

CITY OF MESQUITE MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES

The Owner of the platted property agrees to perpetually maintain the drainage facilities within the drainage, floodplain and maintenance easements shown on this plat as follows:

The Owner agrees to maintain in good structural condition and repair all drainage pipes, including reinforced concrete pipe (RCP) and other drainage piping material. The Owner agrees to repair any defects in the storm drainage piping system, including leaking pipe joints, deflection of flexible pipe diameter in excess of 5%, pipe structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage system. The Owner agrees to repair any drainage pipe defects within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner agrees to maintain, repair and remove obstructions in the storm drainage inlet and outlet structures, including but not limited to grate inlets, curb inlets, catch basins, Y-inlets, and headwalls. The Owner agrees to repair any defects in the storm drainage inlet or outlet structures and remove obstructions that might impair the hydraulic capacity or structural soundness of the drainage system. The Owner agrees to repair any drainage inlet or outlet structural defects and remove obstructions within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner agrees to maintain and repair concrete channel lining, pilot channels, rock rip-rap, gabions or any other channel lining material and to repair any defects in the channel lining material including undermining, excessive cracking and settlement, structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage system. Rock rip-rap washed downstream will be replaced as needed to maintain the rock layer thickness as designed. The Owner agrees to repair any defects in the channel lining within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner agrees to maintain and repair channels, ditches and detention or retention ponds and to repair erosion in same by backfilling the eroded area and re-establishing protective vegetation or by armoring the eroded area with gabions, rock rip-rap, concrete or other material approved by the City Engineer. The Owner agrees to repair any eroded areas in the channels, ditches and detention or retention ponds within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

Channels, ditches and detention or retention ponds will be inspected monthly by the Owner to determine vegetation removal maintenance. Removal of willows, cottonwoods or other "woody" vegetation from channels, ditches, detention ponds and retention ponds shall be done at least once a year. Ditches, earthen channels and detention or retention ponds shall be mowed as frequently as required to prevent grassy vegetation from exceeding a height of more than one foot.

Channels, ditches, detention or retention ponds, inlet and outlet structures and drainage piping will be inspected for debris, trash and sediment accumulation at least once a year. The accumulated debris, trash or sediment will be removed as needed to insure the designed hydraulic capacity of the drainage system, with sediment accumulations in detention ponds

not to exceed 18-inches before removal is required. Trash or debris shall not be allowed to accumulate and shall be removed within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite.

The Owner or a representative agent agrees to inspect all drainage facilities every 90 days to identify any obstructions or structural problems, complete a written inspection report, and take the actions necessary to remove obstructions and repair structural problems within 30 days. A copy of the inspection report will be forwarded to Engineering Division within 10 days of the inspection.”

Owner agrees to maintain access to the drainage system within the drainage, floodway and maintenance easements for maintenance and inspection.

All references in this maintenance agreement to repairs to be made “within 30 days” shall mean that the Owner shall commence repairs within 30 days after recognition of the problem via inspection by the Owner, and/or the City of Mesquite. The Owner shall diligently work to complete such repairs.