

When recorded mail copy to:

City of Prescott
City Clerk's Office
201 South Cortez Street
Prescott, AZ 86303

STANDARD OPERATION AND MAINTENANCE AGREEMENT
For Post Construction Stormwater Quality Best Management Practices (BMPs)
Facilities

Permit Number: [Permit#]

Parcel Number(s): [Parcel#]

Project Name & Address: [Project name]

[Project Address]

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, hereinafter called the "OWNER(S)" of the following property and the City of Prescott, Arizona, hereinafter referred to as the "City";

WITNESSETH

WHEREAS, the OWNER is proceeding to build on and develop the property; and

WHEREAS, the site plan known as [Project Name] hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater quality within the confines of the property pursuant with the City of Prescott Post Construction Stormwater Runoff Regulation Code (P.C.C. 16-6); and

WHEREAS, the City and the Owner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Prescott, Arizona, require that the on-site stormwater quality BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater quality BMP facilities, as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns. The Plan is attached hereto and fully incorporated herein as Exhibit A.

NOW, THEREFORE, for consideration of the mutual covenants stated below, the parties agree as follows:

1. The on-site stormwater quality BMP facilities shall be constructed by the Owner, its successors and assigns, in accordance with and specifications identified in the Plan (Exhibit A - attached hereto and fully incorporated herein) and shall, upon construction completion, be certified on the approved As-Built plans by the Engineer of Record.
2. The Owner, its successors and assigns, shall adequately maintain the stormwater quality BMP facilities as outlined in the Plan (Exhibit A) and contained within the Owner's property. Adequate maintenance is herein defined as good working condition, so that these facilities are performing their design functions. Common maintenance shall include the removal of debris (leaves, lawn clippings, twigs, etc.) and trash, checking outlet structures for clogging and cleaning, as necessary, replacing filter media, repairing erosive areas promptly upon observation and removing accumulated sediment.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter the property to inspect the stormwater quality BMP facilities whenever the City deems necessary. The purpose of the inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or as deemed necessary by the City. If problems are observed, the City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeline.
4. The Owner agrees to keep written records of inspections and repairs and to provide access to those records to the City upon request.
5. The terms of this agreement shall be binding upon the heirs, successors and assigns of the Owner and that any subsequent owner of the property shall be responsible for the maintenance of the system.
6. In the event that the Owner, its successors and assigns, fails to maintain the stormwater quality BMP facilities in good working condition acceptable to the City or make good faith efforts to comply with these requirements, the Owner may be subject to penalties outlined in the City of Prescott Post Construction Stormwater Runoff Regulation Code (City Code Chapter 16-6):

Violations of this Code may be punished by a fine of not less than Twenty-Five Hundred Dollars (\$2,500) or by imprisonment for a period not to exceed (30) days, or both such fine and

imprisonment. Such person shall be guilty of a separate offense for each day during which the violation occurs or continues.

7. The Property Owner(s) agree to defend, indemnify and hold harmless the City, its' employees, agents, officials, appointees, invitees and volunteers from any claims, demands, causes of action, liability, loss, property damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, in connection with or arising out of the Property Owner's negligence, or intentional acts or failures to act, or contractual breaches arising out of this Standard Operation and Maintenance Agreement.
8. This Agreement shall be recorded by the City of Prescott among the land records of Yavapai County, Arizona with the Yavapai County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests.

Attachment: Exhibit A

WITNESS the following signatures and seals:

Landowner Signature

Print or Type Name

Title

ATTEST:

By: _____

(Type Name)

(Type Title)

State of _____

County of _____

The foregoing Agreement was acknowledged before me this _____ day of _____,

20____,

By _____.

Notary Public

My Commission Expires _____

NOTARY PUBLIC

STORMWATER BMP MAINTENANCE GUIDELINES

Stormwater Equipment Manufacturer's Association
www.stormwaterassociation.com

The required maintenance interval for stormwater BMPs are often dependent upon the degree of pollutant loading from a particular drainage basin. BMP maintenance can best be broken into three categories: **inspection**, **routine maintenance**, and **major maintenance**. Though each BMP type has its own unique characteristics, **inspections** will generally consist of an assessment to assure its functionality and the general condition. **Routine maintenance** will generally consist of trash and vegetation removal, unclogging of drains, minor sediment removal and exchange of filter media where applicable. **Major maintenance** will be completed as required from inspections and generally consists of significant reconstruction due to failures in the BMP. Examples of Major Maintenance include dredging, excavation, removal of existing media, replacing fabric, replacing the under-drain, and reestablishment of vegetation. The following schedule is offered as a guideline for performing **Inspection** and **routine maintenance** for a range of BMP categories.

BMP	Inspection Frequency	Routine Maintenance Frequency
<i>Inspection Frequency key: A = annual; M=monthly; S=after major storms; Q=Quarterly; SA=Semi Annually</i>		
Bioretention Systems	A, S	2 x /year
Cartridge or Module Media Filtration Structures	SA	1 – 2 x /year
Catch Basin Inserts (long term)	Q	3 – 4 x /year
Dry Pond	M	3 – 4 x /year
Dry Wells	A	1 x /year
Filter Strips or Swales	M	2 – 3 x /year
Green Roofs	SA; S	2 – 3 x /year
Hydrodynamic or Gravity Separators	SA	1 – 2 x /year
Infiltration Trenches	A; S	2 – 3 x /year
Permeable Pavement	A	2 – 3 x /year
Rainwater Gardens	SA; S	2 – 3 x /year
Rainwater Harvesting	SA; S	2 – 3 x /year
Sand Filter	Q first year; SA after	1 – 2 x / year
Trash & Debris Screens	SA; S	2 – 3 x /year
Underground Storage Facilities	SA	1 x /year
Wetlands	SA	2 x /year
Wet Pond	Q	2 – 3 x /year

Above table developed by SWEMA as a general reference or guideline.