After recording return to:

City Clerk City of Puyallup 333 South Meridian Puyallup, WA 98371

Document Title: Stormwater Outfall Management & BMP Facilities Agreement				
Grantee: City of Puyallup				
Grantor:PUYALLUP SCHOOL DISTRICT				
Legal Description: EXHIBIT A				
Complete Legal Description on <u>5</u> Page of this Document				
Assessor's Tax Parcel or Account Numbers: 0419043117				
Reference Number of Related Document(s):				

# Stormwater Management & BMP Facilities Agreement

- **B. Property.** Landowner is the owner of certain real property (Property), which is legally described in this document and is located at the following address: 1501 39TH AVE SW, PUYALLUP, WA 98373.
- C. Development Plan & Stormwater Facilities. The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as <u>PUYALLUP SCHOOL DISTRICT CTE & GLAD PORTABLES (E-20-0549)</u>, provides for detention, retention, treatment or management of stormwater that is associated with the Property through the use of identified stormwater facilities or best management practices (collectively, Stormwater Facilities). Upon approval of the Plan by the City, the Plan shall be incorporated herein by this reference. In accordance with the Plan, Landowner shall adequately construct, operate, use, maintain and repair the Stormwater Facilities.

- **D.** Agreement. On the terms and conditions set forth herein, the City and Landowner agree as follows:
- 1. The Stormwater Facilities shall be constructed, operated, used, maintained and repaired by Landowner in accordance with the requirements of the Plan, and any other applicable law or regulation.
- 2. Landowner (which expressly includes its agents, successors and assigns, including any homeowners association) shall adequately and properly operate, use, maintain and repair the Stormwater Facilities as described in the maintenance and operations manual, which is on file with the City, and may be attached and recorded herewith as Exhibit <u>B</u>. This duty extends to all associated pipes and channels, as well as all structures, improvements, and vegetation that are provided to control the quantity and quality of the stormwater. Adequate maintenance shall mean maintenance that is sufficient to keep the Stormwater Facilities in good working order and operating so as to satisfy the design and performance standards of the Plan.
- 3. Landowner shall regularly inspect the Stormwater Facilities and shall submit an inspection report to the City at least once a year on a date prescribed by the City. The purpose of the inspection(s) is to ensure that the Stormwater Facilities are safe and functioning properly. The scope of the inspection shall include the entire Stormwater Facilities, including but not limited to, berms, outlet structures, pond areas, access roads, and so forth. Deficiencies and any performance or other related issues shall be noted by Landowner in the inspection report. The annual report shall be in a form and include content as prescribed from time to time by the City. An example copy of the report form may be attached hereto as Exhibit \_B\_.
- 4. Landowner hereby grants permission to the City to enter upon the Property to inspect the Stormwater Facilities. Except in case of emergency, the City shall provide Landowner with at least forty-eight (48) hours written notice prior to entering on to the Property. Landowner shall be entitled to have a representative accompany the City during such inspection. The City shall provide Landowner with copies of written inspection reports.
- 5. If Landowner fails to adequately and properly operate, use, maintain or repair the Stormwater Facilities, the City shall notify Landowner in writing and provide Landowner with a reasonable opportunity to cure. If Landowner fails to timely cure, then the City may enter upon the Property and remedy the issue(s) identified in the notice and those reasonably related thereto; Furthermore, if the City performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like while remedying the identified issues, the City may charge the cost of the remedy to Landowner, and Landowner shall promptly pay the costs to the City. Notwithstanding the foregoing, the City shall be under no obligation to inspect, maintain or repair the Stormwater Facilities.
- 6. Landowner shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations, performed by Landowner, or on Landowner's behalf, that relate to the Stormwater Facilities and the subject matter of this agreement, except for injuries and damages caused by the negligence of the City.

