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333 South Meridian
Puyallup, WA 98371

Document Title: Stormwater Outfall Management & BMP Facilities Agreement
Grantee: City of Puyallup
Grantor: Viking JV, LLC
Legal Description: LOTS 1&2, P.C.S.P. #P-14-0002, AFN#201612125002
Complete Legal Description on 5 **Page of this Document**
Assessor's Tax Parcel or Account Numbers: 0420268013, 0420268014
Reference Number of Related Document(s): Permit No. E-16-0208

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 Viking JV, LLC (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: 302 33RD ST SE.

C. **Development Plan & Stormwater Facilities.** The site, subdivision or other development plan (Plan) for the Property, specifically known, entitled or described as Viking JV, LLC, 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>

Dated: 11/9/2020

Grantor Viking JV, LLC by Mihelson Puyallup Partners, LLC by Running Bear, Inc., Manager

Dated: _____

Grantor

Dated: 10/20/2020

DocuSigned by:
Hans P Hunger
[illegible]

Grantee: City of Puyallup,
Accepted by: Hans Hunger, PE
(City Engineer)

Dated: 10/19/2020

DocuSigned by:
Joseph N Beck
[illegible]

Approved as to form:
Joseph N. Beck (City Attorney)

STATE OF Missouri)
) -ss
COUNTY OF St. Louis)

I certify that I know or have satisfactory evidence that Timothy L. Berry is the person who appeared before me, and on 11/9/2020 said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the Manager of Viking JV LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/9/2020

Sandra G. Smith
Printed Name: Sandra G. Smith
Notary Public, State of Missouri
My appointment expires: 10/19/22

SANDRA G. SMITH
Notary Public - Notary Seal
St. Louis City - State of Missouri
Commission Number 14539618
My Commission Expires Oct 19, 2022

STATE OF _____)
) -ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and on _____ said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and 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

LOTS 1 AND 2, CITY OF PUYALLUP SHORT PLAT NO. P-14-0002, RECORDED UNDER AUDITOR'S FILE NO. 201612125002, RECORDS OF PIERCE COUNTY, WASHINGTON.

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 Viking JV, LLC project located at 302 33rd Street SE. These facilities are intended to collect and treat the storm water for the developed 21.43 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. The on-site storm water wetland allows sediment to settle out, with plantings that provide water quality treatment prior to discharge to the City storm system.

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:

- #5 – Catch Basins and Manholes
- #6 – Conveyance Pipes and Ditches
- #8 – Energy Dissipaters
- #9 – Fencing
- #10 – Gates/Bollards/Access Barriers
- #11 – Grounds (Landscaping)
- #12 – Access Roads
- #18 – Stormwater Wetland

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

Viking JV, LLC
7701 Forsyth Blvd, Suite 900
Saint Louis, MO 63105

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 $^1/_3$ the depth from the bottom of basin to invert the lowest pipe into or out of the basin.	No trash or debris in the 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 $^1/_4$ 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 $^{7}/_{8}$ 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. 8 – ENERGY DISSIPATERS

Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed.
Site	Trash and debris	Trash and/or debris accumulation.	Dissipater clear of trash and/or debris.
	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.
Rock Pad	Missing or moved Rock	Only one layer of rock exists above native soil in area five square feet or larger or any exposure of native soil.	Rock pad prevents erosion.
Dispersion Trench	Pipe plugged with sediment	Accumulated sediment that exceeds 20% of the design depth.	Pipe cleaned/flushed so that it matches design.
	Not discharging water properly	Visual evidence of water discharging at concentrated points along trench (normal condition is a "sheet flow" of water along trench).	Water discharges from feature by sheet flow.
	Perforations plugged.	Over 1/4 of perforations in pipe are plugged with debris or sediment.	Perforations freely discharge flow.
	Water flows out top of "distributor" catch basin.	Water flows out of distributor catch basin during any storm less than the design storm.	No flow discharges from distributor catch basin.
	Receiving area over-saturated	Water in receiving area is causing or has potential of causing landslide problems.	No danger of landslides.
Gabions	Damaged mesh	Mesh of gabion broken, twisted or deformed so structure is weakened or rock may fall out.	Mesh is intact, no rock missing.
	Corrosion	Gabion mesh shows corrosion through more than ¼ of its gage.	All gabion mesh capable of containing rock and retaining designed form.
	Collapsed or deformed baskets	Gabion basket shape deformed due to any cause.	All gabion baskets intact, structure stands as designed.
	Missing rock	Any rock missing that could cause gabion to loose structural integrity.	No rock missing.
Manhole/Chamber	Worn or damaged post, baffles or side of chamber	Structure dissipating flow deteriorates to ½ or original size or any concentrated worn spot exceeding one square foot which would make structure unsound.	Structure is in no danger of failing.
	Damage to wall, frame, bottom, and/or top slab	Cracks wider than ½-inch or any evidence of soil entering the structure through cracks, or maintenance inspection personnel determines that the structure is not structurally sound.	Manhole/chamber is sealed and structurally sound.
	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 soil or water enters and no water discharges at the joint of inlet/outlet pipes.

