

**CITY OF KIRTLAND**

**RESOLUTION NUMBER 24-R-5**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INSPECTION AND MAINTENANCE AGREEMENT FOR STORMWATER BEST MANAGEMENT PRACTICES WITH THE PARKS FARM HOMEOWNERS' ASSOCIATION.**

**WHEREAS**, the plat for Parks Farm Subdivision has been approved by the Planning and Zoning Commission of the City of Kirtland and the City Engineer, and it has been presented to this Council for approval; and

**WHEREAS**, upon this Council's approval of the subdivision plat, it is necessary that the Parks Farm Homeowners' Association and the City of Kirtland enter into an inspection and maintenance agreement for stormwater best management practices;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Kirtland, County of Lake, State of Ohio, that:

**SECTION I:** The Mayor be and he is hereby authorized and directed to enter into an Agreement with the Parks Farm Homeowners' Association, a copy of which Agreement is attached hereto and made a part hereof as though fully rewritten herein as Exhibit "A."

**SECTION II:**

(a) It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed 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 all legal requirements including Section 121.22 of the Ohio Revised Code.

(b) This Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

DATE PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Submitted to the Mayor for his  
Approval on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

ATTEST:

Approved by the Mayor, this \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Clerk of Council  
Parks Farm Maint. Agreement Authorization

\_\_\_\_\_  
Mayor Kevin F. Potter

**INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES – PARKS FARM SUBDIVISION**

This Inspection and Maintenance Agreement, made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the *Parks Farm Homeowners' Association* (hereafter referred to as the Owner) and the *City of Kirtland* hereafter referred to as the Community, provides as follows:

**WHEREAS**, the Owner is responsible for certain real estate shown in 2021 as Tax Map Nos. 20-A-020-0-00-047-0 and developed as *Parks Farm Subdivision* 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 *storm sewers, catch basins, drainage swales, wet detention basins, water quality outlets, and stormwater outlets*, as shown and described on the attached Comprehensive Stormwater Management Plan *attached as Exhibit A*; and,

**WHEREAS**, to comply with Section 1466.08 (d) (10) of the Codified Ordinances of the *City of Kirtland* Comprehensive Stormwater Management, pertaining to this project, the Owner has agreed to maintain 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 REPORTS AND AS BUILT CERTIFICATION**

The Owner shall certify in writing to the *City of Kirtland* 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 As Built Certifications of the locations of all access and maintenance easements and each storm water management practice, including those practices permitted to be located in, or within riparian setback areas and the drainage areas served by each storm water management practice.

**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 Stormwater 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 schedule for periodic maintenance. The Owner shall maintain, update, and store the maintenance records for the storm water management practices. The specific Maintenance Plans for each storm water management practice are as follows:
  - (a) Stormwater Detention Basin Maintenance. To be completed ANNUALLY.
    - (1) Remove woody vegetative growth from ponding area including embankments.
    - (2) Check that the water quality orifices are flowing.
    - (3) Repair erosion to outfalls and spillways.
    - (4) Inspect, clean and repair and/or replace damaged structures, such as catch basins, risers, pipes, and headwalls.
    - (5) Repair animal burrows and/or other leaks in the dam/embankment structures.
    - (6) Remove debris from overflow spillways and grates.
    - (7) Mow embankments and remove woody vegetation on embankments.
    - (8) Inspect and remove invasive plants.
    - (9) Remove trash and/or accumulated sediment.
    - (10) Dredge pond on a 5-7 year cycle or as necessary to retain design capacity.
  - (b) Drainage Swales, Catch Basin, and Pipe Maintenance. To be completed ANNUALLY.
    - (1) Remove leaves and debris from swales and mow as necessary to retain design capacity and flow path.
    - (2) Inspect, clean and Repair and/or replace damaged catch basins, storm pipes, and headwalls.
3. The Owner shall perform all maintenance in accordance with the above Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the *City of Kirtland*.

**C. INSPECTION AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES**

1. The Owner shall inspect all storm water management practices listed in Section B above, 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 Section B above at least once every year thereafter.
3. The Owner shall submit Inspection Reports in writing to the *City of Kirtland* stormwater compliance officer 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) Woody vegetation in ponding areas and on embankments
- (ii) Erosion at spillways and outfalls & headwalls
- (iii) Any damage to outfall structures, riser pipes and headwalls
- (iv) Animal burrows or erosion in pond embankments
- (v) Invasive plant species
- (vi) Trash and accumulated sediment in the stormwater basins
- (vii) Condition of catch basins and swales
- (viii) Any other item that could affect the proper function of the Facility.

