



City of Chattanooga  
MAYOR ANDY BERKE

**INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE  
STORMWATER MANAGEMENT FACILITIES  
Instructions**

The Inspection and Maintenance Agreement, I&M, is an agreement between the property owner and City of Chattanooga that spells out the inspection and maintenance requirements of **Stormwater Control Measures (SCMs)** on site and the reporting requirements.

- 1) A **Long Term Maintenance Plan, Exhibit “B”**, is an integral attachment to the agreement that includes **frequency of inspections**, **schedule of inspection and maintenance activities performed** and **record keeping of related documentation**. This I&M Plan should be simple and prescriptive enough so each party knows what is expected. It is used to inform the property owner of the system of components so they will know the locations and maintenance needs; it is also useful for second or third party maintenance companies and individuals. (See page 4 for an example of a Long Term Maintenance Plan). **If you have any questions about the development of this plan and type of inspections and timing, please do not hesitate in contacting the Water Quality office at 423.643.5877 or email at ChattanoogaWQ@chattanooga.gov**

Please include any applicable checklists (RMG Chapter 8) and manufacturer maintenance guidelines (if applicable). If it's a vegetative practice (bioretention, infiltration practice, naturalized basin, or similar), plants (not turf) are an integral part of the function and direction for plant maintenance & replacement should be included as well as pesticide/herbicide/fertilizer management.

You can find info about maintenance requirements in the City's Rainwater Management Guide (RMG) and Hamilton County-City of Chattanooga Manual:  
[www.chattanooga.gov/resourcerain](http://www.chattanooga.gov/resourcerain) or [www.hamiltontn.gov/waterquality/BMP.aspx](http://www.hamiltontn.gov/waterquality/BMP.aspx)

- 2) **Map of location of SCMs: Exhibit “C”** is a map that clearly shows location(s) and identification of all SCMs (post-construction (permanent) stormwater control measures) including infiltration practices, protected areas, vegetative roofs, and rain water harvesting and reuse system. If you are using the as-built as Exhibit C, please turn off any unnecessary layers for clarity & be sure the facilities are clearly noted. This will be an 8.5 x 11 sheet. Please include actual coordinates of SCMs if possible.
- 3) **Pictures:** Color pictures that show clearly the status of the SCMs should be taken at each inspection and maintenance report.
- 4) **IMPORTANT:** Please submit a draft copy to the Land Development Office including exhibits to verify acceptance before requesting signatures. The document must be recorded at the Hamilton County Register of Deeds Office at 625 Georgia

**Avenue.**

- 5) **Inspection and Maintenance** should be conducted at least **quarterly** on all SCMs. The **Inspection and Maintenance Form** (on page 3 & 4 of this document) is to be completed for each SCM. These **Quarterly Reports** ( using the Form on pages 3 and 4) shall be emailed to the City yearly, with pictures, by June 30<sup>th</sup>, to [ChattanoogaWQ@Chattanooga.gov](mailto:ChattanoogaWQ@Chattanooga.gov) or mailed to:

City of Chattanooga Water Quality Program  
Development Resource Center  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402



**City Of Chattanooga**  
**INSPECTION AND MAINTENANCE FORM**  
**FOR STORMWATER CONTROL MEASURES**

Use this form to log and report inspection and maintenance activities

QA/QC Reviewer _____
Date _____

Property Address _____	Parcel ID _____
Owner Name _____	Address _____
Owner E-mail _____	Phone _____
Contact Person _____	Phone _____
Inspection Company (if different than owner) _____	
Company Address _____	
Contact _____	Phone _____
Contact E-mail _____	

