



City of Cleveland Stormwater Division



INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES Instructions

The Inspection and Maintenance Agreement (I&M) is an agreement between the property owner and the City of Cleveland that spells out the inspection and maintenance requirements of **Stormwater Control Measures (SCMs)** on site and the reporting requirements. This agreement is made up of three parts. The first is the legal agreement that is to be notarized and the second and third are the Exhibit "A" and Exhibit "B" as described below.

1) **Exhibit "A", Drawing showing the locations of SCMs**

Exhibit "A" is a map that clearly shows location(s) and identification of all SCMs (post-construction (permanent) stormwater control measures) including infiltration practices, protected areas, vegetative roofs, and rainwater harvesting and reuse system. If you are using the as-built or plan set as the Exhibit A, please turn off any unnecessary layers for clarity & be sure the facilities are clearly noted. This will be an 8.5 x 11 sheet. Please include actual coordinates of SCMs if possible.

2) **Exhibit "B", A Stormwater Maintenance Plan**

Exhibit "B" is an integral attachment to the agreement that includes frequency of inspections, schedule of inspection and maintenance activities performed, and record keeping of related documentation. This I&M Plan should be simple and prescriptive enough so each party knows what is expected. It is used to inform the property owner of the system of components so they will know the locations and maintenance needs; it is also useful for second or third-party maintenance companies and individuals. An example of a Stormwater Maintenance Plan is attached to this document. If you have any questions about the development of this plan and type of inspections and timing, please do not hesitate in contacting the City of Cleveland Stormwater Division at 423-479-1913 or email at stormwater@clevelandtn.gov.

Please include any checklists and manufacturer maintenance guidelines (if applicable). If it is a vegetative practice (bioretention, infiltration practice, naturalized basin, or similar) plants (not turf) are an integral part of the function, therefore, direction for plant maintenance & replacement should be included as well as pesticide/herbicide/fertilizer management.

You can find information about maintenance requirements in the City of Cleveland Stormwater Ordinance Section 18-309. The ordinance can be found on the City's website (www.clevelandtn.gov/stormwater).

Inspection and maintenance shall be conducted at least quarterly on all SCMs. The Inspection and Maintenance Form (attached) is to be completed for each SCM. Color pictures that clearly show the status of the SCMs shall be taken during each quarterly inspection and maintenance report. These quarterly reports shall be emailed to the City yearly by June 30th, to stormwater@clevelandtn.gov or mailed to:

City of Cleveland Stormwater Division
185 2nd Street, NE
Cleveland, TN 37311



**CITY OF CLEVELAND STORMWATER DIVISION
STORMWATER MAINTENANCE PLAN
EXHIBIT "B"**

Project Name _____

Project Address _____ Parcel ID _____

Owner Name _____ Address _____

Owner E-mail _____ Phone _____

PERMANENT MAINTENANCE TASK AND SCHEDULE					
Tasks	Detention	Pervious Pavement	Bioretention	Swale	Schedule
Inspect for removal of sediment	X	X	X	X	Quarterly
Inspection and repair erosion	X		X	X	Quarterly
Inspect for cleaning or trash and debris	X	X	X	X	Weekly
Clean and Sweep		X			Quarterly
Infiltration testing		X	X		Yearly
Removal of invasive and reestablishment of vegetation	X		X	X	Quarterly
Mowing	X				As needed
Keeping records and maintenance activities	X	X	X	X	Quarterly
Inspection and verification of function as built by PE or LSA	X	X	X	X	Every 5 years



**INSPECTION AND MAINTENANCE
AGREEMENT FOR PRIVATE
STORMWATER MANAGEMENT FACILITIES**

This Instrument Prepared By:
Development and Engineering Services
Department of the City of Cleveland
185 2nd Street NE
Cleveland, TN 37311

For City Use Only		
Map: _____	Group: _____	Parcel No.: _____
Deed Book: _____		Page No.: _____

Property Identification ("Property")

Project Name: _____
Project Address: _____
Owner(s): _____
Owner Address: _____
City: _____ State: _____ Zip Code: _____

**SEE DRAWING ATTACHED HERETO AS EXHIBIT A.
SEE STORMWATER MAINTENANCE PLAN ATTACHED HERETO AS EXHIBIT B.**

This Inspection and Maintenance Agreement ("Agreement") is made this ____ day of _____, 20__, by and between _____ ("Owner", whether one or more), and the City of Cleveland ("City").

