 100	Per roll	\$9.85 total annually \$995
Plate Charges for Ticket Customization (One-time fee)	Per plate	\$75.00 onetime fee
Estimated Travel Expenses for Installation	Per trip	\$2,000.00 web training free
On-site training and installation	Per day	\$600.00 web training Free

Enforcement Back Office and Processing Services

Enforcement Management System	Units	Unit Price
One Time Setup	Per Unit	\$3,000.00
Annual System License for EMS (Unlimited Users)	Per user	Included
Citation Processing Fee	Per unit	\$1.75
Manual Citation Entry Fee	Per unit	\$1.75
RO Acquisition (local)*	Per unit	\$0.75



RO Acquisition (out of state)	Per unit	30%
Delinquent Notice Processing fee (Includes Postage)	Per unit	\$0.80
Online & IVR Secure Credit Card Payments - Gateway Fee <i>Note: Charged to the Public - assumes the use of the Client Merchant Account</i>	Per transaction	\$2.00 or 3% whichever is higher
Optional: Hosted Merchant Account- Interchange Plus Fees referenced <i>Note: Charged to the Public</i>	Per transaction	\$2.00 or 3% whichever is higher
Additional Letters and Correspondence	Per unit	\$1.25
1st Level Manual Adjudication Services (Online Appeals)	Per unit	Included
2nd Level Adjudication Hearing Services	Per hour	To be quoted

**Local DMV rates may be free based on Agency relationship with DMV. Pricing can vary based on this relationship.*

Ticket Collection Services (Optional Services)

Collections	Units	Unit Price
Advanced/Delinquent Collections ANY citation over 90 days delinquent (Optional)	% of amount collected	35% of amount collected

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

Break down

Startup costs (hardware/installation/web training/ citation paper ALL in Red = \$7,498

Annual fees

Included citation processing (based on 2,000 citation annually), handheld support, paper, data plan in GREEN= \$5,815

First Year total = \$13,313 Includes the cost for 2000 citations issued

Year 2-5= \$5,815

Orange applications are optional

REQUEST FOR COUNCIL ACTION

*OK
P. Hammer
6/3/19*

No. PCA 19-105-6/10

From: POLICE DEPARTMENT
Chief Edward R. Kinney
E. R. Kinney

Committee Finance
Mayor's Initials: _____

Guidelines: See information on back of form

Date: 6/3/19

Subject: State Bid Purchase of Equipment for New Police Cruisers-New Vendor Approval

Summary and Background: Parr Public Safety Equipment has provided state bid pricing for the equipment needed to outfit the new cruisers at the Police Department. State Contract #MMA-7469

Estimated Cost: \$45,000.00

Suggested Funding: 106-0101-53321

Sufficient Funds in Account No: Yes

Transfer Needed From: _____ **To:** _____

New Appropriation Needed: N/A

Account No: _____

Emergency Clause Requested:

No **Yes** If yes, reason: _____

Council Use Only:

Committee Recommendation: _____

Council Action Taken: _____

Ord./Res.No: _____
Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Parr Public Safety Equipment

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6106 Bausch Road

6 City, state, and ZIP code
Galloway, OH 43119

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
2	0	-	1	6	1	9	5	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Amber Parr* Date ▶ *3/20/2019*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Parr Public Safety Equipment

6106 Bausch Rd
 Galloway OH 43119
 United States
 (866) 320-7277
 www.parrpse.com
 Tax ID 20-1619573

Quote

Page 1 of 2

Date 5/30/2019
 Estimate # EST21240

Expires 6/29/2019

Project

Memo

Net 30

Start Date

User

E023 Parr, Thomas A

Bill To

Medina City Police Dept
 150 W. Friendship St.
 Medina OH 44256
 United States

Item #	Quantity	Units	Description	Rate	Amount	Note
Note	1		Pricing on Ohio State Contract MMA-7469	0.00	0.00	
PT2185ITU20TM	4	Kit	Setina Tallman partition Transfer kit for 2020 Utility Interceptor w/ recess panels	254.15	1,016.60	
QK0566ITU20	4	EA	Setina transport seat w/ #12 coated Polycarbonate Cargo partition, center pull seat belts for 2020 Utility Interceptor	1,078.40	4,313.60	
PB400SUV-UINT20	4	EA	Setina Aluminum Push Bumper for 2020 Utility Interceptor	279.65	1,118.60	
CCSRNT5	4	EA	CARBIDE SIREN W/CANPORT & T/A 01-0688327-01A	1,205.90	4,823.60	
CANCTL6	4	EA	Control/Carbide Control; 4 position slide switch 7 position Rotary Siren Switch 13 push button switches TA Indicator Microphone with extension cable	0.00	0.00	
CC5K1	4		CCSRN5 INSTALL KIT FORD/DODGE	0.00	0.00	
CANEM16	4		CARBIDE/ CONTROL WC EXPANSION MODULE	143.84	575.36	
SA315P	4	EA	Projector™ Compact 100W Composite Speaker 122db	194.68	778.72	
SAK52	4		SA315 MOUNT KIT 2013 Utility Interceptor Driver side lower grille	22.32	89.28	
VTX609R	4	EA	Vertex LED Single Light w/ 9' Cable Red	79.98	319.92	
VTX609B	4	EA	Vertex LED Single Light w/ 9' Cable Blue	79.98	319.92	
VTX609C	8	EA	Vertex LED Single Light w/ 9' Cable White	79.98	639.84	
I2D	8	EA	DUO Ion Super-LED Lighthouse Red/White w/ black housing	101.06	808.48	
I2E	8	EA	DUO Ion Super-LED Lighthouse Blue/White w/ black housing	101.06	808.48	
I2J	16	EA	DUO Ion Super-LED Lighthouse Red/Blue w/ black housing	101.06	1,616.96	
TLI2E	8	EA	ION T-SERIES LINEAR DUO B/W	97.34	778.72	
TLI2D	8	EA	ION T-SERIES LINEAR DUO R/W	97.34	778.72	
GB8SP3J	4	EA	Legacy We-Can DUO Super-LED lightbar 20 Lighthouse w/ TD/ALY Red/Blue	1,999.99	7,999.96	
MK83	4		Explorer / 2011-2016 and 2013-2016 Police Interceptor Utility / 48"-55"	34.10	136.40	
C-TTP-INUT-2	4		Ford Utility Premium Fold Up Equipment Tray	206.19	824.76	
CG-X	4	EA	Charge Guard Universal Control module	74.25	297.00	
14.0553	4	EA	Tri block 12 volt accessory outlet	20.60	82.40	
SI240T-IH	4		Secure Idle Anti-theft module for 2020 Ford Interceptors SUV and Sedan **see website to check make model and year**	180.00	720.00	
ECVDMILTAL00	4	EA	LED dome light Red/White Lens Toggle Switch on Lens Universal	60.26	241.04	
2100GAM	4		7170-0734-02: Gamber Johnson Console w/ printer armrest, cupholder, 2020 Utility	801.00	3,204.00	
7160-0220	4		Mongoose 9' locking slide arm with 360 degree clevis	318.60	1,274.40	
Antenna 2Way Radio	8	EA	Radio Antenna with Cable ***Specify Frequency***	75.00	600.00	
ISFW34X	1		14-17 Interceptor Utility Inner Edge FST WeCan 12 lamp no takedowns **UPCHARGE DUO/TRIO No Upcharge SOLO Lighthoods** LIST LIGHTHEADS ON SO	704.32	704.32	
ISDE	6		BLU/WHT INNER EDGE DUO LIGHT ., \$48 list when ordered WITH the Inner Edge	29.76	178.56	
ISDD	6		RED/WHT INNER EDGE DUO LIGHT ., \$48 List upcharge when ordered with Inner Edge	29.76	178.56	
TCRHD2	1		TRACER DUO 2-LAMP HOUSING R/W / B/W	353.40	353.40	
TCRLBKT	3		Tracer 'L' Bracket mounting kit	6.51	19.53	
MCRNTRX	1	EA	STUD MOUNT MICRON RED SMOKE	84.94	84.94	
MCRNTBX	1	EA	STUD MOUNT MICRON BLUE SMOKE	84.94	84.94	
I2E	1	EA	DUO Ion Super-LED Lighthouse Blue/White w/ black housing	101.06	101.06	
I2D	1	EA	DUO Ion Super-LED Lighthouse Red/White w/ black housing	101.06	101.06	



Quote

Page 2 of 2

Parr Public Safety Equipment

6106 Bausch Rd
 Galloway OH 43119
 United States
 (866) 320-7277
 www.parrpse.com
 Tax ID 20-1619573

Date
 Estimate #

5/30/2019
 EST21240

Item #	Quantity	Units	Description	Rate	Amount	Note
I2J	6	EA	black housing DUO Ion Super-LED Lighthouse Red/Blue w/ black housing	101.06	606.36	
IONGROM	2	EA	Grommet Mount Kit for ION Lightheds MFG# 01-046D378-00	4.34	8.68	
ITRAYW10	1		INNER EDGE RST WeCAN 10-LT TRAY. UPCHARGE FOR DUO/TRIO NO UPCHARGE FOR SOLO. LIST LIGHTHEADS ON SO	757.02	757.02	
VTX609R	1	EA	Vertex LED Single Light w/ 9' Cable Red	79.98	79.98	
VTX609B	1	EA	Vertex LED Single Light w/ 9' Cable Blue	79.98	79.98	
VTX609C	2	EA	Vertex LED Single Light w/ 9' Cable White	79.98	159.96	
CCSRN5	1	EA	CARBIDE SIREN W/CANPORT & T/A 01-0688327-01A	1,205.90	1,205.90	
CC5K1	1		CCSRN5 INSTALL KIT FORD/DODGE	0.00	0.00	
CANCTL5	1	EA	CANTROL/CARBIDE HANDHELD CTRL; Power button on top 3 button master control 11 push-button switches TA indicator Integrated microphone	0.00	0.00	
CANEM16	1		CARBIDE/ CANTROL WC EXPANSION MODULE	143.84	143.84	
SA315P	1	EA	Projector™ Compact 100W Composite Speaker 122db	194.68	194.68	
SAK52	1		SA315 MOUNT KIT 2013 Utility Interceptor Driver side lower grille	22.32	22.32	
C-TTP-INUT-2	1		Ford Utility Premium Fold Up Equipment Tray	206.19	206.19	
2101	1		Truck-Vault C-FDEXRN-11R-PS-LT: Field Ranger Police Package	3,410.50	3,410.50	
2101	1		Truck-Vault P-955: Foam S-size for Vault	90.25	90.25	
2101	3		Truck-Vault P-591: LED drawer light	33.25	99.75	
2101	1		Truck-Vault 010.00200: Rubber mat for top vault	28.35	28.35	
Antenna 2Way Radio	1	EA	Radio Antenna with Cable ***Specify Frequency***	75.00	75.00	
SI240T-IH	1		Secure Idle Anti-theft module for 2013 Ford Interceptors SUV and Sedan **see website to check make model and year**	180.00	180.00	
Freight	1	EA	Freight	625.00	625.00	

Total \$43,946.89



EST21240

REQUEST FOR COUNCIL ACTION

*OK
of
Finance
6-4-19*

NO. RCA 19-106-6/10

FROM: Greg Huber, Patrick Patton

DATE: June 04, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: Medina Municipal Airport Consultant Selection

The Federal Aviation Administration (FAA) requires the City to complete a Qualification Based Selection (QBS) every five (5) years in order to engage a qualified airport consultant to complete engineering and planning services on federally financed airport projects. This process requires the City to accept qualification statements from interested consultants, then review and rank them. The City then enters into contract negotiations with the consultant that is deemed most desirable.

The qualification statements for this work were received on May 24th. Three firms submitted qualification statements, they are:

- 1. Delta Airport Consultants
- 2. Michael Baker International
- 3. Richland Engineering Limited

Our recommendation will be made to Council at the Finance Committee meeting. In order to meet the milestone dates required by the FAA, we will request that Council accept the recommendation and approve a general services agreement with the recommended airport consultant with the emergency clause at their meeting on June ~~26~~ *27*.

Thank you for your consideration.

ESTIMATED COST: TBD

SUGGESTED FUNDING: TBD

Sufficient Funds in Account Number:

Transfer Needed from Account Number:

To Account Number:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason:

The City is required to complete this process by June 30, 2019. Assuming this request receives Council approval at the June 10th meeting, we will have less than 30 days before the mandated deadline.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

OK
Post Harwell
6-4-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-107-6/10
Committee: Finance

FROM: Jansen Wehrley *JW*
DATE: June 4, 2019
SUBJECT: Medina City Schools- Reagan Park/Eliza Northrop Connector Trail Agreement

SUMMARY AND BACKGROUND:

The parks department respectfully request Council to authorize Mayor Harwell to enter into a Declaration of Mutual Easements and Cooperation Agreement with the Board of Education of the Medina City School District. This agreement is for allowing the construction of a connector trail from Reagan Park to Eliza Northrop Elementary School across city property.

The parks department supports this project because it will improve access to school facilities and expand recreational opportunities for students.

Estimated Cost: \$0

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: YES

Reason: MCS would like to bid this project as soon as possible with anticipated construction fall 2019.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

**DECLARATION OF MUTUAL EASEMENTS
AND COOPERATION AGREEMENT**

This Declaration of Mutual Easements and Cooperation Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2019, by and between the **Board of Education of the Medina City School District**, a City School District and political subdivision of the State of Ohio ("School"), and the **City of Medina**, Medina County, Ohio, a political subdivision of the State of Ohio ("City") (individually a "Party" and collectively the "Parties").

RECITALS

A. City is the owner of approximately 182.77 acres of real property located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-11-101 (the "City Property"). The City Property is more fully described in Exhibit A, attached hereto and incorporated herein by reference. The City Property is part of Reagan Park.

B. The School is the owner of approximately 7.4516 acres of real property which is located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-07-086 (the "School Property"). The School Property is more fully described in Exhibit B, attached hereto and incorporated herein by reference. Eliza Northrop Elementary School is located on the School Property.

C. City has agreed to convey an easement across a portion of the City Property to School. This easement shall be used for School's construction and ongoing use of a connector trail between the existing parking lot at Eliza Northrop Elementary School and a parking lot at Reagan Park, for the mutual benefit of the Parties. The Parties further wish to convey mutual easements to each other for the use of the parking lots on their respective properties, which will be connected by the trail.

D. The easement area is depicted in a survey prepared by Environmental Design Group which is attached hereto at Exhibit C and incorporated herein by reference (the "Easement Area"). The easement area shall encompass 0.6173 acres and is more fully described in Exhibit

D, attached hereto and incorporated herein by reference (the "Easement Area").

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

1. **The Connector Trail**

- A. Installation of Connector Trail. School, at its sole expense, shall install a trail for the purpose of pedestrian ingress and egress in the Easement Area ("the "Connector Trail") between the parking lot on the City Property which is identified on Exhibit C and the parking lot on the School Property. The materials used for the Connector Trail, the timeline for construction of the Connector Trail, and the precise location of the Connector Trail within the Easement Area shall be agreed to by the Parties before the commencement of construction.
- B. Grant of Easement. City hereby grants a permanent, non-exclusive easement upon, across and over the Easement Area to School, and its tenants, licensees, and invitees for the purposes stated herein. The Parties, their tenants, licensees, and invitees, shall each have the right to use and enjoy the Easement Area, including the Connector Trail, for the purpose of pedestrian ingress and egress to and from the School Property and the City Property. This Connector Trail easement shall also include the right to make all necessary repairs, maintenance and replacement of the Connector Trail.
- C. Maintenance. All maintenance (including snow removal), repair, and replacement of the Connector Trail, shall be performed by School at its sole expense, unless it is determined that the maintenance, repair, or replacement is due to the negligence of City, its tenants, licensees or invitees. In such event, the maintenance, repair, or replacement shall be at City's expense. The Connector Trail shall at all times be kept and maintained in a good condition and state of repair.

2. **Parking Lots**

- A. Grant of Parking Easement. School grants to City a permanent, non-exclusive easement upon, across and over the parking lot located on the School Property for the limited purpose of allowing the City's park patrons, who wish to utilize the Connector Trail, to park vehicles in or otherwise traverse across the School's parking lot.

City grants to School, its tenants, licensees, or invitees, a permanent, non-exclusive easement upon, across and over the parking lot located on the City Property. The purpose of this easement is to allow School to access the City

parking lot in order to perform any needed maintenance, repairs, or replacements in the Easement Area and to provide additional vehicular parking for School's use.

The parking lot owned by City shall be subject to reasonable regulation and control by City. City may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as City, in its sole discretion, deems appropriate. City shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by City.

Similarly, the parking lot owned by School shall be subject to reasonable regulation and control by School. School may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as School, in its sole discretion, deems appropriate. School shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by School.

3. **Termination of Easements**

Notwithstanding anything to the contrary herein, if either School or City transfers, sells, or conveys their respective properties, or any part of their respective properties, to a third party, the non-transferring party shall have the option of unilaterally terminating this Easement. If the non-transferring party elects to terminate this Easement, it shall record a "Notice of Termination of Easement" and provide a copy of the notice to the other party. This Agreement may also be terminated by the recording of a release, executed by the Parties.

4. **Insurance**

Each Party benefitting from the easements granted by this Agreement shall ensure that they maintain adequate policies of insurance on their respective properties that contain a provision protecting the insured from any and all liability resulting from the use of the easements granted by this Agreement by that Party, its licensees, invitees or agents.

5. **Successors and Assigns**

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors and assigns.

[Signature Page to Follow]

Executed by the Board of Education of the Medina City School District, by Ron Ross, its President on _____, 2019.

Board of Education of the

Medina City School District

By: Ron Ross

Its: President

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Ron Ross, President of the Board of Education of the Medina City School District.

Notary Public

Executed by the City of Medina, by Dennis Hanwell, its Mayor on _____, 2019.

City of Medina

By: _____

Dennis Hanwell
Its: Mayor

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this 4th day of March, 2008, by Dennis Hanwell, Mayor of the City of Medina.

Notary Public

This instrument prepared by:
Monica E. Russell, Esq.
Critchfield, Critchfield & Johnston, Ltd.
4996 Foote Road
Medina, Ohio 44256



April 19, 2019

ACCESS EASEMENT TO MEDINA CITY SCHOOLS
LEGAL DESCRIPTION
0.6173 ACRE EASEMENT

Situated in the City of Medina, County of Medina and State of Ohio, known as being part of Medina City Lot No. 496 and being part of the lands conveyed to the City of Medina by deed in Deed Volume 358, Page 495 of Medina County Records, said parcel being more fully described as follows:

Beginning at an easterly corner of Medina City Lot No. 9073 as shown in Plat Document Number 2008PL000013 and on the southwesterly right-of-way line of East Reagan Parkway (R/W width varies) as dedicated in Plat Document Number 1998PL000012 of Medina County Records;

Thence South 35°-05'-12" West, 140.00 feet along a southeasterly line of said City Lot 9073; thence South 55°-27'-29" West, 207.94 feet along a southeasterly line of said City Lot 9073; thence South 89°-13'-51" West, 264.97 feet along a southerly line of said City Lot 9073, said point also being the TRUE PLACE OF BEGINNING for the easement area herein described;

- COURSE NO. 1: Thence South 00°-05'-56" East, 13.41 feet to a point;
- COURSE NO. 2: Thence South 12°-04'-04" East, 118.12 feet to a point;
- COURSE NO. 3: Thence South 50°-29'-16" West, 95.48 feet to a point;
- COURSE NO. 4: Thence South 11°-53'-20" East, 73.59 feet to a point;
- COURSE NO. 5: Thence South 17°-10'-42" West, 17.63 feet to a point;
- COURSE NO. 6: Thence South 14°-21'-38" East, 15.54 feet to a point;
- COURSE NO. 7: Thence South 75°-38'-22" West, 5.00 feet to a point;
- COURSE NO. 8: Thence North 77°-40'-47" West, 12.35 feet to a point;
- COURSE NO. 9: Thence North 84°-57'-59" West, 18.86 feet to a point;
- COURSE NO. 10: Thence North 05°-06'-23" East, 17.94 feet to a point;
- COURSE NO. 11: Thence North 85°-50'-19" West, 77.74 feet to a point;

The community impact people.

Page 1 of 2



April 19, 2019

ACCESS EASEMENT TO MEDINA CITY SCHOOLS
LEGAL DESCRIPTION
0.6173 ACRE EASEMENT

- COURSE NO. 12: Thence **North 04°-09'-41" East, 9.86 feet** to a point;
- COURSE NO. 13: Thence **North 71°-07'-44" West, 72.06 feet** to a point;
- COURSE NO. 14: Thence **northwesterly** along an arc of a curve to the right, having an arc length of **46.02 feet**, a central angle of 126°-20'-16", a radius of 20.87 feet, and a chord bearing North 38°-53'-55" West, 37.25 feet to a point;
- COURSE NO. 15: Thence **North 01°-47'-57" East, 45.69 feet** to a point;
- COURSE NO. 16: Thence **northeasterly** along an arc of a curve to the right, having an arc length of **128.44 feet**, a central angle of 126°-13'-53", a radius of 58.30 feet, and a chord bearing North 80°-54'-10" East, 103.99 feet to a point;
- COURSE NO. 17: Thence **South 35°-08'-16" East, 36.44 feet** to a point;
- COURSE NO. 18: Thence **southeasterly** along an arc of a curve to the left, having an arc length of **40.17 feet**, a central angle of 94°-50'-26", a radius of 24.27 feet, and a chord bearing South 77°-20'-00" East, 35.74 feet to a point;
- COURSE NO. 19: Thence **North 51°-06'-37" East, 96.98 feet** to a point;
- COURSE NO. 20: Thence **North 12°-04'-04" West, 105.85 feet** to a point;
- COURSE NO. 21: Thence **North 00°-05'-56" West, 15.68 feet** to a point;
- COURSE NO. 22: Thence **North 89°-13'-51" East, 24.35 feet** to the True Place of Beginning and containing **0.6173 acres** of land, more or less, as determined in April 2019 by Adam D. Treat, P.S. 8058 for **Environmental Design Group** under project number 11-60239-040 and being subject to all legal highways, easements and restrictions of record.

Adam D. Treat

ADAM D. TREAT

Ohio Registered Professional Surveyor No. 8058



The community impact people.

028-19B-07-086
BOARD OF EDUCATION OF
THE MEDINA CITY SCHOOL DISTRICT
CITY LOT 9073

028-19B-11-101
CITY OF MEDINA
CITY LOT 496

EASEMENT AREA
= 0.6173 ACRES

MATCHLINE

P.O.B.

EAST REAGAN
PARKWAY
P.O.C.

CITY LOT 9073

CITY LOT 496

S35°05'12"W
140.00'

S55°27'29"W
207.194'

S90°13'51"W
264.97'

MATCHLINE



GRAPHIC SCALE IN FEET

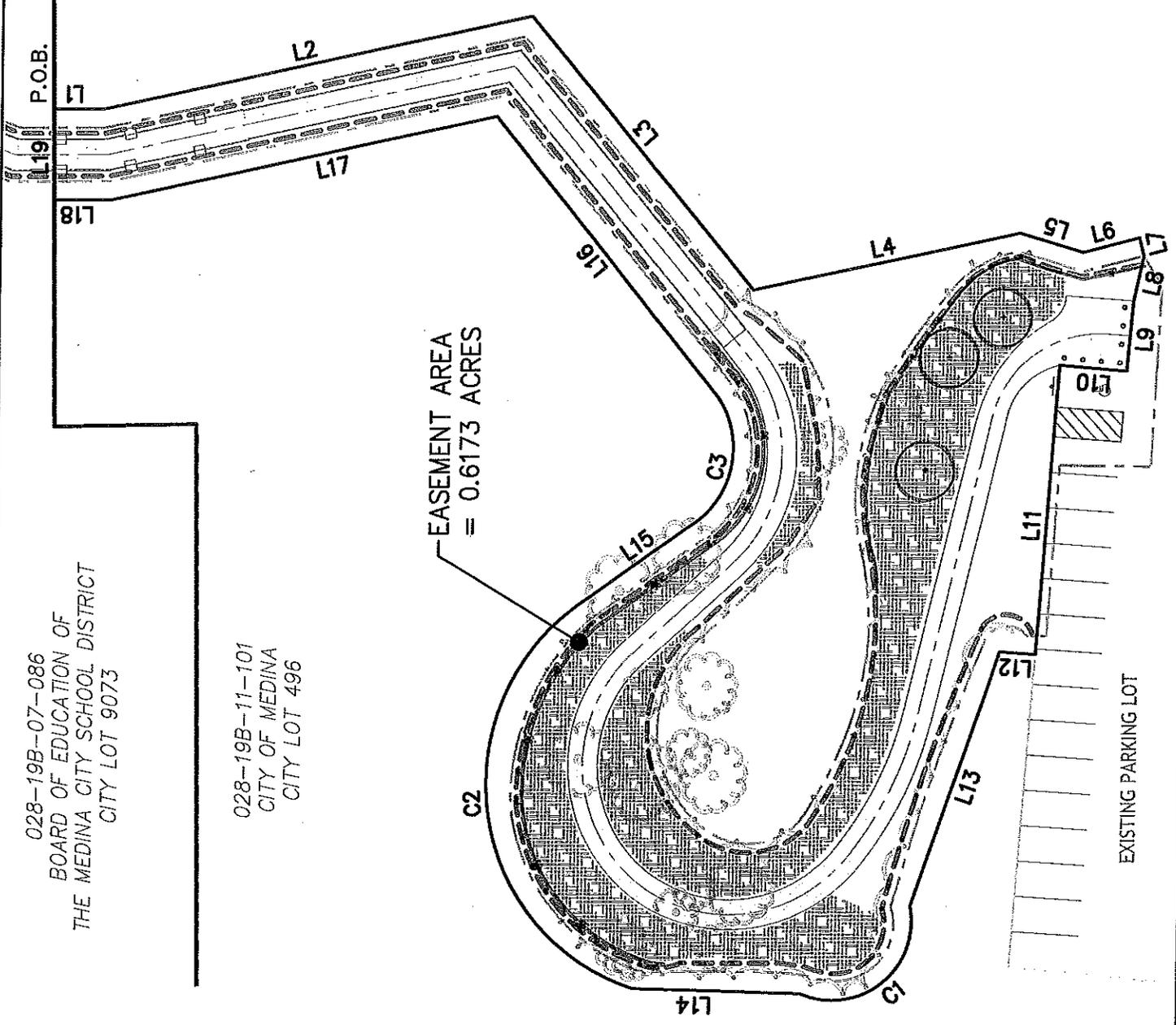
PREPARED BY:



**Environmental
Design Group**

AKRON / CLEVELAND / COLUMBUS
HQ 450 GRANT ST., AKRON, OH 44311
P. 330.375.1390 / TF. 800.835.1350
W. ENVDESIGNGROUP.COM

EASEMENT 1 of 2





GRAPHIC SCALE IN FEET

LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.41	S00° 05' 56"E
L2	118.12	S12° 04' 04"E
L3	95.48	S50° 29' 16"W
L4	73.59	S11° 53' 20"E
L5	17.63	S17° 10' 42"W
L6	15.54	S14° 21' 38"E
L7	5.00	S75° 38' 22"W
L8	12.35	N77° 40' 47"W
L9	18.86	N84° 57' 59"W
L10	17.94	N05° 06' 23"E
L11	77.74	N85° 50' 19"W
L12	9.86	N04° 09' 41"E
L13	72.06	N71° 07' 44"W
L14	45.69	N01° 47' 57"E
L15	36.44	S35° 08' 16"E
L16	96.98	N51° 06' 37"E
L17	105.85	N12° 04' 04"W
L18	15.68	N00° 05' 56"W
L19	24.35	N89° 13' 51"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	46.02	20.87	126°20'16"	N38° 53' 55"W	37.25
C2	128.44	58.30	126°13'53"	N80° 54' 10"E	103.99
C3	40.17	24.27	094°50'26"	S77° 20' 00"E	35.74

PREPARED BY:



**Environmental
Design Group**

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 HQ 450 GRANT ST., AKRON, OH 44311
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 W ENVDESIGNGROUP.COM

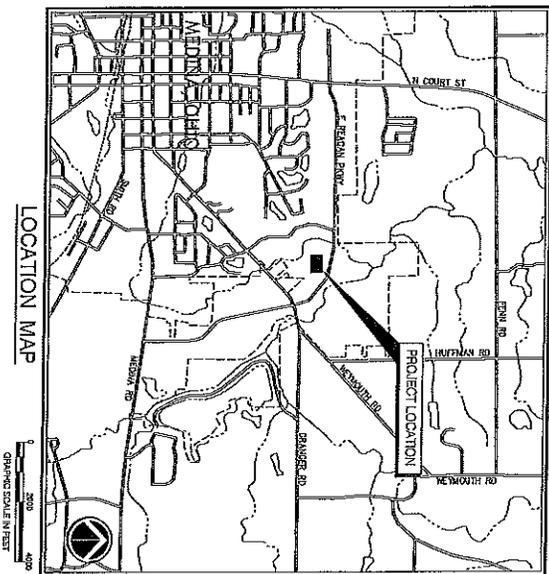
MEDINA CITY SCHOOL DISTRICT ELIZA NORTHROP TRAIL CONNECTOR

MEDINA COUNTY, OHIO
ISSUED: 05-13-2019

SITE PLAN LEGEND

- CENTER LINE CONSTRUCTION, BASELINE
- RIGHT OF WAY
- IRON PIPE
- MANHOLE BOX
- SIGN
- TREE OR SHRUB LINE
- EXISTING TREES TO BE PROTECTED
- EXISTING TREES TO BE REMOVED
- PROPOSED TREE
- EXISTING WETLAND TO BE PROTECTED
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- BOARDWALK ELEVATION
- EXISTING GRADE ELEVATION
- PROJECT LIMITS
- TREE PROTECTION
- SILT FENCE
- EROSION CONTROL MATTING

2019 SPECIFICATIONS
THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY, LATEST EDITION, AND ANY AMENDMENTS LISTED IN THESE PLANS AND DOCUMENTS SHALL GOVERN THIS PROJECT. THE APPROVAL AND APPROVED FOR THESE PLANS BY THE CITY ENGINEER AND/OR FOR ENGINEER SHALL BE CONSIDERED TO MEAN THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.



