



Permanent Stormwater System Maintenance and Inspection Agreement

In accordance with Section 16-505 of the City of Eudora City Code which requires stormwater runoff control facilities including open drainage swales, channels, enclosed systems and detention structures on or adjacent to and abutting privately owned property and which are not under public ownership shall be maintained by the owner, occupant or agent in charge of such property. Such maintenance shall include but not be limited to keeping the facilities free and clear of weeds, brush, vegetable growth, debris and any other waste material which might impede or hinder the facilities' intended use. The City of Eudora requires that the owner, occupant or agent in charge of such property inspect the stormwater management facility in accordance with the attached maintenance plan. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc.

The owner, occupant or agent in charge of such property hereby grant permission to the City of Eudora, its authorized agents and employees, to enter upon the property and to inspect the stormwater management facilities whenever the City of Eudora deems necessary. If a Stormwater Utility Fee credit through the City of Eudora is sought, the owner, occupant or agent in charge of such property hereby agrees to independently retain a licensed Professional Engineer to conduct an annual inspection of the facility. Inspections must be summarized and submitted to the City of Eudora of the official form provided by the City of Eudora. The City reserves the right to conduct follow-up facility inspections at their discretion during the life of the credit.

The owner, occupant or agent in charge of such property will perform the work necessary to keep these facilities in good working order as appropriate. A maintenance schedule for the stormwater management facilities (including sediment removal) shall be outlined on attached maintenance and inspection plan. The owner, occupant or agent in charge of such property shall keep written records of any maintenance and/or observations. These records shall be made available to the City of Eudora for review upon request.

This Agreement imposes no liability of any kind whatsoever on the City of Eudora and the owner, occupant or agent in charge of such property agrees to hold the City of Eudora harmless from any liability in the event the stormwater management facilities fail to operate properly.

I accept responsibility for ownership and proper maintenance of the stormwater system facilities on the _____ site per the approved maintenance plan. I will complete any necessary repairs and/or preventative maintenance procedures in a timely manner to ensure proper functioning as a stormwater management device(s).

It is my understanding that if the maintenance plan is deemed to be inadequate, the City of Eudora may require the plan to be revised and I will abide by any prescribed revisions. I will continue to own and maintain the stormwater system facilities until the City of Eudora is notified in writing of a transfer in ownership and maintenance responsibility.

Owner/Agent Signature

Date

Owner/Agent Name and Title

Address

State of Kansas)
)
County of _____)

This Agreement was signed before me on _____ by _____,
Date Owner/Agent Name

as _____.
Owner/Agent Title

Witness my hand and official seal:

Notary Public

Date

Affix seal/stamp here: