



City of Foster City

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

CORPORATION YARD
100 LINCOLN CENTRE DRIVE
FOSTER CITY, CA 94404-1149
(650) 286-8140 • FAX (650) 349-7204

September 15, 2014

Mr. Bruce H. Wolfe
Executive Officer
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612

Subject: **City of Foster City**
FY 2013/14 Annual Report

Dear Mr. Wolfe:

This letter and Annual Report with attachments is submitted by the **City of Foster City** pursuant to Permit Provision C.16.a of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2009-0074, NPDES Permit No CAS612008 issued by the San Francisco Bay Regional Water Quality Control Board. The Annual Report provides documentation of compliance activities conducted during FY 2013/14 and related accomplishments.

Please contact Norman Dorais at 650-286-3279 regarding any questions or concerns.

Very truly yours,

Norman Dorais, P.E.

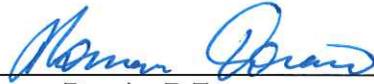
Duly Authorized Representative
Public Works Maintenance Manager

**CITY OF FOSTER CITY
FY 2013/14 ANNUAL REPORT**

Certification Statement

"I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Duly Authorized Representative:



Norman Dorais, P.E.
Public Works Maintenance Manager

9/12/2014

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Section 1 – Permittee Information

Background Information			
Permittee Name:	City of Foster City		
Population:	30,645		
NPDES Permit No.:	CAS612008		
Order Number:	R2-2009-0074R		
Reporting Time Period (month/year):	July 2013 through June 2014		
Name of the Responsible Authority:	Norman Dorais	Title:	Public Works Maint. Mgr.
Mailing Address:	610 Foster City Bl.		
City:	Foster City	Zip Code:	94404
		County:	San Mateo County
Telephone Number:	650-286-3279	Fax Number:	650-286-2579
E-mail Address:	ndorais@fostercity.org		
Name of the Designated Stormwater Management Program Contact (if different from above):	Mike McElligott	Title:	Public Works Superintendent
Department:	Public Works		
Mailing Address:			
City:	Foster City	Zip Code:	94404
		County:	San Mateo County
Telephone Number:	650-286-3246	Fax Number:	650-286-2546
E-mail Address:	mmcelligott@fostercity.org		

Section 2 - Provision C.2 Reporting Municipal Operations

Program Highlights and Evaluation

Highlight/summarize activities for reporting year:

Summary:

Foster City participated in the SMCWPPP Public Works Municipal Maintenance Subcommittee. Refer to the C.2 Municipal Operations section of the SMCWPPP FY 13-14 Annual Report for a description of activities implemented at the countywide and/or regional level.

C.2.a. ► Street and Road Repair and Maintenance

Place a **Y** in the boxes next to activities where applicable BMPs were implemented. If not applicable, type **NA** in the box and provide an explanation in the comments section below. Place an **N** in the boxes next to activities where applicable BMPs were not implemented for one or more of these activities during the reporting fiscal year, then in the comments section below provide an explanation of when BMPs were not implemented and the corrective actions taken.

Y	Control of debris and waste materials during road and parking lot installation, repaving or repair maintenance activities from polluting stormwater
Y	Control of concrete slurry and wastewater, asphalt, pavement cutting, and other street and road maintenance materials and wastewater from discharging to storm drains from work sites.
Y	Sweeping and/or vacuuming and other dry methods to remove debris, concrete, or sediment residues from work sites upon completion of work.

Comments: **City staff requires contractors to cover drain inlets with filter fabric during construction. Dust and debris control is maintained through both mechanical and manual methods. Concrete asphalt and slurry is required to be collected with wet/dry vacuum and the spoils and slurry are properly disposed preventing it from reaching the storm drain.**

C.2.b. ► Sidewalk/Plaza Maintenance and Pavement Washing

Place a **Y** in the boxes next to activities where applicable BMPs were implemented. If not applicable, type **NA** in the box and provide an explanation in the comments section below. Place an **N** in the boxes next to activities where applicable BMPs were not implemented for one or more of these activities during the reporting fiscal year, then in the comments section below provide an explanation of when BMPs were not implemented and the corrective actions taken.

Y	Control of wash water from pavement washing, mobile cleaning, pressure wash operations at parking lots, garages, trash areas, gas station fueling areas, and sidewalk and plaza cleaning activities from polluting stormwater
Y	Implementation of the BASMAA Mobile Surface Cleaner Program BMPs

Comments: **As of August 4, 2014, due to the drought, this activity is being limited. All surface cleaning must be approved by an appeals board set up to determine the need for this activity.**

C.2.c. ► Bridge and Structure Maintenance and Graffiti Removal

Place a **Y** in the boxes next to activities where applicable BMPs were implemented. If not applicable, type **NA** in the box and provide an explanation in the comments section below. Place an **N** in the boxes next to activities where applicable BMPs were not implemented for one or more of these activities during the reporting fiscal year, then in the comments section below provide an explanation of when BMPs were not implemented and the corrective actions taken.

Y	Control of discharges from bridge and structural maintenance activities directly over water or into storm drains
Y	Control of discharges from graffiti removal activities
Y	Proper disposal for wastes generated from bridge and structure maintenance and graffiti removal activities
Y	Implementation of the BASMAA Mobile Surface Cleaner Program BMPs for graffiti removal
Y	Employee training on proper capture and disposal methods for wastes generated from bridge and structural maintenance and graffiti removal activities.
NA	Contract specifications requiring proper capture and disposal methods for wastes generated from bridge and structural maintenance and graffiti removal activities.

Comments: **If graffiti is discovered or reported to staff, graffiti is removed with 24 hours. Generally, if the graffiti is on signage, approved cleaners are used and properly disposed. If the graffiti is on or under bridge structures, the surface is repainted with standard paint. All workers are trained in proper safety and disposal of chemicals and/or paint.**

C.2.d. ► Stormwater Pump Stations

Does your municipality own stormwater pump stations: **Yes** **No**

If your answer is **No** then skip to **C.2.e.**

Complete the following table for dry weather DO monitoring and inspection data for pump stations¹ (add more rows for additional pump stations). If a pump station is exempt from DO monitoring, explain why it is exempt.

Pump Station Name and Location	First inspection Dry Weather DO Data		Second inspection Dry Weather DO Data	
	Date	mg/L	Date	mg/L
Foster City Lagoon Drainage Plant Corporation Yard 100 Lincoln Center Drive, Foster City	7/18/2013	9.64	9/16/2013	6.76

¹ DO monitoring is exempted where all discharge from a pump station remains in a stormwater collection system or infiltrates into a dry creek immediately downstream.

Summarize corrective actions as needed for DO monitoring at or below 3 mg/L. Attach inspection records of additional DO monitoring for corrective actions:

Summary:

NA

Complete the following table for wet weather inspection data for pump stations (add more rows for additional pump stations):

Pump Station Name and Location	Date (2x/year required)	Presence of Trash (Cubic Yards)	Presence of Odor (Yes or No)	Presence of Color (Yes or No)	Presence of Turbidity (Yes or No)	Presence of Floating Hydrocarbons (Yes or No)
Foster City Lagoon Drainage Plant Corporation Yard 100 Lincoln Center Drive, Foster City	1/14/2014	0	No	No	No	No
	2/12/2014	0	No	No	No	No

C.2.e. ► Rural Public Works Construction and Maintenance			
Does your municipality own/maintain rural ² roads:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
If your answer is No then skip to C.2.f.			
Place a Y in the boxes next to activities where applicable BMPs were implemented. If not applicable, type NA in the box and provide an explanation in the comments section below. Place an N in the boxes next to activities where applicable BMPs were not implemented for one or more of these activities during the reporting fiscal year, then in the comments section below provide an explanation of when BMPs were not implemented and the corrective actions taken.			
<input type="checkbox"/>	Control of road-related erosion and sediment transport from road design, construction, maintenance, and repairs in rural areas		
<input type="checkbox"/>	Identification and prioritization of rural road maintenance based on soil erosion potential, slope steepness, and stream habitat resources		
<input type="checkbox"/>	No impact to creek functions including migratory fish passage during construction of roads and culverts		
<input type="checkbox"/>	Inspection of rural roads for structural integrity and prevention of impact on water quality		
<input type="checkbox"/>	Maintenance of rural roads adjacent to streams and riparian habitat to reduce erosion, replace damaging shotgun culverts and excessive erosion		
<input type="checkbox"/>	Re-grading of unpaved rural roads to slope outward where consistent with road engineering safety standards, and installation of water bars as appropriate		
<input type="checkbox"/>	Inclusion of measures to reduce erosion, provide fish passage, and maintain natural stream geomorphology when replacing culverts or design of new culverts or bridge crossings		
Comments including listing increased maintenance in priority areas:			

² Rural means any watershed or portion thereof that is developed with large lot home-sites, such as one acre or larger, or with primarily agricultural, grazing or open space uses.

C.2.f. ► Corporation Yard BMP Implementation			
Place an X in the boxes below that apply to your corporations yard(s):			
<input type="checkbox"/>	We do not have a corporation yard		
<input type="checkbox"/>	Our corporation yard is a filed NOI facility and regulated by the California State Industrial Stormwater NPDES General Permit		
<input checked="" type="checkbox"/>	We have a Stormwater Pollution Prevention Plan (SWPPP) for the Corporation Yard(s)		
Place an X in the boxes below next to implemented SWPPP BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type NA in the box. If one or more of the BMPs were not adequately implemented during the reporting fiscal year then indicate so and explain in the comments section below:			
<input checked="" type="checkbox"/>	Control of pollutant discharges to storm drains such as wash waters from cleaning vehicles and equipment		
<input checked="" type="checkbox"/>	Routine inspection prior to the rainy seasons of corporation yard(s) to ensure non-stormwater discharges have not entered the storm drain system		
<input checked="" type="checkbox"/>	Containment of all vehicle and equipment wash areas through plumbing to sanitary or another collection method		
<input checked="" type="checkbox"/>	Use of dry cleanup methods when cleaning debris and spills from corporation yard(s) or collection of all wash water and disposing of wash water to sanitary or other location where it does not impact surface or groundwater when wet cleanup methods are used		
<input type="checkbox"/>	Cover and/or berm outdoor storage areas containing waste pollutants		
Comments: For FY 14/15 and on-going, staff will be performing the formal inspection of the Corporation Yard in September prior to the start of the "wet season". Attachment 1			
If you have a corporation yard(s) that is not an NOI facility, complete the following table for inspection results for your corporation yard(s) or attach a summary including the following information:			
Corporation Yard Name	Inspection Date (1x/year required)	Inspection Findings/Results	Follow-up Actions
EMID Corporation Yard	5/19/2014	In Compliance	None

Section 3 - Provision C.3 Reporting New Development and Redevelopment

C.3.b.v.(2)(a) ► Green Streets Status Report

(All projects to be completed by December 1, 2014)

On an annual basis (if applicable), report on the status of any pilot green street projects within your jurisdiction. For each completed project, report the capital costs, operation and maintenance costs, legal and procedural arrangements in place to address operation and maintenance and its associated costs, and the sustainable landscape measures incorporated in the project including, if relevant, the score from the Bay-Friendly Landscape Scorecard.

Summary:

The City of Foster City does not have a pilot green street project within its jurisdiction. The C.3 New Development and Redevelopment section of the SMCWPPP FY 13-14 Annual Report includes a description of activities conducted at the countywide or regional level.

C.3.b.v.(1) ► Regulated Projects Reporting

Fill in attached table **C.3.b.v.(1)** or attach your own table including the same information.

C.3.e.v. ► Alternative or In-Lieu Compliance with Provision C.3.c.

(For FY 11-12 Annual Report and each Annual Report thereafter)

Is your agency choosing to require 100% LID treatment onsite for all Regulated Projects and not allow alternative compliance under Provision C.3.e.?

	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments (optional): none

C.3.e.vi ► Special Projects Reporting

1. Has your agency received, but not yet granted final discretionary approval of, a development permit application for a project that has been identified as a potential Special Project based on criteria listed in MRP Provision C.3.e.ii(2) for any of the three categories of Special Projects (Categories A, B or C)?		Yes	X	No
2. Has your agency granted final discretionary approval of a project identified as a Special Project in the March 15, 2014 report? If yes, include the project in both the C.3.b.v.(1) Table, and the C.3.e.vi. Table.		Yes	X	No
If you answered "Yes" to either question, 1) Complete Table C.3.e.vi . below. 2) Attach narrative discussion of 100% LID Feasibility or Infeasibility for each project.				

C.3.h.iv. ► Installed Stormwater Treatment Systems Operation and Maintenance Verification Inspection Program Reporting

<p>(1) Fill in attached table C.3.h.iv.(1) or attach your own table including the same information. See attached tables.</p>
<p>(2) On an annual basis, provide a discussion of the inspection findings for the year and any common problems encountered with various types of treatment systems and/or HM controls. This discussion should include a general comparison to the inspection findings from the previous year.</p>
<p>Summary: The bioretention facilities inspected are operating as expected. This is primarily due to the fact that they were designed properly for the expected use. One caveat is that while the locations inspected have performed well is should also be noted that there were no large rain events that might stress the installations. Should a heavy rain event happen between now and 6/30/2015, another inspect ion would be warranted to see how the installations react to heavier runoff. On the positive side, the locations inspected have had an excellent opportunity to establish the drought tolerant and native vegetation.</p>
<p>(3) On an annual basis, provide a discussion of the effectiveness of the O&M Program and any proposed changes to improve the O&M Program (e.g., changes in prioritization plan or frequency of O&M inspections, other changes to improve effectiveness program).</p>
<p>Summary: The current program is working well because the number of installations is still less than five locations. Note that there are five installations in the pipeline that will be coming on-board in the next 2 years.</p>

(4) During the reporting year, did your agency:					
• Inspect all newly installed stormwater treatment systems and HM controls within 45 days of installation?	X	Yes		No	Not applicable. No new facilities were installed.
• Inspect at least 20 percent of the total number of installed stormwater treatment systems or HM controls? ³	X	Yes		No	Not applicable. No treatment measures
• Inspect at least 20 percent of the total number of installed vault-based systems?	X	Yes		No	Not applicable. No vault systems.
If you answered "No" to any of the questions above, please explain: NA					

C.3.i. ► Required Site Design Measures for Small Projects and Detached Single Family Home Projects

On an annual basis, discuss the implementation of the requirements of Provision C.3.i, including ordinance revisions, permit conditions, development of standard specifications and/or guidance materials, and staff training.

Summary:

BASMAA prepared standard specifications in four fact sheets regarding the site design measures listed in Provision C.3.i, as a resource for Permittees. We have applicable projects complete checklists if submitted after December 1, 2012 to implement at least one of the site design measures listed in Provision C.3.i.

³ If there is only 1 treatment measure in the jurisdiction, the agency must inspect it every year.

C.3.b.v.(1) ► Regulated Projects Reporting Table (part 1) – Projects Approved During the Fiscal Year Reporting Period

Project Name Project No.	Project Location ¹⁰ , Street Address	Name of Developer	Project Phase No. ¹¹	Project Type & Description ¹²	Project Watershed ¹³	Total Site Area (Acres)	Total Area of Land Disturbed (Acres)	Total New Impervious Surface Area (ff ²) ¹⁴	Total Replaced Impervious Surface Area (ff ²) ¹⁵	Total Pre- Project Impervious Surface Area ¹⁶ (ff ²)	Total Post- Project Impervious Surface Area ¹⁷ (ff ²)
Private Projects											
Gilead – New Surface Parking Lot	303 Velocity Way	Gilead Sciences	NA	Extension of existing Surface Parking Lot	Foster City Lagoon	2.22	2.22	69,929	4,739	5,454	74,668
Gilead – Replace existing Building	355 Lakeside Dr.	Gilead Sciences	1	Replace existing single story fill-up building with new 6 Story Bldg.	Foster City Lagoon	4	4	41,072	108,568	158,570	149,640
Gilead – Parking Garage	355 Lakeside Dr.	Gilead Sciences	2	Replace Surface Parking Lot with 3 story Parking Lot	Foster City Lagoon						
Triton Pointe	558 Pilgrim Dr.; 551 Foster City Bl.: 1125 E. Hillsdale Bl.	Thompson/Dorfman	2	Replacing small one- story office park with 5 story mixed use and 2 story parking garage	Foster City Lagoon	4.51	4.51	13,776	136,212	168,540	149,988
Town Place Suites	1299 Chess Dr.	Fulwell Intl. Group	NA	Replace former Black Angus Restaurant with 4 story hotel and surface parking	Foster City Lagoon	1.69	1.69	5,249	46,093	58,343	51,342
Carl's Jr.	1141 Triton Dr.	Thomson Arch Group	NA	Complete teardown remodel of existing Carl's Jr to add drive- through	Foster City Lagoon	0.797	0.55	4,320	3,759	28,469	8,079

¹⁰ Include cross streets

¹¹ If a project is being constructed in phases, indicate the phase number and use a separate row entry for each phase. If not, enter "NA".

¹² Project Type is the type of development (i.e., new and/or redevelopment). Example descriptions of development are: 5-story office building, residential with 160 single-family homes with five 4-story buildings to contain 200 condominiums, 100 unit 2-story shopping mall, mixed use retail and residential development (apartments), industrial warehouse.

¹³ State the watershed(s) in which the Regulated Project is located. Downstream watershed(s) may be included, but this is optional.

¹⁴ All impervious surfaces added to any area of the site that was previously existing pervious surface.

¹⁵ All impervious surfaces added to any area of the site that was previously existing impervious surface.

¹⁶ For redevelopment projects, state the pre-project impervious surface area.

¹⁷ For redevelopment projects, state the post-project impervious surface area.

Project Name Project No.	Project Location ¹⁸ , Street Address	Name of Developer	Project Phase No. ¹⁹	Project Type & Description ²⁰	Project Watershed ²¹	Total Site Area (Acres)	Total Area of Land Disturbed (Acres)	Total New Impervious Surface Area (ft ²) ²²	Total Replaced Impervious Surface Area (ft ²) ²³	Total Pre- Project Impervious Surface Area ²⁴ (ft ²)	Total Post- Project Impervious Surface Area ²⁵ (ft ²)
Public Projects											
None											
Comments:											

¹⁸ Include cross streets

¹⁹ If a project is being constructed in phases, indicate the phase number and use a separate row entry for each phase. If not, enter "NA".

²⁰ Project Type is the type of development (i.e., new and/or redevelopment). Example descriptions of development are: 5-story office building, residential with 160 single-family homes with five 4-story buildings to contain 200 condominiums, 100 unit 2-story shopping mall, mixed use retail and residential development (apartments), industrial warehouse.

²¹ State the watershed(s) in which the Regulated Project is located. Downstream watershed(s) may be included, but this is optional.

²² All impervious surfaces added to any area of the site that was previously existing pervious surface.

²³ All impervious surfaces added to any area of the site that was previously existing impervious surface.

²⁴ For redevelopment projects, state the pre-project impervious surface area.

²⁵ For redevelopment projects, state the post-project impervious surface area.

C.3.b.v.(1) ► Regulated Projects Reporting Table (part 2) – Projects Approved During the Fiscal Year Reporting Period (private projects)

Project Name Project No.	Application Deemed Complete Date ²⁶	Application Final Approval Date ²⁷	Source Control Measures ²⁸	Site Design Measures ²⁹	Treatment Systems Approved ³⁰	Type of Operation & Maintenance Responsibility Mechanism ³¹	Hydraulic Sizing Criteria ³²	Alternative Compliance Measures ^{33/34}	Alternative Certification ³⁵	HM Controls ^{36/37}
Private Projects										
Gilead – New Surface Parking Lot	8/1/2013	8/29/2013	Efficient landscape irrigation systems, ipm, drought tolerant landscaping	Tilting sidewalks and parking areas to bioretention area	Bioretention	O&M agreement with private landowner	In accordance to the C3 checklist, the bioretention area was sized to meet the C.3.d sizing criteria, using numeric sizing criteria 2.c	None	None	Project is not in a HM controlled area.

²⁶ For private projects, state project application deemed complete date. If the project did not go through discretionary review, report the building permit issuance date.

²⁷ For private projects, state project application final discretionary approval date. If the project did not go through discretionary review, report the building permit issuance date.

²⁸ List source control measures approved for the project. Examples include: properly designed trash storage areas; storm drain stenciling or signage; efficient landscape irrigation systems; etc.

²⁹ List site design measures approved for the project. Examples include: minimize impervious surfaces; conserve natural areas, including existing trees or other vegetation, and soils; construct sidewalks, walkways, and/or patios with permeable surfaces, etc.

³⁰ List all approved stormwater treatment system(s) to be installed onsite or at a joint stormwater treatment facility (e.g., flow through planter, bioretention facility, infiltration basin, etc.).

³¹ List the legal mechanism(s) (e.g., O&M agreement with private landowner; O&M agreement with homeowners' association; O&M by public entity, etc...) that have been or will be used to assign responsibility for the maintenance of the post-construction stormwater treatment systems.

³² See Provision C.3.d.i. "Numeric Sizing Criteria for Stormwater Treatment Systems" for list of hydraulic sizing design criteria. Enter the corresponding provision number of the appropriate criterion (i.e., 1.a., 1.b., 2.a., 2.b., 2.c., or 3).

³³ For Alternative Compliance at an offsite location in accordance with Provision C.3.e.i.(1), on a separate page, give a discussion of the alternative compliance site including the information specified in Provision C.3.b.v.(1)(m)(i) for the offsite project.

³⁴ For Alternative Compliance by paying in-lieu fees in accordance with Provision C.3.e.i.(2), on a separate page, provide the information specified in Provision C.3.b.v.(1)(m)(ii) for the Regional Project.

³⁵ Note whether a third party was used to certify the project design complies with Provision C.3.d.

³⁶ If HM control is not required, state why not.

³⁷ If HM control is required, state control method used (e.g., method to design and size device(s) or method(s) used to meet the HM Standard, and description of device(s) or method(s) used, such as detention basin(s), bioretention unit(s), regional detention basin, or in-stream control).

Project Name Project No.	Application Deemed Complete Date ³⁸	Application Final Approval Date ³⁹	Source Control Measures ⁴⁰	Site Design Measures ⁴¹	Treatment Systems Approved ⁴²	Type of Operation & Maintenance Responsibility Mechanism ⁴³	Hydraulic Sizing Criteria ⁴⁴	Alternative Compliance Measures ^{45/46}	Alternative Certification ⁴⁷	HM Controls ^{48/49}
Gilead – Replace existing Building	8/16/2013	12/10/2013	Efficient landscape irrigation systems, ipm, drought tolerant landscaping	Tilting sidewalks and parking areas to bioretention area	Bioretention	O&M agreement with private landowner	In accordance to the C3 checklist, the bioretention area was sized to meet the C.3.d sizing criteria, using numeric sizing criteria 2.c	None	None	Project is not in a HM controlled area.
Gilead – Parking Garage	1/16/2013	Piles Only - structure pending								
Triton Pointe	10/16/2012	12/23/2013	Efficient landscape irrigation systems, ipm, drought tolerant landscaping	Internal courtyard diverted to flow-through planters, tilting sidewalks and parking areas to bioretention area	Flow-through Planters, Bioretention	O&M agreement with private landowner	In accordance to the C3 checklist, the bioretention area was sized to meet the C.3.d sizing criteria, using numeric sizing criteria 2.c	None	None	Project is not in a HM controlled area.
Town Place Suites	6/20/2013	5/15/2014	Efficient landscape irrigation systems, ipm, drought tolerant landscaping	Tilting sidewalks and parking areas to bioretention area	Bioretention	O&M agreement with private landowner	In accordance to the C3 checklist, the bioretention area was sized to meet the C.3.d sizing criteria, using numeric sizing criteria 2.c	None	None	Project is not in a HM controlled area.

³⁸ For private projects, state project application deemed complete date. If the project did not go through discretionary review, report the building permit issuance date.

³⁹ For private projects, state project application final discretionary approval date. If the project did not go through discretionary review, report the building permit issuance date.

⁴⁰ List source control measures approved for the project. Examples include: properly designed trash storage areas; storm drain stenciling or signage; efficient landscape irrigation systems; etc.

⁴¹ List site design measures approved for the project. Examples include: minimize impervious surfaces; conserve natural areas, including existing trees or other vegetation, and soils; construct sidewalks, walkways, and/or patios with permeable surfaces, etc.

⁴² List all approved stormwater treatment system(s) to be installed onsite or at a joint stormwater treatment facility (e.g., flow through planter, bioretention facility, infiltration basin, etc.).

⁴³ List the legal mechanism(s) (e.g., O&M agreement with private landowner; O&M agreement with homeowners' association; O&M by public entity, etc...) that have been or will be used to assign responsibility for the maintenance of the post-construction stormwater treatment systems.

⁴⁴ See Provision C.3.d.i. "Numeric Sizing Criteria for Stormwater Treatment Systems" for list of hydraulic sizing design criteria. Enter the corresponding provision number of the appropriate criterion (i.e., 1.a., 1.b., 2.a., 2.b., 2.c., or 3).

⁴⁵ For Alternative Compliance at an offsite location in accordance with Provision C.3.e.i.(1), on a separate page, give a discussion of the alternative compliance site including the information specified in Provision C.3.b.v.(1)(m)(i) for the offsite project.

⁴⁶ For Alternative Compliance by paying in-lieu fees in accordance with Provision C.3.e.i.(2), on a separate page, provide the information specified in Provision C.3.b.v.(1)(m)(ii) for the Regional Project.

⁴⁷ Note whether a third party was used to certify the project design complies with Provision C.3.d.

⁴⁸ If HM control is not required, state why not.

⁴⁹ If HM control is required, state control method used (e.g., method to design and size device(s) or method(s) used to meet the HM Standard, and description of device(s) or method(s) used, such as detention basin(s), bioretention unit(s), regional detention basin, or in-stream control).

Carl's Jr.	5/16/2013	3/18/2014	Efficient landscape irrigation systems, ipm, drought tolerant landscaping	Tilting sidewalks and parking areas to bioretention area	Bioretention	O&M agreement with private landowner	In accordance to the C3 checklist, the bioretention area was sized to meet the C.3.d sizing criteria, using numeric sizing criteria 2.c	None	None	Project is not in a HM controlled area.
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Comments:

C.3.b.v.(1) ► Regulated Projects Reporting Table (part 2) – Projects Approved During the Fiscal Year Reporting Period (public projects)

Project Name Project No.	Approval Date ⁵⁰	Date Construction Scheduled to Begin	Source Control Measures ⁵¹	Site Design Measures ⁵²	Treatment Systems Approved ⁵³	Operation & Maintenance Responsibility Mechanism ⁵⁴	Hydraulic Sizing Criteria ⁵⁵	Alternative Compliance Measures ^{56/57}	Alternative Certification ⁵⁸	HM Controls ^{59/60}
Public Projects										
None										

Comments:

⁵⁰ For public projects, enter the plans and specifications approval date.

