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Skagit County Auditor

Return Address:
City of Anacortes
Planning and Community Development
904 6th Street
Post Office Box 547
Anacortes, WA 98221

Drainage BMP Facility Maintenance Covenant

Grantor(s) hereinafter referred to as **Grantor**:

1. TS Anacortes Enterprises LLC
2. Sonja Lukner
3. Key Peninsula Properties LLC

Grantee: City of Anacortes, hereinafter referred to as the City, a Political Subdivision under the Laws of the State of Washington.

Legal Description of property encumbered by covenant:

Abbreviated: Lots A through E, BLA-2021-0005, Northern Pacific Addition to Anacortes.

Survey recorded under AF#202203240071. See attached **Exhibit A** for Legal Descriptions.

Common Name of the Development of the property encumbered by covenant:

3702, 3706, 3710, 3714 and 3718 West 3rd Street

Located in NW qtr. Sec. 23 Twp. 35, Rge. 01.

Reference Number(s) of documents assigned, released, or modified: **N/A**

Assessor's Property Tax Parcel/Account Number(s) of property(s) encumbered by the drainage covenant:

P135976, P58280, P135977, P135978, P135979

Grantor has a record interest in the properties encumbered by the covenant and agrees that the obligations of Grantor shall inure to the benefit of and be binding upon the heirs, successors, and assigns. Grantor agrees that this covenant touches and concerns the lands described on Page 1 of this agreement and shall run with the land.

Grantor by execution of this covenant acknowledges that the benefits of this covenant inure to Grantor, downstream property owners, and the general public, and that the City as third-party beneficiary of this covenant has the right, but not the obligation, to enforce this covenant on behalf of downstream property owners and the general public. The City requires this covenant to protect private and public property, private and public drainage infrastructure, and natural resources of downstream property owners and the general public.

Grantor in consideration of the approval of the City development permit **No. BLD-2022-0809**, relating to the real properties described on Page 1 and in consideration of other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby covenants to perform regular inspections upon the drainage facilities installed, or to be installed, upon Grantor's properties. These inspections shall compare the facility/BMP device to the standards described in the current Stormwater Management Manual for Western Washington in use by the City of Anacortes (herein referred to as "the Manual") for all elements of the stormwater drainage system. For any BMP facility approved by the City but not included in the Manual; maintenance standards shall be as described in the manufacturer's operation and maintenance manual; which shall also be referred to as the Manual. As applicable, the system shall include the stormwater conveyance pipes, ditches, swales, and catch basins; stormwater flow regulation system detention ponds, vaults, pipes, retention ponds, flow regulation and control structures; infiltration systems and all other stormwater quality or flow control system.

The inspections conducted on all facility/BMPs shall be performed by qualified personnel who have received professional training in the aspects of stormwater management for which they are responsible to inspect. For example a person qualified to perform an inspection on a detention pond must demonstrate that they have received professional training specifically on detention pond maintenance and compliance with standards.

The City shall request a record of the inspection annually. The Grantor shall provide to the City a written record of the inspection performed and the condition of the facility/BMP upon request. The record shall provide an explanation of each maintenance component and potential defect identified in the maintenance standards in the Manual for each specific BMP/facility. Where measurements must be taken (trash or debris exceeds 60% of the sump...) the actual field measurements must be included on the report. Pictures of each BMP facility shall be included, and the date(s) of the inspections must be clearly identified.

The scope of this covenant and right of entry shall be adequate to provide for the access, inspection, and maintenance of the stormwater drainage system, and shall be subject to the following terms and conditions:

1. The City shall have the perpetual right of entry across adjacent lands of the Grantor for purposes of inspecting, auditing, or conducting required maintenance of the drainage BMP facility.
2. The facility specific maintenance standards contained in the Manual are intended to be conditions for determining if maintenance actions are required. The standards are not intended to be a measure of the facility's required condition at all times. Discovery through inspection that a facility's condition is in exceedance of a standard does not constitute a violation of this agreement.
3. Should a facility be discovered in a condition that constitutes an exceedance of any described standard, maintenance shall be performed on the following schedule:
 - a. Within nine months for typical maintenance of facilities, except catch basins.
 - b. Within three months for catch basins.
 - c. Within eighteen months for any maintenance that requires capital construction or expenditure over \$25,000.
4. In the event that Grantor fails to complete the required maintenance within the identified time period, the City shall have the right to immediately and without further notice perform or contract with others to perform all maintenance necessary to return the facility/BMP to compliance with the standard. This work shall be performed at the sole expense of the Grantor.
5. If the City in its sole discretion determines that an imminent or present danger exists, that any condition exists that could constitute a threat to human health, welfare or the environment, or any condition exists that could cause the City to be found in violation of the Western Washington Phase II Municipal Stormwater NPDES permit issued to the City of Anacortes, or any other environmental permit, the City may take any action required including beginning maintenance or repairs immediately at Grantor's expense without prior notice to Grantor. In such event, the City shall provide Grantor with a written statement and accounting of all work performed and the fees, charges, and expenses incurred in making such repairs. Grantor shall agree to reimburse the City or pay the City's vendors directly for all reasonable fees, charges, and expenses identified in the City's statement.
6. If the City is required to act as a result of Grantor's failure to comply with this covenant, the City may remove any obstructions and/or interferences that in the sole opinion of the City impair the operation of the drainage BMP facility or the maintenance thereof. Grantor agrees to hold the City, its officers, employees, and agents harmless from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees, incurred by the removal of vegetation or physical interference from the drainage BMP facility.

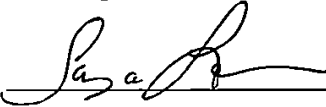
7. When exercising the maintenance provisions of the covenant, in the event of nonpayment, the City may bring suit to recover such costs, including attorney's fees, and upon obtaining a judgment, such amount shall become a lien against the property of Grantor as provided in RCW 4.56.190.

8. Grantor covenants that the owners of the properties described herein are the persons or entities identified on Page 1 of this covenant as Grantors, that they have the right to grant this covenant on their respective properties, and that title to the properties is free and clear of any encumbrances which would interfere with the ability to grant this covenant.

Executed this 25 day of August, 2026.

Grantors:

Signature(s):



TS Anacortes Enterprises LLC

Sonja Lukner

Printed Name(s):

Sonja Lukner

Sonja Lukner

Title of Authorized Representative(s):

Member

(if signing on behalf of a corporation)

Signature(s):



Key Peninsula Properties LLC

Printed Name(s):

Sonja Lukner

Title of Authorized Representative(s):

Member



Accepted and approved for the City of Anacortes:

Phil Frisings for LC

Director

City of Anacortes Department of Planning and
Community Development Services

Date: 8/28/2026

EXHIBIT A**LEGAL DESCRIPTIONS OF PROPERTIES ENCUMBERED BY COVENANT****LOT A - 3702 WEST 3RD STREET - PARCEL P135976 - OWNER: TS ANACORTES ENTERPRISES LLC**

Lots 1 and 2, Block 1205, Northern Pacific Addition to Anacortes, according to the plat thereof, recorded in Volume 2 of Plats, Pages 9 through 11, records of Skagit County, Washington. AKA Lot A BLA-2021-0005, Survey AF#202203240071.

LOT B - 3706 WEST 3RD STREET - PARCEL P58280 - OWNER: SONJA LUKNER

Lots 3 and 4, Block 1205, Northern Pacific Addition to Anacortes, recorded in Volume 2 of Plats, Pages 9 through 11, records of Skagit County, Washington. AKA Lot B BLA-2021-0005, Survey AF#202203240071.

LOT C - 3710 WEST 3RD STREET - PARCEL P135977 - OWNER: KEY PENINSULA PROPERTIES LLC

Lots 5 and 6, Block 1205, Northern Pacific Addition to Anacortes, according to the plat thereof recorded in Volume 2 of Plats, Pages 9 through 11, inclusive, records of Skagit County, Washington. Also Lot C BLA-2021-0005, Survey AF#202203240071.

LOT D - 3714 WEST 3RD STREET - PARCEL P135978 - OWNER: KEY PENINSULA PROPERTIES LLC

Lots 7 and 8, Block 1205, Northern Pacific Addition to Anacortes, according to the plat thereof, recorded in Volume 2 of Plats, Pages 9 through 11, records of Skagit County, Washington. AKA Lot D BLA-2021-0005, Survey AF#202203240071.

LOT E - 3718 WEST 3RD STREET - PARCEL P135979 - OWNER: KEY PENINSULA PROPERTIES LLC

Lots 9 and 10, Block 1205, Northern Pacific Addition to Anacortes, according to the plat thereof, recorded in Volume 2 of Plats, Pages 9 through 11, records of Skagit County, Washington. AKA Lot E BLA-2021-0005, Survey AF#202203240071.

