

STORMWATER FACILITY
MAINTENANCE AGREEMENT
WATER QUALITY DEVICES

THIS AGREEMENT, made and entered into this day of _____,
_____, by and between _____, acting by and through
_____, hereinafter referred to as “Landowner”, and the City of
Fort Worth, hereinafter referred to as “City”.

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as an
approximately _____ acre tract located in the _____ Survey, Abstract _____,
Tarrant County, Texas according to the deed recorded in Volume _____, Page _____,
Deed Records, Tarrant County, Texas, hereinafter called the “Property”.

WHEREAS, the Landowner is proceeding to build on and develop the Property
according to the Site Plan/Subdivision Plan known as _____
hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be
approved by the City and the Landowner provides for management of Stormwater and its
runoff quality within the confines of the Property; and

WHEREAS, this Agreement shall run with the land and apply to the Landowner,
its successors and assigns. The term “Landowner” shall refer to the then-current legal
owner of the Property and/or the Facility as same are herein defined; and WHEREAS, the
Landowner has determined that on-site Stormwater Management Facilities to control
sediment, nutrients, trash, debris and other floatable materials (“Facility”) should be
constructed and maintained on a portion of the Property; and

WHEREAS, the City requires that the Facility, whether one or more, as shown on
the Plan be constructed and adequately maintained by the Landowner the locations of
which are as shown in the attached Exhibit “A” (“Facility Property”);

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall adequately construct and maintain the Facility at no expense to the City of Fort Worth in accordance with the design specifications for the Facility, attached as Exhibit “B”, and the current standards then in force and effect in the City of Fort Worth and with the Operations and Maintenance Plan attached to this Agreement as Exhibit “C”. The Facility includes all structures required to control the quality of the storm water. Adequate maintenance is herein defined as good working condition so that these facilities are performing their designed functions. Maintenance forms provided by the City, or an equivalent provided by the manufacturer of the Facility, attached to this Agreement as Exhibit “D”, are to be used to establish what good working condition is acceptable to the City.
2. If the Landowner contracts the maintenance of the Facility with a third-party, Landowner shall provide a copy of the contract to the City at the time this Agreement is executed. It shall be the Landowner’s responsibility to ensure that the contracting party is properly qualified to maintain the Facility and to provide any updates to the contract as a part of the annual inspection report discussed immediately below..
3. The Landowner shall inspect or shall cause to be inspected the Facility at frequency specified by the manufacturer or annually, if not specified by the manufacturer, using the inspection form in Exhibit C or equivalent by manufacturer, and shall be compiled and submitted to the City annually. The purpose of the inspection is to assure safe and proper functioning of the Facility. The inspection shall cover the entire Facility. Components of the Facility which need maintenance or replacement to perform their design function, shall be noted in the inspection report along with the corrective actions to be taken. The corrections identified in the inspection report must be

corrected within 45 days, and corrections once made shall be so noted in the next inspection form

4. The Landowner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property to inspect the Facility whenever the City deems necessary. The inspection may involve follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner copies of the inspection findings and a directive to commence with maintenance and repairs if necessary.
5. In the event the Landowner fails to maintain the Facility as specified herein, the City, its authorized agents and employees, may enter upon the Facility Property and take whatever steps necessary to correct deficiencies identified in the inspection report to protect public health, safety and welfare and to charge the costs of such maintenance and repairs to the Landowner. **It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facility, and in no event shall this Agreement be construed to impose any such obligation on the City, such obligation is the Landowner's.**
6. The Landowner will perform the work necessary to keep the Facility in good working order as appropriate. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the City upon demand, within thirty (30) days of receipt thereof, for all actual costs incurred by the City hereunder. In the event that Landowner fails to pay the City for the costs incurred under this section, the City shall impress a lien for the costs of such work upon other lots owned by the Landowner. Such lien shall be perfected by filing in the office of the County Clerk of the county in which the Facility lies, an affidavit identifying the real property to be charged with such lien, stating the amount thereof, and making reference to this Agreement.
7. This Agreement imposes no liability of any kind whatsoever on the City. **THE LANDOWNER AGREES TO HOLD THE CITY HARMLESS FROM**

ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER COVENANTS AND AGREES AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF FORT WORTH, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF LANDOWNER TO: PROPERLY INSTALL, MAINTAIN AND REPAIR THE FACILITY, OR ANY DAMAGES CAUSED TO PERSON OR PROPERTY DUE TO (1) FLOODING ATTRIBUTED TO THE FACILITY , OR (2) IMPROPER INSTALLATION, MAINTENANCE AND REPAIR OF THE FACILITY ,.

8. Landowner covenants and agrees that no habitable building shall be erected within the drainage easement outlined on Exhibit "A" but this paragraph shall not preclude construction of other improvements within the drainage easement, which do not impede access to the Facility. This Agreement shall be recorded among the land records of Tarrant County, Texas, shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners association.

[SIGNATURE PAGE FOLLOWS]

Executed this _____ day of _____ 20__.

Landowner

City of Fort Worth

Name: _____

Title: _____

Jesus J. Chapa
Assistant City Manager

Approved as to Form and Legality

Assistant City Attorney

ATTEST

City Secretary

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on _____ by Jesus J. Chapa, Assistant City Manager of the City of Fort Worth, on behalf of the City of Fort Worth.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority on this _____ day of _____, 20__, personally appeared _____,

_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of _____, and that he executed the same as its _____ and as the act of such _____ and for the purposes and consideration expressed in the foregoing instrument.

