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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 ☐ De-Paving 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 ☐Homeowners 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 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. OWNER shall document and maintain documentation of all O&M actions completed for the Facilities and provide this documentation to the CITY OF GRANTS PASS upon request.

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, Responsible Party** accepts and agrees to the terms and conditions contained in this Operations and Maintenance Plan and in any document executed by Responsible Party and recorded with it.

RESPONSIBLE PARTY:

_____ _____

(Print Name) Signature

CITY OF GRANTS PASS, OREGON

_____

Assistant Public Works Director

STATE of _____)
) **ss.**
County of _____)

On this the day of ,20 , this document was signed by

_____ as the _____ ,

(Print Name) *Responsible Party (Title)*

who personally appeared before me and acknowledge this as their voluntary act and deed. **IN WITNESS WHERE I** Hereunto set my hand and seal on this same date.

Notary Public for Oregon: _____

My Commission Expires: _____