

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Menlo Park
Attn: City Clerk
701 Laurel St.
Menlo Park, CA 94025

2018-094389

10:22 am 12/04/18 AG Fee: NO FEE
Count of Pages 25
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder



* \$ R 0 0 0 2 6 3 7 8 6 7 \$ *

The undersigned declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

(Space above this line reserved for Recorder's use only)

**STORMWATER TREATMENT CONSTRUCTION AND MAINTENANCE AGREEMENT AT 1400 EI
Camino Real, Menlo Park, California 94025**

This Stormwater Treatment Construction and Maintenance Agreement ("Agreement") is dated this 30th day of November, 2018 and is by and between the City of Menlo Park, a political subdivision of the State of California, hereinafter referred to as "City", and Pollock 1400 ECR Owner, LLC, ("Owner") as the owner of the real property commonly known as 1400 El Camino Real, Menlo Park, CA 94025, and legally described on Exhibit A attached hereto (the "Property"), who enter into this Agreement with reference to the following recitals:

RECITALS

WHEREAS, On October 14, 2009 the Regional Water Quality Board, San Francisco Bay Region, adopted R2-2009-0074, a new Municipal Regional Stormwater NPDES Permit; and

WHEREAS, Provision C.3.e.ii of this NPDES Permit, and 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 shall be adequately operated and maintained by entities responsible for the stormwater treatment measures; and

WHEREAS, the City is the permitting public agency with jurisdiction over the Property; and

WHEREAS, Owner, is the owner of the real property commonly known as 1400 El Camino Real, Menlo Park, CA 94025 and more particularly described in the attached legal description (Exhibit A)

WHEREAS, attached hereto as Exhibit B; is a legible reduced-scale copy of the Site Plan, which has been approved by and is on file with the City of Menlo Park Engineering Division, showing the stormwater treatment measure(s) that Owner has agreed to construct on the Property in connection with the development of the Park James, a 61-room boutique hotel ; and

WHEREAS, the Owner recognizes that the stormwater treatment measure(s) shown on Exhibit B (the "Stormwater Management Plan"), must be installed and maintained as indicated in this Agreement and as required by the NPDES permit; and

WHEREAS, the Owner acknowledges that the stormwater treatment measure(s) shall be owned, maintained, and repaired by the Owner to ensure their proper functioning for the health, safety, and welfare of the citizens of the City; and

WHEREAS, it is the purpose of this Agreement to memorialize in writing the Owner's agreement for installation, use, maintenance, and repair of the stormwater treatment measures.

THEREFORE, the Owner hereby covenants and agrees as follows:

CONDITIONS OF AGREEMENT

1. Construction of Treatment Measures:

The on-site stormwater treatment measures shown on Exhibit B shall be constructed by the Owner in strict accordance with the approved plans and specifications identified for the development and any other requirements thereto which have been approved by the City in conformance with appropriate City ordinances, guidelines, criteria, and other written direction.

2. Operation & Maintenance Responsibility:

This Agreement shall serve as the signed statement by the Owner accepting responsibility for Operation and Maintenance of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another person or entity. Before the Property is legally transferred to another person or entity, the Owner shall provide, to the City, at least one of the following:

- a) A signed statement to the public entity assuming post-construction responsibility for treatment measure maintenance and that the treatment measures meet all local agency design standards; or
- b) Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for operation and maintenance (O&M) consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or
- c) Written text in project covenants, conditions, and restrictions (CCRs) for residential properties assigning O&M responsibilities to the home owners association for O&M of the treatment measures; or
- d) Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

3. Maintenance of Treatment Measures:

The Owner shall not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment system in a manner that reduces its effectiveness, and shall, at Owner's sole expense, adequately maintain the stormwater treatment measures in good working order acceptable to the City and in accordance with the maintenance plan agreed hereto and attached as Exhibit C. This includes all pipes, channels, or other conveyances built to convey stormwater to the stormwater measures, as well as structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described facilities in good working condition so that these facilities continue to operate as originally designed and approved. The maintenance plan shall include a detailed description of and schedule for long-term maintenance activities.

