

THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, VOLUME 2,  
ADDENDUM NO. 1 – OPERATIONS AND MAINTENANCE OF STORMWATER  
BEST MANAGEMENT PRACTICES

**A.1 Purpose**

In accordance with the City of Colorado Springs (CCS) Municipal Stormwater Discharge Permit (MSDP) effective March 4, 2004, the City has developed a program to ensure long-term operation and maintenance occurs on all private and public, permanent, stormwater quality best management practices (BMPs). The permit requirement is as follows:

MSDP Permit Requirement [I.B.1.b.1)e]:

- e) CCS shall develop, implement, and enforce a program to ensure long-term operation and maintenance of controls to reduce the discharge of pollutants after construction is complete, from areas of new development and significant redevelopment.
  - i) The CCS shall develop revised practices, if necessary, as part of its planning and development procedures and CCS codes, to ensure long-term operation and maintenance of controls. Proposed changes, if any, shall be completed and submitted to the Colorado Water Quality Control Division (Division) within thirty (30) months of the permit effective date [March 4, 2004].
  - ii) The CCS shall, in accordance with CCS codes and policies, commence acceptance procedures for revised procedures and CCS codes, upon receipt of initial Division approval. Any revisions to the procedures and codes as previously approved by the Division will require resubmittal to the Division. The CCS shall complete the acceptance procedures and implement the revised procedures within eighteen (18) months of Division approval of the proposed changes submitted in item i), above.

**A.2 Overview**

Chapter 4 of the Drainage Criteria Manual, Volume 2 (DCM, Vol. 2) contains guidance and requirements for the selection and siting of permanent BMPs for new development and significant redevelopment. Maintenance recommendations are provided for each BMP. This Addendum No. 1 provides in more detail the requirements for inspection and maintenance by the responsible party. Permanent BMPs require self-inspection by the responsible parties using the procedures in this document (note: inspection requirements do not apply to BMPs constructed prior to June 1, 2008). Maintenance is the responsibility of private BMP owners.

**A.3 Definitions**

**Responsible Party** – The responsible party is the owner of the property on which BMPs have been constructed, or any other person or agent in control of such property (e.g., homeowners' associations).

**Maintenance Agreement** – A formal contract between the City and a property owner designed to guarantee that maintenance is performed. It is binding on all subsequent owners of land served by the BMP.

#### **A.4 PE Certification on BMP Construction**

Colorado State law regulates the practice of engineering and states that observation of construction to evaluate compliance with plans and specifications is considered the practice of engineering and must be performed by a licensed professional engineer or supervised by a licensed professional engineer. Therefore, once construction is complete, as-built plan certification shall be submitted by a professional engineer (PE) in the State to ensure that constructed stormwater management practices and conveyance systems comply with the specifications contained in the approved plans. At a minimum, as-built certification shall include a set of drawings comparing the approved plans with what was constructed. The certification shall be submitted to the City Engineer. Erosion and Stormwater Quality Plan financial assurances will not be released until the certification is received by the City Engineer's Office.

Once the certification is received, City Engineering will add the BMP to a geographical information system (GIS) database for tracking of BMPs, inspections, and maintenance.

#### **A.5 Inspection and Maintenance Plan**

An Inspection and Maintenance Plan (IM Plan) is needed to ensure the continued function of the BMPs as designed and constructed. The IM Plan shall be developed concurrently with the design of the facility and submitted with the Erosion and Stormwater Quality Control Plan for approval by the City Engineer. Example IM Plans are available in the City Engineering Office. The IM Plan shall specify those responsible for inspection and maintenance (i.e., property owner, homeowners' associations), list recommended inspection and maintenance activities and frequencies, address access, specify approximate annual maintenance costs, and specify responsibilities for financing maintenance. Maintenance and inspection activities and frequencies are listed for each BMP in the Chapter 4 of the DCM, Vol. 2.

#### **A.6 Maintenance Agreement**

Unless a stormwater quality BMP is dedicated to and accepted by the City, the responsible party must execute a Maintenance Agreement binding on all subsequent owners of land served by the BMP. This agreement is a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title. The agreement identifies by name or official title the person(s) responsible for carrying out the maintenance and refers to the approved IM Plan as to required maintenance and inspection activities. The agreement provides that in the event that maintenance or repair is neglected, or the stormwater management facility becomes a danger to public health or safety, the City has the authority to perform the work and to recover the costs from the owner.

The City will provide a template of the agreement for completion by the owner. A signed Maintenance Agreement shall be submitted to City Engineering. The City Engineer will not release the Erosion and Stormwater Quality Plan financial assurance until the Maintenance Agreement is recorded.

#### **A.7 Inspections**

##### Self-Inspections

The responsible party shall perform self-inspections of stormwater BMPs on a periodic basis in accordance with the approved IM Plan, document the inspection(s), and submit an annual inspection report to the City Engineer, as outlined in the IM Plan. The annual inspection report shall include a description of maintenance performed. A maintenance guide and/or inspection form(s) will be provided to assist with the self-inspections.

