

2023-065047

10:03 am 12/08/2023 AG Fee: NO FEE

Count of Pages 17

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attention: City Clerk

(Space Above This Line For Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383

**STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT
315 SAINT FRANCIS STREET**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 28th day of NOVEMBER 2022 ("Effective Date"), by and between the City of Redwood City ("City") and The Daniel P. Wiener 2017 Irrevocable Trust ("Property Owner") (together, the "Parties") with reference to the following facts:

RECITALS

A. Property Owner is the current fee owner of that certain real property consisting of approximately 0.2 acres located within the City of Redwood City, County of San Mateo, State of California, described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

B. On August 6, 2021, the Zoning Administrator of the City of Redwood City approved Architectural Permit No. AP2021-035, approving a residential project, on the Property subject to certain conditions of approval ("Conditions").

C. On November 19, 2015, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2015-0049, amending the San Mateo Countywide NPDES Municipal Stormwater Permit (Order 99-059, CAS0029921) (the "NPDES Permit").

D. Provision C.3 of the NPDES Permit, as it may be amended or reissued from time to time, requires the permittee public agencies to provide minimum verification and access assurances that all treatment measures will be adequately operated and maintained by entities responsible for the stormwater treatment measures.

E. Attached hereto as Exhibit "B", and incorporated herein by this reference, is a legible reduced-scale copy of the site plan showing the stormwater treatment measures that are to be located or to be constructed on the Property, hereinafter referred to as the "Site Plan."

F. Attached hereto as Exhibit "C" and incorporated herein by this reference, is an "Infiltration Shallow Gravel Basin and Drainage Maintenance Plan for 315 St. Francis Street, Redwood City" which describes Property Owner's maintenance activities to be performed pursuant to this Agreement.

G. City is the permittee public agency with jurisdiction over the Property.

H. Property Owner recognizes that the stormwater treatment measure(s) more

particularly described and shown on the Site Plan must be installed and maintained as indicated in this Agreement and as required by the NPDES Permit or other regulatory agencies having jurisdiction, as well as the Conditions.

I. Full-scale plans of measures shown on the Site Plan and any amendments thereto are on file with City's Engineering and Transportation Division.

J. City and Property Owner agree that the health, safety and welfare of the citizens of City require that the stormwater treatment measure(s) detailed in the Site Plan be constructed and maintained on the Property.

K. City's Stormwater Management and Discharge Control Program Ordinance, Stormwater related guidelines, criteria and other written directions ("City Stormwater Regulations") require that the stormwater treatment measure(s), as shown on the approved Site Plan, be constructed and maintained by Property Owner.

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

1. Construction of Treatment Measures. The on-site Stormwater treatment measure(s) shown on the Site Plan will be constructed by Property Owner in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto which have been approved by City in conformance with City Stormwater Regulations.

2. Operation & Maintenance Responsibility. This Agreement will serve as the signed statement by Property Owner accepting responsibility for operation and maintenance ("O&M") of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another person or entity.

3. Maintenance of Treatment Measures. Property Owner will not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment system in a manner that lessens its effectiveness. Property Owner will also, at its sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to City and in accordance with the Site Plan and Inspection and Maintenance Checklist. Property Owner's responsibilities in the foregoing sentences extend to all measures described in the Site Plan, including, without limitation, all pipes, channels or other conveyances built to convey stormwater to the treatment measure(s), as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described measures in good working condition so that these measures continue to operate as originally designed and approved. The Inspection and Maintenance Checklist will include a detailed description of and schedule for long-term maintenance activities of the stormwater treatment measures.

4. Sediment Management. Property Owner will appropriately manage sediment accumulation resulting from the normal operation of the stormwater treatment

measure(s). Property Owner will provide for the removal and disposal of accumulated sediment in a manner that complies with all federal, state and local law and regulations. Disposal of accumulated sediment or debris will not occur on the Property.

