TRI DELTA TRANSIT
Eastern Contra Costa Transit Authority
801 Wilbur Avenue • Antioch, California 94509
Phone 925.754.6622 Fax 925.757.2530

APPENDIX B

Agenda Item 7c
Stormwater Management Operations and Maintenance Agreement

Board of Directors Meeting

Wednesday September 28, 2022

04/29/2021
Recording Requested By:
CITY OF OAKLEY

Return to: CITY OF OAKLEY
City Clerk
3231 Main Street
Oakley, CA 94561

Eastern Contra Costa Transit Authority Park and Ride (OAKLEY)

CITY OF OAKLEY

COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITY OPERATIONS
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY
(Single Parcel)

PROJECT: Eastern Contra Costa Transit Authority Park and Ride (OAKLEY)

OWNERS NAMES: Eastern Contra Costa Transit Authority

ASSESSOR'S PARCEL NUMBER: 035-282-063

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry ("Agreement") is made and entered into this 9th day of August, 2022, by and between Eastern Contra Costa Transit Authority, (hereinafter referred to as "Property Owner") and The City of Oakley, a municipal corporation ("City").

The following terms used in this Agreement shall have the meanings specified below:

DEFINITIONS

Maintain: The term "**Maintain**" or "**Maintained**" shall mean taking all actions reasonably necessary to keep the Stormwater Facility in first class operation, condition and repair, which actions include but are not limited to regular inspections, painting, cleaning, maintenance, refinishing, repairing, replacing and reconstructing the Stormwater Facility, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping. The term "maintain" shall also include the routine maintenance, and the annual inspection and reporting described in the Stormwater Control Operation and Maintenance Plan, and the payment of any applicable City fees. Maintaining the facility in compliance with the "Stormwater Treatment Facilities Operations and Maintenance Plan" on file with the City of Oakley..

NPDES Permit: The term " **NPDES Permit**" shall mean the San Francisco Bay Regional Water Quality Control Board's National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 (issued to the City of Oakley) as amended, and as may be superseded by subsequent NPDES permits that are reissued from time to time.

Ordinance: The term "**Ordinance**" shall mean Chapter 11 of Title 6 of the City of Oakley Municipal Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Property Owner: The term "**Property Owner**" and "**Property Owners**" shall mean Eastern Contra Costa Transit Authority and all heirs, successors, executors, administrators and assigns of Eastern Contra Costa Transit Authority in the Property, it being the intent of the parties hereto that the obligations undertaken in this Agreement, as provided in Civil Code section 1468, run with the Property described in Exhibit A and constitute a lien against the Property.

Property: The term "**Property**" shall mean that certain real property located at 4300 Main Street, Oakley, CA, and more particularly described in Exhibit A which is attached hereto and hereby incorporated herein by reference.

Plan: The term "**Plan**" or "**Operation and Maintenance Plan**" means the City-approved Stormwater Control Operation and Maintenance Plan prepared by Mark Thomas & Company, Inc. and approved by the City Engineer in writing, which may be subsequently modified from time to time with City Engineer's written approval.

Stormwater Facility: The term **"Stormwater Facility"** means the permanent stormwater management facilities located and constructed on the Property.

RECITALS

This Agreement is made and entered into with reference to the following facts:

A. The Property Owner is the owner of the real property more particularly described on the attached Exhibit A.

B. The City is the owner of Main Street and its storm drains that are adjacent to the Property, and the City is required to ensure that stormwater run-off from the Property into its storm drains meets the requirements of its NPDES Permit.

C. To meet its obligations under its NPDES Permit the City has required the Property Owner to construct the Stormwater Facility on the Property.

D. To meet its obligations under its NPDES Permit the City has approved the Property Owner's Operation and Maintenance Plan for the Stormwater Facility.

E. To meet its obligations under its NPDES Permit the City's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facility constructed on the Property.

F. The Plan includes an annual inspection and reporting requirement for the Stormwater Facility constructed on the Property.