⁵¹ List source control measures approved for the project. Examples include: properly designed trash storage areas; storm drain stenciling or signage; efficient landscape irrigation systems; etc.

⁵² List site design measures approved for the project. Examples include: minimize impervious surfaces; conserve natural areas, including existing trees or other vegetation, and soils; construct sidewalks, walkways, and/or patios with permeable surfaces, etc.

⁵³ List all approved stormwater treatment system(s) to be installed onsite or at a joint stormwater treatment facility (e.g., flow through planter, bioretention facility, infiltration basin, etc.).

⁵⁴ List the legal mechanism(s) (e.g., maintenance plan for O&M by public entity, etc..) that have been or will be used to assign responsibility for the maintenance of the post-construction stormwater treatment systems.

⁵⁵ See Provision C.3.d.i. "Numeric Sizing Criteria for Stormwater Treatment Systems" for list of hydraulic sizing design criteria. Enter the corresponding provision number of the appropriate criterion (i.e., 1.a., 1.b., 2.a., 2.b., 2.c., or 3).

⁵⁶ For Alternative Compliance at an offsite location in accordance with Provision C.3.e.i.(1), on a separate page, give a discussion of the alternative compliance site including the information specified in Provision C.3.b.v.(1)(m)(i) for the offsite project.

⁵⁷ For Alternative Compliance by paying in-lieu fees in accordance with Provision C.3.e.i.(2), on a separate page, provide the information specified in Provision C.3.b.v.(1)(m)(ii) for the Regional Project.

⁵⁸ Note whether a third party was used to certify the project design complies with Provision C.3.d.

⁵⁹ If HM control is not required, state why not.

⁶⁰ If HM control is required, state control method used (e.g., method to design and size device(s) or method(s) used to meet the HM Standard, and description of device(s) or method(s) used, such as detention basin(s), bioretention unit(s), regional detention basin, or in-stream control).

C.3.h.iv. ► Table of Installed Stormwater Treatment Systems Operation and Maintenance Verification Inspection Program Reporting

Fill in table below or attach your own table including the same information.

Attachment 2

Name of Facility/Site Inspected	Address of Facility/Site Inspected	Newly Installed? (YES/NO) ⁶¹	Party Responsible ⁶² For Maintenance	Date of Inspection	Type of Inspection ⁶³	Type of Treatment/HM Control(s) Inspected ⁶⁴	Inspection Findings or Results ⁶⁵	Enforcement Action Taken ⁶⁶	Comments/Follow-up
City Hall	610 Foster City Bl.	No	City of Foster City – PW Mtnc. Div.	10/2/2013	Routine - Annual	Flow through planter treatment device	This device continues to function properly. Annual inspection is adequate for this device	None	Continue to inspect annually.
NPJC Parking Lot	800 Foster City Bl.	No	BRE Properties	2/19/14	Routine-Annual	Bio-retention	Operating per plan. Recommend Annual Inspection	None	Continue to inspect annually.
Gilead NLB-1	368 Lakeside Dr.	No	Gilead Sciences	2/19/14	Routine-Annual	Bio-retention	Operating per plan. Recommend Annual Inspection	None	Continue to inspect annually.
Gilead – New Surface Parking Lot	303 Velocity Way	Yes	Gilead Sciences	2/19/14	45 Day	Bio-retention	Operating per plan. Recommend inspect Spring 2015	None	Project Completion (1/17/14) FY 13/14

⁶¹ Indicate “YES” if the facility was installed within the reporting period, or “NO” if installed during a previous fiscal year.

⁶² State the responsible operator for installed stormwater treatment systems and HM controls.

⁶³ State the type of inspection (e.g., 45-day, routine or scheduled, follow-up, etc.).

⁶⁴ State the type(s) of treatment systems inspected (e.g., bioretention facility, flow-through planter, infiltration basin, etc..) and the type(s) of HM controls inspected, and indicate whether the treatment system is an onsite, joint, or offsite system.

⁶⁵ State the inspection findings or results (e.g., proper installation, improper installation, proper O&M, immediate maintenance needed, etc.).

⁶⁶ State the enforcement action(s) taken, if any.

C.3.e.vi.Special Projects Reporting Table												
Reporting Period – January 1 – June 30, 2014												
Project Name & No.	Permittee	Address	Application Submittal Date ⁶⁷	Status ⁶⁸	Description ⁶⁹	Site Total Acreage	Density DU/Acre	Density FAR	Special Project Category ⁷⁰	LID Treatment Reduction Credit Available ⁷¹	List of LID Stormwater Treatment Systems ⁷²	List of Non-LID Stormwater Treatment Systems ⁷³
None												

⁶⁷ Date that a planning application for the Special Project was submitted.

⁶⁸ Indicate whether final discretionary approval is still pending or has been granted, and provide the date or version of the project plans upon which reporting is based.

⁶⁹ Type of project (commercial, mixed-use, residential), number of floors, number of units, type of parking, and other relevant information.

⁷⁰ For each applicable Special Project Category, list the specific criteria applied to determine applicability. For each non-applicable Special Project Category, indicate n/a.

⁷¹ For each applicable Special Project Category, state the maximum total LID Treatment Reduction Credit available. For Category C Special Projects also list the individual Location, Density, and Minimized Surface Parking Credits available.

⁷² List all LID stormwater treatment systems proposed. For each type, indicate the percentage of the total amount of runoff identified in Provision C.3.d. for the Special Project's drainage area.

⁷³ List all non-LID stormwater treatment systems proposed. For each type of non-LID treatment system, indicate: (1) the percentage of the total amount of runoff identified in Provision C.3.d. for the Special Project's drainage area, and (2) whether the treatment system either meets minimum design criteria published by a government agency or received certification issued by a government agency, and reference the applicable criteria or certification.

Section 4 – Provision C.4 Industrial and Commercial Site Controls

Program Highlights

Provide background information, highlights, trends, etc.

In order to support Foster City and other cities, San Mateo County Environmental Health (CEH) had over 30 staff participating or attending the April 17, 2014 Commercial/Industrial Stormwater Inspector Workshop.

Per agreement with San Mateo County, Foster City coordinates with CEH staff to inspect and maintain the database of facilities. Due to an oversight, there were a number of facilities that should have inspected in FY 13/14 that were not. Staff has assurances from CEH that these facilities will be inspected during the first quarter of FY 14/15.

Refer to the C.4. Industrial and Commercial Site Controls section of the SMCWPPP FY 13-14 Annual Report for a description of activities of SMCWPPP and/or the BASMAA Municipal Operations Committee.

C.4.b.i. ► Business Inspection Plan

Do you have a Business Inspection Plan?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
-------------------------------------	-----	--------------------------	----

If No, explain:

C.4.b.iii.(1) ► Potential Facilities List

List below or attach your list of industrial and commercial facilities in your Inspection Plan to inspect that could reasonably be considered to cause or contribute to pollution of stormwater runoff.

Attachment 3 (CEH)

C.4.b.iii.(2) ► Facilities Scheduled for Inspection

List below or attach your list of facilities scheduled for inspection during the current fiscal year.

Attachment 4 (CEH)

--

C.4.c.iii.(1) ► Facility Inspections

Fill out the following table or attach a summary of the following information. Indicate your violation reporting methodology below.

<input checked="" type="checkbox"/>	Permittee reports multiple discrete violations on a site as one violation.
<input type="checkbox"/>	Permittee reports the total number of discrete violations on each site.

	Number	Percent
Number of businesses inspected	19	
Total number of inspections conducted	19	
Number of violations (excluding verbal warnings)	0	
Sites inspected in violation	0	0%
Violations resolved within 10 working days or otherwise deemed resolved in a longer but still timely manner	0	0%

Comments:

County Environmental Health (CEH): Food and Haz Mat program inspectors conduct routine Stormwater inspections at inventoried sites based on High, Medium, and Low priorities. If a violation or discharge is observed, a description of the violation is noted on the Inspection Report form, including comments and/or requirements that the facility must complete to clear the violation. If the violation is not cleared at the time of the inspection, a copy of the Inspection Report form is given to a stormwater technician for follow up.

C.4.c.iii.(2) ► Frequency and Types/Categories of Violations Observed

Fill out the following table or attach a summary of the following information.

Type/Category of Violations Observed	Number of Violations
Actual discharge (e.g. active non-stormwater discharge or clear evidence of a recent discharge)	0
Potential discharge and other	0
Comments: No violations, excluding verbal warnings, were identified this year.	

C.4.c.iii.(2) ► Frequency and Type of Enforcement Conducted

Fill out the following table or attach a summary of the following information.

	Enforcement Action (as listed in ERP) ⁶⁸	Number of Enforcement Actions Taken	% of Enforcement Actions Taken⁶⁹
Level 1	Verbal or Written Warning	1	100%
Level 2	Notice of Violation / Abatement Notice	0	0%
Level 3	Administrative Order / Compliance Order	0	0%
Level 4	Legal Action / Hearing to Revoke Permit	0	0%
Total		1	100%

C.4.c.iii.(3) ► Types of Violations Noted by Business Category

Fill out the following table or attach a summary of the following information.

Business Category⁷⁰	Number of Actual Discharge Violations	Number of Potential/Other Discharge Violations
Automotive	0	0
Food Service	0	0
Other	0	0

C.4.c.iii.(4) ► Non-Filers

List below or attach a list of the facilities required to have coverage under the Industrial General Permit but have not filed for coverage:

There were no industries identified as non-filers during this fiscal year.

⁶⁸ Agencies to list specific enforcement actions as defined in their ERPs.

⁶⁹ Percentage calculated as number of each type of enforcement action divided by the total number of enforcement actions.

⁷⁰ List your Program's standard business categories.

C.4.d.iii ► Staff Training Summary				
Training Name	Training Dates	Topics Covered	No. of Inspectors in Attendance	Percent of Inspectors in Attendance
*				

*Note: Refer to County of San Mateo for CEH inspectors training.

Section 5 – Provision C.5 Illicit Discharge Detection and Elimination

Program Highlights

Provide background information, highlights, trends, etc.

Foster City receives support from the two inspectors in the City of San Mateo. As a joint owner of the Wastewater Treatment plant, Foster City jointly pays for the San Mateo provided inspectors

Refer to the C.5 Illicit Discharge Detection and Elimination section of the SMCWPPP FY 13-14 Annual Report (if applicable) for description of activities at the countywide or regional level.

C.5.c.iii ► Complaint and Spill Response Phone Number and Spill Contact List

List below or attach your complaint and spill response phone number and spill contact list.

Contact	Description	Phone Number
Complaint – Regular Business Hours	Public Works Department	650-286-8140
Emergency- After Hours & Weekends	Police Dispatch	650-286-3345

C.5.d.iii ► Evaluation of Mobile Business Program

Describe implementation of minimum standards and BMPs for mobile businesses and your enforcement strategy. This may include participation in the BASMAA Mobile Surface Cleaners regional program or local activities.

Description:

The City uses the same procedures to respond to complaints and illicit discharges for all businesses including mobile businesses operating with the City. The City’s enforcement response plan is followed when any violations are noted.

Refer to the C.5 Illicit Discharge Detection and Elimination section of the SMCWPPP FY 13-14 Annual Report for a description of efforts by the Commercial, Industrial and Illicit Discharge (CII) Subcommittee and the BASMAA Municipal Operations Committee to address mobile businesses.

C.5.e.iii ► Evaluation of Collection System Screening Program

Provide a summary or attach a summary of your collection screening program, a summary of problems found during collection system screening and any changes to the screening program this FY.

Description:

- **The collection system screening program identifies illicit discharges through complaint investigation, routine catch basin inlet cleaning, lagoon monitoring, and inspection of storm water pump station.**

- Prior to any pumping from the City’s only discharge point to the Bay, the forebay is inspected for any sheen on the water surface and any floatable trash is removed at the bar screens.
 - No signs of illicit discharge were found at the screens during FY 13/14 prior to pumping.
 - Staff has installed a trash device that treats the entire Vintage Park Commercial Area. Refer to Section 10 – Trash for further information.
- Staff is utilizing the San Mateo Countywide Storm System Screening Form – C.5.e in FY 2013-2014.

C.5.f.iii.(1), (2), (3) ► Spill and Discharge Complaint Tracking

Spill and Discharge Complaint Tracking (fill out the following table or include an attachment of the following information)

	Number	Percentage
Discharges reported (C.5.f.iii.(1))	9	
Discharges reaching storm drains and/or receiving waters (C.5.f.iii.(2))	0	0%
Discharges resolved in a timely manner (C.5.f.iii.(3))	9	100%

Comments:

The complaints received were generally related to plant material accumulation in the “corner” areas of the lagoon. The organic material is not removed from the lagoon unless it causes a navigation hazard.

C.5.f.iii.(4) ► Summary of major types of discharges and complaints

Provide a narrative or attach a table and/or graph.

The complaints received were generally related to plant material accumulation in the “corner” areas of the lagoon. The organic material is not removed from the lagoon unless it causes a navigation hazard.

Section 6 – Provision C.6 Construction Site Controls

C.6.e.iii.1.a, b, c ▶ Site/Inspection Totals		
Number of High Priority Sites (sites disturbing < 1 acre of soil requiring storm water runoff quality inspection) (C.6.e.iii.1.a)	Number of sites disturbing ≥ 1 acre of soil (C.6.e.iii.1.b)	Total number of storm water runoff quality inspections conducted (include only High Priority Site and sites disturbing 1 acre or more) (C.6.e.iii.1.c)
# 0	# 3	# 15
<p>Comments:</p> <p>303 Velocity Way – 1 inspection was needed. The formal acceptance was 1/17/2014, but the construction period activities were started in mid-October and completed in mid-November, 2013. The delay in the final acceptance was for administrative reasons. No site work was done after November.</p> <p>355 Gilead – 7 inspections</p> <p>Triton Pointe – 7 inspections</p> <p>Carl's Jr. – < 1 acre, Low Priority. – The existing Carl's Jr. building was demolished and a building of similar size constructed. The surrounding existing hardscape plaza was converted to drive through.</p> <p>Towne Place Suites – The existing building was demolished and site stabilized after April 15. Inspections will start as site work begins</p>		

C.6.e.iii.1.d ▶ Construction Activities Storm Water Violations		
•		
BMP Category	Number of Violations⁷¹ excluding Verbal Warnings	% of Total Violations⁷²
Erosion Control	0	
Run-on and Run-off Control	0	
Sediment Control	0	
Active Treatment Systems	0	
Good Site Management	0	
Non Stormwater Management	0	
Total⁷³		100%

⁷¹ Count one violation in a category for each site and inspection regardless of how many violations/problems occurred in the BMP category. For example, if during one inspection at a site, there are 2 erosion control violations, only 1 violation would be counted for this table.

⁷² Percentage calculated as number of violations in each category divided by total number of violations in all six categories.

⁷³ The total number of violations may count more than one violation per inspection, since some inspections may result in violations in more than one category. For example, during one inspection of a site, there may have been both an erosion control violation and a sediment control violation. For this reason, the total number of violations in this table may not match the total number of enforcement actions reported in Table C6.e.iii.1.e.

C.6.e.iii.1.e ► Construction Related Storm Water Enforcement Actions

- Enter the total number and percentage of violations for each Enforcement Action level. The totals and percentages should be automatically tabulated in the Summary of Enforcement Actions at the bottom of the tracking table. Be sure that these totals include ONLY sites that disturb 1 acre or more of land and High Priority Sites.

Note: If you are counting only one type of violation per applicable inspection, the total number of violations (in the previous table) should match the total number of Enforcement Actions (in this table). If you count more than one violation per applicable inspection, explain this in a prominent note on this page of your Annual Report.

	Enforcement Action (as listed in ERP) ⁷⁴	Number Enforcement Actions Issued	% Enforcement Actions Issued ⁷⁵
Level 1 ⁷⁶	Verbal or Written Warning	0	
Level 2	Notice of Violation / Abatement Notice	0	
Level 3	Administrative Citation / Stop Work Order	0	
Level 4	Legal Action / Hearing to Revoke Permit	0	
Total		0	100%

C.6.e.iii.1.f, g ► Illicit Discharges

	Number
Number of illicit discharges, actual and those inferred through evidence at high priority sites and sites that disturb 1 acre or more of land (C.6.e.iii.1.f)	0
Number of sites with discharges, actual and those inferred through evidence at high priority sites and sites that disturb 1 acre or more of land (C.6.e.iii.1.g)	0

⁷⁴ Agencies should list the specific enforcement actions as defined in their ERPs.

⁷⁵ Percentage calculated as number of each type of enforcement action divided by the total number of enforcement actions.

⁷⁶ For example, Enforcement Level 1 may be Verbal Warning.

C.6.e.iii.1.h, i ► Violation Correction Times		
	Number	Percent
Violations (excluding verbal warnings) fully corrected within 10 business days after violations are discovered or otherwise considered corrected in a timely period (C.6.e.iii.1.h)	0	% ⁷⁷
Violations (excluding verbal warnings) not fully corrected within 30 days after violations are discovered (C.6.e.iii.1.i)	0	% ⁷⁸
Total number of violations (excluding verbal warnings) for the reporting year⁷⁹	0	100%
Comments:		

C.6.e.iii.(2) ► Evaluation of Inspection Data
Describe your evaluation of the tracking data and data summaries and provide information on the evaluation results (e.g., data trends, typical BMP performance issues, comparisons to previous years, etc.).
Description: For all three sites, there were no verbal warnings or other violations/enforcement required. Contractor has been made very familiar with the requirements. The total number of verbal warnings decreased from 14 warnings in FY 11/12 to three warnings in FY 12/13 to zero in FY 13/14.

C.6.e.iii.(2) ► Evaluation of Inspection Program Effectiveness
Describe what appear to be your program's strengths and weaknesses, and identify needed improvements, including education and outreach.
Description: Conducted inspections with the new forms. Participated in the New Development Subcommittee. Established a procedure to provide to permit applicants the updated BMP plan sheet information piece. The City provided training opportunities to inspectors; conducted inspections with the new forms. Based on the results of the inspections, it appears that working with the Contractors early in the process has helped to decrease violations.

⁷⁷ Calculated as number of violations fully corrected in a timely period after the violations are discovered divided by the total number of violations for the reporting year.

⁷⁸ Calculated as number of violations not fully corrected within 30 days after the violations are discovered divided by the total number of violations for the reporting year.

⁷⁹ The total number of violations reported in the table of Violation Correction Times equals the number of initial enforcement actions. I.e., This assumes one violation is issued for several problems during an inspection at a site. The total number of violations in the table of Violation Correction Times may not equal the total number of enforcement actions because one violation issued at a site may have a second enforcement action for the same violation at the next inspection if it is not corrected.

C.6.f ▶ Staff Training Summary

Training Name	Training Dates	Topics Covered	No. of Inspectors in Attendance	Percent of Inspectors in Attendance
None				

Note: Current staff has attended training within the last two years.

Section 7 – Provision C.7. Public Information and Outreach

C.7.b.ii.1 ▶ Advertising Campaign

Summarize advertising efforts. Include details such as messages, creative developed, and outreach media used. The detailed advertising report may be included as an attachment. If advertising is being done by participation in a countywide or regional program, refer to the separate countywide or regional Annual Report.

Summary:

Foster City participated in the Public Information and Participation sub-committee. The following separate report developed by BASMAA summarizes the activities of the Regional Youth Litter Campaign

- **BASMAA Be the Street Campaign Report”**

C.7.b.iii.1 ▶ Pre-Campaign Survey

(For the Annual Report following the pre-campaign survey) Summarize survey information such as sample size, type of survey (telephone survey, interviews etc.). Attach a survey report that includes the following information. If survey was done regionally, refer to a regional submittal that contains the following information:

Information on the pre-campaign survey for the BASMAA Regional Youth Litter Campaign was provided in the FY 11-12 Annual report.” If reporting on a pre-campaign survey for another advertising campaign, attach the survey report.

Place an **X** in the appropriate box below:

<input type="checkbox"/>	Survey report attached
<input checked="" type="checkbox"/>	Reference to regional submittal:

C.7.b.iii.2 ▶ Post-Campaign Survey

(For the Annual Report following the post-campaign survey) Discuss the campaigns and the measureable changes in awareness and behavior achieved. Provide an update of outreach strategies based on the survey results. If survey was done regionally, refer to a regional submittal that contains the following information:

Information on the post-campaign survey for the BASMAA Regional Youth Litter Campaign was provided in the BASMAA FY 13-14 Annual Report.

Place an **X** in the appropriate box below:

<input type="checkbox"/>	Survey report attached
<input checked="" type="checkbox"/>	Reference to regional submittal:

C.7.c ► Media Relations

Summarize the media relations effort. Include the following details for each media pitch in the space below, AND/OR refer to a regional report that includes these details:

- Topic and content of pitch
- Medium (TV, radio, print, online)
- Date of publication/broadcast

Summary:

The following separate report developed by BASMAA summarizes media relations efforts conducted during FY 13-14:

- **BASMAA Media Relations Final Report FY 13-14**

This report and any other media relations efforts conducted countywide is included within the C.7 Public Information and Outreach section of the SMCWPPP FY 13-14 Annual Report.

C.7.d ► Stormwater Point of Contact

Summary of any changes made during FY 13-14:

Refer to the C.7 Public Information and Outreach section of SMCWPPP's FY 13-14 Annual Report for efforts conducted by SMCWPPP to publicize stormwater points of contact (e.g., SMCWPPP website, hotline, social media and outreach materials). No changes have been made from what was reported in FY 12-13.

C.7.e ► Public Outreach Events

Describe general approach to event selection. Provide a list of outreach materials and giveaways distributed. Use the following table for reporting and evaluating public outreach events

The following outreach events were conducted on a countywide level by SMCWPPP and are described in detail in Section C.7 of SMCWPPP's FY 13-14 Annual Report for a description of the countywide event. The countywide events were :

- California Coastal Cleanup Day in San Mateo County, September 21, 2013
- San Mateo County Fair, June 7-15, 2014

In addition,

Event Details	Description (messages, audience)	Evaluation of Effectiveness
<p>The 8th annual Earth Day Expo was held at the Visa International headquarters in Foster City on April 15, 2014 was a local event.</p>	<p>Annual informational event sponsored by Visa International for their employees – Brochures are passed out and include those prepared by the Countywide program. Staff is present to answer questions of the employees.</p>	<p>Public Works staffed a booth during the event with conservancy and water pollution prevention information as the main topics. The entire Visa employee staff comprising of over 3,000 employees were encouraged to stop by the fair. They were given food cafeteria vouchers, a multitude of handouts and entries to prizes if they collected information throughout the event. Visa employees as a whole are very interested to learn More about Foster City and it provides staff an opportunity to educate them on how the beautiful lagoon is tied to City's storm system.</p>
<p>Annual Foster City Art and Wine Festival, a local event. The event was held at 650 Shell Boulevard, Foster City on 5/31/14</p>	<p>The Art and Wine Festival is a community event with entertainment, rides and vendor booths. Comprehensive literature is available to attendees such as: – Too Toxic to Trash guides, Kids materials, IPM Pest information, proper oil disposal, and car washing BMP's and water way conservancy. Car wash discount cards and reusable shopping bags were also given away.</p>	<p>The event attendance was estimated at 1,000 with 97 visitors to the booth. Many attendees were interested in the too toxic guides to get all of the information without having to take many things as most were already carrying a lot from other booths. This would be a good event to bring a box of bags. The audience was varied as there were lots of games for kids nearby as well as the wine section. There were also a lot of pest questions because it is summertime and many liked the fact sheet booklet. Promoted the car wash coupons. Residents seemed excited about the P2 information.</p>

C.7.f. ► Watershed Stewardship Collaborative Efforts

Summarize watershed stewardship collaborative efforts and/or refer to a regional report that provides details. Describe the level of effort and support given (e.g., funding only, active participation etc.). State efforts undertaken and the results of these efforts. If this activity is done regionally refer to a regional report.

Evaluate effectiveness by describing the following:

- Efforts undertaken
- Major accomplishments

Summary:

A summary of efforts conducted by SMCWPPP to work with Watershed Stewardship Groups on a countywide level is included within the Public Information and Outreach section of the SMCWPPP FY 13-14 Annual Report

C.7.g. ► Citizen Involvement Events

List the types of events conducted (e.g., creek clean up, storm drain inlet marking, native gardening etc.). Use the following table for reporting and evaluating citizen involvement events.

Event Details	Description	Evaluation of effectiveness
<p>Refer to the C.7 Section of SMCWPPP's FY 13-14 Annual Report for a description of Coastal Cleanup Day, September 21, 2013</p> <ul style="list-style-type: none"> • 	<p>While there were no Coastal Cleanup locations within Foster City, any volunteers were referred to the nearby events in San Mateo or Redwood City. Based on the inspection of the Bayshore frontage along the City of Foster City from the City Limit with City of San Mateo to the San Mateo-Hayward Bridge did not reveal any trash needing removal.</p>	<p>See SMCWPPP's FY 13-14 Annual Report for participation numbers of countywide residents and program effectiveness.</p>

C.7.h. ► School-Age Children Outreach

Summarize school-age children outreach programs implemented. A detailed report may be included as an attachment.
 Use the following table for reporting school-age children outreach efforts.
Refer to the C.7 Section of SMCWPPP's FY 13-14 Annual Report for a description of School-age Children Outreach efforts conducted at the countywide level.

Program Details	Focus & Short Description	Number of Students/Teachers reached	Evaluation of Effectiveness
Refer to the Countywide Program			

Section 8 - Provision C.8 Water Quality Monitoring

C.8 ► Water Quality Monitoring

State below if information is reported in a separate regional report. Municipalities can also describe below any Water Quality Monitoring activities in which they participate directly, e.g. participation in RMP workgroups, fieldwork within their jurisdictions, etc.

Summary

During FY 13-14, we contributed through SMCWPPP to the BASMAA Regional Monitoring Coalition (RMC). In addition, we contributed financially to the Regional Monitoring Program for Water Quality in the San Francisco Estuary (RMP) and were represented at RMP committees and work groups. Monitoring efforts and results are documented in a separate report submitted March 15 of each year, as required in Provision C.8. For additional information on monitoring activities conducted by the Program, BASMAA RMC and the RMP, see SMCWPPP's March 2014 Integrated Monitoring Report, Part A.

Section 9 – Provision C.9 Pesticides Toxicity Controls

C.9.b ► Implement IPM Policy or Ordinance					
Report implementation of IPM BMPs by showing trends in quantities and types of pesticides used, and suggest reasons for increases in use of pesticides that threaten water quality, specifically organophosphates, pyrethroids, carbaryl, and fipronil.					
Trends in Quantities and Types of Pesticides Used⁸⁰					
Pesticide Category and Specific Pesticide Used	Amount⁸¹				
	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14
Organophosphates	None	None	None	None	None
Product or Pesticide Type A	None	None	None	None	None
Product or Pesticide Type B	None	None	None	None	None
Pyrethroids	None	None	None	None	None
Product or Pesticide Type X	None	None	None	None	None
Product or Pesticide Type Y	None used Outdoors	None used Outdoors	None used Outdoors	None used Outdoors	None used Outdoors
Carbaryl	None	None	None	None	None
Fipronil	None used Outdoors	None used Outdoors	None used Outdoors	None used Outdoors	None used Outdoors

⁸⁰ Includes all municipal structural and landscape pesticide usage by employees and contractors.

⁸¹ Weight or volume of the product or preferably its active ingredient, using same units for the product each year. The active ingredients in any pesticide are listed on the label. The list of active ingredients that need to be reported in the pyrethroids class includes: allethrin, bifenthrin, beta-cyfluthrin, bioallethrin, cyfluthrin, cypermethrin, cyphenothrin, deltamethrin, esfenvalerate, etofenprox, fenpropathrin, gamma-cyhalothrin, imiprothrin, lambda-cyhalothrin, metofluthrin, permethrin, phenothrin, prallethrin, resmethrin, sumithrin (d-phenothrin), tau-fluvalinate, tefluthrin, tetramethrin, tralomethrin, cis-permethrin, and zeta-cypermethrin.

C.9.c ▶ Train Municipal Employees	
Enter the number of employees that applied or used pesticides (including herbicides) within the scope of their duties this reporting year.	11
Enter the number of these employees who received training on your IPM policy and IPM standard operating procedures within the last 3 years. List of attendees at the 02-28-12 Landscape IPM Training Workshop – (8 attendees) List of attendees at the 02-27-13 Landscape IPM Training Workshop – (15 attendees) List of attendees at the 01-23-13 Staff Training on IPM & Pesticide Safety – (16 attendees) List of attendees at the 11-19-13 SMCWPPP IPM Workshop – (2 attendees) List of attendees at the 03-12-14 IPM Parks Workshop – (14 City Employees, 7 Contractor Employees performing work in Foster City) The City also has 4 Maintenance Workers that are QAC/PCA Certified Attachment 5A	
Enter the percentage of municipal employees who apply pesticides who have received training in the IPM policy and IPM standard operating procedures within the last three years.	100%

C.9.d ▶ Require Contractors to Implement IPM				
Did your municipality contract with any pesticide service provider in the reporting year?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If yes, attach one of the following:				
<input checked="" type="checkbox"/>	Contract specifications that require adherence to your IPM policy and standard operating procedures, OR			
<input checked="" type="checkbox"/>	Copy(ies) of the contractors' IPM certification(s) or equivalent, OR			
<input type="checkbox"/>	Equivalent documentation.			
Attachment 5B The City of Foster City verifies IPM contractor performance by hiring professionals that certify they are properly trained and use IPM. The City contracts with Clark Pest Control for all outside building pesticide treatments. Our contact is: Gary Koeppen Route QA Supervisor Clark Pest Control (Branch 12) Office: (650) 596-1270 ext. 701 gkoeppen@clarkpest.com Clark Pest Control is Green Pro Certified "Green Pro Certification attached is different from Quality Pro Green (Regional Board staff review cited Quality Pro Green certification). The Green Pro Certification ensures technicians are trained and 'only make traditional pesticide applications after discussing the options with us and getting our consent'. Clark Pest Control was recognized as an IPM Innovator by the Department of Pesticide Regulation in 2010.				

C.9.e ▶ Track and Participate in Relevant Regulatory Processes

Summarize participation efforts, information submitted, and how regulatory actions were affected **OR** reference a regional report that summarizes regional participation efforts, information submitted, and how regulatory actions were affected.

Summary:

During FY 13-14, we participated in regulatory processes related to pesticides through SMCWPPP, BASMAA and CASQA. For additional information, see the regional report submitted by BASMAA on behalf of all MRP Permittees.

C.9.f ▶ Interface with County Agricultural Commissioners

Did your municipal staff observe any improper pesticide usage or evidence of improper usage (e.g., pesticides in storm drain systems, along street curbs, or in receiving waters) during this fiscal year?

	Yes	X	No
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If yes, provide a summary of improper pesticide usage reported to the County Agricultural Commissioner and follow-up actions taken to correct any violations. A separate report can be attached as your summary.

C.9.h.ii ▶ Public Outreach: Point of Purchase

Provide a summary of public outreach at point of purchase, and any measurable awareness and behavior changes resulting from outreach (here or in a separate report); **OR** reference a report of a regional effort for public outreach in which your agency participates.

Summary: **Orchard Supply Hardware in Foster City is a big proponent of IPM usage and has in-store displays in the garden section. See the C.9 Pesticides Toxicity Control section of the SMCWPPP FY 13-14 Annual Report for information on point of purchase public outreach conducted countywide and regionally.**

C.9.h.vi ▶ Public Outreach: Pest Control Operators

Provide a summary of public outreach to pest control operators and landscapers and reduced pesticide use (here or in a separate report); **OR** reference a report of a regional effort for outreach to pest control operators and landscapers in which your agency participates.

Summary:

See the C.9 Pesticides Toxicity Control section the SMCWPPP FY 13-14 Annual Report for a summary of our participation in and contributions towards countywide and regional public outreach to pest control operators and landscapers to reduce pesticide use.

Section 10 - Provision C.10 Trash Load Reduction

C.10.a.iii ► Minimum Full Trash Capture

Provide the following:

- 1) Descriptions of actions/tasks completed towards achieving the Minimum Full Trash Capture requirement in provision C.10.a.iii. Include the:
 - Total number and types of full capture devices (publicly and privately-owned) installed to-date;
 - Total land area (acres) and land areas within each trash generation category (i.e., very high, high, moderate and low) treated by full capture devices (or other types of devices for non-population based Permittees), in comparison to the MRP-required full capture requirements in Attachment J to the MRP; and,
 - Percentage of jurisdictional land areas with very high, high, moderate and low trash generation rates treated by full capture devices.
- 2) A narrative summary of maintenance activities implemented for each device, group of devices, or device type, including descriptions of typical maintenance frequencies and issues associated with maintaining these devices.

Descriptions of Actions/Tasks (Conducted or Planned):

- Foster City installed one Full Trash Capture device late in FY 13/14 in TMA #2. (See Attachment 8 for location). The device (referred to as the Roscoe Moss Full Trash Capture device) treats 159 acres of which 18 acres is moderate trash generation and 141 acres is low trash generation.
- In addition to the installation of the Roscoe Moss Full Trash Capture device, Foster City remains committed to the process being undertaken by the workgroup.

Total Number of Devices Installed	Connector Pipe Screens or Filters	Netting Devices	HDS Units	Gross Solid Removal Devices	LID Facilities	Other	TOTAL
	0	0	0	0	0	1	1

Full Capture Treatment Area	Low	Moderate	High	Very High	TOTAL	Minimum Treatment Area Required (Attachment J)
Acres (All TMAs)	141	18	0	0	159	20
% (All TMAs)	6%	16%	0%	0%	6.9%	

Descriptions of Maintenance Activities:

- Currently, the lone device the City is a customized application of a Roscoe Moss Device. The device was constructed with the same materials used in their standard system only it was installed in a vertical instead of horizontal direction. The device is checked for trash accumulation at least weekly. The device was installed late in FY13/14 and preliminary inspections indicate that the device is working correctly. A detailed inspection report on how the device is performing will be included in the FY 14/15 annual report.
- Maintenance crews continue to visually inspect all catch basins located in public right-of-way and remove debris as needed. During the next six months, any floating debris will be quantified in order to provide verification to the trash generation model.
- Two special items to note. 1) The storm drain system in Foster City is entirely submerged. Any plastic bottles or floating trash that enters through a storm inlet remains trapped in the storm inlet. The pipe is connected below the waterline. 2) It should also be noted that unlike traditional stormwater catch basins, catch basins in Foster City should be more correctly identified and detention basins. Each catch basin has a 12” sump. The benefit of the “sump” is that any material that enters the catch basin that doesn’t float sinks to the sump area and is not conveyed into the stormwater pipes.

Permittee Name: City of Foster City

- In FY 13-14, Foster City also participated in the initial development of a Model Trash Full Capture Device Operation and Maintenance (O&M) Verification Program initiated by SMCWPPP. The model program is intended to provide Permittees with a template for documenting O&M procedures, including inspection and maintenance frequencies. Over the course of the next year, Foster City plans to further document the city/county-specific O&M verification program by tailoring the Model Program developed by SMCWPPP to incorporate city-specific characteristics/processes. Additional details on Foster City's O&M verification program will be included in our FY 14-15 Annual Report.

Permittee Name: City of Foster City

C.10.b.iii ► Trash Hot Spot Assessment

Provide the volume of material removed during each MRP-required Trash Hot Spot cleanup during each fiscal year, and the dominant types of trash (e.g., glass, plastics, and paper) removed and their sources in FY 2013-14 to the extent possible.

Trash Hot Spot	FY 13-14 Cleanup Date	Volume of Trash Removed (cubic yards)				Dominant Type(s) of Trash in FY 2013-14	Trash Sources in FY 2013-14 (where possible)
		FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14		
San Miguel Beach FCY01	6/30/2014 & Monthly and as needed	1.0	1.0	1.0	1.0	Tennis balls, beverage containers, organic debris (floating leaves and branches)	Edgewater Plaza Shopping Center with restaurants, trees and numerous tennis courts adjacent to the lagoon.

Permittee Name: City of Foster City

C.10.c ► Long-Term Trash Load Reduction Plan

Provide descriptions of significant revisions made to your Long-term Trash Load Reduction Plan submitted to the Water Board in February 2014. Describe significant changes made to primary or secondary trash management areas (TMA), trash generation maps, control measures, or time schedules identified in your plan.

Description of Significant Revision(s)	Associated TMA
None	NA

C.10.d ► PART A - Trash Control Measure Implementation and Assessment (Jurisdictional-wide Actions)

Provide a description of each jurisdictional-wide trash control measure implemented to-date. Identify the dominant trash source(s) and dominant type(s) of trash addressed by each control measure. For each jurisdictional-wide measure, identify the trash assessment method(s) used to demonstrate on-going reductions, summarize the results of the assessment(s), and estimate the associated reduction of trash within your jurisdictional area

Control Measure	Summary Description of Control Measure & Dominant Trash Sources and Types	Assessment Method(s)	Summary of Assessment Results To-date	Estimated % Trash Reduced
Single-use Plastic Bag Ordinance or Policy	<p>Reusable Bag Ordinance, adopted April 22, 2013. Ordinance #571 (Attachment 6)</p> <p>Retail establishments in Foster City have been prohibited from distributing free single use carryout bags. Single use paper bags with a minimum recycled content or reusable bags may be sold for a minimum charge of \$0.10.</p> <p>The City Council adopted the County of San Mateo's ordinance (as have many jurisdictions in the County) and the County will enforce the ordinance. The County has set up a website with tips for business owners and residents. All retail establishments, including, but not limited to grocery, clothing, convenience, pharmacy stores in San Mateo County are affected.</p>	<p>On behalf of all SMCWPPP Permittees, the County of San Mateo conducted assessments evaluating the effectiveness of the single use plastic bag ban in municipalities within San Mateo County. Assessments conducted by the County included audits of businesses and surveys of customer bag usage at many businesses in San Mateo County. Additionally, the number of complaints by customers was also tracked by the County. The results of assessments conducted by these cities are assumed to be representative of all SMCWPPP Permittees, given the consistency between the scope, implementation, and enforcement of the ordinances among the municipalities.</p> <p>Foster City developed its % trash reduced estimate using the following assumptions: 1.) Single use plastic bags comprise 8% of the trash discharged from stormwater conveyances, based on the Regional Trash Generation Study conducted by BASMAA; 2) 95% of single use plastic bags distributed in the City are affected by the implementation of the ordinance, based on the County of San Mateo's Environmental Impact Report; and 3) Of the bags affected by the ordinance, there are now 90% less bags being distributed, based on customer complaints received by the County of San Mateo's Department of Environmental Health Services. This is conservative estimate given that in FY 13-14 Environmental Services only</p>	<p>Results of assessments conducted by the County of San Mateo on behalf of all municipalities in San Mateo County indicate that Foster City's ordinance is effective in reducing the number of single use plastic bags in stormwater discharges. This preliminary conclusion is based on the very small number of complaints received from customers about businesses in San Mateo County that are continuing to use single use plastic bags after ordinances were adopted. Assuming single use bags are 8% of the trash observed in stormwater discharges, Foster City concludes that there has been a 7% (i.e., 8% x 86% effectiveness in reducing bags) reduction in trash in stormwater discharges as a result of Foster City's ordinance.</p>	7%

Permittee Name: City of Foster City

		received complaints about 4, of the over 1900 businesses in San Mateo County that are affected by the single-use plastic bag ordinances.		
Expanded Polystyrene Food Service Ware Ordinance or Policy	Polystyrene ban for restaurants and food vendors, adopted October 17, 2011. Ordinance #567 (Attachment 7)	Although Foster City has adopted and implemented an ordinance prohibiting the distribution of EPS food ware by food vendors, evaluations of the effectiveness of the ordinance have not yet been conducted. For the purpose of estimating trash reductions in stormwater discharges associated with the ordinance, the results of assessments conducted by the cities of Los Altos and Palo Alto were used to represent the reduction of trash associated with Foster City's ordinance. Assessments conducted by these cities were conducted prior to and following the effective date of their ordinances, and include audits of businesses and/or assessments of EPS food ware observed on streets, storm drains and local creeks. The results of assessments conducted by these cities are assumed to be representative of the effectiveness of the Foster City's ordinance because the implementation (including enforcement) of Foster City's ordinance is similar to the City of Los Altos' and Palo Alto's. Foster City developed its % trash reduced estimate using the following assumptions: 1.) EPS food ware comprises 6% of the trash discharged from stormwater conveyances, based on the Regional Trash Generation Study conducted by BASMAA; 2) 80% of EPS food ware distributed by food vendors or sold via stores in Foster City is affected by the implementation of the ordinance; and 3) There is now 95% less EPS food ware being distributed, sold and/or observed in the environment, based on assessments conducted by the City of Palo Alto and City of Los Altos.	Results of assessments that are representative of Foster City, but were conducted by the cities of Los Altos and Palo Alto, indicate that Foster City's ordinance is effective in reducing EPS food ware in stormwater discharges. This conclusion is based on the following assessment result - an average of 95% of businesses affected by the ordinance are no longer distributing EPS food ware post-ordinance. Based on these results, the estimated average reduction of EPS food ware in stormwater discharges is 90%. Assuming EPS food ware is 6% of the trash observed in stormwater discharges, Foster City concludes that there has been a 5% (i.e., 6% x 90%) reduction in trash in stormwater discharges as a result of the ordinance.	5%
Public Education and Outreach Program	Provided education literature at the City's annual Art & Wine event in June and the City's 4th of July event booths.	BASMAA conducted post-campaign surveys in FY 13-14 to assess the effectiveness and impacts of their youth litter campaign "Be the Street". The methods	Reductions (i.e., trends) in the levels of trash in stormwater discharges that occur as a result of the implementation of Public	1%

	<p>On behalf of Foster City, SMCWPPP and BASMAA also implemented public education and outreach actions at the countywide and regional scales that were targeted at reducing the impacts of trash on local water bodies. For descriptions of these activities, please see Section 7 of the Program's Annual Report.</p>	<p>used by BASMAA are described in Appendix 16 of the Program's Annual Report.</p>	<p>Education and Outreach campaigns and programs are very difficult to measure. Both the inherent spatial and temporal variability in trash generation and the timeframes by which behavior change occurs as a result of education and outreach largely governs our ability to link this control measure to water quality outcomes. That said, changing littering behaviors is paramount to the long-term success of trash management programs. As described in Section 7 of the Program's Annual Report, Foster City has spent significant resources on local, county-wide, and public education and outreach programs that are slowly reducing the generation of trash at its source. Based on the results of assessments conducted by BASMAA in FY 13-14 to assess the effectiveness and impacts of their youth litter campaign "Be the Street" (see Program's Section 7), a modest conservative load reduction associated with public education and outreach programs is assumed.</p>	
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C.10.d ► PART B - Trash Control Measure Implementation and Assessment (TMA Specific Actions)

Complete the following trash control measure implementation and assessment summary for each primary trash management area (TMA) identified in your Long-term Plan. Include the following information:

- Identify the total jurisdictional area and the % of that area that generates very high (VH), high (H), moderate (M), or low (L) levels of trash;
- Identify the dominant trash source(s) and dominant type(s) of trash addressed or to-be addressed in the TMA;
- Include the area currently treated by full capture devices, the quantity and type of devices installed to-date, and the % of jurisdictional area that generates very high (VH), high (H), moderate (M), and low (L) levels of trash after accounting for reductions via full capture devices;
- Summarize control measures other than full capture devices implemented to-date, distinguishing between implementation that began pre- and post-MRP effective date. If not implemented in the entire TMA, describe generation category targeted and % of TMA addressed;
- Provide the % of the jurisdictional area that generates very VH, H, M or L levels of trash after accounting for all control measures implemented to-date;
- Describe the methods used to evaluate the effectiveness of control measures other than full capture devices, and any assessment results to-date. If the method was not implemented in the entire TMA, describe generation category targeted and % of TMA addressed; and
- Provide an estimate of the % of trash reduced in the TMA and jurisdiction-wide.

C.10.d ► PART B - Trash Control Measure Implementation and Assessment (TMA Specific Actions)								
TMA ID	TMA Area (Acres)	Dominant Sources	Dominant Types		% TMA in Each Trash Generation Category			
					VH	H	M	L
1	37	General litter from vehicles.	The trash discovered during inspection of TMA 1 consisted primarily of small items, such as cups and bottles floating on top of the water within the catch basins and were removed.	Baseline Generation (Pre-MRP)	0%	0%	100%	0%
Trash Full Capture Devices		Summary Descriptions of Full Trash Capture Devices (Quantity and Type)		After taking into account Full Capture Devices	0%	0%	100%	0%
Total Area (Acres)	0	NA						
% of TMA	0%							
% of VH/H/M	0%							
Summary Descriptions of Control Measures Implemented Since MRP Adoption, Other than Full Capture Devices				After taking into account all New or Enhanced (post-MRP) Control Measures	0%	0%	100%	0%
No additional control measures since the adoption of the MRP.								
Assessment Methods for Control Measures Other than Full Capture Devices								
As part of the City's Long-Term Trash Reduction Plan, we worked collaboratively with other SMCWPPP Permittees to develop our Pilot Trash Assessment Strategy (Strategy), which was submitted to the Water Board in Feb 2014. For areas where control measures other than full capture devices have been implemented, visual on-land trash assessment is the method used to determine the current level of trash in a TMA. Assessments are conducted using a protocol developed by BASMAA member agencies. For each TMA assessed, sites are selected using a probabilistic sample draw to randomly pick sites in a TMA and allow for extrapolation of results within an applicable TMA. Additionally, trash assessment sites may also be targeted to specific streets and properties (these results are not extrapolated). Changes in the level of trash observed via on-land assessments, along with the associated trash generation rates are then used to calculate reductions in trash to-date. The results of the assessments conducted in FY 13-14 are presented below. Additional information on the Strategy, the results of initial assessments, and the method used to calculate % reductions can be found in the Program's FY 13-14 Annual Report.								
Summary of Assessment Results To-date								
In Summer 2014, a total of 1 site or 1,300 linear feet of streets and sidewalks in this TMA (i.e., 16% of streets/sidewalks with M, H or VH generation rates) were assessed using the on-land visual assessment protocol. Based on the results of these assessments, the area in this TMA where control measures other than full capture devices are implemented was determined to have 0% low, 100% moderate, 0% high and 0% very high levels of trash. The results to the right include not only the reduction observed via on-land assessments, but also via full capture devices (as applicable).								
Estimated % Trash Reduction in TMA due to New or Enhanced Post-MRP actions					0%			
Estimated % Trash Reduction Jurisdiction-wide due to New or Enhanced Post-MRP actions					0%			

C.10.d ► PART B - Trash Control Measure Implementation and Assessment (TMA Specific Actions)									
TMA ID	TMA Area (Acres)	Dominant Sources	Dominant Types		% TMA in Each Trash Generation Category				
					VH	H	M	L	
2	39	General litter from vehicles.	The trash discovered during inspection of TMA 2 consisted primarily of small items, such as cups and bottles floating on top of the water within the catch basins and were removed.	Baseline Generation (Pre-MRP)	0%	0%	99%	1%	
Trash Full Capture Devices		Summary Descriptions of Full Trash Capture Devices (Quantity and Type)			After taking into account Full Capture Devices	0%	0%	53%	47%
Total Area (Acres)	18	A customized full trash capture Roscoe Moss device was installed to capture any trash from TMA #'s 2C, 2D, 2E, 2F (North of California State Route 92).							
% of TMA	47%								
% of VH/H/M	46%								
Summary Descriptions of Control Measures Implemented Since MRP Adoption, Other than Full Capture Devices					After taking into account all New or Enhanced (post-MRP) Control Measures	0%	0%	53%	47%
No additional control measures since the adoption of the MRP.									
Assessment Methods for Control Measures Other than Full Capture Devices									
As part of the City's Long-Term Trash Reduction Plan, we worked collaboratively with other SMCWPPP Permittees to develop our Pilot Trash Assessment Strategy (Strategy), which was submitted to the Water Board in Feb 2014. For areas where control measures other than full capture devices have been implemented, visual on-land trash assessment is the method used to determine the current level of trash in a TMA. Assessments are conducted using a protocol developed by BASMAA member agencies. For each TMA assessed, sites are selected using a probabilistic sample draw to randomly pick sites in a TMA and allow for extrapolation of results within an applicable TMA. Additionally, trash assessment sites may also be targeted to specific streets and properties (these results are not extrapolated). Changes in the level of trash observed via on-land assessments, along with the associated trash generation rates are then used to calculate reductions in trash to-date. The results of the assessments conducted in FY 13-14 are presented below. Additional information on the Strategy, the results of initial assessments, and the method used to calculate % reductions can be found in the Program's FY 13-14 Annual Report.									
Summary of Assessment Results To-date									
On-land visual assessments were not conducted in this TMA in FY 13-14 and therefore no load reductions associated control measures other than full capture devices are assumed to have occurred. Assessments may be conducted in subsequent year.									
					Estimated % Trash Reduction in TMA due to New or Enhanced Post-MRP actions		46%		
					Estimated % Trash Reduction Jurisdiction-wide due to New or Enhanced Post-MRP actions		15%		

C.10.d ► PART B - Trash Control Measure Implementation and Assessment (TMA Specific Actions)									
TMA ID	TMA Area (Acres)	Dominant Sources	Dominant Types		% TMA in Each Trash Generation Category				
					VH	H	M	L	
3	26	General litter from vehicles.	The trash discovered during inspection of TMA 3 consisted primarily of small items, such as cups and bottles floating on top of the water within the catch basins and was removed.	Baseline Generation (Pre-MRP)	0%	0%	100%	0%	
Trash Full Capture Devices		Summary Descriptions of Full Trash Capture Devices (Quantity and Type)			After taking into account Full Capture Devices	0%	0%	100%	0%
Total Area (Acres)	0	NA							
% of TMA	0%								
% of VH/H/M	0%								
Summary Descriptions of Control Measures Implemented Since MRP Adoption, Other than Full Capture Devices					After taking into account all New or Enhanced (post-MRP) Control Measures	0%	0%	0%	100%
<p>In TMA 3, the occupancy in 2 of the 4 small shopping centers that comprise this TMA has been reduced dramatically over the last 2-3 years. As a result, we are seeing an associated drop in litter due to reduce traffic in the center. The results of the on-land assessments performed in this TMA confirm the drop in litter. So we are temporarily reducing the trash loading and will reassess in subsequent assessments. In addition, the two of the four small shopping centers are currently undergoing the planning commission process that will convert them to mixed use (Retail/housing) and will likely be redeveloped in the upcoming years. As part of the new development design review process. The redeveloped centers will be designed with permanent trash control measures.</p>									
Assessment Methods for Control Measures Other than Full Capture Devices									
<p>As part of the City's Long-Term Trash Reduction Plan, we worked collaboratively with other SMCWPPP Permittees to develop our Pilot Trash Assessment Strategy (Strategy), which was submitted to the Water Board in Feb 2014. For areas where control measures other than full capture devices have been implemented, visual on-land trash assessment is the method used to determine the current level of trash in a TMA. Assessments are conducted using a protocol developed by BASMAA member agencies. For each TMA assessed, sites are selected using a probabilistic sample draw to randomly pick sites in a TMA and allow for extrapolation of results within an applicable TMA. Additionally, trash assessment sites may also be targeted to specific streets and properties (these results are not extrapolated). Changes in the level of trash observed via on-land assessments, along with the associated trash generation rates are then used to calculate reductions in trash to-date. The results of the assessments conducted in FY 13-14 are presented below. Additional information on the Strategy, the results of initial assessments, and the method used to calculate % reductions can be found in the Program's FY 13-14 Annual Report.</p>									
Summary of Assessment Results To-date									
<p>In Summer 2014, a total of 1 site or 1,300 linear feet of streets and sidewalks in this TMA (i.e., 32% of streets/sidewalks with M, H or VH generation rates) were assessed using the on-land visual assessment protocol. Based on the results of these assessments, the area in this TMA where control measures other than full capture devices are implemented was determined to have 100% low, 0% moderate, 0% high and 0% very high levels of trash. The results to the right include not only the reduction observed via on-land assessments, but also via full capture devices (as applicable).</p>									

Estimated % Trash Reduction in TMA due to New or Enhanced Post-MRP actions	100%
Estimated % Trash Reduction Jurisdiction-wide due to New or Enhanced Post-MRP actions	22%