INDEX OF DRAWINGS	
TITLE SHEET	1
GENERAL NOTES & SPECIFICATIONS	2
TRAIL & BOARDWALK LAYOUT	3
SITE GRADING & STORMWATER POLLUTION PREVENTION PLAN	4
CONSTRUCTION DETAILS	5
CONSTRUCTION DETAILS	6

APPROVALS:	
MEDINA CITY SCHOOL DISTRICT	_____
DIRECTOR OF BUSINESS AFFAIRS	_____
Date	_____

PLANS PREPARED AND RECOMMENDED BY:

Environmental Design Group
AERON / CHEVILAND / COLUPUIS
4655 GRANITE BLVD., AERON, OH 44201
W. RINDERS@ENVIRONMENTALDESIGNGROUP.COM

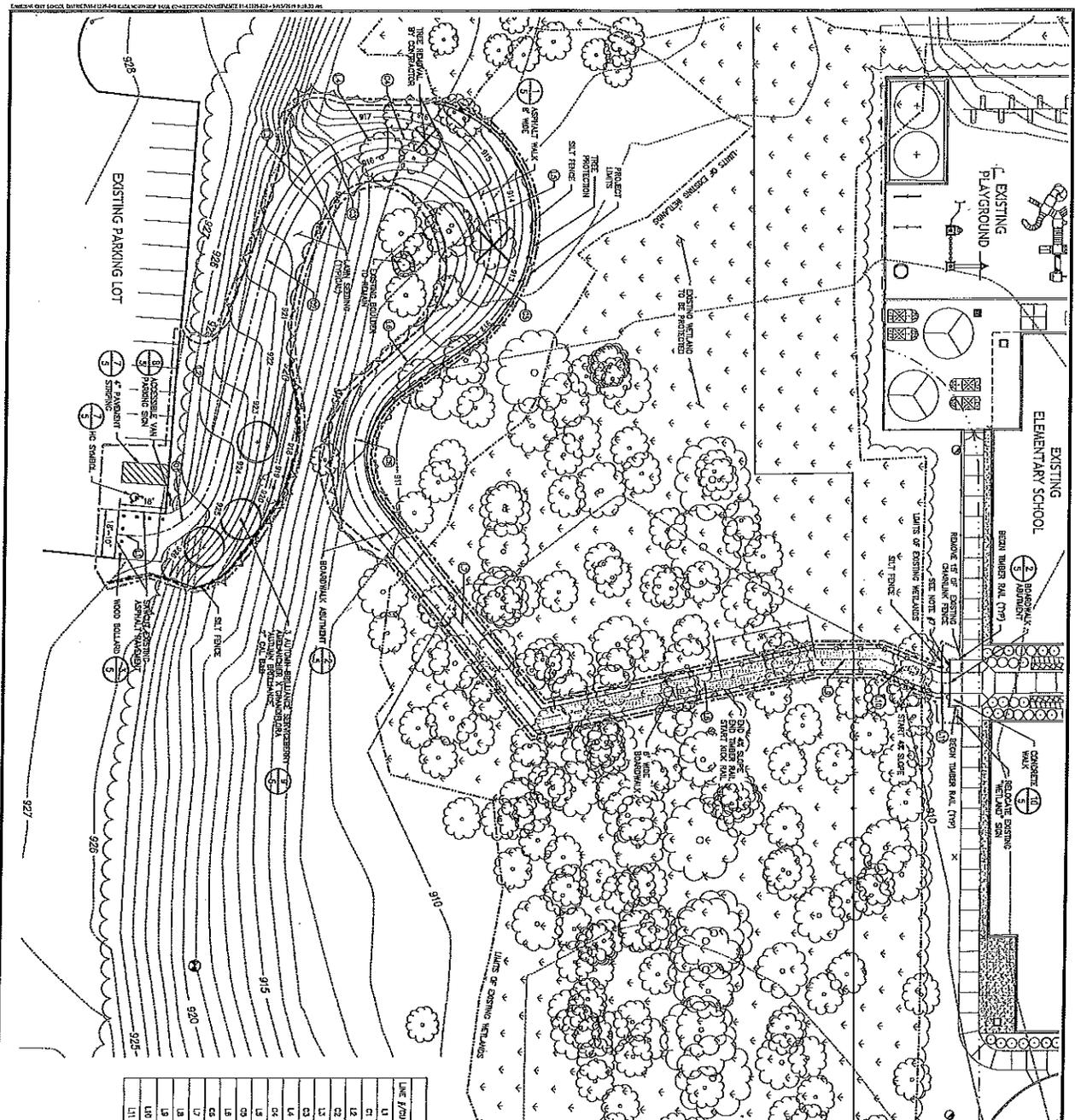
pta engineering
2735 Springdale Dr., Suite 300
Akron, Ohio 44333
Phone: 330-666-5702
Phone: 330-666-5702
perry@ptaeng.com

REVISED: _____

SET NO. _____



PROJ. NUMBER: 11-60239-010	TITLE SHEET	SHEET
DESIGNED BY: TJA		1 OF 7
DRAWN BY: SIE		
FILE NO.: SITE 11-60239-020.dwg		



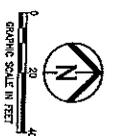
LAYOUT & DEMOLITION NOTES

1. REMOVE ANY EXISTING UTILITY LINES AND RELOCATE TO PROTECT THE GENERAL PUBLIC SITE EXISTING TO REMAIN, AND ADJACENT PROPERTY FROM DAMAGE BY REMOVAL TRANSPORTING THE COURSE OF THE WORK.
2. PROTECT ALL TREES NOT SPECIFICALLY DESIGNATED FOR REMOVAL.
3. OBTAIN FIELD APPROVAL FROM THE OWNERS REPRESENTATIVE PRIOR TO ANY TREE REMOVAL.
4. SHALL CONTINUE TO BE IN CHARGE IN THE FIELD AND THE STUDENT SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO TREE REMOVAL. THE LAYOUT SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO TREE REMOVAL. THE LAYOUT SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO TREE REMOVAL. THE LAYOUT SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO TREE REMOVAL.
5. TREES THAT ARE NOT SPECIFICALLY DESIGNATED FOR REMOVAL SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.
6. TREES THAT ARE NOT SPECIFICALLY DESIGNATED FOR REMOVAL SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.
7. REMOVAL OF TREES OR SHED BRANCHES - BRANCHES OR TREES OR SHRUBS WHICH ARE TO BE REMOVED SHALL BE CUT AT A CLEAN POINT TO LEAVE THE TRUNK UPRIGHT AND STABLE. THE TRUNK SHALL BE CUT AT A CLEAN POINT TO LEAVE THE TRUNK UPRIGHT AND STABLE. THE TRUNK SHALL BE CUT AT A CLEAN POINT TO LEAVE THE TRUNK UPRIGHT AND STABLE.
8. CONSTRUCTION SHALL PROTECT EXISTING VEGETATION AND EXISTING UNDERGROUND UTILITIES. CONSTRUCTION SHALL PROTECT EXISTING VEGETATION AND EXISTING UNDERGROUND UTILITIES. CONSTRUCTION SHALL PROTECT EXISTING VEGETATION AND EXISTING UNDERGROUND UTILITIES.
9. ALL SITE CLEARANCE NOTES (I.E. TREES, SHRUBS, BUSHES, AND SOIL) SHOULD BE DEPOSED OF PER LOCAL CODES & ORDINANCES.
10. CONCRETE WALL SHALL HAVE A THICKNESS AS SHOWN IN DETAIL, 10" IS ON BOTH SIDES OF ROADWAY ADJACENT.

PLANTING NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING AND PREPARATION TOOLS IN LAIN AREAS. CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING AND PREPARATION TOOLS IN LAIN AREAS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND PLACING SHEDDING HARDWARE BARK MULCH. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND PLACING SHEDDING HARDWARE BARK MULCH.
3. ALL AREAS SHOWN BY CONSTRUCTION SHALL BE SAVED AS SHOWN ON SHEET 2 OF 6.
4. REFER TO PLANTING DETAILS ON SHEET 2 OF 6.
5. REFER TO GRADING PLAN FOR INFORMATION RELATIVE TO THE PROTECTION OF EXISTING TREES.

LINE #/SECTION #	LENGTH	DIRECTION/DATA	BEARS	SECTION START NORTING	SECTION START EASTING
L1	5.619	N07°01'15.97"E	30.000	549280.87	214927.23
L2	42.850	091.332	30.000	549280.87	214927.23
L3	81.317	N57°02'32.47"W	30.000	549280.87	214927.23
L4	21.262	021.719	10.000	549280.87	214927.23
L5	2.775	N57°02'32.47"W	10.000	549280.87	214927.23
L6	20.817	042.832	40.000	549280.87	214927.23
L7	0.335	N17°01'04.97"W	40.000	549280.87	214927.23
L8	0.335	N07°01'04.97"E	40.000	549280.87	214927.23
L9	42.850	N07°01'04.97"E	40.000	549280.87	214927.23
L10	42.850	091.332	30.000	549280.87	214927.23
L11	35.959	S47°57'11.97"E	30.000	549280.87	214927.23
L12	60.838	098.877	40.000	549280.87	214927.23
L13	120.118	N07°29'18.47"E	30.000	549280.87	214927.23
L14	112.000	N07°01'04.97"W	30.000	549280.87	214927.23
L15	24.998	N07°01'04.97"W	30.000	549280.87	214927.23
L16	24.998	N07°01'04.97"E	30.000	549280.87	214927.23
L17	42.877	N07°01'04.97"W	30.000	549280.87	214927.23
L18	42.877	N07°01'04.97"E	30.000	549280.87	214927.23



Environmental Design Group
4400 W. CENTURY BLVD. SUITE 200
DENVER, CO 80231

pta
2775 S. UNIVERSITY BLVD. SUITE 100
DENVER, CO 80231

Challenger
11400 S. UNIVERSITY BLVD. SUITE 200
DENVER, CO 80231

ELIZA NORTHROP TRAIL CONNECTOR
MEDINA CITY SCHOOL DISTRICT

NOT FOR CONSTRUCTION

TRAIL & BROADWALK LAYOUT PLAN

3 OF 6

OK
for Hanwell
6-4-19

REQUEST FOR COUNCIL ACTION

No. PCA 19-107-6/10

FROM: Jansen Wehrley *SW*

Committee: Finance

DATE: June 4, 2019

SUBJECT: Medina City Schools- Reagan Park/Eliza Northrop Connector Trail Agreement

SUMMARY AND BACKGROUND:

The parks department respectfully request Council to authorize Mayor Hanwell to enter into a Declaration of Mutual Easements and Cooperation Agreement with the Board of Education of the Medina City School District. This agreement is for allowing the construction of a connector trail from Reagan Park to Eliza Northrop Elementary School across city property.

The parks department supports this project because it will improve access to school facilities and expand recreational opportunities for students.

Estimated Cost: \$0

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: YES

Reason: MCS would like to bid this project as soon as possible with anticipated construction fall 2019.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

**DECLARATION OF MUTUAL EASEMENTS
AND COOPERATION AGREEMENT**

This Declaration of Mutual Easements and Cooperation Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2019, by and between the **Board of Education of the Medina City School District**, a City School District and political subdivision of the State of Ohio ("School"), and the **City of Medina**, Medina County, Ohio, a political subdivision of the State of Ohio ("City") (individually a "Party" and collectively the "Parties").

RECITALS

A. City is the owner of approximately 182.77 acres of real property located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-11-101 (the "City Property"). The City Property is more fully described in Exhibit A, attached hereto and incorporated herein by reference. The City Property is part of Reagan Park.

B. The School is the owner of approximately 7.4516 acres of real property which is located in the City of Medina, County of Medina and State of Ohio and known as Permanent Parcel Number 028-19B-07-086 (the "School Property"). The School Property is more fully described in Exhibit B, attached hereto and incorporated herein by reference. Eliza Northrop Elementary School is located on the School Property.

C. City has agreed to convey an easement across a portion of the City Property to School. This easement shall be used for School's construction and ongoing use of a connector trail between the existing parking lot at Eliza Northrop Elementary School and a parking lot at Reagan Park, for the mutual benefit of the Parties. The Parties further wish to convey mutual easements to each other for the use of the parking lots on their respective properties, which will be connected by the trail.

D. The easement area is depicted in a survey prepared by Environmental Design Group which is attached hereto at Exhibit C and incorporated herein by reference (the "Easement Area"). The easement area shall encompass 0.6173 acres and is more fully described in Exhibit

D, attached hereto and incorporated herein by reference (the "Easement Area").

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

1. **The Connector Trail**

- A. Installation of Connector Trail. School, at its sole expense, shall install a trail for the purpose of pedestrian ingress and egress in the Easement Area ("the Connector Trail") between the parking lot on the City Property which is identified on Exhibit C and the parking lot on the School Property. The materials used for the Connector Trail, the timeline for construction of the Connector Trail, and the precise location of the Connector Trail within the Easement Area shall be agreed to by the Parties before the commencement of construction.
- B. Grant of Easement. City hereby grants a permanent, non-exclusive easement upon, across and over the Easement Area to School, and its tenants, licensees, and invitees for the purposes stated herein. The Parties, their tenants, licensees, and invitees, shall each have the right to use and enjoy the Easement Area, including the Connector Trail, for the purpose of pedestrian ingress and egress to and from the School Property and the City Property. This Connector Trail easement shall also include the right to make all necessary repairs, maintenance and replacement of the Connector Trail.
- C. Maintenance. All maintenance (including snow removal), repair, and replacement of the Connector Trail, shall be performed by School at its sole expense, unless it is determined that the maintenance, repair, or replacement is due to the negligence of City, its tenants, licensees or invitees. In such event, the maintenance, repair, or replacement shall be at City's expense. The Connector Trail shall at all times be kept and maintained in a good condition and state of repair.

2. **Parking Lots**

- A. Grant of Parking Easement. School grants to City a permanent, non-exclusive easement upon, across and over the parking lot located on the School Property for the limited purpose of allowing the City's park patrons, who wish to utilize the Connector Trail, to park vehicles in or otherwise traverse across the School's parking lot.

City grants to School, its tenants, licensees, or invitees, a permanent, non-exclusive easement upon, across and over the parking lot located on the City Property. The purpose of this easement is to allow School to access the City

parking lot in order to perform any needed maintenance, repairs, or replacements in the Easement Area and to provide additional vehicular parking for School's use.

The parking lot owned by City shall be subject to reasonable regulation and control by City. City may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as City, in its sole discretion, deems appropriate. City shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by City.

Similarly, the parking lot owned by School shall be subject to reasonable regulation and control by School. School may enforce any rules and regulations it may adopt regarding its parking lot by levying fines, having vehicles towed away, or by taking such other actions as School, in its sole discretion, deems appropriate. School shall be solely liable for all maintenance (including snow removal), repair, and replacement of the parking lot owned by School.

3. Termination of Easements

Notwithstanding anything to the contrary herein, if either School or City transfers, sells, or conveys their respective properties, or any part of their respective properties, to a third party, the non-transferring party shall have the option of unilaterally terminating this Easement. If the non-transferring party elects to terminate this Easement, it shall record a "Notice of Termination of Easement" and provide a copy of the notice to the other party. This Agreement may also be terminated by the recording of a release, executed by the Parties.

4. Insurance

Each Party benefitting from the easements granted by this Agreement shall ensure that they maintain adequate policies of insurance on their respective properties that contain a provision protecting the insured from any and all liability resulting from the use of the easements granted by this Agreement by that Party, its licensees, invitees or agents.

5. Successors and Assigns

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors and assigns.

[Signature Page to Follow]

Executed by the Board of Education of the Medina City School District, by Ron Ross, its President on _____, 2019.

Board of Education of the

Medina City School District

By: Ron Ross

Its: President

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Ron Ross, President of the Board of Education of the Medina City School District.

Notary Public

Executed by the City of Medina, by Dennis Hanwell, its Mayor on _____, 2019.

City of Medina

By: _____

Dennis Hanwell
Its: Mayor

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this 4th day of March, 2008, by Dennis Hanwell, Mayor of the City of Medina.

Notary Public

This instrument prepared by:
Monica E. Russell, Esq.
Critchfield, Critchfield & Johnston, Ltd.
4996 Foote Road
Medina, Ohio 44256



April 19, 2019

ACCESS EASEMENT TO MEDINA CITY SCHOOLS
LEGAL DESCRIPTION
0.6173 ACRE EASEMENT

Situated in the City of Medina, County of Medina and State of Ohio, known as being part of Medina City Lot No. 496 and being part of the lands conveyed to the City of Medina by deed in Deed Volume 358, Page 495 of Medina County Records, said parcel being more fully described as follows:

Beginning at an easterly corner of Medina City Lot No. 9073 as shown in Plat Document Number 2008PL000013 and on the southwesterly right-of-way line of East Reagan Parkway (R/W width varies) as dedicated in Plat Document Number 1998PL000012 of Medina County Records;

Thence South 35°-05'-12" West, 140.00 feet along a southeasterly line of said City Lot 9073; thence South 55°-27'-29" West, 207.94 feet along a southeasterly line of said City Lot 9073; thence South 89°-13'-51" West, 264.97 feet along a southerly line of said City Lot 9073, said point also being the TRUE PLACE OF BEGINNING for the easement area herein described;

- COURSE NO. 1:** Thence **South 00°-05'-56" East, 13.41 feet** to a point;
- COURSE NO. 2:** Thence **South 12°-04'-04" East, 118.12 feet** to a point;
- COURSE NO. 3:** Thence **South 50°-29'-16" West, 95.48 feet** to a point;
- COURSE NO. 4:** Thence **South 11°-53'-20" East, 73.59 feet** to a point;
- COURSE NO. 5:** Thence **South 17°-10'-42" West, 17.63 feet** to a point;
- COURSE NO. 6:** Thence **South 14°-21'-38" East, 15.54 feet** to a point;
- COURSE NO. 7:** Thence **South 75°-38'-22" West, 5.00 feet** to a point;
- COURSE NO. 8:** Thence **North 77°-40'-47" West, 12.35 feet** to a point;
- COURSE NO. 9:** Thence **North 84°-57'-59" West, 18.86 feet** to a point;
- COURSE NO. 10:** Thence **North 05°-06'-23" East, 17.94 feet** to a point;
- COURSE NO. 11:** Thence **North 85°-50'-19" West, 77.74 feet** to a point;

The community impact people.

Page 1 of 2

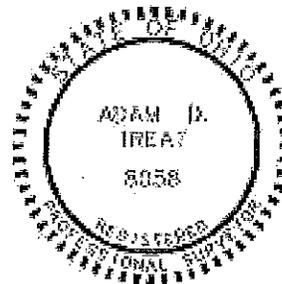


April 19, 2019

ACCESS EASEMENT TO MEDINA CITY SCHOOLS
LEGAL DESCRIPTION
0.6173 ACRE EASEMENT

- COURSE NO. 12: Thence **North 04°-09'-41" East, 9.86 feet** to a point;
- COURSE NO. 13: Thence **North 71°-07'-44" West, 72.06 feet** to a point;
- COURSE NO. 14: Thence **northwesterly** along an arc of a curve to the right, having an arc length of **46.02 feet**, a central angle of **126°-20'-16"**, a radius of **20.87 feet**, and a chord bearing **North 38°-53'-55" West, 37.25 feet** to a point;
- COURSE NO. 15: Thence **North 01°-47'-57" East, 45.69 feet** to a point;
- COURSE NO. 16: Thence **northeasterly** along an arc of a curve to the right, having an arc length of **128.44 feet**, a central angle of **126°-13'-53"**, a radius of **58.30 feet**, and a chord bearing **North 80°-54'-10" East, 103.99 feet** to a point;
- COURSE NO. 17: Thence **South 35°-08'-16" East, 36.44 feet** to a point;
- COURSE NO. 18: Thence **southeasterly** along an arc of a curve to the left, having an arc length of **40.17 feet**, a central angle of **94°-50'-26"**, a radius of **24.27 feet**, and a chord bearing **South 77°-20'-00" East, 35.74 feet** to a point;
- COURSE NO. 19: Thence **North 51°-06'-37" East, 96.98 feet** to a point;
- COURSE NO. 20: Thence **North 12°-04'-04" West, 105.85 feet** to a point;
- COURSE NO. 21: Thence **North 00°-05'-56" West, 15.68 feet** to a point;
- COURSE NO. 22: Thence **North 89°-13'-51" East, 24.35 feet** to the True Place of Beginning and containing **0.6173 acres** of land, more or less, as determined in April 2019 by Adam D. Treat, P.S. 8058 for **Environmental Design Group** under project number 11-60239-040 and being subject to all legal highways, easements and restrictions of record.

ADAM D. TREAT Ohio Registered Professional Surveyor No. 8058



The community impact people.

028-19B-07-086
BOARD OF EDUCATION OF
THE MEDINA CITY SCHOOL DISTRICT
CITY LOT 9073

028-19B-11-101
CITY OF MEDINA
CITY LOT 496

EASEMENT AREA
= 0.6173 ACRES

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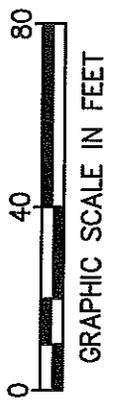
CITY LOT 9073

CITY LOT 496

S35°05'12"W
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S65°27'29"W
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S90°13'51"W
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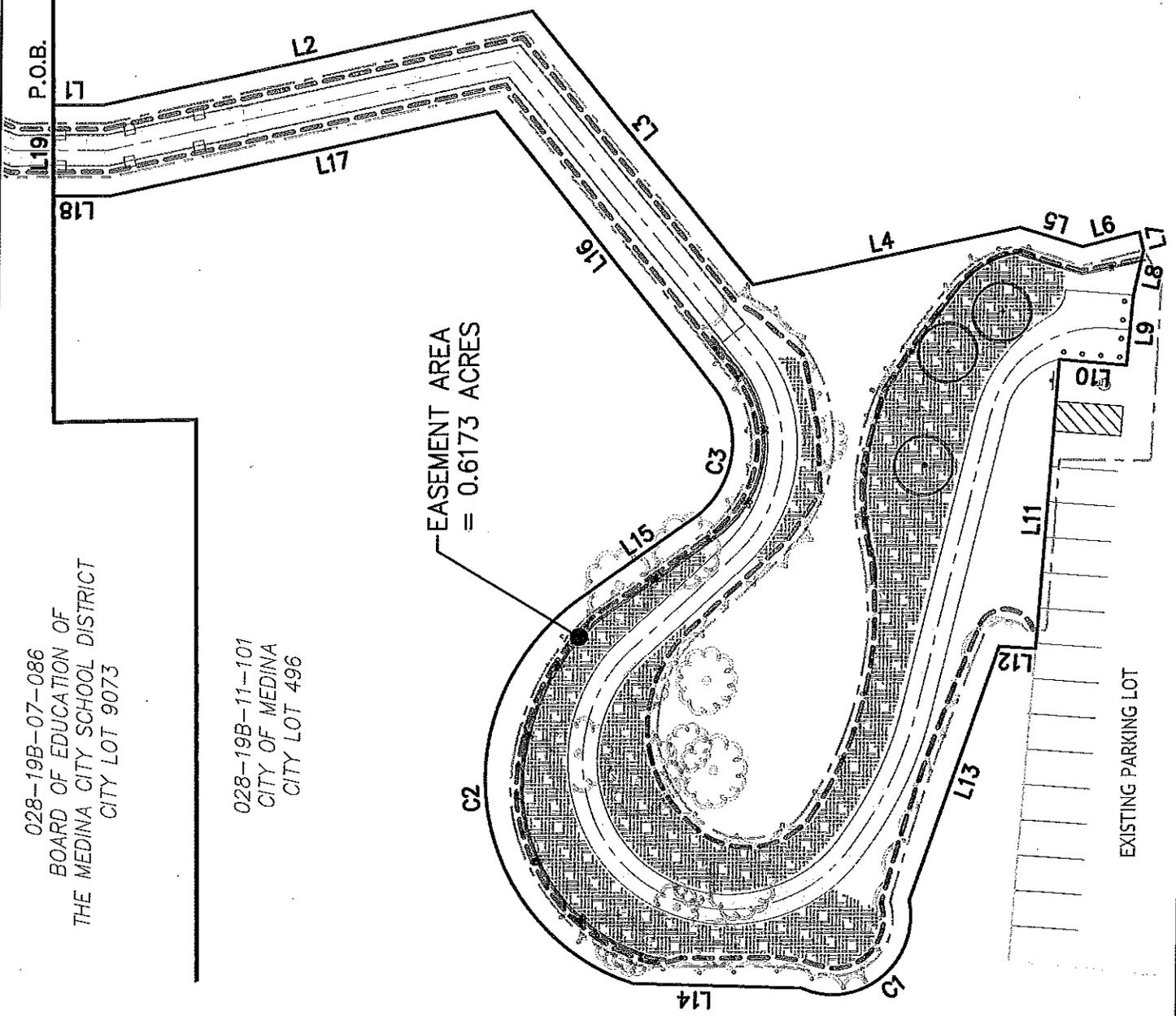


PREPARED BY:



AKRON / CLEVELAND / COLUMBUS
PO 450 GRANT ST., AKRON, OH 44321
W 530.575.1390 / TF. 800.835.1390
W ENVDESIGNGROUP.COM

EASEMENT 1 of 2





GRAPHIC SCALE IN FEET

LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.41	S00° 05' 56"E
L2	118.12	S12° 04' 04"E
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L5	17.63	S17° 10' 42"W
L6	15.54	S14° 21' 38"E
L7	5.00	S75° 38' 22"W
L8	12.35	N77° 40' 47"W
L9	18.86	N84° 57' 59"W
L10	17.94	N05° 06' 23"E
L11	77.74	N85° 50' 19"W
L12	9.86	N04° 09' 41"E
L13	72.06	N71° 07' 44"W
L14	45.69	N01° 47' 57"E
L15	36.44	S35° 08' 16"E
L16	96.98	N51° 06' 37"E
L17	105.85	N12° 04' 04"W
L18	15.68	N00° 05' 56"W
L19	24.35	N89° 13' 51"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	46.02	20.87	126°20'16"	N38° 53' 55"W 37.25
C2	128.44	58.30	126°13'53"	N80° 54' 10"E 103.99
C3	40.17	24.27	094°50'26"	S77° 20' 00"E 35.74

PREPARED BY:



**Environmental
Design Group**

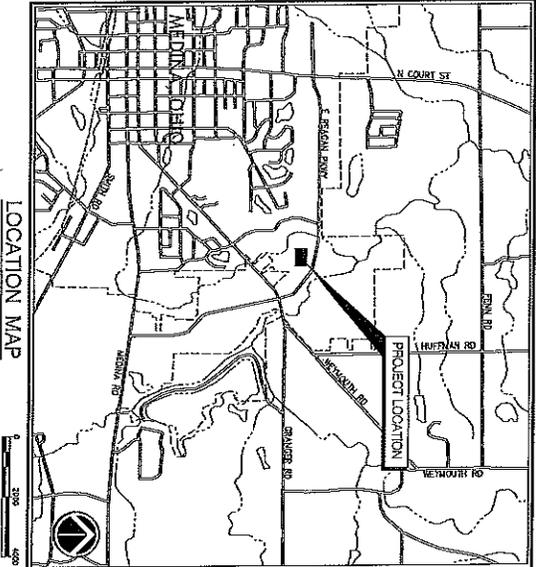
AKRON / CLEVELAND / COLUMBUS
 HQ 450 GRANT ST., AKRON, OH 44311
 P. 330.375.1390 / TF 800.835.1390
 W ENVDESIGNGROUP.COM

MEDINA CITY SCHOOL DISTRICT ELIZA NORTHROP TRAIL CONNECTOR

MEDINA COUNTY, OHIO
ISSUED: 05-13-2019

SITE PLAN LEGEND

-  CENTER LINE CONSTRUCTION BASELINE
-  RIGHT OF WAY
-  IRON PIPE
-  MANHOLE
-  SIGN
-  TREE ON SHRUB LINE
-  EXISTING TREES TO BE PROTECTED
-  EXISTING TREE TO BE REMOVED
-  PROPOSED TREE
-  EXISTING WETLAND TO BE PROTECTED
-  EXISTING CONTOUR
-  PROPOSED CONTOUR
-  PROPOSED SPOT ELEVATION
-  BOARDWALK ELEVATION
-  EXISTING GRADE ELEVATION
-  PROJECT LIMITS
-  TREE PROTECTION
-  SALT FENCE
-  EROSION CONTROL MATTING



2019 SPECIFICATIONS
THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY IMPROVEMENT, FOR PURPOSES OF THIS PLAN, REFERENCED TO DIRECTOR HIS RESOLUTIONS SHALL BE CONSIDERED TO MEAN THE CITY ENGINEER AND/OR HIS RESOLUTIONS.



INDEX OF DRAWINGS	
TITLE SHEET	1
GENERAL NOTES & SPECIFICATIONS	2
TRAIL & BOARDWALK LAYOUT	3
SITE GRADING & STORMWATER POLLUTION PREVENTION PLAN	4
CONSTRUCTION DETAILS	5
CONSTRUCTION DETAILS	6

APPROVALS:
MEDINA CITY SCHOOL DISTRICT

DIRECTOR OF BUSINESS AFFAIRS

Date

PLANS PREPARED AND RECOMMENDED BY:



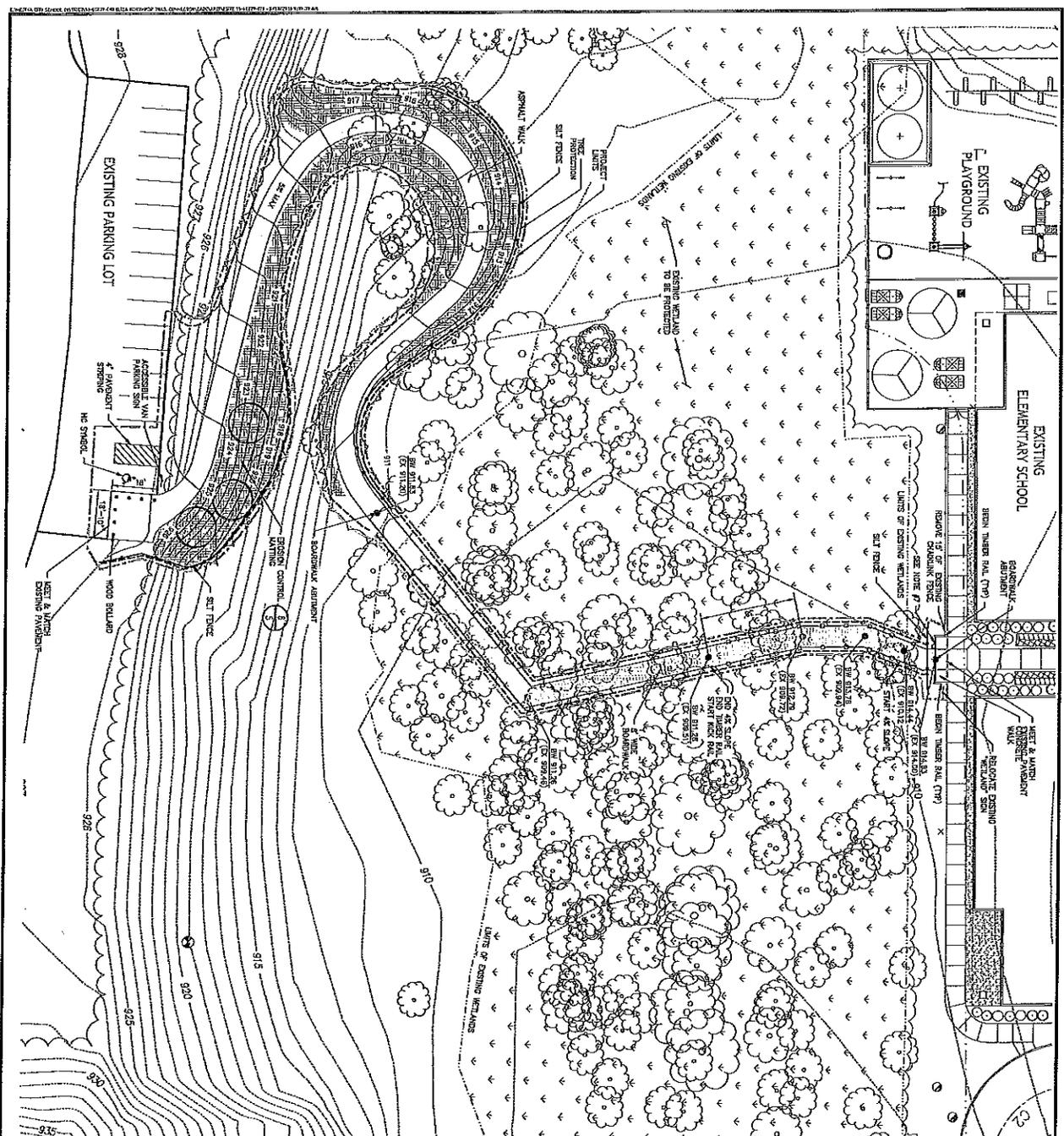
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W ENVIRONMENTALDESIGN.COM



275 Springdale Dr., Suite 300
Medina, OH 44028
Phone 330-666-5701
pta@springfieldinc.com

PROJECT NUMBER	11-8223-040	TITLE SHEET	1 OF 7
DESIGNED BY	TLM		
DRAWN BY	SVC		
FILE NO.	ZSRE 11-8223-026-046		

SET NO. _____



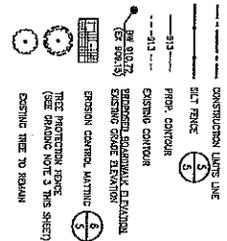
GRADING NOTES

1. MAJOR DITCHES AND POSTING SIGNS FOR ALL REPAIRED SURFACES.
2. OWNER'S REPRESENTATIVE TO APPROVE REPAIR GRADING PRIOR TO FINISH-GROUND UNDERCUTS.
3. OWNER'S REPRESENTATIVE TO APPROVE REPAIR GRADING PRIOR TO FINISH-GROUND UNDERCUTS.
4. SEE SHEET 5 OF 7 FOR STORMWATER POLLUTION PREVENTION PLAN DETAILS.
5. CONSTRUCTION WELLS AND TRENCHES MAY APPEAR ONLY ON THE DRAWINGS, BUT APPLY TO ALL SULLAGE CONDITIONS.
6. EXISTING CONDITIONS ARE BASED ON A SURVEY PROVIDED BY OWNER & CONTRACTOR. ALL EXISTING CONDITIONS AND CONDITIONS HAVE BEEN VERIFIED BY A REGISTERED SURVEYOR. ALL EXISTING CONDITIONS AND CONDITIONS HAVE BEEN VERIFIED BY A REGISTERED SURVEYOR. ALL EXISTING CONDITIONS AND CONDITIONS HAVE BEEN VERIFIED BY A REGISTERED SURVEYOR.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING AND PROPOSED GRADES AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.

UTILITY NOTES

1. ALL UNDERGROUND STRUCTURES AND UTILITIES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES AND STRUCTURES.
2. EXISTING UTILITIES SHOWN ARE SHOWN AS GRADE.
3. REFER TO THIS SHEET FOR COORDINATION OF PROPOSED SITE GRADING AND SWPP.
4. CONSTRUCTION WELLS & TRENCHES MAY APPEAR ONLY ON THE DRAWING, BUT APPLY TO ALL SULLAGE CONDITIONS.
5. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING AND PROPOSED GRADES AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.

