

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY CLERK
CITY OF REDWOOD CITY
P.O. BOX 391
1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94064

2020-036923 CONF

3:11 pm 04/23/20 AG Fee: NO FEE

Count of pages 20

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



SPACE ABOVE RESERVED FOR RECORDER'S USE
Exempt from recording fee per Gov. Code § 27383.

**STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT
1180 Main Street**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into MARCH 16, 2020 ("Effective Date"), by and between the City of Redwood City ("City") and Premia 1180 Main Owner, LLC, a Delaware limited liability company ("Property Owner") (together, the "Parties").

RECITALS

A. 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").

B. 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.

C. Property Owner is the owner of real property commonly known as 1180 Main Street, Redwood City, CA (the "Property"), as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

D. 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."

E. Attached hereto as Exhibit "C" and incorporated herein by this reference, is an "Inspection and Maintenance Checklist" which describes Property Owner's maintenance activities to be performed pursuant to this Agreement.

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

G. 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.

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

I. 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.

J. 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 benefit received by Property Owner as a result of City's approval of the Site Plan, Property Owner hereby covenants and agrees with City 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. 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.

6. 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.

7. 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.

8. 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 and opportunity to cure as determined by City 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.

9. 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 8, 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).

10. 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 10 will survive the early termination of this Agreement.

11. Insurance. Property Owner will obtain and maintain in full force and effect during the term of this Agreement the following insurance policies:

11.1 General Liability. Property Owner shall maintain commercial general liability and excess liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in a combined amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Property Owner's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

11.2 Workers' Compensation. At any time Property Owner has direct employees, Property Owner shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). Property Owner shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

11.3 Auto Liability. At any time Property Owner has direct employees or

owns any motor vehicles, Property Owner shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars (\$1,000,000) per accident.

11.4 Any deductibles or self-insured retentions must be declared to, and approved by City.

11.5 Concurrently with the execution of this Agreement, Property Owner will furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City will have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;

(b) Naming City, its Council, commissions, boards, committees, officers, employees and agents as additional insureds; and

(c) Providing that Contractor's insurance will be primary insurance relating to Contractor's work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees and agents will not be excess of Contractor's insurance and will not be contributory with it. Such insurance will also specifically insure any contractual liability assumed by Property Owner under the terms of this Agreement, including, but not limited to, the provisions of subsection (a) above.

11.6 In the event that Property Owner's insurance is cancelled, Property Owner will provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

12. 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.

13. 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.

14. 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:

Premia 1180 Main Owner, LLC
801 Hamilton Ave
Redwood City, CA 94063
(650) 600 - 7431
Attn: Michael Halow

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.

15. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

16. Paragraph Headings; Recitals. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof. The above recitals are incorporated by reference as though fully set forth herein.

17. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, embody the entire agreement and understanding between the Parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.

18. Severability. The provisions of this Agreement will 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 Property Owner is held invalid, this will not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

19. 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. 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.

20. Assignment by Developer. Developer covenants, for itself and its successors and assigns, not to sell, transfer or otherwise dispose of ownership of the Property, unless the prospective purchaser, transferee or assignee expressly promises in writing to be bound by all of the provisions hereof, including the covenant in this Section 15 to require

successors to expressly assume the obligations herein in a form reasonably acceptable to the City Attorney. Upon such successor assuming all obligations and agreeing to be bound by this Agreement, such party shall constitute the "Developer" hereunder and all predecessors-in-interest to such party shall be fully relieved of the obligations hereunder and shall have no liability for any default or failure to perform occurring from and after the date of such assignment and assumption.

21. 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 in the County Recorder's Office 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.

22. Attorneys' Fees. 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.

23. Effective Date and Modification. This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement will not be modified except by written instrument executed by City and Property Owner at the time of modification. Such modifications will be effective upon the date of execution and will be recorded.

[Signature Page Follows]

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

PROPERTY OWNER

PREMIA 1180 MAIN OWNER, LLC,
a Delaware limited liability company

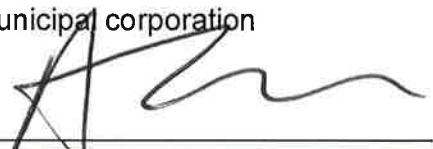
By: 

Name: Michael Halow
Title: Managing Member

[Signature must be notarized]

CITY

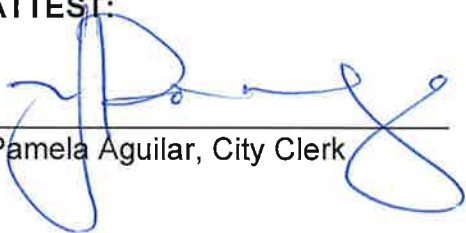
CITY OF REDWOOD CITY, a
municipal corporation



~~Melissa Stevenson Diaz, City Manager~~
Alex Khojikian, Assistant City Manager

[Signature must be notarized]

ATTEST:


For Pamela Aguilar, City Clerk

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)

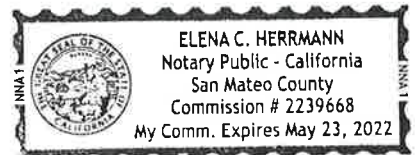
On February 26, 2020 before me, Elena C Herrmann, Notary Public
(insert name and title of the officer)

personally appeared Michael Halow,
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 Elena C Herrmann (Seal)



CALIFORNIA ACKNOWLEDGMENT

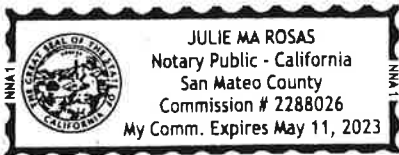
CIVIL CODE § 1189

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 March 16, 2020 before me, Julie Ma Rosas, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alex Khojikian
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 Julie Ma Rosas
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: STMMA- 1180 Main
Document Date: 3-16-2020 Number of Pages: 18
Signer(s) Other Than Named Above: N/A

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



November 12, 2019
BKF No. 20170253
Page 1 of 1

Legal Description

1180 and 1190 Main Street, Redwood City, CA

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

Being Lots 1 and 2, as shown on that certain Parcel Map No. 2010-01, filed for record on March 22, 2011, in Book 79 of Maps at Pages 74 through 76 inclusive, Records of San Mateo County, California.

Containing an area of 1.312 acres, more or less.

Being also San Mateo County Assessor's Parcel Numbers 053-147-060 and 053-147-070 per Roll Year 2019-2020.

This legal description was prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

John Koroyan

John Koroyan
P.L.S. No. 8883

NOV. 12, 2019
Date



NOTES

- 1. REFER TO EXHIBIT A FOR LEGAL DESCRIPTION.
- 2. SEE SHEET B-2 FOR SCHEMATIC-STORMWATER PLAN.

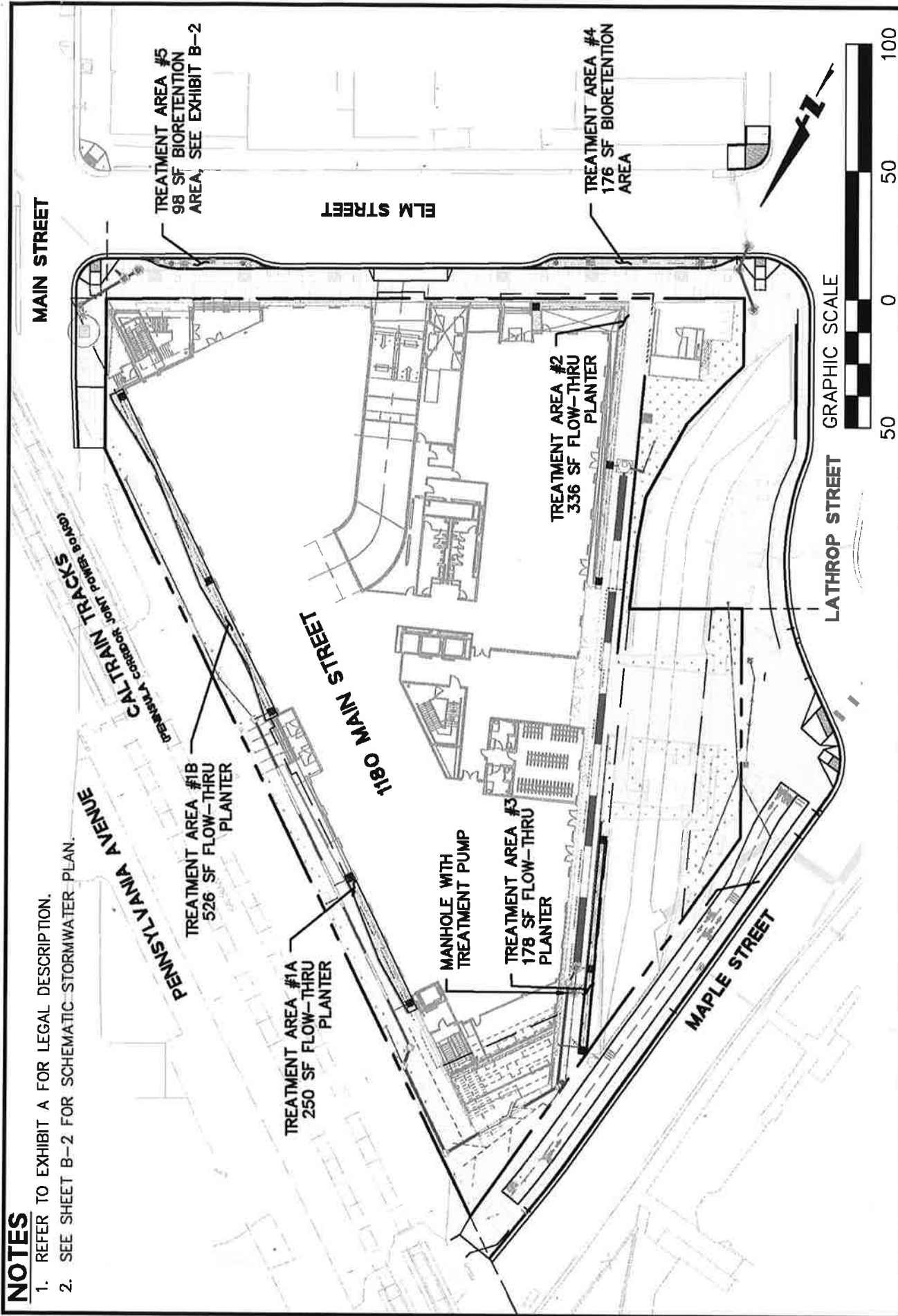
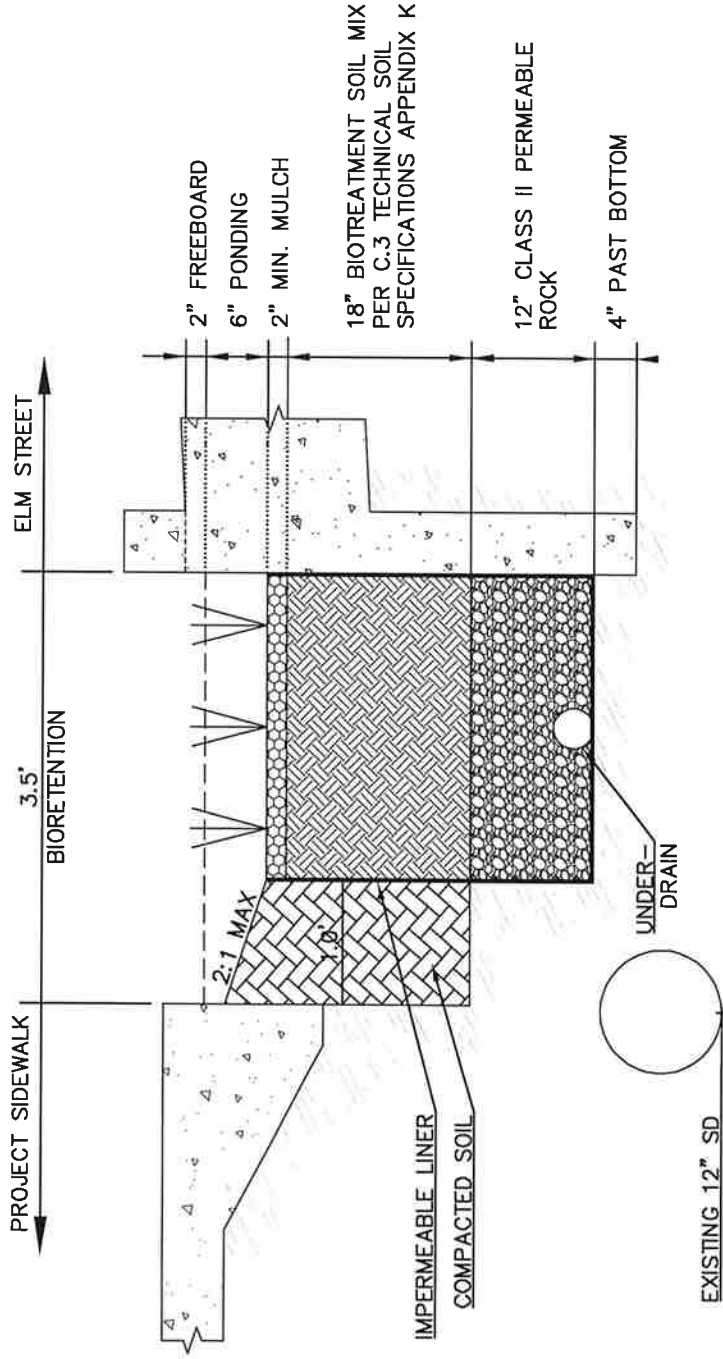


EXHIBIT B-1: OVERALL STORMWATER PLAN
1180 MAIN STREET
STORMWATER MAINTENANCE AGREEMENT

255 SHORELINE DRIVE SUITE 200
 REDWOOD CITY, CA 94065
 650/482-6500
 650/482-6399 (FAX)





TYPICAL ELM STREET BIORETENTION SECTION

NTS

255 SHORELINE DRIVE SUITE 200
 REDWOOD CITY, CA 94065
 650/482-6300
 650/482-6399 (FAX)

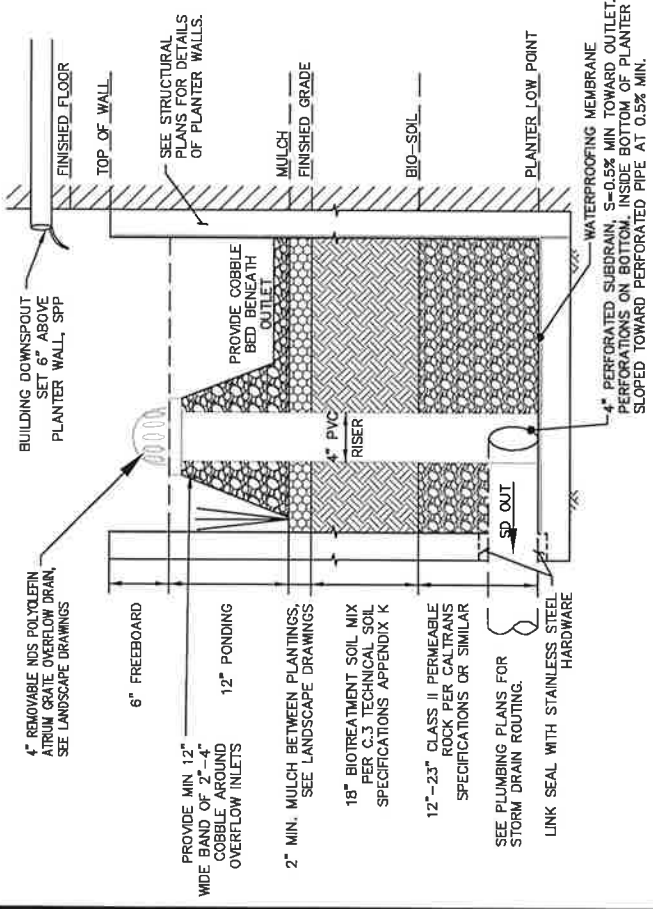
EXHIBIT B-2: BIORETENTION DETAIL
1180 MAIN STREET
STORMWATER MAINTENANCE AGREEMENT

Job No. 20170253

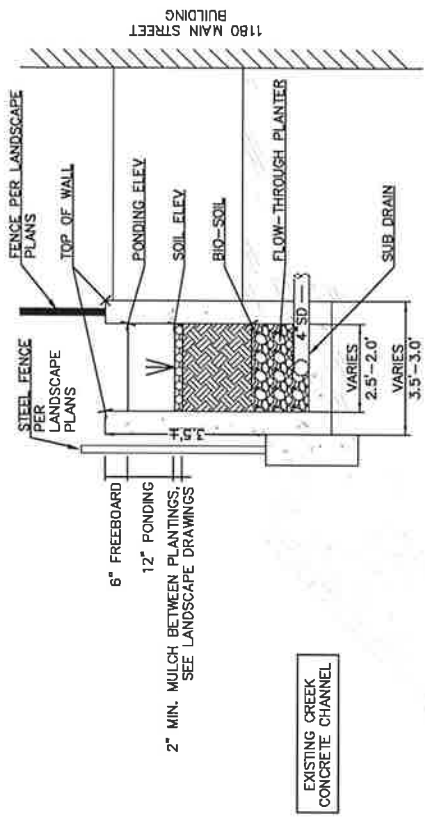
Date 02/06/2020

Sheet 2 of 3





SECTION A (PLANTERS ADJACENT BUILDING)



SECTION B (PLANTERS ADJACENT CREEK WALL)

FLOW-THROUGH PLANTER

NTS

EXHIBIT B-3: FLOW THROUGH PLANTER

1180 MAIN STREET

STORMWATER MAINTENANCE AGREEMENT



255 SHORELINE DRIVE SUITE 200
 REDWOOD CITY, CA 94065
 650/482-6300
 650/482-6399 (FAX)

Job No. 20170253

Date 02/06/2020

Sheet 3 of 3

**Bioretention Area¹ Maintenance Plan for
1180 Main Street**

02/11/2020



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 ponding area, mulch layer, vegetation and biotreatment soil mix.

Project Address and Cross Streets _____
1180 Main Street Redwood City, CA 94063
NE of intersection of Main Street and Elm Street

Assessor's Parcel No.: 053-147-060, 053-147-070

Property Owner: Premia 1180 Main Owner, LLC

Phone No.: (650) 600-7430

Designated Contact: Gloria Arteaga

Phone No.: (650) 600-7432

Mailing Address: 801 Hamilton Street
Redwood City, CA 94063

The property contains 2 bioretention area(s), located as described below and as shown in the attached site plan².

- **Treatment Area #4** is located at the North end of Elm Street
- **Treatment Area #5** is located at the South end of Elm Street

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. If ponded water does not drain within five days, check if drains are clogged or consider removing the surface biotreatment soil and replacing with the approved soil mix and replant	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

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		
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
6	Inspect and, if needed, add mulch before the wet season begins. It is recommended that composted arbor mulch be applied once a year to maintain a 3" depth of mulch over all bare soil areas except within six inches of tree trunks.	Before wet season begins, or as needed
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

Do not use pesticides or other chemical applications to treat diseased plants, control weeds or removed unwanted growth. Employ non-chemical controls (biological, physical and cultural controls) to treat a pest problem. Prune plants properly and at the appropriate time of year. Provide adequate irrigation for landscape plants. Do not over water.

