



**"The City With a Heart"**

Jim Ruane, Mayor  
Michael Salazar, Vice Mayor  
Ken Ibarra, Councilmember  
Rico E. Medina, Councilmember  
Irene O'Connell, Councilmember

## **AGENDA – SPECIAL MEETING – CLOSED SESSION SAN BRUNO CITY COUNCIL**

**January 13, 2015**

**6:15 p.m.**

**Meeting Location: San Bruno Senior Center, 1555 Crystal Springs Road, San Bruno, CA**

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:** Individuals allowed three minutes, groups in attendance, five minutes. If you are unable to remain at the meeting, ask the City Clerk to request that the Council consider your comments earlier. It is the Council's policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendaized pursuant to State Law.
- 4. CLOSED SESSION:**  
Conference with Labor Negotiators Pursuant to Gov't Code Section 54957.6; Agency Designated Representative: City Manager and Assistant City Manager; Employee Organization: Police Bargaining Unit.
- 5. ADJOURNMENT:**  
The next regular City Council Meeting will be held on January 13, 2015 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

*Posted Pursuant to Law 01/09/15*



**"The City With a Heart"**

Jim Ruane, Mayor  
Michael Salazar, Vice Mayor  
Ken Ibarra, Councilmember  
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## **AGENDA**

### **SAN BRUNO CITY COUNCIL**

**January 13, 2015**

**7:00 p.m.**

**Meeting Location: San Bruno Senior Center, 1555 Crystal Springs Road, San Bruno, CA**

City Council meetings are conducted in accordance with Roberts Rules of Order Newly Revised and City Council Rules of Procedure. You may address any agenda item by standing at the microphone until recognized by the Council. All regular Council meetings are recorded and televised on CATV Channel 1 and replayed the following Thursday, at 2:00 pm. You may listen to recordings in the City Clerk's Office, purchase CD's, access our web site at [www.sanbruno.ca.gov](http://www.sanbruno.ca.gov) or check out copies at the Library. We welcome your participation. In compliance with the Americans with Disabilities Act, individuals requiring reasonable accommodations or appropriate alternative formats for notices, agendas and records for this meeting should notify us 48 hours prior to meeting. Please call the City Clerk's Office 650-616-7058.

Thank the **San Bruno Garden Club** for providing the beautiful floral arrangement.

- 1. CALL TO ORDER:**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE:**
- 3. ANNOUNCEMENTS:**
- 4. PRESENTATIONS:**
- 5. REVIEW OF AGENDA:**
- 6. APPROVAL OF MINUTES:** Regular Council Meeting of December 9, 2014 and Special Council Meeting of December 22, 2014.
- 7. CONSENT CALENDAR:** All items are considered routine or implement an earlier Council action and may be enacted by one motion; there will be no separate discussion unless requested by a Councilmember, citizen or staff.
  - a. Approve:** Accounts Payable of December 8 and 15, 22 and 29, 2014 and January 5, 2015.
  - b. Approve:** Payroll of November 30, 2014 and December 14, 2014.
  - c. Accept:** Reconciliation of General Ledger to Bank Reports and the Investment Reports Dated November 30, 2014.
- 8. PUBLIC HEARING:**

Hold Public Hearing, Waive First Reading and Introduce an Ordinance Approving a Development Agreement with Castle Companies for Construction of Ten New Homes in the Crestmoor Neighborhood.

**9. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:** Individuals allowed three minutes, groups in attendance, five minutes. If you are unable to remain at the meeting, ask the City Clerk to request that the Council consider your comments earlier. It is the Council's policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendized pursuant to State Law.

**10. CONDUCT OF BUSINESS:**

- a. Adopt Resolution Authorizing the City Manager to Execute a Construction Contract for the Crestmoor (Glenview) Neighborhood Reconstruction – Utility Sanitary Sewer Lateral Replacement Project with JMB Construction, Inc. in the Amount of \$1,216,180 and Approving a Construction Budget of \$1,816,376.
- b. Adopt Resolution Authorizing the City Manager to Execute an Amendment to the Contract with West Yost Associates for Construction Management and Inspection Services for the Water Pump Station No. 4 (College) Project in the Amount of \$29,633.
- c. Receive Oral Report from City Clerk on Attendance at the City Clerks New Law and Elections Seminar in Monterey, California, Wednesday December 3 through Friday December 5, 2014.