The self-inspection annual report must be submitted to the City Engineer by May 31 of each year. At a minimum the report must include a completed inspection form along with a list of maintenance activities required and maintenance activities performed. Send completed documentation to:

Sr. Stormwater/Environmental Engineer  
City Engineering/Stormwater Team  
PO Box 1575, MC 520  
Colorado Springs, CO 80901-1575

In the event that the self-inspections are not submitted to the City Engineer, the City Engineer will contact the responsible party by registered or certified mail of the missed inspection. The responsible party will have twenty (20) business days to complete the self-inspection and mail it to the City Engineer. A notice of violation (NOV) will be issued if a self-inspection is not submitted after the 20th business day.

#### City Inspections

If maintenance activities are not completed in a timely manner or as specified in the approved plan, the City Engineer may complete the necessary maintenance at the responsible party's expense.

The City Engineer will inspect private and public facilities once during the first year of operation and then once every one (1) to five (5) years, depending on the type of BMP, maintenance history, and other factors. The City Engineer will also inspect facilities once an NOV has been issued for not performing self-inspections. A Notification of Inspection Letter will be sent to the responsible party to inform them that an inspection is scheduled. The letter will include the date of the inspection, what to expect, and encourage the completion of routine maintenance actions by the responsible party prior to the inspection.

If deficiencies are noted during the City Inspection, the City will notify the responsible party by registered or certified mail of the issues. The responsible party shall have thirty (30) days or other time frame mutually agreed to between the City Engineer and the responsible party to correct the deficiencies. The City Engineer will then conduct a follow-up inspection to verify the repairs. If repairs are not undertaken or are not found to be done properly, the City Engineer, other City staff under the direction of the City Engineer, or a contractor engaged by the City may enter upon the subject private property and complete the necessary maintenance at the responsible party's expense.

If, during a City Inspection, it is noted that the condition of a BMP presents an immediate danger to the public health or safety due to an unsafe condition or improper maintenance, the City Engineer can take immediate action to protect the public and make the facility safe. Any cost incurred by the City shall be assessed against the responsible party.

#### Right-of-Entry for Inspection and Maintenance

The terms of the Maintenance Agreement shall provide for the City Engineer to enter the property at reasonable times and in a reasonable manner for the purpose of inspection or maintenance and to confirm the information in the annual inspection report submitted by the responsible party for maintenance. This includes the right to enter a property when there is a reasonable basis to believe that inspection and maintenance are not occurring or have not occurred and to enter when necessary to perform maintenance at the responsible party's expense.

### **A.8 Recordkeeping**

Parties responsible for the operation and maintenance of a BMP shall provide records of all maintenance and repairs to the City upon request. Responsible parties are required to keep documentation for three (3) years.

### **A.9 Notice of Violation**

In the event that the self-inspections are not submitted to the City Engineer, the City Engineer will contact the responsible party by registered or certified mail of the missed inspection. The responsible party will have twenty (20) business days to complete the self-inspection and mail it to the City Engineer. A notice of violation (NOV) will be issued if a self-inspection is not submitted after the 20th business day. The notice shall include a date which shall be identified as the "date of notice of violation" for purposes of appeal rights.

### **A.10 Appeal**

Appeals of NOVs can be made to the Director of Public Works within ten (10) City business days from the date of the notice of violation. An appeal of the Director's determination can be made within ten (10) City business days from the date of the Director's determination to the City Manager. The City Manager's decision is final.

### **A.11 Correction of Deficiencies**

If deficiencies are noted during the City Inspection, the City will notify the responsible party by registered or certified mail of the issues. The responsible party shall have twenty (20) business days or other time frame mutually agreed to between the City Engineer and the responsible party to correct the deficiencies. The City Engineer will then conduct a follow-up inspection to verify the repairs. If repairs are not undertaken or are not found to be done properly, the City Engineer may complete the necessary maintenance at the responsible party's expense.

### **A.12 Charging Cost of Abatement - Liens**

Within thirty (30) City business days after repair of the BMP by the City, the City Engineer shall notify in writing the property owner of the cost of repair, including administrative costs. The City Engineer's notice shall include an "official notice date". The property owner may file a written protest objecting to the amount of the assessment with the City Clerk within fifteen (15) City business days of the "official notice date". The City Clerk shall set the matter for public hearing by the City Council. The decision of the City Council shall be set forth by resolution and shall be final. In addition to any lien placed upon real property, the cost of abatement, cost including administrative costs, shall be deemed a joint and severable personal debt of the property owner.

### **A.13 Education**

Stormwater educational outreach to property owners and homeowners' associations (HOAs) will be key to a successful operation and maintenance program. It will be an ongoing program in which City Engineering will involve property owners, property management companies, HOAs, and other affected groups in educational activities focusing on maintenance and upkeep of BMPs. Workshops will be held and a maintenance guide and inspection form(s) will be provided to HOAs. City Engineering shall provide educational materials to ensure that stormwater treatment BMP owners and operators are aware of their obligations and responsibilities regarding inspection and maintenance and that they have the knowledge and information needed to complete the tasks.