

**COMMONWEALTH OF
KENTUCKY CITY OF LONDON
A SUMMARY OF ORDINANCE NO 2026-10**

**AN ORDINANCE AMENDING ORDINANCE 2017-13, ENTITLED "AN
ORDINANCE ESTABLISHING MAINTENANCE EASEMENTS FOR STORM
SEWER LINES FOR SOIL EROSION DETENTION PONDS OR BASINS,
REQUIRING MAINTENANCE BY OWNERS OF SOIL EROSION DETENTION
PONDS. RECORD KEEPING OF MAINTENANCE FOR DETENTION PONDS,
AUTHORIZATION TO CHARGE OWNERS FOR MAINTENANCE OF DETENTION PONDS OR
BASINS, PAYMENT BY OWNER FOR MAINTENANCE, LIENS AND INTEREST FOR
MAINTENANCE WORK PERFORMED BY CITY, INDEMNIFICATION AND HOLD HARMLESS
AGREEMENT BY OWNER TO CITY, AGREEMENT BY OWNER FOR INSPECTION OF
MAINTENANCE RECORDS OR BOOKS OF OWNER, REQUIREMENTS OF MAINTENANCE
RECORDS AND CONTENTS; ANNUAL REPORT AND CONTENTS OF ANNUAL REPORT
REQUIRED BY OWNER TO CITY"**

This Summary is prepared by Christy L. Shannon who is certified to practice law in this Commonwealth. This Ordinance was made necessary that the City assure business and property owners that flooding of adjacent property does not occur due to improper, inadequate, or neglectful maintenance of detention ponds and basins maintenance and for the safety and protection of the public at large within the City of London.

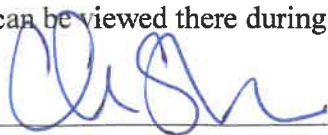
This Ordinance specifically amends the language in Ordinance 2017-13 to allow for relevant updates to be made to the name, address, contact information, and personnel of all property owners.

Further, the Building Inspector has authority to make relevant changes in the future for any date formatting, address, or personnel.

This ordinance updates the easement agreement to ensure that the London Utility Commission can access the easement to perform needed sanitary sewer repairs.

The ordinance has an effective date of publication.

The full and complete Ordinance 2026-10, is on file at the Office of the London City Clerk and can be viewed there during normal business hours.



Christy L. Shannon

COMMONWEALTH OF KENTUCKY

CITY OF LONDON, KENTUCKY

ORDINANCE NO. 2026-10

AN ORDINANCE AMENDING ORDINANCE 2017-13, ENTITLED "AN ORDINANCE ESTABLISHING MAINTENANCE EASEMENTS FOR STORM SEWER LINES FOR SOIL EROSION DETENTION PONDS OR BASINS, REQUIRING MAINTENANCE BY OWNERS OF SOIL EROSION DETENTION PONDS. RECORD KEEPING OF MAINTENANCE FOR DETENTION PONDS, AUTHORIZATION TO CHARGE OWNERS FOR MAINTENANCE OF DETENTION PONDS OR BASINS, PAYMENT BY OWNER FOR MAINTENANCE, LIENS AND INTEREST FOR MAINTENANCE WORK PERFORMED BY CITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BY OWNER TO CITY, AGREEMENT BY OWNER FOR INSPECTION OF MAINTENANCE RECORDS OR BOOKS OF OWNER, REQUIREMENTS OF MAINTENANCE RECORDS AND CONTENTS; ANNUAL REPORT AND CONTENTS OF ANNUAL REPORT REQUIRED BY OWNER TO CITY"

WHEREAS, the City of London has established in Ordinance No. 2016-04 amended by Ordinance 2022-03, entitled the "Development Ordinance for the City of London, Kentucky" a requirement of those submitting subdivision or development plans for property in the City of London which includes erosion control plans in certain developments described therein, and whereas significant erosion and runoff occurs and the placement of asphalt and concrete in areas previously existing in a natural state of grass and trees, and detention ponds or basins are required by previous ordinances of the City, but it is necessary that the City assure business and property owners that flooding of adjacent property not occur due to improper, inadequate or neglectful maintenance of such detention ponds and basins maintenance and for the safety and protection of the public at large within the City of London,

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LONDON, KENTUCKY, AS FOLLOWS:

Section I

That Ordinance 2017-13 be amended to read as follows:

1. (a) All Commercial and Industrial developments within the City of London, Kentucky, shall, at the same time approval is sought for subdivision or other development plans that includes or requires the placement of storm sewer or a detention pond or basin on private property shall enter into an agreement, the form of which exists herein as Exhibit 1 to this Ordinance. This agreement is incorporated into herein as a part of the requirement of this Ordinance and, except for changes to the date, any address, or personnel, shall be modified only by the express recommendation of the Planning Commission and the majority approval of the City Council of the City of London. Changes to the agreement of any date formatting, address, or personnel may be made by the Building Inspector.

(b) All Commercial and Industrial developments within the City of London, Kentucky, shall, at the same time approval is sought for subdivision or other development plans that includes or requires the placement of storm sewer or a detention pond or basin on City of London right-of-way shall enter into an Easement with the City of London and London Utility Commission, the form of which exists herein as Exhibit 2 to this Ordinance. This agreement is incorporated into herein as a part of the requirement of this Ordinance and, except for changes to the date, any address, or personnel, shall be modified only by the express recommendation of the Planning Commission and the majority approval of the City Council of the City of London. Changes to the agreement of any date formatting, address, or personnel may be made by the Building Inspector.

2. The Superintendent of the London Utility Commission and the City Building Inspector shall not give or sign their approval of any development plan without such agreement and Easement having been signed by the owner of the development.

A Compliance Statement certified by a Professional Engineer shall be required as reflected in Exhibit 3 attached hereto.

3. The Agreement, at Exhibit 1, shall include at a minimum, the following:

a. The owner shall, in the easement, agree to implement the storm water management facility maintenances program and agree to maintain the storm water management facility in good working condition acceptable to the City and London Utility Commission so that they are performing their design functions.

b. The Owner shall grant permission to the City and London Utility Commission, its authorized agents and employees, to enter upon the property, and to inspect the storm water management facilities whenever the City or London Utility Commission deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the City or London Utility Commission shall give the Owner, its successors and assigns, copies of the inspection report with findings and evaluations.

c. The Owner shall agree that in the event the Owner, its successors and assigns, fail to maintain the Storm water management facilities in good working condition acceptable to the City and London Utility Commission, the City or London Utility Commission may enter upon the property and take whatever steps it deems necessary to maintain said Storm water management facilities and to charge the costs of the repairs to the Owner, its successors and assigns. This provision shall not be construed to allow the City or London Utility Commission to erect any structure of a permanent nature on the land of the Owner, outside of an easement belonging to the City or London Utility Commission. It is expressly understood and agreed that the City and London Utility Commission is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City or London Utility Commission.

d. The Owner shall agree that in the event the City or London Utility Commission, pursuant to an Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner or its successors and assigns, the Owner shall reimburse the City or London Utility Commission upon demand, within 30 days of receipt thereof for all costs incurred by the City hereunder. If not paid within such 30 day period, the City or London Utility Commission shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.

e. The Owner shall agree to indemnify and hold harmless the City or London Utility Commission and [~~its~~] their agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City or London Utility Commission for the construction, presence, existence or maintenance of the storm water management facilities by the Owner, its successors, and assigns. In the event a claim is asserted against the City or London Utility Commission, [~~its~~] their agents or employees, the City or London Utility Commission shall promptly notify the Owner, their successors and assigns, and the Owner or its successors or assigns shall defend, at their own expense, any suit based on such claim. If any judgment or claims are made against the City or London Utility Commission, [~~its~~] their agents or employees, the Owner, its successors, and assigns shall pay all costs and expenses in connection herewith.

f. The Owner shall grant permission to the City or London Utility Commission, [~~its~~] their authorized agents and employees, to enter upon the property, and to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the BMP. The Owner shall also agree to design and construct the facility to provide access for monitoring.

4. This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid. If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

5. This Ordinance shall be effective immediately upon publication in accordance with the applicable provisions of Kentucky law. Any Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

First Reading: March ____, 2026

Second Reading: _____, 2026

Publication: _____, 2026

Mayor

ATTEST: _____
CITY CLERK

Exhibit 1

**Commercial, Industrial Agreement to Maintain
Storm Water Management Facilities**

The upkeep and maintenance of stormwater management facilities is essential to the protection of aquatic resources. All property owners are expected to conduct business in a manner that promotes resource protection. This Agreement contains specific provisions with respect to maintenance of storm water management facilities.

PROPERTY INFO:

Physical Address: _____

OWNER:

Name: _____

Phone: _____

Email: _____

Whereas, Owner, has constructed storm water management facilities on the property described below and whereas the goals of the City of London, Kentucky ("City" or "London") and the London Utility Commission ("LUC") are to ensure the protection and enhancement of the City's aquatic resources, the City and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER HEREBY:

1. Agrees to maintain the storm water management facilities in good working condition, acceptable to the City and LUC, so that they are performing their design functions which are included on the approved plans as referenced below:

Plan Title: _____

Date: _____ Engineer: _____

Description of Stormwater Facilities To Be Maintained:

2. Grants permission to the City, LUC, and their authorized agents and employees, to enter upon the property, and to inspect the storm water management facilities whenever the City or LUC deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas,

access roads, etc. When deficiencies are noted, the City or LUC shall give Owner, its successors and assigns, copies of the inspection report with findings and evaluations.

3. Agrees that in the event Owner, its successors and assigns, fails to maintain the Stormwater management facilities in good working condition acceptable to the City and LUC, the City or LUC may enter upon the property and take whatever steps it deems necessary to maintain said Storm water management facilities and to charge the costs of the repairs to the Owner, its successors and assigns. This provision shall not be construed to allow the City or LUC to erect any structure of a permanent nature on the land of the Owner, outside of an easement belonging to the City or the LUC. It is expressly understood and agreed that the City and LUC are under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the City or LUC.

4. Agrees that in the event the City or LUC, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of Owner or its successors and assigns, Owner shall reimburse the City or LUC upon demand, within 30 days of receipt thereof for all costs incurred by the City hereunder. If not paid within such 30 day period, the City or LUC shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property truces may be enforced.

5. Agrees to indemnify and hold harmless the City, LUC, and their agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City or LUC for the construction, presence, existence or maintenance of the storm water management facilities by Owner, its successors, and assigns. In the event a claim is asserted against the City, its agents or employees, the City or LUC shall promptly notify the Owner, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the City or LUC, their agents or employees shall be allowed, Owner, its successors, and assigns shall pay all costs and expenses in connection herewith.

Agreed:

Owner

Date

Agreed:

City of London

By: Mayor, City of London

Date

London Utility Commission

By: Superintendent, London Utility Commission

Date

Exhibit 2

SANITARY SEWER LINE AND CONDUIT EASEMENT

THIS DEED OF EASEMENT made and entered into on this ___ day of

_____, 202___, by and between **OWNER**, _____

(address), London, Kentucky 40741, first party, and THE CITY OF LONDON, 501 South Main Street London, KY 40741, and the LONDON UTILITY COMMISSION, 801 North Main Street, London, Kentucky 40743, second parties;

WITNESSETH: That for and in consideration of the benefits to be derived by the first party from expansion and/or improvements of the City of London sanitary sewer system, the receipt of which is hereby acknowledged, the first party does hereby grant and convey unto the second party, its successors and assigns, the right and easement to construct, lay, maintain, operate, repair, and remove a sanitary sewer line and conduit over and through the property of the first party, which easement is more particularly described as follows:

BEING a strip of land a minimum of twelve feet wide, lying six (+/-) feet on either side of a sanitary sewer line as located on or near first party's property as recorded in Deed Book ___ Page ___ at the Laurel County Clerk's Office, London, Kentucky, and as constructed as shown on As-Built Drawings, said sewer line and conduit being located as follows:

[insert legal description here]

The parties understand that excavation will be required for construction and maintenance of the sanitary sewer line and conduit. The party of the first part specifically grants to both of the parties of the second part the right to disturb for the purpose of construction or repair an area greater than the specific easement granted herein and that second party shall promptly repair any damage to the property of the first party which results from constructing, laying, operating, repairing, or removing the sanitary sewer line and conduit. The easement granted herein is for the purpose of a sanitary sewer line and conduit to be buried for the containment of wires, fiber, and sanitary sewer line.

It is agreed and understood by and between the parties hereto that the first parties shall not erect any structure of any nature or any wall or foundation upon the easement above described. The first party further agrees that they will not allow any impoundment of water or place any soil, fill nor bury material upon said easement.

TO HA VE AND HOLD unto the second parties, their successor and assigns, forever.

WITNESS MY SIGNATURE as of the date first above written.

Party of the First Part:

Print Name

Signature

Parties of the Second Part:

City of London, Kentucky

London Utility Commission

Randall Weddle, Mayor

Superintendent, London Utility Commission

Attest:

City Clerk

STATE OF KENTUCKY
COUNTY OF LAUREL

Before me, the undersigned Notary Public in and for the state and county aforesaid, this day personally appeared _____ in the state and county aforesaid, and acknowledged that they executed the foregoing instrument as their free act and deed. Witness my hand as notary public aforesaid, this ___ day of _____ 202__.

Notary Public
My Commission Expires: _____

STATE OF KENTUCKY
COUNTY OF LAUREL

Before me, the undersigned Notary Public in and for the state and county aforesaid, this day personally appeared Mayor _____ and City Clerk _____ in the state and county aforesaid, and acknowledged that they executed the foregoing instrument as their free act and deed. Witness my hand as notary public aforesaid, this ___ day of _____ 202__.

Notary Public
My Commission Expires: _____

STATE OF KENTUCKY
COUNTY OF LAUREL

Before me, the undersigned Notary Public in and for the state and county aforesaid, this day personally appeared London Utility Commission Superintendent _____ in the state and county aforesaid, and acknowledged that they executed the foregoing instrument as their free act and deed. Witness my hand as notary public aforesaid, this ___ day of _____ 202__.

Notary Public
My Commission Expires: _____

Prepared in the Law Office of Christopher Wiest, 50 E. Rivercenter Blvd, Ste. 1280, Covington, KY 41011; Tel: 513-257-1895.

C/O Address for Taxing Purposes:
C/O: {Address of Owner}

Exhibit 3

COMPLIANCE STATEMENT

I hereby certify that these Improvement Plans known as:

(Title of Approved Plans)

have been prepared in accordance with the City of London Development Ordinance and that construction will be done in accordance with these Improvement Plans. I agree to retain _____ to provide sufficient oversight during construction to enable

Name of Professional Engineer

him/her to certify that the construction was done in accordance with these Improvement Plans

Developer's Name

Developer's Signature

Date

I hereby certify that the Improvement Plans known as:

have been prepared in accordance with the City of London Development Ordinance. I further certify that we will provide sufficient oversight during construction to enable us to certify that the construction was done in accordance with these Improvement Plans, so long as we are under contract with the Developer for such services.

Professional Engineer Name

Professional Engineer Signature

Date