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. 10 – GATES/BOLLARDS/ACCESS BARRIERS

Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Chain Link Fencing Gate	Damaged or missing members	Missing gate.	Gates in place.
		Broken or missing hinges such that gate cannot be easily opened and closed by a maintenance person.	Hinges intact and lubed. Gate is working freely.
		Gate is out of plumb more than 6 inches and more than 1 foot out of design alignment.	Gate is aligned and vertical.
		Missing stretcher bar, stretcher bands, and ties.	Stretcher bar, bands, and ties in place.
	Locking mechanism does not lock gate	Locking device missing, no-functioning or does not link to all parts.	Locking mechanism prevents opening of gate.
	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.
Bar Gate	Damaged or missing cross bar	Cross bar does not swing open or closed, is missing or is bent to where it does not prevent vehicle access.	Cross bar swings fully open and closed and prevents vehicle access.
	Locking mechanism does not lock gate	Locking device missing, no-functioning or does not link to all parts.	Locking mechanism prevents opening of gate.
	Support post damaged	Support post does not hold cross bar up.	Cross bar held up preventing vehicle access into facility.
Bollards	Damaged or missing	Bollard broken, missing, does not fit into support hole or hinge broken or missing.	No access for motorized vehicles to get into facility.
	Does not lock	Locking assembly or lock missing or cannot be attached to lock bollard in place.	No access for motorized vehicles to get into facility.
Boulders	Dislodged	Boulders not located to prevent motorized vehicle access.	No access for motorized vehicles to get into facility.
	Circumvented	Motorized vehicles going around or between boulders.	No access for motorized vehicles to get into facility.

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.

NO. 12 – ACCESS ROADS

Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Trash and debris exceeds 1 cubic foot per 1,000 square feet (i.e., trash and debris would fill up one standards size garbage can).	Roadway drivable by maintenance vehicles.
		Debris which could damage vehicle tires or prohibit use of road.	Roadway drivable by maintenance vehicles.
	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.
	Blocked roadway	Any obstruction which reduces clearance above road surface to less than 14 feet.	Roadway overhead clear to 14 feet high.
		Any obstruction restricting the access to a 10- to 12 foot width for a distance of more than 12 feet or any point restricting access to less than a 10 foot width.	At least 12-foot of width on access road.
Road Surface	Erosion, settlement, potholes, soft spots, ruts	Any surface defect which hinders or prevents maintenance access.	Road drivable by maintenance vehicles.
	Vegetation on road surface	Trees or other vegetation prevent access to facility by maintenance vehicles.	Maintenance vehicles can access facility.
Shoulders and Ditches	Erosion	Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep.	Shoulder free of erosion and matching the surrounding road.
	Weeds and brush	Weeds and brush exceed 18 inches in height or hinder maintenance access.	Weeds and brush cut to 2 inches in height or cleared in such a way as to allow maintenance access.
Modular Grid Pavement	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.
	Damaged or missing	Access surface compacted because of broken on missing modular block.	Access road surface restored so road infiltrates.

NO. 18 – STORMWATER WETLAND

Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance Is Performed
Site	Trash and debris	Trash and debris accumulated on facility site.	Trash and debris removed from facility 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.
Side Slopes of Dam, Berm, internal berm or Embankment	Rodent holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents removed or destroyed and dam or berm repaired.
	Tree growth	Tree growth threatens integrity of dams, berms or slopes, does not allow maintenance access, or interferes with maintenance activity. If trees are not a threat to dam, berm, or embankment integrity or not interfering with access or maintenance, they do not need to be removed.	Trees do not hinder facility performance or maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted slope.	Slopes stabilized using appropriate erosion control measures. If erosion is occurring on compacted slope, a licensed civil engineer should be consulted to resolve source of erosion.
Top or Side Slopes of Dam, Berm, internal berm or Embankment	Settlement	Any part of a dam, berm or embankment that has settled 4 inches lower than the design elevation.	Top or side slope restored to design dimensions. If settlement is significant, a licensed civil engineer should be consulted to determine the cause of the settlement.
	Irregular surface on internal berm	Top of berm not uniform and level.	Top of berm graded flat to design elevation.
Pond Areas	Sediment accumulation (first cell/forebay)	Sediment accumulations in pond bottom that exceeds the depth of sediment storage (1 foot) plus 6 inches.	Sediment storage contains no sediment.
	Sediment accumulation (wetland cell)	Accumulated sediment that exceeds 10% of the designed pond depth.	Sediment cleaned out to designed pond shape and depth.
	Liner damaged (If Applicable)	Liner is visible or pond does not hold water as designed.	Liner repaired or replaced.
	Water level (first cell/forebay)	Cell level drops more than 12 inches in any 7-day period.	Cell level drops no more than 12 inches in any 7-day period.
	Water level (wetland cell)	Cell does not retain water for at least 10 months of the year or wetland plants are not surviving.	Water retained at least 10 months of the year or wetland plants are surviving.
	Algae mats (first cell/forebay)	Algae mats develop over more than 10% of the water surface should be removed.	Algae mats removed (usually in the late summer before Fall rains, especially in Sensitive Lake Protection Areas.)

NO. 18 – STORMWATER WETLAND

Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance Is Performed
	Vegetation	Vegetation dead, dying, or overgrown (cattails) or not meeting original planting specifications across more than 20% of the entire design vegetated area within the pond.	Plants in wetland cell surviving across 80% or more of the entire design vegetated area within the pond and not interfering with wetland function.
Gravity Drain	Inoperable valve	Valve will not open and close.	Valve opens and closes normally.
	Valve won't seal	Valve does not seal completely.	Valve completely seals closed.
Emergency Overflow Spillway	Tree growth	Tree growth impedes flow or threatens stability of spillway.	Trees removed.
	Rock missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top of out flow path of spillway. Rip-rap on inside slopes need not be replaced.	Spillway restored to design standards.
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.

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

Annual Inspection Report

City of Puyallup - Stormwater BMP Facilities Inspection and Maintenance Log

Facility Name _____

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