

## **9.0**    *Limitations*

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The purpose of this manual is to provide general design guidance with respect to standard engineering design practices and procedures. It is the responsibility of the person responsible-in-charge for design to verify the engineering calculations through appropriate engineering design references. Any comments or questions concerning this manual should be directed to the Public Works Stormwater Management Department.

**STATE OF GEORGIA**

**CITY OF GRIFFIN**

Maintenance Agreement

**WHEREAS**, the Property Owner \_\_\_\_\_ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called, \_\_\_\_\_, located in Land Lot( s) \_\_\_\_\_, District( s) \_\_\_\_\_, of the City of Griffin, Spalding County, Georgia; and,

**WHEREAS**, the Property Owner is the owner of real property more particularly described on the attached Exhibit A as recorded by deed in the records of the Clerk of Superior Court of Spalding County in Deed Book \_\_\_\_\_ at Page( s) \_\_\_\_\_ (hereinafter referred to as “the Property”), and,

**WHEREAS**, The City of Griffin (hereinafter referred to as “the City”) and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**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:

**SECTION 1.**

The facility or facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

**SECTION 2.**

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

**SECTION 3.**

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall

execute a twenty five (25) foot public access easement in favor of the City of Griffin to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit C and by reference made a part hereof.

**SECTION 4.**

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

**SECTION 5.**

In the event the City, pursuant to the Agreement, performs work of any nature, or' expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the facility or facilities.

**SECTION 6.**

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.

**SECTION 7.**

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area( s) or will be removed from the site. Reserved area( s) shall be sufficient to accommodate for a minimum of two dredging cycles.

**SECTION 8.**

The Property Owner shall provide the City with a bond or a letter of credit providing for the maintenance of the facility or facilities for a period of not less than ten years from the date of execution of this Agreement. The bond or letter of credit shall be in the amount of fifty percent (50%) of the construction costs of the facility or facilities

pursuant to Section 8.7.5 of the City's Development Regulations concerning Maintenance Agreements-A copy of the bond or letter of credit is attached to this Agreement as Exhibit D and by reference made a part thereof.

**SECTION 9.**

The Property Owner shall use the standard SMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit E and by this reference made a part hereof for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

**SECTION 10.**

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

**SECTION 11.**

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Spalding County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

**SECTION 12.**

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

**SECTION 13.**

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

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**MAINTENANCE AGREEMENT**

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

**PROPERTY OWNER**

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BY: \_\_\_\_\_ Attest: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant City Attorney

**GRIFFIN, GEORGIA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Deputy County Clerk Chairman, Board of  
Commissioners

(SEAL)

Attachments: Exhibit A (Plat and Legal Description)  
Exhibit B (Maintenance and Inspection Schedule)  
Exhibit C (Access Easement)  
Exhibit D (Standard SMP Operation and Maintenance Inspection  
Report)

CITY OF GRIFFIN

SMP Facility Operation and Maintenance Inspection Report for Pond Facilities  
(THIS MAY BE USED AS A TEMPLATE FOR OTHER SMPs)

Inspector Name \_\_\_\_\_ Community \_\_\_\_\_

Inspection Date \_\_\_\_\_ Address \_\_\_\_\_

Type of SMP \_\_\_\_\_

Watershed \_\_\_\_\_ Tax Map \_\_\_\_\_

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Regd.	
I. Pond Facilities					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
a. Downstream Face					
b. At or Beyond Toe Upstream Downstream					
c. Emergency Spillway					
6. Pond, Toe, & Chimney Drains Clear & Funct.					
7.					
8. Seeps/Leaks on Downstream Face					
9. Slope Protection or Riprap Failures					
10. Vertical and Horizontal Alignment of Top of Dam as Per "As-built" Plans.					

11. Emergency Spillway Clear of Obstructions and Debris.					
12. Other (Specify)					
<b>B. Riser and Principal Spillway</b>					
Type: Reinforced Concrete ___ Corrugated Pipe _____ Masonry _____					
* Indicates Dry Ponds Only					
1. *Low Flow Orifice Obstructed					
2. *Low Flow Trash Rack					
a. Debris Removal Necessary					
b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Rider					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1*)					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall channels					
10. Functioning					
11. Other (Specify)					

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C. Permanent Poll – Wet Ponds 1. Undesirable Vegetative Growth 2. Floating or Floatable Debris Removal Required 3. Visible Pollution 4.					
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