Notary Public, State of Texas

EXHIBIT "A"

INSERT LEGAL DESCRIPTION

EXHIBIT B

This exhibit specifies design and maintenance standards for a structural water quality device (WQ device) located below ground as part of the storm drain network when installed as a part of a development requiring a Stormwater Facilities Maintenance Agreement. The requirements below are in addition to all applicable City's iSWM requirements, City's standard construction plans and specifications, and should be made part of the Stormwater Facilities Maintenance Agreement obligating the property owner to maintain the unit as described in the City's iSWM Criteria Manual, Section 5.5. Additional guidance for WQ devices can be obtained from the NCTCOG iSWM Technical Manual, Site Development Controls chapter.

- 1). The WQ device will need to be certified as meeting applicable City or Tarrant Regional Water District (TRWD) water quality performance specifications and will require approval by the TRWD. Certifications will be accepted from the Technology Acceptance Reciprocity Partnership (TARP), Technology Assessment Protocol Ecology (TAPE), or other third party testing services to the satisfaction of the SWM/TPW City of Fort Worth.
- 2). The engineer shall provide the City spreadsheets and/or output from specialized vendor software used to calculate water quality treatment discharges.
- 3). The engineer shall provide the City electronic CAD (or equivalent) shop drawings of the WQ device.
- 4). The lowest depth of BMP invert from ground surface shall be no more than 25 feet. Deeper units will require prior approval from the City to ensure that the unit is realistically maintainable by the property owner.
- 5). Clean out ports and manholes should be designed to allow manual confined space entry within the unit, and should have a minimum inner diameter manhole opening of 30 inches. Manholes shall be constructed to City's 33 49 10-D412 specification.
- 6). The WQ device itself plus an additional 10 feet perimeter buffer around the WQ device shall be shown as permanent private drainage easement. Additional access for maintenance equipment shall be provided from public Right-of-Way point of entry. WQ devices requiring vector trucks must have a 20 feet wide access pathway. The City's SWM Department should be consulted for easement requirements if other type of equipment will be used by the property owner to maintain the device.
- 7). The engineer shall provide special structural designs and sealed report for dimensions and depths exceeding City's standard specifications as follows:
 - Box sections exceeding 60";
 - wall penetrations exceeding 36" for 4' square boxes, 48" for 5' square boxes, and 60" for 6' and above square boxes;
 - Any part of the BMP exceeding 20' below ground.

- 8). Engineer shall provide the Operations & Maintenance manual which includes how the unit operates, frequency of inspection and removal of captured debris. Forms for required maintenance from the manufacturer shall be attached to this agreement as Exhibit D.
- 9). Recommend that the property owner acquire a 2 year warranty on the device.

Exhibit "C"

CITY OF FORT WORTH STORMWATER FACILITY OPERATION , MAINTENANCE & INSPECTION PLAN

The only responsibility the City of Fort Worth has in the operation and maintenance of this Facility is inspection.

General Maintenance Procedures

The structural and functional integrity of the Facility shall be maintained at all times by following the manufacturer recommendations for maintaining the system, or once every 6 months, whichever is of the shorter duration. Disposal of litter, sediment, and debris shall be in accordance with federal, state and local regulations.

PREVENTIVE MAINTENANCE/INSPECTION

- Visual inspections of all components will be conducted at frequency specified by manufacturer and documented in the manufacturer supplied or City's inspection form (Exhibit C)
- The inspection form shall document the condition of the Facility's components, Inspections for each water quality device shall be performed using the form below, or equivalent from the manufacturer of the device. If performing inspections using manufacturer's inspection list, attach to Exhibit C.

Written maintenance and repair records shall be maintained by the party or parties signing the attached Agreement and shall be provided to the City annually inspection forms shall be sent to the following:

**Storm Water Division,
Transportation & Public Works Department,
City of Fort Worth
1000 Throckmorton Street,
Fort Worth, TX 76103**

Water Quality Device Name : _____ Vendor & Model: _____ Date Inspected:

Location: _____ Weather Conditions: _____

Inspected By: _____

Inspection Time: _____ (Regular Time/Hours) _____ (Over Time/Hours)

Vehicle ID/#: _____

Inspection Mileage: _____ (Starting) _____ (Ending) _____(Total)

Circle one per question

Manhole Lid Work Order Required? **Yes No NA** **Comment:** _____

1. _____ Manhole Base Work Order Required? **Yes No NA**

Comment: _____

2. _____ Obvious Damage to BMP? **Yes No NA** **Comment:**

3. _____ Percentage of Debris? **<10% 10-25% 26-50% 51-75% 76-100%**

Comment: _____

4. _____ Offensive Oder Present? **Yes No NA** **Comment:**

5. _____ Mosquito Larvae Present? **Yes No NA** **Comment:**

6. _____ Oil Sheen Present? **Yes No NA** **Comment:**

7. _____ Cleaning Work Order Required? **Yes No NA**

Comment: _____

8. _____ Water Clarity? **Clear Brown Green Black Gray** **Comment:**

Utility Fee Credit? **Yes No NA** **Comment:** _____

Additional repair or maintenance comments:

Exhibit “D”

[City Approved Maintenance Specifications from Manufacturer of Water Quality Device].

EXHIBIT “E”

[MAINTENANCE CONTRACT]