G. This Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance, the City's NPDES Permit and the Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: No portion of the Stormwater Facility may be altered, in any way, by the Property Owner without the prior written consent of the City Engineer of the City of Oakley. The Property Owner shall Maintain the Stormwater Facility in first class operating condition, and in compliance with all applicable state, county and city laws and regulations. Applicable regulations include, but are not limited to, the City-approved Stormwater Control Operation and Maintenance Plan, and the provisions of the Ordinance, as they may be amended from time to time.

The Property Owner shall engage a landscape contractor or other licensed contractor to Maintain the Stormwater Facility. The City Engineer, in her or his sole absolute discretion, may approve an alternate

method for the maintenance of the Stormwater Facility. The City Engineer, also in her or his sole absolute discretion, may revoke the approval of a previously approved alternate method for the maintenance of the Stormwater Facility.

The City of Oakley is the owner of the public right of way for Main Street and responsible for the maintenance of the Stormwater Facility within the public right of way. City of Oakley is responsible for street sweeping of Main Street.

SECTION 2

Inspection by Property Owner: The Property Owner shall cause its contractor to conduct annual inspections. A report of such inspection shall be submitted to the City of Oakley annually. The annual inspection report shall include completion of the checklist described in the approved Operation and Maintenance Plan. The Property Owner or its contractor must submit the inspection report to the City Engineer within 30 days after the annual inspection.

SECTION 3

Right of Entry and Stormwater Facility Inspection by the City: The Property Owner hereby grants permission to the City, its authorized agents and employees, and Ironhouse Sanitary District, the East Contra Costa Fire Protection District, County Environmental Health Department, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board to enter the portion of the Property where the Stormwater Facility is located, and to inspect the Stormwater Facility whenever any of the forgoing entities deems necessary to enforce provisions of the City's Ordinance. These entities may enter the premises at any reasonable time to inspect the Stormwater Facility's maintenance and operation, to inspect and copy records related to compliance with stormwater regulations, and to collect samples and take measurements. Whenever possible, these entities will provide notice prior to entry, and in all instances shall provide notice following such entry.

SECTION 4

Failure to Perform Required Stormwater Facility Repairs or Maintenance by the Property Owner: If the Property Owner or its successors fails to Maintain the Stormwater Facility in good working order and in accordance with the approved Plan and the City's Ordinance, the City, with prior notice, may enter the Property to return the Stormwater Facility to good working order. The City is under no obligation to Maintain or repair the Stormwater Facility, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this section takes any action to return the Stormwater Facility to good working order, the Property Owner shall reimburse the City for all the costs incurred by the City, including administrative costs. The City will provide the Property Owner with an itemized invoice of the City's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the City may secure a lien against the real property of the Property Owner in the amount of such costs. In addition the City may make the cost of abatement of the nuisance caused by the failure to Maintain the Stormwater Facility a special assessment against the Property that may be collected at the same time and in the same manner

as ordinary municipal taxes are collected as provided in Government Code section 38773.5. This Section 4 does not prohibit the City from pursuing other legal recourse against the Property Owner.

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify and holds harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences, claims, penalties or fines which might arise or be asserted against the City and which are in any way connected with the construction, operation, presence, existence or maintenance of the Stormwater Facility by the Property Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 or 4.

The City agrees to defend, indemnify and holds harmless the Property Owner, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences, claims, penalties or fines which might arise or be asserted against the Property Owner and which are in any way connected with the City's obligations regarding construction, operation, presence, existence or maintenance of the Stormwater Facility or other maintenance obligations of the City arising out of this agreement.

SECTION 6

Successors and Assigns: The covenants of the Property Owner set forth in numbered Sections 1 through 5 above shall run with the land, and the burdens thereof shall be binding upon each and every part of the Property and upon the Property Owner, its successors and assigns in ownership (or any interest therein), for the benefit of Main Street and its storm drains and each and every part thereof and said covenants shall inure to the benefit of and be enforceable by the City, its successors and assigns in ownership of each and every part of the Street and storm drains.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

Recommended for approval:

City of Oakley:

Kevin Rohani, City Engineer

Joshua McMurray, City Manager

Reviewed by:

Attest:

Derek P. Cole, City Attorney

Libby Vreonis, City Clerk

Eastern Contra Costa Transit Authority:

_____
Chief Executive Officer

Approved as to form:

_____
Eli Flushman
General Counsel

Attachments: Acknowledgements
Exhibit A

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On_____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.

