

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: Panattoni Development Company

Legal Description: _____

Complete Legal Description on 5 **Page of this Document**

Assessor's Tax Parcel or Account Numbers: 0420263700, 0420264038

Reference Number of Related Document(s): Permit No. E-20-0137

Stormwater Management & BMP Facilities Agreement

- A. Parties.** The parties to this agreement are Grantee City of Puyallup, a Washington State municipal corporation (City), and Grantor landowner Panattoni Development Company (Landowner).
- 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:
2504 E Main.
- C. Development Plan & Stormwater Facilities.** The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as Panattoni Development Company, 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 B. 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 C.
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>

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Exhibit A

LEGAL DESCRIPTION (APN. 042026-3700):
(PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NO.
NCS-938254-WA1 DATED DECEMBER 04, 2018 AT 8:00 AM)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIERCE,
STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 26, TOWNSHIP 20 NORTH RANGE 04 EAST OF THE W.M., IN
PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ACKERSON'S 2ND ADDITION ON THE
EAST LINE OF R NIX DONATION LAND CLAIM;
THENCE ON NORTH LINE OF SAID ADDITION SOUTH 89°30'20" WEST 400 FEET TO POINT
OF BEGINNING;
THENCE NORTH 01°09'05" WEST 1,353.45 FEET;
THENCE SOUTH 89°30'20" WEST 400 FEET;
THENCE SOUTH 01°09'05" EAST 1,353.45 FEET TO NORTH LINE OF SAID ADDITION;
THENCE NORTH 89°30'20" EAST 400 FEET TO THE POINT OF BEGINNING.

EXCEPT STATE HIGHWAY;

AND EXCEPT PROPERTY DESCRIBED IN DEED RECORDED FEBRUARY 19, 2010 UNDER
RECORDING NO. 201002190078.

LEGAL DESCRIPTION (APN. 042026-4038):
(PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO.
NCS-976964-WA1, DATED AUGUST 20, 2019 AT 8:00 AM)

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTH OF THE
SOUTH LINE OF STATE HIGHWAY
NO. 5:

BEGINNING AT THE NORTHEAST CORNER OF ACKERSON'S SECOND ADDITION ON THE
EAST LINE OF THE R. NIX
DONATION LAND CLAIM IN SECTION 26, TOWNSHIP 20 NORTH, RANGE 4 EAST W.M., IN
PIERCE COUNTY,
WASHINGTON;
THENCE ON THE NORTH LINE OF SAID ADDITION SOUTH 89°30'20" WEST 400 FEET;
THENCE PARALLEL TO SAID EAST LINE OF CLAIM NORTH 1°09'05" WEST 1353.45 FEET;
THENCE NORTH 89°30'20" EAST 20 FEET;
THENCE SOUTH 1°09'05" EAST 137 FEET;
THENCE NORTH 89°30'20" EAST 380 FEET TO SAID EAST LINE OF CLAIM;
THENCE SOUTH 1°09'05" EAST 1216.45 FEET TO POINT OF BEGINNING.

Exhibit B

1.0 INTRODUCTION

The purpose of this manual is to address the maintenance of privately-owned onsite stormwater facilities installed with the construction of the Panattoni Development Company project located along E Main Avenue. These facilities are intended to collect and treat the storm water for the developed 9.83 acres of the project site. Runoff on the project site is collected via on-site catch basins and conveyed through underground pipe to an onsite storm water wetland for water quality treatment prior to discharging to the public system.

2.0 PLAN GOAL

The specific purpose of the storm water facilities present on this project site are to collect and treat runoff prior to direct discharge to the public City storm system. This site is exempt from flow control requirements.