**11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:**

**12. COMMENTS FROM COUNCIL MEMBERS:**

**13. CLOSED SESSION:**

Conference with Labor Negotiators Pursuant to Gov't Code Section 54957.6; Agency Designated Representative: City Manager and Assistant City Manager, Employee Organization: Police Bargaining Unit.

**14. ADJOURNMENT:**

The next regular City Council Meeting will be held on January 27, 2015 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.



Jim Ruane, Mayor  
Michael Salazar, Vice Mayor  
Ken Ibarra, Councilmember  
Rico E. Medina, Councilmember  
Irene O'Connell, Councilmember

## MINUTES – SPECIAL MEETING (AMENDED)

### SAN BRUNO CITY COUNCIL

December 22, 2014

6:00 p.m.

1. **CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on December 22, 2014 at San Bruno's City Hall, 567 El Camino Real, Room 115, San Bruno, CA. The meeting was called to order at 6:40 p.m.

2. **PUBLIC COMMENT ON ITEMS NOT ON AGENDA:** None.

3. **CLOSED SESSION:**

**Mayor Ruane and the City Council** went into closed session at 6:00 p.m. for the purpose of a Public Employee Performance Evaluation Pursuant to Government Code Section 54957: City Manager. The meeting was completed at 6:40 p.m. with no reportable action.

4. **CONDUCT OF BUSINESS:**

**City Manager Jackson** gave a quick report on Items 4.a. and 4.b. and asked these agreements be extended through the end of 2014. She asked for approval of the resolutions.

a. **Councilmember Ibarra** introduced the Resolution Authorizing the City Manager to Execute An Agreement for Shared Fire Chief Services between the Central County Fire Department and the City of San Bruno and passed with a unanimous vote.

b. **Councilmember Ibarra** introduced the Resolution Authorizing the City Manager to Execute an Amendment to the Agreement for Shared Deputy Fire Chief, Fire Marshal and Division Chiefs between the City of Millbrae and the City of San Bruno and passed with a unanimous vote.

c. Conduct Study Session to Review the 2014-2019 Five Year Capital Improvement Program and Appropriating Funding for the 2014-15 Capital Improvement Project Budget.

**City Manager Jackson** introduced the study session and several members of the staff gave presentations on their proposals for the Capital Improvement Project Budget. No reportable action.

5. **ADJOURNMENT:**

**Mayor Ruane** closed the meeting at 9:05 p.m. The next regular City Council Meeting will be held on January 13 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval  
at the City Council Meeting of  
January 13, 2015

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Carol Bonner, City Clerk

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Jim Ruane, Mayor

**“The City With a Heart”**



Jim Ruane, Mayor  
Rico E. Medina, Vice Mayor  
Ken Ibarra, Councilmember  
Irene O'Connell, Councilmember  
Michael Salazar, Councilmember

**MINUTES  
SAN BRUNO CITY COUNCIL**

**December 9, 2014**

**7:00 p.m.**

**1. CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on December 9, 2014 at San Bruno's Senior Center, 1555 Crystal Springs Road, San Bruno, CA. The meeting was called to order at 7:09 p.m. **Mayor Ruane** thanked the Garden Club for the flower arrangement.

**2. ROLL CALL PLEDGE OF ALLEGIANCE:**

Presiding was Mayor Ruane, Vice Mayor Medina, Councilmembers Ibarra, O'Connell and Salazar. **Senator Jerry Hill** led the Pledge of Allegiance. Recording by City Clerk Bonner.

**3. ANNOUNCEMENTS:**

**Mayor Ruane** announced there will not be a City Council Meeting on December 23, 2014, the Fourth Tuesday in December.

**4. PRESENTATIONS:** None.

**5. REVIEW OF AGENDA:** No changes.

**6. APPROVAL OF MINUTES:** Special Council Meeting Minutes of November 25, 2014 and Regular Council Meeting of November 25, 2014, approved as submitted.

**7. CONSENT CALENDAR:**

- a. **Approve:** Accounts Payable of November 24, and December 1, 2014.
- b. **Approve:** Payroll of November 16, 2014.
- c. **Adopt:** Resolution Amending the City Classification Plan by Adopting the Position Description and Salary Range for Recreation Services Coordinator.
- d. **Receive:** Report and Adopt Resolution Accepting the Annual Report on Development Impact Fees for the Year Ending June 30, 2014.
- e. **Conduct:** Annual Reorganization of the City Council and Appointment of Vice Mayor to Serve a One-Year Term.
- f. **Receive:** Report and Confirm Appointment of City Councilmembers to City Council Subcommittees as Liaison to City Citizen Advisory Committees, Commissions and Boards.
- g. **Adopt:** Resolution Approving Revisions to the City's Conflict of Interest Code Appendix.
- h. **Adopt:** Resolution Authorizing the City Manager to Execute a Contract with TASER International to Purchase TASER Units in the Amount of \$55,579 and Appropriating \$55,579 from the Equipment Reserve Fund.

i. **Adopt:** Resolution Authorizing the Purchase of Cable Television HD/DVR Set-top Box Equipment in the Amount of \$126,873 and Appropriating \$126,873 from the Cable Television Fund.