Signature_____
Signature of Notary Public

July 26, 2022
HMH 5675.10.7562

EXHIBIT "A"

REAL PROPERTY in the City of Oakley, County of Contra Costa, State of California, being all of Parcels One, Two & Three as described in the Grant Deed recorded February 6, 2009, in Document No. 2009-0023988-00, Contra Costa County Records, described as follows:

BEGINNING at the southerly corner of said Parcel One, being on the northeasterly line of Main Street (State Highway 4);
Thence along said northeasterly line, the following three courses:

1. North 35°36'28" West, 31.90 feet;
2. Thence North 44°24'39" West, 327.02 feet;
3. Thence along a tangent curve to the left, having a radius of 3,062.21 feet, through a central angle of 11°16'28" for an arc length of 602.57 feet, to the northwesterly line of said Parcel Three;

Thence along said northwesterly line, North 34°18'53" East, 58.48 feet, to the southwesterly line of the Burlington Northern Santa Fe Railroad;
Thence along said southwesterly line, the following two courses:

1. Southeasterly, along a non-tangent curve to the right, having a radius of 3,769.74 feet, whose center bears South 29°18'43" West, through a central angle of 10°47'41" for an arc length of 710.23 feet;
2. Thence South 49°53'37" East, 131.62 feet, to the easterly line of said Parcel One;

Thence along said easterly line, South 02°14'02" West, 205.71 feet, to the POINT OF BEGINNING.

Containing 2.15 acres, more or less.

For Stormwater Agreement only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

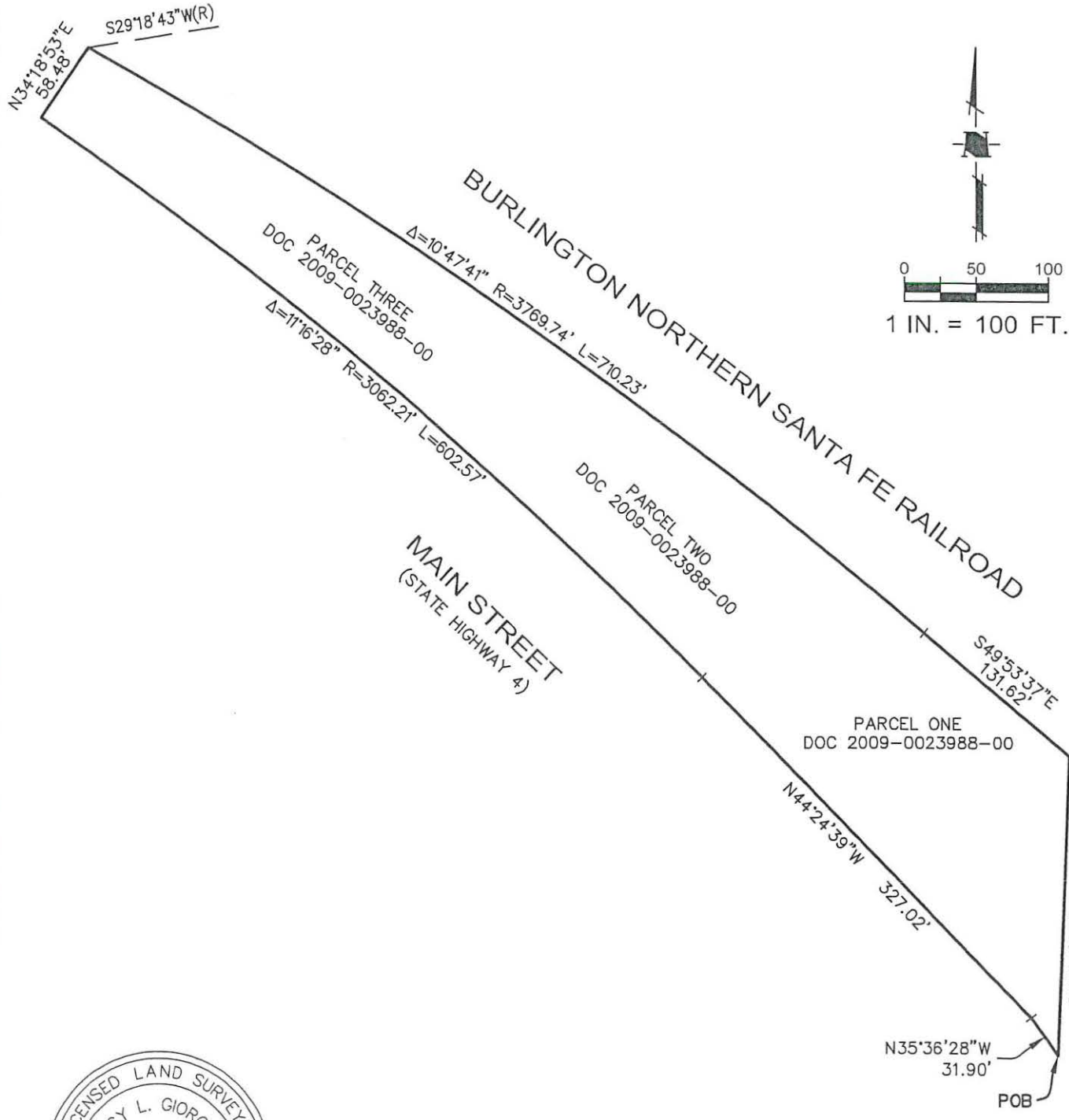
This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 7·26·22

