

**CITY OF GALLATIN, TENNESSEE
INSPECTION AND MAINTENANCE AGREEMENT
FOR STORM WATER FACILITIES**

THIS AGREEMENT, made and entered into this ___ day of _____, 20 ___, by and between Owner(s): _____, his/her successors and assigns, including but not limited to any homeowners association, commercial developer, or holder of any portion of the below described property, (hereinafter called the "**Landowner**"), and the **City of Gallatin, Tennessee**, (hereinafter called the "**City**") WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as Sumner County Tax Map ___ Control Map _____ Group ___ Parcel Number ___ recorded by deed in the Register's Office of Sumner County, Tennessee, Record Book _____ page _____; Plat Book _____, page _____; having an address of _____, Gallatin, TN; hereinafter called the "**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 Storm Water Facilities (hereinafter "Facilities") shall be constructed by the Landowner, in accordance with the plans and specifications identified in the approved plan titled (_____), Gallatin Planning Department reference number (_____). For the purposes of this Agreement, the term "Storm Water Facilities" shall have the same meaning ascribed to it pursuant to T.C.A. § 68-221-1102.
2. The Landowner shall at all times, adequately maintain the Facilities. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances built to convey or treat stormwater to or from the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Facilities and all components thereof in good working condition so that these Facilities continue to perform their design functions and meet the performance standards mandated by the Gallatin Stormwater Ordinance codified at

Chapter 18 of the Gallatin Municipal Code (hereinafter "Ordinance"). Whether a system is adequately maintained shall be determined by the City Engineer in his reasonable professional judgment.

3. The Landowner shall inspect the site's storm water facilities and submit an inspection report beginning on the first day of February following the installation of the Facilities, or any part thereof, and annually thereafter. Inspection checklists may be obtained from the City of Gallatin Engineering Division.
4. On February 1st, on or before the fifth year after the Facilities are put into actual service, and at least every five years thereafter, a comprehensive inspection of all storm water facilities shall be conducted and submitted to the City Engineer. The Inspection will be performed by a professional engineer or landscape architect. These inspection reports must, at minimum, include:
 - a. Facility type
 - b. Inspection date
 - c. Latitude, longitude and nearest street address
 - d. BMP ("best management practice") owner information (i.e.- name, address, phone number, fax, and email)
 - e. A description of BMP condition including: vegetation and soils; inlet and outlet channels and structures; embankments, slopes and safety benches, spillways, weirs, and other control structures; and any sediment debris accumulation
 - f. Photographic documentation of BMPs
 - g. Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and re-inspection dates

It shall be the Landowner's responsibility to maintain documentation of these inspections.

5. The Landowner hereby grants to the City, its authorized agents and employees, a non-exclusive perpetual easement of ingress and egress over, across, under and through the Property for the purpose of inspecting the Facilities. The City shall provide the Landowner copies of any inspection findings and a directive to commence with the repairs, if necessary, within thirty (30) days of notice.
6. In the event the Facilities are not properly maintained or repaired, the City may, at its option, perform the work upon given thirty (30) days advance written notice to the Landowner. The notice shall inform the Landowner of

its right to a hearing before the City Council regarding the necessity of work and the estimated costs of the work. The hearing shall be held not less than five (5) days before the City begins the repair, maintenance, or improvement work. The Landowner may participate in the hearing orally or in writing. If the City has complied in good faith with the notice provisions of this Paragraph, then it shall have the right to enter any and all portions of the property to perform the necessary maintenance, repair or improvement work. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

7. Upon completion of that work, the City shall advise the Landowner, by certified mail, return receipt requested, of the actual costs of that work. The Landowner shall have the right to contest the cost of work at the next regularly scheduled meeting of the City Council which occurs at least fifteen (15) days after Landowner's receipt of the notice. Should the Landowner fail to contest the charge at that meeting or fail to claim the notice, then such action shall be treated as a confession of judgment by the Landowner.
8. Thereafter the City shall have the right to collect from the Landowner, by special assessment pursuant to Article II, Section 1(3) of the Charter for the City of Gallatin, Tennessee, the costs of such maintenance and repair. If the Landowner is a homeowners association, then the City shall have the right to specially assess a proportionate share of the costs of maintenance and repair to each lot subject to the homeowners association.
9. In the event that the Landowner is a corporation, limited liability company, partnership or other business association that has been dissolved, then the notices described in Paragraphs 6 & 7 shall be sent to the owner of each property benefited by the Facilities. Whether a property is benefited by the Facilities shall be determined by the documents submitted to the City for approval of the Facilities, and the costs of maintenance and repair shall be borne proportionately by each of the benefited properties.
10. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the storm water facilities fail to operate properly.
11. The Landowner shall record this Agreement among the Register of Deeds of Sumner County, Tennessee. Thereafter, this Agreement 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 homeowners association and any owner of land identified on a subdivision plat or site plan as benefitting from the construction and maintenance of the Facilities.

FOR THE OWNER(S):

Company Name and Address

Signature

Title

Printed Name

Date

Phone Number

Email

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, of the State and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be the officer authorized to execute this instrument of the company heretofore named and executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in _____, TN, this _____ day of _____, 20____.

Notary Public

My Commission Expires

PREPARED BY: CITY OF GALLATIN ENGINEERING DIVISION
132 WEST MAIN STREET
GALLATIN, TN 37066

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, of the State and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be the City Engineer of Gallatin, TN and that as such City Engineer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in _____, TN, this _____ day of _____, 20_____.

Notary Public

My Commission Expires