- E. Covenant. The terms and provisions of this agreement constitute a covenant, which is subject to the following: This covenant is an equitable covenant. It touches and concerns the land that is described as the Property herein. The parties intend that this covenant shall bind the parties' successor and assigns. This covenant shall run with the land that is described as the Property herein, and shall bind whoever has possession of the land, in whole or in part, without regard to whether the possessor has title, or has succeeded to the same estate that granting parties have or had. Possessors shall include, but are not limited to, leasehold tenants, contract purchasers, subtenants, and adverse possessors. This covenant shall run with the land even in the absence of the transfer of some interest in land, other than the covenant itself, between Landowner and the City. This covenant shall not be governed by the mutuality rule. The burden of the covenant can run independently from the benefit of the covenant, and the benefit need not run. The benefit may be in gross or personal to Landowner or the City. Landowner waives its right to assert any defenses to the enforcement of this covenant, including, but not limited to, the change of neighborhood doctrine, laches, estoppel, balancing of hardships, and abandonment. If Landowner breaches any term of this covenant and agreement, then all remedies in equity and at law, including, but not limited to, injunctions, mandamus, declaratory judgments, and damages, shall be available to the City.
- **F. Governing Law & Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action that arises from or out of this instrument shall be the Pierce County Superior Court.

<signature page to follow>

Dated: _				
Dated: _	7/8/2021		Grantor DocuSigned by: Hans Hunger	
Dated:	7/8/2021		Grantee: City of Puyallup, Acceptans Hunger, PE (City Engineer	r)
			Joseph N. Beck (City Attorney)	
STATE (	DF	)	60	
COUNT	OF Y OF	)	-SS	
appeared	l before me, and on		idence that said person acknowledged that he is authorized to execute the instrume	or she signed this

acknowledged it as the \_\_\_\_\_\_\_ of \_\_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Printed Name:	
Notary Public, State of	
My appointment expires:	

### Exhibit A

Legal taken from S&H Job Number 17793 Topographic and boundarySurvey

## LEGAL DESCRIPTION

THE LAND IN THE COUNTY OF PIERCE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY: BEGINNING 30 FEET NORTH AND 15 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 553.14 FEET; THENCE EAST 315 FEET; THENCE SOUTH 553.14 FEET; THENCE WEST 315 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 00°04'25"EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1148.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°07'39"EAST A DISTANCE OF 162.00 FEET; THENCE NORTH 00°04'25"EAST A DISTANCE OF 148.00 FEET; THENCE SOUTH 89°07'39"WEST A DISTANCE OF 162.00 FEET TO THE WEST LINE OF SAID SECTION; THENCE SOUTH 00°04'25"WEST 148.00 FEET ALONG THE WEST LINE OF SAID SECTION TO THE POINT OF BEGINNING; EXCEPT 86TH AVENUE EAST RESERVED FOR COUNTY ROAD (ALSO KNOWN AS 17TH STREET S.W.);

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2227151, 2239840, 9407070774 AND 9407070775;

ALSO EXCEPT THE SOUTHERLY 30 FEET THEREOF FOR 39TH AVENUE S.W. (ALSO KNOWN AS 112TH STREET EAST); SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

### Exhibit B

### PUYALLUP SCHOOL DISTRICT CTE & GLAD PORTABLES OPERATION & MAINTENANCE MANUAL

# **Puyallup School District**

# CTE & GLAD Portables Operation & Maintenance Manual

**Prepared for:** 

Puyallup School District 323 12<sup>th</sup> Street NW Puyallup, WA 98371

Contact: Frankie Topasna Phone: (253) 841-8461



Contact: Rick Hand Phone: (253) 474-9449

Job Number 18,980

July 2021

### **EXECUTIVE SUMMARY**

I hereby state that this Operation and Maintenance Manual for the **Puyallup School District CTE & GLAD Portable Project** has been prepared by me or under my supervision and meets the standards or care and expertise which is usual and customary in this community for professional engineers. I understand that the City of Puyallup does not and will not assume liability for the sufficiency, suitability, or performance of drainage facilities prepared by me.



### **TABLE OF CONTENTS**

EX	ECUTIV	/E SUMMARY	1
ТА		CONTENTS	2
1		ose	
2		anent Facilities Description	
		ssions of Maintenance	
		enance Frequency	
		al Cost of Maintenance	
6	Арре	ndices	6
	6.1	Appendix A - Maintenance Checklist	6
	6.2	Appendix B – Grading & Drainage Plans	.12
	6.3	Appendix C – Inspection and Maintenance Forms	

### **1** Purpose

The purpose of the manual is provide guidelines for the maintaining of the on-site storm drainage system as part of the Puyallup School District CTE & GLAD Portable project. The improvements are located on parcel 04190343117. The project site is located at 1501 39<sup>th</sup> Ave SW, Puyallup, WA 98373.