GRADING AND SWPP PLAN LEGEND



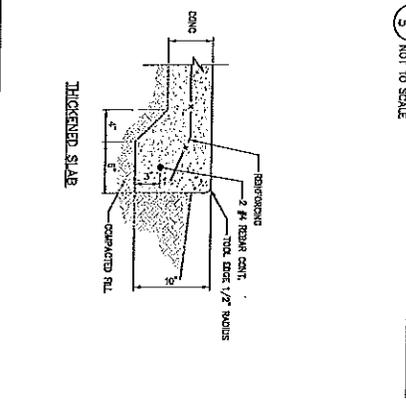
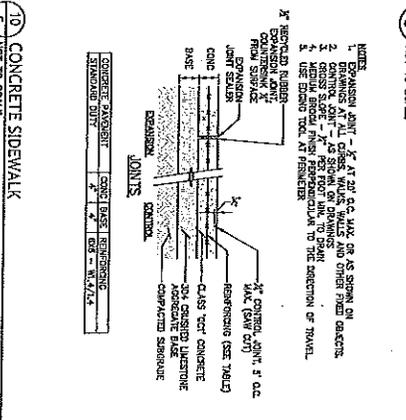
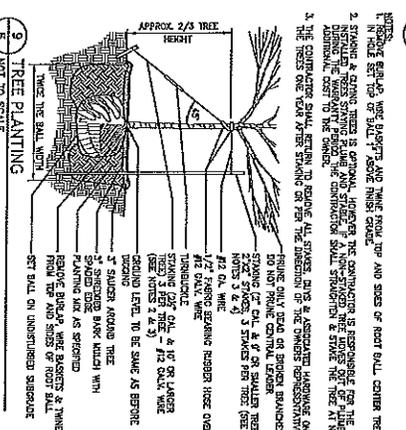
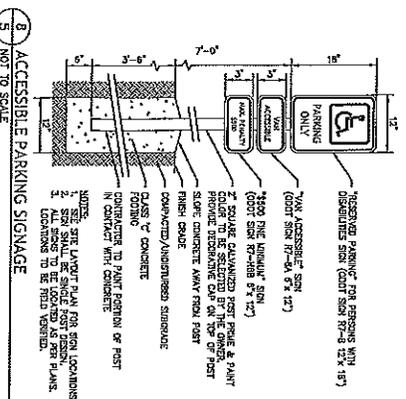
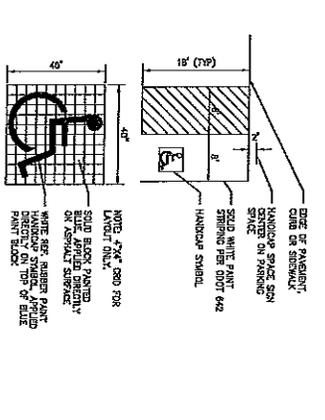
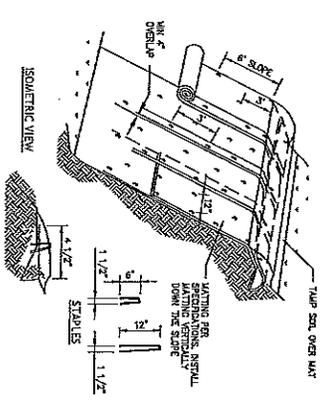
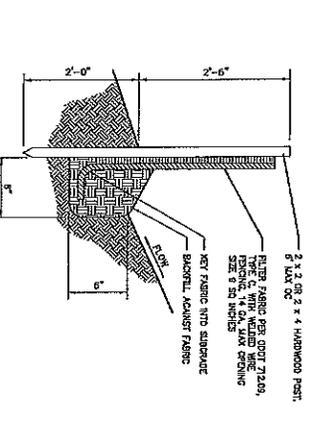
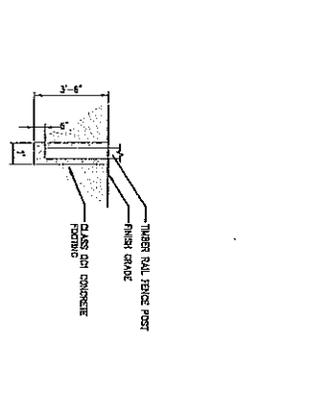
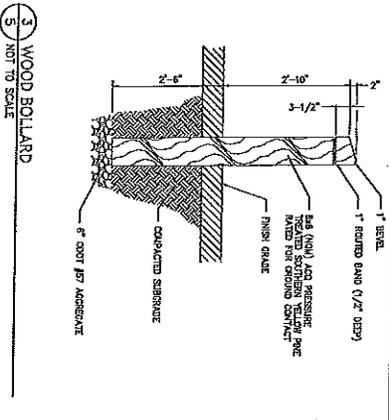
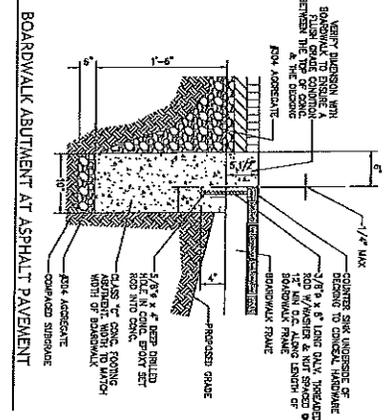
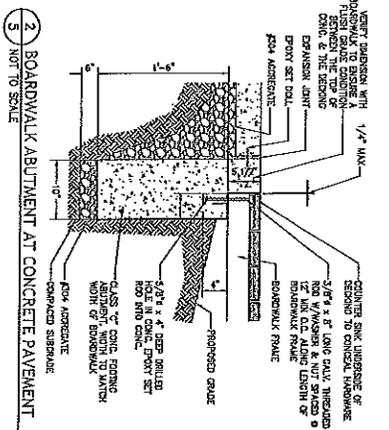
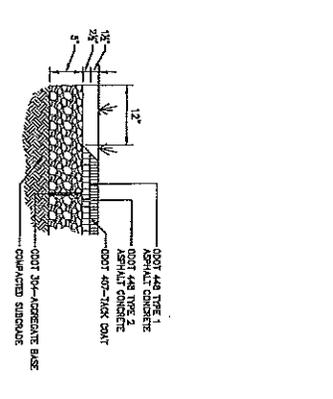
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www.rockledgepta.com



13
ACCESSIBLE PARKING SIGNAGE
NOT TO SCALE

14
THREE PLANTING
NOT TO SCALE

15
CONCRETE SIDEWALK
NOT TO SCALE

16
THICKENED SLAB
NOT TO SCALE

NOT FOR CONSTRUCTION

ELIZA NORTHROP TRAIL CONNECTOR
MEDINA CITY SCHOOL DISTRICT

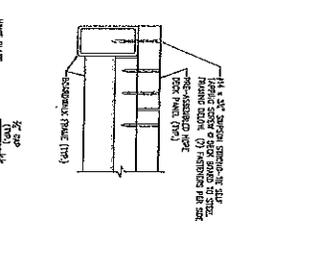
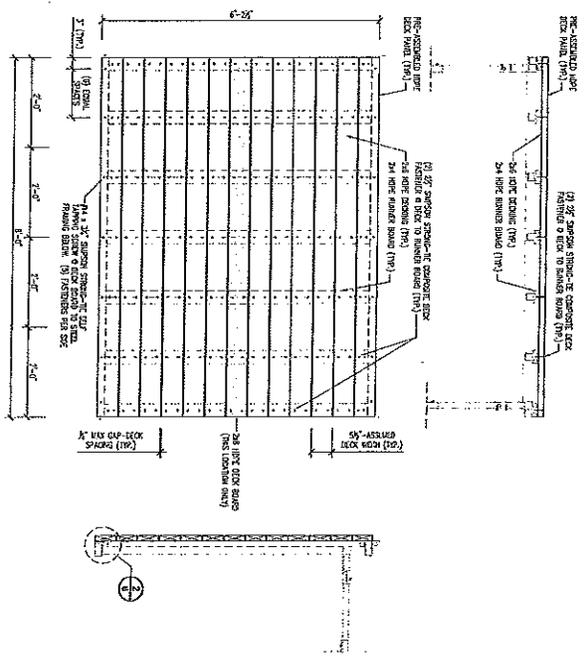
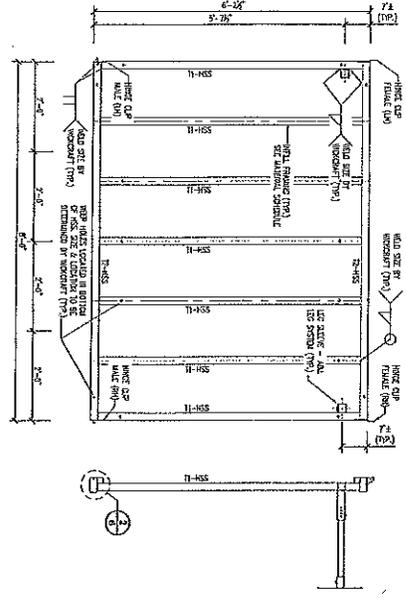
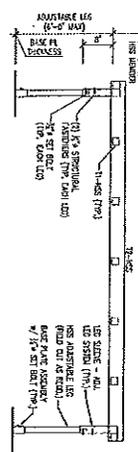
Environmental Design Group
2775 North Loop West, Suite 100
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713.865.1234
www.environmental-design.com

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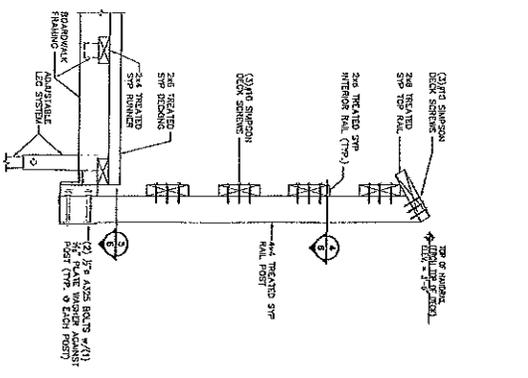
CONSTRUCTION DETAILS

5 OF 6

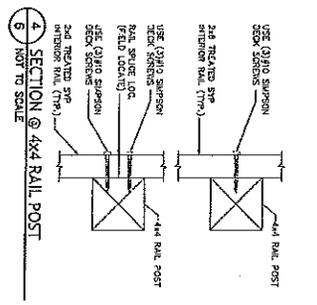


1 TYPICAL ADJUSTABLE LEG BOARDWALK
6 NOT TO SCALE

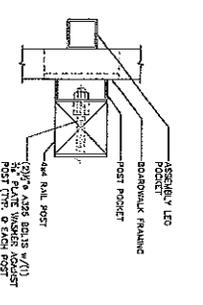
2 WALKWAY DETAILS
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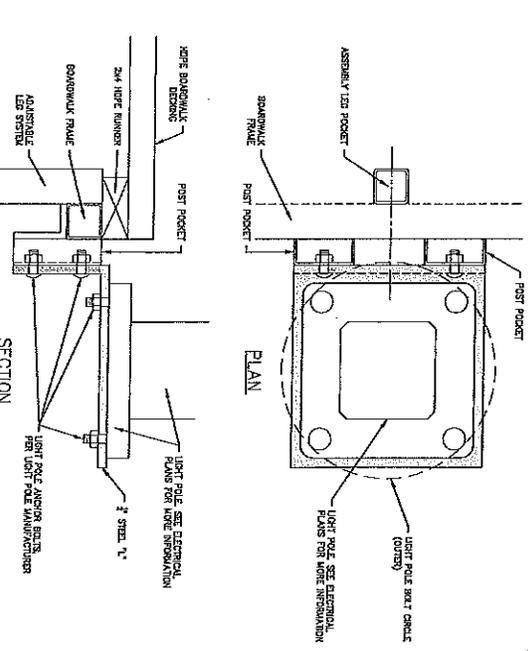
3 SECTION @ SAFETY RAIL
6 NOT TO SCALE



4 SECTION @ 4x4 RAIL POST
6 NOT TO SCALE



5 SECTION @ 4x4 RAIL POST
6 NOT TO SCALE



6 LIGHT POLE ATTACHMENT TO BOARDWALK POCKET (BASIS OF DESIGN)
6 NOT TO SCALE

NOTES:
1. CONTRACTOR SHALL COORDINATE WITH BOARDWALK MANUFACTURER TO DESIGN AN APPROVED BRACKET FOR BRACKET SHALL UTILIZE FAST POCKET ATTACHMENT METHOD. OTHER APPROVED METHOD AS DIRECTED BY BOARDWALK MANUFACTURER SHALL BE ACCEPTABLE. BRACKET SHALL BE ALIGNED WITH THE BOARDWALK FROM THE EXTERNAL FLANGE WITH THE BOARDWALK MANUFACTURER.
2. THE BRACKET DESIGN HERE IS A BASIS OF DESIGN AND CONTRACTOR SHALL DESIGN AND MANUFACTURE THE BRACKET DESIGN AND PROVIDE ENGINEERED STAMPED DRAWINGS FOR REVIEW AND APPROVAL.



ELIZA NORTHROP TRAIL
CONNECTOR
MEDINA CITY SCHOOL DISTRICT

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www.environmental-design.com

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B1 Construction
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Denver, CO 80232
303.751.1500
www.b1construction.com

NOT FOR CONSTRUCTION

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CONSTRUCTION DETAILS

6 OF 6

REQUEST FOR COUNCIL ACTION

No. RCA 19-108-6/10

FROM: Keith H. Dirham
DATE: Tuesday, June 4, 2019
SUBJECT: Income Tax Reallocation

Committee: Finance
(Discuss @ 6-12-19 Budget Hrg.)

SUMMARY AND BACKGROUND:

I respectfully request that Council consider the following proposal to reallocate the portion of the Income Tax that is at Council's discretion.

0.25% or 20% of the Income Tax (net of the costs of collection) is mandated by the voters to go to the Street/Storm/Utility Construction, Maintenance, and Repair Fund (#108). The allocation of the balance is up to Council. A history of Council's allocation of this portion from 2005 (just after the 1.25% rate went fully into effect) up through 2023 (when the MCRC debt will be paid off and that portion is slated to return to the General Fund) is attached.

Also attached is an email from ODOT and forwarded to me by City Engineer Patrick Patton. It appears that the increased Gas Tax will result in an increase of about \$500,000 per year to the Street Fund (#102). That is sufficient to put the healthcare costs for Street Department Employees back into the Street Fund (they had been in the 108 fund for a few years) AND eliminate the 1% allocation of income tax to the Street Fund.

My proposal is to put that 1% into the General Purpose Capital Fund (#301) and the Unanticipated Capital Necessities Fund (#389) for the next three years, then put half of it into the General Fund (#001) starting in 2023.

The Unanticipated Capital Necessities Fund:

My understanding has always been that this is not really a "rainy day" fund so much as a "tornado/fire/act of God" fund. I.e., that we would use the money in this fund to help pay the uninsured portion of a major loss. The City has insurance, but insurance covers the depreciated value of assets, not the replacement cost. For example, if you own a car that costs \$25,000 new but is 10 years old and currently worth \$5,000 and that car is totaled, your insurance will pay you \$5,000 not \$25,000. Similarly, for the City, if City Hall, the Court, the Garage, or some other major asset were destroyed insurance would pay the depreciated value, not the replacement cost. That difference could be substantial.

Way back in 2005 Council's intention was to build this fund up to about \$1,000,000. Once that was accomplished, no further allocations of Income Tax revenue were made to the fund. My proposal is that we adopt a sliding scale where the allocation to the fund decreases as the balance increases.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

City of Medina

Proposed allocation of the portion of Income Tax Revenue that is at Council's Discretion

Fund	Year		Year		Change	Year
	Current	Change	2020	2023		
001 General Fund	25.5%		25.5%	31.0%	5.5%	31.0%
102 Street M&R Fund	1.0%	-1.0%	0.0%	0.0%		0.0%
104 Recreation Fund	9.5%		9.5%	9.5%		9.5%
106 Police Fund	44.5%		44.5%	44.5%		44.5%
107 Fire Fund	7.0%		7.0%	7.0%		7.0%
301 General Purpose Capital Fund*	2.5%	1.0%	3.5%	3.0%	-0.5%	3.0%
307 Fire Capital Fund	1.5%		1.5%	1.5%		1.5%
388 Electronic Technology Capital Fund	1.5%		1.5%	1.5%		1.5%
389 Unanticipated Capital Necessities Fund*	0.0%		0.0%	0.0%		0.0%
547 Recreation Center Fund	7.0%		7.0%	2.0%	-5.0%	2.0%
Total	100.0%	0.0%	100.0%	100.0%	0.0%	100.0%

*I am proposing that the portion of Income Tax Revenue allocated to the General Purpose Capital Fund be allocated between that fund and the Unanticipated Capital Necessities Fund based on the cash balance in the Unanticipated Capital Necessities Fund as follows:

Balance less than \$1 Million	1.50%	to the Unanticipated Capital Necessities Fund
Balance \$1 M or more but less than \$1.5M	1.00%	to the Unanticipated Capital Necessities Fund
Balance \$1.5 M or more but less than \$2 M	0.75%	to the Unanticipated Capital Necessities Fund
Balance \$2 M or more but less than \$2.5 M	0.50%	to the Unanticipated Capital Necessities Fund
Balance of \$2.5 M or more	0.25%	to the Unanticipated Capital Necessities Fund

D. Hanwell
6-5-19

REQUEST FOR COUNCIL ACTION

No. RCA 19-109-6/10

FROM: Mayor Dennis Hanwell

Committee: Finance

DATE: June 5, 2019

SUBJECT: Agreement to share costs of professional design, planning and construction management services for the joint construction and management of a County-City courthouse

SUMMARY AND BACKGROUND:

Respectfully request Medina City Council to authorize the Mayor to execute above named agreement and associated documents with Medina County. This agreement has been reviewed and approved by Law Director Greg Huber. This agreement has already been approved and signed by the Board of Medina County Commissioners. The City will be responsible for 25% of the design costs and construction manager at risk services rendered during the design phase.

Estimated Cost: Not to exceed \$133,000.00 to Brandstetter and Carroll for design and planning. It is unknown the fees associated with the construction manager at risk at this time.

Suggested Funding: TBD – Capital Funds or Court Facility Funds

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: Services are currently being provided on the project.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**AGREEMENT TO SHARE COSTS OF PROFESSIONAL
DESIGN, PLANNING AND CONSTRUCTION MANAGEMENT SERVICES
FOR THE JOINT CONSTRUCTION AND MANAGEMENT
OF A COUNTY-CITY COURTHOUSE**

This Agreement (the "Agreement") is made and entered into as of the __, __ day of _____, 2019, by and between the **BOARD OF COMMISSIONERS OF MEDINA COUNTY, OHIO** (the "County"), a county duly organized and validly existing under the laws of the State of Ohio, and the **CITY OF MEDINA, OHIO**, (the "City"), a municipal corporation duly organized and validly existing under its Charter and the laws of the State of Ohio, pursuant to County Resolution No. _____, adopted by the Board of County Commissioners on __ _____, 2019, and City Ordinance No. _____, passed by the City Council on _____, 2019.

RECITALS

WHEREAS, Section 153.61 of the Revised Code provides that a county and a municipal corporation may enter into an agreement providing for the joint construction, acquisition or improvement of any public work, public building or other permanent improvement benefiting the parties thereto and providing for the joint management, occupancy, maintenance, and repair thereof; and

WHEREAS, the City has an interest in relocating and updating the City's existing Municipal Court facilities (now located at 135 North Elmwood Avenue, Medina, Ohio 44256), and desires to work with the County to evaluate whether it would be feasible and cost effective to locate the Municipal Court at the site of the existing County Courthouse (the "Courthouse Site"); and

WHEREAS, the County and the City have reached an agreement to share the costs of professional design, planning and construction management services to prepare detailed design specifications for the joint construction of a new combined County/City Courthouse ("New Courthouse") at the site of the existing County Courthouse ("Existing Courthouse") that would accommodate the various divisions of the Medina County Court of Common Pleas and the Medina Municipal Court using the construction manager at risk procurement process set forth in Sections 9.33 through 9.335 of the Revised Code; and

WHEREAS, the County, in accordance with the process set forth in Sections 153.65 through 153.69, has selected the architectural firm of Brandstetter Carroll as the firm most qualified to prepare detailed design and construction plans for the construction of a new courthouse and has negotiated a contract for those services as set forth in the design services contract attached hereto as Exhibit A, and

WHEREAS, the County will be requesting qualifications of construction managers pursuant to the process set forth in Sections 9.33 through 9.335 of the Revised Code and various sections of the Ohio Administrative Code to engage an appropriate construction manager at risk during the design phase; and

WHEREAS, the County and the City have agreed to share the costs of this preliminary planning in the ratio of 75% to be paid by the County and 25% to be paid by the City, unless the City for any reason opts out of the process; and

WHEREAS, the County and City recognize if a joint project is advisable, they will need to negotiate an agreement that conforms with the requirements of R.C. Section 153.61 to allocate responsibilities for the joint construction, ownership, maintenance and operation of a joint facility.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth, and for other good and valuable consideration, the County and the City agree as follows:

Section 1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the agreement as if fully re-written herein.

Section 2. County's Obligations. The County shall:

- a. Enter into an agreement with Brandstetter Carroll substantially in the form attached hereto as Exhibit A,
- b. Engage a construction manager at risk in accordance with the process set forth in Section 9.33 through 9.335 of the Revised Code and various sections of the Ohio Administrative Code,
- c. Keep the City and the Facilities Planning Taskforce informed of every step of the planning process and include City representatives in all processes, and
- d. Invoice the City for 25% of the costs of architect and construction manager services as soon as practicable after invoices have been received.

Section 3. City's Obligations. The City Shall:

- a. Actively participate in the planning process through its representatives to the Facilities Planning Taskforce,
- b. Reimburse the County 25% of the amount paid to the Brandstetter Carroll for design services performed under the agreement attached as Exhibit A,
- c. Reimburse the County 25% of any amount paid to a construction manager at risk engaged by the County in accordance with the process set forth in Section 9.33 through 9.335 of the Revised Code for services rendered during the design phase.

Section 4. Facilities Planning Taskforce. A working group has been formed to provide input into the process of evaluating and planning for the renovation of County and City court facilities, known as the "Facilities Planning Taskforce," which consists of County and City representatives (the "Taskforce"). The Taskforce shall continue to meet on a regular basis to oversee the work of the planning professional retained by the County and shall make a recommendation to both the County and the City as to the advisability of a joint project and the next steps forward.

Section 5. Termination for Convenience. The City may terminate this agreement by giving written notice to the County, if the City determines, in its sole discretion, that it no longer desires to participate in the joint planning and joint construction of a New Courthouse at the Site. Such termination shall become effective upon the County's receipt of the written notice. Upon

such termination the City shall pay its 25% share of the costs incurred hereunder as of the effective date of termination.

Section 6. Contingencies. Any obligations set forth herein are contingent upon availability of public funds (as determined in the sole discretion of the respective legislative authorities of the County and City). Any joint construction project recommended by the Taskforce is contingent upon the approval of a joint construction agreement that meets the statutory requirements of R.C. Section 153.61 and receives the approval of the legislative authorities of both the County and City in accordance with Ohio law and the City charter.

IN WITNESS WHEREOF, this Agreement is signed the date first written above.

COUNTY OF MEDINA, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

Approved as to Form and Correctness

MICHAEL K. LYONS
Chief Assistant, Civil Division
Medina County Prosecutor's Office

CITY OF MEDINA, OHIO

By: _____
DENNIS HANWELL, Mayor

Approved as to Form and Correctness

GREGORY A. HUBER
Law Director, City of Medina

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ____ day of May in the year 2019

BETWEEN the Architect's client identified as the Owner:

Medina Ohio Board of Commissioners
144 North Broadway Street
Medina, Ohio 44256t

and the Architect:

Brandstetter Carroll Inc.
1220 West Sixth Street
Cleveland, Ohio 44113

for the following Project:

Renovations & Additions to the existing Medina County Courthouse to include the City of Medina Municipal Court.

The Owner and Architect agree as follows.

The Owner intends to construct additions and renovations to the existing Medina County Courthouse to include County and Municipal Court functions. For the purposes of this Agreement, the cost of the work shall not exceed \$38,000,000, unless modified by the Owner via contract amendment.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

See Architect's Feasibility Study dated February 2019.

§ 1.1.1 The Owner's program for the Project:

See Architect's Feasibility Study dated February 2019.

§ 1.1.2 The Project's physical characteristics:

See Architect's Feasibility Study dated February 2019.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

\$38,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be Determined.

.2 Construction commencement date:

To be Determined.

.3 Substantial Completion date or dates:

Init.

To be Determined.

.4 Other milestone dates:

To be Determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Construction Manager at Risk.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

To be Determined

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

To be Determined

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

To be Determined

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Geotechnical Engineer:

To be Determined

.2 Land Surveyor:

To be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Nancy K. Nozik, AIA
Brandstetter Carroll Inc.
1220 W. 6th street, Suite 300
Cleveland, Ohio 44113

Init.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1

(.1 Structural Engineer) (.2 Mechanical Engineer) (.3 Electrical Engineer) and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be Determined

.2 Mechanical Engineer:

To be Determined

.3 Electrical Engineer:

To be Determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be Determined

§ 1.1.12 Other Initial Information on which the Agreement is based:

See Architect's Feasibility Study dated February 2019.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 With reference to the Project, Architect agrees with Owner as follows: (a) in the performance of services Architect shall utilize Architect's professional efforts, skill, judgment and abilities in accordance with the common law standard of care for Architects and in manner which is consistent with locally accepted standards for professional skill and care; (b) Architect shall perform services with respect to the Project and take into account applicable laws, regulations, codes and orders of governmental bodies having jurisdiction; to the extent of a conflict in the code the

Architect will use his best judgment. The Architect represents to the Owner that the Architect is financially solvent and possesses sufficient license, authority and personnel to complete the services required hereunder. Architect will correct those services not performed consistent with the foregoing standard without any additional compensation of any sort.

Architect has submitted prior to entering into this Agreement a Project organization chart setting out Architect's personnel, and their responsibilities in connection with this Project, which Architect proposes to use in connection with the performance of its services on this Project. If, at any time after entering into this Agreement, Owner has any reasonable objection to any personnel or consultant employed by Architect proposed to be used in connection with this Project, Architect shall promptly propose substitutes to whom the Owner has no reasonable objection.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Owner shall have the right to rely on all communications of such representative without any further inquiry or investigation by Owner.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains. The cost shall be considered part of the basic services fee.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000) for each occurrence and at least Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at State of Ohio statutory limits.

§ 2.5.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and \$2,000,000 (\$ 2,000,000) in the aggregate.

§2.5.6 Each insurance policy shall be:

1. Issued by insurance companies authorized to do business in the State of Ohio.
2. Currently rated by A.M. Best as A – IX or better.
3. Until such time as the insurance is no longer required by the Owner and Agency, Architect shall provide the Owner with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Architect, an insurer or surety shall fail to comply with the requirements of this contract,

as soon as Architect has knowledge of any such failure, Architect shall immediately notify the Owner and Agency and immediately replace such insurance with insurance meeting the contract requirements.

§2.5.7 Evidence of Insurance: Prior to the start of any work the architect must provide the following documents to the Owner:

1. Certificate of Insurance
2. Additional Insured Endorsements
3. Policy Cancellation Endorsements

§ 2.5.8 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical civil engineering and landscape architectural services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. In designing the project the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§3.1.7 The Architect shall take into account project planning, design, sustainability, operations and procedural standards of the Owner, and will not deviate from these standards unless agreed upon in writing by the Owner.

3.1.8 The Architect shall assist in preparing the request for qualifications for the construction manager at risk and all aspects of the statutory process outlined in Ohio Administrative Code Section 153:1-6-01 and other Sections of the Ohio Administrative Code and Ohio Revised Code to the selection of the construction manager at risk.

3.1.8.1 The Architect shall cooperate with the construction manager at risk during all phases of the project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project including the feasibility of incorporating environmentally responsible design approaches in accordance with best practices. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible and sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in construction procurement.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders requesting their return upon completion of the bidding process and maintaining a log of distribution and retrieval and amounts of deposits if any, received from and returned to prospective bidders;
- .2 procuring the reproduction of bidding documents;
- .3 attending a pre-bid conference for prospective bidders
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as a basic service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall have the approval of the Owner.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

Init.

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User Notes:

(1833130082)

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The Architect's certification for payment constitutes a recommendation to Owner and is not legally binding on Owner.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or unless otherwise specifically stated by Architect of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by Contractor design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 receive from Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, , the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services

Responsibility

--

§ 4.1.1.1 Programming

Architect (See Feasibility Report DATED February 2019)

Init.

[Redacted]

§ 4.1.1.2 See Article 12.2

Architect Included in basic services

[Redacted]

§ 4.1.1.3 Intentionally Left Blank

[Redacted]

§ 4.1.1.4 Existing facilities surveys

Owner

[Redacted]

§ 4.1.1.5 Site evaluation and planning

Architect (Article 3.1) Included in basic services

[Redacted]

§ 4.1.1.6 Building Information Model management responsibilities

NP

[Redacted]

§ 4.1.1.7 Development of Building Information Models for post construction use

NP

[Redacted]

§ 4.1.1.8 Civil engineering

Architect (Article 3.1) Included in basic services

[Redacted]

§ 4.1.1.9 Landscape design

Architect (Article 3.1) Included in basic services

Init.

[Redacted]

§ 4.1.1.10 Architectural interior design excluding furniture and decor
Architect included in basic services

[Redacted]

§ 4.1.1.11 Value analysis
NP

[Redacted]

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3
By Construction Manager

[Redacted]

§ 4.1.1.13 On-site project representation weekly
Architect included in basic services

[Redacted]

§ 4.1.1.14 Intentionally Left Blank

[Redacted]

§ 4.1.1.15 Intentionally Left Blank

[Redacted]

§ 4.1.1.16 As-constructed record drawings
Architect included in basic services

[Redacted]

§ 4.1.1.17 Post-occupancy evaluation
NP

Init.

[Redacted]

§ 4.1.1.18 Facility support services

NP

[Redacted]

§ 4.1.1.19 Tenant-related services

NP

[Redacted]

§ 4.1.1.20 Architect's coordination of the Owner's consultants

NP

[Redacted]

§ 4.1.1.21 Telecommunications/data design

NP

[Redacted]

§ 4.1.1.22 Security evaluation and planning

NP

[Redacted]

§ 4.1.1.23 Commissioning

NP

[Redacted]

§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3

NP

[Redacted]

§ 4.1.1.25 Fast-track design services

NP

Init.

/

[Redacted]

§ 4.1.1.26 Multiple bid packages

By Construction Manager

[Redacted]

§ 4.1.1.27 Historic preservation

NP

[Redacted]

§ 4.1.1.28 Furniture, furnishings, and equipment design

NP

[Redacted]

§ 4.1.1.29 Other services provided by specialty Consultants

NP

[Redacted]

§ 4.1.1.30 Other Supplemental Services

None

[Redacted]

[Redacted]

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

See Section 4.1.1

Int.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changes or editing of previously prepared instruments of service necessitated by the enactment or revision of codes, laws or regulations.
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .4 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .8 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice. Owners shall have no further obligation to compensate the Architect for those services after notice:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () No limit on reviews. There shall be enough reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor to complete the project.
- .2 Minimum of One hundred fifty (150) plus enough additional visits to complete the project visits to the site by the Architect during construction including meetings with Owner.
- .3 () No limit on inspections. There shall be enough inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents and complete the project.
- .4 () No limit on inspections. There shall be enough inspections for any portion of the Work to determine final completion and complete the project.

§ 4.2.5 Services covered by this Agreement are anticipated to be completed within Forty Eight (48) months of the date of this Agreement. However, if Architect's services extend beyond that time Architect shall not be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish for itself surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials unless the Architect is required to furnish such test inspection or report in occurrence with this Agreement.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK (See Article 12.1)

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, Construction Management fees, overhead. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work or;
- .2 authorize rebidding of the Project within a reasonable time or;
- .3 terminate in accordance with Section 9.5 or;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.5.4, the Architect without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.5.1. The

Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit instruments of service or any other information or documentation in digital form, they shall endeavor to establish necessary protocol governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. However, Owner is granted a nonexclusive license to use the documents for any purpose the Owner deems necessary.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project, or any future project of the Owner provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due, under this agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material, equipment and other suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, for use in performing services or construction for the Project and any future project of Owner.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, within the period specified by applicable law.

§ 8.1.2 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation in accordance with paragraph 8.2.2. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be by using the Medina County Court of Common Pleas mediation process. A request for mediation shall be in writing, delivered to the other party who shall accept or reject the request within fourteen (14) days.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction

Other:

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services only if the interruption is not the result of the fault of the Architect. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with reimbursable expense then due. The Owner shall without any additional fee be allowed continued use of the Architect's Instruments of service for completing, using and maintaining the project and for any further and/or future projects by Owner.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Ohio.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction as modified.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors and assigns, to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without consent, such assignment shall not be effective and shall constitute a default under the Contract. Any party assigning its interest pursuant to a properly granted consent of the other party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, Ohio Sunshine Law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 No Waiver: No action or failure to act by the Owner or Architect shall constitute a waiver of any right or duty afforded under this agreement, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

§10.11 Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement.

§10.12 No Limitation: Unless expressly stated otherwise herein, the duties and obligations imposed upon the parties under this agreement, and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties imposed or available at law or in equity.

§10.13 This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and negotiations with respect to the subject matter thereof.

§10.14 Architect shall advise Owner where any royalties and license fees required to be paid for the use of a particular design, process or product required by the Design and/or Contract Documents. Architect shall provide alternative and recommendations to accomplish the Project objectives without the use of a particular design, process or a product that requires any royalties and license fees required to be paid. Where any royalties and license fees are required to be paid, Architect shall account for these costs in all cost estimates for the Project. If Architect's or its Consultants services require the payment of any royalty or license fees, these royalties or license fees shall be a part of the Architect's Basic Services Fee and Compensation.

§ 10.10 Betterment

The Architect will not be responsible for any of the cost or expense related to upgrades or enhancements to the Project added at the owner's discretion.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. A Fixed Fee of Two Million Six Hundred Sixty Thousand Dollars (2,660,000). This fee is based on a project construction cost of Thirty Eight Million Dollars \$38,000,000. If construction cost exceeds \$38,000,000 or is less than \$38,000,000 the Architect's compensation shall remain at a fixed fee of (\$2,660,000).
2. The project is anticipated to be a joint project between the City of Medina and County of Medina. Should the City not participate in the project the Architect and Owner will negotiate a new fixed compensation for the Architect based on the change in scope of the project.
3. Should the Owner decide to expand the project beyond the Medina County Courthouse the Owner and Architect will negotiate a new fixed compensation for the Architect based on the change in scope of the project.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Does not apply.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

See Section 11.6.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 0 percent (0 %), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	\$532,000 20)
Design Development Phase	\$399,000 15)
Construction Documents Phase	\$1,064,000 40)
Procurement Phase	\$133,000 5)
Construction Phase	\$532,000 20)

Total Basic Compensation

\$2,660,000
100
%)

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Employee or Category
Rate (\$0.00)

Principal
\$180.00

Senior Registered Architect
\$130.00

Senior Registered Landscape Architect
\$130.00

Senior Professional Engineer
\$130.00

Registered Architect

Intt.

/

\$110.00

Professional Architect
\$110.00

Landscape Architect
\$110.00

City Planner
\$ 95.00

Engineer-in-training
\$ 75.00

Intern Architect
\$ 65.00

Intern Landscape Architect
\$ 65.00

Engineering Designer
\$ 65.00

Init.

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Resident Inspector
\$ 60.00

Auto CAD/GIS Operator
\$ 65.00

Drafter
\$ 55.00

Clerical
\$50.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable expenses are in addition to compensation for basic and additional services which include expenses incurred by the Architect and Architect's consultants directly related to the project. Reimbursable expenses are to be billed against the budget for reimbursable expenses. The budget for reimbursable expenses is _____ and the said reimbursable expenses shall not exceed the _____ budget. The expenses to be reimbursed under this section are as follows, to be billed against the identified budget of _____.

