

ORDINANCE NO. 138-23

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT
THE STORM WATER OPERATION AND MAINTENANCE
AGREEMENT (SWOMA) FROM RAVAGO REAL ESTATE
USA 2 LLC, FOR A NEWLY INSTALLED STORM WATER
DETENTION SYSTEM.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to accept the Storm Water Operation and Maintenance Agreement (SWOMA) from Ravago Real Estate USA 2 LLC.

SEC. 2: That a copy of this Agreement is marked Exhibit A, attached hereto and made a part hereof.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: September 11, 2023

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: September 12, 2023

SIGNED: Dennis Hanwell
Mayor

Effective date: October 11, 2023

ORD. 138-23
Exh. A

Post-Construction Operations & Maintenance Plan

For

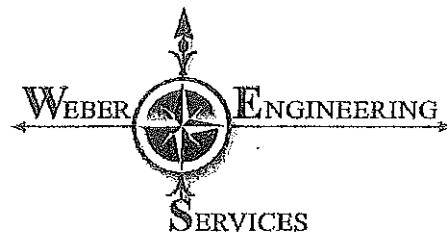
PROJECT CHIPPEWA

**375 Lake Rd.
Medina, Ohio 44256**

Prepared For

Geis Construction
10020 Aurora-Hudson Road
Streetsboro, OH 44241

Design Engineer



2555 Hartville Road, Suite B
Rootstown, OH 44272
Phone: 330-329-2037
www.weberengineeringservices.com

WES Job No.: 2017-284

Date: 06-26-2023

City of Medina Ohio

Document ID:

Corresponding Job ID:

INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this 26th day of June 2023, by and between the Ravago Real Estate USA 2 LLC (hereafter referred to as the Owner) and the *City of Medina, Ohio* hereafter referred to as the City, provides as follows:

WHEREAS, the Owner is responsible for certain real estate shown as Tax Map Parcel Number 053-31C02-011 & 058-37B-05-003 that is situated in the City of Medina, State of Ohio and is known as being all of Medina City Lot No. DJ LOT 9235WH53.71AC to be developed as warehouse and railyard and referred to as the Property; and,

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

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

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

A. FINAL INSPECTION APPROVAL

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

1

B. MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES

1. The Owner agrees to maintain in perpetuity the storm water management practices in accordance with approved Maintenance Plans listed in #2 below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the storm water management practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water.
2. The Owner shall provide a Maintenance Plan for each storm water management practice. The Maintenance Plans shall include:
 - a. The location and documentation of all access and maintenance easements on the property.
 - b. The location of each storm water management practice, including identification of the drainage areas served by each.
 - c. Photographs of each storm water management practice, including all inlets and outlets upon completion of construction.
 - d. A schedule of inspection.

- e. A schedule for regular maintenance for each aspect of the storm water management practices to ensure continued performance of each practice. The Owner shall provide an easily understood maintenance inspection checklist. The maintenance plan will include a detailed drawing of each storm water management practice. The maintenance plan shall include each outlet structure with all parts clearly labeled. This schedule may include additional standards, as required by the City Engineer, to ensure continued performance of the storm water management practices permitted to be located in, or within 50 feet of water resources.

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

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

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

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

The date of inspection; _____

Name of inspector; _____

The condition and/or presence of:

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____
- (vi) _____
- (vii) _____
- (viii) Any other item that could affect the proper function of the Facility.

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

D. FUNDING

The funding for the perpetual inspection, operation, and maintenance of the stormwater management system and all related SCM/BMP's shall be provided privately by the property owner.

E. INDEMNIFICATION

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 25th day of July, 2023.

Owner:

Signature: 

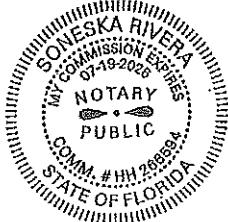
Printed Name: Jeffrey Bittenbinder

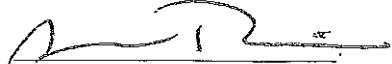
State of Florida)

County of Orange) SS:

This foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of July, 2023 by Jeffrey B. Bittenbinder

(Seal)




Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally Known OR Produced Identification _____ Type of Identification produced: _____

IN WITNESS WHEREOF, the undersigned has executed this instrument this 12th day of September, 2023.

City of Medina:

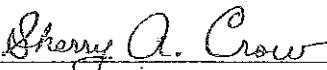
Signature: 

Printed Name: Dennis Hanwell, Mayor

State of Ohio)

County of Medina) SS:

The foregoing instrument was acknowledged before me this 12th day of September by
Dennis Hanwell who acknowledged that he did sign this Power of
Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina,
Ohio, this 12th day of September, 2023.