4. Sediment Management:

Sediment accumulation resulting from the normal operation of the stormwater treatment measures will be managed appropriately by the Owner. The Owner will provide for the removal and disposal of accumulated sediments. Disposal of accumulated sediments shall not occur on the Property, unless provided for in the maintenance plan. Any disposal or removal of accumulated sediments or debris shall be in compliance with all federal, state, and local law and regulations.

5. Annual Inspection and Report:

The Owner shall, on an annual basis, conduct a minimum of one inspection of the stormwater treatment measures before the wet season. This inspection shall occur between August 1st and October 1st of each year. More frequent inspections may be required by the maintenance plan (Exhibit C). The Owner shall pay all costs and expenses of the inspections. The results of inspections shall be recorded on the Treatment Measure Operation and Maintenance Inspection Report (annual report), attached to this Agreement as Exhibit D and the Treatment Measure Checklist (annual report attachment), attached to this Agreement as Exhibit E. One Checklist shall be completed for each treatment measure.

The annual report shall be made under penalty of perjury and shall be submitted to the City in order to verify that inspection and maintenance of the applicable stormwater treatment measures have been conducted pursuant to this Agreement. The Owner shall provide in the annual report a record of the volume of all accumulated sediment removed as a result of the treatment measures.

The reporting period shall be the calendar year and the annual report shall be submitted no later than January 10th of the following year. It shall be delivered to the Stormwater Coordinator, Engineering Division, City of Menlo Park, 701 Laurel St., Menlo Park, CA 94025 or another member of the City staff as directed by the City.

6. Necessary Changes and Modifications:

If the City determines that changes or modifications to the stormwater treatment measures and/or the maintenance plan Exhibit C are reasonably necessary to ensure that the treatment measures are adequately maintained and continue to function as originally designed and approved by the City, the City shall notify the Owner in writing of such determination and of the changes / modification the City believes to be necessary.

The Owner may, at its sole expense, make the recommended changes and modifications. Alternatively, the Owner may, also at its sole expense, have an independent stormwater consultant (approved by the City) review the recommended changes and modifications and make only those changes and modifications recommended by the consultant. If the Owner desires to modify the stormwater treatment measures, the Owner must submit a building permit application, complete with plans, to the City for approval.

7. Access to the Property:

The Owner hereby grants permission to the City of Menlo Park, the San Francisco Bay Regional Water Quality Control Board, the San Mateo County Mosquito Abatement District, the San Manteo County Flood Control District, and their authorized agents and employees to enter upon the Property at reasonable times, upon reasonable prior notice, and in a reasonable manner to inspect, assess, or observe the stormwater treatment measure(s) in order to ensure that treatment measures are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever there is a reasonable basis to believe that a violation of this Agreement, the City's stormwater management ordinance, guidelines, criteria, other written direction, or the NPDES Municipal Stormwater Permit and any amendments or reissuances of it is occurring, has occurred, or threatens to occur.

The above listed agencies also have a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of this Agreement, the ordinance, guideline, criteria, permit or other written direction. The agency shall provide reasonable (as may be appropriate for the particular circumstances) notice to the Owner before entering the property and shall minimize interference with the Owner's use of the Property and stormwater treatment measures. Such notice will not be necessary if emergency conditions require immediate remedial action. If it is determined during inspection by an

agency listed above, that the Owner has breached any maintenance obligation, the cost of which is in excess of one thousand dollars (\$1,000.00), the Property Owner agrees to reimburse that agency for the cost and expenses of said inspection.

8. Failure to Maintain Treatment Measures:

The Owner recognizes that use, modification, and proper maintenance of the stormwater treatment measures is for the benefit of all citizens of the City and that the City is an intended third party beneficiary of this Agreement and may, upon notice of hearing, as set forth below, exercise powers of enforcement of this Agreement. If the Owner determines during inspection that the treatment measures requires repair or replacement, the Owner shall make reasonable efforts with ensure that such work shall be performed within sixty (60) days or such later time as may be approved by the City if such work cannot reasonably be completed within sixty (60) days.

In the event the Owner fails to maintain the stormwater treatment measures as required by Exhibit C, the City shall by mail or personal delivery give written notice of the breach of any maintenance obligation to the Owner with a demand that such breach be remedied. If such breach is not remedied within sixty (60) days of the mailing or delivery of such notice, the City shall have standing and the right (but not the obligation) to bring a court action against Owner to enforce such provision.

The notice may also contain a date for a hearing on the matter before a City employee designated by the City (which hearing shall be held no sooner than fifteen (15) days after mailing of such notice), and if after such hearing the City determines that there has been inadequate maintenance, the City shall have the right (but not the obligation) to undertake the maintenance of the treatment measures. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property.

It is expressly understood and agreed that the City is under no obligation to maintain or repair the treatment measures and in no event shall this Agreement be construed to impose any such obligation on the City.

9. Storm Drain Maintenance Within Public Right-of-Way

During the installation of the 12" RCP storm drain lateral, a 4" dry utility conduit was discovered to be in conflict with the proposed location. In order to resolve this conflict, two 6" ductile iron pipes were installed in place of the 12" RCP to gain some clearance between existing conduits. Also, the soil around the existing 4" conduit was over excavated in order to allow the conduit to deflect away from the proposed 6" SD pipes and to allow for a 4" min. high density foam to be installed in between the two pipes. See Off-Site drawing sheet C5.0 for a cross section of this area. Since this storm drain lateral does not comply with the City of Menlo Park standard, it is Owner's responsibility to maintain the two 6" lines up to the connection point.

10. Reimbursement of City Expenditures:

In the event the 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 treatment measures to good working order as indicated in Section 8, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall be liable and responsible to immediately reimburse the City for all funds reasonably expended or shall forfeit any required bond for the cost incurred by the City hereunder.

If these costs are not paid within the prescribed time period, the City may assess the Owner the cost of the work, both direct and indirect and applicable penalties. Such assessment shall constitute a lien against the Property included in this Agreement and may be enforced against the Property, the Owner, and any successor owner of the Property or may be placed on the property tax bill and collected as ordinary taxes by the 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 the City as a result of the Owner's failure to maintain the treatment measures.

In the event of any dispute involving the City enforcing the terms and provisions of this Agreement, or the City exercising any and all legal remedies, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred.

11. Indemnification:

The Owner shall indemnify, hold harmless, and defend the City and its authorized or subsidiary agencies, their officers, officials, agents, employees, and servants from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, payments, or actions of every name, kind and description, including attorney fees claimed, which might arise or be asserted based on negligence or willful misconduct of the Owner or its respective employees, agents, or contractors, brought for, or on account of, injuries to or death of any person or damage to the Property resulting from the performance of any work required by this Agreement by parties, their officers, agents, employees and servants and/or any damages, penalties, claims or injuries resulting from the presence, existence or maintenance of the treatment measures. The duty of the Owner to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event a claim is asserted against the City, its authorized agents, officers, officials, or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the City, its authorized agents, officers, officials, or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith. This section shall not apply to any claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, payments, or claims of every name, kind, and description including attorney fees claimed which arise due solely to the negligence or willful misconduct of the City.

12. No Additional Liability:

It is the intent of this Agreement to insure the property maintenance of the treatment measures by the Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party or damage alleged to result from or caused by storm water runoff.

13. Performance Financial Assurance:

The City may request the Owner to provide a performance bond, security, or other appropriate financial assurance providing for the maintenance of the stormwater treatment measures pursuant to the City's ordinances, guidelines, criteria or written direction.

14. Transfer of Property:

This Agreement shall run in perpetuity as long as the stormwater treatment measures remains in place and is binding upon, and inures to the benefit of, the Owner and their heirs, successors, assigns, executors, administrators, personal and legal representatives. The Owner further agrees whenever the Property or any portion thereof is held, sold, conveyed or otherwise transferred, it shall be subject to this Agreement which shall apply to, bind, and be obligatory to all present and subsequent owner of the Property or any portion thereof.

15. Severability:

The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence, or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Owner is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

16. Recordation:

The Agreement shall be recorded with the County Recorder within twenty (20) days of the date of execution. Recordation shall be at the expense of the Owner. The City reserves the option to record this Agreement.

17. Release of Agreement:

In the event that the City determines that the stormwater treatment measures located on the Property are no longer required, then the City at the request of the Owner, shall execute a release of this Agreement, which the Owner may record in the County Recorder's Office at the Owner's expense. The City reserves the option to record such release of this Agreement. The stormwater treatment measures shall not be removed from the Property unless such a release is so executed and recorded.