Tracy L. Giorgetti, LS 8720

LICENSED LAND SURVEYOR
TRACY L. GIORGETTI
No. 8720
STATE OF CALIFORNIA

1570 Oakland Road | San Jose, California 95131 | (408) 487-2200 | (408) 487-2222 Fax | www.HMHca.com



LICENSED LAND SURVEYOR
TRACY L. GIORGETTI
No. 8720
STATE OF CALIFORNIA
7.26.22

LEGEND

POB POINT OF BEGINNING

SHEET 1 OF 1

Date:	2022-07-26
Designed:	–
Drawn:	RF
Checked:	TG
Proj. Engr.:	–
567510PL01	

1570 Oakland Road
San Jose, CA 95131
(408) 487-2200
HMHca.com

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION

OAKLEY CALIFORNIA

TRI DELTA TRANSIT PARK-AND-RIDE LOT & MAIN STREET IMPROVEMENTS

OAKLEY, CALIFORNIA

STORMWATER CONTROL OPERATION AND MAINTENANCE PLAN

Prepared for:
City of Oakley
Tri Delta Transit

Prepared by:
Mark Thomas & Company, Inc.

Dated: July, 2020

STORMWATER CONTROL OPERATION AND MAINTENANCE PLAN FOR TRI DELTA TRANSIT PARK AND RIDE LOT

SUMMARY OF STORMWATER TREATMENT FACILITIES

The project is located in the northeast area of Contra Costa County, within the City of Oakley. The project includes the construction of a Park and Ride lot, added lanes, and a bus stop on Main Street, north of Cypress Road. See Appendix A for a Location Map.

Bioretention Areas are used for stormwater treatment on this project. Bioretention Areas are shown on the Stormwater Control Plan Exhibit. See Attachment 3 of the Stormwater Control Plan for the Stormwater Control Plan Exhibit.

Please note that a blockage in the storm drain system will cause water to back up into the treatment facilities and damage them. For this reason, inspection and maintenance of the storm drain system is essential and is considered to be part of the inspection and maintenance of the treatment facilities. Please see the maintenance matrix for detailed information about how to care for the storm drain system.