The storm utility improvements include:

- Type 1 Catch Basin
- Roof Drain Piping
- Dispersion Trench

Each component of the system shall be maintained in good condition for the whole system to function properly.

Operations and maintenance of the storm drainage system will be the responsibility of the Puyallup School District:

Puyallup School District Maintenance Department Phillip Anderson, Director of Maintenance 323 12<sup>th</sup> Street NW Puyallup, WA 98371

### 2 Permanent Facilities Description

The storm drainage system is designed to collect the portable roof runoff for dispersion. The runoff from the portable roofs will be collected by roof gutters and conveyed by roof downspouts and roof drain piping to the dispersion trench for disposal. Runoff from other surfaces (AC pavement, concrete sidewalks, building ramps and landings, gravel and grass) will continue to infiltrate onsite to underlying soils. See Appendix B – Grading and Drainage Plans for facility details.

### 3 Discussions of Maintenance

Buildup of sediment, debris, vegetation, or trash that impedes the stormwater runoff flows may cause problems for the storm drainage system. As a result, proper care must be taken to keep drainage components operational and prevent the system from not functioning properly.

BMP ID #	BMP Description	Required BMP
1	Building Roof Gutter	Verify building roof gutters are clean and free of debris. Clean out debris as required.
2	Roof Drain Pipelines	Verify conveyance pipelines function properly. Jet clean or flush out roof drain pipelines that become plugged through the system cleanouts.
3	Catch Basin	Verify sump cleanliness. A "vactor" truck, or other approved means, should be used to clean catch basin sumps. Sediment removed for the sump shall be disposed of at an approved off-site facility.
4	Dispersion Trench	Verify satisfactory performance. The top of the dispersion trench consist of washed rock and shall remain as such. The notch board on the east side of the dispersion trench acts as stormwater overflow and need to remain clear at all times. Do not cover the dispersion trench surfacing with soils, vegetation, or debris.
5	Landscaping	Maintain landscaping adjacent to the dispersion trench in a neat and clean condition. Do not use toxic or poisonous products to maintain landscaping.

Required maintenance or Best Management Practice (BMPs):

The applicable maintenance checklists are included in this manual for review during routine maintenance inspections, see Appendix A – Maintenance Checklist.

### 4 Maintenance Frequency

All facilities shall be inspected and maintained according to Section 3 Discussion of Maintenance requirements. Facilities shall be inspected annually, monthly, or after any significant storm event where the precipitation is greater than one inch in 24 hours. Record all maintenance activities utilizing the Inspection and Maintenance Form provided in Appendix C – Inspection and Maintenance Forms. It is recommended that the maintenance checklist be kept in a log book or binder onsite for documentation and review purposes. Submit documented activities annually to the City of Puyallup address listed on the bottom of the Inspection and Maintenance Form.

When deficiencies are noted, the problems are to be corrected as soon as possible. Any spills of hazardous material (e.g. fuel, lubricant, herbicide, etc.) will be cleaned up immediately and reported to the Division of Emergency Management (1-800-258-5990). Contaminated material will be disposed of properly.

Any questions about the existence of a problem should be directed to a Professional Engineer.

### 5 Annual Cost of Maintenance

Annual maintenance cost for the storm drainage system will include the cleaning of the catch basin, dispersion trench, and conveyance piping and vegetation maintenance. Approximate annual cost for each storm elements are outline below:

Facility	Quantity	Unit Cost	Total Cost
Catch Basin	1	\$250	\$250
Dispersion Trench	30 LF	\$10	\$300
Roof Drain Piping (as needed)	Lump Sum	\$350	\$350
Vegetation	Lump Sum	\$800	\$800
Total			\$1,700

# 6 Appendices6.1 Appendix A - Maintenance Checklist

**Dispersion Trench** 

		Date			
Frequency	Drainage System Feature		Problem	Conditions to Check For	Conditions That Should Exist
Monthly	General		Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants in or around facility	Remove. (Coordinate removal and cleanup with local water quality response agency).
Monthly	General		Drainage Slow	Drainage Trench - decreased capacity that indicates slow drainage	Clean perforated drain pipe. Do not allow removed sediment and water to discharge back into the storm sewer.
Monthly	General		Sediment & Debris	Sediment depth is greater than 20% of pipe diameter.	Clean pipe and remove material.
Monthly	General		Trash & Debris	Trash or debris which is located immediately in front of the catch basin opening or is blocking inletting capacity of the basin by more than 10%.	No Trash or debris located immediately in front of catch basin or on grate opening.
Monthly	General		Trash & Debris	Trash or debris (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of six inches clearance from the debris	No trash or debris in the trench.

