
**STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT
FOR ON-SITE FACILITIES**

**BOONE COUNTY, MISSOURI
RESOURCE MANAGEMENT DEPARTMENT
(573)-886-4330**

THIS agreement made and entered into this _____ Day of _____ 20____, by and between _____, a _____ of the County of _____ in the State of Missouri, Grantor, hereinafter, called the "Landowner", and the County of Boone, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, Grantee, (herein "County").

WHEREAS, the Landowner is the owner of certain real property described as (Boone 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 County, provides for management of stormwater and/or stormwater water quality treatment within the confines of the Property; and

WHEREAS, the County 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, the Boone County Zoning Regulations, Chapter 28, Section 3.7, and Section 6 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 Agreement is a condition precedent to the County'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 agreements 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 County's Stormwater Management and Design Manual, and any and all applicable County ordinances.
2. The Landowner, its successors and assigns, including any homeowner's association, shall adequately maintain the stormwater facilities and improvements on the Property. Adequate Maintenance required by the agreement 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'. BMPs 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 Boone County Director of Resource Management or his/her designee, as determined by the County Commission, hereinafter called the "Director", 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 inspection 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 approved by the Director.

4. The Landowner, its successors and assigns, will cooperate with the County, its authorized agents and assigns, in ensuring the adequate long-term maintenance of stormwater facilities which are the subject of this Agreement. Landowner, its successors and assigns, will respond in a timely fashion to requests from County for documentation of the maintenance activities undertaken by Landowner in furtherance of this Agreement.
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 County, and fails to make repairs as specified in the inspection report within a reasonable time frame as established by the County, with such time frame not to be shorter than thirty (30) days, the County, with permission of the Landowner (except in situations of eminent threat to public safety or infrastructure or to private property owned by other than the Landowner), may enter upon the Property and take any and all action necessary to correct the 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 County in taking such corrective action. This provision shall not be construed to allow the County 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 agreement imposes no obligation or responsibility on the County 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 County Stormwater Ordinance and Design Manual, and any and all applicable County ordinances.
7. In the event that the County performs or undertakes work of any kind pursuant to this agreement or expends any funds or resources in the performance of said work for labor, use of equipment, supplies, material, and the like, the Director shall certify the cost of the abatement. The cost shall include administrative costs as well as the actual cost of abating the nuisance. The Director shall cause a bill to be sent to the responsible party, which shall be due and payable within ten (10) days of receipt. The itemized statements in the bill shall be prima facie evidence of the recitals therein and of its validity. No clerical error or informality in the bill or in the proceedings leading up to the issuance of the bill shall be a defense in an action to collect the bill. Bills issued under this section, if not paid when due shall bear interest at the rate of nine (9) percent per annum. The bill shall constitute a personal obligation of the Landowner, its successors and assigns and of any other person who caused the nuisance, as well as a lien on the real estate. If the bill is placed in the hands of an attorney to collect the same, the Landowner, its successors and assigns, and/or any other person causing the nuisance, shall be responsible for all costs of collection, including a reasonable attorney's fee.

8. This agreement shall impose no liability on the County with respect to the maintenance or repair of any Stormwater Facilities and Improvements on the Property, nor does the County assume any obligation or duty to undertake or perform any action allowed for, or permitted by, this Agreement. The Landowner, its successors and assigns, further agrees to indemnify and hold the County harmless from any liability arising out of the management operation, maintenance or failure of any Stormwater Facilities and Improvement subject to this Agreement.
9. Notwithstanding any right extended to the County pursuant to this Agreement, it is expressly recognized and acknowledged that the County retains all prosecutorial rights and remedies available to it, including the enforcement of any and all applicable County 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 Agreement shall be recorded among the land records of Boone County, Missouri, and 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 homeowner's associations.

WITNESS the following signatures and seal

Company/Corporation/Partnership Name

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

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

My Commission Expires: _____

LLC

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

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

My Commission Expires: _____

Attachment A
Required Inspection and Maintenance Schedule, and Maintenance Procedures

Attachment B
Inspection Forms