Notary Signature: 

Printed Name: Sherry A. Crow

My Commission Expires: _____

SHERRY A. CROW
Notary Public

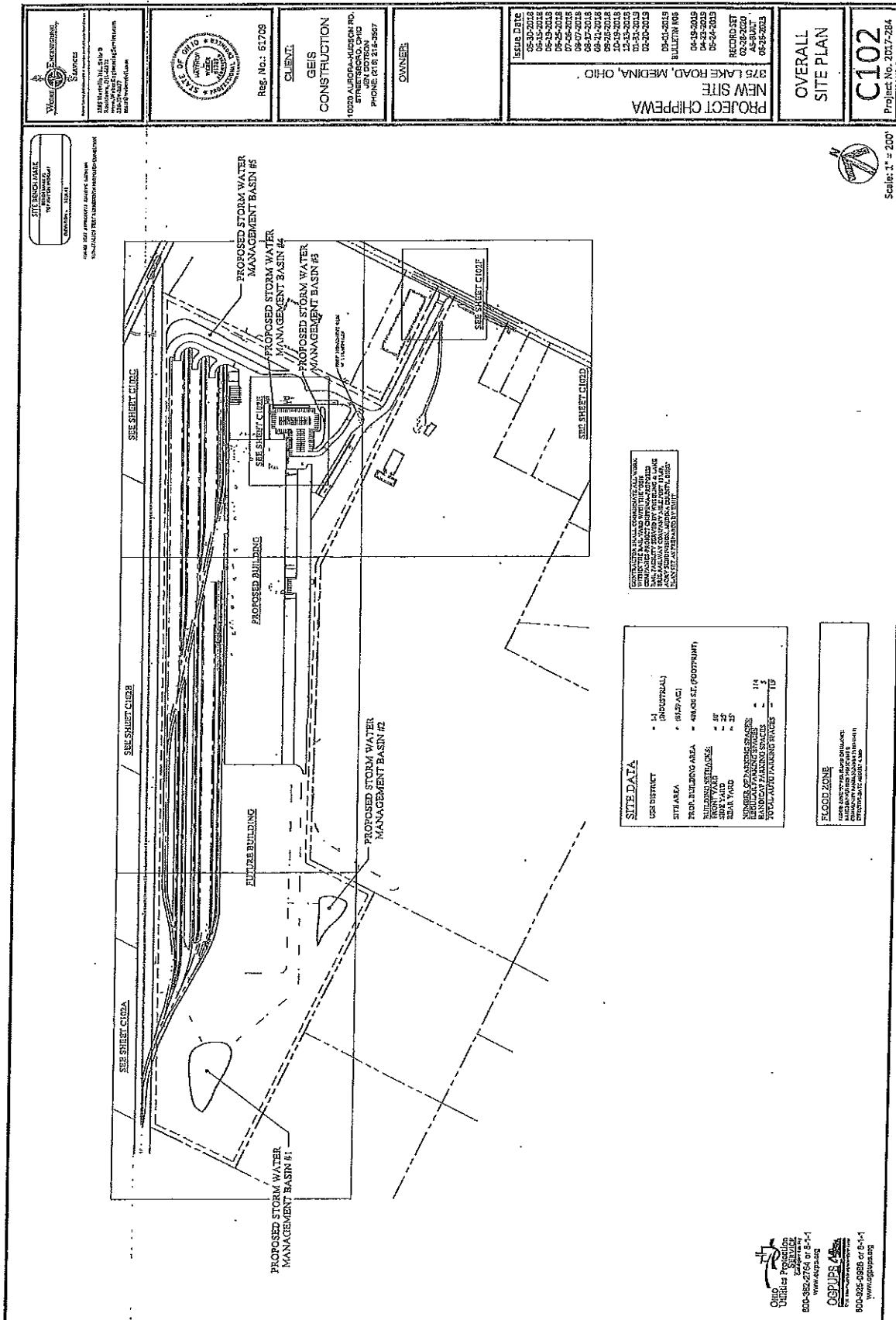
Notary Seal: _____

State of Ohio, Medina County
My Commission Expires 5-27-24

This instrument was prepared by:

Matthew L. Weber, Engineer
2555 Hartville Road, Suite B
Rootstown, OH 44272

Ver. November, 2021



Ravago



Maintenance Task Comprehensive Report

	Task ID# PMI-013	Description	Weekly Retention Pond Inspection
General			
Task Group	Inspection	Custom Field #1	
Work Order Priority	04 - Low	Custom Field #2	
Estimated Hours	2.00	Custom Field #3	
Craft General Labor Maintenance		Custom Field #4	
Crew Size	1.00		
Task Instructions			
	Inspect retention ponds RP-001, RP-002, RP-003, RP-004, & RP-005.		
	Pretreatment (Create a separate work order for any issues found)		
	1). Check for accumulation of sediment.		
	2). Check for trash and debris.		
	Dewatering (Create a separate work order for any issues found).		
	1). Check for the water quality orifice to see if it is visible.		
	Inlets (Create a separate work order for any issues found).		
	1). Check the structural condition.		
	2). Check for accumulation or blocking of the inlets with sediment, trash, or debris.		
	3). Check the inlets for erosion.		
	Embankment (Create a separate work order for any issue found).		
	1). Check for sinkholes, cracks, or seeps in the embankment.		
	2). Check for trees or woody vegetation on the embankment,		
	Basin Permanent Pool (Create a separate work order for any issues found).		
	1). Check for any trash or debris.		
	2). Check for an accumulation of sediment which would reduce the pond volume,		
	3). Check for invasive plants.		
	4). Check for erosion on the shoreline.		
	5). Check for excessive algae blooms.		
	Side Slopes and Embankment (Create a separate work order for any issues found).		