3.0 MAINTENANCE AND OPERATIONAL RESPONSIBILITIES

Owners/Tenants are responsible for the maintenance of the on-site private storm drainage systems within the project boundary that are not owned and maintained by the City of Puyallup. Specific Maintenance Checklists have been included in this document to aid in an appropriate and effective maintenance program. The following maintenance checklists apply:

- #3 – Detention Tanks and Vaults
- #4 – Control Structure/Flow Restrictor
- #5 – Catch Basins and Manholes
- #6 – Conveyance Pipes and Ditches
- #9 – Fencing
- #11 – Grounds (Landscaping)

4.0 REPORTING

The above maintenance activities will be documented each year and kept in a log book. Maintenance logs shall be made available to the City of Puyallup upon request. This manual and the logs should be kept on-site, preferably in an office belonging to the person tasked with ensuring the system is function as intended.

5.0 RESPONSIBLE PARTY/ORGANIZATION

Panattoni Development Company, Inc.
900 SW 16th St., Suite 330
Renton, WA 98057

NO. 3 – DETENTION TANKS AND VAULTS			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Tank or Vault Storage Area	Trash and debris	Any trash and debris accumulated in vault or tank (includes floatables and non-floatables).	No trash or debris in vault.
	Sediment accumulation	Accumulated sediment depth exceeds 10% of the diameter of the storage area for ½ length of storage vault or any point depth exceeds 15% of diameter. Example: 72-inch storage tank would require cleaning when sediment reaches depth of 7 inches for more than ½ length of tank.	All sediment removed from storage area.
Tank Structure	Plugged air vent	Any blockage of the vent.	Tank or vault freely vents.
	Tank bent out of shape	Any part of tank/pipe is bent out of shape more than 10% of its design shape.	Tank repaired or replaced to design.
	Gaps between sections, damaged joints or cracks or tears in wall	A gap wider than ½-inch at the joint of any tank sections or any evidence of soil particles entering the tank at a joint or through a wall.	No water or soil entering tank through joints or walls.
Vault Structure	Damage to wall, frame, bottom, and/or top slab	Cracks wider than ½-inch, any evidence of soil entering the structure through cracks or qualified inspection personnel determines that the vault is not structurally sound.	Vault is sealed and structurally sound.
Inlet/Outlet Pipes	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering at the joints of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.

NO. 3 – DETENTION TANKS AND VAULTS			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Access Manhole	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open manhole requires immediate maintenance.	Manhole access covered.
	Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to remove	One maintenance person cannot remove cover/lid after applying 80 lbs of lift.	Cover/lid can be removed and reinstalled by one maintenance person.
	Ladder rungs unsafe	Missing rungs, misalignment, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.
Large access doors/plate	Damaged or difficult to open	Large access doors or plates cannot be opened/removed using normal equipment.	Replace or repair access door so it can be opened as designed.
	Gaps, doesn't cover completely	Large access doors not flat and/or access opening not completely covered.	Doors close flat; covers access opening completely.
	Lifting Rings missing, rusted	Lifting rings not capable of lifting weight of door or plate.	Lifting rings sufficient to lift or remove door or plate.

NO. 4 – CONTROL STRUCTURE/FLOW RESTRICTOR			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Structure	Trash and debris	Trash or debris of more than ½ cubic foot which is located immediately in front of the structure opening or is blocking capacity of the structure by more than 10%.	No Trash or debris blocking or potentially blocking entrance to structure.
		Trash or debris in the structure that exceeds 1/3 the depth from the bottom of basin to invert the lowest pipe into or out of the basin.	No trash or debris in the structure.
		Deposits of garbage exceeding 1 cubic foot in volume.	No condition present which would attract or support the breeding of insects or rodents.
	Sediment	Sediment exceeds 60% of the depth from the bottom of the structure to the invert of the lowest pipe into or out of the structure or the bottom of the FROP-T section or is within 6 inches of the invert of the lowest pipe into or out of the structure or the bottom of the FROP-T section.	Sump of structure contains no sediment.
	Damage to frame and/or top slab	Corner of frame extends more than ¾ inch past curb face into the street (if applicable).	Frame is even with curb.
		Top slab has holes larger than 2 square inches or cracks wider than ¼ inch.	Top slab is free of holes and cracks.
		Frame not sitting flush on top slab, i.e., separation of more than ¾ inch of the frame from the top slab.	Frame is sitting flush on top slab.
	Cracks in walls or bottom	Cracks wider than ½ inch and longer than 3 feet, any evidence of soil particles entering structure through cracks, or maintenance person judges that structure is unsound.	Structure is sealed and structurally sound.
		Cracks wider than ½ inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering structure through cracks.	No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe.
	Settlement/misalignment	Structure has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards.
	Damaged pipe joints	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the structure at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of inlet/outlet pipes.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Ladder rungs missing or unsafe	Ladder is unsafe due to missing rungs, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
FROP-T Section	Damage	T section is not securely attached to structure wall and outlet pipe structure should support at least 1,000 lbs of up or down pressure.	T section securely attached to wall and outlet pipe.
		Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
		Connections to outlet pipe are not watertight or show signs of deteriorated grout.	Connections to outlet pipe are water tight; structure repaired or replaced and works as designed.
		Any holes—other than designed holes—in the structure.	Structure has no holes other than designed holes.

