

STORMWATER MANAGEMENT/BMP

FACILITIES COVENANT

**City of Columbia, Missouri
Public Works Department
(573) 874-7250**

THIS Covenant made and entered into this _____ day of _____, 20____, by and between _____, a _____ of the County of _____ in the State of _____, Grantor, hereinafter called the "Landowner", and the City of Columbia, Missouri, a municipal corporation of the County of Boone in the State of Missouri, Grantee, hereinafter called the "City." Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205. Grantor's mailing address is _____.

WHEREAS, the Landowner is the owner of certain real property described as (Boone County County Tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of Boone County, Missouri at Deed Book _____ Page _____, with the legal description of _____

INSERT LEGAL DESCRIPTION

hereinafter called the "Property;" and

WHEREAS, the Landowner is proceeding to, or has, made improvements on the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____ (Name of Plan/Development) hereinafter called the "Plan," which is expressly incorporated herein by reference, as approved, or to be approved, by the City, provides for detention of stormwater and/or storm water quality treatment within the confines of the Property; and

WHEREAS, the City requires that onsite stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association;

WHEREAS, City of Columbia, Code of Ordinances, Chapter 12 A, Article V addresses issues relating to the operation and/or maintenance of stormwater systems; and

WHEREAS, the Landowner, its successors and assigns, understands that the execution and adherence to the provisions of this Covenant is a condition precedent to the City's permitting, approving the plan, and/or approving the final plat for the Property and subdivision located thereon;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants the parties hereby agree as follows:

1. The stormwater management/BMP facilities and conveyances shall be constructed, operated, and maintained by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan, as well as in accordance with State and Federal law, the City of Columbia Stormwater Management and Water Quality Manual, and any and all applicable City ordinances.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater facilities and improvements on the Property. Adequate Maintenance required by this Covenant shall include, but is not limited to, scheduled and corrective maintenance of all facilities and improvements intended to manage and/or control stormwater on the Property, with such facilities and improvements to expressly include, but not be limited to pipes, channels, structures, vegetation, berms, outlet structures, pond areas, access roads, or any other improvement relating to stormwater (the "Stormwater Facilities and Improvements"). Adequate maintenance is herein defined as keeping such Stormwater Facilities and Improvements in good working condition such that they satisfactorily perform their intended design functions and complying with attached maintenance procedures and schedules (Attachment 'A').
3. The Landowner, its successors and assigns, shall inspect and maintain the Stormwater Facilities and Improvements a minimum of once per year and more often as required by Attachment 'A', and keep records of the inspection, repair, maintenance and any modifications to the facilities and shall retain these records for a minimum of five (5) years. Inspections shall be made utilizing the forms in Attachment 'B'. BMP's shall be inspected after each Water Quality Storm event, which is a storm with rainfall greater than or equal to 1.3 inches. These records shall be made available to the Director of Public Works during inspection of the facility or at any time upon request. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Facilities and Improvements located on the Property. Each annual inspection shall include a full and complete inspection of all Stormwater Facilities and Improvements located on the Property. Any and all deficiencies identified during such inspections shall be noted in the inspection report. The inspection report shall also include a detailed plan for any and all repairs to the Stormwater Facilities and Improvements necessary to correct any deficiencies identified during the inspection, with the repair plan to be prepared by a professional engineer, or some other duly qualified professional, licensed in the State of Missouri and shall be approved by the Director of Public Works.
4. The Landowner, its successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities and Improvements as deemed necessary by the City for purposes of protecting the public health, safety or welfare, for purposes of investigating or inspecting any reported or suspected deficiencies in the Stormwater Facilities and Improvements on the Property, for

purposes of responding to or investigating citizens' complaints relating to the management or control of stormwater on the Property. These inspections may be random, scheduled, or in response to a complaint. Inspections shall generally take place between the hours of 8:00 a.m. to 5:00 p.m. Monday thru Friday. The City shall provide the Landowner, its successors and assigns, with a copy of any inspection findings, as well as a directive to commence with any required repairs. If the Landowner does not agree with the City inspection findings or directive, the Landowner shall hire an independent Professional Engineer acceptable to the City to perform an independent inspection. To the extent that the City does not agree with or to the contemplated repairs proposed by the Landowner, the City may submit an alternate repair plan to the Landowner.