Stormwater Management & BMP Facilities Agreement

			surface to the invert of the lowest pipe.	
Monthly	General	Trash & Debris	Trash or debris in any inlet or outlet pipe blocking more than 1/3 of its height.	Inlet and outlet pipes free of trash or debris.
Monthly	General	Trash & Debris	Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within the catch basin.
Monthly	General	Trash & Debris	Vegetation, soil stockpiles or some form of cover over the dispersion trench.	Remove all vegetation, stockpiles and debris from top of dispersion trench.

		Dates			
Frequency	Drainage System Feature		Problem	Conditions to Check For	Conditions That Should Exist
Annually	General		"Dump no pollutants" Stencil or stamp not visible	Stencil or stamp should be visible and easily read	Warning signs (e.g., "Dump No Waste-Drains to Stream") shall be painted or embossed on or adjacent to all storm drain inlets.
Monthly, Severe Storm Event	General		Trash & Debris	Trash or debris which is located immediately in front of the catch basin opening or is blocking inletting capacity of the basin by more than 10%	No trash or debris located immediately front of catch basin or grate opening.
Monthly	General		Trash & Debris	Trash or debris (in the basin) that exceeds 60% of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum of six inches clearance from the debris surface to the invert of the lowest pipe.	No trash or debris in the catch basin.
Monthly	General		Trash & Debris	Trash or debris in any inlet or outlet pipe blocking more than 1/3 of its height.	Inlet and outlet pipes free of trash or debris.

### **Catch Basins**

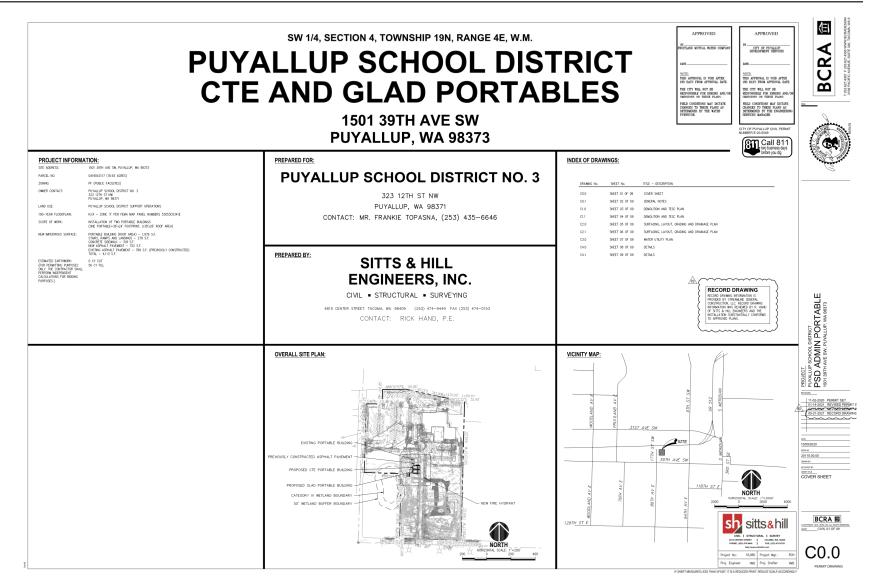
Monthly	General	Trash & Debris	Dead animals or vegetation that could cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within the catch basin.
Monthly	General	Sediment	Sediment (in the basin) that exceeds 60 percent of the sump depth as measured from the bottom of the basin to invert of the lowest pipe into or out of the basin, but in no case less than a minimum six inch clearance from the sediment surface to the invert of the lowest pipe.	No sediment in the catch basin.
Annually	General	Structure Damage to Frame and/or Top Slab	Top slab has holes larger than 2 square inches or cracks wider than ¼ inch (Intent is to make sure no material is running into basin).	Top slab is free of holes and cracks
Annually	General	Structure Damage to Frame and/or Top Slab	Frame not sitting flush on top slab, i.e., separation of more than <sup>3</sup> / <sub>4</sub> inch of the frame from the top of the slab. Frame is not securely attached.	Frame is sitting flush on the riser rings or top slab and firmly attached.
Annually	General	Fractures or Cracks in basin Walls/Bottom	Maintenance person judges that structure in unsound.	Basin replaced or repaired to design standards.