NO. 4 – CONTROL STRUCTURE/FLOW RESTRICTOR			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Cleanout Gate	Damaged or missing	Cleanout gate is missing.	Replace cleanout gate.
		Cleanout gate is not watertight.	Gate is watertight and works as designed.
		Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
		Chain/rod leading to gate is missing or damaged.	Chain is in place and works as designed.
Orifice Plate	Damaged or missing	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Overflow Pipe	Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.
	Deformed or damaged lip	Lip of overflow pipe is bent or deformed.	Overflow pipe does not allow overflow at an elevation lower than design
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering at the joints of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Metal Grates (If Applicable)	Unsafe grate opening	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and debris	Trash and debris that is blocking more than 20% of grate surface.	Grate free of trash and debris. footnote to guidelines for disposal
	Damaged or missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.
Manhole Cover/Lid	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open structure requires urgent maintenance.	Cover/lid protects opening to structure.
	Locking mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to Remove	One maintenance person cannot remove cover/lid after applying 80 lbs. of lift.	Cover/lid can be removed and reinstalled by one maintenance person.

NO. 5 – CATCH BASINS AND MANHOLES			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Structure	Sediment	Sediment exceeds 60% of the depth from the bottom of the catch basin to the invert of the lowest pipe into or out of the catch basin or is within 6 inches of the invert of the lowest pipe into or out of the catch basin.	Sump of catch basin contains no sediment.
	Trash and debris	Trash or debris of more than ½ cubic foot which is located immediately in front of the catch basin opening or is blocking capacity of the catch basin by more than 10%.	No Trash or debris blocking or potentially blocking entrance to catch basin.
		Trash or debris in the catch basin that exceeds ⅓ the depth from the bottom of basin to invert the lowest pipe into or out of the basin.	No trash or debris in the catch basin.
		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 catch basin.
		Deposits of garbage exceeding 1 cubic foot in volume.	No condition present which would attract or support the breeding of insects or rodents.
	Damage to frame and/or top slab	Corner of frame extends more than ¾ inch past curb face into the street (If applicable).	Frame is even with curb.
		Top slab has holes larger than 2 square inches or cracks wider than ¼ inch.	Top slab is free of holes and cracks.
		Frame not sitting flush on top slab, i.e., separation of more than ¾ inch of the frame from the top slab.	Frame is sitting flush on top slab.
	Cracks in walls or bottom	Cracks wider than ½ inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks, or maintenance person judges that catch basin is unsound.	Catch basin is sealed and is structurally sound.
		Cracks wider than ½ inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than ¼ inch wide at the joint of inlet/outlet pipe.
	Settlement/ misalignment	Catch basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards.
	Damaged pipe joints	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the catch basin at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of inlet/outlet pipes.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering at the joints of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.

NO. 5 – CATCH BASINS AND MANHOLES			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Metal Grates (Catch Basins)	Unsafe grate opening	Grate with opening wider than $\frac{7}{8}$ inch.	Grate opening meets design standards.
	Trash and debris	Trash and debris that is blocking more than 20% of grate surface.	Grate free of trash and debris. footnote to guidelines for disposal
	Damaged or missing	Grate missing or broken member(s) of the grate. Any open structure requires urgent maintenance.	Grate is in place and meets design standards.
Manhole Cover/Lid	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open structure requires urgent maintenance.	Cover/lid protects opening to structure.
	Locking mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to Remove	One maintenance person cannot remove cover/lid after applying 80 lbs. of lift.	Cover/lid can be removed and reinstalled by one maintenance person.