WHEREAS, the City is required by federal and state surface water quality regulations and its National Pollutant Discharge Elimination System (NPDES) permit to prevent surface water quality degradation from development or redevelopment activities within its jurisdiction, and the City has adopted surface water quality regulations as required and such regulations are contained in the Stormwater Management chapter of the City Code; and

WHEREAS the Owner owns the Property identified above and has or will construct certain stormwater management facilities on the Property, and has developed a Stormwater Maintenance Plan (Exhibit B), as may be amended from time to time (the "Plan") for the maintenance of those facilities, which the City has reviewed and approved, and a copy of which will be maintained at the Development and Engineering Services Department of the City of Cleveland. A drawing showing the general area of the facilities covered by the Plan is attached as Exhibit A to this Agreement for ease of identification.

THEREFORE, in consideration of the benefits received by the Owner as a result of the approval by the City of the Plan, the Owner does hereby covenant and agree with the City as follows:

1. The Owner shall provide adequate long term maintenance and continuation of the stormwater control measures described in the Plan, to ensure that all stormwater facilities are and remain in proper working condition. The Owner shall perform inspection and preventative maintenance activities in accord with the Plan.
2. The Owner shall maintain a copy of the Plan on site, together with a record of inspections and maintenance actions required by the Plan. The Owner shall document the times of inspections, remedial actions taken to repair, modify or reconstruct the system, the state of control measures, and notification of any planned change in responsibility for the system. The City may require that the Owner's records be submitted to the City.

3. If it is later determined that the City's NPDES permit clearly directs Owners or the City to manage stormwater treatment systems differently than specified in the Plan, the direction of the NPDES permit shall override the provisions of the Plan.
4. The Owner hereby grants to the City the right of ingress, egress and access to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facilities. The Owner hereby grants to the City the right to install and maintain equipment to monitor or test the performance of the stormwater control system for quality and quantity upon reasonable notice to Owner.
5. If the City finds that the Owner has not maintained the facilities, the City may order the Owner to make repairs or improvements to bring the facilities up to the standards set forth in the Plan. If the work is not performed within the time specified by the City, the City may enter the property and take any action necessary to maintain or repair the stormwater management facilities; PROVIDED, HOWEVER, that the City shall in no event be deemed obligated to maintain or repair the stormwater management facilities, and nothing in this Agreement shall ever be construed to impose or create any such obligation on the City.
6. When the City incurs expenses in maintaining the stormwater control facilities, and the Owner fails to reimburse the City for such expenses within 45 days after a written notice, the City may collect said expenses from the Owner through appropriate legal action, and the Owner shall be liable for the reasonable expenses of collection, including all court costs and attorney fees.
7. The Owner and the Owner's heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold the City harmless from any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, or maintenance of the stormwater control facilities subject to the Plan and this Agreement. In the event a claim is asserted against the City, its officers, agents or employees, the City shall notify the Owner, who shall defend at Owner's expense any suit or other claim. If any judgment or claims against the City shall be allowed, the Owner shall pay all costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless in any fashion the Owner from any claims arising from any failure, regardless of any language in any attachment of other document that the Owner may provide.
8. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
9. The City, at Owner's expense, shall record this Agreement with the Register of Deeds of Bradley County, Tennessee; this Agreement shall constitute a covenant running with the land, and shall be binding upon the Owner and the Owner's heirs, administrators, executors, assigns, and any other successors in interest. A registered copy of this Agreement must be provided to the Development and Engineering Services Department of the City of Cleveland before a land disturbance permit is issued.
10. The Owner shall have the facilities inspected in accordance with § 18-309 of the city's stormwater ordinance and certify to the City that the constructed facilities conform and purport substantially to the approved Plan. If the constructed condition of the facility or its performance varies significantly from the approved Plan, appropriately revised calculations shall be provided to the City and the Plan shall be amended accordingly.
11. Owner agrees that the failure to follow the provisions and requirements of the Plan may result in the revocation of previously approved credits to stormwater user fees, or the imposition of such stormwater user fees or of additional stormwater user fees.
12. The Owner agrees that for any systems to be maintained by a property owner's association, deed restrictions and covenants for the subdivision or other development will include mandatory membership in the property owners' association responsible for providing maintenance of the system, will require the association to maintain the stormwater system, will prohibit termination of this covenant by unilateral action of the association, and provide for unpaid dues or assessments to constitute a lien upon the property of an owner upon recording a notice of non-payment.
13. This Agreement must be re-approved and re-executed by the City if all or a portion of the Property is subdivided or assembled with other property.

Individual Acknowledgement

Owner: _____ Date: _____
Signature by Individual

Owner: _____ Date: _____
Signature by Individual

INDIVIDUAL ACKNOWLEDGEMENT

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) for the purposes contained herein.