- .1 Transportation and authorized out-of-state travel and subsistence as authorized by owner in writing;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .5 Postage, handling, and delivery;
- .6 All taxes levied on professional services and on reimbursable expenses; and
- .7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 0 percent (0 %) of the expenses incurred.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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User Notes:

(1833130082)

§ 11.10.1.1 An initial payment of 0 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below.

0% zero

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 Notwithstanding anything contained in this Agreement to the contrary, Owner shall not be obligated to make any payment (whether a monthly payment or Final Payment) to the Architect hereunder after notification in writing to the Architect, within 30 days of receipt of the Owner's receipt of the Architect's approved invoice, of the existence of any one or more of the following conditions and the failure of the Architect to cure such condition(s) within 14 days of such notification: (1) Architect is in default of any of its material obligations hereunder or otherwise in default under this Agreement; (2) any part of such payment attributable to services which are not performed in accordance with this Agreement; (3) Architect has failed to make payment promptly to consultants or other third parties used in connection with the services for which Owner has made payment to the Architect; Architect agrees or has been found liable for the amounts in binding dispute resolution proceeding; or (4) Owner, in its good faith judgment, reasonably determines that the portion of the compensation then remaining unpaid for a particular phase of the services of the Architect shall not be sufficient to complete the phase in accordance with the Agreement. No additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the services so that such portion of the compensation then remaining unpaid is reasonably determined by Owner to be sufficient to so complete the services. All amounts not in dispute shall be timely paid to Architect per 11.10.2 herein. If Owner fails to timely dispute any invoice per the terms herein, then the invoices shall be timely paid in full.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The responsibility for estimates for Cost of the Work lies with the Construction Manager. Architect to assist and provide recommendations to Construction Manager and Owner.

§ 12.2 Multiple preliminary designs will be developed during the Schematic.

ARTICLE 13 SCOPE OF THE AGREEMENT

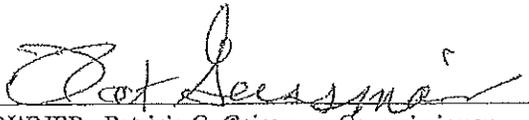
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

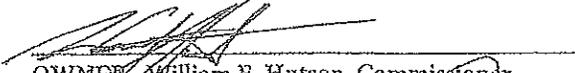
- 1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect as amended.

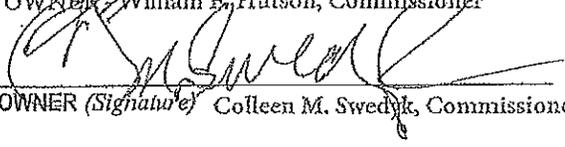
This Agreement entered into as of the day and year first written above.

init.



OWNER - Patricia G. Geissman, Commissioner


OWNER - William B. Hutson, Commissioner


OWNER (Signature) Colleen M. Swedyk, Commissioner

ARCHITECT (Signature)



Benjamin E. Brandstetter, P.E., President

(Printed name and title)

(Printed name, title, and license number, if required)

REQUEST FOR COUNCIL ACTION

*OK
D. Hammer
6-4-19*

NO. RCA 19-110-6/10

FROM: Patrick Patton

DATE: June 4, 2019

COMMITTEE REFERRAL: Finance

SUBJECT: New Stormwater Management, Erosion Control & Illicit Discharge Regulations

The City of Medina is required by the Ohio EPA's Phase II to provide comprehensive stormwater management regulations, erosion and sediment control regulations, and illicit discharge and illegal connection control regulations. Attached please find three model ordinances developed to assist communities to meet the Ohio EPA's current regulations. The ordinances are:

1. Comprehensive Stormwater Management
2. Erosion and Sediment Control
3. Illicit Discharge and Illegal Connection

This request asks Council to adopt the proposed ordinances for each measure so that Medina complies with current Ohio EPA regulations.

Please note, these ordinances are subject to review by the City Law Director.

Thank you for your consideration.

ESTIMATED COST: No cost

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from:

New Appropriation Account Number:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



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MODEL ORDINANCE FOR COMPREHENSIVE STORMWATER MANAGEMENT

PLEASE NOTE

This model was developed to assist communities in implementing practices to control water quantity as well as protect water quality.

This model was reviewed by Ohio EPA and complies with Ohio EPA's Phase II Stormwater Management requirements for post-construction stormwater-management under Minimum Control Measure #5. This model was updated to reflect changes to Ohio EPA's post-construction stormwater requirements in Ohio EPA Permit #OHC000004 effective April 21, 2013 and OHQ000003 effective September 11, 2014.

Phase II designated communities must implement ordinances for erosion and sediment control, and stormwater management. This model ordinance only addresses post-construction stormwater quality and quantity management. CRWP and partners have developed a separate model ordinance for erosion and sediment control. The stormwater management model is drafted with the assumption that communities also adopt the erosion and sediment control ordinance.

All areas highlighted in *bold/italics* must be adjusted for your community. For example, the Community Engineer is identified throughout as a responsible party and your stormwater administrator, service director, or other staff may actually perform these duties.

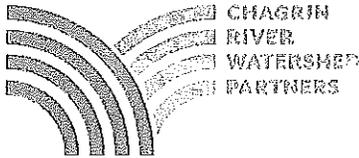
To maintain compliance with Ohio EPA Permit #OHC000004 effective April 21, 2013 and OHQ000003 effective September 11, 2014 add the text highlighted yellow and delete ~~red-strikethrough-text~~. Recommendations to assist communities with meeting Phase II permit TMDL requirements and improve stormwater management are highlighted green

Throughout the model code storm water has been replaced with stormwater and Best Management Practice (BMP) has been replaced with Stormwater Control Measure (SCM).

This model is a collaborative effort of CRWP, the Cuyahoga SWCD, Lake County SWCD, Geauga SWCD, and CRWP member communities. Additional technical support was provided by Ohio Department of Natural Resources-Division of Soil and Water Resources. John Aldrich, Camp Dresser and McKee, Inc. contributed to early versions of this model. Funding for revisions of the model in 2014-2015 was provided by the National Estuarine Research Reserve System Science Collaborative and the Lake Erie Protection Fund. The monies for the LEPF are supported by citizens of Ohio through their purchase of the Lake Erie License Plate. Additionally, revisions to the model were prepared by CRWP under award NA14NOS4190072 from the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce through the Ohio Department of Natural Resources (ODNR), Office of Coastal Management. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA, Department of Commerce, ODNR, or the Office of Coastal Management.

WHEREAS, flooding is a significant threat to property and public health and safety and stormwater management lessens flood damage by reducing and holding runoff and releasing it slowly; and,

WHEREAS, streambank erosion is a significant threat to property and public health and safety and stormwater management slows runoff and reduces its erosive force; and,



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WHEREAS, insufficient control of stormwater can result in significant damage to receiving water resources, impairing the capacity of these areas to sustain aquatic systems and their associated aquatic life use designations; and,

WHEREAS, land development projects and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition; and,

WHEREAS, stormwater runoff contributes to increased quantities of pollutants to water resources; and,

WHEREAS, stormwater runoff, stream channel erosion, and nonpoint source pollution can be controlled and minimized through the regulation of runoff from land development projects; and,

WHEREAS, the United States Environmental Protection Agency has approved a Total Maximum Daily Load (TMDL) for *[applicable TMDLs]* in the *[rivers to which community drains]* watershed(s); *[A TMDL identifier table for Northeast Ohio communities is available at <http://www.neohiostormwater.com/>]*

WHEREAS, there are watershed-wide efforts to reduce flooding, erosion, and water quality problems in the *[rivers to which community drains]* and to protect and enhance the water resources of the *[rivers to which community drains]*; and,

WHEREAS, the *[community]* City of Medina finds that the lands and waters within its borders are finite natural resources and that their quality is of primary importance in promoting and maintaining public health and safety within its borders; and,

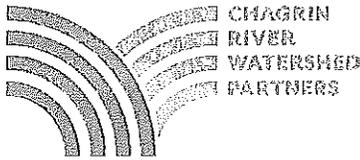
WHEREAS, the *[community]* City of Medina desires to establish standards, principles, and procedures for the regulation of soil disturbing activities that may increase flooding and erosion and may cause adverse impacts to water resources, resulting from stormwater runoff; and,

WHEREAS, the use of green infrastructure and runoff reduction practices improves water quality in our streams and Lake Erie and reduces the magnitude and frequency of flooding and combined sewer overflow events through the infiltration, evapotranspiration, treatment and reuse of stormwater runoff; and

WHEREAS, the use of green infrastructure produces community benefits including reduced crime, increased property values, increased retail sales and lower infrastructure costs; and

WHEREAS, the *[community]* City of Medina is a member of the *[watershed organizations or utilities in which the community is participating]* and recognizes its obligation as a part of these *[watersheds/organizations]* to manage stormwater within its borders; and

WHEREAS, 40 C.F.R. Parts 9, 122, 123, and 124, and Ohio Administrative Code 3745-39 require designated communities, including the *[community]* City of Medina to develop a Stormwater Management Program that, among other components, requires the *[community]* City of Medina to implement standards, principles, and procedures to regulate the quality of stormwater runoff during and after soil disturbing activities; and,



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WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the legal authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary, and other similar regulations, as are not in conflict with general laws.

NOW, THEREFORE, BE IT ORDAINED by the Council of the ~~feommunity~~City of Medina, County of ~~feounty~~Medina, State of Ohio, that:

SECTION 1: Codified Ordinance *Chapter XXXX Stormwater Management*, is hereby adopted to read in total as follows:

**CHAPTER XXXX
COMPREHENSIVE STORMWATER MANAGEMENT**

XXXX.01 PURPOSE AND SCOPE

- A. The purpose of this regulation is to establish technically feasible and economically reasonable stormwater management standards to achieve a level of stormwater quality and quantity control that will minimize damage to property and degradation of water resources and will promote and maintain the health, safety, and welfare of the citizens of the ~~feommunity~~City of Medina:
- B. This regulation requires owners who develop or re-develop their property within the ~~feommunity~~City of Medina to:
1. Control stormwater runoff from their property and ensure that all Stormwater Control Measures (SCMs) ~~stormwater management practices~~ are properly designed, constructed, and maintained.
 2. Reduce water quality impacts to receiving water resources that may be caused by new development or redevelopment activities.
 3. Control the volume, rate, and quality of stormwater runoff originating from their property so that surface water and groundwater are protected and flooding and erosion potential are not increased.
 4. Minimize the need to construct, repair, and replace subsurface storm drain systems.
 5. Preserve natural infiltration and ground water recharge, and maintain subsurface flow that replenishes water resources, except in slippage prone soils.
 6. Incorporate stormwater quality and quantity controls into site planning and design at the earliest possible stage in the development process.
 7. Reduce the expense of remedial projects needed to address problems caused by inadequate stormwater management.
 8. Maximize use of ~~stormwater management practices~~ SCMs that serve multiple purposes including, but not limited to, flood control, erosion control, fire protection, water quality protection, recreation, and habitat preservation.



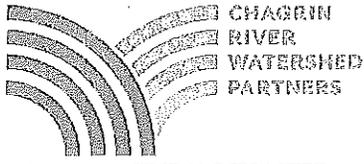
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9. Design sites to minimize the number of stream crossings and the width of associated disturbance in order to minimize the ~~feommunity~~City of Medina's future expenses related to the maintenance and repair of stream crossings.
 10. Maintain, promote, and re-establish conditions necessary for naturally occurring stream processes that assimilate pollutants, attenuate flood flows, and provide a healthy water resource.
- C. This regulation shall apply to all parcels used or being developed, either wholly or partially, for new or relocated projects involving highways and roads; subdivisions or larger common plans of development; industrial, commercial, institutional, or residential projects; building activities on farms; redevelopment activities; grading; and all other uses that are not specifically exempted in Section XXXX.01.
- D. Public entities, including the State of Ohio, ~~feounty~~Medina County, and the ~~feommunity~~City of Medina shall comply with this regulation for roadway projects initiated after March 10, 2006 and, to the maximum extent practicable, for projects initiated before that time.
- E. This regulation does not apply to activities regulated by, and in compliance with, the Ohio Agricultural Sediment Pollution Abatement Rules.
- F. This regulation does not require a Comprehensive Stormwater Management Plan for linear construction projects, such as pipeline or utility line installation, that do not result in the installation of impervious surface as determined by the ~~[community engineer]~~. Such projects must be designed to minimize the number of stream crossings and the width of disturbance. Linear construction projects must comply with the requirements of Chapter XXXX Erosion and Sediment Control.

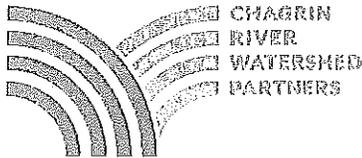
XXXX.02 DEFINITIONS

For the purpose of this regulation, the following terms shall have the meaning herein indicated:

- A. ACRE: A measurement of area equaling 43,560 square feet.
- B. AS-BUILT SURVEY: A survey shown on a plan or drawing prepared by a registered Professional Surveyor indicating the actual dimensions, elevations, and locations of any structures, underground utilities, swales, detention facilities, and sewage treatment facilities after construction has been completed.
- C. BEST MANAGEMENT PRACTICES (BMPs): Also STORMWATER CONTROL MEASURE (SCMs). Schedule of activities, prohibitions of practices, operation and maintenance procedures, treatment requirements, and other management practices (both structural and non-structural) to prevent or reduce the pollution of water resources and to control stormwater volume and rate. This includes practices to control runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. For guidance, please see U.S. EPA's National Menu of BMPs at <http://water.epa.gov/polwaste/npdes/swbmp/index.cfm>.



- D. CLEAN WATER ACT: Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, Pub. L. 97-117, and Pub. L. 100-4, 33 U.S.C. 1251 et. seq. Referred to as the Federal Water Pollution Control Act or the Federal Water Pollution Control Act Amendments of 1972.
- E. COMMUNITY: The ~~community~~ City of Medina, its designated representatives, boards, or commissions.
- F. COMPREHENSIVE STORMWATER MANAGEMENT PLAN: The written document and plans meeting the requirements of this regulation that sets forth the plans and practices to minimize stormwater runoff from a development area, to safely convey or temporarily store and release post-development runoff at an allowable rate to minimize flooding and stream bank erosion, and to protect or improve stormwater quality and stream channels.
- G. CRITICAL STORM: A storm that is ~~calculated by means~~ determined by calculating the ~~of~~ percentage increase in volume of runoff by a proposed development area for the 1 year 24 hour event. The critical storm is used to calculate the maximum allowable stormwater discharge rate from a developed site.
- H. ~~DETENTION FACILITY: A basin, pond, oversized pipe, or other structure that reduces the peak flow rate of stormwater leaving the facility by temporarily storing a portion of the storm water entering the facility.~~
- I. DEVELOPMENT AREA: A parcel or contiguous parcels owned by one person or persons, or operated as one development unit, and used or being developed for commercial, industrial, residential, institutional, or other construction or alteration that changes runoff characteristics.
- J. DEVELOPMENT DRAINAGE AREA: A combination of each hydraulically unique watershed with individual outlet points on the development area.
- K. DISTURBED AREA: An area of land subject to erosion due to the removal of vegetative cover and/or soil disturbing activities.
- L. DRAINAGE: The removal of excess surface water or groundwater from land by surface or subsurface drains.
- M. EROSION: The process by which the land surface is worn away by the action of wind, water, ice, gravity, or any combination of those forces.
- N. ~~EXTENDED CONVEYANCE: A storm water management practice that replaces and/or enhances traditional open or closed storm drainage conduits by retarding flow, promoting percolation of runoff into the soil, and filtering pollutants during the storm water quality event.~~
- O. EXTENDED DETENTION FACILITY: A stormwater ~~management practice~~ control measure that replaces and/or enhances traditional detention facilities by releasing the runoff collected during the stormwater quality event over at least 24 to 48 hours, retarding flow and allowing pollutants to settle within the facility.
- P. FINAL STABILIZATION: All soil disturbing activities at the site have been completed and a



uniform perennial vegetative cover with a density of at least 80% coverage for the area has been established or equivalent stabilization practices, such as the use of mulches or geotextiles, have been employed.

- Q. GRADING: The process in which the topography of the land is altered to a new slope.
- R. GREEN INFRASTRUCTURE: Wet weather management approaches and technologies that utilize, enhance or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse.
- S. HYDROLOGIC UNIT CODE: a cataloging system developed by the United States Geological Survey and the Natural Resource Conservation Service to identify watersheds in the United States.
- T. IMPERVIOUS COVER: Any surface that cannot effectively absorb or infiltrate water. This may include roads, streets, parking lots, rooftops, sidewalks, and other areas not covered by vegetation.
- U. INFILTRATION CONTROL MEASURE: A stormwater management practice control measure that does not discharge to a water resource during the stormwater quality event, requiring collected runoff to either infiltrate into the groundwater and/or be consumed by evapotranspiration, thereby retaining stormwater pollutants in the facility.
- V. LARGER COMMON PLAN OF DEVELOPMENT: A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.
- W. LOW IMPACT DEVELOPMENT: Low-impact development (LID) is a site design approach, which seeks to integrate hydrologically functional design with pollution prevention measures to compensate for land development impacts on hydrology and water quality. LID's goal is to mimic natural hydrology and processes by using small-scale, decentralized practices that infiltrate, evaporate, detain, and transpire stormwater. LID stormwater control measures (SCMs) are uniformly and strategically located throughout the site.
- X. MAXIMUM EXTENT PRACTICABLE: The level of pollutant reduction that operators of small municipal separate storm sewer systems regulated under 40 C.F.R. Parts 9, 122, 123, and 124, referred to as NPDES Stormwater Phase II, must meet.
- Y. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4): A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that are:
1. Owned or operated by the federal government, state, municipality, township, county, district, or other public body (created by or pursuant to state or federal law) including a special district under state law such as a sewer district, flood control district or drainage districts, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into water resources; and
 2. Designed or used for collecting or conveying solely stormwater,

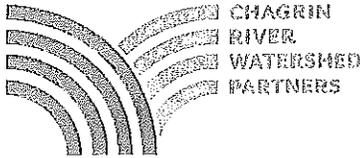


3. Which is not a combined sewer, and
 4. Which is not a part of a publicly owned treatment works.
- Z. NPDES: National Pollutant Discharge Elimination System (NPDES): A regulatory program in the Federal Clean Water Act that prohibits the discharge of pollutants into surface waters of the United States without a permit.
- AA. ~~NONSTRUCTURAL STORMWATER MANAGEMENT PRACTICE OR NONSTRUCTURAL STORMWATER CONTROL MEASURE (SCM): Any technique that Stormwater runoff control and treatment techniques that uses natural practices-processes and features to control runoff and/or reduce pollution levels. prevent or reduce the discharge of pollutants to water resources and control stormwater volume and rate.~~
- BB. POST-DEVELOPMENT: The conditions that exist following the completion of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.
- CC. PRE-CONSTRUCTION MEETING: Meeting prior to construction between all parties associated with the construction of the project including government agencies, contractors and owners to review agency requirements and plans as submitted and approved and submitted.
- DD. PRE-DEVELOPMENT: The conditions that exist prior to the initiation of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.
- EE. PROFESSIONAL ENGINEER: A Professional Engineer registered in the State of Ohio with specific education and experience in water resources engineering, acting in conformance with the Code of Ethics of the Ohio State Board of Registration for Engineers and Surveyors.
- FF. REDEVELOPMENT: A construction project on land where that has been impervious cover has previously been developed and where the new land use will not increase the runoff coefficient used to calculate the water quality volume. If the new land use will increase the runoff coefficient, then the project is considered to be a new development project rather than a redevelopment project. (Refer to Table 1 in Section XXXX.09).
- GG. RIPARIAN AREA: Land adjacent to any brook, creek, river, or stream having a defined bed and bank that, if appropriately sized, helps to stabilize streambanks, limit erosion, reduce flood size flows, and/or filter and settle out runoff pollutants, or performs other functions consistent with the purposes of this regulation.
- HH. RIPARIAN AND WETLAND SETBACK: The real property adjacent to a water resource on which soil disturbing activities are limited, all as defined by the *[community's riparian and/or wetland setback regulations]*.
- II. RUNOFF: The portion of rainfall, melted snow, or irrigation water that flows across the ground surface and is eventually returned to water resources.
- JJ. SEDIMENT: The soils or other surface materials that can be transported or deposited by the



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- action of wind, water, ice, or gravity as a product of erosion.
- KK. SEDIMENTATION: The deposition of sediment in water resources.
- LL. SITE OWNER/OPERATOR: Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof that is responsible for the overall construction site.
- MM. SOIL DISTURBING ACTIVITY: Clearing, grading, excavating, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed that may result in, or contribute to, increased stormwater quantity and/or decreased stormwater quality.
- NN. STABILIZATION: The use of Best Management Practices or Stormwater Control Measures that reduce or prevent soil erosion by stormwater runoff, trench dewatering, wind, ice, gravity, or a combination thereof.
- OO. STORMWATER OR STORM WATER: Defined at 40 CFR 122.26(b)(13) and means stormwater runoff, snow melt runoff and surface runoff and drainage.
- PP. STORMWATER CONTROL MEASURE (SCM): Also Best Management Practice (BMP). Schedule of activities, prohibitions of practices, operation and maintenance procedures, treatment requirements, and other management practices (both structural and non-structural) to prevent or reduce the pollution of water resources and to control stormwater volume and rate. This includes practices to control runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. For guidance, please see U.S. EPA's National Menu of BMPs at <http://water.epa.gov/polwaste/npdes/swbmp/index.cfm>.
- QQ. STRUCTURAL STORM WATER MANAGEMENT PRACTICE OR STORMWATER CONTROL MEASURE (SCM): Any constructed facility, structure, or device that provides storage, conveyance, and/or treatment of storm water runoff. prevents or reduces the discharge of pollutants to water resources and controls stormwater volume and rate.
- RR. SURFACE WATERS OF THE STATE: Also Water Resource. Any streams, lakes, reservoirs, pond, marshes, wetlands, or other waterways situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the Ohio Revised Code are not included.
- SS. TOTAL MAXIMUM DAILY LOAD: The sum of the existing and/or projected point source, nonpoint source, and background loads for a pollutant to a specified watershed, water body, or water body segment. A TMDL sets and allocates the maximum amount of a pollutant that may be introduced into the water and still ensure attainment and maintenance of water quality standards.
- TT. WATER QUALITY VOLUME: "Water Quality Volume (WQv)" means the volume of stormwater runoff which must be captured and treated prior to discharge from the developed site after construction is complete. WQv is based on the expected runoff generated by the mean storm precipitation volume from post-construction site conditions at which rapidly diminishing returns



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in the number of runoff events captured begins to occur. The volume of runoff from a contributing watershed that must be captured and treated, equivalent to the maximized capture volume as defined in the American Society of Civil Engineers (ASCE) Manual and Report on Engineering Practice No. 87 and Water Environment Federation Manual of Practice No. 23 titled *Urban Runoff Quality Management*.

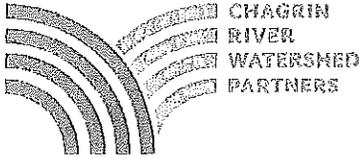
- UU. WATER RESOURCE: Any public or private body of water, including wetlands; the area within the ordinary high water level of lakes and ponds; as well as the area within the ordinary high water level of any brook, creek, river, or stream having a defined bed and bank (either natural or artificial) which confines and conducts continuous or intermittent flow. Also SURFACE WATER OF THE STATE. Any stream, lake, reservoir, pond, marsh, wetland, or waterway situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the Ohio Revised Code are not included.
- VV. WATER RESOURCE CROSSING: Any bridge, box, arch, culvert, truss, or other type of structure intended to convey people, animals, vehicles, or materials from one side of a watercourse to another. This does not include private, non-commercial footbridges or pole mounted aerial electric or telecommunication lines, nor does it include below grade utility lines.
- WW. WATERSHED: The total drainage area contributing stormwater runoff to a single point.
- XX. WETLAND: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas (40 CFR 232, as amended).

XXXX.03 DISCLAIMER OF LIABILITY

- A. Compliance with the provisions of this regulation shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this regulation are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or any particular parcel of property.
- B. By approving a Comprehensive Stormwater Management Plan under this regulation, the ~~[community]~~City of Medina does not accept responsibility for the design, installation, and operation and maintenance of SCMs ~~stormwater management practices~~.

XXXX.04 CONFLICTS, SEVERABILITY, NUISANCES & RESPONSIBILITY

- A. Where this regulation is in conflict with other provisions of law or ordinance, the most restrictive provisions, as determined by the ~~[community engineer]~~, shall prevail.
- B. If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.



- C. This regulation shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of this regulation shall not be a defense in any action to abate such a nuisance.
- D. Failure of the *[community]*City of Medina to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the *[community]*City of Medina, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

XXXX.05 DEVELOPMENT OF COMPREHENSIVE STORMWATER MANAGEMENT PLANS

- A. This regulation requires that a Comprehensive Stormwater Management Plan be developed and implemented for all soil disturbing activities disturbing one (1) or more acres of total land, or less than one (1) acre if part of a larger common plan of development or sale disturbing one (1) or more acres of total land, and on which any regulated activity of Section XXXX.01 (C) is proposed. A Comprehensive Stormwater Management Plan must be developed and implemented for all commercial and industrial site development. The *[community engineer]* may require a comprehensive stormwater management plan on sites disturbing less than 1 acre.
- B. The *[community]*City of Medina shall administer this regulation, shall be responsible for determination of compliance with this regulation, and shall issue notices and orders as may be necessary. The *[community]*City of Medina may consult with the *[county]*Medina SWCD, state agencies, private engineers, stormwater districts, or other technical experts in reviewing the Comprehensive Stormwater Management Plan.

XXXX.06 APPLICATION PROCEDURES

- A. Pre-Application Meeting: The applicant shall attend a Pre-Application Meeting with the *[community engineer]* to discuss the proposed project, review the requirements of this regulation, identify unique aspects of the project that must be addressed during the review process, and establish a preliminary review and approval schedule.
- B. Preliminary Comprehensive Stormwater Management Plan: The applicant shall submit two (2) sets of a Preliminary Comprehensive Stormwater Management Plan (Preliminary Plan) and the applicable fees to the *[community engineer]* and/or the *[stormwater administrator]*. The Preliminary Plan shall show the proposed property boundaries, setbacks, dedicated open space, public roads, water resources, stormwater control facilities, and easements in sufficient detail and engineering analysis to allow the *[community engineer]* to determine if the site is laid out in a manner that meets the intent of this regulation and if the proposed SCMs stormwater management practices are capable of controlling runoff from the site in compliance with this regulation. The applicant shall submit two (2) sets of the Preliminary Plan and applicable fees as follows:
 - 1. For subdivisions: In conjunction with the submission of the preliminary subdivision plan.
 - 2. For other construction projects: In conjunction with the application for a zoning permit.

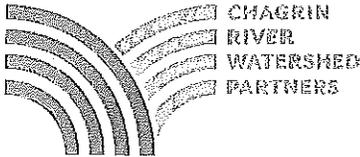


3. For general clearing projects: In conjunction with the application for a zoning permit.
 - C. Final Comprehensive Stormwater Management Plan: The applicant shall submit two (2) sets of a Final Comprehensive Stormwater Management Plan (Final Plan) and the applicable fees to the *[community engineer]* and/or the *[stormwater administrator]* in conjunction with the submittal of the final plat, improvement plans, or application for a building or zoning permit for the site. The Final Plan shall meet the requirements of Section XXXX.08 and shall be approved by the *[community engineer]* prior to approval of the final plat and/or before issuance of a *[zoning permit by the Zoning Inspector]* or *[building permit by the Building Inspector]*.
 - D. Review and Comment: The *[community engineer]* and/or the *[stormwater administrator]* shall review the Preliminary and Final Plans submitted, and shall approve or return for revisions with comments and recommendations for revisions. A Preliminary or Final Plan rejected because of deficiencies shall receive a narrative report stating specific problems and the procedures for filing a revised Preliminary or Final Plan.
 - E. Approval Necessary: Land clearing and soil-disturbing activities shall not begin and zoning and/or building permits shall not be issued without an approved Comprehensive Stormwater Management Plan.
 - F. Valid for Two Years: Approvals issued in accordance with this regulation shall remain valid for two (2) years from the date of approval.

XXXX.07 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

Approvals issued in accordance with this regulation do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from other federal, state, and/or county agencies. If requirements vary, the most restrictive shall prevail. These permits may include, but are not limited to, those listed below. Applicants are required to show proof of compliance with these regulations before the ~~*[community]*~~ City of Medina will issue a building or zoning permit.

- A. Ohio Environmental Protection Agency (Ohio EPA) National Pollutant Discharge Elimination System (NPDES) Permits authorizing stormwater discharges associated with construction activity or the most current version thereof: Proof of compliance with these requirements shall be the applicant's Notice of Intent (NOI) number from Ohio EPA, a copy of the Ohio EPA Director's Authorization Letter for the NPDES Permit, or a letter from the site owner certifying and explaining why the NPDES Permit is not applicable.
- B. Section 401 of the Clean Water Act: Proof of compliance shall be a copy of the Ohio EPA Water Quality Certification application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 401 of the Clean Water Act is not applicable. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this regulation.
- C. Ohio EPA Isolated Wetland Permit: Proof of compliance shall be a copy of Ohio EPA's Isolated Wetland Permit application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Ohio



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EPA's Isolated Wetlands Permit is not applicable. Isolated wetlands shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this regulation.

- D. Section 404 of the Clean Water Act: Proof of compliance shall be a copy of the U.S. Army Corps of Engineers Individual Permit application, public notice, or project approval, if an Individual Permit is required for the development project. If an Individual Permit is not required, the site owner shall submit proof of compliance with the U.S. Army Corps of Engineer's Nationwide Permit Program. This shall include one of the following:
1. A letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 404 of the Clean Water Act is not applicable.
 2. A site plan showing that any proposed fill of waters of the United States conforms to the general and special conditions specified in the applicable Nationwide Permit. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this regulation.
- E. Ohio Dam Safety Law: Proof of compliance shall be a copy of the ODNR Division of Water Resources permit application tracking number, a copy of the project approval letter from the ODNR Division of Water Resources, or a letter from the site owner certifying and explaining why the Ohio Dam Safety Law is not applicable.

XXXX.08 COMPREHENSIVE STORMWATER MANAGEMENT PLAN

- A. Comprehensive Stormwater Management Plan Required: The applicant shall develop a Comprehensive Stormwater Management Plan describing how the quantity and quality of stormwater will be managed after construction is completed for every discharge from the site and/or into a water resource or small municipal separate storm sewer system (MS4). The Plan will illustrate the type, location, and dimensions of every structural and non-structural SCM ~~stormwater management practices~~ incorporated into the site design, and the rationale for their selection. The rationale must address how these SCMs ~~stormwater management practices~~ will address flooding within the site as well as flooding that may be caused by the development upstream and downstream of the site. The rationale will also describe how the SCMs ~~stormwater management practices~~ minimize impacts to the physical, chemical, and biological characteristics of on-site and downstream water resources and, if necessary, correct current degradation of water resources that is occurring or take measures to prevent predictable degradation of water resources.
- B. Preparation by Professional Engineer: The Comprehensive Stormwater Management Plan shall be prepared by a registered pProfessional Engineer and include supporting calculations, plan sheets, and design details. To the extent necessary, as determined by the *[community engineer]*, a site survey shall be performed by a Registered Professional Surveyor to establish boundary lines, measurements, or land surfaces.
- C. Community Procedures: The *[community engineer]* shall prepare and maintain procedures providing specific criteria and guidance to be followed when designing the stormwater management system for the site. These procedures may be updated from time to time, at the discretion of the *[community engineer]* based on improvements in engineering, science,



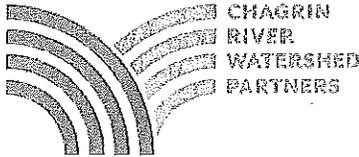
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monitoring, and local maintenance experience. The *[community engineer]* shall make the final determination of whether the practices proposed in the Comprehensive Stormwater Management Plan meet the requirements of this regulation. The *[community engineer]* may also maintain a list of acceptable Best Management Practices SCMs that meet the criteria of this regulation to be used in the *[community]* City of Medina.