Ravago

Maintenance Task Comprehensive Report

- 1). Check for erosion.
 - 2). Check for sinkholes, animal borrows or instability.
- Outlets and Overflow Structure. (Create a separate work order for any issues found).
- 1). Check the outlet structure condition.
 - 2). Check for sediment, trash, or debris that may be blocking the trash racks or overflow structure.
 - 3). Check for erosion occurring around the outlets or outlet structure.
 - 4). Check the joints for leaks.

Complete work order in M-Pulse when work has been completed.

Safety Procedures

Inventory

Media

Comments

Wet Pond or Wet Extended Detention Basin Inspection and Maintenance Checklist

Facility: Ravago			
Location/Address: 375 Lake Road Medina, OH 44256			
Date:	Time:	Weather Conditions:	Date of Last Inspection:
Inspector:		Title:	
Rain in Last 48 Hours <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list amount and timing:			
Pretreatment: <input type="checkbox"/> vegetated filter strip <input type="checkbox"/> swale <input type="checkbox"/> forebay <input type="checkbox"/> other, specify:			
Site Plan or As-Built Plan Available: <input type="checkbox"/> Yes <input type="checkbox"/> No			

Inspection Item	Comment			Action Needed
1. PRETREATMENT				
Sediment has accumulated.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trash and debris have accumulated.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. DEWATERING				
The water quality orifice is visible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. INLETS				
Inlets are in poor structural condition.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment has accumulated and/or is blocking the inlets.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the inlets.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. EMBANKMENT				
Sinkholes, cracks or seeps are visible in the embankment.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trees or woody vegetation present on the dam or embankment.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. BASIN PERMANENT POOL				
Trash and debris have accumulated.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment has accumulated and reduced pool volume.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Invasive plants are present.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is present at shoreline.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Excessive algae blooms are present.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. SIDE SLOPES AND EMBANKMENT				
Erosion is evident.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes, animal borrows or instability is present.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. OUTLETS AND OVERFLOW STRUCTURE				
Outlets or overflow structures in poor structural condition.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment, trash or debris is blocking the outlets, trash racks or overflow structure.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the outlets or outlet structure.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Joints are water tight and no leaks are visible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes

Wet weather inspection needed Yes No

Site Sketch:

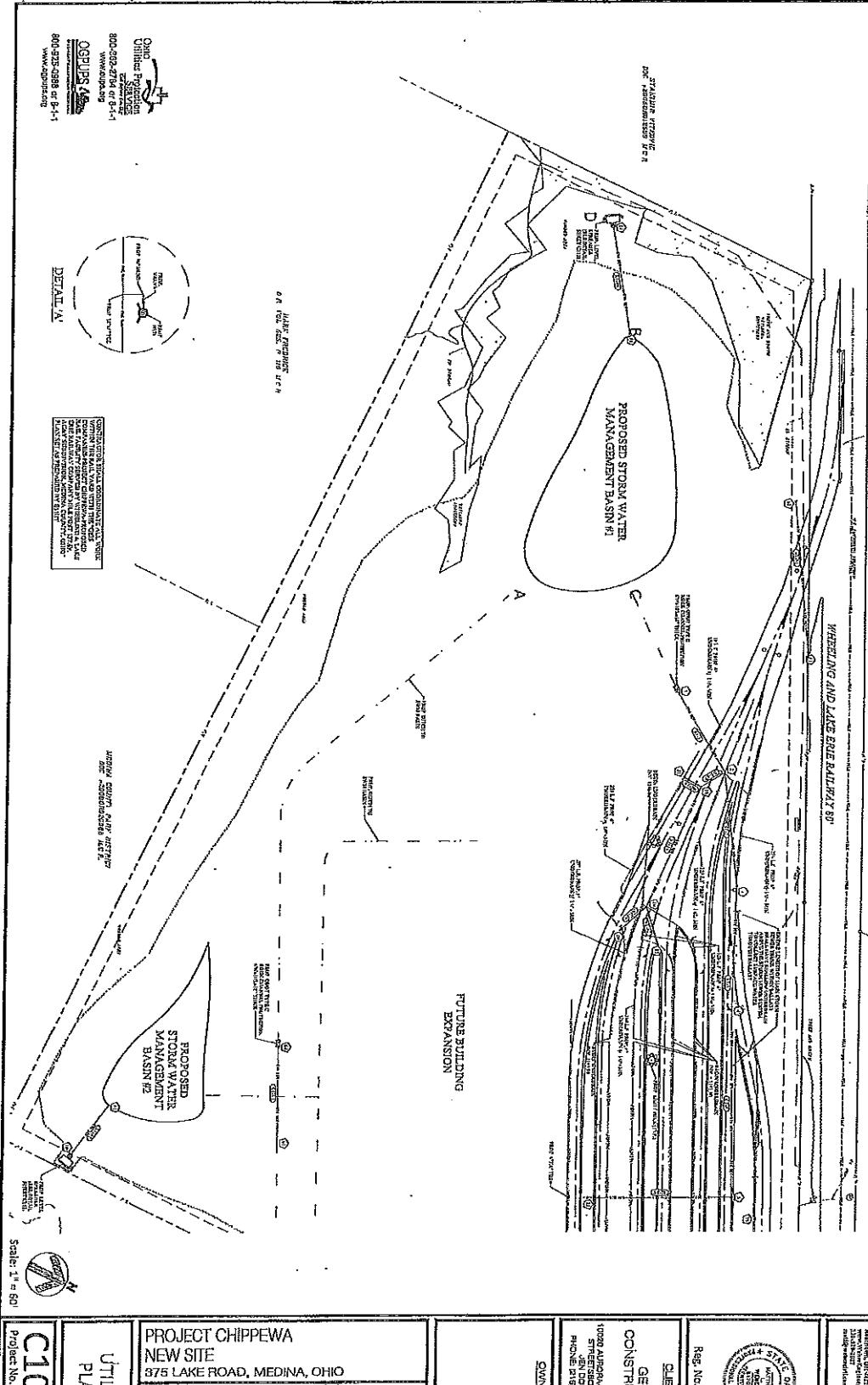
EXHIBITS

Storm Water Management Basin #1 Letters Designate Picture Locations