**M/S O'Connell/Medina** to approve the Consent Calendar and passed with all ayes.

8. **PUBLIC HEARING:** None.

9. **PUBLIC COMMENT ON ITEMS NOT ON AGENDA:**

**Bob George, Chabot Dr.** talked about HIP and brought calendars to the Council from their organization.

10. **CONDUCT OF BUSINESS:**

a. Adopt Resolution Reciting the Facts of the General Municipal Election Held on November 4, 2014, Declaring the Result and Such Other Matters as Provided by Law.

**City Clerk Bonner** clarified the numbers in the resolution and on the staff report and asked for questions.

**Councilmember O'Connell** introduced the resolution for adoption and passed with a unanimous vote.

**Councilmember Ibarra** acknowledged and thanked those who voted for this measure.

b. **Mayor Ruane** said we will receive Proclamations and hold a Reception to celebrate San Bruno's Centennial.

**Katrina Rill** representing **Congresswoman Jackie Speier** shared what she conveyed on Saturday evening at the gala and read the San Bruno Centennial into the congressional record which is the official history of the House of Representatives.

**Jerry Hill** and **Ben Cohn** presented a resolution. **Jerry Hill** shared an emotional moment when he talked about the spirit of the City and the staff which was not included in the resolution. He thanked the City for being part of San Mateo County. **Ben Cohn** said he had done a little bit of research and gave some historical facts, in 1914 Babe Ruth was a rookie, stamps were 2 cents and commercial flight got off the ground. On behalf of Assembly Member Kevin Mullin, Ben Cohn recognized the centennial and wished San Bruno a happy birthday.

**Art Kiesel, Mayor of Foster City** congratulated San Bruno on reaching their milestone.

**Jeffrey Gee, Mayor of Redwood City** congratulated San Bruno on their 100 years.

**Cliff Lentz, Brisbane** congratulated San Bruno on their Centennial.

**Patrick Flynn, San Bruno Park School District** said they look forward to working together with the City over the next hundred years.

**Mayor Ruane** thanked all those who sent proclamations and called for a short break.

c. Adopt Resolution Authorizing the City Manager to Execute a Contract with NCE to Provide Technical Design Assistance for the 2014-2015 Street Rehabilitation Project in an Amount Not to Exceed \$73,600.

**Deputy Director Tan** gave an overview of the staff report and asked for questions.

**Councilmember Salazar** said it looked like a lot of consultants have been used. He asked if something could be done to be a little more efficient. He asked if all the streets being repaired could be made available to the residents. **Tan** said there were two consulting firms hired for this project, one of which was hired by one of the consulting firms so not too much money was put into it. **Interim Public Services Director Razavi** said there are pavements that are deteriorating but you have to make sure the money is spent at the right time to get the most out of them. **City Manager Jackson** said they are actively looking at options to provide to the City Council regarding the overall condition index citywide. She said this warrants a study session all by itself.

**Councilmember Salazar** asked if anything is being done similar to the streets with the GIS mapping. **Tan** said currently staff doesn't have the expertise to do the analysis; however, in the future it is the hope staff will learn from the consultants and be able to do it themselves.

**Councilmember Ibarra** said he is frustrated and he knows the condition of the streets and he also knows it is all we can do to keep up. He said maybe we do need a study session and a field trip.

**Vice Mayor Medina** said he felt we are falling behind rather than keeping up. He said we need to think outside the box on how we can increase funding. When the streets are slurred, he said we need to know when the last time that street was paved to compare.

**Councilmember O'Connell** introduced the resolution for adoption and passed with a unanimous vote.

d. Adopt Resolution Authorizing Dedication of City Owned Property at 470 San Mateo Avenue in Honor of the City's Centennial.

**City Manager Jackson** gave an overview of the staff report and asked for questions with the possibility of locating the time capsule on the lot at 470 San Mateo Ave.

**Councilmember Ibarra** said he felt the time capsule would serve better on 470 San Mateo Avenue. This should be an opportunity for any organization to come forward to contribute, rather than just one furthering their notoriety.