5. In the event the Landowner, its successors and assigns, fails to maintain the Stormwater Facilities and Improvements on the Property in good working condition acceptable to the City, and fails to make repairs as specified in the inspection report within a reasonable time frame as established by the City, with such time frame not to be shorter than thirty (30) days, the City may enter upon the Property and take any and all action necessary to correct deficiencies identified in the inspection report. The Landowner, its successors and assigns, shall be responsible for any and all fees and expenses incurred by the City in taking such corrective action. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Landowner outside the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that this Covenant imposes no obligation or responsibility on the City to routinely maintain or repair any Stormwater Facilities and Improvements located on the property.
6. The Landowner, its successors and assigns, will perform all work necessary to keep the Stormwater Facilities and Improvements in good working condition as required by the approved Plan, as well as by State and federal law, the City of Columbia Stormwater Management and Water Quality Manual, and any and all applicable City ordinances.
7. In the event that the City performs or undertakes work of any kind pursuant to this Covenant or expends any funds or resources in performance of said work for labor, use of equipment, supplies, material, and the like, the Director of Public Works shall certify the cost of abatement to the City Clerk. The cost shall include administrative costs as well as the actual cost of abating the nuisance. The City Clerk shall cause a special tax bill against the property to be prepared in the amount of the abatement costs. The tax bill from the date of its issuance shall be a lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity. No clerical error or informality in the tax bill or in the proceedings leading up to the issuance of the tax bill shall be a defense in an action to collect the tax bill. Tax bills issued under this section, if not paid when due, shall bear interest at the rate of eight (8) percent per annum. The cost of abatement shall also constitute a personal obligation of the Landowner, its successors and assigns, and of any other person who caused the nuisance.
8. This Covenant shall impose no liability on the City with respect to the maintenance or repair of any Stormwater Facilities and Improvements on the Property, nor does the City assume any obligation or duty to undertake or perform any action allowed for, or permitted by, this Covenant. The Landowner, its successors and assigns, further agrees to indemnify and hold the City harmless from any liability arising out of the management, operation, maintenance, or failure of any Stormwater Facilities and Improvement subject to this Covenant.
9. Notwithstanding any right extended to the City pursuant to this Covenant, it is expressly recognized and acknowledged that the City retains all prosecutorial rights and remedies

available to it, including the enforcement of any and all applicable City ordinances, against the Landowner, its successors and assigns, relating to the operation, maintenance, and/or repair of Stormwater Facilities and Improvements located on the Property.

10. This Covenant shall be recorded among the land records of Boone County, Missouri, and shall constitute running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including homeowners association.

WITNESS the following signatures and seal

Company/Corporation/Partnership Name

(SEAL)

By: _____
(Signature)

(Type/Print Name and Title)

Corporation:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that they are the _____ of _____ and that said instrument was signed in behalf of said corporation and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Single Person:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that she/he executed the same as a free act and deed for the purposes therein stated. The said _____ further declares herself/himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Husband and Wife:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20_____, before me, a Notary Public in and for said state, personally appeared, _____, husband and wife, who being by me duly sworn, acknowledged that they executed the same as their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Limited Liability Corporation:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20 _____, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that they are member(s) of _____, a limited liability company, and that said instrument was signed in behalf of said company and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said limited liability company to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Partnership:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me, a
Notary Public in and for said state, personally appeared,
_____, of
_____ Partnership, who being by me duly sworn, acknowledged that they
executed the same as a free act and deed for the purposes therein stated and that they have been granted
the authority by said partnership to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year
last written above.

_____ .

NOTARY PUBLIC (SEAL)

My Commission Expires: _____

Trust:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ 20____, before me, a Notary Public in and for said state, personally appeared TRUST VERBIAGE, known to me to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as a free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____ .

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

Attachment A
Required Inspection and Maintenance Schedule, and Maintenance Procedures

Attach a maintenance and inspection schedule.

Attachment B
Inspection Forms

Attach inspection forms.