18. Effective Date and Modification:

This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified or amended without prior written consent of the City Director of Public Works. Such modifications shall be effective upon the date of execution by the Owner and the City Directory of Public Works shall be recorded. Nothing contained in this section shall limit any other right or remedy which the City may have under its ordinances or state law.

19. Governing Law:

This Agreement shall be governed by the laws of the State of California.

20. Waiver:

Waiver by City of any breach of one or more of these terms, covenants or conditions of this Agreement or any default in the performance of any obligations under this Agreement shall not be construed as waiver of any other term, covenant, condition, or obligation; nor shall a waiver of any incident of breach or default constitute a continuing waver of same.

21. Attorney Fees:

In the event of any litigation arising out of, or to enforce the terms and provisions of, this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs of suit:

22. Entire Agreement:

This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, arrangements, or understandings (oral or written) between or among the parties relating to the subject matter of the Agreement which are not fully expressed herein. This Agreement may not be amended or modified except by a written instrument signed by both parties and recorded in the San Mateo County Recorder's Office.

23. Notice:

All notices or other communications shall be deeded given when: (a) personally delivered, (b) received by overnight courier, or (c) received if mailed by postage prepaid mail to the parties at the addresses set forth below:

City:
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

Owner:
Pollock 1400 ECR Owner, LLC
C/O Pollock Realty Corporation
150 Portola Road
Portola Valley, CA 94028
Attn: Jeff Pollock

Attachments:	Exhibit A	Legal Description of the Property
	Exhibit B	Site Plan
	Exhibit C	Maintenance Plan
	Exhibit D	Inspection and Maintenance Checklists
	Exhibit E	Annual Inspection Report

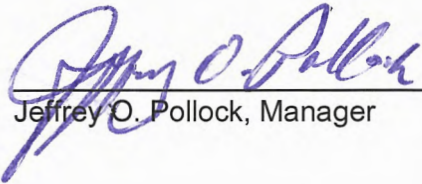
[SIGNATURES APPEAR ON NEXT PAGE]

SIGNATURES

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

OWNER:

Pollock 1400 ECR Owner, LLC,
a Delaware limited liability company

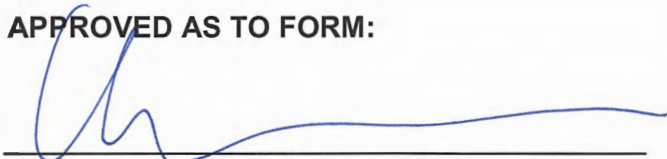


Jeffrey O. Pollock, Manager

November 9, 2018

Date

APPROVED AS TO FORM:

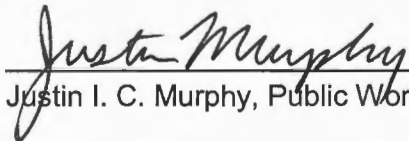


William L. McClure, City Attorney

11/27/18

Date

CITY OF MENLO PARK:

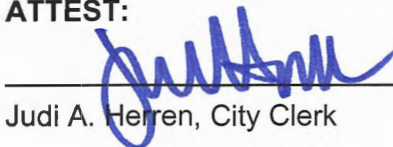


Justin I. C. Murphy, Public Works Director

11/28/18

Date

ATTEST:



Judi A. Herren, City Clerk

11/30/18

Date

ACKNOWLEDGMENT

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 9, 2018 before me, Beatrice Morin, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey O. Pollock,
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 Beatrice Morin (Seal)



**CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT**

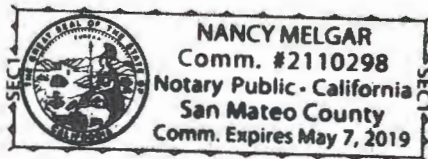
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

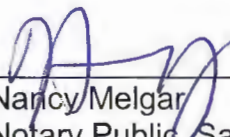
State of California
County of San Mateo County

On November 28th, 2018 before me, Nancy Melgar, Notary Public, personally appeared, Justin I. C. Murphy, 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.





Nancy Melgar
Notary Public, San Mateo County
Commission #2110298
Expires 05-07-2019

Exhibit A
Legal Description of the Property

Real property in the City of Menlo Park, County of San Mateo, State of California, described as follows:

BEING ALL OF LOTS 14, 15 AND 16, AS SAID LOTS ARE SHOWN AND DELINEATED ON THAT CERTAIN MAP ENTITLED "SUBDIVISION OF 11.88 ACRE TRACT NEAR MENLO PARK KNOWN AS DOMINGA TRACT", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN MATEO COUNTY ON NOVEMBER 15, 1895, IN VOLUME B OF ORIGINAL MAPS AT PAGE 49 AND A COPY THEREOF ENTERED IN BOOK 2 OF MAPS AT PAGE 75, RECORDS OF SAN MATEO COUNTY, DESCRIBED AS FOLLOWS:

BEING ALSO ALL OF PARCELS ONE & TWO, AS DESCRIBED IN THAT CERTAIN GRANT DEED, CONVEYED TO POLLOCK 1400 ECR, LLC, RECORDED APRIL 17, 2015 AS INSTRUMENT NO. 2015-038647, OFFICIAL RECORDS OF SAN MATEO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL TWO, SAID CORNER BEING ALSO THE INTERSECTION OF THE NORTHEASTERLY LINE OF EL CAMINO REAL, ALSO KNOWN AS STATE ROUTE 82, BEING 100.00 FEET IN WIDTH, WITH THE NORTHWESTERLY LINE OF GLENWOOD AVENUE, BEING 66.00 FEET IN WIDTH;

THENCE LEAVING SAID CORNER AND ALONG SAID NORTHEASTERLY LINE OF EL CAMINO REAL, NORTH 57°06'19" WEST, 150.00 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL ONE;

THENCE LEAVING SAID CORNER AND ALONG THE NORTHWESTERLY LINE OF SAID PARCEL ONE, NORTH 32°49'39" EAST, 149.97 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL ONE;

THENCE LEAVING SAID CORNER AND ALONG THE NORTHEASTERLY LINE OF SAID PARCELS ONE AND TWO, SOUTH 57°04'08" EAST, 150.00 FEET TO SAID NORTHWESTERLY LINE OF GLENWOOD AVENUE;

THENCE ALONG SAID NORTHWESTERLY LINE OF GLENWOOD AVENUE, SOUTH 32°49'39" WEST, 149.88 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS PURSUANT TO "NOTICE OF MERGER" RECORDED MAY 25, 2016 AS INSTRUMENT NO. 2016-050251 OF OFFICIAL RECORDS.

APN: 061-422-510

JPN: 061-042-422-19A and 061-042-422-33A

Exhibit C
Maintenance Plan

(see attached)

Site Housekeeping

1 Objective

To reduce impacts from storm water runoff by developing and implementing good housekeeping practices.

2 General Housekeeping

- 2.1 Keep parking areas, material storage and staging areas clean and orderly.
- 2.2 Establish a daily checklist to confirm cleanliness and adherence to proper storage and security. Where feasible, individual employees should be assigned specific inspection responsibilities and given the authority to remedy any problems found.
- 2.3 Post “No Littering” signs and enforce anti-littering laws.
- 2.4 Dispose of wash water properly. Wash water shall not be allowed to flow to the storm drain system.
- 2.5 Sediment and sweeping debris shall be properly disposed.

3 Mechanical Sweeping

- 3.1 Mechanical sweeping shall be performed on a scheduled basis. The frequency of mechanical sweeping shall be based on visual observation of waste accumulation.
- 3.2 Mechanical sweeping equipment shall only be used by personnel trained in using mechanical sweeping equipment.
- 3.3 Mechanical sweeping of all outside equipment staging areas, materials storage areas and parking areas shall be performed at least once prior to the onset of the wet season (October 15).
- 3.4 Mechanical sweeping shall be coordinated with maintenance activities on other storm water treatment measures located on the site.
- 3.5 Dispose of debris properly.

4 Manual Sweeping

- 4.1 Manual sweeping shall be used in areas where mechanical sweeping cannot be effectively implemented.
- 4.2 Manual sweeping shall be coordinated with maintenance activities on other storm water treatment measures located on the site.

- 4.3 Dispose of debris properly.

5 Surface Cleaning

- 5.1 Surface cleaning shall be used in areas where heavy oil deposits are encountered.
- 5.2 Dry cleaning methods (e.g. application of absorbent followed by sweeping and vacuuming) shall be employed first to prevent the discharge of pollutants to the storm drain system.
- 5.3 If wet cleaning is required to effectively remove pollutants, all wash water shall be collected and disposed to landscape or the sanitary sewer, as appropriate. If discharge to the sanitary sewer is necessary, prior approval from your sanitary district is required.

West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025
650.321.0384

- 5.4 Dispose of debris properly.

6 Disconnected Downspouts

- 6.1 Do not connect roof downspouts to the storm drain system without approval from the City.
- 6.2 Inspect downspouts and gutters in the autumn and spring to check for sagging, leaking, or loose areas.
- 6.3 Prior to the rainy season, clean out accumulated leaves and other debris.
- 6.4 Test whether downspout is clear of debris by inserting a water hose into gutters, turn on water and allow it to flow through the downspout.
- 6.5 Inspect underneath downspouts. Look for pooling; if present, place river rocks or cobbles at the discharge point to eliminate puddles. Inspect splash blocks and sleeves (if present) to ensure they are intact and well positioned to accept stormwater and direct it into landscaping. There should be a slight tilt to the splash block, leading stormwater away from the foundation.

- 6.6 Inspect surrounding landscaping to ensure erosion is not present. If erosion is evident, install splash block or cobblestones immediately under the downspout to spread the energy of the water flow.

7 Private Storm Drain Stencils

Projects that include any storm drain stencils on private property are required to replace stencils that have popped off or have been damaged to the extent where the inscription is illegible. Contact the City of Menlo Park at (650) 853-3197-4570 for assistance.

8 Vector Control

- 8.1 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.

The San Mateo County Mosquito & Vector Control District

<http://www.smcmad.org/>

1351 Rollins Road

Burlingame CA 94010

(650)344-8592

Pesticide Reduction Plan and Measures

1 Objectives

To reduce or eliminate the use of chemicals necessary to prevent pests of the landscape and to reduce the potential for pesticides to runoff the landscape.

2 Pesticide Reduction Measures

- 2.1 Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
- 2.2 Use geotextiles and apply 2-4 inches of mulch to exposed soils to prevent weed growth.
- 2.3 Replace problem plants with locally adapted, pest resistant plants. Do not plant invasive species.
- 2.4 Prune plants properly and at the appropriate time of year.
- 2.5 Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable.
- 2.6 Provide adequate irrigation for landscape plants. Do not over water.
- 2.7 Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
- 2.8 If chemical controls are necessary, use least-toxic pesticide first. Avoid the use of broad-spectrum pesticides.
- 2.9 Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
- 2.10 Only licensed, trained pesticide applicators shall apply pesticides.
- 2.11 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.
- 2.12 Unwanted/unused pesticides shall be disposed as hazardous waste.

Exhibit D
Inspection and Maintenance Checklists

(see attached)

**Non-Proprietary Media Filter
Inspection and Maintenance Checklist**

Property Address: 1400 El Camino Real, Menlo Park, CA 94025 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 needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Sediment, trash and debris accumulation	Sediment, trash and debris accumulated in the sedimentation basin, riser pipe and filter bed. Filter does not drain as specified.			Sediment, trash and debris removed from sedimentation basin, riser pipe and filter bed and disposed of properly. Filter drains per design specifications.
2. Standing water	Non-proprietary media filter does not drain within five days after rainfall.			Clogs removed from sedimentation basin, riser pipe and filter bed. Filter drains per design specifications.
3. Mosquitoes	Evidence of mosquito larvae in non-proprietary media filter.			Clogs removed from sedimentation basin, riser pipe and filter bed. Filter drains per design specifications.
4. Filter bed	Overall media depth 300 millimeters (12 inches) or less.			Media depth restored to 450 millimeters (18 inches).
5. Miscellaneous	Any condition not covered above that needs attention in order for the non-proprietary media filter to function as designed.			Meet the design specifications.