III. Mosquito Abatement

Standing water should 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 should 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.

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

Bioretention Area 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
 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. 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 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.

**Flow-Through Planter Maintenance Plan for
1180 Main Street
02/11/2020**



Flow-through planters are designed to treat and temporarily detain runoff without allowing seepage into the underlying soil. They typically receive runoff via downspouts leading from the roofs of adjacent buildings.

Project Address and Cross Streets _____
 1180 Main Street Redwood City, CA 94063
 NE of intersection of Main Street and Elm Street

Assessor's Parcel No.: _____ 053-147-060, 053-147-070

Property Owner: _____ Premia 1180 Main Owner, LLC

Phone No.: _____ (650) 600-7430

Designated Contact: _____ Gloria Arteaga

Phone No.: _____ (650) 600-7432

Mailing Address: _____ 801 Hamilton Street
 _____ Redwood City, CA 94063

The property contains 4 flow-through planter(s), located as described below and as shown in the attached site plan:

- **Treatment Area #1A** is located adjacent to the Caltrain Tracks, at the North end
- **Treatment Area #1B** is located adjacent to the Caltrain Tracks, at the South end
- **Treatment Area #2** is located at the South corner of the building, closest to Elm and Lathrop
- **Treatment Area #3** is located between the creek and the building, close to Maple Street

I. Routine Maintenance Activities

The principal maintenance objectives are to ensure that water flows unimpeded into the flow-through planter and landscaping remains attractive in appearance. Table 1 shows the routine maintenance activities, and the frequency at which they will be conducted.

Table 1 Routine Maintenance Activities for Flow-Through Planters		
No.	Maintenance Task	Frequency of Task
1	Evaluate health of trees and groundcover. Remove and replace all dead and diseased vegetation.	Twice a year
2	Maintain vegetation and the irrigation system. Prune and weed to keep flow-through planter neat and orderly in appearance.	As needed
3	Check that mulch is 3" deep and replenish as necessary. It is recommended that composted arbor mulch be applied once per year to maintain the 3" depth in all bare soil areas except within six inches of tree trunks.	As needed
4	Check that soil is at appropriate depth. Till or replace soil with the approved biotreatment soil mix as necessary to maintain a minimum of 6 inches between top of mulch and overflow weir.	Before wet season and as necessary
5	Remove accumulated sediment, litter and debris from flow-through planter and dispose of properly. Confirm that no clogging will occur and that the box will drain within three to four hours.	Before wet season and as necessary
6	Inspect flow-through planter to ensure that there are no clogs. Test with garden hose to confirm that the planter will drain within three to four hours.	Monthly during the wet season, and as needed after storm events

Table 1 Routine Maintenance Activities for Flow-Through Planters		
7	Inspect downspouts from rooftops and sheet flow from paved areas to ensure flow to planter box is unimpeded. Remove debris and repair damaged pipes. Check splash blocks or rocks and repair, replace and replenish as necessary.	Monthly during the wet season, and as needed after storm events
8	Inspect overflow pipe to ensure that it will safely convey excess flows to storm drain. Repair or replace any damaged or disconnected piping.	Before the wet season, and as necessary
9	Inspect flow-through planter to ensure that box is structurally sound (no cracks or leaks). Repair as necessary.	Annually
10	Inspect flow-through planter using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

II. Prohibitions

Do not use pesticides or other chemical applications to treat diseased plants, control weeds or removed unwanted growth. Employ non-chemical controls (biological, physical and cultural controls) to treat a pest problem. Prune plants properly and at the appropriate time of year. Provide adequate irrigation for landscape plants. Do not over water.

III. Mosquito Abatement

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.

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

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
 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. 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.