**Vice Mayor Salazar** said he was in favor of something in San Bruno that would commemorate the centennial. He didn't want us locked in to develop this property.

**Councilmember Ibarra** said he would like community input. Planning "Commission, Parks and Recreation Commission, Culture and Arts Commission.

**Councilmember Medina** said he did not call the area a park. He said the reason City Hall came up to bury the time capsule was we would know where it was.

**Mayor Ruane** said there is an opportunity to do very little by placing the time capsule at 470 San Mateo Ave. and he is very much in favor of that.

**Vice Mayor Salazar** asked if this property were sold would this decision this evening preclude us from doing that. **City Manager Jackson** said there would be no technical or legal impediment to the City Council making a different policy decision. There is a certain community identity by dedication of the property. The only other thing is we would not be able to keep the proceeds from the sale of that property.

**Councilmember O’Connell** introduced the resolution and asked the time capsule be moved to 470 San Mateo Ave and the site be called Centennial Plaza, Mayor Ruane, Councilmembers Ibarra, O’Connell and Salazar voted aye, and Vice Mayor Medina voted no.

**11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:**

**12. COMMENTS FROM COUNCIL MEMBERS:**

**Councilmember Ibarra** said the Saturday evening Centennial Gala was wonderful.

**Mayor Ruane** echoed what was said regarding Saturday’s evening gala.

**13. CLOSED SESSION:**

**14. ADJOURNMENT:**

**Mayor Ruane** closed the meeting at 8:30 p.m. The next regular City Council Meeting will be held on January 13, 2015 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval  
at the City Council Meeting of  
January 13, 2015

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Carol Bonner, City Clerk

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Jim Ruane, Mayor

12/08/14

CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$517,626.12
121	FEDERAL/STATE GRANTS	\$50,611.34
132	AGENCY ON AGING	\$3,935.40
133	RESTRICTED DONATIONS	\$5,756.44
190	EMERGENCY DISASTER FUND	\$634,980.12
203	STREET IMPROVE. PROJECTS	\$2,308.08
611	WATER FUND	\$119,338.83
621	STORMWATER FUND	\$2,988.70
631	WASTEWATER FUND	\$860,697.82
641	CABLE TV FUND	\$230,125.84
701	CENTRAL GARAGE	\$1,493.23
702	FACILITY MAINT. FUND	\$1,706.95
711	SELF INSURANCE	\$15,320.70
880	PROJECT DEVELOP. TRUST	\$8,365.18
TOTAL FOR APPROVAL		\$2,455,254.75

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 152184 THROUGH 152335 INCLUSIVE, TOTALING IN THE AMOUNT OF \$2,455,254.75 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

 12/9/14  
FINANCE DIRECTOR                      DATE

T.A.

