

**STORMWATER CONTROL MEASURES
INSPECTION AND MAINTENANCE AGREEMENT**

This Inspection and Maintenance Agreement, made this ____ day of _____, 20__, by and between _____, (hereafter referred to as the “Owner”) and the City of Avon (hereafter referred to as the “City”), provides as follows:

WHEREAS, the Owner is responsible for certain real estate within the City of Avon known as Permanent Parcel No. _____ that is to be developed as _____(hereinafter referred to as the “Property”); and,

WHEREAS the Owner is providing a stormwater management system consisting of the following Stormwater Control Measures (SCMs): stormwater management basins; post-construction water quality features; storm sewer systems leading thereto; and any appurtenances integral to the proper operation of such items, as shown and described on the Final Development Plan prepared by: _____ and dated _____, 20__;
and,

WHEREAS, to comply with Section 1050.10, Comprehensive Stormwater Management, of the Avon Codified Ordinances, pertaining to this project, the Owner has agreed to maintain the Stormwater Control Measures detailed in the approved plans for the above noted development project 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 & AS-BUILT CERTIFICATION

The Owner shall certify in writing to the City within 30 days of completion of the development project detailed in the plans noted above that all SCMs are constructed in accordance with the approved plans and specifications. The Owner shall further provide As-Built Certifications of all SCMs on the site in accordance with Section 1050.12 of the Codified Ordinances of the City of Avon. In evaluating this certification, the Avon City Engineer may require the submission of a new (partial or full) set of stormwater calculations if he/she determines that the SCM design was altered significantly during construction from the approved Comprehensive Stormwater Management Plan and development plans noted herein previously approved by the City Engineer. The as-built survey must provide the location, dimensions, volume and elevations of the SCMs depicted on the plans noted herein.

B. MAINTENANCE PLANS FOR THE STORMWATER CONTROL MEASURES

1. The Owner agrees to maintain in perpetuity all SCMs in accordance with approved Maintenance Plans listed in #2 below and in a manner, that will permit the SCMs 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 and the development plans noted herein. This includes all pipes and channels built to convey stormwater to the SCMs, as well as structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.

2. The Owner shall provide a Maintenance Plan for each SCM. The maintenance plans shall include a schedule for monthly and annual maintenance. The Owner shall maintain, update, and store the maintenance records for the SCMs. The specific Maintenance Plans for each SCM are as follows:
 - a) Stormwater Pond Maintenance. To be completed MONTHLY.
 - 1) Remove floating debris.
 - 2) Remove woody vegetative growth from pond area including embankments.
 - 3) Remove trash and/or accumulated sediment.
 - 4) Remove obstructions in orifices and/or outlets.
 - b) Stormwater Pond Maintenance. To be completed ANNUALLY.
 - 1) Repair erosion to outfall or spillway.
 - 2) Repair and/or replace damaged structures, such as catch basins, risers, pipes, and headwalls.
 - 3) Repair animal burrows and/or other leaks in the dam structures.
 - 4) Remove debris from overflow spillway and grates.
 - 5) Mow embankments and remove woody vegetation on embankments.
 - 6) Inspect and remove invasive plants.
 - 7) Dredge pond on a 3-year to 7-year cycle or as necessary to retain design capacity.
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 Avon

C. INSPECTION & REPAIR OF STORMWATER CONTROL MEASURES

1. The Owner shall inspect all SCMs 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 stormwater management practices listed in Section B above at least once every year thereafter in accordance with Sections 1050(d) (10)M & 1050.13 of the Avon Codified Ordinances. Annual Inspection Reports prepared by stormwater certified person (e.g., P.E., CESSWI, CPESC), as approved by the City Engineer, are due to the City prior to August 1st of each calendar year.

3. The Owner shall submit Inspection Reports in writing to the City of Avon 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 of Avon to enter the Property and to inspect all aspects of the SCMs and related drainage appurtenances whenever the City of Avon deems necessary. The City of Avon 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 emergency repairs within ten (10) days of their discovery through Owner inspections or through a request from the City of Avon. The Owner shall make all repairs deemed non-emergency by the City of Avon within thirty (30) days of their discovery through Owner inspections or through a request from the City of Avon. If repairs will not occur within this applicable time period, the Owner must receive written approval from the Avon City Engineer for an alternate repair schedule.
6. In the event of i) any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the SCMs, or ii) the Owner fails to maintain the SCMs in accordance with the approved design standards and Maintenance Plan, or, iii) in the event of an emergency, as determined by the City of Avon in its sole discretion to protect the health, safety and welfare of the public, and after providing reasonable notice to the Owner, may 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 Avon upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the City of Avon. All costs expended by the City of Avon in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the City of Avon to maintain the stormwater management practices.

D. FUNDING

The Owner shall self-perform and fund the perpetual inspection, operation, and maintenance of the SCMs listed in this Inspection and Maintenance Agreement.

E. INDEMNIFICATION

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the City of Avon 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 Stormwater Control Measures, 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 stormwater 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 Avon when the Owner legally transfers any of the Owners responsibilities for the stormwater management practices. The Owner shall supply the City of Avon 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 City of Avon City Engineer’s office.

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

Executed By: _____

 Company Name Date
 Name & Position of Authorized Person Signing

Signatory Address: _____

Site Address: _____

Site Contact Person Information: _____

Accepted By: _____

Avon Mayor Bryan K. Jensen

Date