Functions of Bioretention Area
The bioretention area functions as a soil and plant-based filtration device that removes pollutants through a variety of physical, biological, and chemical treatment processes. The bioretention area consists of a vegetated surface, "sandy loam" soil mix, ponding area, organic layer or mulch layer, storage layer, and under drain system. The runoff's velocity is reduced by being distributed evenly along a ponding area and interacting with the soil medium, vegetation, and soil microbes, as it passes through to the storage layer. Exfiltration of the stored water from the bioretention area storage layer into the under-drain system occurs over a period of 72 hours or less (after significant storm levels). The water is subsequently conveyed into the storm drain system and eventually into the San Joaquin River Delta.

Inspection/Maintenance Considerations
The bioretention area requires frequent landscaping maintenance, including measures to ensure that the area is functioning properly, as well as maintenance of the landscaping. Maintenance tasks can be completed by a qualified landscaping contractor, who may already be hired at the site. Please see the Maintenance Matrix below for information regarding how to care for the bioretention area. As with the swales, normal function of the bioretention area may include retaining water for 72 hours after a storm event.

RESPONSIBILITY FOR MAINTENANCE

Tri Delta Transit is responsible for maintaining the inlets, engineered soil, drain rock, plants, outlets, subdrains, pipelines and connectors that make up the on-site bioretention areas. The City of Oakley is responsible for maintaining the inlets in City right-of-way, outlets, subdrains, pipelines, and connectors that make up the off-site bioretention areas. Any major maintenance (such as replanting, re-grading, subdrain replacement, soil replacement, or similar effort) of the bioretention area should only be conducted by a competent professional, such as a licensed landscape contractor.

Landscape contractors retained by Tri Delta Transit and the City of Oakley must familiarize themselves with the purposes, design specifications, features, and mode of operation of the bioretention areas. Maintenance service providers (landscape maintenance and other maintenance), including maintenance supervisors and employees, need to be informed of the specific maintenance requirements for the vegetated swales and bioretention area and should review both the Stormwater Control Plan and the Stormwater Control Operation and Maintenance Plan (this document).

FUNDING FOR OPERATION AND MAINTENANCE

Funding for the operation and maintenance of the on-site bioretention areas will be paid for by Tri Delta Transit.

Funding for the operation and maintenance of the off-site bioretention areas will be paid for by the City of Oakley.

