



STORMWATER IMPROVEMENTS MAINTENANCE AGREEMENT AND EASEMENT

This STORMWATER IMPROVEMENTS 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 HONOR CHARTER BUILDING CORPORATION (Developer). The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

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

B. WHEREAS, Developer desires to develop on the Subject Property a project to be known as HONOR CHARTER SCHOOL (the Development); and

C. WHEREAS, the El Paso County Land Development Code, as periodically amended, requires the construction and maintenance of drainage control 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; and

D. WHEREAS, Developer desires to construct for the Development drainage conveyance facilities (“Stormwater Improvements”) 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 Improvements; and

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

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

G. WHEREAS, the County conditions approval of the Project on the obligations set forth in this Stormwater Improvements Maintenance Agreement and Easement (Agreement) and on the grant herein of a perpetual easement on the Easement Area for the purposes of allowing the County to periodically access, inspect, and, when necessary, construct, clean, maintain, or repair the Stormwater Improvements.

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: Developer 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 itself and its successors and assigns.

3. Construction: Owner shall construct the Stormwater Improvements on the Property. Construction shall not commence until the El Paso County ECM Administrator has approved in writing the plans and specifications for the Stormwater Improvements and this Agreement has been signed by all Parties and returned to the County. The Stormwater Improvements shall be constructed in substantial compliance with the County-approved plans and specifications. Owner shall also provide certification from a Colorado-registered Professional Engineer that the Stormwater Improvements were constructed in accordance with and provide the volume and capacity required by such plans and specifications. 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 Improvements shall be completed within one (1) year, which one-year period will commence to run on the date the County issues the Notice to Proceed for construction. In the event construction of the Stormwater Improvements 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 Improvements 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.

To secure and guarantee performance of its obligations as set forth herein, Developer agrees, pursuant to the development agreement, to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM.

4. Maintenance of Stormwater Improvements: Developer agrees for itself and its successors and assigns that it will regularly and routinely inspect, clean and maintain the Stormwater Improvements 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 Developer's obligation to maintain the structural features of the Stormwater Improvements shall terminate upon County acceptance of the Stormwater Improvements. Nothing that would impair the structural integrity of the

Stormwater Improvements, including, but not limited to, pavement, site improvements, fencing, trees, or shrubs shall be placed or allowed to grow in the Stormwater Improvements.

The Developer agrees for itself and its successors and assigns, that it will maintain and properly manage the grasses, vegetation, and other aesthetic features in the Stormwater Improvements Area in compliance with the “Routine Maintenance Activities” specified in Exhibit C and other requirements or conditions of approval. Such obligation with respect to the Stormwater Improvements Area shall continue even after acceptance of the Stormwater Improvements the County.

If the County maintains or repairs any non-structural vegetated areas in the course of properly maintaining the structural Stormwater Improvements or to protect the Stormwater Improvements 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 a non-exclusive perpetual easement upon and across the property described in Exhibit B. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the Stormwater Improvements; 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 Improvements or any appurtenant improvements until the time of County acceptance of the Stormwater Improvements.

6. County’s Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the Stormwater Improvements have not been properly cleaned, maintained, or otherwise kept in good repair, the County shall give reasonable notice of such to the ~~responsible Party~~Developer 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 Improvements.

7. Actual Costs and Expenses: The Developer agrees and covenants, for itself and its successors and assigns, that it will reimburse the County for its actual costs and expenses incurred in the process of completing construction of, cleaning, maintaining, or repairing the Stormwater Improvements or non-structural vegetated areas 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 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 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 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 El Paso County Department of Public Works.

10. Enforcement of County Regulations: Nothing in this Agreement shall be construed to limit the County's authority to enforce any of its laws, regulations or ordinances as they may apply to this Agreement or to the design, construction, inspection, maintenance and repair of the Stormwater Improvements that are the subject of this Agreement.

11. Indemnification and Hold Harmless: Developer agrees, for itself, its successors and assigns, that it 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 Improvements, 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.

12. 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.

13. 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, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

14. Solid Waste or Hazardous Materials: Should any refuse from the Stormwater Improvements be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as “hazardous materials”), the Developer, its successors and assigns, 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, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

15. 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.