**Number and types of BMPs/SCMs Inspected**

*Use a separate second sheet for each BMP/SCM*

<p><b>Biofiltration</b></p> <input type="checkbox"/> Vegetated Swale _____ <input type="checkbox"/> Veg Buffer Strip _____ <input type="checkbox"/> 1 Bioretention _____ <input type="checkbox"/> 2 Bioretention _____ <input type="checkbox"/> Roof Garden _____ <input type="checkbox"/> Planter Boxes _____ <input type="checkbox"/> Tree Boxes _____	<p><b>Structural</b></p> <input type="checkbox"/> 1 Oil Skimmer _____ <input type="checkbox"/> 2 Oil Skimmer _____ <input type="checkbox"/> 3 Oil Skimmer _____ <input type="checkbox"/> Hydro Separator _____ <input type="checkbox"/> ADS _____ <input type="checkbox"/> Vortex Separator _____ <input type="checkbox"/> Sun Tree _____ <input type="checkbox"/> Wet Vault _____ <input type="checkbox"/> Water Quality Inlet _____ <input type="checkbox"/> Underground Det. Sys _____ <input type="checkbox"/> Porous Pavement _____ <input type="checkbox"/> Dry Detention pond 3 _____ <input type="checkbox"/> Dry Detention pond 4 _____	<p><b>Infiltration</b></p> <input type="checkbox"/> Infiltration Basin _____ <input type="checkbox"/> Infiltration Trench _____ <input type="checkbox"/> Infiltration Trench _____ <input type="checkbox"/> Retention/Irrigation _____ Other _____ <input type="checkbox"/> Catch Basin _____ <input type="checkbox"/> Cistern _____ <input type="checkbox"/> Drain Insert _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
<p><b>Detention</b></p> <input type="checkbox"/> Extended Detention _____ <input type="checkbox"/> Wet Pond _____ <input type="checkbox"/> Wetland _____ <input type="checkbox"/> Dry Detention pond 1 _____ <input type="checkbox"/> Dry Detention pond 2 _____		

Does the Facility have a Maintenance Plan? Y or N

Does the Facility have an Inspection and Maintenance Agreement? Y or N

An overall picture or diagram of the site and structures are labeled at their location. Y or N

**Insert required maintenance pictures on separate page**

Type of BMP/SCM Inspected with this report \_\_\_\_\_

Date of installation if known \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date of Last Inspection \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**This Inspection Date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**1) Describe the inspection you performed:** (for example: "I opened the man hole and gauged the amount of sediment in the oil skimmer")

**\* List needed improvements observed, if any:**

**2) Maintenance activities conducted with this inspection:**  
**Be specific:**

**3) Maintenance activities NEEDED that was not conducted with this inspection**  
**Be specific:**

Inspector Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_

**Please include with this report color pictures on a separate page or entry**

**Please submit report to [ChattanoogaWQ@Chattanooga.gov](mailto:ChattanoogaWQ@Chattanooga.gov)**

# Long Term Maintenance Plan

## Example

### EXHIBIT “B”

II

PERMANENT MAINTENANCE TASKS AND SCHEDULE					
Tasks	Detention	Pervious payments	Bioretention	Swales	Schedule
Inspect for removal of sediment	X	X	X	X	Quarterly
Inspection and repair erosion	X		X	X	Quarterly
Inspect for clearing of trash or debris	X	X	X	X	Weekly
Clean and Sweep		X			Quarterly
Infiltration Testing		X	X		Yearly
Removal of invasives and reestablishment of vegetation	X		X	X	Quarterly
Mowing	X				As needed
Keeping Records and maintenance activities	X	X	X	X	Quarterly
Inspection and verification of function as built by PE or LSA	X	X	X	X	Every 5 years



PREPARED BY:

CITY OF CHATTANOOGA  
LAND DEVELOPMENT OFFICE  
1250 MARKET STREET, SUITE 1000  
CHATTANOOGA, TN 37402

Grading Permit No.: \_\_\_\_\_

### **INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the “Owner” of the property described on **Exhibit “A”** \_\_\_\_\_ (the “Property”), and City of Chattanooga, Tennessee, hereinafter referred to as the “City”,

#### **WITNESSETH:**

The Owner, with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the Property, does hereby covenant with the City and agrees as follows:

1. The Owner acknowledges the existence of storm water management facility or facilities (hereinafter referred to as the Facility) for the Property.
2. The Owner covenants and agrees to provide for an adequate long term maintenance of storm water control measures to ensure that the Facility is and remains in proper working condition in accordance with approved design and maintenance standards, rules and regulations, and applicable laws for the life of any storm water management facility/best management practice that exists on the Property. This Agreement requires maintenance of best management practices by the Owner, but it does not require updating to new standards unless there is a change in the amount of impervious area initiated by the Owner or unless required by state or federal law.
3. The Owner should reference activities outlined in the City’s *Stormwater Best Management Practices Maintenance Manual* (hereinafter referred to as the “Manual”) incorporated herein by reference, along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance of the Facility. The Manual provides recommendations

for frequency of inspections and maintenance and/or repair activities of the Facility. The Owner shall develop and execute a Long Term Maintenance Plan (hereinafter referred to as the “Plan”) that is specific for the referenced site (**Exhibit “B”**). The Plan shall include **frequency of inspections, schedule of inspection and maintenance activities performed** and **record keeping of related documentation**.

4. The Owner shall include **Exhibit “C”** which is a map showing location(s) and identification of all post-construction (permanent) stormwater/water quality control measures including infiltration practices, protected areas, vegetative roofs, and rain water harvesting and reuse system.

