



**DANNY CLEMENS, DIRECTOR**  
TRACY PARSLEY, MAINTENANCE SUPERVISOR  
THOMAS STOKES, CUSTODIAL SUPERVISOR  
GEORGE BROCK, ENERGY MANAGER

**DEPARTMENT OF FACILITIES**

**MEMO**

**TO:** Dr. Jesse Bacon, Superintendent  
**FROM:** Danny Clemens, Director of Facilities  
**Date:** March 13, 2024  
**RE:** BEHS Fine Arts Center- Stormwater Facilities BMPS Management Agreement Form **DC**

Presented for consent is a Stormwater Management/BMP Facilities Agreement with the City of Mt. Washington. The agreement is needed for storm drain installation at the BEHS Fine Arts Project.

**I recommend approval of this request.**

Attached paperwork is listed below with *action items* noted for each:

- *Stormwater Facilities BMP Management Agreement Form - for Board Signature (pg 3)*

*TWard*

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

# STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT

Mt. Washington, Kentucky

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of March, 2024, by and between (Insert Full Name of Owner) Board of Education of Bullitt County whose address is 1040 Hwy 44-E, Shepherdsville, KY 40165 hereinafter called the "Landowner", and the Mt. Washington, 311 Snapp Street Mt. Washington, KY 40047 hereinafter called the "City".

**WITNESSETH**, that **WHEREAS**, the Landowner is the owner of certain real property described as (Bullitt County tax Map/Parcel Identification Number) \_\_\_\_\_ as recorded by deed in the land records of Bullitt County, Kentucky, Deed Book DB610 Page DB230 p587 - p260 hereinafter called the "Property". **WHEREAS**, the Landowner is proceeding to build on and develop the property; and **WHEREAS**, the Site Plan/Subdivision Plan known as Bullitt East High School Fine Arts Addition, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for storm water management/BMP facilities within the confines of the property; and

**WHEREAS**, the City and the Landowner, its successors and assigns, including any property owners association, agree that the health, safety, and welfare of the residents of the City it contained on the Property; and

**WHEREAS**, the City requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any property owners association.

**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 on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any property owners association, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes

8. 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 stormwater management/BMP facilities fail to operate properly.
9. This Agreement (original) shall be retained by the City and 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 property owners association.

WITNESS the following signatures:

\_\_\_\_\_  
Landowner/Representative

Email: \_\_\_\_\_  
(Name)

(Title)  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing Agreement was acknowledged, sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