4. The Owner grants permission to the ***City of Kirtland*** to enter the Property and to inspect all aspects of the storm water management practices and related drainage whenever the ***City of Kirtland*** deems necessary. The ***City of Kirtland*** shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.
5. The Owner shall make all repairs within thirty (30) days of their discovery through Owner inspections or through a request from the ***City of Kirtland***. If repairs will not occur within this thirty (30) day period, the Owner must receive written approval from the ***City of Kirtland*** 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 Maintenance Plan, or, in the event of an emergency as determined by the ***City of Kirtland***, it is the sole discretion the ***City of Kirtland***, after providing fourteen (14) day written 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 of Kirtland*** upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the ***City of Kirtland***. All costs expended by the ***City of Kirtland*** in performing such necessary maintenance or repairs shall create lien rights against the properties of the Owner. Nothing herein shall obligate the ***City of Kirtland*** to maintain the storm water management practices.

#### **D. FUNDING**

The Owner shall specify the method of funding for the perpetual inspection, operation, and maintenance of the storm water management practices listed in this Inspection and Maintenance Agreement. This funding mechanism shall be approved by the ***City of Kirtland***.

#### **E. INDEMNIFICATION**

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the ***City of Kirtland*** 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 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.
3. 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.
4. The current Owner shall promptly notify the *City of Kirtland* when the Owner legally transfers any of the Owners responsibilities for the storm water management practices. The Owner shall supply the *City of Kirtland* with a copy of any document of transfer, executed by both parties.
5. Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the Clerk's Office of the Circuit Court of *County of Lake*, Ohio, at the Owner's expense.

IN WITNESS WHERE OF, the Owner has caused this Inspection and Maintenance Agreement to be signed in its names by a duly authorized person.

By:

Parks Farm Homeowners' Association

By:

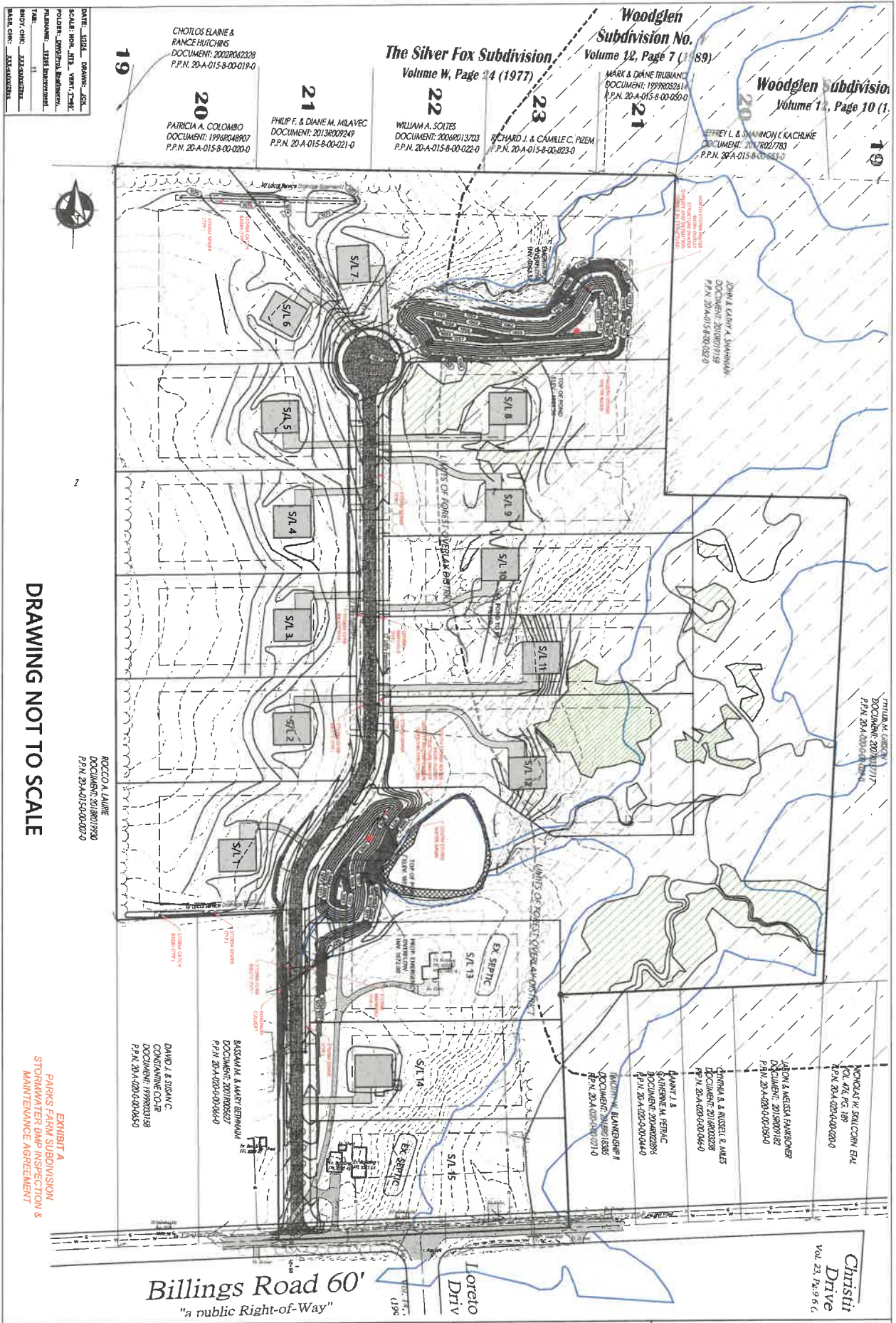
City of Kirtland, Ohio

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Timothy Parks

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Kevin F. Potter, Mayor



DATE: 10/14/18 DRAWN: JSL  
 SCALE: 1/8" = 1'-0" VERT. 1/4" = 1'-0"  
 PROJECT: DRAINAGE IMPROVEMENT  
 PLAN: STORMWATER BWP INSPECTION & MAINTENANCE AGREEMENT  
 SHEET NO.: 01 OF 01  
 DRAWING NOT TO SCALE

CHOTOS ELAINE & RANCE HUTCHINS  
 DOCUMENT: 20020452328  
 P.P.N. 20-A-015-8-00-019-0

PATRICIA A. COLOMBO  
 DOCUMENT: 1976048907  
 P.P.N. 20-A-015-8-00-023-0

PHILIP F. & DIANE M. MILAVEC  
 DOCUMENT: 2013R029249  
 P.P.N. 20-A-015-8-00-021-0

WILLIAM A. SOUTES  
 DOCUMENT: 2006R013703  
 P.P.N. 20-A-015-8-00-022-0

RICHARD J. & CAMILLE C. PLEW  
 DOCUMENT: 1997R023261  
 P.P.N. 20-A-015-8-00-050-0

MARK & DIANE TRUBIANI  
 DOCUMENT: 1997R023261  
 P.P.N. 20-A-015-8-00-050-0

WILLIAM A. SOUTES  
 DOCUMENT: 2006R013703  
 P.P.N. 20-A-015-8-00-022-0

JEFFREY L. & JENNIFER C. CACHRKE  
 DOCUMENT: 2017R027783  
 P.P.N. 20-A-015-8-00-053-0

JOHN & KATHY A. BISHOP  
 DOCUMENT: 2010R070789  
 P.P.N. 20-A-015-8-00-052-0

PHYLLIS M. GIBSON  
 DOCUMENT: 2010R011717  
 P.P.N. 20-A-015-8-00-054-0

ROCCO A. LAURE  
 DOCUMENT: 2018R01990  
 P.P.N. 20-A-015-8-00-007-0

MONICA W. SULLIVAN, Esq.  
 VOL. 17, PG. 189  
 P.P.N. 20-A-020-00-020-0

JASON & MELISSA FANBOWER  
 DOCUMENT: 2010R09182  
 P.P.N. 20-A-020-00-050-0

SYNTHIA & ROBERT L. WELLS  
 DOCUMENT: 2018R03238  
 P.P.N. 20-A-020-00-044-0

DAVID J. & KATHY M. HERRICK  
 DOCUMENT: 2004R02285  
 P.P.N. 20-A-020-00-044-0

WILLIAM J. BLANKENSHIP #1  
 DOCUMENT: 2010R18885  
 P.P.N. 20-A-020-00-071-0

ROSEMARY & MARY BERNARD  
 DOCUMENT: 2010R05527  
 P.P.N. 20-A-020-00-060-0

DAVID J. & KATHY M. HERRICK  
 DOCUMENT: 2004R02285  
 P.P.N. 20-A-020-00-044-0

**Christi Drive**  
 Vol. 21, Pg. 96 C

**Billings Road 60'**  
 "a public Right-of-Way"

**Loreto Drive**

**OVERALL DEVELOPMENT STORMWATER MAINTENANCE EXHIBIT**

**18285**

**POLARIS ENGINEERING & SURVEYING, INC.**  
 3460 CHARLTON ROAD - SUITE D  
 WILLOUGHBY HILLS, OHIO 44094  
 (440) 944-4431 (440) 944-3722 (Fax)  
 www.polaris-es.com

**PARKS FARM SUBDIVISION**

**CITY OF KITLAND - LAKE COUNTY - OHIO**