5. The Owner shall submit to the City an Annual Report (hereinafter referred to as the “Report”) by **June 30th of each year**. The Report will include the Plan that documents inspection schedule, times of inspection, maintenance activities performed or remedial actions taken to repair, modify or reconstruct the system.

6. The Owner shall conduct a **comprehensive inspection** of all stormwater management facilities and practices once every **five years**, at a minimum, by either a professional engineer or landscape architect. This shall include the following:

- Facility type,
- Inspection date,
- Latitude and longitude and nearest street address,
- BMP owner information (e.g., name, address, phone number, fax, and email),
- A description of BMP condition including: vegetation and soils; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation,
- Photographic documentation of BMPs, and
- Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and reinspection dates.

Owner shall document this and submit the inspection as an Annual Report (see section 5 above).

7. All parcels served by the Facility are shown in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, Tax Map No. \_\_\_\_\_ and the Owner is responsible for all costs associated with maintaining the Facility.

8. The Owner hereby grants, bargains and conveys to the City, its duly authorized agents, contractors, employees and assigns an easement over the Property for access from public rights-of-way, abutting private roadways, and/or private driveways, to the Facility for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing or replacing the Facility to the extent that Owner fails to do so and as necessary to ensure the proper working condition of the Facility (in accordance with the Manual).

9. In the event the Owner fails to inspect, report, or properly maintain or initiate repairs with the Facility within thirty (30) days after written notice by the City of such deficiencies, the City

may enter upon the Property without any additional notice to Owner and take whatever steps it deems necessary to maintain or repair the Facility and bill the owner for such maintenance cost plus any enforcement action costs set forth in the Chattanooga City Code. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facility, and in no event shall this Agreement be considered to impose any such obligation on the City.

10. In the event of an emergency or a violation of the City's NPDES MS4 Permit involving the Facility; the City, its officers, agents, and employees may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency or violation. The City shall notify the Owner of such emergency or violation and entry as soon as possible but in no event later than twenty-four (24) hours after such entry.

11. If the City performs work or expends any funds reasonably necessary for the maintenance or repair of the Facility, including labor, equipment, supplies and materials, the Owner agrees to reimburse the City for such maintenance or repair costs plus any enforcement action costs according to the Chattanooga City Code. Owner's failure to pay within thirty (30) days from the date of the invoice shall result in City pursuing all legal remedies available.

12. The Owner shall have the right to appeal the City's assessment of any costs associated with enforcement action to the Stormwater Regulations Board in accordance with the provisions set forth in Chattanooga City Code Sec. 31-365.

13. The Owner shall indemnify and save harmless City, its officers, agents, and employees from any and all claims for damages to persons or property arising from the inspection, construction, maintenance, and use of the Facility unless due solely to the negligence or willful misconduct of City.

14. The responsibilities of the Owner under this Agreement shall constitute a covenant running with the land and shall be binding upon all present and subsequent owners, their administrators, executors, assigns, heirs, and any other successors in interest as long as they own an interest in the Property or any portion thereof served by the Facility.

15. Nothing herein shall be construed to prohibit a transfer of the Property by Owner to subsequent owners and assigns. Nothing in this agreement prevents the Owner from modifying the Facility according to Chattanooga City Code.

16. The Owner shall record this Agreement in the office of the Register of Deeds for Hamilton County, Tennessee within thirty (30) days following approval by the City of the Plan or storm water credit applied for by Owner. When the Plan is part of a new Facility, the Owner shall record this Agreement in the Office of the Register of Deeds for Hamilton County, Tennessee, prior to completion of construction. A copy of the recorded plat and a recorded copy of this Agreement shall be filed with the City Water Quality Program Office prior to the sale, transfer, or conveyance of any lots.

**OWNER:**

By: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

**CITY**

By: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the within-named bargainer, and that he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation as \_\_\_\_\_.

WITNESS, my Hand and Seal at \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, a Notary Public, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of the City of Chattanooga, the within-named bargainer, a municipal corporation, and that he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation as \_\_\_\_\_.

WITNESS, my Hand and Seal at Chattanooga, Hamilton County, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**EXHIBIT “A”**  
**PROPERTY DESCRIPTION**  
**(LEGAL DESCRIPTION & MAP)**

**EXHIBIT “B”**  
**LONG TERM MAINTENANCE PLAN**

**EXHIBIT “C”**  
**MAP SHOWING LOCATION(S) AND IDENTIFICATION OF**  
**ALL SCMs (POST CONSTRUCTION (PERMANENT)**  
**STORMWATER CONTROL MEASURES)**