5. Term. This Agreement will commence immediately upon the Effective Date and will continue in perpetuity until and unless terminated by City.

6. Annual Inspection and Report. Property Owner will, on an annual basis, complete a Treatment Measure Operation and Maintenance Inspection Report ("Annual Report"). The Annual Report will include all completed Inspection and Maintenance Checklists for the reporting period and will be submitted to City in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this Agreement. Property Owner will submit the Annual Report no later than December 31 of each year, under penalty of perjury, to Office of the City Engineer, 1017 Middlefield Road, Redwood City, CA 94063 or another member of City staff as directed by City. The Annual Report will include a record of the volume of all accumulated sediment removed as a result of the treatment measure(s). Property Owner will conduct a minimum of one (1) annual inspection of the stormwater treatment measure(s) between August 1st and October 1st each year. City may require more frequent inspections. The results of inspections will be recorded on the Annual Inspection Report.

7. Necessary Changes and Modifications. At its sole expense, Property Owner will make changes or modifications to the stormwater treatment measure(s) as City reasonably determines are necessary to ensure that the stormwater treatment measure(s) are properly maintained and continue to operate as originally designed and approved.

8. Access to the Property. Property Owner hereby grants permission to City; the San Francisco Bay Regional Water Quality Control Board (the "Regional Board"); the San Mateo County Mosquito Abatement District (the "Mosquito Abatement District"); and their authorized agents and employees to enter the Property at reasonable times and in a reasonable manner to inspect, assess or observe the stormwater treatment measure(s) in order to ensure that the stormwater treatment measure(s) are being properly maintained and are continuing to perform in a manner adequate to protect water quality and the public health and safety. This includes the right to enter the Property whenever there is a reasonable basis to believe that a violation of this Agreement, City Stormwater Regulations, or the NPDES Permit, and any amendments or re-issuances of the NPDES Permit is occurring, has occurred or threatens to occur. The above listed agencies may also enter the Property when necessary for abatement of a public nuisance or correction of a violation of City Stormwater Regulations. City, the Regional Board, or the Mosquito Abatement District will provide reasonable (as may be appropriate for the particular circumstances) notice to Property Owner before entering the property.

9. Failure to Maintain Treatment Measures. In the event Property Owner fails to maintain the stormwater treatment measure(s) as shown on the approved Site Plan in good working order acceptable to City and in accordance with the Inspection and Maintenance Checklist, City and its authorized agents and employees may enter the Property and take whatever steps it deems necessary and appropriate to return the stormwater treatment measure(s) to good working order. City will provide reasonable notice before such entry,

provided that notice will not be necessary if emergency conditions require immediate remedial action. This provision will not be construed to allow City to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that City is under no obligation to maintain or repair the stormwater treatment measure(s) and in no event will this Agreement be construed to impose any such obligation on City.

10. Reimbursement of City Expenditures. In the event City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any re-inspections or any actions it deems necessary or appropriate to return the stormwater treatment measure(s) to good working order as indicated in Section 9 (Failure to Maintain Treatment Measures), or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, Property Owner will reimburse City for costs incurred by the City hereunder. Property Owner will make such reimbursement payments within thirty (30) days of receiving an invoice from City. If these costs are not paid within the prescribed time period, City may assess Property Owner the cost of the work, both direct and indirect, and applicable penalties. Said assessment will be a lien against the Property or may be placed on the property tax bill and collected as ordinary taxes by City. The actions described in this section are in addition to, and not in-lieu-of, any and all legal remedies as provided by law, available to City as a result of Property Owner's failure to maintain the stormwater treatment measure(s).

11. Indemnification. Property Owner will indemnify, hold harmless and defend City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, payments, costs and expenses, including attorney's fees, claimed or which might arise or be asserted against City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the stormwater treatment measure(s) by Property Owner or City (each, individually, a "Claim," and collectively, "Claims"). In the event such a Claim is asserted against City, its authorized agents, officers, officials or employees, City will promptly notify Property Owner and Property Owner will defend at its own expense any suit based on such Claim. This section will not apply to any Claims that arise due to the gross negligence or willful misconduct of City. This Section 11 will survive the early termination of this Agreement.

12. Reserved.

13. No Additional Liability. It is the intent of this Agreement to insure the proper maintenance of the stormwater treatment measure(s) by Property Owner; provided, however, that this Agreement will not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by stormwater runoff.

14. Performance Financial Assurance. City may request Property Owner to provide a performance bond, security, or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to City Stormwater Regulations.

15. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Property Owner under this Agreement.

For City:
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
(650) 780 - 7000
Attn: City Manager

For Property Owner:
Ellen Freudenheim
149 Berkeley Place
Brooklyn, NY 11217
Phone No: (917) 826 - 4099

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail, return receipt requested. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. Assignment by Property Owner. Property Owner may assign its obligations under this Agreement only with City Manager's prior written approval. In connection with any such assignment, Property Owner and its assignee will execute and deliver to City a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney.

17. Assignment By City. City may assign its rights and obligations under this Agreement to a municipal services district or other public agency without Property Owner's consent.

18. Covenant Running with the Land. This Agreement pertains to and runs with the Property in perpetuity, and will be recorded against the Property at Property Owner's expense. This Agreement binds the assigns and successors-in-interest of Property Owner, including any transferee of a fee interest in any lot located within the Property. City and its successors and assigns, in the event of any breach of this Agreement, will have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings against Property Owner or its permitted successors and assigns to enforce the curing of such breach.

19. Release of Agreement. In the event that City determines that the stormwater treatment measure(s) located on the Property are no longer required, then City, at the request of Property Owner will execute a release of this Agreement, which Property Owner will record at Property Owner's expense. City reserves the option to record such release of this Agreement. The stormwater treatment measure(s) will not be removed from the Property unless such a release is so executed and recorded.

20. Miscellaneous.

20.1 Entire Agreement, Amendments, Recitals. This Agreement contains the entire understanding and agreement of the Parties. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this

Agreement. All recitals set forth above are incorporated by reference into this Agreement.

20.2 Paragraph Headings. Paragraph headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

20.3 Governing Law, Venue. This Agreement will be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement will be brought only in the Superior Court of the County of San Mateo, State of California.

20.4 Compliance with Laws. Property Owner will comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement. Property Owner will, at its own cost and expense, obtain all necessary permits and licenses for the Work (including encroachment permits as needed), give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the residential development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits will be furnished to the City Engineer upon request.

20.5 Counterparts. This Agreement may be executed in any number of counterparts which together will constitute the contract of the Parties.

20.6 Exhibits. All exhibits and attachments to this Agreement are incorporated by reference as though fully restated herein.

20.7 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect.

20.8 No Agency Relationship. Neither Property Owner nor any of Property Owner's agents, contractors or subcontractors are or will be considered to be agents of City in connection with the performance of any of Property Owner's obligations under this Agreement. Property Owner's relationship to City, if any, arising under this Agreement is strictly that of an independent contractor.

20.9 Attorneys' Fees and Costs. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party will be entitled to all costs of suit, reasonable attorneys' fees and such other costs as may be determined by the court.

20.10 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

20.11 Interpretation. The word "including" will be construed as if followed by the words "without limitation." All recitals to this Agreement are incorporated by reference as though fully restated herein. This Agreement will be interpreted as though prepared jointly by both Parties.

20.12 Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

PROPERTY OWNER

The Daniel P. Wiener 2017 Irrevocable Trust,

Ellen Freudenheim 11/8/2023

By: Ellen Freudenheim
Trustee

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.

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
charter city and municipal corporation

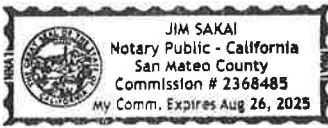
Melissa Stevenson Diaz
Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:

Pamela Aguilar
Pamela Aguilar, City Clerk
YESSICA CASTRO

State of California
County of San Mateo
On 11-8-23 before me, JIM SAKAI, NOTARY PUBLIC
(Insert name and title of the officer)
personally appeared ELLEN FREUDENHEIM
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 _____ (Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

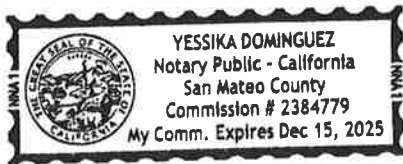
State of California

County of SAN MATEO

On NOVEMBER 28, 2023 before me, YESSIKA DOMINGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MELISSA STEVENSON DIAZ
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 058-129-020

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE WESTERLY 50 FOOT, FRONT AND REAR MEASUREMENTS, OF LOT 15 IN BLOCK 4, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "NEW HIGH SCHOOL ACRES REDWOOD CITY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 25, 1923 IN BOOK 11 OF MAPS AT PAGES 36, 37 AND 38.

JPN 058-012-129-02

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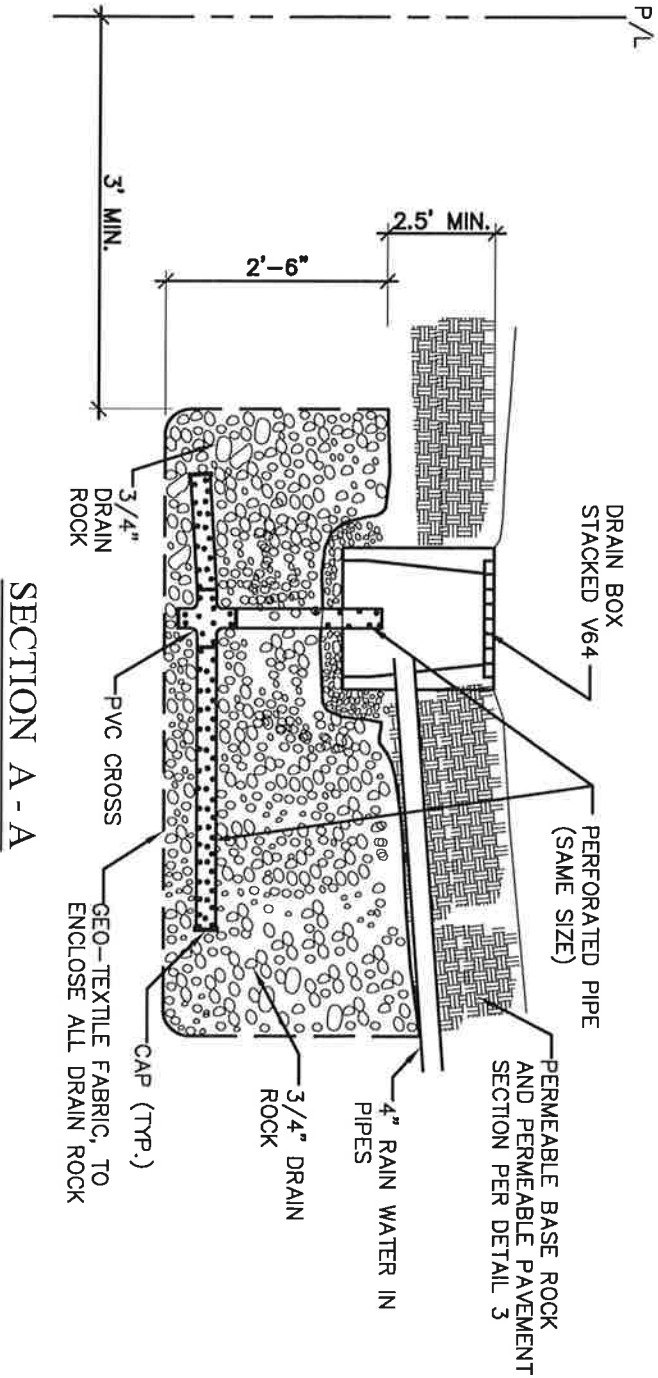
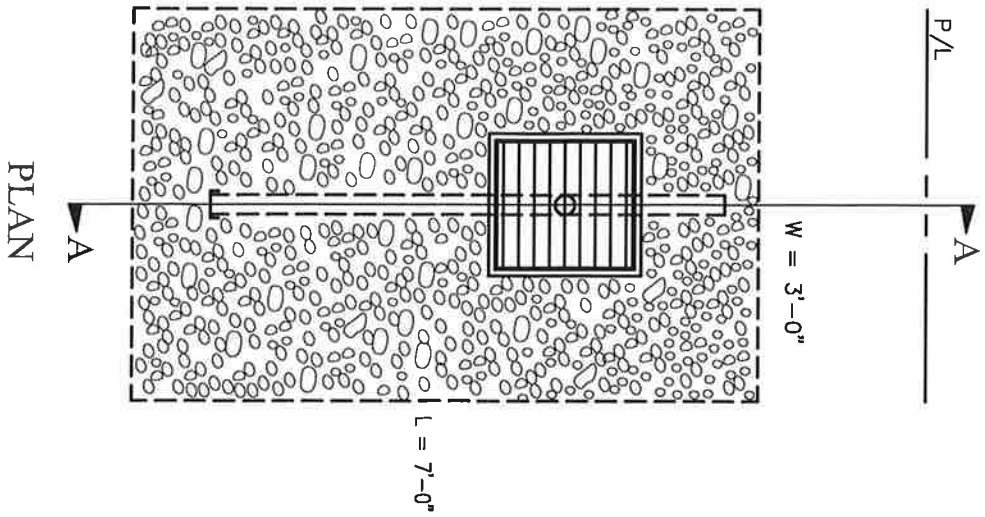


ALTA Homeowner's Policy of Title Insurance (Adopted 10-17-98
Revised 10-22-03 01-01-08 02-03-10) (12/02/2013)

Page 8

Printed: 04.12.21 @ 12:15 PM
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119



SHALLOW GRAVEL BASIN

NOT TO SCALE

EXHIBIT B

315 ST. FRANCIS STREET
 REDWOOD CITY, CALIFORNIA

EXHIBIT C
Infiltration Shallow Gravel Basin and Drainage Maintenance Plan for
315 St. Francis Street, Redwood City

Bio Retention Areas and Drainage System installed with BP21-2837

Project Address 315 St. Francis Street

Redwood City, CA 94062

Assessor's Parcel No.: 058-129-020

Property Owner: The Daniel P. Wiener 2017 Irrevocable Trust

Phone No.: _____

Designated Contact: Ellen Freudenheim, Trustee

Phone # xxxxxxxxxxxxx E-mail: xxxxxxxxxxxxxxxxxxxxx

Mailing Address: 315 St. Francis Street, Redwood City, CA 94062

The property contains (1) Shallow Gravel Basin and (2) Site Drainage, as shown in the attached site plan EXHIBIT B.

I. Routine Maintenance Activities

Primary maintenance activities include vegetation management and sediment removal. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Bio Retention Areas and Site Drainage System		
No.	Maintenance Task	Frequency of Task
1	Conduct annual vegetation management of shallow gravel basin during the summer, removing weeds and harvesting vegetation within the vegetative swales. Remove all grass cuttings and other green waste.	Once a year
2	Trim vegetation at beginning and end of wet season, around inlets and along vegetated swales to prevent establishment of woody vegetation, and for aesthetics and mosquito control.	Twice a year (spring and fall)
3	Inspect Drainage Inlets and Pump. Confirm boxes are draining and see if sediment build up is occurring. Remove all sediment build up.	As Needed. Review drains following rain events during the rainy season (October to May)
4	Inspect Drainage Pump Stations. Confirm pumps are in good working order. Remove all sediment build up.	As Needed. Review pump stations following rain events during the rainy season (October to May)
5	Remove accumulated trash and sediment from lawn areas and vegetated swales as needed during the wet season to ensure good surface flow.	As needed, during regular maintenance of facility

II. Prohibitions

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
10. Unwanted/unused pesticides shall be disposed as hazardous waste.
11. Maintenance activities at the bottom of the extended detention basin shall not be performed with heavy equipment, which would compact the soil and limit infiltration.

