

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

2019-025102

3:05 pm 04/08/19 AG Fee: NO FEE

Count of Pages 26

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* \$ R 0 0 0 2 6 8 4 4 6 2 \$ *

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)

26

STORMWATER TREATMENT CONSTRUCTION AND MAINTENANCE AGREEMENT AT 133 ENCINAL AVENUE

This Stormwater Treatment Construction and Maintenance Agreement ("Agreement") is dated this 4 day of April, 2019, and is by and between the City of Menlo Park, a political subdivision of the State of California, hereinafter referred to as "City", and Pulte Home Company, LLC, ("Owner") as the owner of the real property commonly known as 133 Encinal Avenue, 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 133 Encinal Avenue, 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 PROJECT ; 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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Governing Law:

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

19. 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.

20. 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:

21. 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.

22. 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

Pulte Home Company, LLC
4511 Willow Rd., Ste 8
Pleasanton, CA94588

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:



Signature


3.8.19

Date

AARON HEAD, VP OF LAND PLANNING / DEVELOPMENT

Name

APPROVED AS TO FORM:



William L. McClure, City Attorney

4/2/19

Date

CITY OF MENLO PARK:



Justin I. C. Murphy, Public Works Director

4/4/19

Date

ATTEST:



Judi A. Herren, City Clerk

4/4/19

Date

CALIFORNIA ALL-PURPOSE 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.

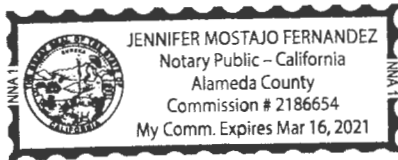
State of California)

County of Alameda)

On March 8, 2019 before me, Jennifer Mostajo Fernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Aaron Head
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.



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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

**CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT**

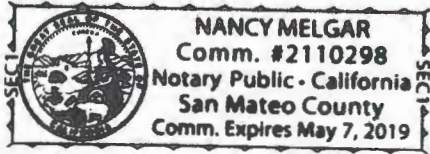
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo County

On April 4th, 2019 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



**Civil
Engineering
Associates**

133 Encinal Avenue
Stormwater Treatment Construction and
Maintenance Agreement Exhibits

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY



**Civil
Engineering
Associates**

2055 Gateway Place
Suite 550
San Jose, CA 95110
Phone: (408) 453-1066
Fax: (408) 453-1060

March 13, 2019

JOB NO. 16-122

**EXHIBIT "A"
LEGAL DESCRIPTION
133 ENCINAL AVENUE**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK,
COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 1 AS SHOWN UPON THAT CERTAIN SUBDIVISION MAP
ENTITLED "FINAL MAP - MARQUIS (133 ENCINAL AVENUE) FOR CONDOMINIUM
PURPOSES" WHICH WAS FILED FOR RECORD MAY 9TH, 2018 IN BOOK 141 OF
MAPS, PAGES 96-98 OF RECORDS OF SAID SAN MATEO COUNTY.

CONTAINING 1.736 ACRES MORE OR LESS

THIS DESCRIPTION WAS PREPARED BY ME OR PREPARED UNDER MY
DIRECTION.

ANDREW TURNER
P.L.S. 9104
CIVIL ENGINEERING ASSOCIATES, INC.