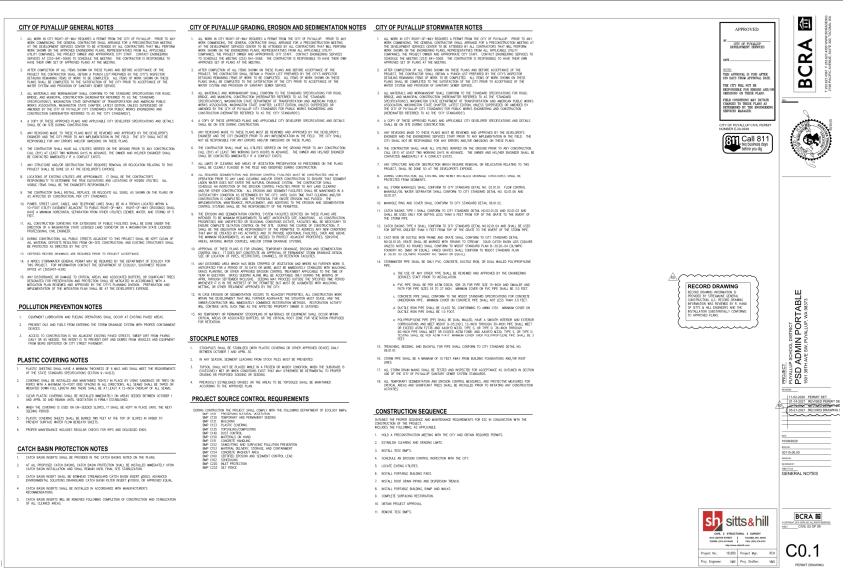
Annually	General	Fractures or Crack in Basin Walls/Bottom	Grout fillet has separated or cracked wider than ½ inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering the catch basin through cracks.	Pipe is regrouted and secure at basin wall.
Annually	General	Settlement/ Misalignment	If failure of basin has created a safety function, or design problem.	Basin replaced or repaired to design standards.
Monthly	General	Vegetation	Vegetation growing across and blocking more than 10% of the basin opening.	No vegetation blocking opening to basin.
Monthly	General	Vegetation	Vegetation growing in inlet/ outlet of pipe joints that are more than six inches tall and less than six inches apart.	No vegetation or root growth present.
Monthly	General	Contamination and Pollution	Any evidence oil, gasoline, contaminants or other pollutants (Coordinate removal/cleanup with local water quality response agency).	No contaminants or pollutants present.
Annually	Catch Basin Cover	Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame	Mechanism opens with proper tools.

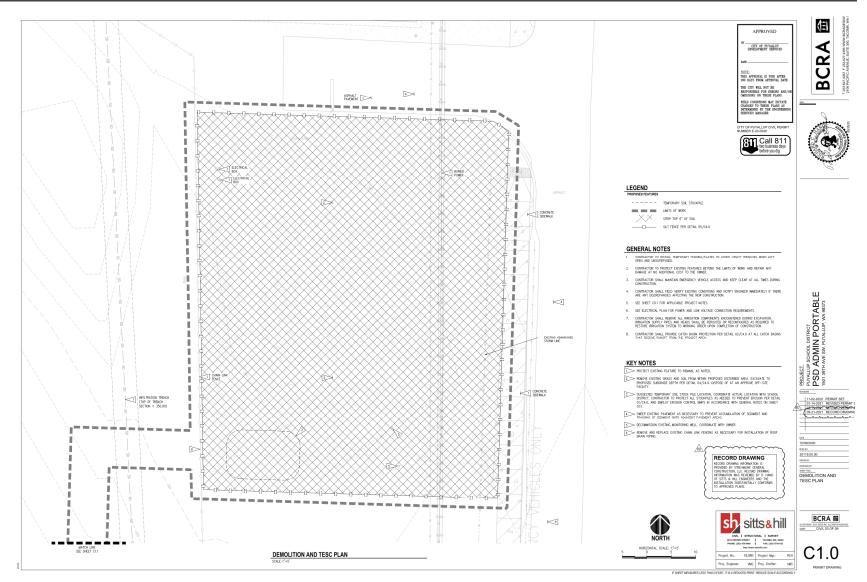
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			have less than 1/2 inch of thread.	
Annually	Catch Basin Cover	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure. (Intent is keep cover from sealing off access to maintenance.)	Cover can be removed by one maintenance person.
Annually	Ladder	Ladder rungs Unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges	Ladder meets design standards and allows maintenance person safe access.
Annually	Grates	Grate Opening Unsafe	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
Annually	Grates	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
Monthly, Severe Storm Event	Grates	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards

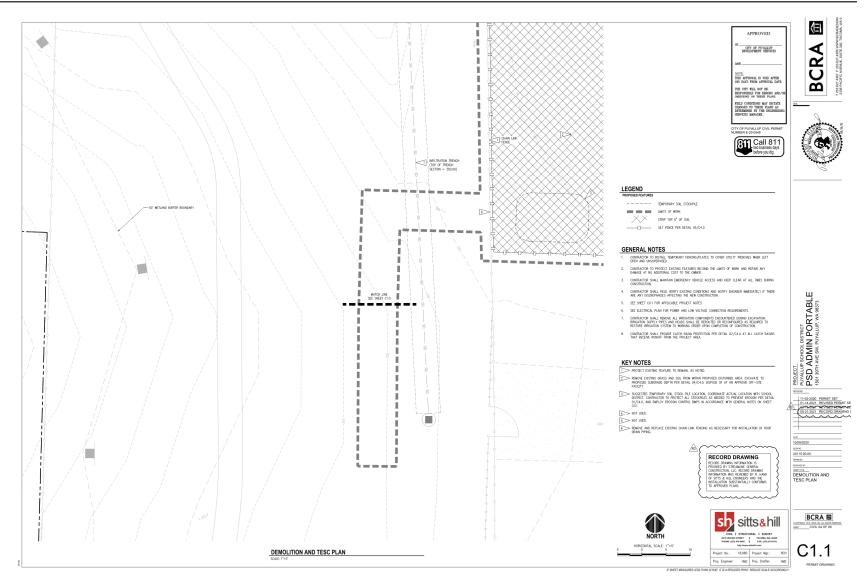
### 6.2 Appendix B – Grading & Drainage Plans



