



Public Stormwater Facility Temporary Maintenance Contract

Project #: _____ Date: _____
Project Name: _____ Developer: _____

As a condition of approval of the above referenced development, the public stormwater management facility plantings must be permanently established to assure the facility will function properly in perpetuity. Pursuant to City's initial acceptance for ownership of public facilities, the developer is responsible for maintaining components of the facility per the standards in Exhibit A during the two-year warranty period. After successful completion of the developer's two-year maintenance obligation (and any subsequent extensions required due to plant loss or poor maintenance), facility will be accepted for final ownership and operation by the City, and developer will be released of maintenance obligation.

Option A – Developer Obligation: Per Oregon City Municipal Code Section 13.12.140.B, to ensure that the facility's maintenance is performed properly and regularly throughout the maintenance period, the developer shall provide **cash** surety for 110% of the facility landscaping cost, per Exhibit B. The facility will be subject to inspection by City personnel to ensure maintenance standards and schedules are followed. If City determines that the facility is not being adequately maintained, City shall notify developer of deficiencies. Developer shall have 7 days to perform maintenance and repair of the facility in an approved manner, unless a greater time period is specified by City. If developer fails to perform the required maintenance within the given time period, City may take all necessary actions to remedy the deficiencies, including Code Enforcement action and/or forfeiture of surety in full.

Temporary irrigation is required. If the developer chooses to use a temporary onsite irrigation system, the developer shall pay the cost of the meter and backflow assembly as well as any backflow testing required.

Option A *Surety Amount:* _____
Meter Charge: _____



Option B – City Obligation: Developer may opt to pay City to perform required maintenance for the two-year warranty period per Exhibit B. The City, utilizing City personnel or contractor of its own choosing, agrees to perform maintenance in accordance with standards in Exhibit A. Within 90 days of start of contract under *Option B*, if City discovers dead, diseased, or otherwise unsuitable plant material, City shall notify developer of details of failed materials and cost of replacement. Developer shall provide funds to City to remove and replace said material within 30 days of notice. These funds shall be separate from the maintenance funds. Planted tract(s) shall be under City ownership prior to commencement of maintenance under *Option B – City Obligation*.

Option B Fee

Meter Charge:

Landscape Maintenance Fee:

Total:

All required plantings in the maintenance area shall be installed **prior to commencement of this contract**; no plantings to be deferred.

Developer maintains responsibility for piping and structures; irrigation repairs, winterization, and water usage costs throughout the maintenance period.

The term of this agreement is two years beginning _____ and ending _____, or as extended per determination of City Engineer.

Josh Wheeler, PE

Date

Assistant City Engineer, City of Oregon City

Developer

Date

Name: _____

Company: _____

Address: _____

Email: _____

Phone: _____



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Exhibit A - Minimum Maintenance Standards

| TASK | PERFORMANCE STANDARD | FREQUENCY | BY DATE |
|----------------------------|--|---------------------|-------------|
| Mulch | Mulch to minimum 3" thickness | Annual | 3/01 - 4/30 |
| Irrigation | Winterize system | Annual | 11/01 |
| | Activate system | Annual | 5/01 |
| Weeds | Site to be maintained in weed free condition | Continual | |
| | Manual weed removal to be used where feasible. Spot spraying is allowed elsewhere. Herbicides are prohibited in stormwater treatment area. | Only as needed | |
| Invasive Plants | Remove blackberry, tansy, scotch broom, others as identified | | |
| Mowing | Maintain grass at 3" - 6" height, except treatment area, by mowing or string trimming | Weekly As needed | |
| | Excess clippings to be removed and disposed of | | |
| Edging | Grass areas adjacent to curb, sidewalk, other concrete surfaces | As needed | |
| Tree and Shrub Care | Trees overhanging parking lots or roadways trimmed to vertical clearance of 14' | As needed | |
| | Trees overhanging sidewalks or property lines trimmed to a vertical clearance of 9' | As needed | |
| | Shrubs maintained to a horizontal clearance of 4" from edge of curb, paved area, sidewalk or property line | As needed | |
| | Replant dead or diseased plant material per original plan or approved substitute | As needed | |
| Litter | Keep facility litter free. Remove and dispose of all observed litter from ground surfaces and structures such as inlet/outlet grates | As needed | |
| Leaves | Prevent excessive build up of leaves in facility. Remove and dispose of leaves from ground surfaces and structures such as inlet/outlet grates | As needed | |
| Erosion | Fill, lightly compact, and revegetate bare soil areas | As needed | |



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Exhibit B – Fee Calculation

Option A - Surety (Developer Obligation):

Cash Surety: Landscaping estimate or actual cost: \$ _____ x 110% = \$ _____ = _____
Meter Charge: _____

Option B - Fee (City Obligation):

Meter Charge: _____
Maintenance fee: _____

Total: _____ (minimum fee \$250)



**OREGON
CITY**

Public Works - Engineering

13895 Fir Street | Oregon City OR 97045
Ph (971) 204-4601 | Fax (503) 908-1128

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Exhibit C.1 Landscape Plan



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**Public Stormwater Facility Temporary Maintenance Contract
Exhibit D -Location Diagram**



Public Stormwater Facility Temporary Maintenance Contract
Exhibit E – Municipal Code

13.12.140 - Maintenance of public stormwater facilities.

- A. A stormwater facility that receives stormwater runoff from a public right-of-way shall be a public facility. Upon expiration of the warranty period and acceptance by the city as described below, the city shall be responsible for maintenance of those public stormwater facilities. Access for maintenance of the stormwater facilities shall be provided to the city through the granting of a stormwater easement or other means acceptable to the city.
- B. Responsibility for maintenance of stormwater facilities including all landscaping, irrigation systems, structures and appurtenances shall remain with the property owner/developer for two years (known as the warranty period). The owner/developer shall provide the city a separate two-year landscaping maintenance bond for one hundred ten percent of the landscaping cost. Transfer of maintenance of stormwater conveyance systems shall occur when the city accepts the stormwater conveyance system.
- C. The city will perform an inspection of the development's entire publicly maintained stormwater system approximately forty-five days before the two-year warranty period expires. The stormwater system must be found to be in a clean, functional condition by the city engineer before acceptance of maintenance responsibility by the city.

(Ord. No. 15-1006, § 1(Exh. A), 5-20-2015)