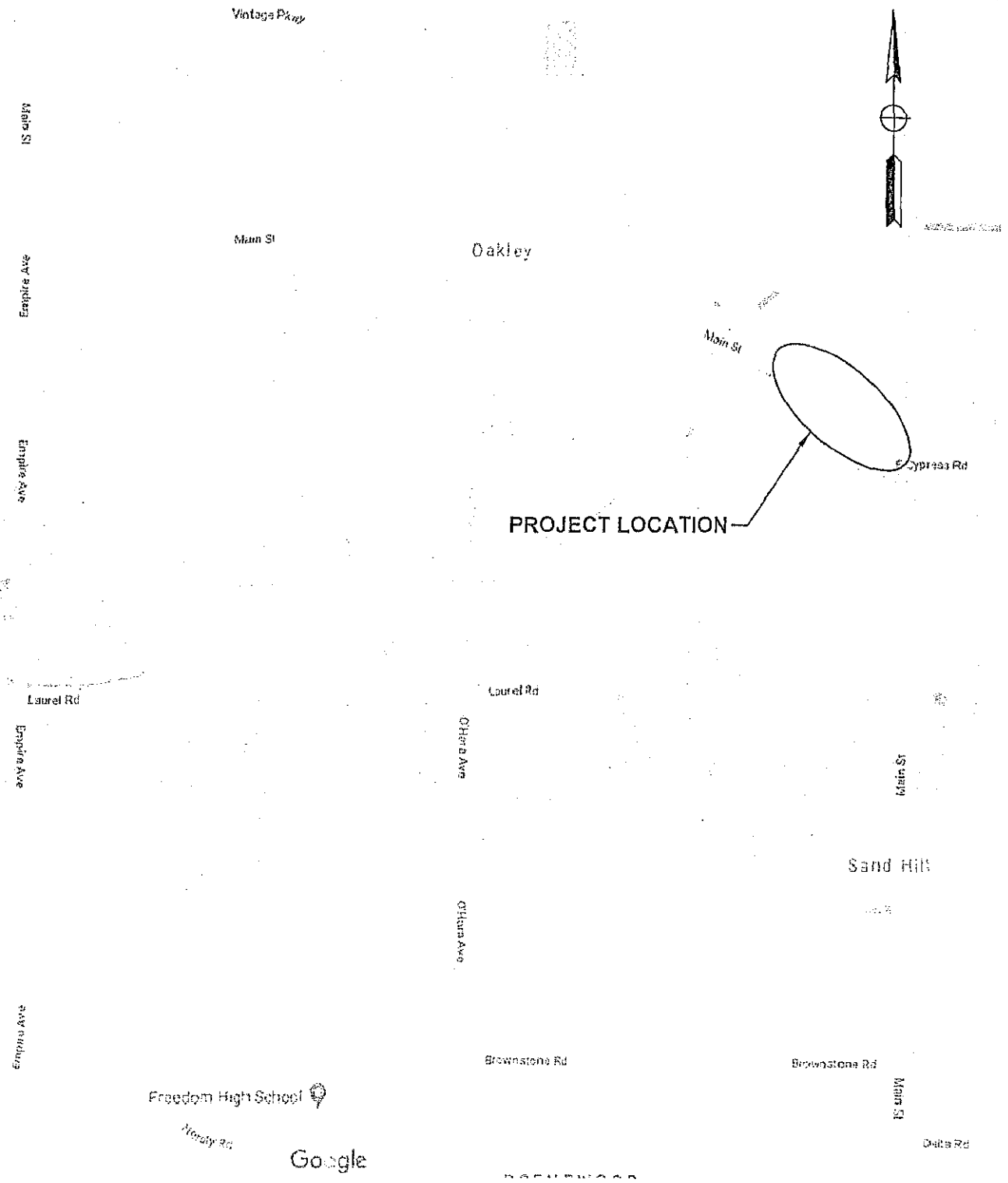
GENERAL MAINTENANCE REQUIREMENTS

Landscape contractors retained by Tri Delta Transit and the City of Oakley must familiarize themselves with the purposes, design specifications, features, and mode of operation of the bioretention area and should review the Stormwater Control Plan (in addition to this document). As will be reflected in contracts for landscape maintenance and other maintenance services, maintenance supervisors and employees need to be informed of the following specific maintenance requirements for the bioretention area. Maintenance instructions generally include the following (please see the Maintenance Matrix for more detailed maintenance instructions):

- Inspect inlets for channels, exposure of soils, or other evidence of erosion. Clear any obstructions and remove any accumulation of sediment. Examine rock or other material used as a splash pad and replenish, as necessary.
- Inspect curb cuts for plugging caused by debris.
- Inspect side slopes for evidence of instability or erosion and correct as necessary.
- Observe soils at the bottom of the bioretention area for uniform percolation throughout. If portions of the bioretention area do not drain within 72 hours after the end of a storm, the soil should be tilled and replanted. Remove any debris or accumulation of sediments.
- Confirm that channelization within the bioretention area is effectively prevented.
- Examine the vegetation to ensure that it is healthy and dense enough to provide filtering and to protect soils from erosion. Replenish mulch as necessary, remove fallen leaves and debris, prune large shrubs or trees, and mow turf areas. Confirm that irrigation is adequate and not excessive. Replace dead plants and remove invasive vegetation.
- Abate any potential vectors by filling holes in the ground in and around the bioretention area and by ensuring that there are no areas where water stands longer than 72 hours following a storm. If mosquito larvae are present and persistent, contact the appropriate agency for information and advice. Mosquito larvicide's should be applied only when absolutely necessary and then only by a licensed individual or contractor.
- Applications of pesticides are to be conducted only by a licensed pest control operator trained in use of Integrated Pest Management.

