

OPERATIONS & MAINTENANCE (O&M) AGREEMENT

To function as intended over the long term, BMPs must be periodically maintained. Privately owned facilities such as rain gardens, stormwater planters, and porous pavements on private property are the sole responsibility of the property owner to maintain. Prior to issuance of a development permit, the owner must sign an O&M agreement with the City of Grants Pass (O&M Form, included below), committing the owner and future owners to certain operation and maintenance activities. This agreement must be recorded with the deed in the City of Grants Pass's during the site plan review process.

Maintenance responsibility of BMPs located within public street right-of-ways or easements dedicated to the City will be the responsibility of the City. The City's maintenance responsibility will include periodic removal of accumulated trash, debris, and sediment, and repair or replacement of curbing, inlet drains, or rock check-dams. Weeding and trimming or replacement of shrubs, grasses, or other plantings will be the responsibility of the adjacent private property owner. Under no circumstance shall a private property owner place fill, trash, lawn trimmings, leaves, or unapproved plants into public or private BMPs.

FORM O&M INSTRUCTIONS

Read the form thoroughly prior to filling it out. If you have any questions about how to fill it out, or the responsibilities the form commits the owner to, please call Parks & Community Development at 541-450-6060.

- Fill out Box 1, including owner's name, telephone number, mailing address, site address, and site legal description.
- For Box 2, depending on which types of BMPs are being installed on the site, attach the corresponding BMP Maintenance Activities to the O&M Form, and check the applicable box (or boxes).
- Fill out Box 3, including party responsible for O&M, contact information if other than owner, anticipated installation date of the facility, and name of the person preparing the form.
- In Box 4, either sketch the property or include a separate site plan sheet including street frontage (label street name); means of access and access easements, if necessary; buildings; parking lots; walkways; and driveways. Indicate with *'s and/or polygons where each BMP is to be located, and label each one.
- Read the legal requirements in Box 5.
- Under witness of a certified notary, sign the form in Box 6, and have it notarized.
- Submit the completed Form O&M with the building permit application for review by the City of Grants Pass.



This Box for City of Grants Pass Recording Use Only

AFTER RECORDING, RETURN TO:

Public Works
101 NW A St.
Grants Pass, OR 97526

FORM O&M: Operations & Maintenance Agreement for Best Management Practices

Permit Application #: _____ Project #: _____

BOX 1

Owner's Name: _____ Phone Number: (____) ____-____

Mailing Address: _____

Site Address: _____

Site Legal Description: _____

BOX 2

Type of Practices. *Check all that apply:* Wet Pond Extended Wet Pond Dry Detention Facility
 Cluster Development Tree Protection Tree Planting Depaving and/or Restored Soils Contained Planter
 Vegetated Roof Porous Pavement (Type: _____) Rain Garden Stormwater Planter LID Swale
 Soakage Trench Drywell WQ Conveyance Swale Dispersion BMP Level Spreader

BOX 3

Party Responsible for maintenance of Best Management Practice (BMP). Check One:
 Property Owner Homeowner's Association Other (describe) _____

Contact Information (only if other than owner)

Maintenance Contact Name: _____ Phone Number: (____) ____-____

Maintenance Contact Address: _____

Estimated Date of Installation (mm/yyyy): _____

Prepared By: _____

BOX 4 Insert site plan here or attach separate sheet.

The practices located on this site plan are a required condition of permit approval for the identified property. The owner of the identified property is required to operate and maintain these facilities in accordance with the attached O&M plans. The requirement to operate and maintain these facilities in accordance with the O&M plans is binding on all current and future owners of the property. The O&M plan may be modified under written consent of new owners with written approval by and re-filling with the City of Grants Pass. Call (541)450-6110 for information or assistance.