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Sonja Lukner is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Executing Member of TS Anarchy Est. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 8/25/2024

J. G. Tottenham
(Signature)

NOTARY PUBLIC

Jennifer G. Tottenham
Print Name of Notary

My appointment expires: 9/26/28

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 2 – INFILTRATION FACILITIES (including StormTech® Chamber*)			
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. Dispose of according to applicable state and/or local regulations.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to City personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where City 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	Volunteer or seeded trees, those that were not planted per plan, are to be removed. Tree growth threatens integrity of slopes, does not allow maintenance access, or interferes with maintenance activity. If trees are per plan and are not a threat or not interfering with access or maintenance, they do not need to be removed.	Trees exist per plan and do not hinder facility performance or maintenance activities.
Infiltration Pond, Top or Side Slopes of Dam, 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. Pond is pest-free when following an approved Integrated Pest Management plan.
	Tree growth	Tree growth that threatens integrity of dams, berms or slopes, does not allow maintenance access, interferes with maintenance activity, or are volunteers or seeded trees that were not planted per plan are to be removed. If trees are per plan and not a threat to dam, berm, or embankment integrity or not interfering with access or maintenance, they do not need to be removed.	Trees exist per plan and do not hinder facility performance or maintenance activities. If root system is small (base less than 4 inches) the root system may be left in place. Otherwise, the roots should be removed and the pond slopes/berms restored. A licensed civil engineer should be consulted for proper restoration.
	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.
	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.
Infiltration Pond, Tank, Vault, Trench, or Small Basin Storage Area	Sediment accumulation	If two inches or more sediment is present or a percolation test indicates facility is working at or less than 90% of design.	Facility infiltrates as designed.
	Liner damaged (if applicable)	Liner is visible or pond does not hold water as designed.	Liner repaired or replaced.

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 5 – CATCH BASINS AND MANHOLES			
Maintenance Component	Defect or Problem	Conditions 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. Dispose of according to applicable state and/or local regulations.
		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. Dispose of according to applicable state and/or local regulations.
		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. Dispose of according to applicable state and/or local regulations.
		Deposits of garbage exceeding 1 cubic foot in volume.	No condition present which would attract or support the breeding of insects or rodents. Dispose of according to applicable state and/or local regulations.
	Damage to frame and/or top slab	Corner of frame extends more than ¼ 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 ¼ inch of the frame from the top slab.	Frame is sitting flush on top slab.
	Cracks in walls or bottom	Cracks wider than ¼ 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 ¼ 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 the 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 ¼ 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. Dispose of according to applicable state and/or local regulations.

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 5 – CATCH BASINS AND MANHOLES			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Inlet / Outlet Pipe	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 (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. Dispose of according to applicable state and/or local regulations.
	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.

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 6 – CONVEYANCE PIPES, DITCHES, AND STORMWATER CHANNELS			
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 exceed 1 cubic foot per 1,000 square feet of ditch and slopes.	Trash and debris cleared from ditches. Dispose of according to applicable state and/or local regulations.
	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 City personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where City 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.

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 13 – BASIC BIOSWALE (GRASS)			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Site	Trash and debris	Any trash and/or debris accumulated on the bioswale site.	No trash or debris on the bioswale site. Dispose of according to applicable state and/or local regulations.
	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.
	Trees	Volunteer or seeded trees, those that were not planted per plan, are to be removed. Tree growth threatens integrity of slopes, does not allow maintenance access, or interferes with maintenance activity. If trees are per plan and are not a threat or not interfering with access or maintenance, they do not need to be removed.	Trees exist per plan and do not hinder facility performance or maintenance activities.
Swale Section	Sediment accumulation	Sediment depth exceeds 2 inches in 10% of the swale treatment area.	No sediment deposits in grass treatment area of the bioswale.
		Sediment inhibits grass growth over 10% of swale length.	Grass growth not inhibited by sediment.
		Sediment inhibits even spreading of flow.	Flow spreads evenly through swale.
	Erosion/scouring	Eroded or scoured swale bottom due to channelization or high flows.	No eroded or scoured areas in bioswale. Cause of erosion or scour addressed.
	Poor vegetation coverage	Grass is sparse or bare or eroded patches occur in more than 10% of the swale bottom.	Swale has no bare spots and grass is thick and healthy.
	Grass too tall	Grass excessively tall (greater than 10 inches), grass is thin, or nuisance weeds and other vegetation have taken over.	Grass is between 3 and 4 inches tall, thick, and healthy. No clippings left in swale. No nuisance vegetation present.
	Excessive shade	Grass growth is poor because sunlight does not reach swale.	Health grass growth or swale converted to a wet bioswale.
	Constant baseflow	Continuous flow through the swale, even when it has been dry for weeks or an eroded, muddy channel has formed in the swale bottom.	Baseflow removed from swale by a low-flow pea-gravel drain or bypassed around the swale.
	Standing water	Water pools in the swale between storms or does not drain freely.	Swale freely drains and there is no standing water in swale between storms.
Flow Spreader	Channelization	Flow concentrates and erodes channel through swale.	No flow channels in swale.
	Concentrated flow	Flow from spreader not uniformly distributed across entire swale width.	Flows are spread evenly over entire swale width.
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. Dispose of according to applicable state and/or local regulations.
	Damaged	Cracks wider than ¼ 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.