Appendix A

Location Map



SCALE: NO SCALE DATE: SEP 2019 FILE: CC-09107-011	**LOCATION MAP** TRI DELTA TRANSIT PARK AND RIDE LOT	MARK THOMAS

Appendix B

Checklist for Routine Inspection and Maintenance

CHECKLIST FOR ROUTINE INSPECTION AND MAINTENANCE – BIORETENTION AREA
(SEE MAINTENANCE MATRIX FOR ADDITIONAL DETAIL)

- ☐ Remove any debris from curb cuts leading to bioretention areas.
- ☐ Check rocks at curb cuts and repair, replace, or replenish as necessary.
- ☐ Remove any accumulations of sediment, litter, and debris in the bioretention area.
- ☐ Observe the structure of the bioretention area and fix any cracks, or failure.
- ☐ Note condition of vegetation.
- ☐ Replace any dead vegetation.
- ☐ Remove any nuisance or invasive vegetation.
- ☐ Clean up fallen leaves or debris.
- ☐ Confirm that irrigation is adequate and not excessive. If irrigation is producing underflow from the bioretention area, reduce irrigation.

Appendix C

Maintenance Matrix

STORMWATER TREATMENT FACILITIES

MAINTENANCE MATRIX

The stormwater treatment facilities extend from where water flows from the street into the bioretention areas to the storm drain catch basins, where treated water enters the storm drain system, which conveys it to the delta. However, a blockage in the storm drain system will cause water to back up into the treatment facilities and may damage them. For this reason, inspection and maintenance of the storm drain system is considered part of the inspection and maintenance of the treatment facilities. Normal functioning of the facilities may involve retention of water up to 72 hours following significant storm events.

STORM DRAIN SYSTEM

Frequency	**Observation**	**Maintenance Activity**
Before each rainy season.	Inspect all catch basins. Look for obstructions, vegetation, debris, litter, sediment, etc. blocking the catch basins.	Remove obstructions, etc.
Frequency	**Observation**	**Maintenance Activity**
Before each rainy season and after the first heavy rain.	Inspect the entire storm drain system from the upstream end to the connection to the existing storm drain system. Observe the flow of water. Any evidence of ponding in the catch basins indicates a blockage.	Find and remove any obstructions. Flushing may be necessary.

BIORETENTION AREA - SUBDRAINS

Frequency	**Observation**	**Maintenance Activity**
Before each rainy season.	Inspect all subdrain cleanouts. Ensure that all cleanout caps are present. Look for obstructions, debris, trash, leaves, vegetation, etc. growing inside the subdrain or covering the cleanout.	Remove any obstructions by hand (if near the cleanout entrance) or by flushing (with pressurized water) if too far down the pipe. Replace missing caps and secure to prevent unauthorized removal or accidental displacement.
	Observation	**Maintenance Activity**
	Inspect each subdrain where it enters the catch basin to see whether the subdrain pipe is dry, or is clogged with vegetation. Ensure that the subdrain is flowing by testing with water from the cleanout end.	If water does not flow through the subdrain, rod or flush the line to ensure flow.

BIORETENTION AREA - GENERAL

Frequency	**Observation**	**Maintenance Activity**
Before each rainy season	Inspect curb cuts (gaps in curb for water to flow down to treatment facility). Look for any obstructions that will prevent water from leaving the street and flowing into the treatment facility. This includes litter, debris and vegetation. There should be at least a 1-inch drop from the curb cut to the erosion control rock. No vegetation should obstruct the flow of water through the curb cut.	Remove obstructions, clean litter and cut vegetation.