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017341 AARONSON DICKERSON, COHN & LANZONE	152228	12/8/2014	250.00
0017053 ACCOUNTEMPS	152193	12/8/2014	1,776.00
0000858 ADECCO EMPLOYMENT SERVICES	152194	12/8/2014	2,799.33
0103202 ADVANCED MOBILE COMMUNICATIONS	152195	12/8/2014	173.10
0001170 AIRGAS NCN	152196	12/8/2014	425.23
0100395 ALAN SAKAYAMA	152303	12/8/2014	140.83
0013864 ALEXIS SHAUGHNESSY	152312	12/8/2014	65.00
0017459 ALL CITY MANAGEMENT SVC.INC.	152198	12/8/2014	2,427.98
0018902 ALLGOOD DRIVING SCHOOL, INC.	152199	12/8/2014	120.00
0018976 ALPHA ANALYTICAL LAB. INC.	152200	12/8/2014	1,296.00
0000082 AMERICAN MESSAGING	152201	12/8/2014	16.02
0000118 ART'S PENINSULA LOCKSMITH	152202	12/8/2014	32.71
0016123 AT&T	152203	12/8/2014	16.74
0017191 AT&T	152204	12/8/2014	1,061.18
0000345 BAKER & TAYLOR BOOKS	152205	12/8/2014	971.92
0105908 BRANDON COLAR	152220	12/8/2014	300.00
0102737 BURKE, WILLIAMS & SORENSEN,LLP	152207	12/8/2014	1,617.00
0017600 BURTON'S FIRE INC.	152208	12/8/2014	50,611.34
0018722 CA SURVEYING & DRAFTING SUPPLY	152209	12/8/2014	289.85
0018531 CAL-STEAM	152211	12/8/2014	533.75
0097451 CALIFORNIA PARK & RECREATION	152210	12/8/2014	150.00
0018317 CANNON DESIGN GROUP	152212	12/8/2014	1,448.90
0013965 CH BULL CO.	152213	12/8/2014	255.06
0016324 CINTAS CORPORATION	152214	12/8/2014	306.80
0096053 CINTAS DOCUMENT MANAGEMENT	152215	12/8/2014	49.50
0106048 CIT	152216	12/8/2014	426.89
0000060 CITY OF MILLBRAE	152217	12/8/2014	547.75
0000227 CITY OF SAN BRUNO	152218	12/8/2014	4,849.40
0000386 CITY OF SOUTH SAN FRANCISCO	152219	12/8/2014	805,580.79
0017105 COLMA POLICE DEPARTMENT	152221	12/8/2014	450.00
0000911 COTTON, SHIRES & ASSOCIATES	152222	12/8/2014	1,794.08
0015857 COUNTY OF SAN MATEO	152223	12/8/2014	3,485.17
0017926 COUNTY OF SAN MATEO	152224	12/8/2014	329,410.00
0014338 CREST/GOOD MANUFACTURING CO.	152225	12/8/2014	660.57
0018331 CSG CONSULTANTS INC.	152226	12/8/2014	662.50
0103976 DISCOVERY COMMUNICATIONS, LLC	152229	12/8/2014	348.54
0101441 DON SHERER	152313	12/8/2014	2,204.72
0102345 DUKE'S ROOT CONTROL, INC.	152230	12/8/2014	13,431.00
0104327 EATON PUMP & SALES	152231	12/8/2014	19,900.10
0000198 EBSCO SUBSCRIPTION SVCS.	152232	12/8/2014	86.33
0018799 ECONOMIC&PLANNING SYSTEMS INC.	152233	12/8/2014	1,025.00
0016920 ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)	152310	12/8/2014	1,781.25
0013683 F. FERRANDO & CO.	152235	12/8/2014	9,020.00
0000944 FEDEX	152236	12/8/2014	47.70
0013714 FIRST NATIONAL BANK	152237	12/8/2014	19,107.21
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	152238	12/8/2014	10,981.98
0102869 FRANCHISE TAX BOARD	152239	12/8/2014	725.00
0097867 FRANKLIN HUANG	152252	12/8/2014	23.77
0100191 FRAZ ZAHID	152240	12/8/2014	400.00
0102354 FS3 FIRE SERVICE SPECIFICATION & SUPPLY	152311	12/8/2014	266.37
0105960 GARRATT CALLAHAN	152241	12/8/2014	5,164.64
0104135 GLOBAL TRACKING COMMUNICATIONS, INC.	152323	12/8/2014	239.92
0000162 GRAINGER	152242	12/8/2014	1,927.12