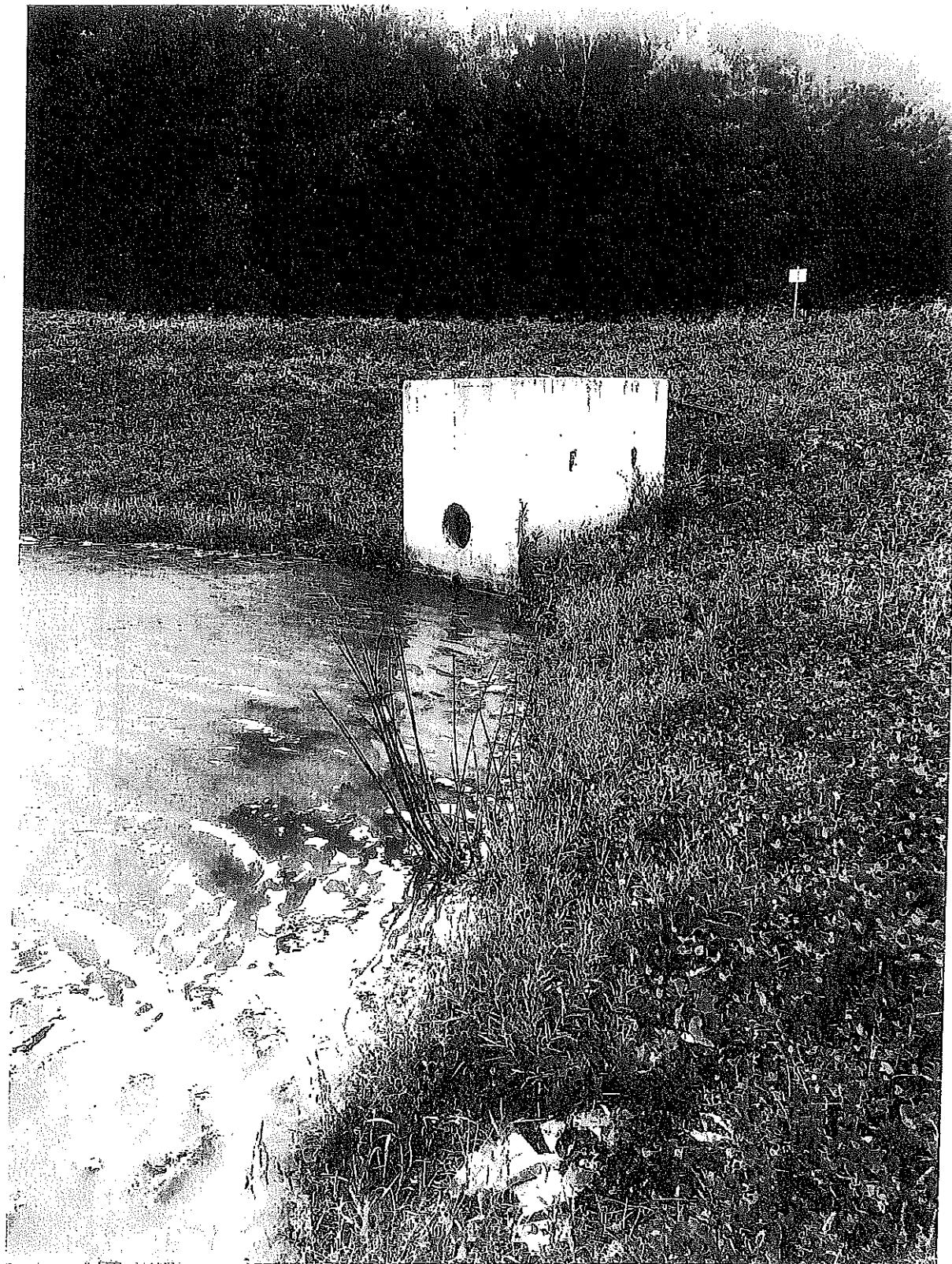
**EXISTING & PROPOSED STORM STRUCTURE SCHEDULES
EXISTING & PROPOSED SANITARY STRUCTURE SCHEDULES**