D. Contents of Comprehensive Stormwater Management Plan: The Comprehensive Stormwater Management Plan shall contain an application, narrative report, construction site plan sheets, a long-term Inspection and Maintenance Plan and Inspection and Maintenance Agreement ~~and Inspection and Maintenance Plan~~, and a site description with the following information provided:

1. Site description:

- a. A description of the nature and type of the construction activity (e.g. residential, shopping mall, highway, etc.).
- b. Total area of the site and the area of the site that is expected to be disturbed (i.e. grubbing, clearing, excavation, filling or grading, including off-site borrow areas).
- c. A description of prior land uses at the site.
- d. An estimate of the impervious area and percent of imperviousness created by the soil-disturbing activity at the beginning and at the conclusion of the project.
- e. Selection (source and justification) and/or calculations of runoff coefficients for water quality volume determination, peak discharge control (curve number/critical storm method), and rational method. Calculation of all runoff coefficients for both pre-construction and post-construction site conditions, including water quality volume, peak discharge (critical storm method), and culvert/bridge sizing (rational method)
- f. Existing data describing the soils throughout the site, including soil map units including the soil series, complexes and association, hydrologic soil group, porosity, infiltration characteristics, depth to groundwater, depth to bedrock, and any impermeable layers.
- g. If available, the quality of any known pollutant discharge from the site such as that which may result from previous contamination caused by prior land uses.
- h. The location and name of the immediate water resource(s) and the first subsequent water resource(s).
- i. The aerial (plan view) extent and description of water resources at or near the site that will be disturbed or will receive discharges from the project.
- j. If applicable, identify the point of discharge to a municipal separate storm sewer system and the location where that municipal separate storm sewer system



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ultimately discharges to a stream, lake, or wetland. The location and name of the immediate receiving stream or surface water(s) and the first subsequent receiving water(s) and the aerial extent and description of wetlands or other special aquatic sites at or near the site which will be disturbed or which will receive discharges from undisturbed areas of the project. For discharges to a municipal separate storm sewer system (MS4), the point of discharge to the MS4 and the location where the MS4 ultimately discharges to a stream or surface water of the state shall be indicated

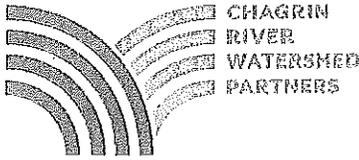
- k. TMDLs applicable for the site [refer to TMDL community identifier table at <http://www.neohiostormwater.com/>]; demonstrate that appropriate (SCMs) have been selected to address these TMDLs.

l. For each SCM, identify the drainage area, percent impervious cover within the drainage area, runoff coefficient for water quality volume, peak discharge, and the time of concentration for each subwatershed per Appendix 1 of Ohio's stormwater manual, *Rainwater and Land Development*. Pervious and impervious areas should be treated as separate subwatersheds unless allowed at the discretion of the community engineer. Identify the SCM surface area, discharge and dewatering time, outlet type and dimensions. Each SCM shall be designated with an individual identification number.

- m. Describe the current condition of water resources including the vertical stability of stream channels and indications of channel incision that may be responsible for current or future sources of high sediment loading or loss of channel stability.

2. Site map showing:

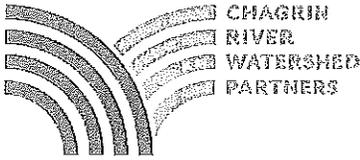
- a. Limits of soil-disturbing activity on the site.
- b. Soils types map units for the entire site, including locations of unstable or highly erodible soils.
- c. Existing and proposed one-foot (1') contours. This must include a delineation of drainage watersheds expected before, during, and after major grading activities as well as the size of each drainage watershed in acres.
- d. Water resource locations including springs, wetlands, streams, lakes, water wells, and associated setbacks on or within 200 feet of the site, including the boundaries of wetlands or streams and first subsequent named receiving water(s) the applicant intends to fill or relocate for which the applicant is seeking approval from the Army Corps of Engineers and/or Ohio EPA.
- e. Existing and planned locations of buildings, roads, parking facilities, and utilities.
- f. The location of any in-stream activities including stream crossings.



3. Contact information: Company name and contact information as well as contact name, addresses, and phone numbers for the following:
 - a. The Professional Engineer who prepared the Comprehensive Stormwater Management Plan.
 - b. The site owner.
4. Phase, if applicable, of the overall development plan.
5. List of subplot numbers if project is a subdivision.
6. Ohio EPA NPDES Permit Number and other applicable state and federal permit numbers, if available, or status of various permitting requirements if final approvals have not been received.
7. Location, including complete site address and subplot number if applicable.
8. Location of any easements or other restrictions placed on the use of the property.
9. A site plan sheet showing:
 - a. The location of each proposed post-construction SCMs ~~stormwater management~~ practices.
 - b. The geographic coordinates of the site AND each proposed practice in North American Datum Ohio State Plane North.

It is preferred that the entire site be shown on one plan sheet to allow a complete view of the site during plan review. If a smaller scale is used to accomplish this, separate sheets providing an enlarged view of areas on individual sheets should also be provided.
10. Inspection and Maintenance Agreement. The Inspection and Maintenance Agreement required for SCMs under this regulation as a stand-alone document between the ~~feommunity~~City of Medina and the applicant. A copy of this agreement should be attached to the property deed. The agreement shall contain the following information and provisions:
 - a. Identification of the landowner(s), organization, or municipality responsible for long-term inspection and maintenance, including repairs, of the SCMs.
 - b. The landowner(s), organization, or municipality shall maintain SCMs in accordance with this regulation.
 - c. The ~~feommunity~~City of Medina has the authority to enter upon the property to conduct inspections as necessary, with prior notification of the property owner, to verify that the SCMs are being maintained and operated in accordance with this regulation.

- d. The *feommunity**City of Medina* shall maintain public records of the results of site inspections, shall inform the landowner(s), organization, or municipality responsible for maintenance of the inspection results, and shall specifically indicate in writing any corrective actions required to bring the SCMs into proper working condition.
 - e. If the *feommunity**City of Medina* notifies the landowner(s), organization, or municipality responsible for maintenance of the maintenance problems that require correction, the specific corrective actions shall be taken within a reasonable time as determined by the *feommunity**City of Medina*.
 - f. The *feommunity**City of Medina* is authorized to enter upon the property and perform the corrective actions identified in the inspection report if the landowner(s), organization, or municipality responsible for maintenance does not make the required corrections in the specified time period. The *feommunity**City of Medina* shall be reimbursed by the landowner(s), organization, or municipality responsible for maintenance for all expenses incurred within 10 days of receipt of invoice from the *feommunity**City of Medina*, or more with written approval from the *community engineer*.
 - g. The method of funding long-term maintenance and inspections of all SCMs.
 - h. A release of the *feommunity**City of Medina* from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the *feommunity**City of Medina* from the construction, presence, existence, or maintenance of the SCMs.
11. Inspection and Maintenance Plan. This plan will be developed by the applicant and reviewed by the *feommunity**City of Medina*. Once the Inspection and Maintenance Plan is approved, a recorded copy of the Plan must be submitted to the *feommunity**City of Medina* as part of the final inspection approval as described in XXXX.12. The plan will include at a minimum:
- a. The location of each SCM and identification of the drainage area served by each SCM.
 - b. Photographs of each SCM, including all inlets and outlets upon completion of construction.
 - c. Schedule of inspection.
 - d. A schedule for regular maintenance for each aspect of the stormwater management system and description of routine and non-routine maintenance tasks to ensure continued performance of the system as is detailed in the approved Comprehensive Stormwater Management Plan. A maintenance inspection checklist written so the average person can understand it shall be incorporated. The maintenance plan will include a detailed drawing of each SCM and outlet structures with the parts of the outlet structure labeled. This schedule may include additional standards, as required by the *feommunity**City of Medina*



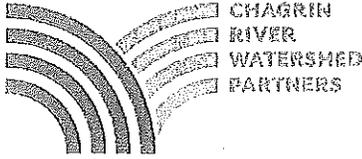
Engineer, to ensure continued performance of SCMs permitted to be located in, or within 50 feet of, water resources.

- e. The location and documentation of all access and maintenance easements on the property.

Alteration or termination of these stipulations is prohibited. ~~The applicant must provide a draft of this Inspection and Maintenance Plan as part of the Comprehensive Stormwater Management Plan submittal. Once the Inspection and Maintenance Plan is approved, a recorded copy of the Plan must be submitted to the [community]City of Medina to receive final inspection approval of the site.~~

Note: Please review the above requirements for Inspection and Maintenance Agreements and Plans to ensure they are acceptable to your community. Please also review the coordination of these requirements with provisions for Easements to SCMs stormwater management practices in Section XXXX.11 and Ownership of SCMs stormwater management practices in Section XXXX.09 (A)(8)

12. Required Calculations required: The applicant shall submit calculations for projected stormwater runoff flows, volumes, and timing into and through all SCMs stormwater management practices for flood control, channel protection, water quality, and the condition of the habitat, stability, and incision of each water resource and its the floodplain, as required in Section XXXX.09 of this regulation. These submittals shall be completed for both pre- and post-development land use conditions and shall include the underlying assumptions and hydrologic and hydraulic methods and parameters used for these calculations. The applicant shall also include critical storm determination and demonstrate that the runoff from offsite upper watershed areas have been considered in the calculations.
13. List of all contractors and subcontractors before construction: Prior to construction or before the pre-construction meeting, provide the list of all contractors and subcontractors and their names, addresses, and phones involved with the implementation of the Comprehensive Stormwater Management Plan including a written document containing signatures of all parties as proof of acknowledgment that they have reviewed and understand the requirements and responsibilities of the Comprehensive Stormwater Management Plan.
14. Existing and proposed drainage patterns: The location and description of existing and proposed drainage patterns and SCMs stormwater management practices, including any related SCMs stormwater management practices beyond the development area and the larger common development area.
15. For each stormwater management practice SCM to be employed on the development area, include the following:
 - a. Location and size, including detail drawings, maintenance requirements during and after construction, and design calculations, all where applicable.
 - b. Final site conditions including stormwater inlets and permanent nonstructural and structural SCMs stormwater management practices. Details of SCMs shall be drawn to scale and shall show volumes and sizes of contributing drainage areas.



- c. Any other structural and/or non-structural SCMs stormwater management practices necessary to meet the design criteria in this regulation and any supplemental information requested by the *[community engineer]*.
- d. Each SCM shall be designated with an individual identification number.

~~Inspection and Maintenance Agreement. The Inspection and Maintenance Agreement required for storm water management practices under this regulation as a stand alone document between the [Community]City of Medina and the applicant. A copy of this agreement should be attached to the property deed. The agreement shall contain the following information and provisions:~~

- a. ~~Identification of the landowner(s), organization, or municipality responsible for long-term maintenance, including repairs, of the storm water management practices.~~
- b. ~~The landowner(s), organization, or municipality shall maintain storm water management practices in accordance with this regulation.~~
- c. ~~The *[community]City of Medina* has the authority to approve changes in the inspection and maintenance plan.~~
- d. ~~The *[community]City of Medina* has the authority to enter upon the property to conduct inspections as necessary to verify that the storm water management practices are being maintained and operated in accordance with this regulation.~~
- e. ~~The *[community]City of Medina* shall maintain public records of the results of site inspections, shall inform the landowner(s), organization, or municipality responsible for maintenance of the inspection results, and shall specifically indicate any corrective actions required to bring the storm water practices into proper working condition.~~
- f. ~~If the *[community]City of Medina* notifies the landowner(s), organization, or municipality responsible for maintenance of the maintenance problems that require correction, the specific corrective actions shall be taken within a reasonable time frame as determined by the *[community]City of Medina*.~~
- g. ~~The *[community]City of Medina* is authorized to enter upon the property and to perform the corrective actions identified in the inspection report if the landowner(s), organization, or municipality responsible for maintenance does not make the required corrections in the specified time period. The *[community]City of Medina* shall be reimbursed by the landowner(s), organization, or municipality responsible for maintenance for all expenses incurred within 10 days of receipt of invoice from the *[community]City of Medina*.~~
- h. ~~The method of funding long term maintenance and inspections of all storm water management practices.~~
- i. ~~A release of the *[community]City of Medina* from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the~~



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~~[community]City of Medina~~ from the construction, presence, existence, or maintenance of the storm water management practices.

~~Alteration or termination of these stipulations is prohibited. The applicant must provide a draft of this Inspection and Maintenance Agreement as part of the Comprehensive Storm Water Management Plan submittal. Once a draft is approved, a recorded copy of the Agreement must be submitted to the [community]City of Medina to receive final inspection approval of the site.~~

XXXX.09 PERFORMANCE STANDARDS

A. General: The stormwater system, including SCMs stormwater management practices for storage, treatment and control, and conveyance facilities, shall be designed to prevent structure flooding during the 100-year, 24-hour storm event; to maintain predevelopment runoff patterns, flows, and volumes; and to meet the following criteria:

1. Integrated practices that address degradation of water resources. The SCMs stormwater management practices shall function as an integrated system that controls flooding and minimizes the degradation of the physical, biological, and chemical integrity of the water resources receiving stormwater discharges from the site. Acceptable practices shall:
 - a. Not disturb riparian areas, unless the disturbance is intended to support a watercourse restoration project and complies with Chapter XXXX.XX [community's riparian setback requirements if applicable].
 - b. Maintain predevelopment hydrology and groundwater recharge on as much of the site as practicable.
 - c. Only install new impervious surfaces and compact soils where necessary to support the future land use.
 - d. ~~Compensate for increased runoff volumes caused by new impervious surfaces and soil compaction by reducing stormwater peak flows to less than predevelopment levels.~~
 - e. ~~Be designed according to the methodology included in the most current edition of Rainwater and Land Development or another design manual acceptable for use by the [community]City of Medina and Ohio EPA.~~

~~SCMs stormwater management practices that meet the criteria in this regulation, and additional criteria required by the [community engineer], shall comply with this regulation.~~

2. Practices designed for final use: SCMs stormwater management practices shall be designed to achieve the stormwater management objectives of this regulation, to be compatible with the proposed post-construction use of the site, to protect the public health, safety, and welfare, and to function safely with ~~minimal routine~~ maintenance.



3. Stormwater management for all lots: Areas developed for a subdivision, as defined in Chapter XXXX [community subdivision code], shall provide stormwater management and water quality controls for the development of all subdivided lots. This shall include provisions for lot grading and drainage that prevent structure flooding during the 100-year, 24-hour storm; and maintain, to the extent practicable, the pre-development runoff patterns, volumes, and peaks from ~~the~~ each lot.
4. Stormwater facilities in water resources: SCMs stormwater management practices and related activities shall not be constructed in water resources unless the applicant shows proof of compliance with all appropriate permits from the Ohio EPA, the U.S. Army Corps, and other applicable federal, state, and local agencies as required in Section XXXX.07 of this regulation, and the activity is in compliance with Chapter XXXX [community's erosion and sediment control requirements] and Chapter XXXX [community's riparian setback requirements], all as determined by the [community engineer].
5. Stormwater ponds and surface conveyance channels: All stormwater pond and surface conveyance designs must provide a minimum of one (1) foot freeboard above the projected peak stage within the facility during the 100-year, 24-hour storm. When designing stormwater ponds and conveyance channels, the applicant shall consider public safety as a design factor and alternative designs must be implemented where site limitations would preclude a safe design.
6. Exemption: The site where soil-disturbing activities are conducted shall be exempt from the requirements of Section XXXX.09 if it can be shown to the satisfaction of the [community engineer] that the site is part of a larger common plan of development where the stormwater management requirements for the site are provided by an existing SCMs stormwater management practices, or if the stormwater management requirements for the site are provided by practices defined in a regional or local stormwater management plan approved by the [community engineer].
7. Maintenance: All SCMs stormwater management practices shall be maintained in accordance with the Inspection and Maintenance Plan and Agreements and Plans approved by the [community engineer] as detailed in Section XXXX.08.
8. Ownership: Unless otherwise required by the ~~feommunity~~City of Medina, SCMs stormwater management practices serving multiple lots in subdivisions shall be on a separate lot held and maintained by an entity of common ownership or, if compensated by the property owners, by the ~~feommunity~~City of Medina. SCMs stormwater management practices serving single lots shall be placed on these lots, protected within an easement, and maintained by the property owner.
9. Preservation of Existing Natural Drainage: Practices that preserve and/or improve the existing natural drainage shall be used to the maximum extent practicable. Such practices may include minimizing site grading and compaction; protecting and/or restoring water resources, riparian areas, and existing vegetation and vegetative buffer strips; phasing of construction operations in order to minimize the amount of disturbed land at any one



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time, and designation of tree preservation areas or other protective clearing and grubbing practices; and maintaining unconcentrated stormwater runoff to and through these areas. Post-construction stormwater practices shall provide perpetual management of runoff quality and quantity so that a receiving stream's physical, chemical and biological characteristics are protected and ecological functions are maintained.

10. Preservation of Wetland Hydrology: Concentrated stormwater runoff from SCMs to wetlands shall be converted to diffuse flow before the runoff enters the wetlands in order to protect the natural hydrology, hydroperiod, and wetland flora. The flow shall be released such that no erosion occurs down slope. Practices such as level spreaders, vegetative buffers, infiltration basins, conservation of forest covers, and the preservation of intermittent streams, depressions, and drainage corridors may be used to maintain the wetland hydrology.

If the applicant proposes to discharge to natural wetlands, a hydrological analysis shall be performed to demonstrate that the proposed discharge matches the pre-development hydroperiods and hydrodynamics that support the wetland.

11. Soil Preservation and Post-Construction Soil Restoration: To the maximum extent practicable leave native soil undisturbed and protect from compaction during construction. Except for areas that will be covered by impervious surface or have been incorporated into an SCM, the soil moisture-holding capacity of areas that have been cleared and graded must be restored to that of the original, undisturbed soil to the maximum extent practicable. Areas that have been compacted or had the topsoil or duff layer removed should be amended using the following steps: 1. till subsoil to a depth of 15-18 inches, 2. incorporate compost through top 12 inches, 3. Replace with stockpiled site or imported suitable topsoil to a minimum depth of 4 inches.

B. Stormwater Conveyance Design Criteria: All SCMs stormwater management practices shall be designed to convey stormwater to allow for the maximum removal of pollutants and reduction in flow velocities. This shall include but not be limited to:

1. Stream relocation or enclosure ~~Surface water protection~~: The [community engineer] may allow modification to streams, rivers, lakes, wetlands or other surface waters enclosure or relocation of water resources only if the applicant shows proof of compliance with all appropriate permits from the Ohio EPA, the U.S. Army Corps, and other applicable federal, state, and local agencies as required in Section XXXX.07 of this regulation, and the activity is in compliance with Section XXXX [community's erosion and sediment control requirements] and Section XXXX [community's riparian setback requirements], all as determined by the [community engineer]. At a minimum, stream relocation designs must show how the project will minimize changes to the vertical stability, floodplain form, channel form, and habitat of upstream and downstream channels on and off the property.
2. Off-site stormwater discharges: Off-site stormwater runoff that discharges to or across the applicant's development site shall be conveyed through the stormwater conveyance system planned for the development site at its existing peak flow rates during each design storm. Off-site flows shall be diverted around stormwater quality control facilities or, if



this is not possible, the stormwater quality control facility shall be sized to treat the off-site flow. Comprehensive Stormwater Management Plans will not be approved until it is demonstrated to the satisfaction of the *[community engineer]* that off-site runoff will be adequately conveyed through the development site in a manner that does not exacerbate upstream or downstream flooding and erosion.

3. Sheet flow: The site shall be graded in a manner that maintains sheet flow over as large an area as possible. The maximum area of sheet flow shall be determined based on the slope, the uniformity of site grading, and the use of easements or other legally-binding mechanisms that prohibit re-grading and/or the placement of structures within sheet flow areas. In no case shall the sheet flow length be longer than 300 feet, nor shall a sheet flow area exceed 1.5 acres. Flow shall be directed into an open channel, storm sewer, or other SCMs stormwater management practices from areas too long and/or too large to maintain sheet flow, all as determined by the *[community engineer]*.
4. Open channels: Unless otherwise allowed by the *[community engineer]*, drainage tributary to SCMs stormwater management practices shall be provided by an open channel with vegetated banks and designed to carry the 10-year, 24-hour stormwater runoff from upstream contributory areas.
5. Open drainage systems: Open drainage systems shall be preferred on all new development sites to convey stormwater where feasible. Storm sewer systems shall be allowed only when the site cannot be developed at densities allowed under *[community]* *City of Medina* zoning or where the use of an open drainage system affects public health or safety, all as determined by the *[community engineer]*. The following criteria shall be used to design storm sewer systems when necessary:

NOTE: The following sections are typical stormwater conveyance design criteria. Either use these criteria or include the pertinent sections of your existing stormwater conveyance design criteria.

- a. Storm sewers shall be designed such that they do not surcharge from runoff caused by the 5-year, 24-hour storm, and that the hydraulic grade line of the storm sewer stays below the gutter flow line of the overlying roadway, or below the top of drainage structures outside the roadway during a 10-year, 24-hour storm. The system shall be designed to meet these requirements when conveying the flows from the contributory drainage area within the proposed development and existing flows from offsite areas that are upstream from the development.
- b. The minimum inside diameter of pipe to be used in public storm sewer systems is 12 inches. Smaller pipe sizes may be used in private systems, subject to the approval of the *[community engineer]*.
- c. All storm sewer systems shall be designed taking into consideration the tailwater of the receiving facility or water resource. The tailwater elevation used shall be based on the design storm frequency. The hydraulic grade line for the storm sewer system shall be computed with consideration for the energy losses associated with entrance into and exit from the system, friction through the



- system, and turbulence in the individual manholes, catch basins, and junctions within the system.
- d. The inverts of all curb inlets, manholes, yard inlets, and other structures shall be formed and channelized to minimize the incidence of quiescent standing water where mosquitoes may breed.
 - e. Headwalls shall be required at all storm sewer inlets or outlets to and from open channels or lakes.
6. Water Resource Crossings. The following criteria shall be used to design structures that cross a water resource in the ~~community~~ City of Medina:
- a. Water resource crossings other than bridges shall be designed to convey the stream's flow for the minimum 25-year, 24-hour storm.
 - b. Bridges, open bottom arch or spans are the preferred crossing technique and shall be considered in the planning phase of the development. Bridges and open spans should be considered for all State Scenic Rivers, coldwater habitat, exceptional warmwater habitat, seasonal salmonid habitat streams, and Class III headwater streams. The footers or piers for these bridges and open spans shall not be constructed below the ordinary high water mark.
 - c. If a culvert or other closed bottom crossing is used, twenty-five (25) percent of the cross-sectional area or a minimum of 1 foot of box culverts and pipe arches must be embedded below the channel bed. The conduit or conveyance must to be sized to carry the 25-year storm under these conditions.
 - d. The minimum inside diameter of pipes to be used for crossings shall be 12 inches.
 - e. The maximum slope allowable shall be a slope that produces a 10-fps velocity within the culvert barrel under design flow conditions. Erosion protection and/or energy dissipaters shall be required to properly control entrance and outlet velocities.
 - f. All culvert installations shall be designed with consideration for the tailwater of the receiving facility or water resource. The tailwater elevation used shall be based on the design storm frequency.
 - g. Headwalls shall be required at all culvert inlets or outlets to and from open channels or lakes.
 - h. Streams with a drainage area of 5 square miles or larger shall incorporate floodplain culverts at the bankfull elevation to restrict head loss differences across the crossing so as to cause no rise in the 100-year storm event.
 - i. Bridges shall be designed such that the hydraulic profile through a bridge shall be



below the bottom chord of the bridge for either the 100-year, 24-hour storm, or the 100-year flood elevation as determined by FEMA, whichever is more restrictive.

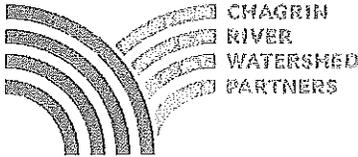
7. Overland flooding: Overland flood routing paths shall be used to convey stormwater runoff from the 100-year, 24-hour storm event to an adequate receiving water resource or SCM stormwater management practices such that the runoff is contained within the drainage easement for the flood routing path and does not cause flooding of buildings or related structures. The peak 100-year water surface elevation along flood routing paths shall be at least one foot below the finished grade elevation at the of all structures. When designing the flood routing paths, the conveyance capacity of the site's storm sewers shall be taken into consideration.
8. Compensatory flood storage mitigation: In order to preserve floodplain storage volumes and thereby avoid increases in water surface elevations, any filling within floodplains approved by the ~~feommunity~~City of Medina must be compensated by providing removing an equivalent storage volume of material. First consideration for the location(s) of compensatory floodplain volumes should be given to areas where the stream channel will have immediate access to the new floodplain within the limits of the development site. Consideration will also be given to enlarging existing or proposed retention basins to compensate for floodplain fill if justified by a hydraulic analysis of the contributing watershed. Unless otherwise permitted by the ~~feommunity~~City of Medina, reductions in volume due to floodplain fills must be mitigated within the legal boundaries of the development. Embankment slopes used in compensatory storage areas must reasonably conform to the natural slopes adjacent to the disturbed area. The use of vertical retaining structures is specifically prohibited.

NOTE: The Section #8 above should be coordinated with the community's riparian setback ordinance. The requirement for compensatory floodplain storage is only in effect when the riparian setback does not include the entire 100-year floodplain, when the community grants a variance that allows filling in the floodplain due to site constraints, or when the Community Engineer determines that stream or floodplain restoration is needed to meet the objectives of this regulation.

9. Velocity dissipation: Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall to provide non-erosive flow velocity from the structure to a water resource so that the natural physical and biological characteristics and functions of the water resource are maintained and protected.

C. Stormwater Quality Control:

1. Direct runoff to an SCM: The site shall be designed to direct runoff to one or more of the following SCMs stormwater management praetiees. These practices are listed in Table 2 of this regulation and shall be designed to meet the following general performance standards:
 - a. ~~Extended conveyance facilities that slow the rate of storm water runoff; filter and biodegrade pollutants in storm water; promote infiltration and evapotranspiration~~



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of storm water; and discharge the controlled runoff to a water resource. Extended detention facilities that detain stormwater; settle or filter particulate pollutants; and release the controlled stormwater to a water resource.

- b. Infiltration facilities that retain stormwater; promote settling, filtering, and biodegradation of pollutants; and infiltrate captured stormwater into the ground. The *[community engineer]* may require a soil engineering report to be prepared for the site to demonstrate that any proposed infiltration facilities meet these performance standards.

For sites less than five (5) acres, but required to create a comprehensive stormwater management plan, the *[community engineer]* may approve other SCMs if the applicant demonstrates to the *[community engineer's]* satisfaction that these SCMs meet the objectives of this regulation as stated in Section XXXX.09.C.6.

- c. For sites greater than five (5) acres, or less than five (5) acres but part of a larger common plan of development or sale which will disturb five (5) or more acres, the *[community engineer]* may approve other SCMs if the applicant demonstrates to the *[community engineer's]* satisfaction that these SCMs meet the objectives of this regulation as stated in Section XXXX.09.C.6, and has prior written approval from the Ohio EPA.
- d. For the construction of new roads and roadway improvement projects by public entities (i.e. the state, counties, townships, cities, or villages), the *[community engineer]* may approve SCMs not included in Table 2 of this regulation, but must show compliance with the current version of the Ohio Department of Transportation "*Location and Design Manual, Volume Two Drainage Design*".

NOTE: In Section (2) below the size of the water quality volume (WQv) orifice can be limited to 2.5 inches in extended detention ponds when drainage areas are too small to allow a practical WQv orifice size. Note: Per Rainwater and Land Development, the water quality volume (WQv) orifice shall be an anti-clogging or non-clogging design such as a reverse slope pipe or a perforated tile pipe with gravel filter. Alternatively, the community may encourage the use of other SCMs for smaller drainage areas.

2. Criteria applying to all SCMs stormwater management practices. SCMs chosen must be sized to treat the water quality volume (WQv) and to ensure compliance with Ohio Water Quality Standards (OAC Chapter 3745-1).
 - a. The WQv shall be equal to the volume of runoff from a 0.75 inch rainfall event and shall be determined according to one of the following methods:
 - (1) Through a site hydrologic study approved by the *[community engineer]* that uses continuous hydrologic simulation; site-specific hydrologic parameters, including impervious area, soil infiltration characteristics, slope, and surface routing characteristics; proposed SCMs controlling the amount and/or timing of runoff from the site; and local long-term hourly records, or

(2) Using the following equation:

$$WQ_v = C \cdot P \cdot A / 12$$

where terms have the following meanings:

- WQ_v = water quality volume in acre-feet
- C = runoff coefficient appropriate for storms less than 1 in.
- P = 0.75 inch precipitation depth
- A = area draining into the stormwater practice, in acres.

Runoff coefficients required by the Ohio Environmental Protection Agency (Ohio EPA) for use in determining the WQ_v can be determined using the list in Table 1 or using the following equation to calculate the runoff coefficient, if the applicant can demonstrate that appropriate controls are in place to limit the proposed impervious area of the development:

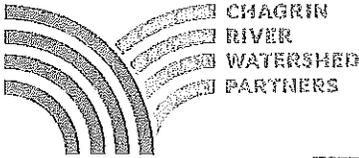
$$C = 0.858i^3 - 0.78i^2 + 0.774i + 0.04, \text{ where:}$$

i = fraction of the drainage area that is impervious

Table 1: Runoff Coefficients Based on the Type of Land Use

Land Use	Runoff Coefficient
Industrial & Commercial	0.8
High Density Residential (>8 dwellings/acre)	0.5
Medium Density Residential (4 to 8 dwellings/acre)	0.4
Low Density Residential (<4 dwellings/acre)	0.3
Open Space and Recreational Areas	0.2
Where land use will be mixed, the runoff coefficient should be calculated using a weighted average. For example, if 60% of the contributing drainage area to the stormwater treatment structure is Low Density Residential, 30% is High Density Residential, and 10% is Open Space, the runoff coefficient is calculated as follows $(0.6)(0.3) + (0.3)(0.5) + (0.1)(0.2) = (0.35)$	

- b. An additional volume equal to 20% of the WQ_v shall be incorporated into the stormwater practice for sediment storage. This volume shall be incorporated into the sections of stormwater practices where pollutants will accumulate.
- c. Each individual SCM must be sized to treat the WQ_v associated with its entire contributing drainage area. Exceptions to this may be granted by the community engineer and/or the OEPA on a case-by-case basis.
- d. Stormwater quality management practices shall be designed such that the drain time is long enough to provide treatment and protect against downstream bank erosion, but short enough to provide storage available for successive rainfall events as defined in Table 2.
- e. Sites within watersheds of coldwater habitat streams shall include SCMs to infiltrate the water quality volume or reduce the temperature of discharged runoff. SCMs that reduce the temperature of discharged runoff include



bioretention, permeable pavement, underground detention, and incorporation of shading and infiltration in parking lot design.

- f. Each practice shall be designed to facilitate sediment removal, vegetation management, debris control, and other maintenance activities defined in the Inspection Plan and Maintenance Agreement for the site.

Table 2: Draw Down Times for Stormwater Control Measures Management Practices

Best Management Practice Stormwater Control Measure	Drain Time of WQv
Infiltration Facilities Basin or Trench ¹	24– 48 hours
Permeable Pavement – Infiltration ¹	48 hours
Permeable Pavement – Extended Detention	24 hours
Extended Conveyance Facilities (Vegetated Swales, Filter Strips)	24 hours
▪ Vegetated Filter Strip with Berm	24 hours
▪ Enhanced Water Quality Swale	**
▪ Flow Through Design	
Extended Detention Facilities	
▪ Dry Extended Dry Detention Basins ²	48 hours
▪ Wet Extended Detention Basin ³	24 hours
▪ Pocket Wetland ⁴	24 hours
▪ Constructed Wetlands (above permanent pool) ⁴	24 hours
▪ Bioretention Area/Cell ^{5,6}	40 24 hours
▪ Sand and other Media Filtration ⁵	-40-24 hours
▪ Pocket Wetland ⁷	24 hours
¹ TPactices designed to fully infiltrate the WQ _v shall completely infiltrate empty within 48 hours so there is no standing or residual water to provide storage for subsequent storm events. ² _____ ^{**} Sized to pass a hydrograph with a volume equal to the WQ _v , a duration of 2 hours, peak rainfall intensity of 1 inch/hour at a depth of no more than 3 inches and have a minimum hydraulic residence time of 5 minutes. The use of this criterion is limited to sites where the total area disturbed is 5 acres or less. Prior approval from the <i>{Community Engineer}</i> is necessary to use this practice. For sites greater than five (5) acres or less than five (5) acres but part of a larger common plan of development or sale which will disturb five (5) or more acres, prior written approval is required from the Ohio EPA. ³ The use of a forebay and micropool is required on all dry extended dry detention basins. Each is to be sized at a minimum 10% of the WQ _v . ⁴ Provide both a permanent pool and an extended detention volume above the permanent pool, each sized with at least 0.75*WQ _v . ⁵ Extended detention shall be provided for the WQ _v above the permanent water pool. ⁶ The surface ponding area shall completely empty within 24 hours so that there is no standing water. Shorter drawdown times are acceptable as long as design criteria in <i>Rainwater and Land Development</i> have been met. ⁷ This includes grassed linear bioretention, which was previously titled enhanced water quality swale. ⁸ Pocket wetlands must have a wet pool equal to the WQ _v , with 25% of the WQ _v in a pool and 75% in marshes. The EDV ED _v above the permanent pool must be equal to the WQ _v .	

NOTE: This table is similar to that found in the Ohio EPA Construction General Permit. It has been re-ordered to match CRWP's recommended BMP categories and additional description of the "drain time" for vegetated swales and filter strips has been added. The "Flow Through Design" BMP is an Ohio EPA alternative practice and does require additional approvals from the Community Engineer and Ohio EPA depending the development site size, and can be removed from the table if necessary.



3. Additional criteria applying to infiltration facilities.
- a. ~~Infiltration facilities shall only be allowed if the soils of the facility fall within hydrologic soil groups A or B, if the seasonal high water table is at least three (3) feet below the final grade elevation, and any underlying bedrock is at least six feet below the final grade elevation. Infiltration facilities should be designed to meet all criteria in *Rainwater and Land Development*.~~
 - b. All runoff directed into an infiltration basin must first flow through a pretreatment practice such as a grass channel or filter strip to remove coarser sediments that could cause a loss of infiltration capacity.
 - c. During construction, all runoff from disturbed areas of the site shall be diverted away from the proposed infiltration basin site. No construction equipment shall be allowed within the infiltration basin site to avoid soil compaction.

