

CONSTRUCTION, INSPECTION AND MAINTENANCE AGREEMENT FOR STORMWATER FACILITIES

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the CITY OF ALAMOSA, a Colorado municipal corporation ("City") and _____ (referred to "Owner") to set forth the parties' agreement concerning required public improvements under Chapter 21 of the *Code of Ordinances of the City of Alamosa*, known as the City's Unified Development Code, or "UDC."

WHEREAS, the Owner has obtained approval from the City to build on and develop the property, as depicted on attached Exhibit "A" (the "Property"); and

WHEREAS, pursuant to §21-5-503 of the Code of Ordinances of the City of Alamosa, the Urban Drainage and Flood Control District's ("UDFCD") Urban Storm Drainage Criteria Manuals ("USDCM") shall be used to establish criteria for new development and redevelopment planning, water quality protection, and the selection and design of appropriate permanent BMPs (Best Management Practices); and

WHEREAS, appropriate BMPs for the proposed project shall be designed and implemented according to the UDFCD-USDCM specifications and following good engineering, hydrologic, and pollution control practices; and

WHEREAS, the City and the Owner, its successors and assigns, agree that the health, safety, and welfare of the residents of City of Alamosa, Colorado and the maintenance of water quality require that on-site stormwater management facilities be constructed and maintained on the Property pursuant to BMPs; and

WHEREAS, as consideration for the approval by the City of the development of the proposed Property, Owner agrees to construct and maintain certain hereinafter described stormwater facilities within the Property in accordance with, and subject to, the terms, conditions, and requirements of this Agreement.

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. Construction of BMP facility by Owner.** The on-site stormwater management facilities shall be constructed by the Owner, its successors and assigns, in accordance with the engineered plans and specifications approved by the City. Designs shall be in accordance with §21-5-504.
- 2. Easements Granted.** The Owner shall grant to the City the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the City or its agent and contractor pursuant to §21-6-303.
- 3. Duty of Operation and Maintenance of Facility.** The Owner, its successors and assigns, including any homeowners association, shall adequately operate, inspect, and maintain the stormwater management facilities as acceptable to the City and in accordance with the specific operation, inspection, and maintenance requirements noted in the Plan, included in "Exhibit B". Adequate inspection, operation and maintenance is herein defined in "Exhibit C."

4. Duty of Documentation. The Owner, its successors and assigns, shall document inspections, maintenance, and repairs performed and provide said documentation to the City or its representatives upon request.

5. Right of Entry on Property. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property at reasonable times and upon presentation of proper identification, and to inspect the stormwater management facilities whenever the City deems necessary. In general, the City plans to inspect such facilities at least once every three years, but may do so more frequently. The purpose of inspection is to follow-up on suspected or reported deficiencies, to respond to citizen complaints, and/or to assure safe and proper functioning of the facilities. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive with timeline to commence with the repairs if necessary.

6. Failure to Maintain. In the event the Owner, its successors and assigns, fails to construct, operate and maintain the stormwater management facilities in good working condition acceptable to the City, the City, its authorized agents and employees, may enter upon the Property and take whatever action(s) deemed necessary to correct deficiencies identified in the inspection report and to charge the costs of such construction or repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to install, construct, or routinely maintain or repair said stormwater management facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

7. Reimbursement by Owner. In the event the City 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, the Owner, its successors or assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder, including reasonable costs of collection, court costs, and attorney's fees. Unpaid fees shall constitute a lien upon the Property until paid.

8. Code Changes. References in this Agreement to any provision of the City's Municipal Code or to any City or other governmental standard are intended to refer to any subsequent amendments and/or revisions to such Code or standard. Such amendments or revisions shall be binding upon Owner.

9. Notices. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The City:

Director of Public Works
City of Alamosa
P. O. Box 419
Alamosa, CO 81101

If To The Owner:

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given on the day receipt or refusal is shown on the return receipt. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

Notary Public

Exhibit A

Description of Property

The OWNER(S) is the owner of certain real property described as (Alamosa County Assessor's Parcel Identification Number) _____, located at _____, and as more fully as follows, to wit:

Exhibit B

Stormwater Plan

Exhibit C

STORMWATER BMP MAINTENANCE GUIDELINES

The required maintenance interval for stormwater BMPs are often dependent upon the degree of pollutant loading from a particular drainage basin. BMP maintenance can best be broken into three categories: inspection, routine maintenance, and major maintenance. Though each BMP type has its own unique characteristics, inspections will generally consist of an assessment to assure its functionality and the general condition. Routine maintenance will generally consist of trash and vegetation removal, unclogging of drains, minor sediment removal and exchange of filter media where applicable. Major maintenance will be completed as required from inspections and generally consists of significant reconstruction due to failures in the BMP. Examples of Major Maintenance include dredging, excavation, removal of existing media, replacing fabric, replacing the under-drain, and reestablishment of vegetation. The following schedule is offered as a guideline for performing Inspection and routine maintenance for a range of BMP categories.

Facility	Inspection Frequency	Routine Maintenance Frequency
Bioretention Systems	A, S	2 x /year
Cartridge or Module Media Filtration Structures	SA	1 – 2 x /year
Catch Basin Inserts (long term)	Q	3 – 4 x /year
Dry Retention/Detention Pond	M	3 – 4 x /year
Dry Wells	A	1 x /year
Filter Strips or Swales	M	2 – 3 x /year
Hydrodynamic or Gravity Separators	SA	1 – 2 x /year
Infiltration Trenches	A; S	2 – 3 x /year
Permeable Pavement	A	2 – 3 x /year
Rainwater Gardens	SA; S	2 – 3 x /year
Rainwater Harvesting	SA; S	2 – 3 x /year
Sand Filter	Q first year; SA after	1 – 2 x / year
Trash & Debris Screens	SA; S	2 – 3 x /year
Underground Storage Facilities	SA	1 x /year
Wetlands	SA	2 x /year
Wet Retention/Detention Pond	Q	2 – 3 x /year
Inspection Frequency key: A =annual; M=monthly; S=after major storms; Q=Quarterly; SA=Semi Annually		