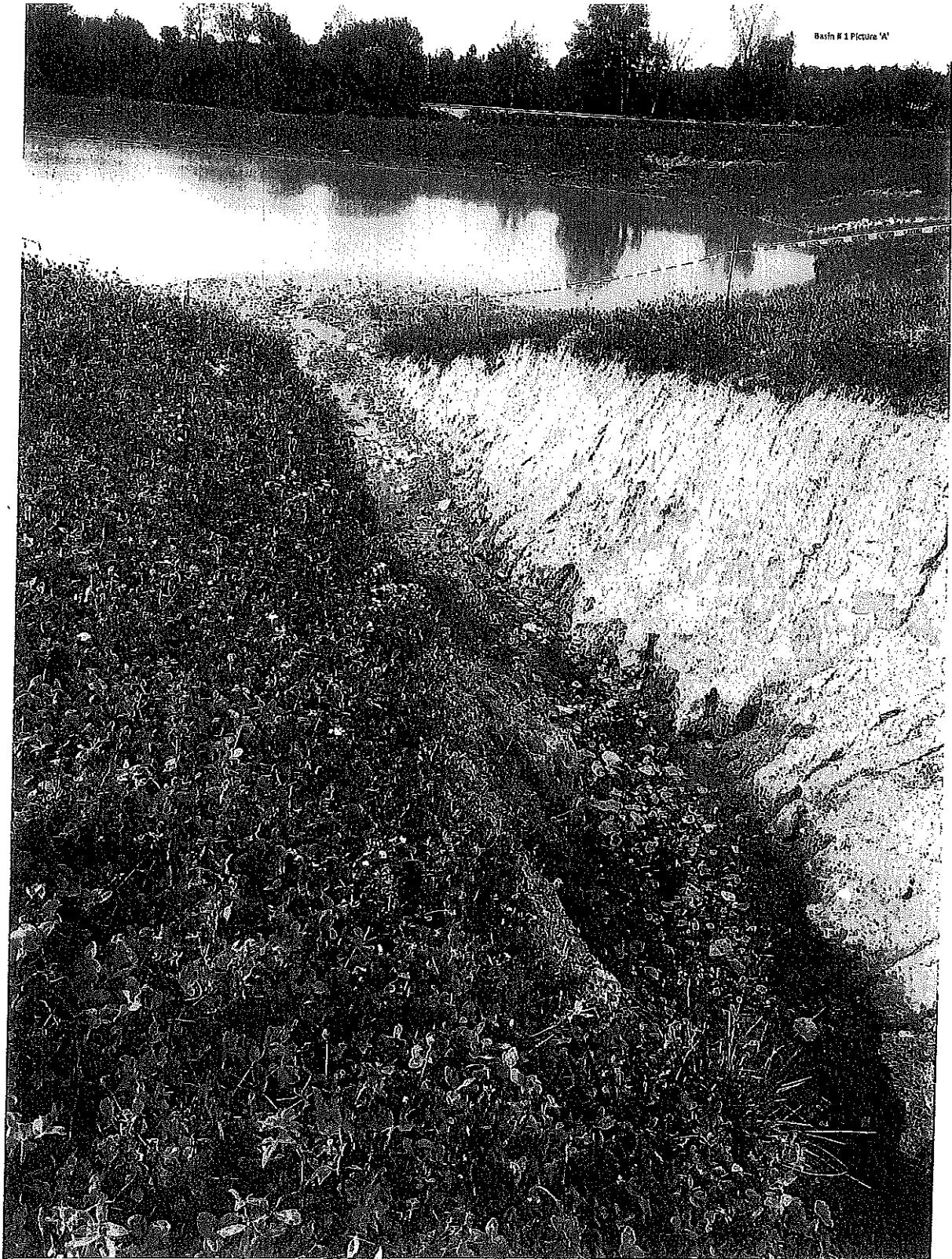
LETTERS DESIGNATE PICTURE LOCATIONS

वार्षिक
संक्षेप

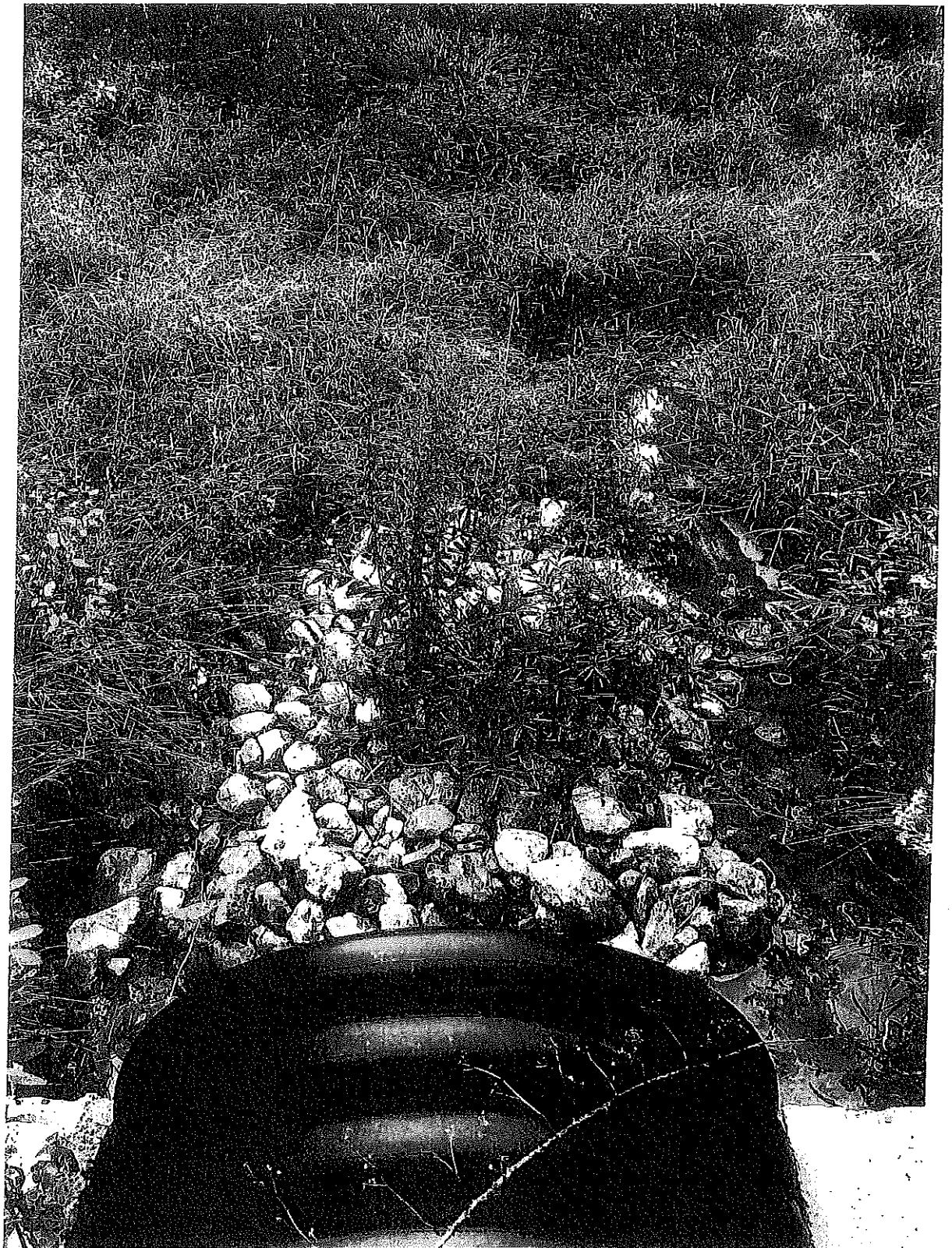


A rectangular sign for Project Chipewa New Site. The top half contains the project name in large, bold, black capital letters. The bottom half provides address details: 375 Lake Road, Medina, Ohio. A small map icon is located to the left of the address. The sign is mounted on a metal post.