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Vendor Code & Name	Check #	Check Date	Amount
0018948 GRAND LEADER MARKET	152243	12/8/2014	67.21
0000541 GRANITE ROCK COMPANY	152244	12/8/2014	523.70
0017900 GREAT LAKES DATA SYSTEMS INC	152245	12/8/2014	836.46
0096316 GREEN CARPET LANDSCAPING & MAINTENANCE	152269	12/8/2014	1,100.00
0017914 GSWAW INC.	152246	12/8/2014	5,772.73
0096837 GYM DOCTORS	152247	12/8/2014	125.00
0000385 HACH COMPANY	152248	12/8/2014	164.90
0095792 HARRISON & BONINI	152249	12/8/2014	91.56
0095351 HAVE A PARTY PROS	152250	12/8/2014	400.00
0018090 HOPKINS TECHNICAL PRODUCTS,INC	152251	12/8/2014	2,626.33
0103336 HUB INTERNATIONAL SERVICE INC.	152253	12/8/2014	314.98
0105735 HYDROSCIENCE ENGINEERS, INC.	152254	12/8/2014	2,356.75
0001786 IN DEMAND-NYC	152255	12/8/2014	379.42
0015644 INDUSTRIAL WIPER & SUPPLY,INC.	152256	12/8/2014	184.60
0015531 INTERSTATE BATTERY SYS. OF SF	152257	12/8/2014	53.73
0018557 INTERSTATE SALES	152258	12/8/2014	330.92
0099054 INTERSTATE TRS FUND	152259	12/8/2014	476.15
0098275 JAMES ROCHFORD	152300	12/8/2014	130.00
0097247 JASBIR SOMAN	152319	12/8/2014	15.90
0105875 JETMULCH INC.	152260	12/8/2014	3,020.66
0095730 JOSEPH A. ORTIZ	152288	12/8/2014	235.00
0000771 JT2 INTEGRATED RESOURCES	152262	12/8/2014	9,737.98
0018376 JT2 INTEGRATED RESOURCES	152263	12/8/2014	5,582.72
0097117 JUERGEN ROECK	152301	12/8/2014	82.14
0000075 K-119 TOOLS OF CALIFORNIA INC.	152264	12/8/2014	257.28
0018050 KAISER FOUNDATION HEALTH PLAN	152265	12/8/2014	3,602.20
0000132 KELLY-MOORE PAINT CO INC.	152266	12/8/2014	161.06
0016618 KUSTOM SIGNALS, INC.	152267	12/8/2014	1,348.31
0096347 LA LORICK ASSOCIATES	152268	12/8/2014	2,861.40
0097496 LAWRENCE DAMATO	152227	12/8/2014	86.58
0103799 LDVALI LLC	152270	12/8/2014	332.80
0105034 LFP BROADCASTING, LLC	152272	12/8/2014	74.07
0104424 LIDIA'S ITALIAN DELICACIES	152273	12/8/2014	2,425.00
0018177 LOWE'S	152275	12/8/2014	1,151.71
0018302 MALLORY CO.	152276	12/8/2014	324.61
0106044 MAYCROFT INVESTIGATION AGENCY	152277	12/8/2014	1,200.00
0102770 METLIFE	152278	12/8/2014	350.46
0000027 MEYERS   NAVE PROFESSIONAL LAW	152189	12/5/2014	145,665.71
0000027 MEYERS   NAVE PROFESSIONAL LAW	152192	12/5/2014	142,343.04
0000027 MEYERS   NAVE PROFESSIONAL LAW	152185	12/5/2014	100,669.02
0000027 MEYERS   NAVE PROFESSIONAL LAW	152186	12/5/2014	61,615.60
0000027 MEYERS   NAVE PROFESSIONAL LAW	152187	12/5/2014	49,174.93
0000027 MEYERS   NAVE PROFESSIONAL LAW	152184	12/5/2014	46,776.97
0000027 MEYERS   NAVE PROFESSIONAL LAW	152191	12/5/2014	43,660.36
0000027 MEYERS   NAVE PROFESSIONAL LAW	152188	12/5/2014	38,219.32
0000027 MEYERS   NAVE PROFESSIONAL LAW	152190	12/5/2014	4,392.00
0092285 MICROMARKETING LLC	152279	12/8/2014	70.95
0016863 MIDWEST TAPE, LLC	152280	12/8/2014	146.97
0102832 MOORE IACOFANO GOLTSMAN, INC.	152281	12/8/2014	2,436.28
0000333 MOSS RUBBER & EQUIP. CORP.	152282	12/8/2014	263.81
0104730 MUNICIPAL EMERGENCY SERVICES	152283	12/8/2014	5,152.40
0000357 NATIONAL CABLE TV CO-OP, INC.	152284	12/8/2014	226,408.00
0092263 OFFICE DEPOT INC	152285	12/8/2014	1,340.55
0018284 OFFICEMAX INC.	152286	12/8/2014	271.06