[Remainder of page intentionally left blank]

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

HONOR CHARTER BUILDING CORPORATION

By: _____

[Add name of CEO]

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by [_____, CEO], HONOR CHARTER BUILDING CORPORATION

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: _____

Daniel Torres, Engineering Manager
Development Services, Department of Public Works
Designee of Joshua Palmer, County Engineer
Authorized signatory pursuant to Resolution No. 24-145

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Engineering Manager, El Paso County Department of Public Works.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Assistant County Attorney

EXHIBIT A
Subject Property

LEGAL DESCRIPTION

BEING A PART OF THE SOUTH ONE HALF OF THE NORTHEAST ONE-QUARTER (S 1/2 NE 1/4) OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE FULLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WESTERLY BOUNDARY LINE OF SUBJECT PARCEL, COINCIDENT WITH THE EASTERLY LINE OF THE BENT GRASS RESIDENTIAL FILING NO.2 BY RECEPTION NO. 220714559, MONUMENTED ON THE NORTH END WITH A FOUND NO.5 REBAR WITH 1-3/8" RED PLASTIC CAP, "ALC PLS 38087", FLUSH WITH GRADE, AND ON THE SOUTH END WITH A NO.4 REBAR WITH 1" ORANGE PLASTIC CAP MARKED "PLS 38141", RECOVERED 0.6' BELOW GRADE, SAID LINE TO BEAR NORTH 00°08'14" EAST, A MEASURED DISTANCE OF 619.52 FEET.

COMMENCING AT THE CENTER NORTH 1/16 CORNER, SEC. 1 T.1S. R.65W. BEING A FOUND NUMBER 6 REBAR WITH 3-1/4" ALUMINUM CAP MARKED "N 1/16 S1 2019, PLS 38069", 1.4' ABOVE GRADE; THENCE SOUTH 89°41'32" EAST ALONG THE NORTHERLY BOUNDARY OF THE BENT GRASS RESIDENTIAL FILING NO.2 BY RECEPTION NO. 220714559, COINCIDENT WITH THE SOUTHERLY BOUNDARY OF A PORTION OF WOODMEN HILLS FILING NO. 3 BY RECEPTION NO. 97059838, A DISTANCE OF 28.26 FEET TO A NO.5 REBAR WITH 1-3/8" RED PLASTIC CAP, "ALC PLS 38087", FLUSH WITH GRADE, BEING THE **POINT OF BEGINNING:** OF THE HEREINAFTER DESCRIBED LANDS;

THENCE NORTH 89°54'26" WEST ALONG THE NORTHERLY BOUNDARY OF SUBJECT PARCEL COINCIDENT OF SOUTHERLY BOUNDARY OF A PORTION OF WOODMEN HILLS FILING NO. 3 BY RECEPTION NO. 97059838, A DISTANCE OF 631.24 FEET TO A NO. 5 REBAR WITH A 1-1/4' PURPLE PLASTIC CAP, PLS 38759, FLUSH WITH GRADE;

THENCE SOUTH 00°09'43" WEST, ALONG THE EASTERLY LINE OF SUBJECT PARCEL, COINCIDENT WITH THE WESTERLY BOUNDARY LINE OF UNPLATTED LANDS PER QUIT CLAIM DEED BY RECEPTION NO. 208133006, A DISTANCE OF 619.92 FEET TO A NO. 5 REBAR WITH A 1-1/4' PURPLE PLASTIC CAP, PLS 38759, FLUSH WITH GRADE;

THENCE NORTH 89°52'36" WEST ALONG THE SOUTHERLY LINE OF SUBJECT PARCEL, COINCIDENT WITH A PORTION OF THE NORTHERLY RIGHT OF WAY LINE OF GRASS MEADOWS DRIVE, A DISTANCE OF 630.97 FEET TO A NO.4 REBAR WITH 1" ORANGE PLASTIC CAP MARKED "PLS 38141", RECOVERED 0.6' BELOW GRADE;

THENCE NORTH 00°08'14" EAST, ALONG THE WESTERLY LINE OF SUBJECT PARCEL, COINCIDENT WITH THE EASTERLY LINE OF THE BENT GRASS RESIDENTIAL FILING NO.2 BY RECEPTION NO. 220714559, A MEASURED DISTANCE OF 619.52 FEET TO THE **POINT OF BEGINNING.**

SAID LANDS CONTAINING 391,129 SQUARE FEET (8.98 ACRES) OF LAND, MORE OR LESS.

EXHIBIT B
Stormwater Improvements Area

|

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.

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.**