3/13/2019
DATE

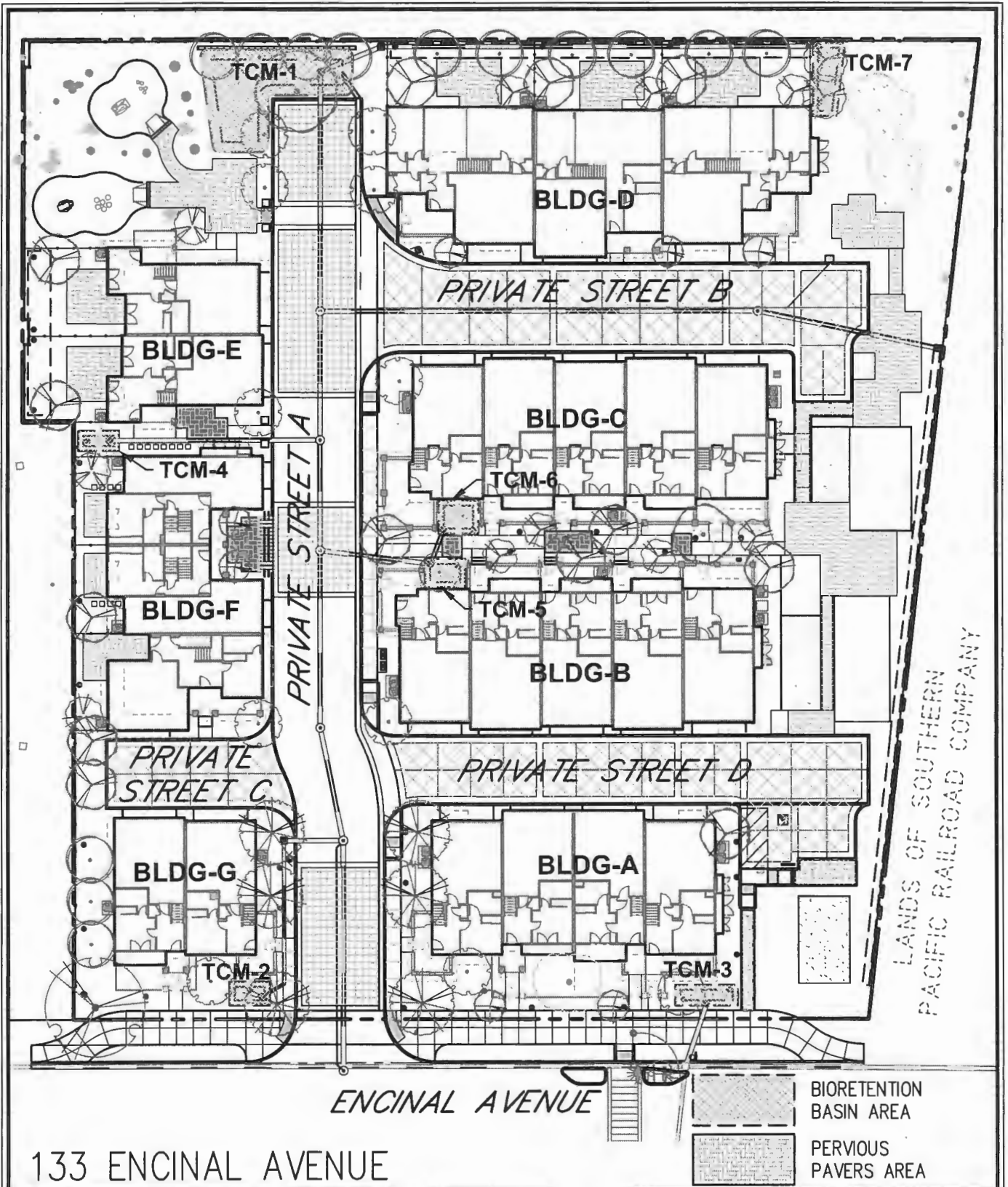


**Civil
Engineering
Associates**

133 Encinal Avenue
Stormwater Treatment Construction and
Maintenance Agreement Exhibits

EXHIBIT B
SITE PLAN

16-122 O&M Site Plan_2019-03-13.dwg Mar 13, 2019



133 ENCINAL AVENUE

EXHIBIT B - SITE PLAN



Civil Engineering Associates

Civil Engineers • Planners • Surveyors

2055 Gateway Place Suite 550
San Jose, CA 95110
T: (408) 453-1066

BY:	GMG	
DATE:	3/13/19	
SCALE:	1"=40'	1
JOB NO.	16-122	SHT.NO.



**Civil
Engineering
Associates**

133 Encinal Avenue
Stormwater Treatment Construction and
Maintenance Agreement Exhibits

EXHIBIT C

MAINTENANCE PLAN

**Bioretention Area¹ Maintenance Plan for
133 Encinal Avenue**

March 2019



Bioretention areas function as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. These facilities normally consist of a grass buffer strip, sand bed, ponding area, organic layer or mulch layer, planting soil, and plants.

Project Address and Cross Streets _____

Assessor's Parcel No.: _____

Property Owner: _____

Phone No.: _____

Designated Contact: _____

Phone No.: _____

Mailing Address: _____

The property contains seven bioretention areas as shown in the attached site plan included as exhibit B to this agreement. The bioretention areas are noted on exhibit B as "TCM-1" through "TCM-7."

I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Bioretention Areas		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area to ensure that it drains between storms and within five days after rainfall.	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Remove and replace all dead and diseased vegetation.	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance.	Before wet season begins, or as needed

¹ Bioretention areas include linear treatment measures designed to filter water through biotreatment soils. A bioretention area that has no waterproof liner beneath it and has a raised underdrain in the underlying rock layer to promote infiltration, as shown in Section 6.1 of the C.3 Technical Guidance, may also be called a "bioinfiltration area".

² Attached site plan must match the site plan exhibit to Maintenance Agreement.

Table 1 Routine Maintenance Activities for Bioretention Areas		
6	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary before wet season begins.	Monthly
7	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

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.