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0097567 ONE HOUR DRY CLEANING	152287	12/8/2014	255.50
0000012 PACIFIC GAS & ELECTRIC	152289	12/8/2014	15,906.64
0106088 PAY-BY-PLATE	152290	12/8/2014	7.00
0096456 PB AMERICAS, INC.	152291	12/8/2014	2,308.08
0001327 PENINSULA PUMP & EQUIPMENT INC	152292	12/8/2014	684.89
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	152321	12/8/2014	624.00
0102108 PETER JOHNSON	152261	12/8/2014	240.00
0013981 QUILL CORPORATION	152293	12/8/2014	100.26
0000071 R & B COMPANY	152294	12/8/2014	17,545.21
0091044 R.A. METAL PRODUCTS, INC	152295	12/8/2014	22.89
0017111 RANDOM HOUSE INC	152296	12/8/2014	40.88
0094546 RECORDED BOOKS, LLC	152297	12/8/2014	43.23
0090749 RED WING SHOE STORE	152298	12/8/2014	465.94
0096458 RMC WATER AND ENVIRONMENT	152299	12/8/2014	26,721.88
0000022 ROBERT LOUIE	152274	12/8/2014	76.05
0018846 SAFETY CENTER INC.	152302	12/8/2014	1,300.00
0096659 SAN BRUNO PET HOSPITAL	152304	12/8/2014	99.36
0103899 SAN FRANCISCO AIRPORT COMMISSION	152197	12/8/2014	2.00
0013918 SAN MATEO COUNTY TAX COLLECTOR	152305	12/8/2014	1,968.46
0018597 SAN MATEO DAILY JOURNAL	152306	12/8/2014	840.00
0017145 SAN MATEO LAWN MOWER SHOP	152307	12/8/2014	216.84
0015324 SAPLING ENVELOPE & PRINTING	152308	12/8/2014	468.70
0105375 SCAN ART	152309	12/8/2014	1,525.73
0018962 SHOE DEPOT INC.	152314	12/8/2014	166.76
0093872 SHOWCASES	152315	12/8/2014	30.60
0018214 SIGILLO SUPPLY INC.	152316	12/8/2014	1,861.79
0105924 SILICON CONSTELLATIONS, INC.	152317	12/8/2014	14,217.98
0018891 SMCCMA	152318	12/8/2014	135.00
0098681 SOPHIE WONG	152334	12/8/2014	44.70
0017339 SOUTH CITY REFRIGERATION	152320	12/8/2014	397.05
0097535 TED LEIB	152271	12/8/2014	64.96
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	152234	12/8/2014	85.00
0097449 THYSSENKRUPP ELEVATOR CORP.	152322	12/8/2014	391.14
0017133 TURBO DATA SYSTEMS INC	152324	12/8/2014	3,927.50
0018687 TYLER TECHNOLOGIES INC.	152325	12/8/2014	36,719.32
0102744 UNIVERSAL BUILDING SERVICES	152326	12/8/2014	163.00
0102988 VANTAGEPOINT TRANSFER AGENTS	152327	12/8/2014	11,180.89
0018771 VAVRINEK TRINE DAY & CO LLP	152328	12/8/2014	33,800.00
0098917 VOLIKOS ENTERPRISES	152329	12/8/2014	1,432.20
0103982 WESCO GRAPHICS, INC.	152331	12/8/2014	3,470.71
0000612 WESTVALLEY CONSTRUCTION CO.INC	152332	12/8/2014	50,776.44
0018385 WFCB - OSH COMMERCIAL SERVICES	152333	12/8/2014	833.96
0104704 WHITLOCK & WEINBERGER TRANSPORTATION INC	152330	12/8/2014	4,480.00
0097529 YESENIA BRAVO	152206	12/8/2014	60.28
0018242 ZAP MANUFACTURING INC.	152335	12/8/2014	478.60
		<b>GrandTotal:</b>	<b>2,455,254.75</b>
		<b>Total count:</b>	<b>152</b>

12/15/14

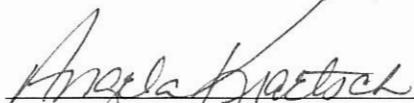
CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$70,750.76
003	ONE-TIME REVENUE	\$2,534.25
121	FEDERAL/STATE GRANTS	\$781.52
131	IN-LIEU FEES	\$4,761.00
132	AGENCY ON AGING	\$2,735.90
133	RESTRICTED DONATIONS	\$26,160.60
190	EMERGENCY DISASTER FUND	\$31,013.12
207	TECHNOLOGY CAPITAL	\$1,722.50
611	WATER FUND	\$19,596.05
621	STORMWATER FUND	\$4,001.76
631	WASTEWATER FUND	\$34,513.60
641	CABLE TV FUND	\$75,397.39
701	CENTRAL GARAGE	\$3,544.84
702	FACILITY MAINT. FUND	\$2,985.80
703	GENERAL EQUIPMENT REVOLVING	\$647.55
707	TECHNOLOGY DEVELOPMENT	\$4,807.77
711	SELF INSURANCE	\$741.80
880	PROJECT DEVELOP. TRUST	\$938.56
TOTAL FOR APPROVAL		\$287,634.77

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 4 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 152336 THROUGH 152500 INCLUSIVE, TOTALING IN THE AMOUNT OF \$287,634.77 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