NO. 6 – CONVEYANCE PIPES AND DITCHES			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Pipes	Sediment & debris accumulation	Accumulated sediment or debris that exceeds 20% of the diameter of the pipe.	Water flows freely through pipes.
	Vegetation/roots	Vegetation/roots that reduce free movement of water through pipes.	Water flows freely through pipes.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Damage to protective coating or corrosion	Protective coating is damaged; rust or corrosion is weakening the structural integrity of any part of pipe.	Pipe repaired or replaced.
	Damaged	Any dent that decreases the cross section area of pipe by more than 20% or is determined to have weakened structural integrity of the pipe.	Pipe repaired or replaced.
Ditches	Trash and debris	Trash and debris exceeds 1 cubic foot per 1,000 square feet of ditch and slopes.	Trash and debris cleared from ditches.
	Sediment accumulation	Accumulated sediment that exceeds 20% of the design depth.	Ditch cleaned/flushed of all sediment and debris so that it matches design.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Vegetation	Vegetation that reduces free movement of water through ditches.	Water flows freely through ditches.
	Erosion damage to slopes	Any erosion observed on a ditch slope.	Slopes are not eroding.
	Rock lining out of place or missing (If Applicable)	One layer or less of rock exists above native soil area 5 square feet or more, any exposed native soil.	Replace rocks to design standards.

NOTE:

Due to the reduced pipe slope from AMR E-17-0055, additional maintenance on the conveyance pipes will be required.

NO. 9 – FENCING			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Erosion or holes under fence	Erosion or holes more than 4 inches high and 12-18 inches wide permitting access through an opening under a fence.	No access under the fence.
Wood Posts, Boards and Cross Members	Missing or damaged parts	Missing or broken boards, post out of plumb by more than 6 inches or cross members broken	No gaps on fence due to missing or broken boards, post plumb to within 1½ inches, cross members sound.
	Weakened by rotting or insects	Any part showing structural deterioration due to rotting or insect damage	All parts of fence are structurally sound.
	Damaged or failed post foundation	Concrete or metal attachments deteriorated or unable to support posts.	Post foundation capable of supporting posts even in strong wind.
Metal Posts, Rails and Fabric	Damaged parts	Post out of plumb more than 6 inches.	Post plumb to within 1½ inches.
		Top rails bent more than 6 inches.	Top rail free of bends greater than 1 inch.
		Any part of fence (including post, top rails, and fabric) more than 1 foot out of design alignment.	Fence is aligned and meets design standards.
		Missing or loose tension wire.	Tension wire in place and holding fabric.
	Deteriorated paint or protective coating	Part or parts that have a rusting or scaling condition that has affected structural adequacy.	Structurally adequate posts or parts with a uniform protective coating.
	Openings in fabric	Openings in fabric are such that an 8-inch diameter ball could fit through.	Fabric mesh openings within 50% of grid size.

NO. 11 – GROUNDS (LANDSCAPING)			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash or litter	Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Trees and Shrubs	Hazard	Any tree or limb of a tree identified as having a potential to fall and cause property damage or threaten human life. A hazard tree identified by a qualified arborist must be removed as soon as possible.	No hazard trees in facility.
	Damaged	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trees and shrubs with less than 5% of total foliage with split or broken limbs.
		Trees or shrubs that have been blown down or knocked over.	No blown down vegetation or knocked over vegetation. Trees or shrubs free of injury.
		Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots.	Tree or shrub in place and adequately supported; dead or diseased trees removed.

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

Facility Name _____

Address _____

Begin Date _____

End Date _____

Date	BMP ID#	BMP Facility Description	Inspected by:	Cause for Inspection	Exceptions Noted	Comments and Actions Taken

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
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