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](mailto:info@smcmad.org)

Bioretention Area Maintenance Plan
Property Address: 133 Encinal Avenue

Date of Inspection: _____
Treatment Measure No.: _____

IV. Inspections

The attached Bioretention Area Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Pervious Paver Maintenance Plan

March 2019

Project Address and Cross Streets: 133 Encinal Avenue

Assessor's Parcel No.: _____

Property Owner: _____ Phone No.: _____

Designated Contact: _____ Phone No.: _____

Mailing Address: _____

The property contains both pervious and impervious paver areas distributed throughout the site. Only the pervious paver areas require the maintenance activities described below. These specific areas are shown with a distinctive pattern on Exhibit B. For more information, consult the project improvement plans on file with the City of Menlo Park

I. Routine Maintenance Activities

Types of pervious pavement include pervious concrete, porous asphalt, and permeable interlocking concrete pavement (PICP), concrete grid pavers, and plastic reinforcement grid pavers. The principal maintenance objective is to prevent sediment buildup and clogging, which reduces infiltration capacity and pollutant removal efficiency. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1		
Routine Maintenance Activities for Pervious Paving Areas		
No.	Maintenance Task	Frequency of Task
1	Check for sediment and debris accumulation. Prevent soil from washing or blowing onto the pavement. Do not store sand, soil, mulch or other landscaping materials on pervious pavement surfaces.	Two to four times annually
2	Conduct preventative surface cleaning, using commercially available regenerative air or vacuum sweepers, to remove sediment and debris.	Two to four times annually
3	Inspect for any signs of pavement failure. Repair any surface deformations or broken pavers. Replace missing joint filler in PICP.	Two to four times annually
4	Check for standing water on the pavement surface within 30 minutes after a storm event.	Two to four times annually
5	Inspect underdrain outlets and cleanouts, preferably before the wet season. Remove trash/debris.	Two to four times annually
6	Remove sediment and debris accumulation on pervious pavement.	Two to four times annually
7	Remove weeds. Mow vegetation in grid pavements (such as turf block) as needed.	As needed
8	Perform restorative surface cleaning with a vacuum sweeper, and/or reconstruction of part of the pervious surface to restore surface permeability as needed. Replenish aggregate in PICP joints or grids as needed after restorative surface cleaning.	As needed
9	Power washing with simultaneous vacuuming also can be used to restore surface infiltration to highly clogged areas of pervious concrete, porous asphalt or PICP, but is not recommended for grid pavements.	As needed
10	Inspect pervious paving area using the attached inspection checklist.	Quarterly or as needed

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

Pervious Pavement Maintenance Plan
Property Address: 133 Encinal Avenue

Date of Inspection: _____
Treatment Measure No.: _____

II. Use of Pesticides

Do not use pesticides or other chemical applications to control weeds or unwanted growth near pavement or between pavers.

III. Vector Control

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 Santa Clara Valley Vector Control District (District). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the District, and then only by a licensed professional or contractor. Contact information for the District is provided below.

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 Pervious Pavement Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.



**Civil
Engineering
Associates**

133 Encinal Avenue
Stormwater Treatment Construction and
Maintenance Agreement Exhibits

EXHIBIT D
INSPECTION AND MAINTENANCE
CHECKLISTS

Bioretention Area Inspection and Maintenance Checklist

Property Address: 133 Encinal Avenue, Menlo Park CA

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. Standing Water	When water stands in the bioretention area between storms and does not drain within five days after rainfall.			There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. 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.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meet the design specifications.

**Pervious Pavement
Inspection and Maintenance Checklist**

Property Address: 133 Encinal Avenue, Menlo Park CA

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. Standing Water	Water stands in the pervious pavement and does not drain within 30 minutes after storm event			There should be no areas of standing water once storm event has ceased. Restorative surface cleaning with a vacuum sweeper and/or reconstruction of part of the pervious surface may be required.
2. Trash, or Sediment and Debris Accumulation	Trash, sediment or debris accumulated on pervious pavement			Trash and debris removed from pervious pavement and disposed of properly. Adjacent areas do not contribute to sediment and debris.
3. Damage	Surface deformation or broken pavers			Surface restored; no deformation or broken pavers.
4. Vegetation	Weeds growing on pervious pavement			No weeds on pervious pavement.
5. Underdrain Outlets	Water accumulates due to trash/sediment accumulation in outlets.			No standing water observed. Clean underdrain outlets and cleanouts.
6. Miscellaneous	Any condition not covered above that needs attention in order for the pervious pavement to function as designed.			Meets the design specifications.



**Civil
Engineering
Associates**

133 Encinal Avenue
Stormwater Treatment Construction and
Maintenance Agreement Exhibits

EXHIBIT E
ANNUAL INSPECTION REPORT

**Stormwater Treatment Measure Operation and Maintenance
Inspection Report to the City of Menlo Park California**

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

I. Property Information:

Property Address or APN: 133 Encinal Avenue, Menlo Park CA

Property Owner: _____

II. Contact Information:

Name of person to contact regarding this report: _____

Phone number of contact person: _____ 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 identified treatment measures during the time period from _____ to _____.

IV. Stormwater Treatment Measure Information:

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

Identifying Number of Treatment Measure	Type 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:

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments

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?

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

VII. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

VIII. Certification:

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

Signature of Property Owner or Other Responsible Party

Date

Type or Print Name

Company Name

Address

Phone number: _____ Email: _____