Frequency	Observation	Maintenance Activity
Before each rainy season	Inspect bank between curb cuts and treatment facility. Look for gullies, washouts, evidence of uncontrolled surface water flow or any other evidence of distress to the slope.	Repair bank by excavating gullies and replacing soil in its original configuration, properly compacted. Replace gravel or other erosion control device so that bank does not erode again.
	Observation	**Maintenance Activity**
	Determine whether the bioretention area is draining correctly. Inspect adjacent infrastructure, such as retaining walls, curbs and pavement for signs of failure caused by water intrusion into the surrounding soil. This is a sign of poor drainage from the treatment facility.	Determine the cause of the poor drainage (i.e. siltation of "sandy loam" soil mix, blocked subdrains, blocked catch basins, blocked storm drain) and repair.
Frequency	**Observation**	**Maintenance Activity**
Before each rainy season	Determine whether the bioretention area is draining correctly. Look for standing water or soggy, saturated soil. Look for holes containing standing water and permitting mosquitoes. This is a sign of poor drainage from the treatment facility. Water should drain from bioretention area within 72 hours. After 72 hours, there should be no patches of standing water - bioretention are should drain evenly.	Determine the cause of poor drainage (siltation of "sandy loam" soil mix, blocked subdrains, blocked catch basin, blocked storm drain) and repair. Fill holes containing standing water with "sandy loam" soil mix. Tilling of "sandy loam" soil mix may be required. After several years, the soil medium may become impermeable because of silt deposition, in which case removal and replacement of the "sandy loam" soil mix and gravel will be required.
Frequency	**Observation**	**Maintenance Activity**
Each month	Inspect the bioretention area for litter, debris, leaves, dead vegetation and anything else that might interfere with flow, filtration or growth of grass.	Remove all such litter, debris, leaves, dead vegetation, etc. by hand or with hand tools. Replace dead vegetation as appropriate.
Frequency	**Observation**	**Maintenance Activity**
Each month	Inspect for growth of trees or invasive plants in bioretention area.	Remove invasive plants, weeds, shrubs, trees, or anything with a woody stem from bioretention area.
Frequency	**Observation**	**Maintenance Activity**
Each month.	Inspect condition of grass in bioretention area. Grass must be of sufficient density and health to provide filtration and protect from erosion.	Mow as necessary, fertilize as necessary, note bare spots and reseed as necessary, remove dead grass and reseed as necessary. Fertilization is to be performed by a licensed professional. Only the minimum effective amount of fertilizer is to be used, to prevent downstream eutrification. Fertilizers used should be the most environmentally benign products available.
Frequency	**Observation**	**Maintenance Activity**
Before each dry season and each month throughout the dry season.	Test the irrigation system. Observe whether all grassy areas in the bioretention area are receiving the correct amount of water. Observe whether excessive irrigation is creating flow in the subdrains (irrigation should not cause any flow in subdrain).	Clean out all plugged sprinkler heads and filters. Staighten any displaced sprinkler heads. Replace any damaged sprinkler heads. Adjust for correct direction and throw distance. Set the sprinkler timer to provide enough water depending on the anticipated weather until the next irrigation inspection. Reduce the watering time if excess water flows from the subdrains.

Frequency	Observation	Maintenance Activity
Each month.	Inspect for presence of pests which constitute a nuisance and/or threaten the survival of the grass in the bioretention area.	Apply pesticide to the minimum amount necessary to control pests. All application of pesticide is to be performed by a licensed professional pest control contractor trained in Integrated Pest Management (IPM) techniques.
Frequency	**Obervation**	**Maintenance Activity**
Ongoing	Before making any modification to bioretention areas, ascertain what effect such modification will have on the flow of water into the bioretention area.	Refrain from any construction, grading, landscaping, piping or any other construction that will affect the flow of water into the bioretention area. Correct any changes that divert stormwater away from treatment facilities or otherwise reduce their effectiveness.
Frequency	**Observation**	**Maintenance Activity**
When treatment facilities are substantially failing to perform (estimate 15 years from installation).	Treatment facilities are failing to drain and/or discharging "dirty water" into creek. Minor maintenance activities have failed to rectify problem.	Thorough inspection of stormwater facility by licensed professional (i.e., landscape contractor, landscape architect, civil engineer, etc.) Replacement of failed components and repair of stormwater facility to design specifications (per the Stormwater Control Plan).