Flow-Through Planter Inspection and Maintenance Checklist

Property Address: _____ Property Owner: _____

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

Inspector(s): _____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
2. Soil	Soil too deep or too shallow.			Soil is at proper depth (per soil specifications) for optimum filtration and flow.
3. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.
4. Sediment, Trash and Debris Accumulation	Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain as specified.			Sediment, trash and debris removed from flow-through planter and disposed of properly. Planter drains within 3-4 hours.
5. Clogs	Soil too deep or too shallow. Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain within five days after rainfall.			Planter drains per design specifications.
6. Downspouts and Sheet Flow	Flow to planter is impeded. Downspouts are clogged or pipes are damaged. Splash blocks and rocks in need of repair, replacement or replenishment.			Downspouts and sheet flow is conveyed efficiently to the planter.
7. Overflow Pipe	Does not safely convey excess flows to storm drain. Piping damaged or disconnected.			Overflow pipe conveys excess flow to storm drain efficiently.
8. Structural Soundness	Planter is cracked, leaking or falling apart.			Cracks and leaks are repaired and planter is structurally sound.
9. Miscellaneous	Any condition not covered above that needs attention in order for the flow-through planter to function as designed.			Meet the design specifications.

Exhibit E
Annual Inspection Report
For Stormwater Treatment Measure(s)

(see attached)

Exhibit E

Annual Inspection Report For Stormwater Treatment Measure(s)

This report and the attached Inspection and Maintenance Checklist(s) document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City of Menlo Park and the property owner during the annual reporting period indicated below.

I. Property Information:

Property Address: _____

Property APN: _____

Property Owner: _____

II. Contact Information:

Name of Inspector completing this report: _____

Office Phone: _____

Cell Phone: _____

FAX: _____

Email: _____

Name of Inspector's Employer: _____

Office Phone: _____

Cell Phone: _____

FAX: _____

Email: _____

Address to which correspondence regarding this report should be directed:

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the treatment measure(s) during the calendar year: _____.

IV. Stormwater Treatment Measure Information:

The following stormwater treatment measure(s) are located on the property identified above and are subject to the Maintenance Agreement:

Number	Name of Treatment Measure	Location of Treatment Measure on the Property

V. Summary of Inspections and Maintenance:

Summarize the following information using the attached Inspection and Maintenance Checklists:

Number	Date of Inspection	Date of Operation and Maintenance Activities Performed	Activities Performed

VI. Sediment Removal:

Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: _____ cubic yards.

How was sediment disposed of?

- landfill
- on-site as described in and allowed by the maintenance plan
- other: please explain _____

VII. Certification:

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete.

Signature of Inspector

Date

Type or Print Name

RETURN TO: Stormwater Coordinator, City of Menlo Park, 701 Laurel St., Menlo Park, CA 94025, (650) 330-6740, FAX (650) 327-5497

Appendix 5.9

SAMPLE BMP INSPECTION & MAINTENANCE FORM

Date: _____

Responsible Inspector: _____

LANDSCAPE MAINTENANCE

<u>Location</u>	<u>Date</u>	<u>Observations</u> Maintenance or Repair Needed? Debris? Erosion Problems?	<u>Action Taken</u>	<u>Date</u> <u>Completed</u>

STORM DRAINAGE COLLECTION SYSTEM MAINTENANCE

<u>Location</u>	<u>Date</u>	<u>Observations</u> Debris or Sediment? Silt Accumulation?	<u>Action Taken</u>	<u>Date</u> <u>Complete</u> <u>d</u>

1. STORMWATER TREATMENT SYSTEM MAINTENANCE

<u>Location</u>	<u>Date</u>	<u>Observations</u> Flow Obstructions? Overflow Drain Obstructions? Debris or Sediment? Erosion Problems?	<u>Action Taken</u>	<u>Date</u> <u>Complete</u> <u>d</u>

SAMPLE FORM ONLY
INSPECTOR/OWNER TO EXPAND AND MODIFY AS NECESSARY

Appendix 5.10

Employee Training Program Table

Table A-4: Employee Training Program

Name of Responsible Party responsible for training: _____		
Provide the following information:		
Address _____		
Phone _____ Fax _____ E-mail: _____		
Description of Items for Training (e.g. maintenance, inspection, pesticide use, others as applicable to site)	Training Schedule	Employees To Be Trained (Job Category or Title)
Maintenance	Yearly	HOA Members
Inspection	Yearly	HOA Members