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 31 – BIORETENTION BMP			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Preventative	Vegetation	Vegetation to be watered and pruned as needed and mulch applied to a minimum of 2 inches to maintain healthy growth.	Healthy vegetation growth with full coverage as designed.
Bioretention Area	Trash and debris	Trash and debris in the bioretention area; leaf drop in the fall season.	No trash or debris in the bioretention area. Dispose of according to applicable state and/or local regulations.
	Sediment accumulation	Sediment accumulation in the bioretention area interfering with infiltration.	Water in the bioretention infiltrates as designed.
	Ponding	Standing water in the bioretention area for more than two days.	Standing water infiltrates at the desired rate.
	Inflow	Inflow not getting into bioretention; debris/sediment blockage at inlet features; native soil is exposed or other signs of erosion damage is present.	Unobstructed and properly routed inflow into bioretention area; inlet is stabilized and appropriately armored.
	Overflow outlet	Overflow water not controlled by outlet features; native soil is exposed or other signs of erosion damage is present.	Outlet features control overflow; overflow is stabilized and appropriately armored.
	Underdrain	Underdrain is not flowing when bioretention area has been infiltrating water.	Underdrain flows freely when water is present.
Vegetation	Plant health	Plants not thriving across at least 80% of the entire design vegetated area within the BMP; overly dense vegetation requiring pruning.	Healthy water tolerant plants in bioretention area, plants thriving across at least 80% of the entire design vegetated area within the facility.
	Plant species	Plants not water tolerant species.	Plants are water tolerant.
	Weeds	No more than 25% coverage of non-noxious weeds growing in a bioretention cell. ALL noxious weeds to be removed.	No noxious weeds in bioretention cells and less than 25% coverage of all other weeds.
	Watering	Planting schedule requires frequent watering (approx. weekly for Year 1, bimonthly for Years 2 and 3) for new facilities, and as needed for established plantings or dry periods.	Plants are established and thriving.
	Pest control	Signs of pests, such as wilting or chewed leaves or bark, spotting or other indicators; extended ponding period encouraging mosquitoes.	Plant community is pest-free when following an approved Integrated Pest Management plan; bioretention functioning normally and ponding controlled as needed for pest control.
Containment Berm and Earthen Slopes	Erosion	Erosion occurring at earthen slopes or containment berm side slope.	Erosion on the containment berm and side slopes has been repaired and the cause of the erosion corrected.
	Voids created by nuisance animals (e.g., rodents) or tree roots	Voids affecting berm integrity or creating leaky pond condition.	Voids have been repaired; facility is free of nuisance animals following an approved Integrated Pest Management plan.
	Settlement	Any part of the containment berm top has less than 6 inches of freeboard from the maximum pond level to the top of the berm.	A minimum of 6 inches freeboard from the maximum pond level to the top of the berm.
Amended Soil	Soil nutrients	Soil not providing plant nutrients.	Soil providing plant nutrients.
	Bare spots	Bare spots on soil in bioretention area.	No bare spots, bioretention area covered with vegetation or mulch mixed into the underlying soil.
	Compaction	Poor infiltration due to soil compaction in the bioretention area.	No soil compaction in the bioretention area.

APPENDIX B: Maintenance Requirements for Flow Control, Conveyance, and Water Quality Facilities

NO. 31 – BIORETENTION BMP			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Inspection	Frequency	Annually and after large storms, and as needed seasonally for pruning, plant maintenance, pest control and to control leaf drop, evergreen needles, etc.	Bioretention facility is functioning normally; plant community is thriving and pest-free.