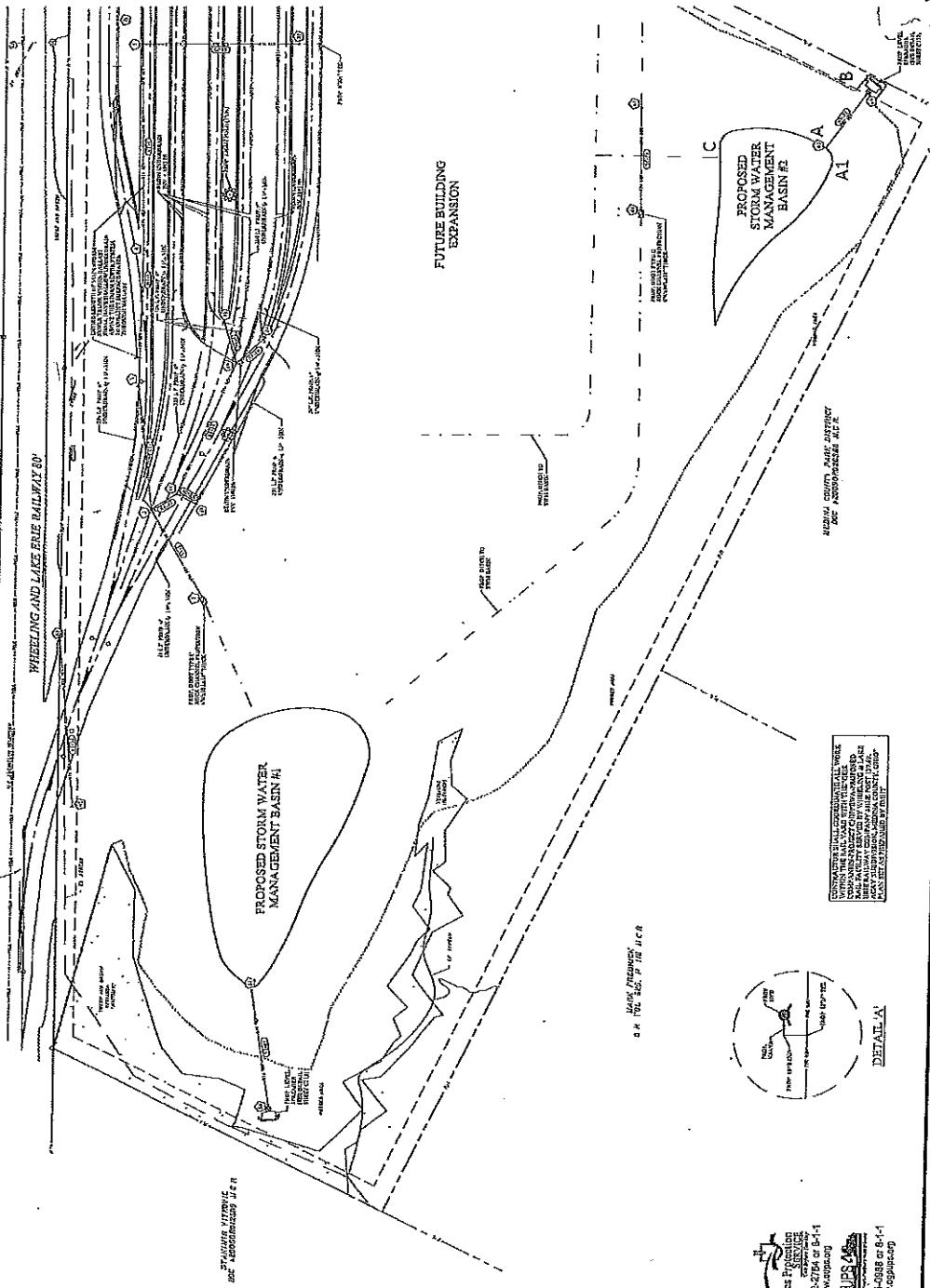




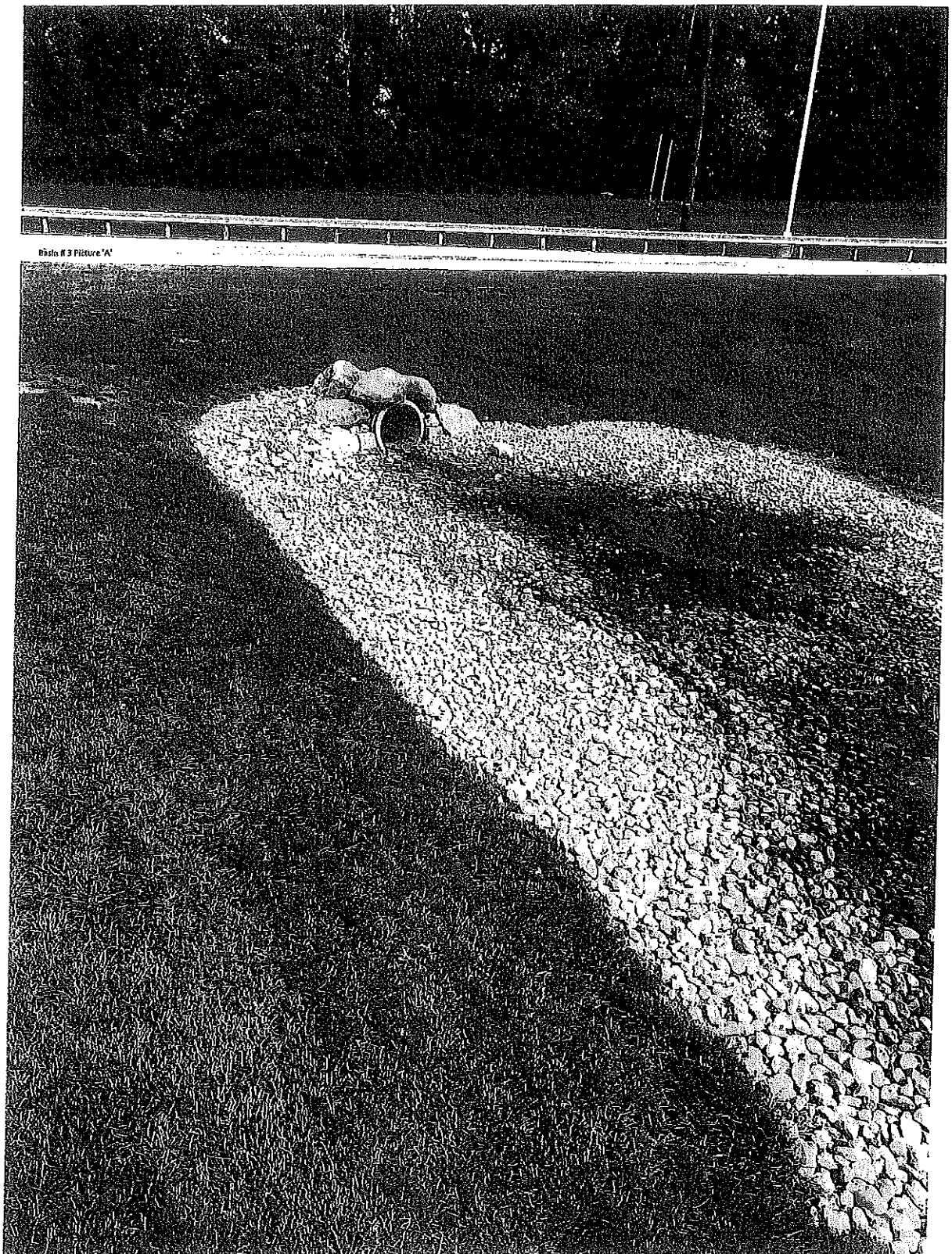


Storm Water Management Basin #2
Letters Designate Picture Locations

EXISTING & PROPOSED STORM STRUCTURE SCHEDULES,
EXISTING & PROPOSED SANITARY STRUCTURE SCHEDULES
AND PROPOSED WWD SCHEDULE



WHEELING & LAKESIDE RAILROAD CO. SUBDIVISION Division 1, Block 4 375 Lake Street, Medina, Ohio Reserve #102 Revised 10/2010 http://www.wlrr.com	REG. NO.: 61705 REG. DATE: 05-30-2010 STREET ADDRESS: 1020 AURORA-HUDSON RD. CITY: MEDINA, OHIO PHONE: (330) 215-3507	CLIENT: GIES CONSTRUCTION 1020 AURORA-HUDSON RD. STREET ADDRESS: 1020 AURORA-HUDSON RD. CITY: MEDINA, OHIO PHONE: (330) 215-3507 OWNER:	Issue Date 05-30-2010 06-15-2010 06-29-2010 07-13-2010 08-07-2010 △08-17-2010 △09-21-2010 09-26-2010 10-19-2010 12-13-2010 01-20-2011 02-03-2011 03-01-2011 BULLETIN #65 04-15-2011 04-29-2011 05-24-2011 RECD BY SET 02-26-2010 Assessor 02-26-2010 03-26-2011	PROJECT CHIPPEWA NEW SITE 375 LAKE ROAD, MEDINA, OHIO	UTILITY PLAN C103A Project No. 2010-284
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Basin K 3 Picture "A"

Storm Water Management Basin #4
Letters Designate Picture Locations

**EXISTING & PROPOSED STORM WATER MANAGEMENT SCHEDULES
EXISTING & PROPOSED SANITARY STRUCTURE SCHEDULES
AND PROPOSED PIPE SCHEDULE**

STORM WATER MANAGEMENT BASIN
WATER SYSTEMS INC.
1000 E. 10TH STREET, SUITE 100
COLUMBUS, OHIO 43215-3100
PHONE: (614) 876-1000
FAX: (614) 876-1001
E-MAIL: info@water.com

Ref. No.: 61709

CLIENT:
GES CONSTRUCTION
1000 ALBION-HUDSON RD.
COLUMBUS, OHIO 43228
PHONE: (614) 214-5077

OWNER:

PROJECT CHIEFPEWA
NEW SITE ROAD, MEDINA OHIO

Issue Date:
05-04-2013
06-15-2013
06-25-2013
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08-07-2013

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Storm Water Management Basin #5 Letters Designate Picture Locations

Letters Designate Picture Locations

EXISTING & PROPOSED STORM STRUCTURE SCENARIOS.
EXISTING & PROPOSED SANITARY STRUCTURE SCENARIOS.