Additional criteria applying to extended conveyance facilities:

~~Facilities shall be lined with fine turf forming, flood tolerant grasses.~~

~~Facilities designed according to the extended conveyance detention design drain time shall:~~

~~Not be located in areas where the depth to bedrock and/or seasonal high water table is less than 3 feet below the final grade elevation.~~

~~Only be allowed where the underlying soil consists of hydrologic soil group (HSG) A or B, unless the underlying soil is replaced by at least a 2.5 foot deep layer of soil amendment with a permeability equivalent to a HSG A or B soil and an underdrain system is provided.~~

~~Facilities designed according to the flow through design drain time shall:~~

~~Only be allowed on sites where:~~

~~The total area disturbed is 5 acres or less~~

~~The discharge rate from the BMP will have negligible hydrologic impacts to received waters as described in Chapter XXXX.09.C.6.b.~~

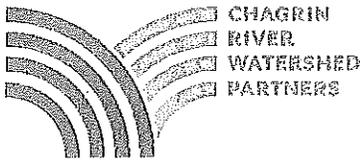
~~Prior written approval is given by the ~~community engineer~~; and~~

~~For sites greater than five (5) acres or less than five (5) acres but part of a larger common plan of development or sale which will disturb five (5) or more acres, prior written approval has been given by the Ohio EPA.~~

~~Be designed to slow and filter runoff flowing through the turf grasses with a maximum depth of flow no greater than 3 inches.~~

~~Be designed to have a minimum hydraulic residence time of 5 minutes.~~

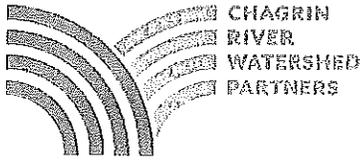
~~Concentrated runoff shall be converted to sheet flow, or a diffuse flow using a plunge pool, flow diffuser or level spreader, before entering an extended conveyance facility designed according to the flow through drain time.~~



4. Additional criteria for extended detention facilities:
- a. The outlet shall be designed to not release more than the first half of the water quality volume in less than 1/3rd of the drain time. ~~A valve shall be provided to drain any permanent pool volume for removal of accumulated sediments.~~ The outlet shall be designed to minimize clogging, vandalism, maintenance, and promote the capture of floatable pollutants.
 - b. The basin design shall incorporate the following features to maximize multiple uses, aesthetics, safety, and maintainability:
 - (1) Basin side slopes above the permanent pool shall have a run to rise ratio of 4:1 or flatter.
 - (2) The perimeter of all permanent pool areas deeper than 4 feet shall be surrounded by an aquatic bench that extends at least 8 feet and no more than 15 feet outward from the normal water edge. The 8 feet wide portion of the aquatic bench closest to the shoreline shall have an average depth of 6 inches below the permanent pool to promote the growth of aquatic vegetation. The remainder of the aquatic bench shall be no more than 15 inches below the permanent pool to minimize drowning risk to individuals who accidentally or intentionally enter the basin, and to limit growth of dense vegetation in a manner that allows waves and mosquito predators to pass through the vegetation. The maximum slope of the aquatic bench shall be 10 (H) to 1 (V). The aquatic bench shall be planted with hearty ~~native~~ plant ~~species~~ comparable to wetland vegetation that are able to withstand prolonged inundation. ~~The use of invasive plant species is prohibited.~~
 - (3) A forebay designed to allow larger sediment particles to settle shall be placed at basin inlets. The forebay and micropool volume shall be equal to at least 10% of the water quality volume (WQv).
 - (4) ~~Detention basins shall be provided with an emergency drain, where practicable, so that the basin may be emptied if the primary outlet becomes clogged and/or to drain the permanent pool to facilitate maintenance. The emergency drain should be designed to drain by gravity where possible.~~

Note: The section below identifies the criteria that are currently be used by the Ohio EPA to assess the equivalency of alternative practices that are not listed in Table 2. This section can be modified to meet the needs of the Community.

5. Criteria for the Acceptance of Alternative post-construction SCMs: The applicant may request approval from the *[community engineer]* for the use of alternative structural post-construction SCMs if the applicant shows to the satisfaction of the *[community engineer]* that these SCMs are equivalent in pollutant removal and runoff flow/volume reduction effectiveness to those listed in Table 2. If the site is greater than five (5) acres, or less



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than five (5) acres but part of a larger common plan of development or sale which will disturb five (5) or more acres, prior approval from the Ohio EPA is necessary. To demonstrate the equivalency, the applicant must show:

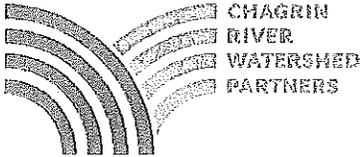
- a. The alternative SCM has a minimum total suspended solid (TSS) removal efficiency of 80 percent, using the Level II Technology Acceptance Reciprocity Partnership (TARP) testing protocol.
- b. The water quality volume discharge rate from the selected SCM is reduced to prevent stream bed erosion, unless there will be negligible hydrologic impact to the receiving surface water of the State. The discharge rate from the SCM will have negligible impacts if the applicant can demonstrate one of the following conditions:
 - (1) The entire water quality volume is recharged to groundwater.
 - (2) The development will create less than one acre of impervious surface.
 - (3) The development project is a redevelopment project with an ultra-urban setting, such as a downtown area, or on a site where 100 percent of the project area is already impervious surface and the stormwater discharge is directed into an existing storm sewer system.
 - (4) The stormwater drainage system of the development discharges directly into a large river of fourth order or greater or to a lake, and where the development area is less than 5 percent of the water area upstream of the development site, unless a Total Maximum Daily Load (TMDL) has identified water quality problems in the receiving surface water of the State.

D. Stormwater Quantity Control: The Comprehensive Stormwater Management Plan shall describe how the proposed SCMs stormwater management practices are designed to meet the following requirements for stormwater quantity control for each watershed in the development:

1. The peak discharge rate of runoff from the Critical Storm and all more frequent storms occurring under post-development conditions shall not exceed the peak discharge rate of runoff from a 1-year, 24-hour storm occurring on the same development drainage area under pre-development conditions.
2. Storms of less frequent occurrence (longer return periods) than the Critical Storm, up to the 100-year, 24-hour storm shall have peak runoff discharge rates no greater than the peak runoff rates from equivalent size storms under pre-development conditions. The 1, 2, 5, 10, 25, 50, and 100-year storms shall be considered in designing a facility to meet this requirement.
3. The Critical Storm for each specific development drainage area shall be determined as follows:
 - a. Determine, using a curve number-based hydrologic method that generates

hydrographs, or other hydrologic method approved by the [community engineer], the total volume (acre-feet) of runoff from a 1-year, 24-hour storm occurring on the development drainage area before and after development. These calculations shall meet the following standards:

- (1) Calculations shall include the lot coverage assumptions used for full build out as proposed.
- (2) Calculations shall be based on the entire contributing watershed to the development area.
- (3) Model pervious, directly connected impervious and disconnected impervious areas as separate subwatersheds.
- (4) Drainage area maps shall include area, curve number, time of concentrations. Time of concentration shall also show the flow path and the separation in flow type.
- (5) Rainfall Depth - For the most accurate, up-to-date, location-specific rainfall data for stormwater design, use the Precipitation-Frequency Atlas of the United States, NOAA Atlas 14, Vol 2(3). [available online: <http://hdsc.nws.noaa.gov/hdsc/pfds/>]
- (6) Temporal Distribution - Use the SCS Type II rainfall distribution for all design events with a recurrence interval greater than 1 year. Include lot coverage assumptions used for full build out of the proposed condition.
- (7) Curve numbers for the pre-development condition shall reflect the average type of land use over the past 10 years and not only the current land use.
 - i. Pre-development Curve Numbers - For wooded or brushy areas, use listed values from TR-55 NRCS USDA Urban Hydrology for Small Watersheds, 1986 in good hydrologic condition. For meadows, use listed values. For all other areas (including all types of agriculture), use pasture, grassland, or range in good hydrologic condition.
 - ii. Post-development Curve Numbers - Open space areas shall use post-construction HSGs from *Rainwater and Land Development* unless the soil is amended after development according to the following protocol: till the subsoil to 15-18 inches, then till using a chisel spader, or rotary tillage and incorporate compost through top 12 inches, replace topsoil to a minimum depth of 4 inches. All undisturbed areas or open space with amended soils shall be treated as "open space in good condition."
- (8) Time of Concentration - Use velocity based methods from (TR-55 NRCS USDA Urban Hydrology in Small Watersheds, 1986) to estimate travel time (Tt) for overland (sheet) flow, shallow concentrated flow and channel flow.



- i. Maximum sheet flow length is 100 ft.
- ii. Use the appropriate "unpaved" velocity equation for shallow concentrated flow from Soil Conservation Service National Engineering Handbook Section 4 – Hydrology (NEH-4).

(9) The volume reduction provided by permeable pavement, bioretention, or other LID SCMs may be subtracted from the post development stormwater volume. Volume reductions for these practices may be demonstrated using methods outlined in *Rainwater and Land Development* or a hydrologic model acceptable to the [community engineer].

- b. To account for future post-construction improvements to the site, calculations shall assume an impervious surface such as asphalt or concrete for all parking areas and driveways, regardless of the surface proposed in the site description except in instances of engineered permeable pavement systems. From the volume determined in Section XXXX.09(D)(3)(a), determine the percent increase in volume of runoff due to development. Using the percentage, select the 24-hour Critical Storm from Table 3.

Table 3: 24-Hour Critical Storm

If the Percentage of Increase in Volume of Runoff is:		The Critical Storm will be:
Equal to or Greater Than:	and Less Than:	
----	10	1 year
10	20	2 year
20	50	5 year
50	100	10 year
100	250	25 year
250	500	50 year
500	---	100 year

For example, if the percent increase between the pre- and post-development runoff volume for a 1-year storm is 35%, the Critical Storm is a 5-year storm. The peak discharge rate of runoff for all storms up to this frequency shall be controlled so as not to exceed the peak discharge rate from the 1-year frequency storm under pre-development conditions in the development drainage area. The post-development runoff from all less frequent storms need only be controlled to meet pre-development peak discharge rates for each of those same storms.

E. Stormwater Management on Redevelopment Projects

1. Comprehensive Stormwater Management Plans for redevelopment projects shall reduce

existing site impervious areas by at least 20 percent. A one-for-one credit towards the 20 percent net reduction of impervious area can be obtained through the use of pervious pavement and/or green roofs. Where site conditions prevent the reduction of impervious area, SCMs stormwater management practices shall be implemented to provide stormwater quality control facilities for treat at least 20 percent of the WQv-site's impervious area.

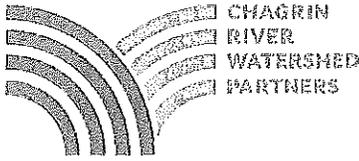
Alternate to XXXX.09(E)(1): Comprehensive Stormwater Management Plans for redevelopment projects must accomplish one of the following options:

- a. Reduce existing site impervious areas by at least 25 percent, a one-for-one credit towards the 25 percent net reduction of impervious area can be obtained through the use green roofs.
- b. Infiltrate at least 25 percent of the WQv.
- c. Capture, treat and release 50 percent of the WQv.

2. When a combination of impervious area reduction and storm water quality control facilities are used, the combined area shall equal or exceed 20 percent of the site. When a combination of impervious area reduction and stormwater quality control facilities are used, ensure a 20 percent net reduction of the site impervious area, provide for treatment of at least 20 percent of the WQv, or a combination of the two. *Note: Delete this provision if adopting alternate language in green for XXXX.09(E)(1) above.*
3. Where projects are a combination of new development and redevelopment, the total water quality volume required to that must be treated shall be calculated by a weighted average based on acreage, with the new development at 100 percent water quality volume and redevelopment at 20 percent. **Note: If community is adopting alternate redevelopment requirement in green for XXXX.09(E)(1), use following replacement language:** Where projects are a combination of new development and redevelopment, the total water quality volume required to be treated shall be calculated by a weighted average based on acreage, with the new development at 100 percent water quality volume and redevelopment at 25% infiltration of the WQv or 50% treatment of the WQv.
4. Where conditions prevent impervious area reduction or on-site stormwater management for redevelopment projects, practical alternatives as detailed in Section XXXX.10 may be approved by the [community engineer].

XXXX.10 ALTERNATIVE ACTIONS

- A. When the [community] *City of Medina* determines that site constraints compromise the intent of this regulation, off-site alternatives may be used that result in an improvement of water quality and a reduction of stormwater quantity. Such alternatives shall meet the following standards:
 1. Shall achieve the same level of stormwater quantity and quality control that would be achieved by the on-site controls required under this regulation.
 2. Implemented in the same Hydrologic Unit Code (HUC) 14-12 watershed unit as the proposed development project.

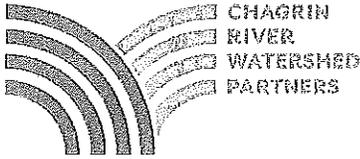


3. The mitigation ratio of the water quality volume is 1.5 to 1 or the water quality volume at the point of retrofit, whichever is greater.
 4. An inspection and maintenance agreement as described in Chapter XXXX.08.D.10 is established to ensure operations and treatment in perpetuity.
 5. Obtain prior written approval from Ohio EPA.
- B. Alternative actions may include, but are not limited to the following. All alternative actions shall be approved by the *[community engineer]*:
1. Fees, in an amount specified by the *[community]*/City of Medina to be applied to community-wide SCMs ~~stormwater management practices~~.
 2. Implementation of off-site SCMs ~~stormwater management practices~~ and/or the retrofit of an existing practice to increase quality and quantity control.
 3. Stream, floodplain, or wetland restoration.
 4. Acquisition or conservation easements on protected open space significantly contributing to stormwater control such as wetland complexes.

XXXX.11 EASEMENTS

Access to SCMs ~~stormwater management practices~~ as required by the *[community engineer]* for inspections and maintenance shall be secured by easements. The following conditions shall apply to all easements:

- A. Easements shall be included in the Inspection and Maintenance Agreement submitted with the Comprehensive Stormwater Management Plan.
- B. Easements shall be approved by the *[community]*/City of Medina prior to approval of a final plat and shall be recorded with the *[county]*/Medina Auditor and on all property deeds.
- C. Unless otherwise required by the *[community engineer]*, access easements between a public right-of-way and all SCMs ~~stormwater management practices~~ shall be no less than 25-feet wide. The easement shall also incorporate the entire practice plus an additional 25-foot wide band around the perimeter of the SCM ~~stormwater management practices~~.
- D. The easement shall be graded and/or stabilized as necessary to allow maintenance equipment to access and manipulate around and within each facility, as defined in the Inspection and Maintenance Agreement for the site.
- E. Easements to structural SCMs ~~stormwater management practices~~ shall be restricted against the construction therein of buildings, fences, walls, and other structures that may obstruct the free flow of stormwater and the passage of inspectors and maintenance equipment; and against the changing of final grade from that described by the final grading plan approved by the *[community]*/City of Medina. Any re-grading and/or obstruction placed within a maintenance easement may be removed by the *[community]*/City of Medina at the property owners' expense.



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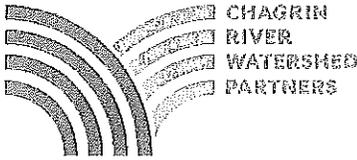
XXXX.12 MAINTENANCE AND FINAL INSPECTION APPROVAL

To receive final inspection and acceptance of any project, or portion thereof, the following must be completed by the applicant and provided to the *[community engineer]*:

- A. Final stabilization must be achieved and all permanent SCMs ~~stormwater management practices~~ must be installed and made functional, as determined by the *[community engineer]* and per the approved Comprehensive Stormwater Management Plan.
- B. An As-Built Certification, including a ~~As-Built Survey and Inspection~~, must be sealed, signed and dated by a Professional Engineer and a Professional Surveyor with a statement certifying that the stormwater control measures ~~management practices~~, as designed and installed, meet the requirements of the Comprehensive Stormwater Management Plan approved by the *[community engineer]*. In evaluating this certification, the *[community engineer]* may require the submission of a new set of stormwater practice calculations if he/she determines that the design was altered significantly from the approved Comprehensive Stormwater Management Plan. The As-Built Survey must provide the location, dimensions, and bearing of such practices and include the entity responsible for long-term maintenance as detailed in the Inspection and Maintenance Agreement.
- C. A copy of the complete and recorded Inspection and Maintenance Plan and Inspection and Maintenance Agreement as specified in Section XXXX.08 must be provided to the *[community engineer]*.

XXXX.13 ON-GOING INSPECTIONS

The owner ~~feommunity~~City of Medina shall inspect SCMs ~~stormwater management practices~~ periodically-regularly as described in the Inspection and Maintenance Plan and Inspection and Maintenance Agreement. The ~~feommunity~~City of Medina has the authority to enter upon the property to conduct inspections as necessary, with prior notification of the property owner, to verify that the SCMs are being maintained and operated in accordance with this regulation. Upon finding a malfunction or other need for maintenance or repair, the ~~feommunity~~City of Medina shall provide written notification to the responsible party, as detailed in the Inspection and Maintenance Agreement, of the need for maintenance. Upon notification, the responsible party shall have *five (5) working days*, or other mutually agreed upon time, to make repairs or submit a plan with detailed action items and established timelines. Should repairs not be made within this time, or a plan approved by the *[community engineer]* for these repairs not in place, the ~~feommunity~~City of Medina may undertake the necessary repairs and assess the responsible party.



XXXX.14 FEES

The Comprehensive Stormwater Management Plan review, filing, and inspection fee is part of a complete submittal and is required to be submitted to the ~~feommunity~~City of Medina before the review process begins. The ~~[community engineer]~~ shall establish a fee schedule based upon the actual estimated cost for providing these services.

XXXX.15 BOND

A. If a Comprehensive Stormwater Management Plan is required by this regulation, soil-disturbing activities shall not be permitted until a cash bond of *5% of the total project cost* has been deposited with the ~~feommunity~~City of Medina Finance Department. This bond shall be posted for the ~~feommunity~~City of Medina to perform the obligations otherwise to be performed by the owner of the development area as stated in this regulation and to allow all work to be performed as needed in the event that the applicant fails to comply with the provisions of this regulation. The stormwater bond will be returned, less ~~feommunity~~City of Medina administrative fees as detailed in Chapter XXXX of the ~~feommunity~~City of Medina Codified Ordinances, when the following three criteria are met:

1. After 80% of the lots of the project have been complete or 100% of the total project has been permanently stabilized or three (3) years from the time of permanent stabilization have passed.
2. An As-Built Inspection of all ~~water quality practices~~ stormwater control measures as described in ~~XXXX.12~~ ~~pass an As-Built Inspection conducted~~ is approved by the ~~[community engineer]~~.
3. An Inspection and Maintenance Plan has been approved by the ~~feommunity~~City of Medina and Inspection and Maintenance Agreement has been signed by the developer, the contractor, the ~~feommunity~~City of Medina, and the private owner or homeowners association who will take long term responsibility for these SCMs, is accepted by the ~~[community engineer]~~.

B. Once these criteria are met, the applicant shall be reimbursed all bond monies that were not used for any part of the project. If all of these criteria are not met after three years of permanent stabilization of the site, the ~~feommunity~~City of Medina may use the bond monies to fix any outstanding issues with all stormwater management structures on the site and the remainder of the bond shall be given to the private lot owner/ homeowners association for the purpose of long term maintenance of the project.

XXXX.16 INSTALLATION OF WATER QUALITY STORMWATER CONTROL MEASURES BEST MANAGEMENT PRACTICES

The applicant may not direct runoff through any water quality structures or portions thereof that would be degraded by construction site sediment until the entire area tributary to the structure has reached final stabilization as determined by the ~~[community engineer]~~. This occurs after the completion of the final grade at the site, after all of the utilities are installed, and the site is subsequently stabilized with vegetation or other appropriate methods. The developer must provide documentation acceptable to the ~~[community engineer]~~ to demonstrate that the site is completely stabilized. Upon this proof of



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compliance, the water quality structure(s) may be completed and placed into service. Upon completion of installation of these practices, all disturbed areas and/or exposed soils caused by the installation of these practices must be stabilized within 2 days.

XXXX.17 VIOLATIONS

No person shall violate or cause or knowingly permit to be violated any of the provisions of this regulation, or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to this regulation, or knowingly use or cause or permit the use of any lands in violation of this regulation or in violation of any permit granted under this regulation.

XXXX.18 APPEALS

Any person aggrieved by any order, requirement, determination, or any other action or inaction by the ~~feommunity~~City of Medina in relation to this regulation may appeal to the court of common pleas. Such an appeal shall be made in conformity with ~~insert appropriate Ohio Revised Code sections~~. Written notice of appeal shall be served on the ~~feommunity~~City of Medina.

XXXX.99 PENALTY

- A. Any person, firm, entity or corporation; including but not limited to, the owner of the property, his agents and assigns, occupant, property manager, and any contractor or subcontractor who violates or fails to comply with any provision of this regulation is guilty of a misdemeanor of the third degree and shall be fined no more than five hundred dollars (\$500.00) or imprisoned for no more than sixty (60) days, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.
- B. The imposition of any other penalties provided herein shall not preclude the ~~feommunity~~City of Medina instituting an appropriate action or proceeding in a Court of proper jurisdiction to prevent an unlawful development, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, ordinances, rules, or regulations, or the orders of the ~~feommunity~~City of Medina.



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MODEL ORDINANCE FOR EROSION AND SEDIMENT CONTROL

PLEASE NOTE

- Ohio EPA's Phase II Program requires erosion and sediment control and post-construction stormwater management. This model ordinance ONLY addresses the construction site erosion and sediment control portion of these NPDES requirements. Phase II communities must implement separate post-construction stormwater management regulations under their Phase II Stormwater Management Programs. This model was updated to include changes to Ohio EPA's erosion and sediment control requirements in Ohio EPA Permit #OHC000004 effective April 21, 2013.
- As detailed in Section ~~XXXX~~.06, this model ordinance relies on county soil and water conservation districts for plan review in conjunction with community engineers. Please review these roles in your community and adjust the language in this model code accordingly.
- All areas highlighted in bold/italics must be addressed and/or adjusted when tailoring this model to your community.
- All definitions should be reviewed for consistency with other code provisions when tailoring this model to your community.
- Text highlighted yellow must be added and ~~red-strikethrough text~~ deleted to maintain compliance with Ohio EPA Permit #OHC000004 effective April 21, 2013. CRWP recommendations to assist communities with improving stormwater management are highlighted green. Adopting these recommendations may help communities address the Total Maximum Daily Load (TMDL) requirements of their Municipal Separate Storm Sewer (MS4) permit.
- "Storm water" has been replaced with "stormwater" throughout the model code.
- This model is a collaborative effort of CRWP and the Lake County Soil and Water Conservation District and has been reviewed for Phase II compliance by Ohio EPA. Funding for revisions to create the 2015 version of this model code was provided by the National Estuarine Research Reserve System Science Collaborative and the Lake Erie Protection Fund. The monies for the LEPF are supported by citizens of Ohio through their purchase of the Lake Erie License Plate.

WHEREAS, soil is most vulnerable to erosion by wind and water during soil disturbing activities and this eroded soil necessitates repair of sewers and ditches and dredging of rivers, harbors, and lakes; accelerates downstream bank erosion and damage to public and private property; damages water resources and wetlands by reducing water quality; and causes the siltation of aquatic habitat; and

WHEREAS, communities throughout the watershed(s) in which the *City of Medina* is located have experienced and continue to experience costs associated with inadequate erosion and sediment control and increased State and Federal regulation; and



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WHEREAS, there are watershed-wide efforts to reduce sedimentation in the [rivers to which community drains] and to protect and enhance the unique water resources or wetlands of the [rivers to which community drains] watershed(s);

WHEREAS, the United States Environmental Protection Agency has approved a Total Maximum Daily Load for [applicable TMDLs] in the [rivers to which community drains] watershed(s); [Use the TMDL Community Identifier Table at [http://www.neohiostormwater.com/to identify applicable TMDLs for your community](http://www.neohiostormwater.com/to_identify_applicable_TMDLs_for_your_community)]

WHEREAS, the *City of Medina* is a member of the (insert names of watershed organizations or utilities in which the community is participating. Remove this statement if there is no participation) and recognizes its obligation as a part of these watersheds/organizations to reduce sedimentation and to protect water quality by controlling soil disturbing activities within its borders; and

WHEREAS, 40 C.F.R. Parts 9, 122, 123 and 124, referred to as NPDES Stormwater Phase II, require designated communities, including the *City of Medina* to develop and implement a Stormwater Management Program to address, among other components, erosion and sediment control during soil disturbing activities; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the legal authority to adopt rules to abate soil erosion and water pollution by soil sediments; and

NOW, THEREFORE BE IT ORDAINED by the Council of *City of Medina*, county of *Medina*, State of Ohio, that:

SECTION 1: Codified Ordinance *Chapter XXXX Erosion and Sediment Control*, is hereby adopted to read in total as follows:

**CHAPTER XXXX
EROSION AND SEDIMENT CONTROL**

XXXX.01 PURPOSE AND SCOPE

- (a) The purpose of this regulation is to establish technically feasible and economically reasonable standards to achieve a level of erosion and sediment control that will minimize damage to property and degradation of water resources and wetlands, and will promote and maintain the health and safety of the citizens of *City of Medina*:
- (b) This regulation will:
 - (1) Allow development while minimizing increases in erosion and sedimentation.
 - (2) Reduce water quality impacts to receiving water resources and wetlands that may be caused by new development or redevelopment activities.
- (c) This regulation applies to all parcels used or being developed, either wholly or partially, for new or relocated projects involving highways, underground cables, or pipelines; subdivisions or larger common plans of development; industrial, commercial, institutional, or residential projects; building activities on farms; redevelopment activities; general clearing; and all other uses that are not specifically exempted in Section XXXX.01 (d).



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- (d) This regulation does not apply to activities regulated by, and in compliance with, the Ohio Agricultural Sediment Pollution Abatement Rules.

XXXX.02 DEFINITIONS

For purpose of this regulation, the following terms shall have the meaning herein indicated:

- (a) ABBREVIATED STORMWATER POLLUTION PREVENTION PLAN (ABBREVIATED SWP3): The written document that sets forth the plans and practices to be used to meet the requirements of this regulation. *[Lake County Communities – replace Stormwater Pollution Prevention Plan with Erosion and Sediment Control Plan]*
- (b) ACRE: A measurement of area equaling 43,560 square feet.
- (c) ADMINISTRATOR: The person or entity having the responsibility and duty of administering and ensuring compliance with this regulation.
- (d) BEST MANAGEMENT PRACTICES (BMPs): Also STORMWATER CONTROL MEASURE (SCM). Schedule of activities, prohibitions of practices, maintenance procedures, and other management practices (both structural and non-structural) to prevent or reduce the pollution of water resources and wetlands. BMPs also include treatment requirements, operating procedures, and practices to control facility and/or construction site runoff, spillage or leaks, sludge or waste disposal; or drainage from raw material storage.
- (e) COMMENCEMENT OF CONSTRUCTION: The initial disturbance of soils associated with clearing, grubbing, grading, placement of fill, or excavating activities or other construction activities.
- (f) COMMUNITY: Throughout this regulation, this shall refer to *City of Medina*, its designated representatives, boards, or commissions.
- (g) CONCENTRATED STORMWATER RUNOFF: Any stormwater runoff that flows through a drainage pipe, ditch, diversion, or other discrete conveyance channel.
- (h) CONSTRUCTION ENTRANCE: The permitted points of ingress and egress to development areas regulated under this regulation.
- (i) *[Lake County Communities]* CRITICAL AREA: Any area the disturbance of which would cause soil erosion and sediment runoff and damage to private properties, water courses, storm sewers or public lands due to topography, soil type, hydrology, or proximity to a water course. These areas include, but are not limited to, riparian areas, wetlands, and highly erodible soils.
- (j) DEVELOPMENT AREA: A parcel or contiguous parcels owned by one person or persons, or operated as one development unit, and used or being developed for commercial, industrial, residential, institutional, or other construction or alteration that changes runoff characteristics.
- (k) DEWATERING VOLUME: See current *Ohio Rainwater and Land Development Manual*.
- (l) DISCHARGE: The addition of any pollutant to surface waters of the state from a point source.
- (m) DISTURBANCE: Any clearing, grading, excavating, filling, or other alteration of land surface where natural or man-made cover is destroyed in a manner that exposes the underlying soils.

- (n) **DISTURBED AREA:** An area of land subject to erosion due to the removal of vegetative cover and/or soil disturbing activities such as grading, excavating, or filling.
- (o) **DRAINAGE:** (1) The area of land contributing surface water to a specific point. (2) The removal of excess surface water or groundwater from land by surface or subsurface drains.
- (p) **DRAINAGE WATERSHED:** (1) The area of land contributing surface water to a specific point or BMP. This includes any off site drainage. (2) The removal of excess surface water or groundwater from land by surface or subsurface drains. For the purpose of this regulation the total contributing drainage area to a BMP, i.e., the “watershed” directed to the practice. This includes offsite contributing drainage.
- (q) **DRAINAGE WAY:** A natural or manmade channel, ditch, or waterway that conveys surface water in a concentrated manner by gravity.
- (r) **EROSION:** The process by which the land surface is worn away by the action of wind, water, ice, gravity, or any combination of those forces.
- (s) **EROSION AND SEDIMENT CONTROL:** The control of soil, both mineral and organic, to minimize the removal of soil from the land surface and to prevent its transport from a disturbed area by means of wind, water, ice, gravity, or any combination of those forces.
- (t) **[Lake County Communities]: EROSION AND SEDIMENT CONTROL PLAN:** The written document meeting the requirements of this regulation which sets forth the plans and practices to be used to minimize soil erosion and prevent off-site disposal of soil sediment by containing sediment on-site or bypassing sediment-laden runoff through a sediment control measure during and after land development.
- (u) **FINAL STABILIZATION:** All soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a density of at least 80% coverage for the area has been established or equivalent stabilization measures, such as the use of mulches or geotextiles, have been employed. In addition, all temporary erosion and sediment control practices are removed and disposed of and all trapped sediment is permanently stabilized to prevent further erosion. Final stabilization also requires the installation of permanent (post-construction) stormwater control measures (SCMs).
- (v) **GRADING:** The excavating, filling, or stockpiling of earth material, or any combination thereof, including the land in its excavated or filled condition.
- (w) **GRUBBING:** removing or grinding of roots, stumps and other unwanted material below existing grade.
- (x) **IMPERVIOUS:** That which does not allow infiltration.
- (y) **LANDSCAPE ARCHITECT:** A Professional Landscape Architect registered in the State of Ohio.
- (z) **LARGER COMMON PLAN OF DEVELOPMENT OR SALE:** A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.



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- (aa) ~~MAXIMUM EXTENT PRACTICABLE (MEP): The level of pollutant reduction that site owners of small municipal separate storm sewer systems regulated under 40 C.F.R. Parts 9, 122, 123, and 124, referred to as NPDES Stormwater Phase II, must meet. The technology-based discharge standard for Municipal Separate Storm Sewer Systems to reduce pollutants in storm water discharges that was established by the Clean Water Act §402(p). A discussion of MEP as it applies to small MS4s is found in 40 CFR 122.34.~~
- (bb) ~~MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4): A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that are:~~
- a. ~~Owned or operated by the federal government, state, municipality, township, county, district, or other public body (created by or pursuant to state or federal law) including a special district under state law such as a sewer district, flood control district or drainage districts, or similar entity, or a designated and approved management agency under Section 208 of the Federal Water Pollution Control Act that discharges into surface waters of the state; and~~
 - b. ~~Designed or used for collecting or conveying solely stormwater,~~
 - c. ~~Which is not a combined sewer, and~~
 - d. ~~Which is not a part of a publicly owned treatment works.~~
- (cc) ~~NPDES: NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES): A regulatory program in the Federal Clean Water Act that prohibits the discharge of pollutants into surface waters of the United States without a permit. The national program for issuing, modifying, revoking and reissuing, termination, monitoring and enforcing permits and enforcing pretreatment requirements, under sections 307, 402, 318, 405 under the Clean Water Act.~~
- (dd) ~~OPERATOR: Any party associated with a construction project that meets either of the following two criteria:~~
- a. ~~The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or~~
 - b. ~~The party has day-to-day operational control of those activities at a project which are necessary to ensure compliance with A Stormwater Pollution Prevention Plan (SWP3) for the site or other permit conditions (e.g. they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions.~~
- (ee) ~~SITE-OWNER OR OPERATOR: The owner or operator of any "facility or activity" subject to regulation under the NPDES program.~~
- (ff) ~~SUBDIVISIONS, MAJOR AND MINOR: See Ohio Administrative Code 711.001 for definition.~~
- (gg) ~~PARCEL: Means a tract of land occupied or intended to be occupied by a use, building or group of buildings and their accessory uses and buildings as a unit, together with such open spaces and driveways as are provided and required. A parcel may contain more than one contiguous lot individually identified by a 'Permanent Parcel Number' assigned by the Medina County Auditor's Office.~~
- (hh) ~~PERCENT IMPERVIOUSNESS: The impervious area created divided by the total area of the project site.~~
- (ii) ~~PERMANENT STABILIZATION: Establishment of permanent vegetation, decorative landscape mulching, matting, sod, rip rap, and landscaping techniques to provide permanent erosion control~~



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on areas where construction operations are complete or where no further disturbance is expected for at least one year.

- (jj) PERSON: Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof.
- (kk) PHASING: Clearing a parcel of land in distinct sections, with the stabilization of each section before the clearing of the next.
- (ll) POINT SOURCE: Any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or the floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.
- (mm) PRE-CONSTRUCTION MEETING: A meeting between the *City of Medina* and all principle parties, prior to the start of any construction, at a site that requires a Stormwater Pollution Prevention Plan [*Lake County Communities: Erosion and Sediment Control Plan*].
- (nn) PRE-WINTER STABILIZATION MEETING: A meeting between the *City of Medina* and all principal parties, prior to October 1, in order to plan winter erosion and sediment controls for a site that requires a Stormwater Pollution Prevention Plan [*Lake County Communities: Erosion and Sediment Control Plan*].
- (oo) PROFESSIONAL ENGINEER: A Professional Engineer registered in the State of Ohio.
- (pp) QUALIFIED INSPECTION PERSONNEL: A person knowledgeable in the principles and practice of erosion and sediment controls, who possess the skills to assess all conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any sediment and erosion control measure selected to control the quality of stormwater discharges from the construction activity.
- (qq) RAINWATER AND LAND DEVELOPMENT: Ohio's standards for stormwater management, land development, and urban stream protection. The most current edition of these standards shall be used with this regulation.
- (rr) RIPARIAN AREA: The transition area between flowing water and terrestrial (land) ecosystems composed of trees, shrubs and surrounding vegetation which serve to stabilize erodible soil, improve both surface and ground water quality, increase stream shading and enhance wildlife habitat.
- (ss) RUNOFF: The portion of rainfall, melted snow, or irrigation water that flows across the ground surface and is eventually conveyed to water resources or wetlands.
- (tt) RUNOFF COEFFICIENT: The fraction of rainfall that will appear at the conveyance as runoff.
- (uu) SEDIMENT: The soils or other surface materials that are transported or deposited by the action of wind, water, ice, gravity, or any combination of those forces, as a product of erosion.
- (vv) SEDIMENTATION: The deposition or settling of sediment.