Witness my hand and official seal at office, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

Accepted by:

City of Cleveland Representative

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) on behalf of the City of Cleveland for the purposes contained herein.

Witness my hand and official seal at office, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

Corporate or LLC Acknowledgement

Corporate/LLC Owner: _____

Name of Corporation/LLC: _____

By: _____

Title: _____

CORPORATE/ LLC ACKNOWLEDGEMENT

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, the within named bargainer, a _____, and that he/she as such _____ executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) for the purposes contained herein by signing the name of the corporation by himself/herself as _____.

Witness my hand and official seal at office, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

Accepted by:

City of Cleveland Representative

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) on behalf of the City of Cleveland for the purposes contained herein.

Witness my hand and official seal at office, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, **Name of Individual**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the **Position with Company** of **Name of Company**, the within named bargainer, a **Name of State and Type of Ownership**, and that he/she as such **Position with Company** executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) for the purposes contained herein by signing the name of the corporation by himself/herself as **Position with Company**.

Examples of Ownership:

Corporation

LLC

LLP

LP



**CITY OF CLEVELAND STORMWATER DIVISION
STORMWATER MAINTENANCE PLAN
EXHIBIT "B"**

Project Name _____

Project Address _____ Parcel ID _____

Owner Name _____ Address _____

Owner E-mail _____ Phone _____

PERMANENT MAINTENANCE TASK AND SCHEDULE					
Tasks	Detention	Water Quality Unit	Bioretention	Swale	Schedule
Inspect for removal of sediment					Quarterly
Inspect and repair erosion					Quarterly
Inspect for cleaning or trash and debris					Weekly
Clean and Sweep					Quarterly
Infiltration testing					Yearly
Removal of invasive and reestablishment of vegetation					Quarterly
Mowing					As needed
Keeping records and maintenance activities					Quarterly
Inspection and verification of function as built by PE or LSA					Every 5 years



**CITY OF CLEVELAND STORMWATER DIVISION
INSPECTION AND MAINTENANCE FORM
FOR STORMWATER CONTROL MEASURES**

Use this form to log and report inspection and maintenance activities

QA/QC Reviewer _____ Date _____

Property Address _____	Parcel ID _____
Owner Name _____	Address _____
Owner E-mail _____	Phone _____
Contact Person _____	Phone _____
Inspection Company (if different than owner) _____	
Inspection Company Address _____	
Contact _____	Phone _____
Contact E-mail _____	

Number and types of BMPs/SCMs Inspected

<p>Biofiltration</p> <input type="checkbox"/> Vegetated Swale _____ <input type="checkbox"/> Veg Buffer Strip _____ <input type="checkbox"/> 1 Bioretention _____ <input type="checkbox"/> 2 Bioretention _____ <input type="checkbox"/> Roof Garden _____ <input type="checkbox"/> Planter Boxes _____ <input type="checkbox"/> Tree Boxes _____ <p>Detention</p> <input type="checkbox"/> Extended Detention _____ <input type="checkbox"/> Wet Pond _____ <input type="checkbox"/> Wetland _____ <input type="checkbox"/> Dry Detention pond 1 _____ <input type="checkbox"/> Dry Detention pond 2 _____	<p>Structural</p> <input type="checkbox"/> 1 Oil Skimmer _____ <input type="checkbox"/> 2 Oil Skimmer _____ <input type="checkbox"/> 3 Oil Skimmer _____ <input type="checkbox"/> Hydro Separator _____ <input type="checkbox"/> ADS _____ <input type="checkbox"/> Vortex Separator _____ <input type="checkbox"/> Sun Tree _____ <input type="checkbox"/> Wet Vault _____ <input type="checkbox"/> Water Quality Inlet _____ <input type="checkbox"/> Underground Det. Sys _____ <input type="checkbox"/> Porous Pavement _____ <input type="checkbox"/> Dry Detention pond 3 _____ <input type="checkbox"/> Dry Detention pond 4 _____	<p>Infiltration</p> <input type="checkbox"/> Infiltration Basin _____ <input type="checkbox"/> Infiltration Trench _____ <input type="checkbox"/> Infiltration Trench _____ <input type="checkbox"/> Retention/Irrigation _____ <p>Other _____</p> <input type="checkbox"/> Catch Basin _____ <input type="checkbox"/> Cistern _____ <input type="checkbox"/> Drain Insert _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
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Does the Facility have a Maintenance Plan?
Does the Facility have an Inspection and Maintenance Agreement?
An overall picture or diagram of the site and structures are labeled at their location?
Insert required maintenance pictures on separate page