C.10.d ► PART B - Trash Control Measure Implementation and Assessment (TMA Specific Actions)									
TMA ID	TMA Area (Acres)	Dominant Sources	Dominant Types		% TMA in Each Trash Generation Category				
					VH	H	M	L	
4	7	General litter from vehicles.	The trash discovered during inspection of TMA 4 consisted primarily of small items, such as cups and bottles floating on top of the water within the catch basins and was removed.	Baseline Generation (Pre-MRP)	0%	54%	0%	46%	
Trash Full Capture Devices		Summary Descriptions of Full Trash Capture Devices (Quantity and Type)			After taking into account Full Capture Devices	0%	54%	0%	46%
Total Area (Acres)	0	NA							
% of TMA	0%								
% of VH/H/M	0%								
Summary Descriptions of Control Measures Implemented Since MRP Adoption, Other than Full Capture Devices					After taking into account all New or Enhanced (post-MRP) Control Measures	0%	54%	0%	46%
No additional control measures since the adoption of the MRP.									
Assessment Methods for Control Measures Other than Full Capture Devices									
As part of the City's Long-Term Trash Reduction Plan, we worked collaboratively with other SMCWPPP Permittees to develop our Pilot Trash Assessment Strategy (Strategy), which was submitted to the Water Board in Feb 2014. For areas where control measures other than full capture devices have been implemented, visual on-land trash assessment is the method used to determine the current level of trash in a TMA. Assessments are conducted using a protocol developed by BASMAA member agencies. For each TMA assessed, sites are selected using a probabilistic sample draw to randomly pick sites in a TMA and allow for extrapolation of results within an applicable TMA. Additionally, trash assessment sites may also be targeted to specific streets and properties (these results are not extrapolated). Changes in the level of trash observed via on-land assessments, along with the associated trash generation rates are then used to calculate reductions in trash to-date. The results of the assessments conducted in FY 13-14 are presented below. Additional information on the Strategy, the results of initial assessments, and the method used to calculate % reductions can be found in the Program's FY 13-14 Annual Report.									
Summary of Assessment Results To-date									
In Summer 2014, a total of 1 site or 1,100 linear feet of streets and sidewalks in this TMA (i.e., 17% of streets/sidewalks with M, H or VH generation rates) were assessed using the on-land visual assessment protocol. Based on the results of these assessments, the area in this TMA where control measures other than full capture devices are implemented was determined to have 46% low, 0% moderate, 54% high and 0% very high levels of trash. The results to the right include not only the reduction observed via on-land assessments, but also via full capture devices (as applicable).									
Estimated % Trash Reduction in TMA due to New or Enhanced Post-MRP actions					0%				
Estimated % Trash Reduction Jurisdiction-wide due to New or Enhanced Post-MRP actions					0%				

C.10.d ► PART B - Trash Control Measure Implementation and Assessment (TMA Specific Actions)								
TMA ID	TMA Area (Acres)	Dominant Sources	Dominant Types		% TMA in Each Trash Generation Category			
					VH	H	M	L
5	2187	General litter from vehicles.	The trash discovered during inspection of TMA 5 consisted primarily of small items, such as cups and bottles floating on top of the water within the catch basins and was removed.	Baseline Generation (Pre-MRP)	0%	0%	0%	100%
Trash Full Capture Devices		Summary Descriptions of Full Trash Capture Devices (Quantity and Type)		After taking into account Full Capture Devices	0%	0%	0%	100%
Total Area (Acres)	141	NA						
% of TMA	6%							
% of VH/H/M	--							
Summary Descriptions of Control Measures Implemented Since MRP Adoption, Other than Full Capture Devices				After taking into account all New or Enhanced (post-MRP) Control Measures	0%	0%	0%	100%
No additional control measures since the adoption of the MRP.								
Assessment Methods for Control Measures Other than Full Capture Devices								
As part of the City's Long-Term Trash Reduction Plan, we worked collaboratively with other SMCWPPP Permittees to develop our Pilot Trash Assessment Strategy (Strategy), which was submitted to the Water Board in Feb 2014. For areas where control measures other than full capture devices have been implemented, visual on-land trash assessment is the method used to determine the current level of trash in a TMA. Assessments are conducted using a protocol developed by BASMAA member agencies. For each TMA assessed, sites are selected using a probabilistic sample draw to randomly pick sites in a TMA and allow for extrapolation of results within an applicable TMA. Additionally, trash assessment sites may also be targeted to specific streets and properties (these results are not extrapolated). Changes in the level of trash observed via on-land assessments, along with the associated trash generation rates are then used to calculate reductions in trash to-date. The results of the assessments conducted in FY 13-14 are presented below. Additional information on the Strategy, the results of initial assessments, and the method used to calculate % reductions can be found in the Program's FY 13-14 Annual Report.								
Summary of Assessment Results To-date								
On-land visual assessments were not conducted in this TMA in FY 13-14 and therefore no load reductions associated control measures other than full capture devices are assumed to have occurred. Assessments may be conducted in subsequent years.								
Estimated % Trash Reduction in TMA due to New or Enhanced Post-MRP actions					TMA generates a level of trash that does not adversely affect water quality and therefore no reductions are needed.			
Estimated % Trash Reduction Jurisdiction-wide due to New or Enhanced Post-MRP actions					NA			

Permittee Name: _____

C.10.d ► PART C – Estimated Overall Trash Load Reduction

For Population-based Permittees, provide an estimate of the overall trash reduction percentage achieved to-date within the jurisdictional area of your municipality that generates problematic trash levels (i.e., Very High, High or Moderate trash generation). Base the estimate on the information presented in C.10.d – Parts A and B and creek/shoreline cleanups not reported in C.10.b.iii. Provide a statement regarding the confidence in the estimate and challenges and/or successes in measuring progress towards the 40% trash reduction target described in provision C.10.

Discussion of Trash Reduction Estimate:

The preliminary trash load reduction estimates presented in this section provide the best available estimate of trash reduction from Foster City's municipal separate stormwater sewer system (MS4). These estimates were developed consistent with the trash reduction framework developed in collaboration with Water Board staff in 2013-14, and the Pilot SMCWPPP Trash Assessment Strategy submitted to the Water Board in February 2014. All estimates are based on available information collected by Foster City, should be considered preliminary at this time, and are subject to revision by Permittees based on additional information on the effectiveness of trash controls, the magnitude and extent of trash control measure implementation, and/or the levels of trash discharged from Foster City's MS4.

Trash reduction estimates were based on initial data collection efforts that began in FY 13-14 and utilize the verified levels of baseline trash generation in Foster City. Reductions associated with jurisdictional-wide trash control measures, trash full capture devices, other TMA-specific control measures, and trash cleanup events in local creeks and shorelines are included. Reductions associated with jurisdictional-wide actions are based on a combination of data collection and observations applicable to Foster City. Reductions associated with trash full capture devices assume that trash generated in areas treated by effectively maintained devices reduce trash to a level of "no adverse impacts" to local water bodies. For control measures other than full capture devices, all reductions estimates are based on empirical observations of current trash levels (i.e., on-land visual assessments) and associated reductions in applicable trash management areas. Reductions associated with creek and shoreline cleanups are based on the amount of trash removed via these cleanups in FY 13-14, in comparison to baseline trash generation in Foster City.

Estimated % Trash Reduction due to Jurisdictional-wide Actions	13%
Estimated % Trash Reduction due to Trash Full Capture Devices (All TMAs)	15%
Estimated % Trash Reduction due to Other Control Measures (All TMAs)	22%
SubTotal for Above Actions	50%
Estimated % Trash Reduction due to Creek/Shoreline Cleanups (All TMAs)	0%
Total Estimated % Trash Reduction in FY 13-14	50%

Section 11 - Provision C.11 Mercury Controls

C.11.a.i ► Mercury Recycling Efforts

List below or attach lists of efforts to promote, facilitate, and/or participate in collection and recycling of mercury containing devices and equipment at the consumer level (e.g., thermometers, thermostats, switches, bulbs).

Please refer to SMCWPPP's FY 2013/14 Annual Report for details regarding countywide efforts to promote and facilitate collection and recycling of mercury containing devices and equipment at the consumer level through San Mateo County Health Department's Household Hazardous Waste (HHW) Program and Very Small Quantity Generator Business Collection (VSQG) Program.

1) Promotion

The City of Foster City provides for door-to-door HHW collection including thermostats. The program is promoted on the websites of Foster City and Recology. Information is also provided in the bi-monthly garbage collection bills.

Residential Door-to-Door HHW Collection Program

Properly and safely managing residential Household Hazardous Waste (HHW) including automotive wastes, chemical wastes (pool, paint, cleaning, and gardening products) and other items such as fluorescent lamps, computers and sharps is now as easy as picking up the phone or sending an e-mail. Residents just need to follow an easy three-step process and At Your Door Special Collection will conveniently collect from your home your HHW and other eligible items that cannot be disposed of in your garbage or recycled in your curbside recycling program.

This program is for all Foster City residents (single-family, condos, townhomes and apartments). Residents do not need to pay a separate fee for using the Door-to-Door program, the costs are already included in the garbage bills. Residents may schedule as many appointments as needed.

Contact At Your Door, at 800-HHW-PKUP (800-449-7587) to schedule an appointment for a door to door pickup.

Accepted Materials:

- Automotive Products (motor oil, anti-freeze)
- [Batteries](#) (home & car)
- Latex and oil-based paints, varnishes and stains
- Paint thinners and degreasers
- Pool and spa chemicals
- Household cleaners and cleaning supplies
- Aerosol spray cans (non-empty)
- Furniture and metal polishes
- Pesticides, herbicides, insecticides, and garden chemicals

- Photographic chemicals
- Art and hobby supplies
- Fuels
- Propane tanks from barbecues
- Mercury Containing Items ([fluorescent light bulbs](#), old thermometers, etc.)
- Consumer electronics, TVs, computers, laptops, cell phones

Not Accepted Materials:

- Ammunition · Asbestos
- Biological Materials
- Business-generated materials
- Electronics
- Explosives
- Radioactive Materials
- Compressed Gas Cylinders

For a more complete list of items accepted through the City's door-to-door collection program, please go to <http://www.rethinkwaste.org/residents/beyond-cart/household-hazardous-waste>

2) **Facilitation/Organization**

- In addition to the HHW collection on call service, the City also provided two special "E-waste collection events" The City provided the facility location and staff to add in the event. The events were held on 8/17/2013 and 5/3/ 2014.
- In addition, two special E-waste collection events were sponsored by the San Mateo County Sheriffs Association and held at Foster City City Hall, 610 Foster City Bl. on 7/27/13 and Marina Point Condo Complex on March 15, 2014.
- Also, the last weekend of each month, a Free E-Waste Collection site is co-sponsored by 5A Rent-A-Space and Geeks On Call to help keep Foster City ecologically clean! The e-waste material is brought to 1221 E. Hillsdale Blvd. from 10 AM - 5 PM on Saturday or Sunday. The event accepts computers, monitors, televisions and any other electronic equipment but no appliances. Additional information can be obtained by calling (650) 341-2964 9am-6pm daily for more information.

3) Collection of:

- a) In addition to the door-to-door HHW collection program, Mercury-containing devices and equipment at designated drop-off points or HHW drop-off events organized and conducted by Foster City throughout the year. However, the materials are collected by Recology or their contractor on behalf of the City.
- b) Mercury-containing devices and equipment by your municipality or contractors at individual residences. Services provided at individual residences include curbside collection and scheduled pickups of HHW by your agency, HHW Program staff and/or designated contractors. NOTE: a very limited number of HHW Programs and cities provide these services. Provide the number of residents that use curbside collection and/or schedule pickups of mercury-containing devices and equipment.

C.11.a.ii ► Mercury Collection

Provide an estimate of the mass of mercury collected through these efforts, or provide a reference to a report containing this estimate.

Please refer to the FY 13-14 SMCWPPP Annual Report for an estimate of the mass of mercury collected through the San Mateo County Health Department's Household Hazardous Waste (HHW) Program and Very Small Quantity Generator Business Collection (VSQG) Program.

Mercury Containing Device/Equipment	Total Amount of Devices Collected	Estimated Mass of Mercury Collected
Fluorescent Lamps ⁸² (linear feet)		
CFLs ⁸³ (each)		
Thermostats ⁸⁴ (each)		
Thermostats (lbs)		
Thermometers (each)		
Switches (lbs)		
Total Mass of Mercury Collected During FY 2013-2014:		

⁸² Only linear fluorescent lamps should be included

⁸³ Only compact fluorescent lamps should be included

⁸⁴ Thermostats can be reported by quantity or by pounds. Whichever unit is used, please avoid double-counting.

- C.11.b ▶ Monitor Methylmercury**
- C.11.c ▶ Pilot Projects to Investigate and Abate Mercury Sources in Drainages**
- C.11.d ▶ Pilot Projects to Evaluate and Enhance Municipal Sediment Removal and Management Practices**
- C.11.e ▶ Conduct Pilot Projects to Evaluate On-Site Stormwater Treatment via Retrofit**
- C.11.f ▶ Diversion of Dry Weather and First Flush Flows to POTWs**
- C.11.g ▶ Monitor Stormwater Mercury Pollutant Loads and Loads Reduced**
- C.11.h ▶ Fate and Transport Study of Mercury In Urban Runoff**
- C.11.i ▶ Development of a Risk Reduction Program Implemented Throughout the Region**
- C.11.j ▶ Develop Allocation Sharing Scheme with Caltrans**

State below if information is reported in a separate regional report. Municipalities that participate directly in regional activities to can provide descriptions below.

Summary

A summary of SMCWPPP and regional accomplishments for these sub-provisions are included within the C.11 Mercury Controls section of Program's FY 13-14 Annual Report and March 2014 Integrated Monitoring Report, Parts B and C.

Section 12 - Provision C.12 PCBs Controls

C.12.a.ii,iii ▶ Ongoing Training

(For FY 10-11 Annual Report and Each Annual Report Thereafter) List below or attach description of ongoing training development and inspections for PCB identification, including documentation and referral to appropriate regulatory agencies (e.g. county health departments, Department of Toxic Substances Control, California Department of Public Health, and the Water Board) as necessary.

Description:

As building equipment is removed or replaced, the locations are checked for PCB's.. To date, no known locations have been determined.

C.12.b ▶ Conduct Pilot Projects to Evaluate Managing PCB-Containing Materials and Wastes during Building Demolition and Renovation Activities

C.12.c ▶ Pilot Projects to Investigate and Abate On-land Locations with Elevated PCB Concentrations

C.12.d ▶ Conduct Pilot Projects to Evaluate and Enhance Municipal Sediment Removal and Management Practices

C.12.e ▶ Conduct Pilot Projects to Evaluate On-Site Stormwater Treatment via Retrofit

C.12.f ▶ Diversion of Dry Weather and First Flush Flows to POTWs

C.12.g ▶ Monitor Stormwater PCB Pollutant Loads and Loads Reduced

C.12.h ▶ Fate and Transport Study of PCBs In Urban Runoff

C.12.i ▶ Development of a Risk Reduction Program Implemented Throughout the Region

State below if information is reported in a separate regional report. Municipalities that participate directly in regional activities to can provide descriptions below.

Summary

A summary of SMCWPPP and regional accomplishments for these sub-provisions are included within the C.12 PCBs Controls section of Program's FY 13-14 Annual Report and March 2014 Integrated Monitoring Report, Parts B and C.

Section 13 - Provision C.13 Copper Controls

C.13.a.iii.(2) ► Training, Permitting and Enforcement Activities

(FY 11-12 Annual Report and each Annual Report thereafter) Provide summaries of activities implemented to manage waste generated from cleaning and treating of copper architectural features, including copper roofs, during construction and post-construction including. :

- Development of BMPs on how to manage the water during and post construction
- Requiring the use of appropriate BMPs when issuing building permits
- Educating installers and operators on appropriate BMPs
- Enforcement actions taken against noncompliance

- **Development of BMPs: The Countywide Program collaborated with BASMAA to develop BMPs to manage waste generated from cleaning and treating of copper architectural features, including copper roofs, during construction and post construction.**
- **Permitting Procedures to Require the BMPs: The Countywide Program updated its Stormwater Requirements Checklist to include the architectural copper BMPs in the list of source controls measures that may apply to projects. The checklist is distributed to applicants during entitlement and building permit phase and required for completion prior to permit issuance.**
- **Educating Installers and Operators: The City uses the educational flyer on the BMPs, prepared by the Countywide Program. The flyer is posted in the Planning and Building Division public display area.**
- **Enforcement Actions against Noncompliance: Enforcement actions for noncompliance follow the City's Enforcement Response Plan. There were no enforcement actions for noncompliance of architectural BMPs during the FY 13-14 reporting period.**

C.13.d.iii ► Industrial Sources Copper Reduction Results

Based upon inspection activities conducted under Provision C.4, highlight copper reduction results achieved among the facilities identified as potential users or sources of copper, facilities inspected, and BMPs addressed.

Summary

The City is unaware of any sources of copper within Foster City. New commercial projects are reviewed and prohibits the use of copper architectural features.

Section 14 - Provision C.14 PBDE, Legacy Pesticides and Selenium Controls

Note: There are no reporting requirements in the FY 13-14 Annual Report for Section C.14.

Section 15 - Provision C.15 Exempted and Conditionally Exempted Discharges

C.15.b.iii.(1), C.15.b.iii.(2) ► Planned and Unplanned Discharges of Potable Water

Is your agency a water purveyor?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If No , skip to C.15.b.vi.(2):				
If Yes , Complete the attached reporting tables or attach your own table with the same information. Provide any clarifying comments below.				
Comments: There were no water breaks last FY that resulted in potable water entering the Bay. All water was contained with the lagoon system. If planned discharges are performed, all water is dechloraminated and runoff held within the lagoon system and not discharged into the bay. The discharge location into the lagoon is monitored to ensure no chlorine is present.				

C.15.b.vi.(2) ► Irrigation Water, Landscape Irrigation, and Lawn or Garden Watering

Provide implementation summaries of the required BMPs to promote measures that minimize runoff and pollutant loading from excess irrigation. Generally the categories are: <ul style="list-style-type: none"> • Promote conservation programs – Foster City adopted the Outdoor Landscape Efficiency Ordinance in January 2010. The City also promotes conservation programs including irrigation controllers and synthetic turf rebate programs through water bill inserts and application materials in public places. Also, beginning in February 2014, in response to the San Francisco Public Utilities Commission's recommended 10% voluntary reduction, the City of Foster City began to issue public information through Public Information channel such as: Electronic Marque, press releases, articles in local newspaper, and counter information. • Promote outreach for less toxic pest control and landscape management – The City encourages IPM. • Promote use of drought tolerant and native vegetation – The City participates in the "Lawn Be Gone" program and has Tiered water rates which results in reduced outside water use. • Implement Illicit Discharge Enforcement Response Plan for ongoing, large volume landscape irrigation runoff. – The City has a code enforcement person that will contact property owner for water wasting.
Summary: The City is still using tiered water rates since FY 10-11. The rates and tiers are attached. Water use overall for the City has been reduced from 5.3 MGD to 4.0 MGD since 2009. The reduction is largely concentrated in the irrigation sector.

C.15.b.iii.(1) ► Planned Discharges of the Potable Water System										
Site/ Location	Discharge Type	Receiving Waterbody(ies)	Date of Discharge	Duration of Discharge (military time)	Estimated Volume (gallons)	Estimated Flow Rate (gallons/day)	Chlorine Residual (mg/L)	pH (standard units)	Discharge Turbidity ⁸⁵ (NTU)	Implemented BMPs & Corrective Actions
No discharges into the bay										

⁸⁵ Monitor the receiving water for turbidity if necessary and feasible. Include data in this column if available.

C.15.b.iii.(2) ► Unplanned Discharges of the Potable Water System ⁸⁶														
Site/ Location	Discharge Type	Receiving Waterbody(ies)	Date of Discharge	Discharge Duration (military time)	Estimated Volume (gallons)	Estimated Flow Rate (gallons/day)	Chlorine Residual (mg/L) ⁸⁷	pH (standard units) ⁵²	Discharge Turbidity (Visual) ⁵²	Implemented BMPs & Corrective Actions	Time of discharge discovery	Regulatory Agency Notification Time ⁸⁸	Inspector arrival time	Responding crew arrival time
No discharges into the bay														

⁸⁶ This table contains all of the unplanned discharges that occurred in this FY.

⁸⁷ Monitoring data is only required for 10% of the unplanned discharges. If you monitored more than 10% of your unplanned discharges, report all of the data collected.

⁸⁸ Notification to Water Board staff is required for unplanned discharges where the chlorine residual is >0.05 mg/L and total volume is ≥ 50,000 gallons. Notification to State Office of Emergency Services is required after becoming aware of aquatic impacts as a result of unplanned discharge or when the discharge might endanger or compromise public health and safety.

Attachment 1

**ESTERO MUNICIPAL IMPROVEMENT DISTRICT
FOSTER CITY LAGOON
NPDES PERMIT # CA0037982**

Do "DRY"
WEATHER
MONITORING

Sample Taken By: J Bañuelos Date: 7-18-2013 Time: 8:00 AM/PM

SAMPLING STATIONS

Type of Sample	Limits	E-001	E-002	I-1	LG-1	LG-2	LG-3	C-1	C-1	C-3
Temp. (C)	*****	18.41	20.69	20.39	22.44	21.50	21.61	N/A	N/A	N/A
Conductivity (SPC)		49.4	37.1	48.9	35.6	35.5	37.1	N/A	N/A	N/A
DO	>5 mg/L	9.64	7.02	7.48	4.25	6.71	7.06	N/A	N/A	N/A
pH	6.5 - 8.5	7.50	9.02	8.47	8.67	8.81	9.24	N/A	N/A	N/A
Turbidity	<50 JIU	33.7	8.7	33.1	12.9	12.1	47.0	N/A	N/A	N/A
Color	*****	0.7	0.1	0.7	1.3	0.2	1.2	N/A	N/A	N/A
Grease	<15 mg/L	LAB	LAB	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chlorophyll "a"	<0.5 mg/L	LAB	LAB	LAB	LAB	LAB	LAB	N/A	N/A	N/A
BOD	<20 mg/L	LAB	LAB	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Standard Observations (Mark with Y or N)

Oil	N/A									
Particulate Matter	N/A									
Foam	N/A									
Aquatic Growths	N/A									

Samples Received By: _____

Signature _____

Delivery to Lab Date _____

Date/Time

No. of Samples Received _____

Sample locations

DO "DRY"
WEATHER
MONITORING

ESTERO MUNICIPAL IMPROVEMENT DISTRICT
FOSTER CITY LAGGON
NPDES PERMIT # CA0037982

Sample Taken By: Sorge B

Date: 9-16-2013

Time: 8:00 AM/PM

SAMPLING STATIONS

Type of Sample	Limits	E-001	E-002	I-1	LG-1	LG-2	LG-3	C-1	C-1	C-3
Temp. (C)	*****	20.47	19.39	20.39	22.48	21.70	21.69	N/A	N/A	N/A
Conductivity (SPC)		43.3	50.1	50.2	42.4	41.5	42.7	N/A	N/A	N/A
DO	>5 mg/L	6.76	5.40	7.12	6.04	6.13	6.22	N/A	N/A	N/A
pH	6.5 - 8.5	9.08	8.49	9.35	9.23	9.33	9.20	N/A	N/A	N/A
Turbidity	<50 JIU	33.5	30.8	29.7	21.9	21.0	11.4	N/A	N/A	N/A
Color	*****	0.0	0.5	0.7	0.1	0.5	0.0	N/A	N/A	N/A
Grease	<15 mg/L	LAB	LAB	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Chlorophyll "a"	<0.5 mg/L	LAB	LAB	LAB	LAB	LAB	LAB	N/A	N/A	N/A
BOD	<20 mg/L	LAB	LAB	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Standard Observations (Mark with Y or N)

Oil	N/A									
Particulate Matter	N/A									
Foam	N/A									
Aquatic Growths	N/A									

Samples Received By: _____

Signature _____

Delivery to Lab Date _____

Date/Time

No. of Samples Received

Sample locations

Municipal Service Center SWPPP Inspection Form

Date of Inspection: <u>5/19/14</u>	Time of Inspection: <u>1:00 PM</u>
Weather During Inspection: <u>Dry</u>	
Name of Inspector: <u>Mike McElligott M.W.</u>	
Field Contact: <u>same</u>	

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If <u>Partially</u> or <u>Not at all</u> , <u>explain below.</u> If you need more space, explain further at bottom of section.
General Yard Housekeeping	1. All storm drain inlets are labeled?	C	
	2. Activities are planned and scheduled in a manner which considers the use of BMPs to protect the storm water drainage systems?	C	
	3. Is staff aware of where the flow of a leak, spill, or other runoff would go?	C	
	4. Spill response materials are maintained and available (e.g., spill kits)?	C	
	5. Spills are controlled as soon as it is safe to do so?	C	
	6. Drips are cleaned up immediately. No evidence of drips during inspection?	C	
	7. Spills or drips are not washed down?	C	
	8. Dry clean-up methods are used and clean up materials are collected and properly disposed of (e.g., Dryorb)?	C	
	9. Hazardous and liquid products are in covered storage with lids tightly secured. Containers are labeled with contents.	C	
	10. Containers are kept covered until needed. Before transport? Before transporting liquids, staff checks container lids make sure the lids are secured?	C	
	11. Vehicle and equipment washing is allowed only at the wash pad.	C	

Municipal Service Center SWPPP Inspection Form

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If <u>Partially</u> or <u>Not at all</u> , <u>explain below</u> . If you need more space, explain further at bottom of section.
	12. Vehicles and equipment observed daily for leaks; repairs made as soon as possible. No evidence of drips during inspection?	C	
	13. Drip pans or absorbent pads are used to contain leaks until repairs are complete?	C	
	14. Suspected illicit discharges are reported?	C	
	15. Material and equipment storage areas are maintained clean and orderly?	C	
General Yard Housekeeping	16. Excess materials, equipment and empty containers are properly reused, recycled, or cleaned and disposed of?	C	
	17. Storage areas are regularly observed and clean work areas are maintained?	C	
	18. Materials that have the potential to discharge pollutants to the storm water drainage system are covered before predicted rains?	C	
	19. Equipment and buildings maintained to avoid peeling paint, rust and degradation.	C	
	20. Corporation Yard is swept quarterly?	C	
	21. Waste receptacles are water tight and lids are kept closed when not in use?	C	
	22. Silt sacks at all storm drain drop inlets were replaced with filtration/ hydrocarbon sorbents in September, or more frequently if needed?	N	Silt sack will be installed in sept. 2014

Inspection Observations and Follow-up Actions: (Identify reason for ineffective BMPs, evidence of spills or releases, and note follow-up actions)

Municipal Service Center SWPPP Inspection Form

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If <u>Partially</u> or <u>Not at all</u> , <u>explain below</u> . If you need more space, explain further at bottom of section.
Wash Pad	1. Washing instructions are posted at the wash pad?	C	
	2. Vehicles/equipment are parked/placed upslope of the drain so that all wash water drains to the inlet?	C	
	3. Overspray and track out of wash water is minimized?	C	
	4. Hoses are turned off when not actively washing?	C	
	5. Washing is avoided during rain events?	C	
	6. Vehicles are not washed when wet wastes are being dewatered at the pad.	C	
	7. Wet waste (e.g., material removed from storm drains) is dewatered at the wash pad before being placed into the bunkers?	N	Wet waste is placed in a drying bed that drains in to the sanitary sewer
	8. Berm the downslope side of the wash area is present to minimize runoff?	C	
	9. Solids are pumped out of the sewer catch basin weekly?	C	
	10. Evidence of excessive track-out or runoff from wash area?	C	

Municipal Service Center SWPPP Inspection Form

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If <u>Partially</u> or <u>Not at all</u> , <u>explain below</u> . If you need more space, explain further at bottom of section.
Gasoline and Diesel Deliveries and Storage	1. SPCC is current and implemented.	C	
	2. Purchasing Supervisor inspects USTs monthly.	C	
	3. UST Operator inspects leak detection systems and maintains inspection records.	C	
	4. City staff inspects ASTs monthly and maintains inspection records.	C	
	5. Vendor deliveries of fuel are observed.	C	
	6. Fuel suppliers meet the minimum requirements and regulations for tank truck unloading established by the USDOT.	C	
	7. Drip pans or oil absorbing pads are used under hose connections during fuel deliveries.	C	

Inspection Observations and Follow-up Actions: (Identify reason for ineffective BMPs, evidence of spills or releases, and note follow-up actions)

Municipal Service Center SWPPP Inspection Form

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If <u>Partially</u> or <u>Not at all</u> , <u>explain below.</u> If you need more space, explain further at bottom of section.
Gasoline and Diesel Fueling	1. Pavement at dispensing area is concrete?	C	
	2. Fuel nozzles have automatic shutoffs?	C	
	3. Unattended fueling is prohibited?	C	
	4. Instructions are provided on fueling operations, including what to do in the event of a spill and location of spill kits?	C	
	5. "Do Not Top Off" signs are posted?	C	
	6. Spill kits are at each dispensing station?	C	
	7. Silicone storm drain inlet covers are maintained at the diesel fuel station?	C	
	8. Spill kits are inspected monthly and restocked as needed. Confirm spill kits are present?	C	
	9. Small drips are cleaned up immediately. No evidence of drips or dry absorbent on ground during inspection?	C	
	10. Fuel dispensers are free of oily residue and rags are managed properly?	C	

Inspection Observations and Follow-up Actions: (Identify reason for ineffective BMPs, evidence of spills or releases, and note follow-up actions)

Municipal Service Center SWPPP Inspection Form

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If <u>Partially</u> or <u>Not at all</u> , <u>explain below</u> . If you need more space, explain further at bottom of section.
Hazardous Waste Management	1. Diesel emulsion waste is collected in 55-gallon drums in covered spill pallet?	C	
	2. Small quantities of hazardous waste are stored in the hazardous was holding area?	C	
	3. Wastes are segregated, containerized, labeled, and stored on the covered spill pallets?	C	
	4. All Containers and containment meets hazardous waste accumulation/storage requirements?	C	
	5. Hazardous wastes are regularly removed by a licensed hazardous waste hauler?	C	
	6. Hazardous waste manifests are maintained?	C	
	7. Waste containers, containment and accumulation area are inspected weekly?	C	
	8. All hazardous waste is labeled with accumulation start date?	C	

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If <u>Partially</u> or <u>Not at all</u> , <u>explain below</u> . If you need more space, explain further at bottom of section.
Waste Management Area	1. Wastes are segregated to the extent possible?	C	
	2. Waste management areas do not contain sanitary sewage or hazardous wastes?	C	
	3. Stormwater run-on is diverted away from waste materials in bunkers?	C	

Municipal Service Center SWPPP Inspection Form

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If <u>Partially</u> or <u>Not at all</u> , <u>explain below</u> . If you need more space, explain further at bottom of section.
	4. Wastes are stored in the designated waste bunkers?	C	
	5. Wet wastes are dewatered at the wash pad before placing in the bunkers.	C	
	6. Bunkered wastes are transferred to debris boxes daily?	C	
	7. Debris boxes are picked up regularly for recycling or proper disposal?	C	
	8. Debris boxes are water tight, e.g., drain holes are plugged and boxes are free from cracks or damage that would allow liquids to drain out. No evidence of leaks during inspection?	C	
	9. Damaged debris boxes are replaced as needed?	C	
	10. Debris boxes are covered at the end of each work shift whenever rain is predicted?	C	
	11. Prior to predicted rain events the area is inspected and wastes are removed and the area swept if needed?	C	

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If Partially or Not at all, explain below. If you need more space, explain further at bottom of section.
Aggr egate Bunk	1. Loose material contained within bunkers to minimize dispersal by wind?	C	

Municipal Service Center SWPPP Inspection Form

	2. Bunkers are not overloaded?	C	
	3. Stormwater run-on is diverted away from stockpile materials?	C	
	4. Piles are covered when rain is predicted and during rain events or piles are protected with a sediment barrier?	C	
	5. Covers or sediment barriers are on hand to deploy when rain is predicted?	C	
	6. During rain events the materials in the bunkers shall be covered or protected with a gravel bag perimeter sediment barrier?	C	

Inspection Observations and Follow-up Actions: (Identify reason for ineffective BMPs, evidence of spills or releases, and note follow-up actions)

Activity/ Area	BMPs	Is BMP in place: Completely, Partially or Not at all? C/P/N	Is BMP Effective and Adequate? If <u>Partially</u> or <u>Not at all</u> , <u>explain below</u> . If you need more space, explain further at bottom of section.
Asphalt Emulsion Equipment	1. Pavers cleaned over absorbent pads, drip pans, plastic sheeting or other materials to collect residual cleaning wastes. No leaks evident during inspection?	N/A	
	2. Hazardous materials are managed per Hazardous Waste Management BMPs?	C	
	3. Diesel fuel used in kettle cleaning is properly stored and managed per the Hazardous Waste Management BMPs?	C	
	4. Machinery is maintained to minimize leaks and drips. No leaks evident during inspection?	C	

Municipal Service Center SWPPP Inspection Form

Inspection Observations and Follow-up Actions: (Identify reason for ineffective BMPs, evidence of spills or releases, and note follow-up actions)

Attachment 2

Model Stormwater Treatment or Hydromodification Management (HM) BMP O&M Verification Inspection Report Form

Reason for Inspection: First Inspection (required within 45 days of installation) Routine Inspection Response to Complaint Follow-up Follow-up Inspection Due:

NAME OF FACILITY - **NPJC Additional Parking Lot** ID# OR APN **094-980-070**

SITE ADDRESS - **700 Bounty Dr., Foster City, CA** Map Code:

CONTACT NAME - **Community Manager (Foster's Landing)** PHONE - **(650) 574-3060** PROJECT TYPE/ACTIVITY - **Bioretention Area** SIC

Is the property owner different than the facility owner? yes no If yes, complete the following: Location:

NAME - **BRE Properties** CONTACT: PHONE

MAILING ADDRESS - **700 Bounty Dr., Foster City, CA 94404** TITLE: PHONE

Is the BMP Operator different than the facility owner? yes no If yes, complete the following:

NAME: MAILING ADDRESS: CONTACT: TITLE: PHONE

Needed maintenance noted for the Treatment and/or HM BMPs below shall be completed within 30 days and notification of correction faxed, emailed or mailed to the over sight agency.

Needed Maintenance

Treatment BMP Type (Numbers in parentheses correspond to fact sheets in CASQA's New Development Handbook)	No visible problems	Trash or Debris	Pollutants	Rodent Holes	Hazardous Trees/Brush	Erosion or Scouring	Excessive Sediment	Liner Condition (if visible)	Spillway/Berm Damaged, Settled	Damaged Trash Rack or Screen	Inlet/Outlet Security (fence, gates)	Coating/Paint	Standing Water	Mosquitoes/Other Insects	Flow Spreader/Equalizer	Invasive Weeds or Vegetation	Poor Vegetation Cover < 90%	Pedestrian Path/Devegetation/Compaction	Vegetation Too Tall	Odors
Vegetated Swale (TC-30)																				
Extended Detention Basin (TC-22)																				
Bioretention Facility (TC-32)/ Flow-Through Planter <u>Vertex Separator</u>	X																			
Infiltration Basin (TC-11)																				
Water Quality Inlets - Oil/grit/water Separator (TC-50)																				
Media Filters - Sand Filters (TC-40)																				
Drain Inserts (MP-52)																				
HM Tank or Vault																				
Other																				

COMMENTS Date Treatment/HM BMP Installed (for first inspection only) Maintenance Documentation Reviewed? yes no Maintenance required in storm drain system? yes no

INSTALLATION WORKING COMPLETELY

BMP brochures distributed? Describe: Follow-up Required? Yes No Comments:

PRIORITY FOR RE-INSPECTION: 1. First 2. Second 3. Third REQUIRED COMPLIANCE DATE DATE CORRECTED

ENFORCEMENT: None Verbal Notice Warning Notice Administrative Action Administrative Action w/ Penalty &/or Cost Recovery Legal Action

O&M Representative: Inspector: [Signature]

Facility has closed or Facility Information has changed: yes no

Model Stormwater Treatment or Hydromodification Management (HM) BMP O&M Verification Inspection Report Form

Reason for Inspection: First Inspection (required within 45 days of installation) Routine Inspection Response to Complaint Follow-up Follow-up Inspection Due:

NAME OF FACILITY - **Gilead Surface Parking Lot**

SITE ADDRESS - **303 Velocity Way**

ID# OR APN
094-122-150

CONTACT NAME - **John Kennedy** PHONE - **650-522-2971** PROJECT TYPE/ACTIVITY - **First Inspection** SIC
Map Code:
Location:

Is the property owner different than the facility owner? yes no
If yes, complete the following:
NAME CONTACT: PHONE
MAILING ADDRESS TITLE:

Is the BMP Operator different than the facility owner? yes no
If yes, complete the following:
NAME CONTACT: PHONE
MAILING ADDRESS TITLE:

Needed maintenance noted for the Treatment and/or HM BMP's below shall be completed within 30 days and notification of correction faxed, emailed or mailed to the over sight agency.

Treatment BMP Type (Numbers in parentheses correspond to fact sheets in CASQA's New Development Handbook)	Needed Maintenance																					
	No visible problems	Trash or Debris	Pollutants	Rodent Holes	Hazardous Trees/Brush	Erosion or Scouring	Excessive Sediment	Liner Condition (if visible)	Spillway/Berm Damaged, Settled	Damaged Trash Rack or Screen	Inlet/Outlet	Security (fence, gates)	Coating/Paint	Standing Water	Mosquitoes/Other Insects	Flow Spreader/Equalizer	Invasive Weeds or Vegetation	Poor Vegetation Cover > 90%	Pedestrian Path/Devegetation/Compaction	Vegetation Too Tall	Odors	
Vegetated Swale (TC-30)																						
Extended Detention Basin (TC-22)																						
Biorétention Facility (TC-32)/Flow-Through Planter	X																					
Vortex Separator (MP-51)																						
Infiltration Basin (TC-11)																						
Water Quality Inlets -Oil/gut/water Separator (TC-50)																						
Media Filters - Sand Filters (TC-40)																						
Drain Inserts (MP-52)																						
HM Tank or Vault																						
Other																						

COMMENTS Date Treatment/HM BMP installed (for first inspection only) 1/17/14 Maintenance Documentation Reviewed? yes no Maintenance required in storm drain system? yes no
INSTALLATION WORKING PROBABLY

BMP brochures distributed? Describe:
Follow-up Required? Yes No Comments:

PRIORITY FOR RE-INSPECTION: 1. First 2. Second 3. Third REQUIRED COMPLIANCE DATE DATE CORRECTED
ENFORCEMENT: None Verbal Notice Warning Notice Administrative Action Administrative Action w/ Penalty &/or Cost Recovery Legal Action

O&M Representative: _____ Inspector: Alfonso Dorado

Attachment 3

C.4.b.iii(1)
Potential Facilities List
Facilities Inspected by San Mateo County

FACILITY NAME		STREET NAME	CITY
RICKSHAW CORNER RESTAURANT	901	EDGEWATER	FOSTER CITY
PIZZA HUT #281095	1141	TRITON	FOSTER CITY
FOSTER CITY MINI MART	1080	SHELL	FOSTER CITY
PLAZA GOURMET	929	EDGEWATER	FOSTER CITY
Lucky #710	919	Edgebrook	FOSTER CITY
MILK & HONEY CATERING	1459	BEACH PARK	FOSTER CITY
MCDONALDS RESTAURANT	1101	TRITON	FOSTER CITY
FOSTER CITY CORP YARD	100	LINCOLN CENTRE	FOSTER CITY
Safeway 0999	921	Hillsdale	FOSTER CITY
HARRYS HOFBRAU	1297	CHESS	FOSTER CITY
SWEET BASIL THAI CUISINE	1473	BEACH PARK	FOSTER CITY
CAFE SAVINI	950	TOWER	FOSTER CITY
GILEAD SCIENCES INC	344	LAKESIDE	FOSTER CITY
SUBWAY SANDWICH	969	EDGEWATER	FOSTER CITY
CALTRANS FOSTER CITY STATION	380	FOSTER CITY	FOSTER CITY
FOSTER CITY LIFT STA #29	909	HILLSDALE	FOSTER CITY
AUDUBON ELEMENTARY SCHOOL	841	GULL	FOSTER CITY
FOSTER CITY ELEMENTARY	461	BEACH PARK	FOSTER CITY
N BOWDITCH MIDDLE SCHOOL	1450	TARPON	FOSTER CITY
KOBE JAPANESE CUISINE & BAR	929	EDGEWATER	FOSTER CITY
EUREST @ VISA	800	METRO CENTER	FOSTER CITY
GILEAD SCIENCES INC	353	LAKESIDE	FOSTER CITY
CHEVRON STATION	1101	Hillsdale	FOSTER CITY
ARCO 06139	880	HILLSDALE	FOSTER CITY
FOSTER CITY TOUCHLESS CAR WASH	390	FOSTER CITY	FOSTER CITY
VALERO STORE #7044	501	Foster City	FOSTER CITY
COSTCO WHOLESALE	1001	METRO CENTER	FOSTER CITY
Costco Wholesale #147	1001	Metro Center	FOSTER CITY
GILEAD SCIENCES	346	LAKESIDE	FOSTER CITY
GILEAD SCIENCES	335	LAKESIDE	FOSTER CITY
LINKS AT MARINERS POINT	2401	3RD	FOSTER CITY
NOAHS BAGELS	1000	METRO CENTER	FOSTER CITY
BASIL CHA CHA CUISINE	1457	BEACH PARK	FOSTER CITY
ORCHARD SUPPLY HARDWARE #430	1010	Metro Center	FOSTER CITY
CITY OF FOSTER CITY - CITY HALL	610	FOSTER CITY	FOSTER CITY
BREWER ISLAND SCHOOL	1151	POLYNESIA	FOSTER CITY
99 RANCH MARKET	1070	FOSTER CITY	FOSTER CITY
STARBUCKS COFFEE	1066	FOSTER CITY	FOSTER CITY
APPLIED BIOSYSTEMS	1149	CHESS	FOSTER CITY
FOSTER CITY COFFEE HSE & BAKERY	969	EDGEWATER	FOSTER CITY
MARINERS POINT BAR LLC	2401	3RD	FOSTER CITY
EUREST @ VISA	801	METRO CENTER	FOSTER CITY
COURTYARD BY MARRIOTT (THE MARKET)	550	SHELL	FOSTER CITY
GILEAD SCIENCES INC	342	LAKESIDE	FOSTER CITY
Budget Truck Rental, LLC	1133	CHESS	FOSTER CITY
CAFE AT THE J	800	FOSTER CITY	FOSTER CITY
GILEAD SCIENCES INC	357	LAKESIDE	FOSTER CITY
IHOP #3063	531	FOSTER CITY	FOSTER CITY
THE BODY STUDIO EXPRESS	1455	BEACH PARK	FOSTER CITY
CITY OF FC-LIFT STATION 34		EDGEWATER	FOSTER CITY
CITY OF FC-LIFT STATION 28		VELOCITY	FOSTER CITY
CITY OF FC-LIFT STATION 22		SHELL	FOSTER CITY

C.4.b.iii(1)
Potential Facilities List
Facilities Inspected by San Mateo County

FACILITY NAME		STREET NAME	CITY
CITY OF FC-LIFT STATION 18		POMPANO	FOSTER CITY
CITY OF FC-LIFT STATION 16		BLUEFISH	FOSTER CITY
CITY OF FC-LIFT STATION 15		CHESS	FOSTER CITY
CITY OF FC-LIFT STATION 14		TURNSTONE	FOSTER CITY
CITY OF FC-LIFT STATION 12		KILDEER	FOSTER CITY
CITY OF FC-LIFT STATION 10		GULL	FOSTER CITY
CITY OF FC-LIFT STATION 9		HILLSDALE	FOSTER CITY
CITY OF FC-LIFT STATION 1		PILGRIM	FOSTER CITY
KENT CLEANERS	999	EDGEWATER	FOSTER CITY
BAYSHORE AMBULANCE	370	HATCH	FOSTER CITY
CROWNE PLAZA	1221	CHESS	FOSTER CITY
GILEAD SCIENCES INC	322	Lakeside	FOSTER CITY
GILEAD SCIENCES INC	324	LAKESIDE	FOSTER CITY
GILEAD SCIENCES INC	320	Lakeside	FOSTER CITY
VISA	900	METRO CENTER	FOSTER CITY
VISA INTERNATIONAL	801	METRO CENTRE	FOSTER CITY
VISA INTERNATIONAL	800	METRO CENTRE	FOSTER CITY
GILEAD SCIENCES INC	362	LAKESIDE	FOSTER CITY
PARKSIDE TOWERS	1001	HILLSDALE	FOSTER CITY
EQUITY OFFICE METRO CENTER	950	TOWER	FOSTER CITY
CVS/PHARMACY #9879	987	HILLSDALE	FOSTER CITY
Gilead Sciences Inc.	301	Velocity	FOSTER CITY
PENINSULA JEWISH COMMUNITY CENTER	800	FOSTER CITY	FOSTER CITY
VISA METRO 1 CAFE	900	METRO CENTER	FOSTER CITY
REC TECHNOLOGY US INC	1159	TRITON	FOSTER CITY
COOKING PAPA	949	EDGEWATER	FOSTER CITY
SOON KOREAN BBQ	1062	FOSTER CITY	FOSTER CITY
WATERFRONT PIZZA	969	EDGEWATER	FOSTER CITY
CHEVYS FRESH MEX	979	EDGEWATER	FOSTER CITY
EL TORITO RESTAURANT	388	VINTAGE PARK	FOSTER CITY
CHOW DOWN CATERING	1064	SHELL	FOSTER CITY
BURI TARA THAI CUISINE	939	EDGEWATER	FOSTER CITY
ROUND TABLE PIZZA	1084	FOSTER CITY	FOSTER CITY
GILEAD SCIENCES INC	384	FOSTER CITY	FOSTER CITY
Gilead B303	303	Velocity	FOSTER CITY
KENTA RAMEN	1495	BEACH PARK	FOSTER CITY
PRIOLA BODY SHOP	794	INDUSTRIAL	SAN CARLOS
GUIDEWIRE SOFTWARE INC	1001	HILLSDALE	FOSTER CITY
NEWCOMB MECHANICAL INC	1169	CHESS	FOSTER CITY
METRO CLEANERS	923	HILLSDALE	FOSTER CITY

Attachment 4

**C.4.b.iii.(2)
Facilities Scheduled for Inspection in FY14-15**

FACILITY NAME	SITE ADDRESS	Inspection Due Date	Inspection Frequency
THE BODY STUDIO EXPRESS	1455 BEACH PARK BLVD	12/12/2013	3090
BASIL CHA CHA CUISINE	1457 BEACH PARK BLVD	12/12/2013	3090
MILK & HONEY CATERING	1459 BEACH PARK BLVD	12/12/2013	3090
GILEAD SCIENCES	335 LAKESIDE DR	12/13/2013	3090
SWEET BASIL THAI CUISINE	1473 BEACH PARK BLVD	12/14/2013	3090
SOON KOREAN BBQ	1062 FOSTER CITY BLVD	12/19/2013	3090
STARBUCKS COFFEE	1066 FOSTER CITY BLVD	12/19/2013	3090
RICKSHAW CORNER RESTAURANT	901 EDGEWATER BLVD E	1/5/2014	3090
99 RANCH MARKET	1070 FOSTER CITY BLVD	1/24/2014	3090
COOKING PAPA	949 A EDGEWATER BLVD	2/13/2014	3090
IHOP #3063	531 FOSTER CITY BLVD C	2/14/2014	3090
KENT CLEANERS	999 EDGEWATER BLVD D	3/7/2014	3090
CHEVYS FRESH MEX	979 EDGEWATER BLVD A	3/12/2014	3090
FOSTER CITY CORP YARD	100 LINCOLN CENTRE DR	3/28/2014	3090
VISA INTERNATIONAL	800 METRO CENTRE BLVD	3/28/2014	3090
EUREST @ VISA	801 METRO CENTER BLVD	3/30/2014	3090
VISA INTERNATIONAL	801 METRO CENTRE BLVD	4/11/2014	3090
VISA	900 METRO CENTER BLVD	4/11/2014	3090
PLAZA GOURMET	929 EDGEWATER BLVD C	4/24/2014	3090
MCDONALDS RESTAURANT	1101 TRITON DR	4/30/2014	3090
CVS/PHARMACY #9879	987 E HILLSDALE BLVD	5/9/2014	3090
REC TECHNOLOGY US INC	1159 TRITON DR	5/16/2014	3090
PIZZA HUT #281095	1141 TRITON AVE	5/17/2014	3090
KOBE JAPANESE CUISINE & BAR	929 EDGEWATER BLVD #B	5/17/2014	3090
CAFE AT THE J	800 FOSTER CITY BLVD	5/22/2014	3090
Lucky #710	919 Edgewater Blvd	5/22/2014	3090
Costco Wholesale #147	1001 METRO CENTER	7/5/2014	3090
FOSTER CITY COFFEE HSE & BAKERY	969 EDGEWATER PL #A	9/5/2014	3090
GILEAD SCIENCES INC		10/31/2014	3090
LINKS AT MARINERS POINT	2401 E 3RD AVE	11/1/2014	3090
APPLIED BIOSYSTEMS		11/8/2014	3090
GILEAD SCIENCES INC	324 LAKESIDE DR	1/11/2015	3090
GILEAD SCIENCES INC	342 LAKESIDE DR	1/11/2015	3090
GILEAD SCIENCES INC	344 LAKESIDE DR B	1/11/2015	3090
GILEAD SCIENCES	346 LAKESIDE DR	1/11/2015	3090
GILEAD SCIENCES INC	362 LAKESIDE DR	1/11/2015	3090
GILEAD SCIENCES INC		1/11/2015	3090
GILEAD SCIENCES INC		1/11/2015	3090
NOAHS BAGELS	1000 METRO CENTER	1/14/2015	3090
Gilead Sciences Inc.	301 Velocity Way	1/16/2015	3090
GILEAD SCIENCES INC	353 LAKESIDE DR	1/16/2015	3090
GILEAD SCIENCES INC	357 LAKESIDE	1/16/2015	3090
PENINSULA JEWISH COMMUNITY CENTER	800 FOSTER CITY BLVD	1/16/2015	3090
COSTCO WHOLESALE	1001 METRO CENTER BLVD	1/22/2015	3090
EUREST @ VISA	800 METRO CENTER BLVD	1/23/2015	3090
VISA METRO 1 CAFE	900 METRO CENTER BLVD	1/23/2015	3090
ARCO 06139	880 E HILLSDALE BLVD	2/6/2015	3090
CHEVRON STATION	1101 E Hillside Blvd	2/7/2015	3090
CHOW DOWN CATERING	1064 G SHELL BLVD	2/13/2015	3090
FOSTER CITY MINI MART	1080 SHELL BLVD	2/13/2015	3090
Gilead B303	303 Velocity Way	2/25/2015	3090

28 LOCATED

C.4.b.iii.(2)
Facilities Scheduled for Inspection in FY14-15

FACILITY NAME	SITE ADDRESS	Inspection Due Date	Inspection Frequency
SUBWAY SANDWICH	969 EDGEWATER BLVD F	3/5/2015	3090
BURI TARA THAI CUISINE	939 A EDGEWATER BLVD	3/26/2015	3090
FOSTER CITY LIFT STA #29	909 E HILLSDALE BLVD	3/28/2015	3090
CITY OF FC-LIFT STATION 16	BLUEFISH CT	3/28/2015	3090
CITY OF FC-LIFT STATION 9	E HILLSDALE BLVD	3/28/2015	3090
CITY OF FC-LIFT STATION 34	EDGEWATER BLVD	3/28/2015	3090
CITY OF FC-LIFT STATION 10	GULL AVE	3/28/2015	3090
CITY OF FC-LIFT STATION 12	KILDEER CT	3/28/2015	3090
CITY OF FC-LIFT STATION 15	N CHESS ST	3/28/2015	3090
CITY OF FC-LIFT STATION 1	PILGRIM DR	3/28/2015	3090
CITY OF FC-LIFT STATION 18	POMPANO CR	3/28/2015	3090
CITY OF FC-LIFT STATION 22	SHELL BLVD	3/28/2015	3090
CITY OF FC-LIFT STATION 14	TURNSTONE CT	3/28/2015	3090
CITY OF FC-LIFT STATION 28	VELOCITY WY	3/28/2015	3090
ROUND TABLE PIZZA	1084 FOSTER CITY BLVD	4/2/2015	3090
COURTYARD BY MARRIOTT (THE MARKET)	550 SHELL BLVD	4/2/2015	3090
EL TORITO RESTAURANT	388 VINTAGE PARK DR	4/9/2015	3090
HARRY'S HOEBRAU	1297 CHESS DR	4/16/2015	3090
KENTA RAMEN	1495 BEACH PARK BLVD	4/18/2015	3090
BREWER ISLAND SCHOOL	1151 POLYNESIA DR	5/7/2015	3090
GUCKENHEIMER-GILEAD LAKESIDE CAFE	300 LAKESIDE DR	5/7/2015	3090
FOSTER CITY ELEMENTARY	461 BEACH PARK BLVD	5/7/2015	3090

Inspection Frequency: 3091 = annual; 3090 = every two years; 3095 = every 5 years (shared property with other regulated facilities)

Attachment 5A

LIST OF PESTICIDE APPLICATORS and TRAINED PERSONNEL

FOR

City of Foster City

FY 13/14

FY 13/14 APPLICATORS:	List of who attended County IPM training March 12, 2014:	QAC/PCA Certificate holders:
	1. Dorte Drastrup	1. Pete Chiamos QAC
	2. Matiu Fa	2. Dorte Drastrup QAC/PCA
Gomba Bill	3. Bill Gomba	3. Garrett Gotthardt QAC
Gotthardt Garrett	4. Garrett Gotthardt	4. Todd Haena QAC
Haena Todd	5. Todd Haena	5. Tammy Pounder QAC
Harmison Richard	6. Donald Hanson	
Harmison Robin	7. Richard Harmison	
Jimenez Oswald	8. Robin Harmison	
Munoz Genaro	9. Manny Hernandez	
Ryan Matt	10. Oswald Jimenez	
Schaeffer Kurt	11. Genaro Munoz	
Schroeder Nazmeen	12. Robert Murphy	
Weber Daniel	13. Matthew Ryan	
	14. Nazmeen Schroeder	
	15. Daniel Weber	
	Contractor: Loral Landscaping	
	Contractor: Serpico	
	Contractor: Northern Landscaping	

Kurt Zander, Joe Tamayo, and Dorte Drastrup attended IPM for Facilities Workshop in Nov. 2013 in Redwood City.

Oz Jimenez and Daniel Weber studied and tested for QAC. Each passed one of the two tests.

A-K

SMCWPPP IPM Workshop

A-K

November 19, 2013

11:00 a.m. - 3:00 p.m.

LA.	Agurto	Lois	Pestec - speaker	
B.A.	Aizawa	Brian	City of Redwood City	r
	Atre	Vishakha	EOA	
AB	Bray	Dennis	City of Daly City	/
FF	Brunelli	Brian	City of South San Francisco	/
AS	Burgueño	Arturo	City of San Carlos	/
	Daher	Michelle	City of East Palo Alto	
	Daldrup	Stephen	Veolia Water NA (City of Burlingame)	
	Disco	Bob	City of Burlingame	
	Eide	Jeremy	Dept of Agriculture - speaker	
F.E	Espinoza	Francisco	City of Redwood City	
VF	Forks	Venne	City of San Carlos	2
JH	Fornesi	Jeff	City of Daly City	
J	Friars	Joe	City of Brisbane	
AR	Fukudome	Glenn	City of Redwood City	✓
MW	Gibbons	Mike	City of Redwood City	
GO	Gostisha	Sheila	County of San Mateo	AG ✓
LD	Gotelli	Louis	Town of Colma	✓
AY	Henry	Alex	City of South San Francisco	
DH	Herbert	Dominique	City of Redwood City	YES
M.H.	Hollis	Mike	City of Redwood City	
	Kohnan	Jon	EOA - speaker	
SxKx	Kraemer	Steven	County of San Mateo	✓

L-Z

L-Z

SMCWPPP IPM Workshop
November 19, 2013 11:00 a.m. - 3:00 p.m.

	Lee	Adrian	City of Redwood City	
OL	Louie	Donald	City of South San Francisco	
VJM	Matonis	Valerie	City of Redwood City	
REM	Moll	Karl	City of Daly City	
DM	Mooney	David	City of Menlo Park	
D.O.	Ourtiague	Daniel	City of Belmont	✓
MP	Perez	Martin	City of South San Francisco	
RJR	Romero	Rob	City of South San Francisco	
✓	Sutherland	Andrew	UC Davis - speaker	
OG	Teo	Al	City of East Palo Alto	✓
CT	Thomas	Carl	City of Menlo Park	✓
NS	Tomayo	Joe	City of Foster City	
ST	Tyler	Steve	City of Atherton	✓
ALW	Urruty	Alain	City of Belmont	✓
M.V	Valencia	Miguel	City of East Palo Alto	✓
	Wallace	Guy	City of San Carlos	
Reid	Walsh	Rene	City of San Bruno	✓
MM	Ward	Matt	City of Belmont	✓
WV	Zander	Kurt	City of Foster City	

BEC Clark Brittany Pestec
Rancatore Mike City of Burl
Delaney James
Vapion Richard
Mailan Paul

A-F

A-F

SMCWPPP
IPM Parks Maintenance Workshop
Wednesday, March 12, 2014

Acker	Alan	City of Menlo Park	AA	
Afuhaamango	Raymont	City of San Mateo		
Aizawa	Brian	City of Redwood City - Parks	BA	YES
Allen	Michael	City of San Mateo		
Atre	Vishakha	EOA, Inc.		
Barros	Dan	City of San Bruno	DB	YES
Braas	Kelley	City of Daly City		
Bravo	Omar	City of Redwood City - Parks	OB	
Bray	Dennis	City of Daly City		
Brubaker	David	City of San Mateo		
Brunelli	Brian	City of South San Francisco	BB	YES
Cardenas	Jorge	Loral Landscaping	J.C.	yes
Chagniot	Micheline	Frank and Grossman Landscape	MAC	
Chiamos	Peter	City of Foster City	PC	yes
Gianni CIARDI	Guido	SF Water	GC	yes
Cipres	Hector	City of Menlo Park		
Clark	Aren	City of Pacifica	AC	YES
Cornell	Patrick	City of Belmont	PRC	YES
Cotton	William	City of San Mateo		
Cronin	Kieran	City of Belmont	KC	YES
Del Carlo	Matthew	San Mateo County Parks	MCC	yes
Delgadillo	Cesar	Serpico Landscaping	CD	yes
DeOliveira	Joao	City of San Bruno		
Deras	Miguel	City of Redwood City - Parks	MD	yes
Dowdell	Keith	City of Menlo Park	KD	yes
Drastup	Dorte	City of Foster City	DR	YES
Eide	Jeremy	SMC Ag. Weights & Measures		
Ellissetche	Jean Pierre	City of Pacifica	JPE	YES
Espinoza	Francisco	City of Redwood City - Parks	FE	No
Espinoza	Jesus	City of Redwood City - Parks	JB	NO
Fa	Matiu	City of Foster City	MF	
Fanara	Frank	City of Belmont	FF	YES
Farr	Jay	City of East Palo Alto		
Fascenda	Ron	City of Pacifica	R.F.	YES
Friars	Joe	City of Brisbane		
Fukudome	Glenn	City of Redwood City - Parks	FF	YES

G-N

G-N

SMCWPPP

IPM Parks Maintenance Workshop
Wednesday, March 12, 2014

Gomba	William	City of Foster City	WFB	NO
Gotelli	Louis	Town of Colma	PH	Yes
Gotthardt	Garrett	City of Foster City	GA	YES
Grunwald	Kingsley	City of San Mateo	KG	YES
Haena	Todd	City of Foster City	TH	YES
Hanson	Donald	City of Foster City		
Harmison	Richard	City of Foster City	MA	NO
Harmison	Robin	City of Foster City	RP	NO
Hastings	Rhett	Serpico Landscaping	RH	YES
Hebert	Steven	Swat Pest Control		
Hebert (GUEST)	Steven (GUEST)	Swat Pest Control		
Herbert	Dominique	City of Redwood City - Parks	DH	YES
Hernandez	Manuel	City of Foster City	MA	No
Hernandez	Martin	City of Redwood City - Parks	MH	
Hollis	Mike	City of Redwood City - Parks	MH	Yes
Hummel	Gordon	City of Menlo Park	GH	Yes
Jimenez	Oswald	City of Foster City	W	NO
Jimenez	Miguel	City of Redwood City - Parks	MJ	
Johnson	David	City of Belmont	DJ	YES
Kieffer	Ed	City of Menlo Park	KA	Yes
Konnan	John	EOA, Inc.		
Lamb	David	SF Water	DL	NO
Lipinski	Paul	City of San Mateo		
Louie	Donald	City of South San Francisco	OL	YES
Lyman	Justin	SF Water	LY	YES
Martinez	Jose Luis	City of San Mateo		
Matonis	Valerie	City of Redwood City - Parks	VM	YES
Melgar	Juan	City of Daly City		
Montoya	Mario	Serpico Landscaping	MM	YES
Mooney	David	City of Menlo Park	PM	NO
Moore	David	Neudorff	DM	YES
Moreno	Leonardo	City of Redwood City - Parks	LM	
Munoz	Genaro	City of Foster City		
Murphy	Robert	City of Foster City	RM	
Nicholls	Ed	City of San Bruno	E.N.	Yes
Niehuser	Paul	City of San Bruno	PN	YES

**SMCWPPP
IPM Parks Maintenance Workshop
Wednesday, March 12, 2014**

Pimentel	Scott	Co. San Mateo	SP	Yes
Joo	FRANT	Co of SAN MATEO	FS	
SOLIS	DENNIS	C.O.F FOSTER CITY / NORTHERN	DS	NTO
Wright	Eugene	Frank and Grossman	LS EW	

Attachment 5B



Memorandum:

To: Kevin M. Miller, Parks and Recreation Director
Raymond Towne, Public Works Director

From: Dorte Drastrup, Parks Superintendent and IPM Coordinator *[Signature]*
Norm Dorais, Public Works Manager and IPM Coordinator *[Signature]*

Date: December 15, 2011

Subject: Adoption of Updated Integrated Pest Management Policy

Recommendation:

Staff has reviewed and recommends adoption of the updated Integrated Pest Management (IPM) Policy by Parks, Public Works, and Building Maintenance. (Please see attachments).

Executive Summary:

The San Francisco Bay Regional Water Quality Control Board (Water Board) has adopted a municipal regional stormwater permit (MRP). This permit requires the City and each of the other 75 public agencies covered by the MRP to implement pesticide control programs to minimize reliance on pesticides that pose a threat to water quality and require IPM in municipal operations and on municipal property. Foster City Maintenance Staff has already been implementing IPM as Best Management Practices for over ten years. The adoption of the attached policy satisfies the more specific and formal requirements set forth by the Water Board.

Background:

In 2003, the City of Foster City informally adopted an integrated pest management (IPM) policy in accordance with the State's 1999 stormwater requirements to develop performance standards for municipal pest management. The 2003 policy was based on a template developed by the San Mateo Countywide Water Pollution Prevention Program (Countywide Program) and was adopted by most jurisdictions in the county.

The San Francisco Bay Regional Water Quality Control Board (Water Board) adopted a municipal regional stormwater permit (MRP) in October 2009, requiring the City and each of the other 75 public agencies covered by the MRP to implement pesticide control

programs to minimize reliance on pesticides that pose a threat to water quality and require IPM in municipal operations and on municipal property (MRP Provision C.9).

The City was required to submit its existing IPM policy to the Water Board as part of its annual stormwater report in September 2010. Water Board staff indicated in a February 10, 2011 memorandum that the policy adopted by San Mateo jurisdictions did not meet the MRP's requirements because it was expressed as *recommendations* and not *requirements*. In addition, the existing 2003 version of the IPM policy lacked specificity about the hierarchical decision-making process and multi-step approach that should be used to control pests and, only where and when needed, address problems using the least toxic pesticides. In May 2011, Water Board staff expressed its intent to issue Notices of Violation to municipalities that did not adopt updated IPM policies.

In response to these reported deficiencies, the Countywide Program's Parks Maintenance and IPM Work Group developed an updated version of the model IPM policy, incorporating input from both the San Mateo County Agricultural Commissioner and Water Board staff.

Analysis:

The primary changes to the 2003 version of the IPM policy were to incorporate more specificity and clarify IPM is not a recommended activity, but a description of the city's commitment to minimize the use of pesticides that threaten water quality.

More specificity was incorporated into the updated IPM policy by incorporating ten steps that will be followed to control pests through a process that includes pest prevention, biological and habitat controls, and chemical controls when needed using reduced risk pesticides at the minimum amounts needed to be effective.

In addition, the MRP's requirements that are included in the updated version of the IPM policy include the following:

1. Clarify that the pesticides of concern are those that threaten water quality. The MRP contains a list of these pesticides.
2. Commit the City to establishing written standard operating procedures for pesticide use to ensure implementation of the IPM policy and to require employees and pest control contractors to comply with the standard operating procedures.
3. Track the use of pesticides and summarize this information in the annual municipal stormwater report consistent with the MRP's requirements.
4. Review purchasing procedures and service agreements with pest control contractors to determine what changes, if any, may be needed to support the implementation of the IPM policy.

In accordance with Item 2, above, the Countywide Program's Parks Maintenance and IPM Workgroup developed written standard operating procedures for pesticide use that can be customized for utilization by each agency. Foster City's maintenance staff is already implementing those procedures. Also, at the suggestion of Water Board staff and similar to other IPM policies adopted in the Bay Area, the IPM policy states that

each department that performs pest management activities will identify an IPM coordinator who will be responsible for assisting staff to implement the city's IPM policy.

By the end of 2011 it is scheduled that over half of San Mateo County cities will have adopted this model IPM policy.

Fiscal Impact:

The cost associated with adopting and implementing the updated IPM policy is considered to be negligible because the City of Foster City has an existing IPM policy. The updated policy mainly adds specificity to the existing IPM policy so that the City's hierarchical pest control decision-making process is clear and consistent with the MRP requirements. In addition, by adopting an updated policy meeting MRP requirements, the City will likely avoid future enforcement actions that could include financial penalties based on Water Board staff's determination that the 2003 version of the IPM policy was inadequate.

Attachments:

1. IPM Policy
2. Standard Operating Procedures



San Mateo Countywide Water Pollution Prevention Program Model Integrated Pest Management (IPM) Policy

GOAL

The City of Foster City seeks to protect the health and safety of its employees and the general public, the environment and water quality, as well as to provide sustainable solutions for pest control through the reduced use of pesticides on property including buildings owned or managed by the City by applying Integrated Pesticide Management principles and techniques. The municipal regional stormwater permit requires that the City of Foster City minimize reliance on pesticides that threaten water quality.

REQUIRED USE OF INTEGRATED PEST MANAGEMENT

Employees implementing pest management controls will use Integrated Pest Management (IPM) techniques that emphasize non-pesticide alternatives. Pesticides will only be used after careful consideration of non-chemical alternatives and then the least toxic chemicals that are effective shall be used. Pest control contractors hired by the City of Foster City are required to implement IPM to control pests. This will be achieved by hiring only IPM-certified pest control contractors or by including contract specifications requiring contractors to implement IPM methods.

The City of Foster City will establish written standard operating procedures for pesticide use to ensure implementation of this IPM policy and to require municipal employees and pest control contractors to comply with the standard operating procedures.

The City will track employee and contractor pesticide use and prepare an annual report summarizing pesticide use and evaluating pest control activities performed consistent with the municipal regional stormwater permit's requirements.

The City will review its purchasing procedures, contracts or service agreements with pest control contractors and employee training practices to determine what changes, if any, need to be made to support the implementation of this IPM Policy.

The City will perform educational outreach and/or support Countywide or regional efforts to educate residential and commercial pesticide users on a) goals and techniques of IPM, and b) pesticide related water quality issues consistent with the municipal regional stormwater permit's requirements.

The IPM-based hierarchical decision making process that will be used to control pests will include the following:

1. Based on field observations evaluate locations and sites where pest problems commonly occur to determine pest population, size, occurrence, and natural enemy population, if present. Identify conditions that contribute to the

- development of pest populations, and decisions and practices that could be employed to manage pest populations
2. Design, construct, and maintain landscapes and buildings to reduce and eliminate pest habitats;
 3. Modify management practices including watering, mulching, waste management, and food storage to discourage the development of pest population;
 4. Modify pest ecosystems to reduce food, water sources, and harborage;
 5. Prioritize the use of physical controls such as mowing weeds, using traps, and installing barriers;
 6. Use biological controls to introduce or enhance a pests' natural enemies;
 7. When pest populations reach treatment thresholds (based on how much biological, aesthetic, economic or other damage is tolerable) non-pesticide management activities will be evaluated before considering the use of pesticides;
 8. When pesticides are necessary, select reduced risk pesticides and use the minimum amounts needed to be effective;
 9. Apply pesticides at the most effective treatment time, based on pest biology, monitoring, and other variables, such as weather, seasonal changes in wildlife use, and local conditions; and
 10. Whenever possible, use pesticide application methods, such as containerized baits, that minimize opportunities for mobilization of the pesticide in stormwater runoff.

Departments performing pest management activities will identify an IPM coordinator who is responsible for assisting staff with implementation of this IPM policy.

BACKGROUND

Pesticides are defined as: any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Pests can be insects, rodents and other animals, unwanted plants (weeds), bacteria or fungi. The term pesticide applies to herbicides, fungicides, insecticides, rodenticides, molluscicides and other substances used to control pests.

Integrated Pest Management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

IPM techniques could include biological controls (e.g., ladybugs and other natural enemies or predators); physical or mechanical controls (e.g., hand labor or mowing, caulking entry points to buildings); cultural controls (e.g., mulching, alternative plant type selection, and enhanced cleaning and containment of food sources in buildings); and reduced risk chemical controls (e.g., soaps or oils).

City owned or managed property/facility includes but is not limited to parks and open space, golf courses, roadsides, landscaped medians, flood control channels and other outdoor areas, as well as municipal buildings and structures.

December 1, 2011



City of Foster City
Standard Operating Procedures for Pesticide Use and Implementation
of Municipality's Integrated Pest Management Policy

Purpose: To minimize the use and reliance on pesticides that threaten water quality by implementing the city's policy [or ordinance] for integrated pest management (IPM) by all municipal employees and contractors hired to manage pests on municipal property.

Responsible Parties: All city personnel that as part of their municipal job duties are authorized to plan, manage, and control pests including pesticide applications and all city personnel that administer municipal contracts for applying pesticide on municipal property.

Contracts & Contractors: Contracts shall include a requirement that the contractor shall adhere to the city's IPM policy. This will be accomplished by using the following procedures:

1. Include a copy or link to the municipality's IPM policy in the contractor solicitation documents, e.g., Request for Proposal or Request for Quote, and make it clear that the pest control services being solicited must comply with the IPM policy.
2. Include a copy of the municipality's IPM policy in the contract's specifications.
3. Meet with the contractor to review the City's IPM policy.

Municipal Employees: Municipal employees who are authorized to manage pests are required to implement the city's IPM policy. This will be accomplished by using the following procedures:

1. Use cultural practices and pest prevention measures to minimize the occurrence of pest problems.
2. Set a threshold of tolerance for pests.
3. Use biological and physical controls that are environmentally appropriate and economically feasible to control pests.
4. Use chemical control as a last resort, and then the least toxic product will be used. Where feasible for structural pest control, insecticides will be applied as containerized baits.
5. Avoid the use of pesticides that threaten water quality¹ especially in formulations and situations that pose a risk of contaminating stormwater runoff.
6. Train employees on IPM techniques, pesticides-related stormwater pollution prevention methods, the municipality's IPM policy, and these standard operating procedures.
7. As part of the municipality's annual report for the municipal regional stormwater permit, report on the IPM policy's implementation by showing trends in the quantities and types of pesticides used and suggest reasons for any increases in uses of pesticides that threaten water quality¹ (as required by municipal regional stormwater permit Provision C.9.b.).

¹ The municipal regional stormwater permit identifies the following pesticides as having a concern to water quality: "organophosphorous pesticides (chlorpyrifos, diazinon, and malathion); pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin); carbamates (e.g., carbaryl); and fipronil." (Provision C.9)

AGREEMENT FOR PRODUCTS AND/OR SERVICES

This Agreement is made and entered into as of the first day of January 2014 by and between the City of Foster City hereinafter called "CITY" and Northern Landscape Management Inc. hereinafter called "VENDOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage VENDOR to provide a product and/or services to the CITY;
- B. That VENDOR is qualified to provide the product and/or services to the CITY and;
- C. That the CITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.
 - 1. A. Services. The services to be performed by VENDOR under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

B. Product. The product to be supplied by VENDOR under this Agreement is set forth in Exhibit A which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Timely delivery of the product specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon the date enumerated in Exhibit A, delivery of the product or completion of performance of services hereunder by VENDOR, whichever date shall first occur.
(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. CITY shall compensate VENDOR for any product delivered and/or for services rendered, and reimburse VENDOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.
3. Compensation; Expenses; Payment. CITY shall compensate VENDOR for all products supplied or services performed by VENDOR hereunder as shown in Exhibit B attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum \$ **43,800** unless additional amounts have been approved in advance of supplying the product, performing the services or incurring the costs and expenses by CITY's City Manager (for contracts less than \$30,000) or City Council (for contracts \$30,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon VENDOR meeting contract milestones as defined in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by CITY's City Manager (for contracts less than \$30,000) or City Council (for contracts \$30,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the product to be delivered or services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the

parties deem appropriate. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. VENDOR shall keep and maintain accurate records of products delivered or of all time expended in performing services and costs and expenses incurred relating thereto. Said records shall be available to CITY for review and copying during regular business hours at VENDOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Specialized Professional Skill of VENDOR. VENDOR represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such specialized skills of the VENDOR to do and perform the work. In performing services hereunder VENDOR shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by VENDOR hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY
9. Relationship of Parties. It is understood that the relationship of VENDOR to the CITY is that of an independent contractor and all persons working for or under the direction of VENDOR are its agents or employees and not agents or employees of the CITY.
10. Schedule. VENDOR shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of VENDOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, VENDOR's officers or employees.

VENDOR acknowledges the importance to CITY of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

11. Indemnity. VENDOR hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of VENDOR; its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of VENDOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require VENDOR to indemnify CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. Insurance. VENDOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to VENDOR's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to VENDOR's vehicle usage in performing services hereunder)

Concurrently with the execution of this Agreement, VENDOR shall, on the Insurance Coverage form provided in Exhibit D, or equivalent, 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 per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that VENDOR's insurance coverage shall be primary insurance with respect to CITY and Estero Municipal Improvement

District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of VENDOR's insurance and not contributory with it.

13. WORKERS' COMPENSATION. VENDOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and VENDOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The VENDOR will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The VENDOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The VENDOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITY and VENDOR in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
650 Shell Boulevard
Foster City, CA 94404-2299
Attention: Kevin M. Miller
Director of Parks & Recreation

VENDOR: Northern Landscape Management Inc.
111 Amigo Road
Danville, CA 94526
Attention: Dennis Solis, General Manager

16. Non-Assignment. This Agreement is not assignable either in whole or in part.

17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. VENDOR may serve other clients, but none who are active within the City of Foster City or who conduct business that would place VENDOR in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits comprises the entire Agreement.

Incorporation of Recitals and Exhibits

- A.) The recitals constitute a material part hereof, and hereby incorporated by reference herein as though full set forth her at.
- B.) The Exhibits constitute a material part hereof, and are hereby incorporated by reference herein as thought fully set forth here at.

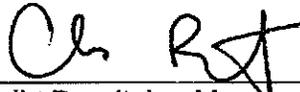
Complete Agreement

- A.) Each party acknowledges that this agreement, the exhibits hereto, and the documents incorporated by reference herein constitute the complete agreement and exclusive statement of the terms and conditions between the parties, which supercedes and merges all prior proposals, understandings and all other agreements, verbal and written, between the parties relating to the subject matter of this

agreement. This agreement may not be modified or altered except by written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: 1/6/14



Charlie Bronitsky, Mayor
(for contracts \$30,000 or more)

ATTEST:

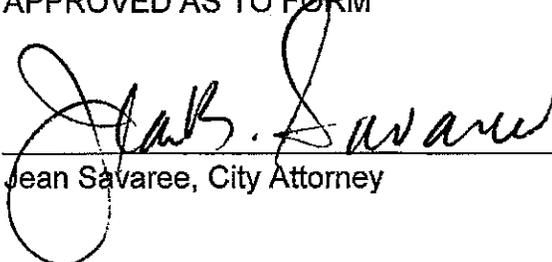
Dated: 1/8/14



Doris L. Palmer, City Clerk

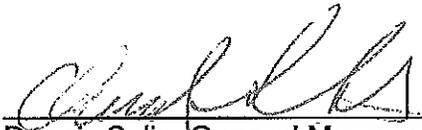
APPROVED AS TO FORM

Dated: 1/6/14



Jean Savaree, City Attorney

VENDOR



Dennis Solis, General Manager

EXHIBIT A

**SCOPE OF WORK and SCHEDULE
FOR CUL-DE-SAC, LEVEE, AND PARKS MAINTENANCE SPECIFICATIONS**

TERM: Contractor to perform ongoing landscape maintenance as outlined in cul-de-sac, levee and parks maintenance specifications from January 1, 2014 through December 31, 2014.

SCOPE OF WORK

1. 28 cul-de-sacs:

12 Cul-de-sacs with Lawns, Shrubs, Groundcover and Trees:

- Sunfish 2 by
- Mullet 2 Sunfish Park
- Bluefish 2 by
- Shad 2 Shad Park
- Sandpiper 2 by
- Stilt 1 Kildeer Park
- Puffin 1 Puffin Ct.

16 Cul-de-sacs with Shrubs, Groundcover and Trees:

- Kildeer 2 by
- Stilt 1 Kildeer Park
- Turnstone 2 by
- Avocet 2 Turnstone
- Loon 2 Park
- Curlew 2
- Puffin 1 Off Crane
- Pelican 2
- Duck 2

2. 16 Georgian Squares with Shrubs, Trees, Groundcover and Hard-Scape):

- Trysail 2
- Foresail 2 (off Schooner)
- Mainsail 2
- Topsail 2 Entry to Ketch Park
- Staysail 2
- Spinnaker 1
- Trimaran 2 (off Spinnaker)
- Sloop 1
- Yawl 1 (Back side of Ketch Park)
- Ketch 1

3. 7 Island bridges with Groundcover and Hard-scape:

- **Surfbird Isle** (Widgeon St.) (Gull Park)
- **Shearwater Isle** (Flying Fish) (Gull Park)
- **Dolphin Isle** (Surfperch St.) (across from Shad Ct.)
- **Sailfish Isle** (Bowfin) (Marlin Park/Cod St.)
- **Shooting Star Isle** (Comet Dr.) (Lurline/Constitution Dr.)
- **Flying Mist Isle** (Polynesia Dr.) (Erckenbrack Park/Lurline)
- **Flying Cloud Isle** (Balclutha Dr.) (Erckenbrack Park/Matsonia)

Ice-plant: Trim ice-plant top and bottom as follows: 18" in from bottom edge (bulkhead) for walking. Edge at side-walk and trim 6" in from fence lines on sides. Edge along the steps.

Loose litter: Check and remove loose litter bi-weekly and always before major Holidays. On occasion remove litter more often as needed and/or requested by Manager.

Weed maintenance: Any visible weeds must be kept at 1" or less above ground. **Contractor must adhere to City of Foster City's IPM policy or program (see Attached IPM Policy).** Careful precaution must be exercised to avoid any runoff into storm-drains or water-ways at all times. All chemical applications must be performed by properly trained or certified applicators only as required by Department of Pesticide Regulations (DPR) and City policy. Manager or appointed designee shall be notified in writing minimum 48 hours in advance of any chemical application. Notice shall include name and EPA # of chemical(s) to be applied, date and location(s). Posting shall be provided by contractor as required per label, DPR, or as requested by Manager.

Irrigation: None present except for quick-coupler in certain areas. *

4. Pilgrim and Constitution walkways:

Blow walkways minimum weekly. More often if needed during heavy leaf-drop/rain to keep the pathways safe and presentable for pedestrians.

Trim ice-plant, Podocarpus, overhanging branches, and other vegetation along pathways, side-walks, and fence-lines to keep the walkways safe and presentable for pedestrians.

Weed maintenance: Any visible weeds must be kept at 1" or less above ground. Contractor must adhere to City of Foster City's IPM policy or program. Careful precaution must be exercised to avoid any runoff into storm-drains at all times. All chemical applications must be performed by properly trained/ certified applicators only as required by DPR and City policy. Manager or appointed designee shall be notified in writing minimum 48 hours in advance of any chemical application. Notice shall include name and EPA # of chemical(s) to be applied, date and location(s). Posting shall be provided by contractor as required per label, DPR, or as requested by Manager.

Loose litter: Check for and remove loose litter weekly.

Irrigation maintenance and repairs as needed. Note: These areas are well established and rarely need any water.

Note: Parks staff will empty trash- and recycling cans, and refill dog-bag-dispensers. *

5. Corp Yard (Exterior of gates) 3rd Avenue *:

Shrubs, Groundcovers, and Trees: Maintain according to attached specifications*.

NOTE:

Due to the high visibility and scrutiny of irrigation of City property (with the Parks Department being the City's highest water user) contractor must maintain all active irrigation in working order (including Cul-de-sacs and Georgian Squares), operating without any breaks, and program clocks in close coordination with Manager. If in the judgment of the City, the contractor is performing less than responsible with irrigation, the contractor will be responsible for any penalty fees put upon the City's Parks Department in accordance with monthly Water Use Reports and payment to the Contractor will be withheld accordingly.

*See also Cul-de-Sacs and Parks Maintenance Specifications Attached.

Scope of Services:

I. CUL-DE-SAC, LEVEE, AND PARK MAINTENANCE SPECIFICATIONS:

1. SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials, tools and supervision to perform landscape maintenance as described herein including, but not limited to, the following:

- a) Weed control and cultivation - both mechanically and with chemicals
- b) Fertilization
- c) Shrub trimming, pruning and training
- d) Tree pruning and staking (Trees 15 feet tall and under)
- e) General pest control
- f) General litter control, refuse removal, and grounds policing
- g) Irrigation system monitoring, maintenance and repair
- h) Hardscape cleaning/weeding

2. LEVEL OF MAINTENANCE

All work shall be performed in accordance with the highest landscape maintenance standard, as stated in the Special Provisions, Technical Maintenance Specifications. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.

In the judgment of the City, if the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment to the Contractor until services are rendered in accordance with specifications set forth within this document, provided no other arrangements have been made between the Contractor and the City. Failure to give notification of a change and/or failure to perform an item of work on scheduled day may result in a deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standards.

The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld during the current billing period, and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

3. SUPERVISION OF CONTRACT

All work shall meet with the approval of the City of Foster City Parks Manager or her/his designee. There shall be weekly periodic meetings with the Contractor and City's representative to determine progress of the work and to establish items that may require attention.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor in writing and if not corrected, payment to the Contractor will be withheld until condition is corrected in a satisfactory manner as set forth in these specifications.

The City's representative and the Contractor's representative will typically meet on a **weekly** basis. The purpose of this meeting will be to discuss project problems; tour sites and determine the Contractor's conformity with these specifications and the adequacy of the work being performed. Less frequent meetings may be scheduled as determined by the City.

4. SPECIFICATIONS

These specifications are intended to cover all prevailing wage labor, material, standards of landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

5. TRAFFIC AND ACCESS

The Contractor shall be responsible, during all phases of the work, to provide for public safety and convenience by use of traffic cones, signs, lighted barricades, lights, and flagmen as described and specified in the State of California, Department of Transportation **MANUAL OF TRAFFIC CONTROLS - For Construction and Maintenance Work Zones**, 2000 Edition. (Section 360, California Vehicle Code, defines highways to include streets.) The provisions of this manual will become a part of the requirements of the contract.

Construction and maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners or motoring public. Convenient access to driveways, houses, and buildings along the line of work shall be maintained unless otherwise approved by the City in advance. Contractor shall request and obtain approval from City before any lane closures are implemented. Open excavation and ditches across a roadway shall be covered and guarded in such a manner as to permit safe traffic flow during hours when no work is being performed.

6. DISPOSAL

The Contractor shall dispose of all cuttings, weeds, leaves, trash and other debris from the operation (including periodic debris build-up and weed abatement along curbs, cul-de-sac landscape areas, easements, and "hardscape" areas/including bridge overpasses and levee) as work progresses. Also, the **Contractor** shall pay **all disposal fees**. The City shall not be responsible for any disposal by Contractor.

7. RECORDS

Contractor shall keep accurate records concerning all of his employees or agents and within fifteen (15) days of the effective date of this Agreement, provide the City with names, addresses, telephone numbers, and pager numbers of employees to be called in case of emergency.

8. SPECIALTY OPERATIONS

Written notification of all "specialty type" maintenance operations shall be given to the City 48 hours **prior** to each of these operations by Contractor. "Specialty type" maintenance operations are defined as fertilization, pre-emergent weed control, all pesticide applications, and any plant replacements.

9. LANDSCAPE LICENSE

The Contractor shall hold a valid and current California C27 License and submit copy thereof to the City. The Contractor shall also maintain a California State Licensed Pest Control Applicator **or** Qualified Certificate with a Maintenance Gardener Business License, Category B. The use of any chemical by the Contractor shall be based on the recommendation of a State Licensed Pest Control Advisor. The names and permit numbers shall be supplied to the City at the beginning of Contract, and any changes to this information shall be forwarded within 24 hours of said change.

10. EXAMINATION OF SITE AND WORK

City makes no representation about the order or condition of the work area, nor does the City warrant that the work area will be free from defects, either apparent or hidden, at the commencement of or at any time during the term of the Contract. Contractor must examine the location, physical conditions, and surroundings of which these factors will influence the performance of the contract work. By entering into the Contract, Contractor shall be deemed to have agreed to accept the condition of the work area in its "as is" condition with the intent to upgrade or modify existing deficiencies to Contract specifications.

11. EXTRAORDINARY WORK

General:

New or unforeseen additional work will be classified as extra work and will be performed only upon approval by the Parks Manager, unless a condition exists wherein it appears that there is danger of injury to persons or damage of property. In seeking extra work approval, Contractor shall delineate costs related to how much of the job shall be labor/supervision and materials/parts, if any.

The City as a result of Acts of God, vandalism, theft, civic disturbances, or accidents may require extraordinary work.

Extraordinary work may also be required by the City in order to add new landscaping or to delete, modify, or renovate existing landscaping.

Extraordinary work may be required for renovation or replacement of irrigation systems or component parts that have worn out in service.

Extraordinary work shall not interfere with the completion of the general maintenance work. For large projects of \$3,000 or more, an "Extra" crew, supervised by the Contractor, shall be used in order to keep the regular maintenance crew doing their scheduled work. This provision will be strictly enforced.

Process:

The Contractor shall provide **in writing** a cost estimate and timeline for extraordinary work described. The City shall approve all estimates in writing. The Contractor shall perform the necessary work and invoice the City for the work performed according to the City's policies.

Payment:

Payment for extra work may be by written agreement between Contractor and City on a particular unit price stipulated for extra work, or on a lump sum price basis.

The City will pay for fully documented extra work based on an accumulation of costs established as follows:

Labor: The costs of labor will be the actual hours multiplied by the rate indicated in the Bid Schedule. The Contractor is required to pay costs for wages prevailing locally for the craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes, insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State and local laws.

Materials: The cost of materials shall be at invoice or lowest current price at which same materials are locally available in the quantities involved plus tax, freight, and delivery. A Material Invoice must be attached to the billing.

Payment - General Invoices: Contractor, subcontractor, and vendor invoices for materials, labor, and equipment shall be submitted with a request for payment as follows:

Labor. Documentation noting site location and work performed

Material. Substantiating invoices shall describe and list the quantities of the materials used.

Equipment. Type of equipment, size, hours of operation, and loading and transportation, if applicable.

12. WORKMANSHIP AND SUPERVISION

The Contractor shall provide a work force **sufficient** to complete the work as specified.

The Contractor will be expected to have work crews performing routine/necessary work on site one to three days on **weekdays**. (Weather permitting)

If needed, **weekend** work may be permitted. Work needs to be discussed and prior approval given by Parks Manager or City's representative.

Work shall be performed by competent and experienced workers. Irrigation maintenance and repairs shall be performed by workers skilled specifically in the operation of modern automatic irrigation systems and conscious of water conserving techniques.

The work force shall include a thoroughly skilled, experienced and competent supervisor who shall be responsible for adherence to the specifications. Supervisors and foremen must communicate effectively both in written and oral English, and shall be present at all times during Contract operations. Any order given to these supervisors or foremen shall be deemed as delivered to the Contractor.

All pesticide operations, where required, shall be performed by a properly trained/certified California State Licensed Pest Control Applicator through written communication by a California State licensed Pest Control Advisor. **The Contractor shall be responsible for compliance with all Federal, State and local laws and regulations regarding pesticide use and storm-water protection.** Contractor shall provide copies to the City of his/her license and registration of both of his/her Pest Control Advisors and Pest Control Operators

licenses. Contractor shall submit a copy of the "Pesticide Use Report" to the City on a monthly basis.

Persons employed by the Contractor who are found unsatisfactory by the City shall be discharged or reassigned by the Contractor upon fifteen (15) days written notice from the City.

13. REPAIRING DAMAGED WORK

The Contractor shall report without delay any damage to City equipment or property and shall be held responsible for the replacement of any such damage caused by the Contractor's act hereunder. Watering, pesticide spraying, and other maintenance specifications shall not be done at a time when it might damage parked cars or at times when **activities in the contract area might be inconvenienced or disrupted.**

Repairs to the irrigation system resulting from damage by other than the Contractor's operation (e.g., vandalism) shall be reported promptly to the Parks Manager together with an estimate of costs for correction of the condition.

The Parks Manager may authorize repair by the Contractor and the City will pay the Contractor for this work.

The Contractor shall be responsible for the replacement of all plant materials, including trees, shrubs, ground cover and similar materials. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor if due to the Contractor's negligence.

Replacement of plant materials damaged or destroyed by City forces, or as a result of construction or vandalism, shall be reported promptly to the Parks Manager together with an estimate of costs for replacement. The Parks Manager may authorize replacement by the Contractor, and the City will pay the Contractor for the cost of the replacement including the cost of labor.

14. SAFETY REQUIREMENT

All work performed under this Contract shall be performed in such a manner as to provide maximum safety to the public and where applicable, comply with all safety standards required by CAL-OSHA. The Parks Manager reserves the right to issue restraining- or cease and desist- orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous condition noted

by the Contractor, which is not the result of his/her operations, shall be immediately reported to the Parks Manager.

15. LIABILITY FOR DAMAGES

The Contractor shall be fully responsible for any and all damage to City property, equipment, or other property on the public premises that result from the Contractor's operations under this Contract. This shall include, but not limited to the replacement, at Contractor's expense, of shrubs, trees, vines, turf, groundcover or other landscape items that are *lost due to contractor's negligence*.

16. SCHEDULES

Annual Schedule:

The Contractor shall provide an Annual Maintenance Schedule indicating the time frames when items of work shall be accomplished per the performance requirements.

The Contractor shall complete the schedule in a manner that shall correspond to the weekly schedules.

The Annual Schedule shall be submitted to the City for approval within fifteen (15) calendar days after the effective date of the Contract.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

City-sponsored special events, recreation classes, etc. may necessitate changes or variations in scheduling. The Contractor shall adapt all schedules to the City's requests.

Irrigation Controller Schedules:

Contractor shall provide irrigation controller schedules for each controller indicating locations, stations, and minutes per each station. These schedules should be updated monthly.

17. UNDERGROUND EXCAVATIONS

Contractor shall be responsible for locating all underground utility lines to insure the safety of his/her work crew and to protect in place existing utility equipment before commencing any excavation. Contractor shall contact the City and **Underground Service Alert (USA) at 1-800-422-4133** at least 48 hours prior to commencing any excavation.

II. TECHNICAL MAINTENANCE SPECIFICATIONS

GENERAL LANDSCAPE MAINTENANCE REQUIREMENTS

All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated. The City shall have the right to determine schedule days and the extent and frequency of additional "as needed" services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the facilities. It is expected that each site be inspected a minimum of once per week.

All operations will be conducted so as to provide maximum safety for the public and minimize disruption to the public.

Leaves, glass, paper, weeds, and any other debris will be removed from landscaped areas and disposed of off site.

Contractor will clean sidewalks, roadways, pathways, and any other areas littered or soiled by his or her maintenance operations.

The Contractor shall maintain all cul-de-sacs, easements, and levee area clean of weeds, litter and debris at all times.

Plant materials on or adjacent to cul-de-sacs, easements or roadway intersections shall be pruned to provide adequate **sight distance** for vehicles entering the intersection.

Plant materials shall be pruned so that all traffic control signs are clearly visible to approaching vehicles.

The City shall be notified immediately of any unusual, hazardous or vandalized conditions at the work site, including but not limited to broken street lights, fallen tree branches, or any item that creates a potential hazard.

The Contractor shall control all insects, diseases, rodents, snails, ants, slugs and other like pests *in an IPM manner* and without the use of any Pyrethroids. The Parks Manager or City's representative should be made aware of any control measures to be used, showing evidence of written recommendations from the Contractor's Pest Control Advisor.

Hardscape maintenance shall include maintaining all concrete, brick paver, and asphalt surfaces free of debris, dirt and weeds. These are typically the concrete areas located within the cul-de-sacs (inclusive of cul-de-sacs

"fingers" and adjacent concrete traffic dividers) and by island bridge overpasses.

SPECIFIC LANDSCAPE MAINTENANCE REQUIREMENTS

Irrigation System Maintenance

1. The Contractor shall maintain all irrigation systems in a professional, operable condition at all times. This includes but is not limited to **manual and remote control valves, wiring, pipe from back-flow out, fittings, vaults, sprinkler heads, nozzles, drip irrigation equipment, and quick couplers**. All work of this kind shall be performed by the Contractor at **no cost** to the City. Any irrigation work that is required in hard to access areas such as under paved surfaces, streets, or sidewalks is not included in this contract.

The Contractor shall **not** be responsible for the water meter, clock, and/or back-flow assembly except if Contractor's operations cause damage to these items.

The Contractor shall promptly notify the City of any malfunction of clock or back-flow and provide City with cost-estimate for repair.

The Contractor shall repair and adjust all sprinkler heads to maintain proper and uniform water application.

The Contractor shall maintain all irrigation canisters, heads and risers in proper working condition. Irrigation heads will be flush and level with the top of the canister when not activated.

The Contractor shall adhere to all State and local regulations accordingly.

The Contractor shall adjust water application to compensate for changes in weather. Contractor will be responsible for damages occurring due to under-watering or over-watering operations.

The **Contractor shall turn off irrigation system controllers during periods of rain** and scheduled City Events. Water runoff onto roadways or sidewalks shall be limited to minimal amounts and any excessive watering will not be permitted. Excessive watering shall be immediately reported to the Parks Manager.

NOTE:

Due to the high visibility and scrutiny of irrigation of City property (with the Parks Department being the City's highest water user) contractor must maintain all active irrigation in working order, operating without any breaks or leaks, and program clocks in close coordination with Manager. If in the judgment of the City, the contractor is performing less than responsible with irrigation, the contractor will be responsible for any penalty fees put upon the City's Parks Department in accordance with monthly Water Use Reports and payment to the Contractor will be withheld accordingly.

All sprinkler part replacements are to be made with original type material or better with water saving measures; the Parks Manager will approve all substitutes. All pipe replacements after valve shall be made with Schedule 40 PVC material or better.

Repair or replacement of equipment damaged as a result of Contractor's negligence shall be replaced at the Contractor's expense.

Necessary irrigation repairs shall be made prior to the next irrigation cycle.

Irrigation programming charts shall be updated each month.

Areas that require irrigation will have such accomplished no later than **6:00a.m.**

2. Irrigation systems shall be **thoroughly inspected** by operating all control valves and checking for proper coverage, leaks, valve actuation, proper timing, and other operational conditions. Such inspection shall be made at least once per month; however, the **Contractor shall be responsible for the proper operation of the system at all times** and shall provide for obvious repairs as they occur. The City will provide **backflow testing** at no cost to the Contractor.

3. **Repairs** - All portions of existing structures, including irrigation systems, which are damaged or altered in any way, as a result of the performance of work under these Specifications during the term of the Contract, shall be repaired and replaced in kind and in an approved manner. All work of this kind shall be performed by the Contractor at **no cost** to the City, and shall be as indicated by the City's representative. ***A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the Contract and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract.*** If the Contractor does not make repairs to the satisfaction of the City, deductions shall be made from the Contract payment in the amount to

cover the cost to eliminate the discrepancies, as determined by the Parks Manager.

Ground Cover Maintenance

All ground cover areas shall be maintained in a trimmed and weed-free condition.

A. **Weeds** - Contractor must adhere to City of Foster City's IPM Protocols that *"requires that the City departments and City contractors who apply pesticides to City property, eliminate or reduce pesticide applications to the maximum extent feasible"*. I.e.:

1) Weeds on bare ground or hard-scape shall be mowed or line-trimmed. Any visible weeds must be kept at 1" or less above ground.

2) Noxious weeds, such as Mallow, Fennel, "Wild Garlic", and "Thistle" shall first be pulled or mechanically removed, then controlled with chemical applications as necessary (category III "Caution" only).

- Careful precaution must be exercised to avoid any runoff into storm-drains at all times.
- All chemical applications must be performed by properly trained/ certified applicators only as required by DPR and City policy.
- Manager or appointed designee shall be notified in writing minimum 48 hours in advance of any chemical application. Notice shall include name and EPA # of chemical(s) to be applied, date(s) and location(s).
- Posting shall be provided by contractor as required per label, DPR, or as requested by Manager.

Weed removal will be done on a **weekly** basis. A pre-emergent herbicide may be used where appropriate in shrub and ground cover beds to inhibit weed growth. Weeds not killed with herbicides shall be removed manually. The Contractor at his expense shall replace plants killed by weeds and chemicals, etc. Weeds shall be controlled and not allowed to become an "eye-sore" or reach an objectionable height, as determined by the City's representative or Parks Manager.

B. **Ground Cover** - Ground cover areas shall be fertilized once per year in April with 15-15-15 commercial fertilizer or equal, at a rate of 6 pounds per 1,000 square feet. Levee- and island bridges ice-plant shall be fertilized once per year during rainy season at a time it will be "watered in" by the rain and not subject to run-off. In addition, the contractor shall follow fertilizer recommendations made in the soils report. Fertilizer shall be a complete fertilizer furnishing the required percentage of nitrogen, phosphoric acid and potash to keep groundcover, trees, shrubs and other plants in a healthy and vigorous growing condition. Applications shall be made at recommended rates. If the application of iron, zinc or other trace

minerals is required to correct a specific soil deficiency, it shall also be applied as specified by the soils Inspector at the Contractor's expense.

Trim and edge as necessary to restrict growth from encroaching on sidewalks, walkways, catch basins, man-hole covers, valve-boxes, water ways, curbs, turf areas, shrubs, roadways or other adjacent areas.

Irrigate as required to maintain adequate growth and reasonable appearance without wasting water.

Control pests, including insects and diseases, as necessary to maintain a healthy environment for plant growth. This includes insects, snails and slugs.

Bare ground cover (furrow) areas shall be kept cultivated and raked of all debris and free of weeds.

C. Shrubs - Shrub, Vine, Flower and Tree Maintenance

Shrubs shall be maintained in a safe and reasonably trimmed appearance by proper shaping and pruning to promote the plant's natural character.

Quarterly trim shrubs to maintain the size and shape specified by the City's representative or Parks Manager. Pruning shall be accomplished to maintain a "natural" appearance.

Remove all dead, diseased or damaged branches back to a side branch. Do not leave branch stubs.

Application of an iron chelate fertilizer or other micronutrients shall be made as needed throughout the year to maintain a healthy, vigorous growth and foliage.

Irrigate as required to maintain adequate growth and appearance without wasting water.

All bare shrub bed areas shall be weeded and raked weekly to remove all litter and other debris.

Growth of woody plants shall be encouraged except where it interferes with maintenance activities, pedestrian circulation or roadways. Dead branches of plants shall be removed regularly.

Plant material adjacent to curbs, sidewalks and roadways shall be trimmed regularly to provide for proper, unobstructed circulation.

Any paper, weeds, cans or other litter found in groundcover/shrub beds shall be removed on a weekly basis.

Tree Maintenances

Trees shall be trimmed as necessary to maintain adequate pedestrian and vehicle traffic, and to provide clearance from buildings, signs and other similar structures. Trees shall be trimmed in accordance with the City of Foster City's Tree Maintenance Manual and recognized International Society of Arboriculture (ISA) pruning standards. Contract responsibility covers all trees up to fifteen (15 feet) in height.

Remove all suckers from base of trees as they develop throughout the year. Remove all dead, broken or damaged branches in all trees.

Stake and support trees as necessary. Staking and guying shall be done in accordance with City standards.

All tree guys, ties and stakes shall be checked regularly to avoid girdling and damage.

Contractor shall stake or otherwise support trees during inclement weather, and remove branches and other debris generated by such weather.

Each site shall be inspected for dead or dying trees; broken, cracked or hanging branches; or other hazards. Immediately notify City's representative or Parks Manager if any of the above conditions exist.

Except for emergency removal, no tree or shrub shall be removed without prior direction or approval of the City. Trees and shrubs badly damaged and in need of replacement shall be brought to the attention of the City's representative or Parks Manager.

Water as required to maintain proper and vigorous growth according to variety without wasting water.

Tree wells shall be covered with bark unless groundcover is present. Weeds around trees shall be removed before they reach 3-inches in height.

Control plant growth around trees for a two (2) foot distance from the base of the tree. Damage to the tree trunk by string trimmers (weed whips/line trimmers) or mowers will not be allowed.

Complete pruning, heading back, lacing out or removal will be done by other tree-trimming contractors hired by the City, or by City forces. Complete pruning of trees fifteen feet and under is included in this contract.

All pruning shall be done with clean, sharp tools appropriate for the intended work. Cuts shall be made sufficiently close to the parent limb, without cutting into the branch collar or leaving a stub, so that closure can readily start under normal conditions.

Project Schedule

Contractor is to perform landscape maintenance as described in attached Cul-de-Sac, Levee, and Park Maintenance Specifications from January 1, 2014 through December 31, 2014.

Attachment 6

ORDINANCE NO 571

AN ORDINANCE OF THE CITY OF FOSTER CITY AMENDING TITLE 8 OF THE FOSTER CITY MUNICIPAL CODE HEALTH AND SAFETY BY ADDING CHAPTER 8 09 REUSABLE BAGS

CITY OF FOSTER CITY

IT IS SO ORDAINED by the City Council of the City of Foster City as follows

Section 1 Title 8 of the Foster City Municipal Code is hereby amended adding thereto Chapter 8 09 REUSABLE BAGS to read as follows

Chapter 8 09
REUSABLE BAGS

8 09 010	Findings and Purpose
8 09 020	Definitions
8 09 030	Implementation Date
8 09 040	Single-use Carry-out Bag
8 09 050	Recordkeeping and Inspection
8 09 060	Administrative Fine
8 09 070	Severability
8 09 080	Enforcement

8 09 010 Findings and Purpose

The City Council finds and determines that

- (a) The use of single-use carryout bags by consumers at retail establishments is detrimental to the environment public health and welfare
- (b) The manufacture and distribution of single-use carryout bags requires utilization of natural resources and results in the generation of greenhouse gas emissions
- (c) Single-use carryout bags contribute to environmental problems including litter in stormdrains creeks the bay and the ocean
- (d) Single-use carryout bags provided by retail establishments impose unseen costs on consumers local governments the state and taxpayers and constitute a public nuisance This City Council does accordingly find and declare that it should restrict the use of single use carry-out bags

8 09 020 Definitions

"Customer means any person obtaining goods from a retail establishment

Garment bag means a travel bag made of pliable durable material with or without a handle designed to hang straight or fold double and used to carry suits dresses coats or the like without crushing or wrinkling the same

Nonprofit charitable reuser" means a charitable organization as defined in Section 501 (c)(3) of the Internal Revenue code of 1986 or a distinct operating unit or division of the charitable organization that reuses and recycles donated goods or materials and receives more than fifty percent of its revenues from the handling and sale of those donated goods or materials

"Person means any natural person firm corporation partnership or other organization or group however organized

Prepared food means foods or beverages which are prepared on the premises by cooking chopping slicing mixing, freezing or squeezing and which require no further preparation to be consumed "Prepared food does not include any raw uncooked meat product or fruits or vegetables which are chopped squeezed or mixed

Public eating establishment" means a restaurant take-out food establishment or any other business that receives ninety percent or more of its revenue from the sale of prepared food to be eaten on or off its premises

Recycled paper bag" means a paper bag provided at the check stand cash register point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent post-consumer recycled content is one hundred percent recyclable and has printed in a highly visible manner on the outside of the bag the words Reusable and Recyclable that name and location of the manufacturer and the percentage of post-consumer recycled content

"Retail establishment means any commercial establishment that sells perishable or non-perishable goods including but not limited to clothing food and personal items directly to the customer and is located within or doing business within the geographical limits of the City of Foster City "Retail establishment does not include public eating establishments or nonprofit charity reusers

Reusable bag means either a bag made of cloth or other machine washable fabric that has handles or a durable plastic bag with handles that is at least 2 25 mil thick and is specifically designed and manufactured for multiple reuse A garment bag may meet the above criteria regardless of whether it has handles or not

Single-use carry-out bag means a bag other than a reusable bag provided at the check stand cash register point of sale or other point of departure including department within a store for the purpose of transporting food or merchandise out of the establishment. Single-use carry-out bags do not include bags without handles provided to the customer (1) to transport prepared food produce bulk food or meat from a department within a store to the point of sale (2) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a reusable bag or recycled paper bag

8 09 030 Implementation Date

This Chapter shall not be implemented until April 22 2013

8 09 040 Single-Use Carry-out Bag

- (a) No retail establishment shall provide a single-use carry-out bag to a customer at the check stand, cash register point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment except as provided in this section
- (b) On or before December 31 2014 a retail establishment may only make recycled paper bags or reusable bags available to customers if the retailer charges a minimum of ten cents (\$0.10)
- (c) On or after January 1 2015 a retail establishment may only make recycled paper bags or reusable bags available to customers if the retailer charges a minimum of twenty-five cents (\$0.25)
- (d) Notwithstanding this section no retail establishment may make available for sale a recycled paper bag or a reusable bag unless the amount of the sale of such bag is separately itemized on the sale receipt
- (e) A retail establishment may provide one or more recycled paper bags at no cost to any of the following individuals: a customer participating in the California Special Supplement Food Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code; a customer participating in the Supplemental Food Program pursuant to Chapter 10 (Commencing with Section 15500) of Part 3 of Division 9 of the California Welfare and Institutions Code; and a customer participating in CalFresh pursuant to Chapter 10 (commencing with Section 18900) of Part 6 of Division 9 of the California Welfare and Institutions Code

8 09 050 Recordkeeping and Inspection

Every retail establishment shall keep complete and accurate record or documents of the purchase and sale of any recycled paper bag or reusable bag by the retail establishment for a minimum period of three years from the date of purchase and sale which record shall be available for inspection at no cost to the City or San Mateo County Environmental Health Division during regular business hours by any City or San Mateo County Environmental Health Division employee authorized to enforce this part. Unless an alternative location or method of review is mutually agreed upon the records or documents shall be available at the retail establishment address. The provision of false information including incomplete records or documents to the City or San Mateo County Environmental Health Division shall be a violation of this Chapter.

8 09 060 Administrative Fine

- (a) Grounds for Fine A fine may be imposed upon findings made by the Director of the San Mateo County Environmental Health Division or his or her designee that any retail establishment has provided a single-use carry-out bag to a customer in violation of this Chapter.
- (b) Amount of Fine Upon findings made under subsection (a) the retail establishment shall be subject to an administrative fine as follows
 - (1) A fine not exceeding one hundred dollars (\$100 00) for a first violation
 - (2) A fine not exceeding two hundred dollars (\$200 00) for a second violation
 - (3) A fine not exceeding five hundred dollars (\$500 00) for the third and subsequent violations
 - (4) Each day that a retail establishment has provided single-use carry-out bags to a customer constitutes a separate violation
- (c) Fine Procedures Notice of the fine shall be served on the retail establishment. The notice shall contain an advisement of the right to request a hearing before the Director of the Environmental Health Division or his or her designee contesting the imposition of the fine. The grounds for the contest shall be that the retail establishment did not provide a single-use carry-out bag to any customer. Said hearing must be requested within ten days of the date appearing on the notice of the fine. The decision of the Director of the Environmental Health Division shall be based upon a finding that the above listed ground for a contest has been met and shall be a final administrative order with no administrative right of appeal.
- (d) Failure to Pay Fine If said fine is not paid within 30 days from the date appearing on the notice of the fine or of the notice of determination of the Director of the Environmental Health Division or his or her designee after the hearing the fine shall be referred to a collection agency.

8 09 070 Severability

If any provision of this Chapter or the application of such provision to any person or in any circumstances shall be held invalid the remainder of this Chapter or the application of such provision to person or in circumstances other than those as to which it is held invalid shall not be affected thereby

8 09 080 Enforcement

- (a) The San Mateo County Environmental Health Division is hereby authorized and directed to enforce the provisions of this Chapter within the geographical limits of the City of Foster City
- (b) The authorization granted by subsection(a) of this section includes without limitation the authority to hold hearings and issue administrative fines for violations of this Chapter within the geographical limits of the City of Foster City
- (c) Enforcement will begin effective April 22 2013

Section 2 Severability If any section subsection sentence clause or phrase of this Ordinance is for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this Ordinance The City Council does hereby declare that it should have adopted the Ordinance and each section subsection sentence clause or phrase thereof irrespective of the fact that any one or more sections subsections sentences clauses or phrases be declared invalid or unconstitutional

Section 3 Taking Effect This Ordinance shall take effect and be in force on April 22 2013

Section 4 Posting Within fifteen (15) days after the adoption of this Ordinance the City Clerk shall have it posted in three (3) public places designated by the City Council

This Ordinance was introduced and read on the 17th day of December 2012 and passed and adopted on the 7th day of January 2013 by the following vote

AYES Councilmembers Bronitsky Kiesel Okamoto Perez and Mayor Frisella

NOES None

ABSENT None

ABSTAIN None



PAM FRISELLA MAYOR

ATTEST



DORIS L PALMER CITY CLERK

CERTIFICATE OF POSTING

I, Doris L. Palmer, hereby certify as follows:

That I am, and at all time herein mentioned, was the duly acting and qualified City Clerk/District Secretary of the **City of Foster City/Estero Municipal Improvement District**, Foster City, San Mateo County, California.

I further certify to the proper posting of:

Ordinance No. 571, "Amending Title 8 Of The Foster City Municipal Code Health And Safety, By Adding Chapter 8.09, Reusable Bags "

in the following four public places of the **City of Foster City/Estero Municipal Improvement District**, Foster City, San Mateo County, California:

1. Federal Post Office, Charter Square
1050 Shell Boulevard
2. Recreation Center Lobby
650 Shell Boulevard
3. Council Chambers (not a mandatory posting site)
620 Foster City Boulevard
4. Foster City Public Library
1000 E. Hillsdale Boulevard

Executed at the **City of Foster City/Estero Municipal Improvement District**, Foster City, San Mateo County, California this 8th day of January, 2013.



Doris L. Palmer
City Clerk/District Secretary

Attachment 7

ORDINANCE NO. 567

AN ORDINANCE OF THE CITY OF FOSTER CITY AMENDING TITLE 8, HEALTH AND SAFETY, OF THE FOSTER CITY MUNICIPAL CODE, BY ADDING CHAPTER 8.08, PROHIBITION ON THE USE OF POLYSTYRENE BASED DISPOSABLE FOOD SERVICE WARE BY FOOD VENDORS

CITY OF FOSTER CITY

IT IS SO ORDAINED by the City Council of the City of Foster City as follows:

Section 1. Title 8 of the Foster City Municipal Code is hereby amended adding thereto Chapter 8.08, PROHIBITION ON THE USE OF POLYSTYRENE BASED DISPOSABLE FOOD SERVICE WARE BY FOOD VENDORS, to read as follows:

"Chapter 8.08

PROHIBITION ON THE USE OF POLYSTYRENE BASED DISPOSABLE FOOD SERVICE WARE BY FOOD VENDORS

Sections:

08.08.010 Adoption of San Mateo County Code Chapter 4.107 by Reference.

08.08.020 Authorization of Enforcement By San Mateo County Personnel.

08.08.010 Adoption of San Mateo County Code Chapter 4.107 by Reference.

Chapter 4.107 "Prohibition of the Use of Polystyrene Based Disposable Food Service Ware by Food Vendors" of Title 4 of the San Mateo County ordinance code, and any amendment thereto, are hereby adopted and made effective in this city. Certified copies of Chapter 4.107 of Title 4, as adopted hereby, have been deposited with the City Clerk, and shall be at all times maintained by the Clerk for use and examination by the public.

08.08.020 Authorization of Enforcement By San Mateo County Personnel.

The County of San Mateo, its officers, employees and agents are hereby authorized to enforce, on behalf of the city, Chapter 4.107 "Prohibition on the Use of Polystyrene Based Disposable Food Service Ware by Food Vendors" of Title 4 of the San Mateo County ordinance code, and any amendments thereto, within

the jurisdiction areas of this city. Such enforcement authority includes, but is not limited to, the collection of fees and fines, expending such revenue in the enforcement of the prohibition on the use of polystyrene based disposable food service ware by food vendors, holding hearings, suspending permits and issuing administrative fines."

Section 2. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council does hereby declare that it should have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 3. Taking Effect. This Ordinance shall take effect and be in force on April 1, 2012.

Section 4. Posting. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall have it posted in three (3) public places designated by the City Council.

This Ordinance was introduced and read on the 3rd day of October, 2011, and passed and adopted on the 17th day of October, 2011, by the following vote:

AYES: Councilmembers Bronitsky, Frisella, Kiesel, and Mayor Koelling

NOES: None

ABSENT: Councilmember Wykoff

ABSTAIN: None


LINDA KOELLING, MAYOR

ATTEST:


DORIS L. PALMER, CITY CLERK

CERTIFICATE OF POSTING

I, Doris L. Palmer, hereby certify as follows:

That I am, and at all time herein mentioned, was the duly acting and qualified City Clerk/District Secretary of the **City of Foster City/Estero Municipal Improvement District**, Foster City, San Mateo County, California.

I further certify to the proper posting of:

Ordinance No. 567, "Amending Title 8, Health and Safety, of the Foster City Municipal Code, By Adding Chapter 8.08, Prohibition on the Use of Polystyrene Based Disposable Food Service Ware by Food Vendors [First Reading October 3, 2011]"

in the following four public places of the **City of Foster City/Estero Municipal Improvement District**, Foster City, San Mateo County, California:

1. Federal Post Office, Charter Square
1050 Shell Boulevard
2. Recreation Center Lobby
650 Shell Boulevard
3. Council Chambers (not a mandatory posting site)
620 Foster City Boulevard
4. Foster City Public Library
1000 E. Hillsdale Boulevard

Executed at the **City of Foster City/Estero Municipal Improvement District**, Foster City, San Mateo County, California this 18th day of October, 2011.



Doris L. Palmer
City Clerk/District Secretary

Chapter 8.08

**PROHIBITION ON THE USE OF POLYSTYRENE
BASED DISPOSABLE FOOD SERVICE WARE BY
FOOD VENDORS**

Sections:

- 8.08.010** Adoption of San Mateo County Ordinance Code Chapter 4.107 by reference.
- 8.08.020** Authorization of enforcement by San Mateo County personnel.
- 8.08.010** Adoption of San Mateo County Ordinance Code Chapter 4.107 by reference.

Chapter 4.107, Prohibition on the Use of Polystyrene Based Disposable Food Service Ware by Food Vendors, of the San Mateo County Ordinance Code, and any amendment thereto, are hereby adopted and made effective in this city. Certified copies of Chapter 4.107 of the San Mateo County Ordinance Code, as adopted hereby, have been deposited with the city clerk, and shall be at all times maintained by the clerk for use and examination by the public. (Ord. 567 § 1 (part), 2011)

8.08.020 Authorization of enforcement by San Mateo County personnel.

The county of San Mateo, its officers, employees and agents are hereby authorized to enforce, on behalf of the city, Chapter 4.107, Prohibition on the Use of Polystyrene Based Disposable Food Service Ware by Food Vendors, of the San Mateo County Ordinance Code, and any amendments thereto, within the jurisdiction areas of this city. Such enforcement authority includes, but is not limited to, the collection of fees and fines, expending such revenue in the enforcement of the prohibition on the use of polystyrene based disposable food service ware by food vendors, holding hearings, suspending permits and issuing administrative fines. (Ord. 567 § 1 (part), 2011)

Chapter 8.09

REUSABLE BAGS*

Sections:

8.09.010	Findings and purpose.
8.09.020	Definitions.
8.09.030	Implementation date.
8.09.040	Single-use carry-out bag.
8.09.050	Recordkeeping and inspection.
8.09.060	Administrative fine.
8.09.070	Severability.
8.09.080	Enforcement.

* Code reviser's note: Section 3 of Ordinance 571 provides, "This Ordinance shall take effect and be in force on April 22, 2013."

8.09.010 Findings and purpose.

The city council finds and determines that:

A. The use of single-use carry-out bags by consumers at retail establishments is detrimental to the environment, public health and welfare.

B. The manufacture and distribution of single-use carry-out bags requires utilization of natural resources and results in the generation of greenhouse gas emissions.

C. Single-use carry-out bags contribute to environmental problems, including litter in storm drains, creeks, the bay and the ocean.

D. Single-use carry-out bags provided by retail establishments impose unseen costs on consumers, local governments, the state and taxpayers and constitute a public nuisance. This city council does, accordingly, find and declare that it should restrict the use of single-use carry-out bags. (Ord. 571 § 1 (part), 2013)

8.09.020 Definitions.

"Customer" means any person obtaining goods from a retail establishment.

"Garment bag" means a travel bag made of pliable, durable material, with or without a handle, designed to hang straight or fold double and used to carry suits, dresses, coats, or the like without crushing or wrinkling the same.

"Nonprofit charitable reuser" means a charitable organization, as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than fifty percent of its revenues from the handling and sale of those donated goods or materials.

"Person" means any natural person, firm, corporation, partnership, or other organization or group however organized.

"Prepared food" means foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. "Prepared food" does not include any raw, uncooked meat product or fruits or vegetables which are chopped, squeezed or mixed.

"Public eating establishment" means a restaurant, take-out food establishment, or any other business that receives ninety percent or more of its revenue from the sale of prepared food to be eaten on or off its premises.

"Recycled paper bag" means a paper bag provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent post-consumer recycled content; is one hundred percent recyclable; and has printed in a highly visible manner on the outside of the bag the words "reusable" and "recyclable," the name and location of the manufacturer, and the percentage of post-consumer recycled content.

"Retail establishment" means any commercial establishment that sells perishable or nonperishable goods including, but not limited to, clothing, food, and personal items directly to the customer; and is located within or doing business within the geographical limits of the city of Foster City. "Retail establishment" does not include public eating establishments or nonprofit charity reusers.

"Reusable bag" means either a bag made of cloth or other machine washable fabric that has handles, or a durable plastic bag with handles that is at least 2.25 mil thick and is specifically designed and manufactured for multiple reuse. A garment bag may meet the above criteria regardless of whether it has handles or not.

"Single-use carry-out bag" means a bag other than a reusable bag provided at the check stand, cash register, point of sale or other point of departure, including department within a store, for the purpose of transporting food or merchandise out of the establishment. "Single-use carry-out bags" do not include bags without handles provided to the customer: (1) to transport prepared food, produce, bulk food, or meat from a department within a store to the point of sale; or (2) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a reusable bag or recycled paper bag. (Ord. 571 § 1 (part), 2013)

8.09.080 Enforcement.

A. The San Mateo County environmental health division is hereby authorized and directed to enforce the provisions of this chapter within the geographical limits of the city of Foster City.

B. The authorization granted by subsection A of this section includes, without limitation, the authority to hold hearings and issue administrative fines for violations of this chapter within the geographical limits of the city of Foster City.

C. Enforcement will begin effective April 22, 2013. (Ord. 571 § 1 (part), 2013)

8.09.030 Implementation date.

This chapter shall not be implemented until April 22, 2013. (Ord. 571 § 1 (part), 2013)

8.09.040 Single-use carry-out bag.

A. No retail establishment shall provide a single-use carry-out bag to a customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment except as provided in this section.

B. On or before December 31, 2014, a retail establishment may only make recycled paper bags or reusable bags available to customers if the retailer charges a minimum of ten cents.

C. On or after January 1, 2015, a retail establishment may only make recycled paper bags or reusable bags available to customers if the retailer charges a minimum of twenty-five cents.

D. Notwithstanding this section, no retail establishment may make available for sale a recycled paper bag or a reusable bag unless the amount of the sale of such bag is separately itemized on the sale receipt.

E. A retail establishment may provide one or more recycled paper bags at no cost to any of the following individuals: a customer participating in the California Special Supplement Food Program for Women, Infants, and Children, pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code; a customer participating in the Supplemental Food Program pursuant to Chapter 10 (Commencing with Section 15500) of Part 3 of Division 9 of the California Welfare and Institutions Code; and a customer participating in CalFresh pursuant to Chapter 10 (commencing with Section 18900) of Part 6 of Division 9 of the California Welfare and Institutions Code. (Ord. 571 § 1 (part), 2013)

8.09.050 Recordkeeping and inspection.

Every retail establishment shall keep complete and accurate record or documents of the purchase and sale of any recycled paper bag or reusable bag by the retail establishment, for a minimum period of three years from the date of purchase and sale, which record shall be available for inspection at no cost to the city or San Mateo County environmental health division during regular business hours by any city or San Mateo County environmental health division employee authorized to enforce this chapter. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be available at the retail establishment address. The provision of false information including incomplete records or

documents to the city or San Mateo County environmental health division shall be a violation of this chapter. (Ord. 571 § 1 (part), 2013)

8.09.060 Administrative fine.

A. Grounds for Fine. A fine may be imposed upon findings made by the director of the San Mateo County environmental health division, or his or her designee, that any retail establishment has provided a single-use carry-out bag to a customer in violation of this chapter.

B. Amount of Fine. Upon findings made under subsection A of this section, the retail establishment shall be subject to an administrative fine as follows:

1. A fine not exceeding one hundred dollars for a first violation;

2. A fine not exceeding two hundred dollars for a second violation;

3. A fine not exceeding five hundred dollars for the third and subsequent violations;

4. Each day that a retail establishment has provided single-use carry-out bags to a customer constitutes a separate violation.

C. Fine Procedures. Notice of the fine shall be served on the retail establishment. The notice shall contain an advisement of the right to request a hearing before the director of the environmental health division or his or her designee contesting the imposition of the fine. The grounds for the contest shall be that the retail establishment did not provide a single-use carry-out bag to any customer. Said hearing must be requested within ten days of the date appearing on the notice of the fine. The decision of the director of the environmental health division shall be based upon a finding that the above listed ground for a contest has been met and shall be a final administrative order, with no administrative right of appeal.

D. Failure to Pay Fine. If said fine is not paid within thirty days from the date appearing on the notice of the fine or of the notice of determination of the director of the environmental health division or his or her designee after the hearing, the fine shall be referred to a collection agency. (Ord. 571 § 1 (part), 2013)

8.09.070 Severability.

If any provision of this chapter or the application of such provision to any person or in any circumstances shall be held invalid, the remainder of this chapter, or the application of such provision to a person or in circumstances other than those as to which it is held invalid, shall not be affected thereby. (Ord. 571 § 1 (part), 2013)

Attachment 8

level of trash generation (accumulation) while the adjacent business/office park parcels (with the exception of Costco) generally had low trash general rates.

TMA 5 consists of the remaining area within the City, all with a low trash generation rate.

A map depicting the City's TMAs is included as Figure 6. All jurisdictional areas within the City are included within a TMA. The amount of jurisdictional land area and associated trash condition categories for each TMA are included in Table 6.

Table 6. Jurisdictional area and percentage of each Trash Management Area (TMA) comprised of trash generation categories

TMA	Jurisdictional Area (Acres)	Trash Generation Category			
		Very High	High	Moderate	Low
1	37.0	0.0%	0.0%	100.0%	0.0%
2A	10.1	0.0%	0.0%	100.0%	0.0%
2B	10.5	0.0%	0.0%	100.0%	0.0%
2C	4.9	0.0%	0.0%	100.0%	0.0%
2D	3.6	0.0%	0.0%	86.9%	13.1%
2E	7.6	0.0%	0.0%	100.0%	0.0%
2F	2.4	0.0%	0.0%	100.0%	0.0%
3A	10.6	0.0%	0.0%	100.0%	0.0%
3B	7.0	0.0%	0.0%	100.0%	0.0%
3C	5.3	0.0%	0.0%	100.0%	0.0%
3D	2.8	0.0%	0.0%	100.0%	0.0%
4	7.3	0.0%	0.0%	100.0%	0.0%
5	2,186.9	0.0%	0.0%	0.0%	100.0%

The 13.1% low generation area in TMA #2D represents a bioswale included within the borders of the polygon assigned to delineate #2D.

109.1
 - 0.5

 108.6 Acres 18 Acres

Know what's below.
 Call **811** before you dig.



Figure 5. Final Trash Generation Map for the City of Foster City.

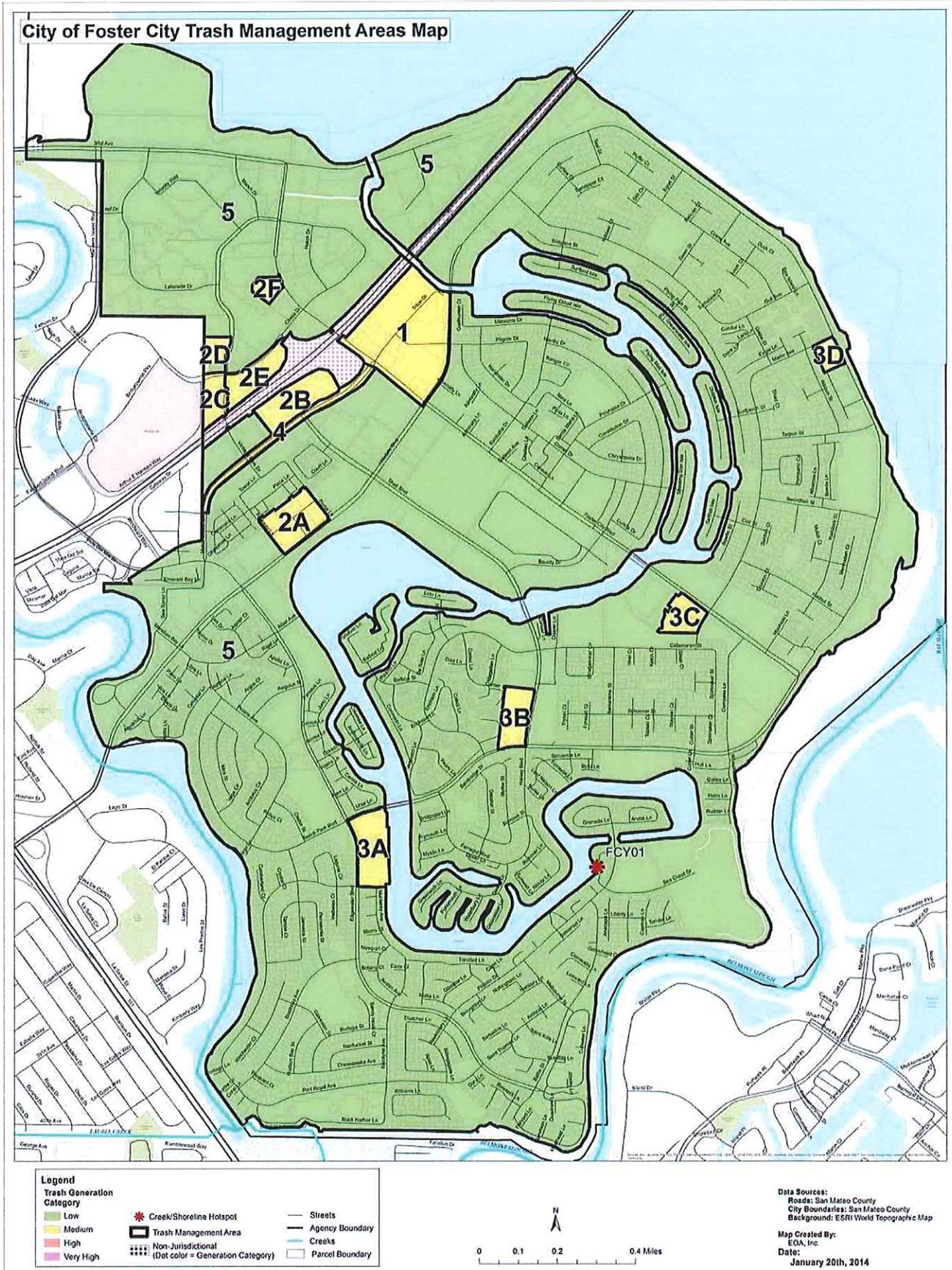


Figure 6. Trash Management Area Map for the City of Foster City.

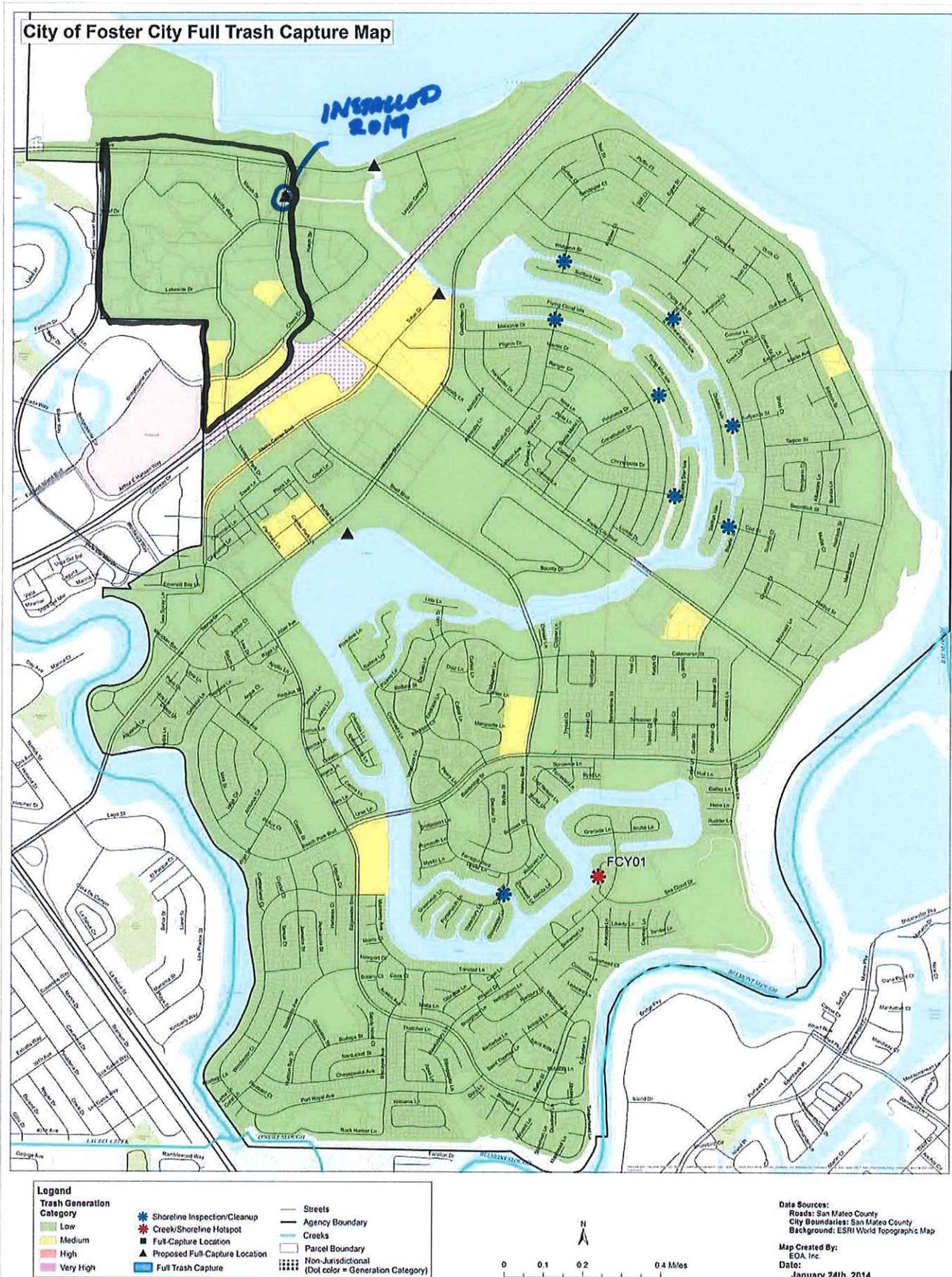


Figure 7. Trash Full Capture Device Map for the City of Foster City.



AREA CAPTURED
BY TRASH CAPTURE
DEVICES = ~157 ACRES

TRASH CAPTURE