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- (ww)SEDIMENT SETTLING POND: A sediment trap, sediment basin or permanent basin that has been temporarily modified for sediment control, as described in the latest edition of *Rainwater and Land Development*.
- (xx)SEDIMENT STORAGE VOLUME: See current edition of *Rainwater and Land Development*.
- (yy)SETBACK: A designated transition area around water resources and wetlands that is left in a natural, usually vegetated, state to protect the water resources and wetlands from runoff pollution. Soil disturbing activities in this area are restricted by this regulation.
- (zz)SOIL DISTURBING ACTIVITY: Clearing, grading, excavating, filling, grubbing or stump removal that occurs during clearing or timber activities, or other alteration of the earth's surface where natural or human made ground cover is destroyed and that may result in, or contribute to, erosion and sediment pollution.
- (aaa)SOIL & WATER CONSERVATION DISTRICT: An entity organized under Chapter 1515 of the Ohio Revised Code referring to either the Soil and Water Conservation District Board or its designated employee(s). Hereafter referred to as *Medina* SWCD.
- (bbb)STABILIZATION: The use of BMPs, such as seeding and mulching, that reduce or prevent soil erosion by water, wind, ice, gravity, or a combination of those forces.
- (ccc)STEEP SLOPES: Slopes that are 15 percent or greater in grade. NOTE: If otherwise defined in community zoning, use community definition.
- (ddd)STORMWATER POLLUTION PREVENTION PLAN (SWP3): The written document that sets forth the plans and practices to be used to meet the requirements of this regulation. [Lake County Communities: This typically contains the erosion and sediment control plan for the site.]
- (eee)STORMWATER: Stormwater runoff, snow melt and surface runoff and drainage.
- (fff)SURFACE OUTLET: A dewatering device that only draws water from the surface of the water.
- (ggg)SURFACE WATERS OF THE STATE: Also Water Resource or Water Body: Anyll-streams, lakes, reservoirs, pond, marshes, wetlands, or other waterways situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the Ohio Revised Code are not included.
- (hhh)TEMPORARY STABILIZATION: The establishment of temporary vegetation, mulching, geotextiles, sod, preservation of existing vegetation, and other techniques capable of quickly establishing cover over disturbed areas to provide erosion control between construction operations.
- (iii) TOPSOIL: The upper layer of the soil that is usually darker in color and richer in organic matter and nutrients than subsoil.
- (jjj)TOTAL MAXIMUM DAILY LOAD: The sum of the existing and/or projected point source, nonpoint source, and background loads for a pollutant to a specified watershed, water resource or wetland, or water resource or wetland segment. A TMDL sets and allocates the maximum amount of a pollutant that may be introduced into the water and still ensure attainment and maintenance of water quality standard.



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(kkk)UNSTABLE SOILS: A portion of land that is identified by the *City of Medina* Engineer as prone to slipping, sloughing, or landslides, or is identified by the U.S. Department of Agriculture Natural Resource Conservation Service methodology as having a low soil strength.

(lll) Water Quality Volume (WQv): The volume of stormwater runoff which must be captured and treated prior to discharge from the developed site after construction is complete. WQv is based on the expected runoff generated by the mean storm precipitation volume from post-construction site conditions at which rapidly diminishing returns in the number of runoff events captured begins to occur.

(mmm)WATER RESOURCE Also SURFACE WATER OF THE STATE: ~~Any public or private body of water, including wetlands; the area within the ordinary high water level of lakes and ponds; as well as the area within the ordinary high water level of any brook, creek, river, or stream having a defined bed and bank (either natural or artificial) which confines and conducts continuous or intermittent flow. Any stream, lake, reservoir, pond, marsh, wetland, or waterway situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the Ohio Revised Code are not included.~~ WATER RESOURCE: Any public or private body of water including lakes and ponds, as well as any brook, creek, river, or stream having banks, a defined bed, and a definite direction of flow, either continuously or intermittently flowing.

(nnn)WATERSHED: The total drainage area contributing runoff to a single point.

(ooo)WETLAND: Those areas, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas (40 CFR 232, as amended).

XXXX.03 **DISCLAIMER OF LIABILITY**

Compliance with the provisions of this regulation shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this regulation are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or for the benefit of any particular parcel of property.



XXXX.04 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY

- (a) Where this regulation is in conflict with other provisions of law or ordinance, the most restrictive provisions shall prevail.
- (b) If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.
- (c) This regulation shall not be construed as authorizing any person to maintain a private or public nuisance on their property, and compliance with the provisions of this regulation shall not be a defense in any action to abate such a nuisance.
- (d) Failure of the *City of Medina* to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the *City of Medina*, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

XXXX.05 DEVELOPMENT OF STORMWATER POLLUTION PREVENTION PLANS

- (a) This regulation requires that a Storm Water Pollution Prevention Plan be developed and implemented for all ~~parcels disturbing one (1) acre or more and on which any regulated activity of Section XXXX.01(e) is proposed.~~ soil disturbing activities disturbing one (1) or more acres of total land, or less than one (1) acre if part of a larger common plan of development or sale disturbing one (1) or more acres of total land. **A Stormwater Pollution Prevention Plan must be developed and implemented for all commercial and industrial site development. The *City Engineer* may require a comprehensive stormwater management plan on sites disturbing less than 1 acre.**
- (b) The following activities shall submit an Abbreviated SWP3 Stormwater Pollution Prevention Plan:
 - (1) New single-family residential construction ~~regardless of parcel size.~~ If such activities disturb one (1) acre or more, or are part of a larger common plan of development or sale disturbing one (1) acre or more, ~~an Ohio EPA Construction Site General Permit and a full SWP3 Stormwater Pollution Prevention Plan and compliance with the Ohio EPA Construction General Permit are may be required.~~
 - (2) Additions or accessory buildings for single-family residential construction ~~regardless of parcel size.~~ If such activities disturb one (1) acre or more, or are part of a larger common plan of development or sale disturbing one (1) acre or more, ~~a full SWP3 Stormwater Pollution Prevention Plan and compliance with the Ohio EPA Construction Site General Permit and a Stormwater Pollution Prevention Plan may be are required.~~
 - (3) All non-residential construction on parcels of less than one (1) acre. *[Delete if community requires a full SWP3 for non-residential construction less than (1) acre.]*
 - (4) General clearing activities not related to construction ~~and regardless of parcel size.~~ If such activities disturb one (1) acre or more, or are part of a larger



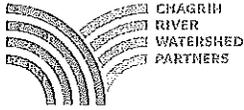
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common plan of development or sale disturbing one (1) acre or more, compliance with the Ohio EPA Construction Site General Permit and a full SWP3 Stormwater Pollution Prevention Plan may be required.

- (c) Activities disturbing less than one (1) acre are not required to submit a SWP3 Stormwater Pollution Prevention Plan or an Abbreviated SWP3 Stormwater Pollution Prevention Plan, unless required by the *City of Medina* Engineer. These activities must comply with all other provisions of this regulation.

XXXX.06 APPLICATION PROCEDURES

- (a) SOIL DISTURBING ACTIVITIES SUBMITTING A STORMWATER POLLUTION PREVENTION PLAN (SWP3): The applicant shall submit two (2) sets of the SWP3 and the applicable fees to the *City of Medina* and two (2) sets of the SWP3 and the applicable fees to the *Medina* SWCD as follows:
 - (1) For subdivisions: After the approval of the preliminary plans and with submittal of the improvement plans.
 - (2) For other construction projects: Before issuance of a zoning permit by the Zoning Inspector.
 - (3) For general clearing projects: Prior to issuance of a zoning permit by the Zoning Inspector.
- (b) SOIL DISTURBING ACTIVITIES SUBMITTING AN ABBREVIATED STORMWATER POLLUTION PREVENTION PLAN (SWP3): The applicant shall submit two (2) sets of the Abbreviated SWP3 and the applicable fees to the *City of Medina* and two (2) sets of the Abbreviated SWP3 and the applicable fees to the *Medina* SWCD as follows:
 - (1) For single-family home construction: Before issuance of a zoning permit by the Zoning Inspector.
 - (2) For other construction projects: Before issuance of a zoning permit by the Zoning Inspector.
 - (3) For general clearing projects: Prior to issuance of a zoning permit by the Zoning Inspector.
- (c) The *City Engineer* and the *Medina* SWCD shall review the plans submitted under XXXX.06 (a) or (b) for conformance with this regulation and approve, or return for revisions with comments and recommendations for revisions. A plan rejected because of deficiencies shall receive a narrative report stating specific problems and the procedures for filing a revised plan.
- (d) Soil disturbing activities shall not begin and zoning permits shall not be issued without
 - i. Approved SWP3 or Abbreviated SWP3
 - ii. Installation of erosion and sediment controls
 - iii. Physical marking in the field of protected areas or critical areas, including wetlands and riparian areas



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- (e) SWP3 for individual sublots in a subdivision will not be approved unless the larger common plan of development or sale containing the subplot is in compliance with this regulation.

(f) The developer, engineer and contractor, and other principal parties, shall meet with the *City Engineer* for a Pre-Construction Meeting no less than seven (7) days prior to soil-disturbing activity at the site to ensure that erosion and sediment control devices are properly installed, limits of disturbance and buffer areas are properly delineated and construction personnel are aware of such devices and areas. Pre-Construction Meetings for Abbreviated SWP3s may be waived at the discretion of the *City Engineer*.

- (g) Approvals issued in accordance with this regulation shall remain valid for one (1) year from the date of approval.

XXXX.07 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

Approvals issued in accordance with this regulation do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from the Ohio EPA, the US Army Corps of Engineers, and other federal, state, and/or county agencies. If requirements vary, the most restrictive requirement shall prevail. These permits may include, but are not limited to, those listed below. All submittals required to show proof of compliance with these state and federal regulations shall be submitted with SWP3s or Abbreviated SWP3s.

- (a) Ohio EPA NPDES Permits authorizing stormwater discharges associated with construction activity or the most current version thereof: Proof of compliance with these requirements shall be the applicant's Notice of Intent (NOI) number from Ohio EPA, a copy of the Ohio EPA Director's Authorization Letter for the NPDES Permit, or a letter from the site owner certifying and explaining why the NPDES Permit is not applicable.
- (b) Section 401 of the Clean Water Act: Proof of compliance shall be a copy of the Ohio EPA Water Quality Certification application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 401 of the Clean Water Act is not applicable. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation.
- (c) Ohio EPA Isolated Wetland Permit: Proof of compliance shall be a copy of Ohio EPA's Isolated Wetland Permit application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Ohio EPA's Isolated Wetlands Permit is not applicable. Isolated wetlands shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation.
- (d) Section 404 of the Clean Water Act: Proof of compliance shall be a copy of the U.S. Army Corps of Engineers Individual Permit application, public notice, or project approval, if an Individual Permit is required for the development project. If an Individual Permit is not required, the site owner shall submit proof of compliance with the U.S. Army Corps of Engineer's Nationwide Permit Program. This shall include one of the following:



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- A. A letter from the site owner certifying that a qualified professional has surveyed evaluated the site and determined that Section 404 of the Clean Water Act is not applicable, and provide documentation.
- B. A site plan showing that any proposed fill of waters of the United States conforms to the general and special conditions specified in the applicable Nationwide Permit. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation.
- (e) Ohio Dam Safety Law: Proof of compliance shall be a copy of the ODNR Division of Water permit application tracking number, a copy of the project approval letter from the ODNR Division of Water, or a letter from the site owner certifying and explaining why the Ohio Dam Safety Law is not applicable.

XXXX.08 STORMWATER POLLUTION PREVENTION PLAN (SWP3)

- (a) In order to control sediment pollution of water resources and wetlands, the applicant shall submit a SWP3 in accordance with the requirements of this regulation.
- (b) The SWP3 shall include Best Management Practices (BMPs) and Stormwater Control Measures (SCMs) ~~that~~ adequate to prevent pollution of public waters by soil sediment from accelerated storm water runoff from development areas.
- (c) The SWP3 shall be certified by a professional engineer, a registered surveyor, certified professional erosion and sediment control specialist, or a registered landscape architect.
- (d) The SWP3 shall be amended whenever there is a change in design, construction, operation or maintenance, which has a significant effect on the potential for the discharge of pollutants to surface waters of the state or if the SWP3 proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
- (e) The SWP3 shall incorporate measures as recommended by the most current online edition of *Rainwater and Land Development* as published by the ~~Ohio Department of Natural Resources~~ Ohio Environmental Protection Agency and shall include the following information:
 - (1) A cover page or title identifying the name and location of the site, the name and contact information of all construction site operators, the name and contact information for the person responsible for authorizing and amending the SWP3, preparation date, and the estimated start and completion dates for construction.
 - (2) A copy of the permit requirements (attaching a copy of the current Ohio EPA NPDES Construction General Permit is acceptable).
 - (3) Site description: The SWP3 shall provide:
 - A. A description of the nature and type of the construction activity (e.g. residential, shopping mall, highway, etc.).
 - B. Total area of the site and the area of the site that is expected to be



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disturbed (i.e., grubbing, clearing, excavation, filling or grading, including off-site borrow areas).

- C. An estimate of the impervious area and percent of imperviousness created by the soil-disturbing-land disturbance. activity.
- D. A calculation of the run-off coefficients for both the pre-construction and post-construction site conditions.
- E. Existing data describing the soil and, if available, the quality of any known pollutant discharge from the site such as that which may result from previous contamination caused by prior land uses.
- F. A description of prior land uses at the site.
- G. An implementation schedule which describes the sequence of major soil-disturbing operations (i.e., grubbing, excavating, grading, utilities and infrastructure installation) and the implementation of erosion and sediment controls to be employed during each operation of the sequence.
- H. The location and name of the immediate receiving stream or surface water(s) and the first subsequent receiving water(s) and the aerial extent and description of wetlands or other special aquatic sites at or near the site which will be disturbed or which will receive discharges from disturbed areas of the project. For discharges to a municipal separate storm sewer system (MS4), the point of discharge to the MS4 and the location where the MS4 ultimately discharges to a water resource shall be indicated.
- I. List TMDLs applicable for the site and demonstrate that appropriate BMPs or stormwater control measures (SCMs) have been selected to address these TMDLs. *[A TMDL identifier table for Northeast Ohio communities is available at <http://www.neohiostormwater.com/>]*
- ~~J. The aerial (plan view) extent and description of wetlands or other special aquatic sites at or near the site which will be disturbed or which will receive discharges from disturbed areas of the project.~~
- ~~K. If applicable, identify the point of discharge to a municipal separate storm sewer system and the location where that municipal separate storm sewer system ultimately discharges to a stream, lake, or wetland.~~
- J. For subdivided developments where the SWP3 does not call for a centralized sediment control capable of controlling multiple individual lots, a detail drawing of a typical individual lot showing standard individual lot erosion and sediment control practices. This does not remove the responsibility to designate specific erosion and sediment control practices in the SWP3 for areas such as steep slopes, stream banks, drainage ways, and riparian zones.
- K. Location and description of any stormwater discharges associated with dedicated asphalt and dedicated concrete plants associated with the

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development area and the best management practices to address pollutants in these stormwater discharges.

- L. A log documenting grading and stabilization activities as well as amendments to the SWP3, which occur after construction activities commence.
- M. Each temporary and permanent stormwater practice shall be designated with an individual identification number.
- N. Site map showing:
- i. Limits of soil-disturbing activity of the site, including off site spoil and borrow areas.
 - ii. Soils types should be depicted for all areas of the site, including locations of unstable or highly erodible soils.
 - iii. Existing and proposed one-foot (1') contours. This must include a delineation of drainage watersheds expected during and after major grading activities as well as the size of each drainage watershed in acres.
 - iv. Surface water locations including springs, wetlands, streams, lakes, water wells, etc., on or within 200 feet of the site, including the boundaries of wetlands or stream channels and first subsequent named receiving water(s) the applicant intends to fill or relocate for which the applicant is seeking approval from the Army Corps of Engineers and/or Ohio EPA.
 - v. Existing and planned locations of buildings, roads, parking facilities, and utilities.
 - vi. The location of all erosion and sediment control practices, including the location of areas likely to require temporary stabilization during the course of site development.
 - vii. Sediment and stormwater management basins including their sediment settling volume and the maximum expected disturbed area that will be directed to the sediment pond during construction. The plan should include a summary of the following:
 - i. The required sediment storage and dewatering volumes
 - ii. The provided sediment storage and dewatering volumes
 - iii. The weir length or skimmer size, as applicable
 - iv. The weir length or skimmer size provided
 - viii. Data sheets for all sediment traps, sediment basins, and SCMS that identify contributing drainage area, disturbed area, water quality volume, sedimentation volume, dewatering volume,

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practice surface area, facility discharge and dewatering time, outlet type and dimensions, and any other relevant parameters for each practice.

- ix. A separate plan and profile view of each individual sediment settling pond and its outlet structure. Detail drawings of the outlet structure shall indicate the following elevations;
- a) Pond bottom
 - b) Elevation required to store the required sediment storage volume
 - c) For sediment basins, the elevation at which the skimmer is attached
 - d) For sediment traps, the top and bottom of the stone outlet section
 - e) Elevation required to store the dewatering volume, exclusive of the sediment storage volume
 - f) Elevation of the top of embankment
 - g) Crest of the emergency spillway
- x. Where used as a sediment-settling pond during construction, the plan shall include a detail drawing of the temporary outlet configuration of the permanent storm water basin with the following information specified;
- a) Storage volume provided below the elevation at which the skimmer or other surface dewatering device is attached
 - b) Elevation at which the skimmer or other surface dewatering device is attached
 - c) Elevation at which the full dewatering zone is stored above the skimmer invert
 - d) Any temporary modification to permanent outlet orifices or weirs required to ensure no discharge below the skimmer invert and only the skimmer controls the discharge up to the top of the dewatering volume.
 - e) Calculations of the sediment storage volume, dewatering volume and skimmer drawdown time shall also be provided
- xi. The location of permanent SCMs to be used to control pollutants in stormwater after construction operations have been completed.
- xii. Areas designated for the storage or disposal of solid, sanitary and toxic wastes, including Dumpster dumpster areas, areas designated for cement truck washout, and vehicle fueling.
- xiii. Methods to minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, and sanitary waste to precipitation, stormwater runoff, and snow melt.
- xiv. Measures to prevent and respond to chemical spills and leaks.



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Applicants may also reference the existence of other plans (i.e., Spill Prevention Control and Countermeasure (SPCC) plans, spill control programs, Safety Response Plans, etc.) provided that such plan addresses this requirement and a copy of such plan is maintained on site.

- xv. Methods to minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. No detergents may be used to wash vehicles. Wash waters shall be treated in a sediment basin or alternative control that provides equivalent treatment prior to discharge.
 - xvi. The location of designated stoned construction entrances where the vehicles will ingress and egress the construction site.
 - xvii. The location of any in-stream activities including stream crossings.
- (4) A soils engineering report. The *City Engineer* may require the SWP3 to include a Soils Engineering Report based upon his/her determination that the conditions of the soils are unknown or unclear to the extent that additional information is required to protect against erosion or other hazards. This report shall be based on adequate and necessary test borings, and shall contain all the information listed below. Recommendations included in the report and approved by the *City Engineer* shall be incorporated in the grading plans and/or other specifications for site development.
- A. Data regarding the nature, distribution, strength, and erodibility of existing soils.
 - B. If applicable, data regarding the nature, distribution, strength, and erodibility of the soil to be placed on the site.
 - C. Conclusions and recommendations for grading procedures.
 - D. Conclusions and recommended designs for interim soil stabilization devices and measures, and for permanent soil stabilization after construction is completed.
 - E. Design criteria for corrective measures when necessary.
 - F. Opinions and recommendations covering the stability of the site.

XXXX.09 PERFORMANCE STANDARDS

The SWP3 must contain a description of the controls appropriate for each construction operation and the applicant must implement such controls. The SWP3 must clearly describe for each major construction activity the appropriate control measures; the general sequence during the construction process under which the measures will be implemented; and the contractor responsible for implementation (e.g., contractor A will clear land and install perimeter controls and contractor B will maintain perimeter controls until final stabilization).

The approved SWP3, and the sediment and erosion controls, and non-sediment pollution controls contained therein, shall be implemented upon the commencement of construction. Perimeter controls must be installed two working days prior to commencement of construction. The approved plan must be implemented until the site reaches final stabilization. All properties adjacent to the site of soil-disturbing activity shall be protected from soil erosion and sediment run-off and damage, including, but not limited to, private properties, natural and artificial waterways, wetlands, storm sewers and public lands.

It is the owner's responsibility to maintain current records of contractor(s) responsible for implementation the SWP3 and providing that information to [community engineer or administrator of code]. The SWP3 shall identify all subcontractors engaged in activities that could impact stormwater runoff. The SWP3 shall contain signatures from all of the identified subcontractors indicating that they have been informed and understand their roles and responsibilities in complying with the SWP3. The applicant shall review the SWP3 with the primary contractor prior to commencement of construction activities and keep a SWP3 training log to demonstrate that this review had occurred.

Erosion and sediment controls shall be designed, installed and maintained effectively to minimize the discharge of pollutants during the course of earth disturbing activities. The controls shall include the following minimum components:

- (a) **NON-STRUCTURAL PRESERVATION MEASURES:** The SWP3 must make use of practices that preserve the existing natural condition to the maximum extent practicable. Such practices may include preserving riparian areas, preserving existing vegetation and vegetative buffer strips, phasing of construction operations in order to minimize the amount of disturbed land at any one time, minimizing disturbance of steep slopes, and designation of tree preservation areas or other protective clearing or grubbing practices. Soil compaction shall be minimized and, unless infeasible, topsoil shall be preserved. Provide and maintain a 50-foot buffer of undisturbed natural vegetation around surface waters of the state, or riparian or wetland setbacks, if applicable, whichever is greater, unless maintaining this buffer is infeasible (e.g., stream crossings for roads or utilities, or for channel and floodplain rehabilitation and restoration). Direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration.
- (b) **EROSION CONTROL PRACTICES:** The SWP3 must make use of erosion controls that are capable of providing cover over disturbed soils. The amount of soil exposed during construction activity shall be minimized. A description of control practices designed to restabilize disturbed areas after grading or construction shall be included in the SWP3. The SWP3 must provide specifications for stabilization of all disturbed areas of the site and provide guidance as to which method of stabilization will be employed for any time of the year. Such practices may include: temporary seeding, permanent seeding, mulching, matting, sod stabilization, vegetative buffer strips, phasing of construction operations, the use of construction entrances, and the use of alternative ground cover.

Erosion control practices must meet the following requirements:

- (1) Stabilization. Disturbed areas must be stabilized as specified in Tables 1 and 2 below.

Table 1: Permanent Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any area that will lie dormant for one year or more.	Within 7 days of the most recent disturbance.
Any area within 50 feet of a stream surface water	Within 2 days of reaching final grade.

of the state and at final grade.	
Any other areas at final grade.	Within 7 days of reaching final grade within that area.

Table 2: Temporary Stabilization

Area requiring temporary stabilization	Time frame to apply erosion controls
Any disturbed area within 50 feet of a stream surface water of the state and not at final grade.	Within 2 days of the most recent disturbance if that area will remain idle for more than 24 14 days.
For all construction activities, any disturbed area, including soil stockpiles that will be dormant for more than 14 days but less than one year, and not within 50 feet of a surface water of the state stream.	Within 7 days of the most recent disturbance within the area. For residential subdivisions, disturbed areas must be stabilized at least 7 days prior to transfer of ownership or operational responsibility.
Disturbed areas that will be idle over winter.	Prior to November 1 or the onset of winter weather, whichever occurs first.
Note: Where vegetative stabilization techniques may cause structural instability or are otherwise unobtainable, alternative stabilization techniques must be employed. These techniques may include mulching or erosion matting.	

- (2) Permanent stabilization of conveyance channels. Applicants shall undertake special measures to stabilize channels and outfalls and prevent erosive flows. Measures may include seeding, dormant seeding, mulching, erosion control matting, sodding, riprap, natural channel design with bioengineering techniques, or rock check dams, all as defined in the most recent edition of *Rainwater and Land Development* or the Field Office Technical Guide available at www.nrcs.usda.gov/technical/efotg/.
- (c) **RUNOFF CONTROL PRACTICES.** The SWP3 shall incorporate measures that control the flow volume and velocity of stormwater runoff within the site ~~from disturbed areas so~~ as to prevent erosion. Peak flow rates and total stormwater volume shall be controlled to minimize erosion and outlets, downstream channel and streambank erosion. Such practices may include rock check dams, pipe slope drains, diversions to direct flow away from exposed soils and protective grading practices. These practices shall divert runoff away from disturbed areas and steep slopes where practicable. Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to provide non-erosive flow velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.
- (d) **SEDIMENT CONTROL PRACTICES.** The SWP3 shall include a description of, and detailed drawings for, all structural practices that shall store runoff, allowing sediments to settle and/or divert flows away from exposed soils or otherwise limit runoff from exposed areas to minimize sediment discharges from the site. Structural practices shall be used to control erosion and trap sediment from a site remaining disturbed for more than 14 days. Such practices may include, among others: sediment settling ponds, silt fences, storm drain inlet protection, and earth diversion dikes or channels which direct runoff to a sediment settling pond. The design, installation and maintenance of erosion and sediment controls shall address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site.

- (e) All sediment control practices must be capable of ponding runoff in order to be considered functional. Earth diversion dikes or channels alone are not considered a sediment control practice unless used in conjunction with a sediment settling pond.

Sediment control practices must meet the following requirements:

- (1) Timing. Sediment control structures shall be functional throughout the course of earth disturbing activity. Sediment basins and perimeter sediment barriers shall be implemented prior to grading and within seven (7) days from the start of grubbing. They shall continue to function until the up slope development area is restabilized. As construction progresses and the topography is altered, appropriate controls must be constructed or existing controls altered to address the changing drainage patterns.
- (2) Sediment settling ponds. A sediment settling pond, or equivalent best management practice upon approval from the *City of Medina* Engineer and/or the *Medina* SWCD, is required for any one of the following conditions, as determined in Table 3 below:
 - A. Concentrated stormwater runoff.
 - B. Runoff from drainage areas which exceeds the design capacity of silt fence (see Table 3)- inlet protection, or other sediment barriers;
 - C. Runoff from common drainage locations with 10 or more acres of disturbed land within a common drainage area.

Sediment settling ponds shall be provided in the form of a sediment trap or sediment basin as defined in the latest edition of *Rainwater and Land Development*. The maximum allowable contributing drainage area to a sediment trap shall be limited to less than 5 acres. Contributing drainage areas of 5 acres or more shall be treated with a sediment basin. An equivalent best-management practice may be utilized upon approval from the *City of Medina*.

The sediment-settling pond shall provide both a sediment storage zone and a dewatering zone. The volume of the dewatering zone shall be at least 1,800 cubic feet of storage per acre of total contributing drainage area. The dewatering structure of sediment basins shall be designed to have a minimum 48-hour drain time for sediment basins serving a drainage area over 5 acres, and, unless infeasible, be designed to always withdraw runoff from the surface of the pond throughout the storm cycle. As such, a skimmer discharge device consistent with *Rainwater and Land Development* shall be provided to dewater sediment basins. Sediment traps shall also provide both a sediment storage zone and dewatering zone, but the outlet structure shall be constructed consistent with the specifications contained in the latest edition of *Rainwater and Land Development*.

When post-construction detention/water quality ponds are to be used as temporary sediment trapping BMPs, a skimmer discharge device consistent with the *Ohio Rainwater and Land Development Manual* shall be utilized during construction phase and until the site is deemed permanently stabilized by the *City*



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of Medina.

The skimmer shall be designed per the equivalent requirements of sediment basins and the operator must ensure that the outlet structure of the pond provides an equivalent or better sediment storage zone and dewatering zone. As such, temporarily while the site is under construction, there shall be no discharge of runoff below the elevation required for the sediment storage zone and the discharge of stormwater within the dewatering zone shall only occur through the skimmer.

The volume of the sediment storage zone shall be calculated by one of the following methods:

Method 1: The volume of the sediment storage zone shall be 1000ft³ per disturbed acre within the watershed of the basin.

Method 2: The volume of the sediment storage zone shall be the volume necessary to store the sediment as calculated with RUSLE or other generally accepted erosion prediction model.

When determining the total contributing drainage area, off-site areas and areas which remain undisturbed by construction activity must be included unless runoff from these areas is diverted away from the sediment settling pond and is not commingled with sediment-laden runoff. The depth of the dewatering zone must be less than or equal to five (5) feet. The configuration between the inlets and the outlet of the sediment-settling pond basin must provide at least two ~~units~~ ^{or four} units of length for each one unit of width ~~≥ 2:1 length-to-width ratio~~ ^(≥ 2:1 length:width ratio); however, a length to width ratio of ≥ 4:1 is recommended. Sediment must be removed from the sediment-settling pond when the design capacity of the sediment storage zone has been completely filled by sediment accumulations ~~has been reduced by 40 percent~~. This limit is typically reached when sediment occupies one-half of the basin depth. When designing sediment settling ponds, the applicant must consider public safety, especially as it relates to children, as a design factor for the sediment basin and alternative sediment controls must be used where site limitations would preclude a safe design. The use of a combination of sediment and erosion control measures in order to achieve maximum pollutant removal is encouraged.

- (3) Silt fence and diversions. Sheet flow runoff from denuded areas shall be intercepted by silt fence or diversions to protect adjacent properties and water resources from sediment transported via sheet flow. Where intended to provide sediment control, silt fence shall be placed on a level contour and shall be capable of temporarily ponding runoff. The relationship between the maximum drainage area to silt fence for a particular slope range is shown in Table 3 below. Placing silt fence in a parallel series does not extend the size of the permissible drainage area. ~~Stormwater diversion practices shall be used to keep runoff away from disturbed areas and steep slopes. Such devices, which include swales, dikes or berms, may receive stormwater runoff from areas up to 10 acres.~~

Table 3: Maximum Drainage Area to Silt Fence Based on Slope

Maximum Drainage Area (acres) to 100 linear feet of silt fence	Range of slope for a drainage area (%)
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0.5	<2%
0.25	≥ 2% but < 20%
0.125	≥ 20% but < 50%

- (4) Alternative perimeter controls for sheet flow discharges may be considered by the *City of Medina*, but their use shall not exceed the limitations indicated in Table 3 above. Detail drawings and plan notes shall specify the diameter of filter socks, compost berms and other such alternative perimeter controls if used instead of silt fence.
- (5) Stormwater diversion practices shall be used to keep runoff away from disturbed areas and steep slopes. Such devices, which include swales, dikes or berms, may receive storm water runoff from areas up to 10 acres.
- (6) Inlet protection. Erosion and sediment control practices, such as boxed inlet protection, shall be installed to minimize sediment-laden water entering active storm drain systems. All inlets receiving runoff from drainage areas of one or more acres will require a sediment settling pond. Straw or hay bales and filter socks around catch basins are not acceptable forms of inlet protection.
- (7) Off-site tracking of sediment and dust control. Best management practices must be implemented to ensure sediment is not tracked off-site and that dust is controlled. These best management practices must include, but are not limited to, the following:
 - A. Construction entrances shall be built and shall serve as the only permitted points of ingress and egress to the development area. These entrances shall be built of a stabilized pad of aggregate stone or recycled concrete or cement sized greater than 2" in diameter, placed over a geotextile fabric, and constructed in conformance with specifications in the most recent edition of *Rainwater and Land Development*.
 - B. Streets and catch basins adjacent to construction entrances shall be kept free of sediment tracked off site. Streets directly adjacent to construction entrances and receiving traffic from the development area, shall be cleaned daily to remove sediment tracked off-site. If applicable, the catch basins on these streets nearest to the construction entrances shall also be cleaned weekly and protected from sediment-laden runoff, if feasible without posing a public safety hazard.

Based on site conditions, *City of Medina* Engineer and/or the *Medina* SWCD may require additional best management practices to control off site tracking and dust. These additional BMPs may include:

- C. Fencing shall be installed around the perimeter of the development area to ensure that all vehicle traffic adheres to designated construction entrances.
- D. Designated vehicle and wheel-washing areas. Wash water from these



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areas must be directed to a designated sediment trap, the sediment-settling pond, or to a sump pump for dewatering in conformance with Section XXXX.09 (g) of this regulation. No surfactants or detergents may be used to wash vehicles.

- E. Applicants shall take all necessary measures to comply with applicable regulations regarding fugitive dust emissions, including obtaining necessary permits for such emissions. The *City of Medina* Engineer and/or the *Medina* SWCD may require dust controls including the use of water trucks to wet disturbed areas, tarping stockpiles, temporary stabilization of disturbed areas, and regulation of the speed of vehicles on the site.

