

CITY of OPELIKA
Stormwater Facility Maintenance Agreement
Detention/Retention Basin Ponds

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between {Insert full name of owner} hereinafter called the "Landowner", and the City of Opelika, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as {Tax Map/Parcel Identification Number)_____ as recorded by deed in the land records of Lee County, Alabama, Deed Book____ Page____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as _____{Name of Plan/Development), hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City provides for detention of stormwater within the confines of the property; and WHEREAS, the City and the Landowner, its **successors and assigns**, including any homeowners association, agree that the health, safety, and welfare of the residents of Opelika, Alabama, require that on-site stormwater management facilities be constructed and maintained on the Property; and WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its **successors and assigns**, including any homeowners association. NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working conditions so that these facilities are performing their design functions.
3. The Landowner, its successor and assigns, shall inspect the stormwater management facility and submit an inspection report annually (attached page 3). The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, access roads, berms,- outlet structure, pond areas, trash & debris, poisonous weeds and brush, misquotes, rodents, erosion, sediment accumulation, inlets & outlets, trash racks, emergency over flow, fencing and gates, etc. Deficiencies shall be noted in the inspection report and submitted to the Opelika City Engineer or Storm Water Coordinator each year (annually) no later than December 31st.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the maintenance or repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the Stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps

necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns.

This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outline on the approved plans, the schedule will be followed.

7. In the event the City pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, City attorney fees, costs and expenses of collection and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly. The Landowner also agrees to indemnify the City for any alleged liability under this agreement or in regard to the facilities.

9. This Agreement shall be recorded among the land records of Lee County, Alabama, and shall constitute a permanent recorded tied to or covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in the interests, including any homeowners association.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this _____ day of

20____, by _____ NOTARY PUBLIC.

My Commission Expires: _____

Approved as to Form:

City Attorney

Date



POST-Construction Detention/Retention Inspection
Engineering Department – Storm Water Management 334-705-5454
Public Works Facility 700 Fox Trail Opelika, Al.

Purpose: The purpose of this form is to document the observations made during an inspection of Detention/Retention ponds.

Inspection Information

OUTFALL # _____ if applies

Pond Number: _____ **Inspection Type:** Initial Routine Follow-up

Pond location: _____

Inspector Name: _____ **Date:** _____ / _____ / 20____

Property owner: _____ **Contact:** _____

Phone _____ **E-mail:** _____

Weather Conditions: Clear Cloudy Rain

Previous Rainfall: _____.__inches. **TYPE POND: DETENTION _____ RETENTION _____**

Pond Condition

Is the detention area accessible for maintenance equipment? Yes No : _____

Does the pond show signs of settling, sloughing or other problems? Yes No: _____

Does the slopes or spillway show signs of erosion or instability? Yes No: _____

Is there evidence of animals that could contribute to pond instability? Yes No: _____

Does the grass need mowing? Yes No Are there areas that need to be grassed? Yes No

Does brush or debris need clearing, i.e. cattails, trees willows? Yes No

Is there an accumulation of trash, debris and/or litter to be removed? Yes No

Any signs of vandalism that could affect the pond performance? Yes No _____

Any signs of pollution in standing water? Yes No No standing water : _____

Abnormally high water level? Yes No Erosion at high water mark? Yes No : _____

Other comments: _____

Structural Components

Are to pipes/inlets going into or out of the pond clogged or obstructed? Yes No : _____

Is the outfall channel from the pond functioning appropriately **and stable**? Yes No _____

Is the inflow trickle channel working properly? Yes No : _____

Is the detention structure orifice or overflow obstructed? Yes No : _____

Are the frames and covers with the outfall channel in good condition? Yes No : _____

Other Comments: _____

Plan of Action

- ____ Notify property owner of the inspection by certified mail within two days of inspection.
- ____ Request an acknowledgement within 5 days of receipt of inspection report
- ____ Request a plan of action within two weeks of receipt of inspection report
- ____ Require maintenance noted within two months of receipt of inspection report.
- ____ Continue Normal Inspection Schedule