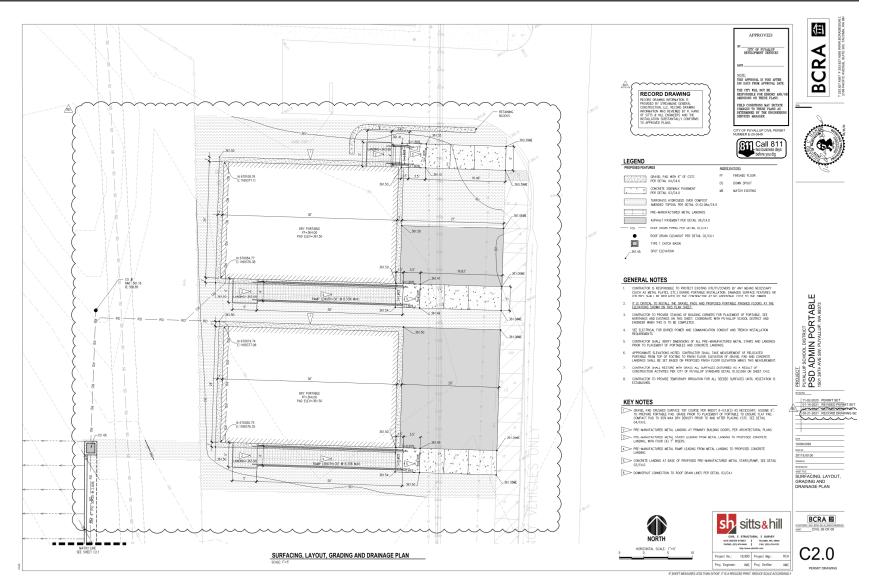




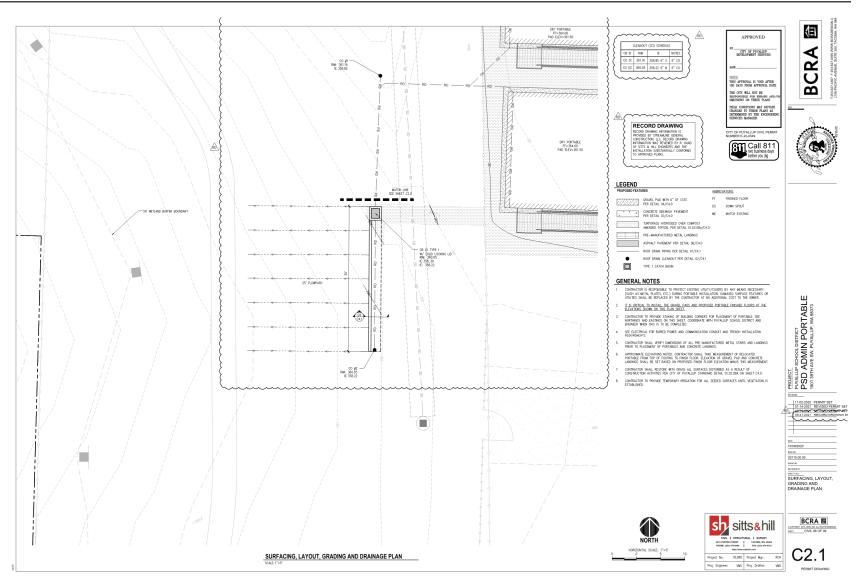
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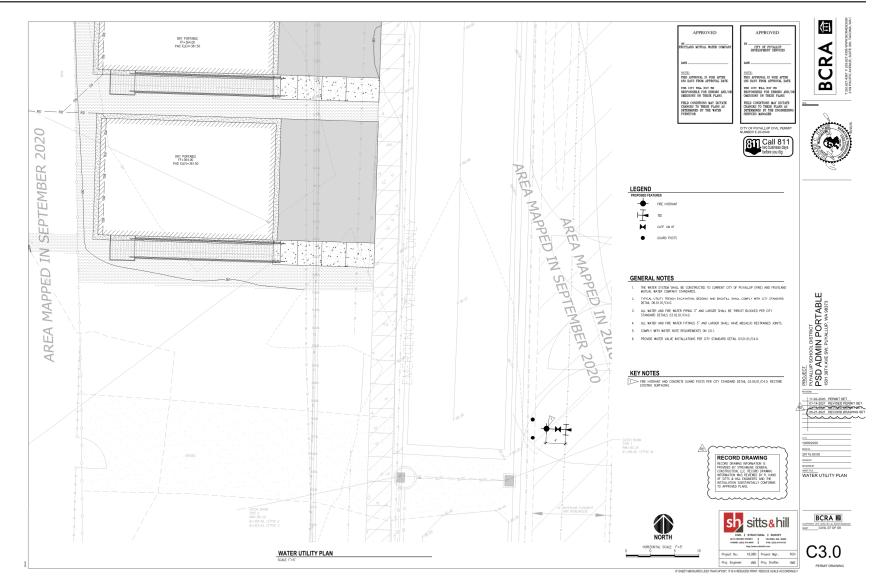
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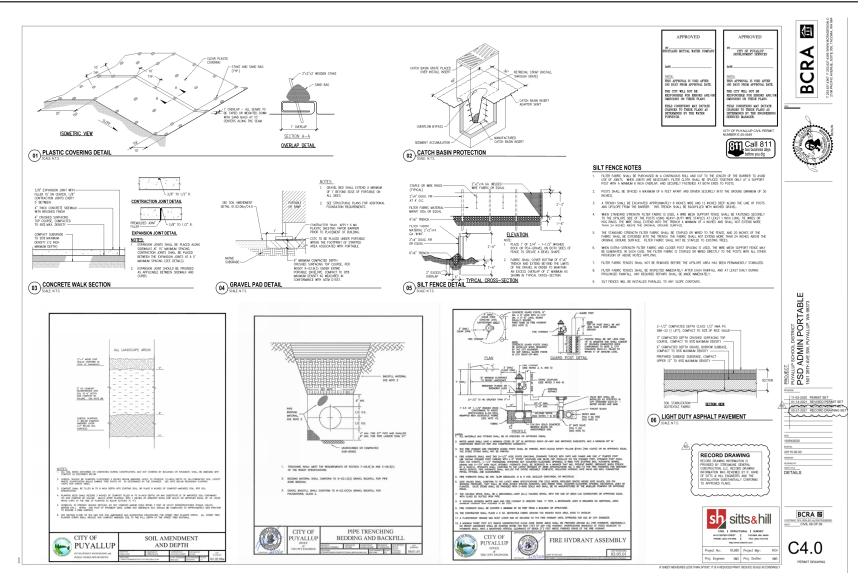
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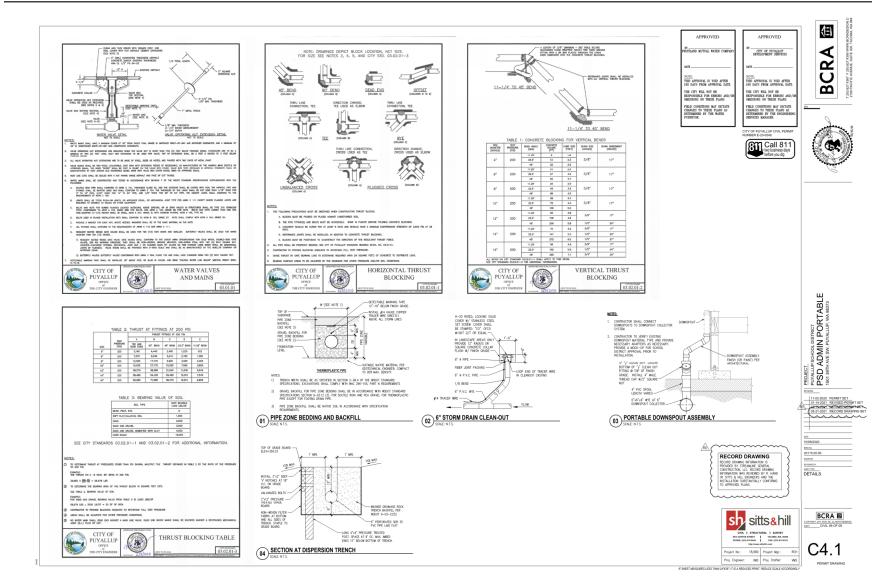