(8) Surface Waters of the State protection. Construction vehicles shall avoid water resources and wetlands. A 50 foot undisturbed natural buffer shall be provided around surface waters of the state unless infeasible. If it is infeasible to provide and maintain an undisturbed 50-foot natural buffer, the SWP3 shall comply with the stabilization requirements in XXXX.09.B.1 for areas within 50 feet of a surface water or riparian or wetland setbacks if applicable, whichever is greater; and minimize soil compaction and, unless infeasible, preserve topsoil. ***[Communities with riparian and/or wetland setbacks include the following language: If a riparian or wetland setback is greater than 50 feet, no disturbance of natural vegetation shall occur within the riparian or wetland setback unless a variance to the riparian or wetland setback regulation has been granted.]*** If the applicant is permitted to disturb areas within 50 feet of a water resources and wetlands, the following conditions shall be addressed in the SWP3:

- A. All BMPs and stream crossings shall be designed as specified in the most recent edition of the *Rainwater and Land Development Manual*.
- B. Structural practices shall be designated and implemented on site to protect water resources or wetlands from the impacts of sediment runoff.
- C. No structural sediment controls (e.g., the installation of silt fence or a sediment settling pond in-stream) shall be used in a water resources or wetlands.
- D. Where stream crossings for roads or utilities are necessary and permitted, the project shall be designed such that the number of stream crossings and the width of the disturbance are minimized.
- E. Temporary stream crossings shall be constructed if water resources or wetlands will be crossed by construction vehicles during construction.
- F. Construction of bridges, culverts, or sediment control structures shall not place soil, debris, or other particulate material into or close to the water resources or wetlands in such a manner that it may slough, slip, or erode.
- G. Concentrated stormwater runoff from BMPs to natural wetlands shall be converted to diffuse flow through the use of level spreaders or other such appropriate measure before the runoff enters the wetlands. The flow should be released such that no erosion occurs downslope. Level spreaders may need to be placed in series to ensure non-erosive



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velocities.

H. Protected areas or critical areas, including wetlands and riparian areas shall be physically marked in the field prior to earth disturbing activities.

- (9) Modifying controls. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the applicant shall replace or modify the control for site conditions.
- (f) **NON-SEDIMENT POLLUTANT CONTROLS:** No solid or liquid waste, including building materials, shall be discharged in stormwater runoff. The applicant must implement site best management practices to prevent the discharge of toxic materials, hazardous materials, or other debris from entering water resources, wetlands or the MS4. These practices shall include but are not limited to the following:
- A. Waste Materials: A covered Dumpster dumpster shall be made available for the proper disposal of garbage, plaster, drywall, grout, gypsum, and other waste materials.
 - B. Concrete Truck Wash Out: The washing of concrete material into a street, catch basin, or other public facility, or natural resource or water of the state is prohibited. A designated area for concrete washout shall be made available.
 - C. Disposal of Other Wastewaters: The discharge of washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials to a street, catch basin, other public facility, natural resource or waters of the state is prohibited. The discharge of soaps or solvents used in vehicle and equipment washing is also prohibited. If generated, these wastewaters must be collected and disposed of properly.
 - D. Fuel/Liquid Tank Storage: All fuel/liquid tanks and drums shall be stored in a marked storage area. A dike shall be constructed around this storage area with a minimum capacity equal to 110% of the volume of all the largest containers in the storage area and/or a spill kit shall be provided to clean up spills. The SWP3 shall contain spill prevention and response procedures and these procedures shall be discussed at the pre-construction meeting.
 - E. Toxic or Hazardous Waste Disposal: Any toxic or hazardous waste shall be disposed of properly. The discharge of fuels, oils, and other pollutants used in vehicle and equipment operation and maintenance is prohibited.
 - F. Contaminated Soils Disposal and Runoff: Discovery of previously unknown contaminated soils onsite shall be self-reported to Ohio EPA and local authorities. Contaminated soils from redevelopment sites shall be disposed of properly. Runoff from contaminated soils shall not be discharged from the site. Proper permits shall be obtained for development projects on solid waste landfill sites or redevelopment sites. Where construction activities are to occur on sites with contamination from previous activities, operators shall be aware that concentrations of materials that meet other criteria (i.e. not considered a Hazardous Waste, meeting Voluntary Action Program (VAP standards)) may still result in stormwater discharges in excess of Ohio Water Quality Standards. Such discharges are not authorized by this code. Control measures which may be utilized to meet this requirement include, but are not limited to:



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- i. Use berms, trenches, pits or tanks to collect contaminated runoff and prevent discharge.
- ii. Pump runoff from contaminated soils to the sanitary sewer with the prior approval of the sanitary sewer system operator, or pump into a container for transport to an appropriate treatment or disposal facility; and
- iii. Cover areas of contamination with tarps, daily cover or other such methods to prevent storm water from coming into contact with contaminated materials.

The SWP3 must include methods to minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, and sanitary waste to precipitation, stormwater runoff, and snow melt. The SWP3 shall include measures to prevent and respond to chemical spills and leaks. Applicants may also reference the existence of other plans (i.e., Spill Prevention Control and Countermeasure (SPCC) plans, spill control programs, Safety Response Plans, etc.) provided that such plan addresses this requirement and a copy of such plan is maintained on site.

- (g) **COMPLIANCE WITH OTHER REQUIREMENTS.** The SWP3 shall be consistent with applicable State and/or local waste disposal, sanitary sewer, or septic system regulations, including provisions prohibiting waste disposal by open burning, and shall provide for the proper disposal of contaminated soils located within the development area.
- (h) **TRENCH AND GROUND WATER CONTROL.** There shall be no sediment-laden or turbid discharges to water resources or wetlands resulting from dewatering activities. If trench or ground water contains sediment, it must pass through a sediment-settling pond or other equally effective sediment control device, prior to being discharged from the construction site. Alternatively, sediment may be removed by settling in place or by dewatering into a sump pit, filter bag or comparable practice. Ground water dewatering which does not contain sediment or other pollutants is not required to be treated prior to discharge. However, care must be taken when discharging ground water to ensure that it does not become pollutant-laden by traversing over disturbed soils or other pollutant sources.
- (i) **INTERNAL INSPECTIONS.** All controls on the site shall be inspected a at least once every seven calendar days and within 24 hours after any storm event greater than one-half inch of rain per 24 hour period. The inspection frequency may be reduced to at least once every month if the entire site is temporarily stabilized or runoff is unlikely due to weather conditions (e.g., site is covered with snow, ice, or the ground is frozen). A waiver of inspection requirements is available until one month before thawing conditions are expected to result in a discharge if prior written approval has been attained from the *City of Medina* Engineer and/or the *Medina* SWCD and all of the following conditions are met:
 - A. The project is located in an area where frozen conditions are anticipated to continue for extended periods of time (i.e. more than one (1) month).
 - B. Land disturbance activities have been suspended, and temporary stabilization is achieved.



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C. The beginning date and ending dates of the waiver period are documented in the SWP3.

D. For sites that will not be completed by October 1, a Pre-Winter Stabilization Meeting shall be held by the landowner and the developer, engineer and contractor of the project and the *City of Medina* prior to October 1, in order to plan and approve winter erosion and sediment controls as defined in the most current online edition of *Rainwater and Land Development*.

Note: Please review the above requirements for Inspection procedures to ensure they are acceptable to your community.

The applicant shall assign qualified inspection personnel to conduct these inspections to ensure that the control practices are functional and to evaluate whether the SWP3 is adequate, or whether additional control measures are required. Qualified inspection personnel are individuals with knowledge and experience in the installation and maintenance of sediment and erosion controls. Certified inspection reports shall be submitted to the *City Engineer* within seven (7) working days from the inspection and retained at the development site.

These inspections shall meet the following requirements:

- (1) Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of or the potential for, pollutants entering the drainage system.
- (2) Erosion and sediment control measures identified in the SWP3 shall be observed to ensure that they are operating correctly. The applicant shall utilize an inspection form provided by the *City of Medina* or an alternate form acceptable to the *City of Medina* Engineer. The inspection form shall include:
 - A. The inspection date.
 - B. Names, titles and qualifications of personnel making the inspection.
 - C. Weather information for the period since the last inspection, including a best estimate of the beginning of each storm event, duration of each storm event and approximate amount of rainfall for each storm event in inches, and whether any discharges occurred.
 - D. Weather information and a description of any discharges occurring at the time of inspection.
 - E. Locations of:
 1. Discharges of sediment or other pollutants from site.
 2. BMPs that need to be maintained.



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3. BMPs that failed to operate as designed or proved inadequate for a particular location.
 4. Where additional BMPs are needed that did not exist at the time of inspection.
- F. Corrective action required including any necessary changes to the SWP3 and implementation dates.
- (3) Discharge locations shall be inspected to determine whether erosion and sediment control measures are effective in preventing significant impacts to the receiving water resource or wetlands.
 - (4) Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.
 - (5) The applicant shall maintain for three (3) years following final stabilization the results of these inspections, the names and qualifications of personnel making the inspections, the dates of inspections, major observations relating to the implementation of the SWP3, a certification as to whether the facility is in compliance with the SWP3, and information on any incidents of non-compliance determined by these inspections.
- (i) MAINTENANCE. The SWP3 shall be designed to minimize maintenance requirements. All ~~control practices~~ BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function until final stabilization. All sediment control practices must be maintained in a functional condition until all up slope areas they control reach final stabilization. The applicant shall provide a description of maintenance procedures needed to ensure the continued performance of control practices and shall ensure a responsible party and adequate funding to conduct this maintenance, all as determined by the *City of Medina* Engineer.

When inspections reveal the need for repair, replacement, or installation of erosion and sediment control BMPs, the following procedures shall be followed:

- (1) When practices BMPs require repair or maintenance. If an internal inspection reveals that a ~~control practice~~ BMP is in need of repair or maintenance, with the exception of a sediment-settling pond, it must be repaired or maintained within three (3) days of the inspection. Sediment settling ponds must be repaired or maintained within ten (10) days of the inspection.
- (2) When practices BMPs fail to provide their intended function. If an internal inspection reveals that a ~~control practice~~ BMP fails to perform its intended function as detailed in the SWP3 and that another, more appropriate control practice is required, the SWP3 must be amended and the new control practice must be installed within three (3) to ten (10) days of the inspection as determined by the community engineer or site inspector.
- (3) When practices BMPs depicted on the SWP3 are not installed. If an internal inspection reveals that a ~~control practice~~ BMP has not been implemented in accordance with the schedule, the control practice must be implemented within ten (10) days from the date of the inspection. If the internal inspection reveals



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that the planned control practice is not needed, the record must contain a statement of explanation as to why the control practice is not needed.

- (j) FINAL STABILIZATION. Final stabilization shall be determined by the *City of Medina* Engineer. Once a definable area has achieved final stabilization, the applicant may note this on the SWP3 and no further inspection requirement applies to that portion of the site. Final stabilization also requires the installation of permanent (post-construction) stormwater control measures (SCMs). Obligations under this ordinance shall not be completed until installation of post-construction BMPs is verified.

XXXX.10 FEES

The SWP3 Stormwater Pollution Prevention Plan and Abbreviated SWP3 Stormwater Pollution Prevention Plan review, filing, and inspection fee is part of a complete submittal and is required to be submitted to the *City of Medina* and the *Medina* SWCD before the review process begins. Please consult with *City of Medina* Engineer for current fee schedule.

XXXX.11 BOND

- (a) If a SWP3 Stormwater Pollution Prevention Plan or abbreviated SWP3 Stormwater Pollution Prevention Plan is required by this regulation, soil disturbing activities shall not be permitted until a cash bond or deposit has been deposited with the *City of Medina* Finance Department. The bond amount shall be a *[\$1,500]* minimum, and an additional *[\$1,500]* paid for each subsequent acre or fraction thereof or the cost of stabilizing disturbed areas based on a fee schedule established by the *City of Medina*. *Note: Please review and consult with Soil and Water Conservation District as applicable to ensure bond or deposit amount is adequate.* The bond will be used for the *City of Medina* to perform the obligations otherwise to be performed by the owner of the development area as stated in this regulation and to allow all work to be performed as needed in the event that the applicant fails to comply with the provisions of this regulation. The cash bond shall be returned, less *City of Medina* administrative fees as detailed in Chapter XXXX of the *City of Medina* Codified Ordinances, after all work required by this regulation has been completed and final stabilization has been reached, all as determined by the *City of Medina* Engineer.
- (b) No project subject to this regulation shall commence without a SWP3 or Abbreviated SWP3 approved by the *City of Medina* Engineer.

XXXX.12 ENFORCEMENT

- (a) If the *City of Medina* or its duly authorized representative determines that a violation of the rules adopted under this code exist, the *City of Medina* or representative may issue an immediate stop work order if the violator failed to obtain any federal, state, or local permit necessary for sediment and erosion control, earth movement, clearing, or cut and fill activity.
- (b) All development areas may be subject to external inspections by *City Engineer* and/or the *Medina* SWCD to ensure compliance with the approved SWP3 or Abbreviated SWP3.
- (c) After each external inspection, *City Engineer* and/or the *Medina* SWCD shall prepare and distribute a status report to the applicant.



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- (d) If an external inspection determines that operations are being conducted in violation of the approved SWP3 or Abbreviated SWP3 *City Engineer* and/or the *Medina* SWCD may take action as detailed in Section XXXX.14 of this regulation.
- (e) Failure to maintain and repair erosion and sediment controls per the approved SWP3 plan may result in the following escalation:
- i. First Violation: The *City Engineer* will issue a Notice of Deficiency to the owner or operator. All controls are to be repaired or maintained per the SWP3 plan within three (3) days of the notification. If controls have not been corrected after this time, the *City Engineer* may issue a Stop Work Order for all activities until corrections have been made.
 - ii. Second Violation: The *City Engineer* may issue a formal Notice of Violation which includes a \$250 administrative fee against the SWP3 Bond or site plan deposit. All controls are to be repaired or maintained per the approved SWP3 plan within three (3) days of the Notice of Violation. If controls have not been corrected after this time, the *City Engineer* may issue a Stop Work Order for all activities until corrections have been made.
 - iii. Third and subsequent violations: The *City Engineer* may issue a Stop Work Order for all construction activities and charge a \$250 administrative fee against the SWP3 bond or site plan deposit. The Stop Work Order will be lifted once all controls are in compliance with the approved SWP3 plan.
- (f) The *City Engineer* shall have the authority to make immediate on-site adjustments to the SWP3 in order to achieve compliance with this ordinance.
- (g) A final inspection will be made to determine if the criteria of this code has been satisfied and a report will be presented to the *City of Medina* on the site's compliance status.
- (h) The *City Engineer* will monitor soil-disturbing activities for non-farm residential, commercial, industrial, or other non-farm purposes on land of less than one contiguous acre to ensure compliance required by these Rules.
- (i) The *City Engineer* shall notify the U.S. Army Corps of Engineers when a violation on a development project covered by an Individual or Nationwide Permit is identified. The *City Engineer* shall notify the Ohio Environmental Protection Agency when a violation on a development project covered by a Section 401 Water Quality Certification and/or Isolated Wetland Permit is identified.
- (j) The *City of Medina* shall not issue building permits for projects regulated under this code that have not received approval for an SWP3 for said project(s).

XXXX.13 VIOLATIONS

- (a) No person shall violate or cause or knowingly permit to be violated any of the provisions of this regulation, or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to this regulation, or knowingly use or cause or permit the use of any lands in violation of this regulation or in violation of any permit granted under this regulation.



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- (b) Upon notice, the *Mayor* and/or designee [assign authority as consistent with *City chapter*] may suspend any active soil disturbing activity for a period not to exceed ninety (90) days, and may require immediate erosion and sediment control measures whenever he or she determines that such activity is not meeting the intent of this regulation. Such notice shall be in writing, shall be given to the applicant, and shall state the conditions under which work may be resumed. In instances, however, where the *Mayor* and/or designee finds that immediate action is necessary for public safety or the public interest, he or she may require that work be stopped upon verbal order pending issuance of the written notice.

XXXX.14 APPEALS

Any person aggrieved by any order, requirement, determination, or any other action or inaction by the *City of Medina* in relation to this regulation may appeal to the court of common pleas. Such an appeal shall be made in conformity with [insert appropriate *Ohio Revised Code sections*]. Written notice of appeal shall be served on the *City of Medina* and a copy shall be provided to the *Medina* SWCD.

XXXX.99 PENALTY

- (a) Any person, firm, entity or corporation; including but not limited to, the owner of the property, his agents and assigns, occupant, property manager, and any contractor or subcontractor who violates or fails to comply with any provision of this regulation is guilty of a misdemeanor of the third degree and shall be fined no more than five hundred dollars (\$500.00) or imprisoned for no more than sixty (60) days, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.
- (b) The imposition of any other penalties provided herein shall not preclude the *City of Medina* instituting an appropriate action or proceeding in a Court of proper jurisdiction to prevent an unlawful development, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, ordinances, rules, or regulations, or the orders of the *City of Medina*.



MODEL ORDINANCE FOR ILLICIT DISCHARGE & ILLEGAL CONNECTION CONTROL

PLEASE NOTE

This model was developed to assist communities in implementing a storm water management program to control and eliminate illicit discharges.

This model was reviewed by the Ohio EPA and complies with Ohio EPA's Phase II Storm Water Management requirements to prohibit illicit discharges to storm water systems and to implement appropriate enforcement procedures and actions to detect and eliminate such illicit discharges.

Ohio EPA's Phase II Program requires Phase II designated entities to develop and implement a program to detect and eliminate illicit discharges. This includes the adoption of regulations to provide the Phase II designated entity the necessary authority to carry out this program. This model ordinance is intended to provide communities with a template for that regulation.

All areas highlighted in *bold/italics* must be adjusted for your community.

This model is a collaborative effort of the Chagrin River Watershed Partners, Inc., Chagrin Valley Engineering, Ltd. representing several CRWP member communities, the Cuyahoga County Board of Health, and the Lake County General Health District, and has been reviewed by Ohio EPA's Division of Surface Water for Phase II compliance.

WHEREAS, illicit discharges to the *City of Medina* separate storm sewer system create water quality risks to public health, safety, and general welfare; and,

WHEREAS, illicit discharges may necessitate repair of storm sewers and ditches; damage to public and private property; and may damage water resources by reducing water quality; and,

WHEREAS, there are watershed-wide efforts to reduce illicit discharges to the *[rivers to which community drains]* and to protect and enhance the unique water resources of the *[rivers to which community drains]* watershed(s); and,

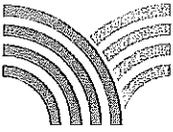
WHEREAS, the *City of Medina* is a member of the *[insert names of watershed organizations or utilities in which the community is participating]* and recognizes its obligation as a part of these *watersheds/organizations* to control illicit discharges and to protect water quality within its borders; and,

WHEREAS, 40 C.F.R. Parts 9, 122, 123, and 124, and Ohio Administrative Code 3745-39 require designated communities, including the *City of Medina*, to develop a Storm Water Management Program that, among other components, requires the *City of Medina* to prohibit illicit discharges to their storm water system and to implement appropriate enforcement procedures and actions to detect and eliminate such illicit discharges; and,

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the legal authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary, and other similar regulations, as are not in conflict with general laws.

NOW, THEREFORE BE IT ORDAINED by the Council of *City of Medina*, county of *Medina*, State of Ohio, that:

SECTION 1: Codified Ordinance *Chapter XXXX Illicit Discharge and Illegal Connection*



Control is hereby adopted to read in total as follows:

CHAPTER XXXX
Illicit Discharge and Illegal Connection Control

XXXX.01 PURPOSE AND SCOPE

The purpose of this regulation is to provide for the health, safety, and general welfare of the citizens of the *City of Medina* through the regulation of illicit discharges to the municipal separate storm sewer system (MS4). This regulation establishes methods for controlling the introduction of pollutants into the MS4 in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process as required by the Ohio Environmental Protection Agency (Ohio EPA). The objectives of this regulation are:

- A. To prohibit illicit discharges and illegal connections to the MS4.
- B. To establish legal authority to carry out inspections, monitoring procedures, and enforcement actions necessary to ensure compliance with this regulation.

XXXX.02 APPLICABILITY

This regulation shall apply to all residential, commercial, industrial, or institutional facilities responsible for discharges to the MS4 and on any lands in the *City of Medina*, except for those discharges generated by the activities detailed in Section XXXX.07 (A)(1) to (A)(3) of this regulation.

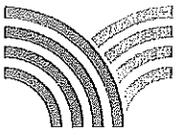
XXXX.03 DEFINITIONS

The words and terms used in this regulation, unless otherwise expressly stated, shall have the following meaning:

- A. Best Management Practices (BMPs): means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to storm water. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
- B. Community: means the *City of Medina*, its designated representatives, boards, or commissions.
- C. Environmental Protection Agency or United States Environmental Protection Agency (USEPA): means the United States Environmental Protection Agency, including but not limited to the Ohio Environmental Protection Agency (Ohio EPA), or any duly authorized official of said agency.
- D. Floatable Material: in general this term means any foreign matter that may float or remain suspended in the water column, and includes but is not limited to, plastic, aluminum cans, wood products, bottles, and paper products.
- E. Hazardous Material: means any material including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.



- F. Illicit Discharge: as defined at 40 C.F.R. 122.26 (b)(2) means any discharge to an MS4 that is not composed entirely of storm water, except for those discharges to an MS4 pursuant to a NPDES permit or noted in Section XXXX.07 of this regulation.
- G. Illegal Connection: means any drain or conveyance, whether on the surface or subsurface, that allows an illicit discharge to enter the MS4.
- H. Municipal Separate Storm Sewer System (MS4): as defined at 40 C.F.R. 122.26 (b)(8), municipal separate storm sewer system means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):
1. Owned or operated by a State, city, town, borough, county, parish, district, municipality, township, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over sewage, industrial wastes, including special districts under State law such as a sewer district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges to waters of the United States;
 2. Designed or used for collecting or conveying storm water;
 3. Which is not a combined sewer; and
 4. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 C.F.R. 122.2.
- I. National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit: means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general areawide basis.
- J. Off-Lot Discharging Household Sewage Treatment System: means a system designed to treat household sewage on-site and discharges treated wastewater effluent off the property into a storm water or surface water conveyance or system.
- K. Owner/Operator: means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or on the owner's behalf.
- L. Pollutant: means anything that causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, solvents, oil and other automotive fluids, non-hazardous liquid and solid wastes, yard wastes, refuse, rubbish, garbage, litter or other discarded or abandoned objects, floatable materials, pesticides, herbicides, fertilizers, hazardous materials, wastes, sewage, dissolved and particulate metals, animal wastes, residues that result from constructing a structure, and noxious or offensive matter of any kind.
- M. Storm Water: any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.
- N. Wastewater: The spent water of a community. From the standpoint of a source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions.



XXXX.04 DISCLAIMER OF LIABILITY

Compliance with the provisions of this regulation shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this regulation are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or for the benefit of any particular parcel of property.

XXXX.05 CONFLICTS, SEVERABILITY, NUISANCES & RESPONSIBILITY

- A. Where this regulation is in conflict with other provisions of law or ordinance, the most restrictive provisions, as determined by the *City of Medina*, shall prevail.
- B. If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.
- C. This regulation shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of this regulation shall not be a defense in any action to abate such a nuisance.
- D. Failure of the *City of Medina* to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the *City of Medina*, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

XXXX.06 RESPONSIBILITY FOR ADMINISTRATION

The *City of Medina* shall administer, implement, and enforce the provisions of this regulation. The *City of Medina* may contract with the *Medina* Board of Health to conduct inspections and monitoring and to assist with enforcement actions.

XXXX.07 DISCHARGE AND CONNECTION PROHIBITIONS

- A. Prohibition of Illicit Discharges. No person shall discharge, or cause to be discharged, an illicit discharge into the MS4. The commencement, conduct, or continuance of any illicit discharge to the MS4 is prohibited except as described below:
 - 1. Water line flushing; landscape irrigation; diverted stream flows; rising ground waters; uncontaminated ground water infiltration; uncontaminated pumped ground water; discharges from potable water sources; foundation drains; air conditioning condensate; irrigation water; springs; water from crawl space pumps; footing drains; lawn watering; individual residential car washing; flows from riparian habitats and wetlands; dechlorinated swimming pool discharges; street wash water; and discharges or flows from fire fighting activities. These discharges are exempt until such time as they are determined by the *City of Medina* to be significant contributors of pollutants to the MS4.
 - 2. Discharges specified in writing by the *City of Medina* as being necessary to protect public health and safety.
 - 3. Discharges from off-lot discharging household sewage treatment systems existing prior to January 1, 2007 and permitted by the *Medina* Board of Health for the purpose of discharging treated sewage effluent in accordance with Ohio Administrative Code 3701-29, or other



applicable *Medina* Board of Health regulations, until such time as the Ohio Environmental Protection Agency issues an NPDES permitting mechanism for household sewage treatment systems existing prior to January 1, 2007. These discharges are exempt unless such discharges are deemed to be creating a public health nuisance by the *Medina* Board of Health. Discharges from new or replacement off-lot household sewage treatment systems installed after January 1, 2007 are not exempt from the requirements of this regulation.

In compliance with the *City of Medina* Storm Water Management Program, discharges from all off-lot discharging household sewage treatment systems must either be eliminated or have coverage under an appropriate NPDES permit issued and approved by the Ohio Environmental Protection Agency. When such permit coverage is available for systems existing prior to January 1, 2007, discharges from off-lot discharging household sewage treatment systems existing prior to January 1, 2007 will no longer be exempt from the requirements of this regulation.

- B. Prohibition of Illegal Connections. The construction, use, maintenance, or continued existence of illegal connections to the MS4 is prohibited.
1. This prohibition expressly includes, without limitation, illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 2. A person is considered to be in violation of this regulation if the person connects a line conveying illicit discharges to the MS4, or allows such a connection to continue.

XXXX.08 MONITORING OF ILLICIT DISCHARGES AND ILLEGAL CONNECTIONS

- A. Establishment of an Illicit Discharge and Illegal Connection Monitoring Program: The *City of Medina* shall establish a program to detect and eliminate illicit discharges and illegal connections to the MS4. This program shall include the mapping of the MS4, including MS4 outfalls and household sewage treatment systems; the routine inspection of storm water outfalls to the MS4, and the systematic investigation of potential residential, commercial, industrial, and institutional facilities for the sources of any dry weather flows found as the result of these inspections.
- B. Inspection of Residential, Commercial, Industrial, or Institutional Facilities.
1. The *City of Medina* shall be permitted to enter and inspect facilities subject to this regulation as often as may be necessary to determine compliance with this regulation.
 2. The *City of Medina* shall have the right to set up at facilities subject to this regulation such devices as are necessary to conduct monitoring and/or sampling of the facility's storm water discharge, as determined by the *City of Medina*.
 3. The *City of Medina* shall have the right to require the facility owner/operator to install monitoring equipment as necessary. This sampling and monitoring equipment shall be maintained at all times in safe and proper operating condition by the facility owner/operator at the owner/operator's expense. All devices used to measure storm water flow and quality shall be calibrated by the *City of Medina* to ensure their accuracy.
 4. Any temporary or permanent obstruction to safe and reasonable access to the facility to be inspected and/or sampled shall be promptly removed by the facility's owner/operator at the written or oral request of the *City of Medina* and shall not be replaced. The costs of clearing such



access shall be borne by the facility owner/operator.

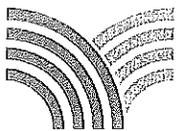
5. Unreasonable delays in allowing the *City of Medina* access to a facility subject to this regulation for the purposes of illicit discharge inspection is a violation of this regulation.
6. If the *City of Medina* is refused access to any part of the facility from which storm water is discharged, and the *City of Medina* demonstrates probable cause to believe that there may be a violation of this regulation, or that there is a need to inspect and/or sample as part of an inspection and sampling program designed to verify compliance with this regulation or any order issued hereunder, or to protect the public health, safety, and welfare, the *City of Medina* may seek issuance of a search warrant, civil remedies including but not limited to injunctive relief, and/or criminal remedies from any court of appropriate jurisdiction.
7. Any costs associated with these inspections shall be assessed to the facility owner/operator.

XXXX.09 ENFORCEMENT

- A. Notice of Violation. When the *City of Medina* finds that a person has violated a prohibition or failed to meet a requirement of this regulation, the *City of Medina* may order compliance by written Notice of Violation. Such notice must specify the violation and shall be hand delivered, and/or sent by registered mail, to the owner/operator of the facility. Such notice may require the following actions:
 1. The performance of monitoring, analyses, and reporting;
 2. The elimination of illicit discharges or illegal connections;
 3. That violating discharges, practices, or operations cease and desist;
 4. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; or
 5. The implementation of source control or treatment BMPs.
- B. If abatement of a violation and/or restoration of affected property is required, the Notice of Violation shall set forth a deadline within which such remediation or restoration must be completed. Said Notice shall further advise that, should the facility owner/operator fail to remediate or restore within the established deadline, a legal action for enforcement may be initiated.
- C. Any person receiving a Notice of Violation must meet compliance standards within the time established in the Notice of Violation.
- D. Administrative Hearing: If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, the *City of Medina* shall schedule an administrative hearing to determine reasons for non-compliance and to determine the next enforcement activity. Notice of the administrative hearing shall be hand delivered and/or sent registered mail.

Note: Communities need to determine appropriate body to hear this, such as Board of Zoning Appeals, Planning Commission, or other legislative body.

- E. Injunctive Relief: It shall be unlawful for any owner/operator to violate any provision or fail to comply with any of the requirements of this regulation pursuant to O.R.C. 3709.211. If a



owner/operator has violated or continues to violate the provisions of this regulation, the *City of Medina* may petition for a preliminary or permanent injunction restraining the owner/operator from activities that would create further violations or compelling the owner/operator to perform abatement or remediation of the violation.

XXXX.10 REMEDIES NOT EXCLUSIVE

The remedies listed in this regulation are not exclusive of any other remedies available under any applicable federal, state or local law and it is in the discretion of the *City of Medina* to seek cumulative remedies.

RCA 19-111-6/10

Finance Only

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

- Department Heads can authorize expenditures up to \$1,000.00 (requisition)
- Board of Control authorizes expenditures from \$1,000.01 to \$15,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$15,000.01 to \$25,000.00 (BOC form).
- Council authorizes expenditures/bids over \$25,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 101-05)

Date: 6/5/2019

Department: Water

Amount: \$20,000.00

B.O.C. Number: _____

Account Number: 513-0533-53315

Vendor: Data-Command, LLC

Vendor # D00087

Department head/Authorized signature _____

Item/Description:

Upgrade all radio telemetry to cellular.
Moving SCADA functions to Data-Command thus saving upgrade cost
for SCADA software and hardware at City Hall, the Water Plant and Spieth Rd.
see attached quote

FINANCE COMMITTEE APPROVAL: (expenditures from \$15,000.01 to \$25,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.

Please have all Finance Committee items for the agenda to the Clerk of Council's Office before Noon on Friday before the scheduled Finance Committee meeting.

Thank you.



Data-Command

June 5, 2019
Q-DC219016

526 SOUTH MAIN STREET
SUITE 412
AKRON, OH 44311
TELEPHONE: (330) 294-4477
FAX: (330) 294-0082
aimee@data-command.com

Subject: City of Medina Telemetry upgrades

Thank you for the opportunity to provide a proposal to upgrade your remote telemetry and SCADA HMI. Upgrading your iFix licenses would be costly therefore we are proposing using Data-Command as your primary SCADA and upgrading the telemetry at all of your remote sites. Modify PLC program to accommodate communication fail switchover to pressure mode and other features as required.

Spieth Rd. Booster

- Zeus with 3 Data Blocks
- Reconfigure existing Data Blocks for new Assets
- Reconfigure setpoint and Tank level control of Progress Tank
- Equipment Installation and validation
- Includes 1st Year Cellular and Info-Portal fee (\$990 after 1st Year)

Spieth Rd Booster	\$4,600.00
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Fair Rd. Booster

- Zeus with 2 Data Blocks
- Reconfigure Existing Data Blocks for new Assets
- Reconfigure setpoint and Tank level control of Lake Rd Tank
- Equipment Installation and validation
- Includes 1st Year Cellular and Info-Portal fee (\$840 after 1st Year)

Fair Rd Booster	\$4,100.00
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Koons Ave. Booster & Tank

- Zeus with 2 Data Blocks
- Reconfigure Existing Data Blocks for new Assets
- Reconfigure setpoint and Tank level control of South Court Tank
- Equipment Installation and validation
- Includes 1st Year Cellular and Info-Portal fee (\$840 after 1st Year)

Koons Ave Booster & Tank	\$4,100.00
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Data-Command

June 5, 2019
Q-DC219016

526 SOUTH MAIN STREET
SUITE 412
AKRON, OH 44311
TELEPHONE: (330) 294-4477
FAX: (330) 294-0082
dimee@data-command.com

Lake Road Tank, South Court Tank

- Zeus with 1 Data Blocks
- Reconfigure Existing Data Blocks for new Assets
- Equipment Installation and validation
- Includes 1st Year Cellular and Info-Portal fee (\$540 per site after 1st Year)

Data-Command Telemetry Upgrade of 2 tanks (\$3,100.00 each)	\$6,200.00
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Telemetry Upgrades Total:	\$19,000.00
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**SCADA data blocks that have already been paid for will be pro-rated and credited. This will be determined after startup of new sites, based on your current subscription that is paid through 11-30-2019. (We estimate this credit to be between \$338 - \$423)*



Data-Command

June 5, 2019
Q-DC219016

526 SOUTH MAIN STREET
SUITE 412
AKRON, OH 44311
TELEPHONE: (330) 294-4477
FAX: (330) 294-0082
aimce@data-command.com

This quote is valid for a period of 120 days. If you have any questions concerning this quotation, please call.

Standard Terms and Conditions of Sale. We offer our standard **TERMS AND CONDITIONS OF SALE** as Attachment 1. Issuance of an order or acceptance of this proposal constitutes acceptance of the included conditions and all conditions in Attachment 1.

IN WITNESS WHEREOF, the undersigned individuals have executed this Buyers Agreement on the day and year set forth below.

Company: _____

Signature: _____

Date: _____

PO Number: _____