BOX 5: LEGAL REQUIREMENTS

- I. OWNER INSPECTIONS. OWNER shall provide inspections of the Facilities as needed to ensure proper function on a continual basis. Proper function for each facility type is described in the Operations and Maintenance (O&M) Plan.
- II. DEFICIENCIES. All aspects in which the Facilities fail to satisfy the O&M Plan shall be noted as "Deficiencies".
- III. OWNER CORRECTIONS. All Deficiencies shall be corrected at OWNER'S expense within thirty (30) days after completion of the inspection. If more than 30 days is reasonably needed to correct a Deficiency, OWNER shall have a reasonable period to correct the Deficiency so long as the correction is commenced within the 30-day period and is diligently prosecuted to completion.
- IV. CITY OF GRANTS PASS INSPECTIONS. OWNER grants to the CITY OF GRANTS PASS the right to inspect the private stormwater Facilities. The CITY OF GRANTS PASS will endeavor to give ten (10) days prior written notice (as courtesy to OWNER), except that no notice shall be required in case of an emergency. The CITY OF GRANTS PASS shall determine whether Deficiencies need to be corrected. OWNER (at the address provided in this Agreement, or such other address as OWNER may designate in writing to CITY OF GRANTS PASS) will be notified in writing through the US Mail of the Deficiencies and shall make corrections within 30 days of the date of the notice.
- V. CITY OF GRANTS PASS CORRECTIONS. If correction of all OWNER or CITY OF GRANTS PASS identified Deficiencies is not completed within thirty (30) days after OWNER'S inspection or CITY OF GRANTS PASS notice, CITY OF GRANTS PASS shall have the right to have any Deficiencies corrected. The CITY OF GRANTS PASS (i) shall have access to the Facilities for the purpose of correcting such Deficiencies and (ii) shall bill OWNER for all costs reasonably incurred by CITY OF GRANTS PASS for work performed to correct such Deficiencies ("CITY OF GRANTS PASS Correction Costs") following OWNER'S failure to correct any Deficiencies in the Facilities. OWNER shall pay to CITY OF GRANTS PASS the City of Grants Pass Correction Costs within thirty (30) days of the date of the invoice. If payment is not made within 30 days, the CITY OF GRANTS PASS shall collect pursuant to APPROPRIATE CITY OF GRANTS PASS STATUTE OR CODE regarding enforcement of cost assessment. OWNER understands and agrees that upon non-payment, City of Grants Pass Correction Costs shall be secured by a lien on OWNER'S property for the CITY OF GRANTS PASS Correction Cost amount plus interest and penalties.
- VI. EMERGENCY MEASURES. If at any time the CITY OF GRANTS PASS reasonably determines that the Facilities create any imminent threat to public health, safety or welfare, the CITY OF GRANTS PASS may immediately and without prior notice to the Owner take measures reasonably designed to remedy the threat. The CITY OF GRANTS PASS shall provide notice to OWNER of the threat and the measures taken as soon as reasonably practicable, and charge OWNER for the cost of corrective measures.
- VII. FORCE AND EFFECT. This Agreement has the same force and effect as any deed covenant running with the land and shall benefit and bind all owners of the site, present and future, and their heirs, successors and assigns.
- VIII. ASSIGNMENT TO HOMEOWNERS ASSOCIATION; PROPERTY OWNERS LIABLE. The OWNER may assign this Agreement to a homeowner's association comprised of the owners of the benefiting properties. However, the respective owners of each property shall be jointly and severally liable for CITY OF GRANTS PASS Correction Costs if not otherwise paid. All notices to OWNER shall be sent to the address designated in writing by the homeowner's association.
- IX. AMENDMENTS. The terms of this Agreement may be amended only by mutual agreement of the parties. Any amendments shall be in writing, shall refer specifically to this Agreement, and shall be valid only when executed by both parties to this Agreement and recorded in the Official Records of Josephine County.
- X. PREVAILING PARTY. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees as may be determined by the court having jurisdiction, including any appeal.
- XI. SEVERABILITY. The invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement, which can be given effect without such invalid part or parts.

BOX 6

BY SIGNING BELOW, filer accepts and agrees to the terms and conditions contained in this operations and maintenance plan and in any document executed by filer and recorded with it.

Filer _____

NOTARIZATION: GIVEN under my hand and official seal
this _____ day of _____, _____.
Notary Public in and for the State of Oregon:
My Appointment Expires on: