

**PRIVATE STORMWATER FACILITY AND WETLAND
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE STORMWATER FACILITY MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (County) and TIMBERRIDGE DEVELOPMENT GROUP, LLC (“Developer”) and THE RETREAT METROPOLITAN DISTRICT (“Metro District”), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the Metro District provides various municipal services to certain real property in El Paso County, Colorado referred to as THE RETREAT AT TIMBERRIDGE;

B. WHEREAS, Developer is the owner of certain real estate in El Paso County, Colorado, which Property is legally described in **Exhibit A** attached hereto and incorporated herein by this reference (“Property”);

C. WHEREAS, Developer desires to plat and develop the Property as a Subdivision to be known as THE RETREAT AT TIMBERRIDGE FILING NO. 3 (“Development”);

D. WHEREAS, the development of the Property will materially increase the volume and decrease the quality of stormwater runoff from the Property; therefore, it is in the best interest of the public health, safety and welfare for the County to condition approval of this Development on Developer’s promise to construct adequate stormwater control facilities including permanent stormwater quality structural Best Management Practices (“BMPs”) for the Development;

E. WHEREAS, the El Paso County Land Development Code, as periodically amended, requires the construction and maintenance of detention ponds and other drainage facilities adequate to maintain historic stormwater flow patterns, protect natural and man-made drainage conveyances, and prevent property damage in connection with land development and subdivisions, and further requires that developers enter into maintenance agreements and easements with the County for such drainage facilities;

F. WHEREAS, the El Paso County Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (“ECM”), as each may be periodically amended, promulgated pursuant to the County’s Colorado Discharge Permit System General Permit (MS4 Permit), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County’s rights-of-way or easements to provide adequate permanent stormwater quality facilities and BMPs with new development or significant redevelopment and to enter into maintenance agreements and easements with the County for such facilities and BMPs;

one (1) rain garden, runoff reduction water quality areas,

G. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual, Volume I provides for a developer's promise to maintain a development's drainage facilities in the event the County does not assume such responsibility; and

H. WHEREAS, Developer desires to construct for the Development drainage conveyance facilities, ~~detention basins~~, stormwater control measures, and/or permanent stormwater quality BMPs (collectively, "Stormwater Facilities") as the means for providing adequate drainage and stormwater runoff control and to meet the requirements of the County's MS4 Permit, and to operate, clean, maintain and repair such Stormwater Facilities; and

I. WHEREAS, Developer desires to construct the Stormwater Facilities on property as set forth on **Exhibit B** attached hereto and incorporated herein by this reference ("Stormwater Facilities Area"); and **attach Exhibit B**

J. WHEREAS, Developer shall be charged with the duty of constructing the Stormwater Facilities, the County shall be charged with the duties of operating, maintaining and repairing the Stormwater Facilities and any appurtenant improvements on the property described in **Exhibit B**, and the Metro District shall be charged with the duty of aesthetic maintenance of the Stormwater Facilities;

K. WHEREAS, the County, in order to protect the public health, safety and welfare, desires the means to access, construct, maintain, and repair the Stormwater Facilities, and to recover its costs incurred in connection therewith, in the event the Developer or District fails to meet their obligations to do the same; and

L. WHEREAS, the County conditions approval of this Development on the Developer's promise to construct the Stormwater Facilities, and further conditions approval on the Metro District's promise to maintain the aesthetics of the Stormwater Facilities;

M. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Development upon Developer's grant herein of a perpetual Easement over the Property for the purpose of allowing the County access to construct, upgrade, clean, maintain and/or repair the Stormwater Facilities, and allowing the Metro District to periodically access and inspect the Stormwater Facilities and, when necessary, to maintain the aesthetics of the Stormwater Facilities; and

N. WHEREAS, Pursuant to Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-203, Colorado Revised Statutes, governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

2. Covenants Running with the Land: The Parties agrees that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in **Exhibit A** attached hereto, and that this entire Agreement and the performance thereof shall be binding upon each Party and their successors and assigns.

3. Construction: Developer shall construct the following Stormwater Facilities on the Stormwater Facilities Area: Sand Creek riprap bank stabilization, channel grade control structure and revegetation BMP(s) for a length of approximately 115 feet south of the proposed Arroya Lane extension. Developer shall not commence construction of the Stormwater Facilities until the El Paso County Planning and Community Development Department (“PCD”) has approved in writing the plans and specifications for the Stormwater Facilities and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the Stormwater Facilities in substantial compliance with the County-approved plans and specifications for the Stormwater Facilities and shall provide certification from a Colorado registered Professional Engineer that the Stormwater Facilities were constructed in compliance with and provide the volume and capacity required by such plans and specifications in accordance with ECM requirements. Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the Stormwater Facilities shall be substantially completed within one (1) year (defined as 365 days), which one-year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) and associated Construction Permit are issued. Rough grading of the permanent stormwater BMP facilities must be completed and inspected by the PCD prior to commencing road construction, and water quality capture volume (WQCV) outlet control structures must be substantially complete prior to paving roads or parking areas.

In the event construction of the Stormwater Facilities is not substantially completed within the one (1) year period, or if the Development is in violation of its ESQCP terms and conditions and Developer has not made an effort to remedy the violation in a reasonable amount of time as determined by the County, then the County may exercise its discretion to complete the Stormwater Facilities and shall have the right to seek reimbursement from the Developer and its respective successors and assigns for its actual costs and expenses incurred in the process of completing construction.

4. Maintenance of Stormwater Facilities: Subject and prior to County acceptance of the Stormwater Facilities, the Metro District agrees for itself and its successors and assigns that it will regularly and routinely inspect, clean and maintain the Stormwater Facilities in compliance with the County-reviewed Operation and Maintenance Manual, attached hereto and incorporated herein by this reference as **Exhibit C**, and otherwise keep the same in good repair, all at its own cost and expense. The Metro District’s obligation to maintain the Stormwater Facilities shall terminate upon County acceptance of the Stormwater Facilities and conveyance of Stormwater Facilities Area to the County. No trees or shrubs that will impair the structural integrity of the Stormwater Facilities shall be planted or allowed to grow within or adjacent to the Stormwater

Facilities. If the County maintains or repairs any wetlands or non-structural vegetated areas in the course of properly maintaining the structural Stormwater Facilities or to protect the structural facilities from erosion or other hazards, the provisions described in Section 6 of this Agreement may apply.

5. Creation of Easements: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across the Property. The purpose of the easement is to allow the County and the Metro District to access, inspect, clean, repair and maintain the Stormwater Facilities; however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the Stormwater Facilities or any appurtenant improvements until the time of County acceptance of the public Stormwater Facilities.

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the Stormwater Facilities have not been properly cleaned, maintained, or otherwise kept in good repair, the County shall give reasonable notice of such to the responsible Party and its successors and assigns. The notice shall provide a reasonable time to correct the problems. Should the responsible Parties fail to correct the specified problems, the County may enter upon the property described in **Exhibit B** to perform the needed work and shall have the right to seek reimbursement from the responsible Parties for its actual costs and expenses in performing the work. Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to inspect, construct, clean, repair or maintain the Stormwater Facilities.

7. Actual Costs and Expenses: The Developer and the Metro District agree and covenant, for themselves and their successors and assigns, that they will reimburse the County for the County's actual costs and expenses incurred in the process of completing construction of, cleaning, maintaining, or repairing the Stormwater Facilities, pursuant to the provisions of this Agreement.

The term "actual costs and expenses" as used in this Agreement shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, engineering and design costs, and costs to contract with specialized professionals or consultants, including but not limited to wetlands scientists, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to perform the work. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

8. Contingencies of Land Use/Land Disturbance Approval: Developer's and the Metro District's execution of this Agreement is a condition of subdivision, land use, or land disturbance approval. The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any

specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

9. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Executive Director of the El Paso County Planning and Community Development Department and/or the Executive Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Executive Director of the Planning and Community Development Department and/or the Executive Director of the El Paso County Department of Public Works.

10. Indemnification and Hold Harmless: Developer and the Metro District agree, for themselves, their successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the Stormwater Facilities or wetlands, and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against the County, the Developer, the Metro District, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the stormwater facilities be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any

refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Metro District, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

14. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

15. Limitation on Developer's Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat of the Development is recorded (if applicable) and the Developer completes the construction of the Stormwater Facilities and wetlands and transfers all applicable maintenance and operation responsibilities to the County. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified and subject to the terms herein.

[Remainder of page intentionally left blank]

Executed this _____ day of _____, 20____, by:

TIMBERRIDGE DEVELOPMENT GROUP, LLC

By: _____

DOUGLAS M. STIMPLE, CEO

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by DOUGLAS M. STIMPLE, CEO, TIMBERRIDGE DEVELOPMENT GROUP, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 20____, by:

THE RETREAT METROPOLITAN DISTRICT

By: _____

GEORGE LENZ, President

Attest:

By: _____

LOREN MORELAND, Asst. Secretary

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by GEORGE LENZ, President, and LOREN MORELAND, Asst. Secretary, Corporate Counsel, THE RETREAT METROPOLITAN DISTRICT

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 20____, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Chair, El Paso County Planning and Community Development Department

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Chair, Planning and Community Development Department.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

EXHIBIT A
Property

LEGAL DESCRIPTION: RETREAT AT TIMBERRIDGE FILING NO. 3

A PARCEL OF LAND BEING A PORTION OF SECTIONS 21, 22, 27 AND 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE CENTER-EAST 1/16 CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653;

THENCE N09°49'11"E, A DISTANCE OF 2334.95 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF VOLLMER ROAD AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N21°41'10"E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD, A DISTANCE OF 520.94 FEET;

THENCE S68°26'02"E, A DISTANCE OF 147.97 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 21°53'35", A RADIUS OF 560.00 FEET AND A DISTANCE OF 213.98 FEET TO A POINT OF TANGENT;

THENCE N89°40'23"E, A DISTANCE OF 330.31 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 01°01'28", A RADIUS OF 1960.00 FEET AND A DISTANCE OF 35.05 FEET TO A POINT OF TANGENT;

THENCE N88°38'55"E, A DISTANCE OF 460.44 FEET;

THENCE S47°35'42"W, A DISTANCE OF 60.91 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE N88°38'55"E, ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 898.52 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE S00°54'30"E, A DISTANCE OF 1447.63 FEET;

THENCE N77°00'00"W, A DISTANCE OF 251.41 FEET;

THENCE S07°30'00"E, A DISTANCE OF 198.00 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S07°30'00"E, HAVING A DELTA OF 83°24'30", A RADIUS OF 55.00 FEET AND A DISTANCE OF 80.07 FEET TO A POINT OF TANGENT;

THENCE S00°54'30"E, A DISTANCE OF 28.43 FEET;

THENCE S89°05'30"W, A DISTANCE OF 150.00 FEET;

THENCE S05°57'53"W, A DISTANCE OF 241.74 FEET;

THENCE S19°50'00"W, A DISTANCE OF 225.69 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1;

THENCE ON THE NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 THE FOLLOWING TWO (2) COURSES:

1. N71°41'17"W, A DISTANCE OF 83.46 FEET;
2. N53°22'30"W, A DISTANCE OF 243.17 FEET;

THENCE N36°37'30"E, A DISTANCE OF 10.00 FEET;

THENCE N53°22'30"W, A DISTANCE OF 150.00 FEET;

THENCE N36°37'30"E, A DISTANCE OF 200.00 FEET;

THENCE N35°37'50"E, A DISTANCE OF 108.98 FEET;

THENCE N27°50'00"E, A DISTANCE OF 94.45 FEET;

THENCE N19°43'22"E, A DISTANCE OF 95.70 FEET;

THENCE N18°00'00"E, A DISTANCE OF 100.00 FEET;

THENCE N17°19'01"E, A DISTANCE OF 103.72 FEET;

THENCE N03°30'00"E, A DISTANCE OF 107.28 FEET;

THENCE N16°19'41"W, A DISTANCE OF 155.30 FEET;

THENCE N41°00'00"W, A DISTANCE OF 256.15 FEET;

THENCE N00°00'00"E, A DISTANCE OF 208.46 FEET;

THENCE N86°05'18"W, A DISTANCE OF 253.40 FEET;

THENCE N90°00'00"W, A DISTANCE OF 378.68 FEET;

THENCE N12°00'00"E, A DISTANCE OF 183.00 FEET;

THENCE N78°00'00"W, A DISTANCE OF 490.00 FEET;

THENCE S12°00'00"W, A DISTANCE OF 307.77 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S68°21'36"W, HAVING A DELTA OF 114°51'36", A RADIUS OF 60.00 FEET AND A DISTANCE OF 120.28 FEET TO A POINT ON CURVE;

THENCE N46°30'00"W, A DISTANCE OF 243.59 FEET;

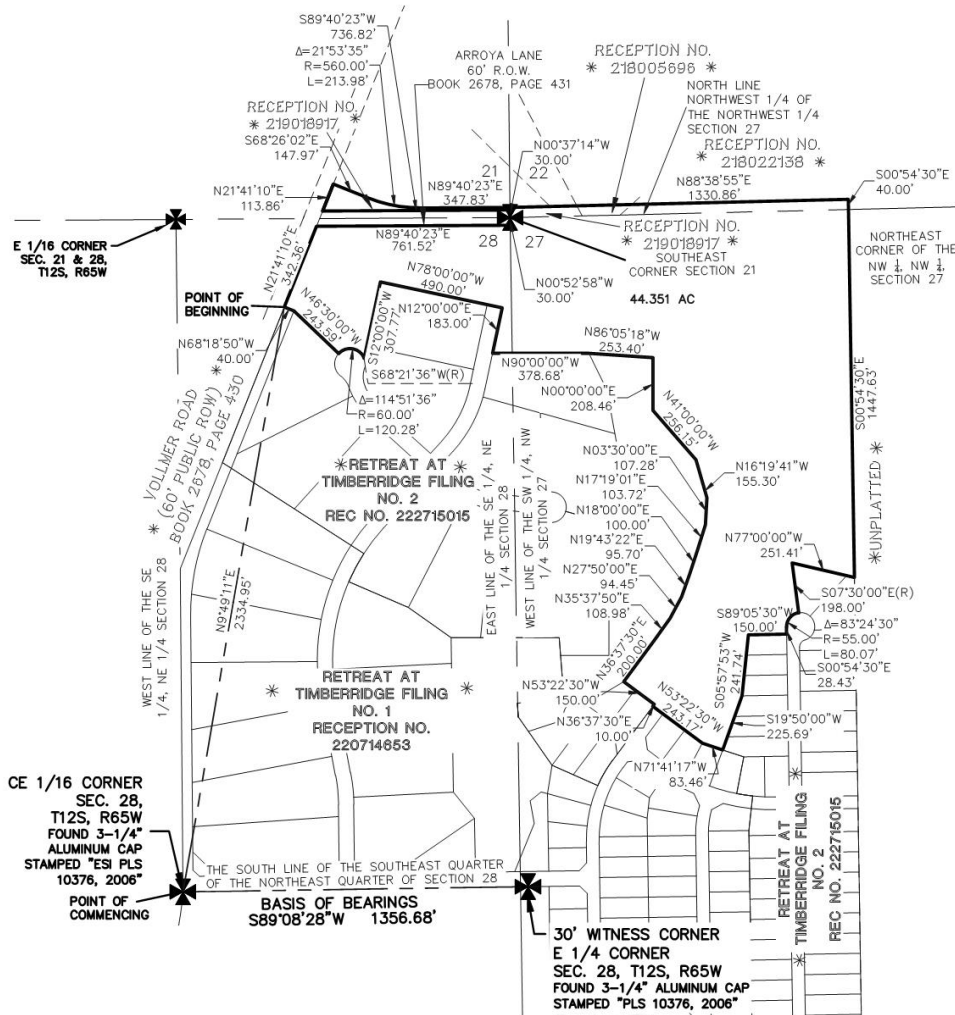
THENCE N68°18'50"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.



619 N. Cascade Avenue, Suite 200
 Colorado Springs, Colorado 80903

(719)785-0790

RETREAT AT TIMBERRIDGE FILING NO. 3
 JOB NO. 1185.30-01R4
 DECEMBER 2, 2022
 SHEET 3 OF 3



400 75 0 400 800

SCALE: 1" = 400'
 U.S. SURVEY FOOT

CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

EXHIBIT B
Stormwater Facilities Area

Tract E Retreat at TimberRidge Filing No. 3, El Paso County, Colorado

EXHIBIT C

Open Drainage Channel Inspections, Operations and Maintenance (O&M)

Routine maintenance of the open drainage channel system consists of litter and debris pickup, vegetation management, erosion control, and sediment removal when necessary. Removal of excessive shrubs and trees is required to ensure that the channel will flow in conformance with the original design. Mowing and vegetation management shall be performed with care to ensure that soils remain stable and not to cause erosion. Noxious weed management shall be performed as necessary and as required under project approval conditions. All dead trees and trees growing in the flowline of a structure such as a bridge or culvert shall be removed.

Removal of sediment shall be performed with the use of equipment such as a skid steer, backhoe, and front-end loader. The removed materials shall be hauled to an acceptable landfill site unless otherwise legally permitted to be utilized elsewhere. Materials are not to be stored onsite. Equipment shall utilize the designated access roads and shall not be used in a manner to cause damage to adjacent vegetated and stable areas to the extent possible. If drainage channels contain wetlands many activities, including maintenance, may be subject to regulation and permitting.

Erosion control and restoration work such as side slope reconstruction, revegetation, riprap installation, and other stabilization methods will require the use of heavy equipment.

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|--|
| Maintaining altered watercourses is a minimum requirement of the National Flood Insurance Program (NFIP). In fact, failure to maintain such watercourses may result in a revision to the community's Flood Insurance Rate Map (FIRM). If a stream is altered after the community's FIRM is published, the NFIP requires the community to ensure that the channel's carrying capacity is not adversely altered. This is required in 44 CFR 60.3(b)(7) of the Federal Emergency Management Agency's (FEMA's) NFIP regulations. |
|--|

Table 1 – General Channel Maintenance Guidelines

| Activity | Maintenance Action | Frequency of Action |
|--|---|--|
| Mowing, vegetation management, and lawn care | Occasional mowing to limit unwanted vegetation. Maintain irrigated turf grass as 2 to 4 inches tall and non-irrigated native grasses at 4 to 6 inches tall. | Routine – depending on aesthetic requirements. |
| Debris and litter removal | Remove debris and litter from the entire channel to improve flow characteristics and aesthetics. Dispose of as appropriate. | Routine – including annual, pre-storm season (April and May) and following significant rainfall events. |
| Erosion and sediment control | Repair and revegetate eroded areas in the channel. | Non-routine –as necessary based on inspection. |
| Structural | Repair inflow structures, low flow channel linings, and energy dissipation structures as needed. | Non-routine – repair as needed based on regular inspections. |
| Inspections | Inspect channel to ensure continued function as initially intended. Check for erosion, slumping, excessive sedimentation, overgrowth, embankment and inflow integrity, and damage to any structural elements. Report any illicit discharge immediately. | Routine – annual inspection of hydraulic and structural facilities. Also check for obvious problems during routine maintenance visits. |
| Nuisance control | Address odor, insects, and other issues associated with stagnant or standing water. | Non-routine –as necessary per inspection or complaint. |
| Sediment removal | Remove accumulated sediment from the channel bottom. | Non-routine –as necessary per inspection. |

Routine Maintenance Activities

The majority of this work consists of scheduled mowing, litter and debris pickups for the drainage channel during the growing season. It also includes activities such as weed control. These activities normally will be performed numerous times during the year. These items typically do not require any prior correspondence with EPC, however, completed inspection and maintenance forms shall be retained and submitted to EPC for each inspection and maintenance upon request. The Routine Maintenance Activities are summarized below, and further described in the following sections.

Table 2 – Summary of Routine Maintenance Activities

| Activity | Maintenance Action | Look for: | Minimum Frequency |
|-------------------------------------|---|---------------------------------------|----------------------------------|
| Mowing | 2"-4" irrigated grass height; 4-6" natural grass height | Excessive grass height/aesthetics | Routine – twice annually |
| Litter / Debris Removal | Remove and dispose of litter and debris | Litter / debris in drainage channel | Routine – twice annually |
| Woody growth control / weed removal | Treat w/herbicide or hand pull | Noxious weeds, undesirable vegetation | Routine – minimum twice annually |

Properly dispose of litter and debris materials at an approved landfill or recycling facility. It should be noted that major debris removal may require other regulatory permits prior to completing the work.

Noxious weeds and other unwanted vegetation must be treated as needed throughout the drainage channel. This activity can be performed either through mechanical means (mowing/pulling) or with herbicide. Consultation with the County Environmental Division is recommended prior to the use of herbicide. Herbicides should be utilized sparingly and as a last resort. All herbicide applications should be in accordance with the manufacturer’s recommendations.

Minor Maintenance Activities

This work consists of a variety of isolated or small-scale maintenance/operational problems. Most of this work can be completed by a small crew, hand tools, and small equipment. These items may require prior approval from EPC depending on the scope of work. Completed inspection and maintenance forms shall be retained for each inspection and maintenance period. In the event that the drainage channel needs to be dewatered, care should be given to ensure sediment, filter material and other pollutants are not discharged. The appropriate permits shall be obtained prior to any dewatering activity.

Table 3 – Summary of Minor Maintenance Activities

| Activity | Maintenance Action | Look for: | Minimum Frequency |
|----------------------------|---|--|---|
| Sediment/Pollutant Removal | Remove and dispose of accumulated sediment from the channel bottom. | Minor sediment and pollution build-up in channel bottom; potential decrease in channel flow rate | Non-routine – as needed based on inspection. |
| Erosion Repair | Repair eroded areas and revegetate; address cause. | Rills/gullies on sides of channel | Non-routine – as needed, based on inspection. |

Major Maintenance Activities

This work consists of larger maintenance/operational problems and failures within the stormwater drainage facilities. This work will likely require approval from EPC Engineering to ensure the proper maintenance is performed. This work requires that Engineering Staff review the original design and construction drawings to assess the situation and necessary maintenance activities. This work may also require more specialized maintenance equipment, design plans/details, surveying, and assistance through private contractors and consultants. In the event that the drainage channel needs to be dewatered, care should be given to ensure sediment, filter material and other pollutants are not discharged. The appropriate permits shall be obtained prior to any dewatering activity.

Table 4 – Summary of Major Maintenance Activities

| Activity | Maintenance Action | Look for: | Minimum Frequency |
|------------------------------------|---|--|--|
| Major Sediment / Pollutant Removal | Remove and dispose of sediment. Repair vegetation as necessary | Large quantities of sediment in the channel and reduced conveyance rate/capacity | Non-routine –as necessary based on inspection. |
| Major Erosion Repair | Repair erosion – find cause of problem and address to avoid future erosion | Severe erosion including gullies, excessive soil displacement, unusual areas of settlement, holes | Non-routine –as necessary based on inspection. |
| Structural Repair | Structural repair to restore portions of the channel to its original design | Deterioration and/or damage to structural components – broken concrete, damaged pipe, drop/check structures or dissipators | Non-routine –as necessary based on inspection. |
| Drainage Channel Rebuild | Contact EPC Engineering | Overall channel failure | Non-routine –as needed due to complete failure of drainage channel |

Inspection Procedures

Periodic inspections of drainage channels and associated stormwater control measures in developed areas are needed in every community to prevent the accumulation of debris deposited by storms, dumping, or natural processes. Inspections must be conducted at least once each year and after each storm that could adversely impact the drainage system. Inspections are also needed in response to citizen complaints.

Conduct annual visual inspections during the dry season to determine if there are problem inlets where sediment/trash or other pollutants accumulate. Inspection and maintenance records should be used to determine problem areas that may need to be checked more often. Appropriate action must be taken after an inspection identifies the need for maintenance or cleaning.

The attached form includes the typical information necessary for and during an inspection. Similar forms or electronic record keeping may be utilized if all relevant information is recorded. The entity responsible for channel maintenance is required to submit the periodic inspection reports upon request by County Staff. Inspections involving decisions about structural issues shall be signed by a licensed professional engineer.

Inspections of inflow structures including detention spillways and water quality outlet pipes discharging to the channel shall be coordinated with channel inspections.

Illicit discharges such as dumping of home goods or garbage, appliances, yard wastes, paint spills, abandoned oil containers and other pollutants shall be immediately reported to EPC Staff and other agencies as appropriate. Reference El Paso County Ordinance No. 07-01, as amended. EPC recommends that the responsible entity encourage public

reporting of improper waste disposal by posting “No Dumping” signs, neighborhood notices, and/or social media when available, with contact information to report violations.

Wetlands

If drainage channels contain wetlands many activities, including maintenance, may be subject to regulation and permitting. The responsible maintenance entity shall maintain wetlands vegetation as appropriate and in consultation with the proper authorities including the U.S. Army Corps of Engineers when applicable. The responsible maintenance entity shall ensure proper training / licensing of contractors and staff to minimize the potential for damages to the wetlands.

All applicable safety and environmental considerations with regards to the application of any pesticides or herbicides shall be verified. It is also strongly encouraged that the responsible entity employ or consult a wetlands specialist or certified arborist with the ability to identify invasive/exotic species. Due to the sensitive nature of using chemicals near water bodies, a written Quality Assurance/Quality Control (QA/QC) plan shall be implemented.

Employees shall be trained in accordance with any local, state, and federal regulations and laws prior to any application of chemicals. A copy of the QA/QC plan must be submitted to the County Environmental Division prior to any chemical applications. In addition to the QA/QC plan, copies of the Safety Data Sheets (SDS) for all the chemicals being used shall be provided upon request.

The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The basis of the CWA was enacted in 1948 and was called the Federal Water Pollution Control Act, but the Act was significantly reorganized and expanded in 1972. "Clean Water Act" became the Act's common name with amendments in 1972.

Section 404 - establishes a program to regulate the discharge of dredged and fill material into waters of the United States, including wetlands. CWA Section 404(b)(1) Guidelines – U.S. Environmental Protection Agency (EPA) (Although they are called “guidelines,” these criteria are established in regulations (40 CFR Part 230) and are legally binding.)

<https://www.epa.gov/cwa-404/clean-water-laws-regulations-and-executive-orders-related-section-404>

Open Drainage Channel Inspection Report Form

Date: _____ Inspector: _____

Type of inspection: Post-Storm _____ Complaint _____ Routine _____

Location: (Identify stream or basin name, downstream and upstream streets or reference points, and location of problem. Provide sketch as needed.)

Type of problem: Litter ___ Minor ___ Obstruction ___ Structural ___ Illicit Discharge** ___

Recommended maintenance: _____

Is equipment needed? _____ If so, list equipment needed: _____

Date: _____ Offsite Right of entry needed? _____

Work order description: _____

State permit(s) needed? _____ Work order number: _____

Date: _____ Crew chief: _____

Maintenance performed: _____

Inspected by: _____

Use other side for additional recommendations for this site.

****Report illicit discharges to the County and appropriate agencies.**