Puyallup School District – CTE & GLAD Portables Operation and Maintenance Manual



Puyallup School District – CTE & GLAD Portables Operation and Maintenance Manual





Page 28 of 31

### 6.3 Appendix C – Inspection and Maintenance Forms

City of Puyallup - Stormwater BMP Facilities Inspection and Maintenance Log								
Facility Na	PS	D South Hill Logistics Su	CITY PERMIT NUMBER E-20-0549					
Address	150	1 39th Ave SW, Puyallup						
Begin Date	Begin Date June 2021 End Date							
Date	BMP ID#	BMP Facility Description	Inspected by:	Cause for Inspection	Exceptions Noted	Comments and Actions Taken		
	1	Building Roof Gutters						
	2	Roof Drain Pipelines						
	3	Catch Basins						
	4	Dispersion Trench						
	5	Landscaping						

### Annual Inspection Report City of Puyallup - Stormwater BMP Facilities Inspection and Maintenance Log

### Instructions:

Record all inspections and maintenance for all treatment BMPs on this form. Use additional log sheets and/or attach extended comments or documentation as necessary. Submit a copy of the completed log with the Annual Independent Inspectors' Report to the City, and start a new log at that time.

BMP ID# — Always use ID# from the Operation and Maintenance Manual.

Inspected by — Note all inspections and maintenance on this form, including the required independent annual inspection.

Cause for inspection — Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint. Exceptions noted — Note any condition that requires correction or indicates a need for maintenance.

Comments and actions taken - Describe any maintenance done and need for follow-up.

Return Form to: Stormwater Engineer/City of Puyallup 333 South Meridian Puyallup, WA 98371

# Annual Inspection Report City of Puyallup - Stormwater BMP Facilities Inspection and Maintenance Log CITY PERMIT NUMBER E-20-0549 PSD South Hill Logistics Support Campus CTE & GLAD Portables Facility Name **BMP Facility** Comments and BMP Inspected Cause for **Exceptions Noted** Date ID# Description by: Inspection Actions Taken

Stormwater Management & BMP Facilities Agreement