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

III. Mosquito Abatement Contact Information

San Mateo County Mosquito Abatement District
1351 Rollins Road
Burlingame, CA 94010
PH: (650) 344-8592
FAX: (650) 344-3843
Email: info@smcmad.org

IV. Inspections

The attached Shallow Gravel Basin Inspection and Drainage Maintenance Checklist shall be used, as noted in Table 1, Number 9. These Checklist forms shall be submitted as part of the "Annual Report" as required by the Operations and Maintenance Agreement.

Shallow Gravel Basin and Site Drainage Inspection and Maintenance Checklist

Property Address: 315 St. Francis Street, Redwood City Property Owner: _____

Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: Monthly Pre-Wet Season
 After heavy runoff End of Wet Season
 Inspector(s): _____ Other: _____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if any needed maintenance was not conducted, note when it will be done.)	Results Expected When Maintenance Is Performed
General				
Trash & Debris	<ul style="list-style-type: none"> Trash and debris accumulated in shallow gravel basin, inlet boxes, or vegetated swales. Is there a source that needs to be controlled? 			Trash and debris cleared from site and disposed of properly.
Poisonous Vegetation and noxious weeds	Poisonous or nuisance vegetation or noxious weeds, e.g., morning glory, English ivy, reed canary grass, Japanese knotweed, purple loosestrife, blackberry, Scotch broom, poison oak, stinging nettles, or devil's club, within vegetated swale and at shallow gravel basin.			Use Integrated Pest Management techniques to control noxious weeds or invasive species.
Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants.			No contaminants or pollutants present.
Rodent Holes	Any evidence of rodent holes, or any evidence of water piping through dam or berm via rodent holes, at shallow gravel basin or within vegetated swale.			The design specifications are not compromised by holes. Any rodent control activities are in accordance with applicable laws and do not affect any protected species.

Extended Detention Basin Inspection and Maintenance Checklist

Date of Inspection: _____

Treatment Measure No.: _____

Property Address: _____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if any needed maintenance was not conducted, note when it will be done.)	Results Expected When Maintenance Is Performed
Insects	Insects such as wasps and hornets interfere with maintenance activities.			Insects do not interfere with maintenance activities.
Tree/Brush Growth and Hazard Trees	<ul style="list-style-type: none"> Growth does not allow maintenance access or interferes with maintenance activity. Dead, diseased, or dying trees. 			<ul style="list-style-type: none"> Trees do not hinder maintenance activities. Remove hazard trees as approved by the City. (Use a certified Arborist to determine health of tree or removal requirements).
Drainage time	Standing water remains in basin more than five days. See Exhibit B for basin locations			Correct any circumstances that restrict the flow of water from the system. Restore drainage to design condition. If the problem cannot be corrected and problems with standing water recur, then mosquitoes should be controlled with larvicides, applied by a licensed pesticide applicator.
Outfall structure	Debris or silt build-up obstructs pipe outfall at Bubble Boxes			Remove debris and/or silt build-up and dispose of properly.
Side Slopes				
Erosion	<ul style="list-style-type: none"> Eroded over 2 in. deep on side slopes of swales or berm in swale Erosion around site inlets 			Cause of erosion is managed appropriately. Side slopes or berm are restored to design specifications, as needed.
Storage Area				
Sediment	Accumulated sediment >10% of designed basin depth or affects inletting or outletting condition of the facility.			Sediment cleaned out to designed basin shape and depth; basin reseeded if necessary to control erosion. Sediment disposed of properly.