  
FINANCE DIRECTOR      12-17-14  
DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017188 3T EQUIPMENT COMPANY INC.	152336	12/15/2014	2,969.20
0106051 A1 SOLAR POWER	152337	12/15/2014	145.00
0096852 ABAG PLAN CORPORATION	152338	12/15/2014	741.80
0105926 ACC ENVIRONMENTAL CONSULTANTS	152339	12/15/2014	4,761.00
0000858 ADECCO EMPLOYMENT SERVICES	152340	12/15/2014	4,313.12
0001170 AIRGAS NCN	152341	12/15/2014	26.00
0000163 AIRPORT AUTO PARTS INC.	152342	12/15/2014	346.91
0017459 ALL CITY MANAGEMENT SVC.INC.	152343	12/15/2014	2,336.52
0000372 ALLIED SECURITY ALARMS	152344	12/15/2014	1,288.50
0096113 AR AUTO GLASS	152345	12/15/2014	375.00
0001965 ARISTA BUSINESS	152346	12/15/2014	256.10
0018858 ARTHUR QUIROZ	152456	12/15/2014	321.53
0014617 AT&T	152347	12/15/2014	14.05
0016123 AT&T	152348	12/15/2014	2,207.71
0017191 AT&T	152349	12/15/2014	439.22
0000345 BAKER & TAYLOR BOOKS	152350	12/15/2014	2,078.78
0102626 BARBARA BRUXVOORT	152356	12/15/2014	108.12
0105747 BILL KWAN	152418	12/15/2014	1,000.00
0000378 BROADMOOR LANDSCAPE SUPPLY	152354	12/15/2014	53.41
0017434 BROWN & CALDWELL	152355	12/15/2014	1,047.50
0096798 BUSINESS PRODUCTS & SUPPLIES	152357	12/15/2014	651.71
0096330 C. KELL-SMITH & ASSOC. INC	152358	12/15/2014	1,000.00
0018531 CAL-STEAM	152360	12/15/2014	217.98
0104049 CAROL COSTAKIS	152375	12/15/2014	126.10
0018977 CBS TELEVISION STATIONS	152362	12/15/2014	9,793.04
0106106 CBT NUGGETS, LLC	152363	12/15/2014	2,988.00
0103925 CCI SYSTEMS	152364	12/15/2014	9,733.22
0013965 CH BULL CO.	152365	12/15/2014	16,554.92
0097229 CHARLES BRUST	152366	12/15/2014	82.88
0018639 CI SOLUTIONS	152367	12/15/2014	224.55
0016324 CINTAS CORPORATION	152368	12/15/2014	122.70
0097464 CINTAS FIRST AID & SAFETY	152369	12/15/2014	105.23
0098588 CITY OF BURLINGAME	152370	12/15/2014	1,600.00
0000227 CITY OF SAN BRUNO	152371	12/15/2014	618.11
0017802 CLEANSOURCE, INC.	152372	12/15/2014	535.38
0104552 COLIN PAGE	152451	12/15/2014	366.72
0105187 CONCERN	152374	12/15/2014	679.14
0015857 COUNTY OF SAN MATEO	152376	12/15/2014	76.00
0013968 CPOA	152377	12/15/2014	500.00
0104729 CRESTMOOR AUTO CENTER	152379	12/15/2014	174.23
0018331 CSG CONSULTANTS INC.	152380	12/15/2014	3,118.82
0106080 DATALINK CORPORATION	152381	12/15/2014	8,988.00
0000182 DAVID CRESTA	152382	12/15/2014	1,790.79
0097600 DEANNA ROBINSON	152461	12/15/2014	400.00
0018169 DELL MARKETING L.P.	152383	12/15/2014	25.45
0018092 DISCOVERY COMMUNICATIONS LLC	152384	12/15/2014	1,344.16
0103976 DISCOVERY COMMUNICATIONS, LLC	152385	12/15/2014	345.65
0017879 DISNEY ABC CABLE NETWORKS GROUP AFFILIATE	152359	12/15/2014	4,626.16
0017213 DON EPPERSON	152389	12/15/2014	291.94
0102673 EBI AGGREGATES	152387	12/15/2014	549.36
0016920 ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)	152470	12/15/2014	2,534.25
0000944 FEDEX	152391	12/15/2014	18.25
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	152392	12/15/2014	4,078.63

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Vendor Code & Name	Check #	Check Date	Amount	
0016861	GAMETIME	152393	12/15/2014	1,654.12
0018842	GBH POLYGRAPH SERVICES	152394	12/15/2014	500.00
0104560	GEO OPTIONS, INC.	152395	12/15/2014	1,956.55
0095666	GLOBAL TELECOM&TECHNOLOGY INC.	152396	12/15/2014	2,162.63
0017983	GLORIA DEETER	152397	12/15/2014	432.59
0018864	GMA NETWORK INC.	152398	12/15/2014	917.25
0016154	GOETZ BROTHERS SPORTING GOODS	152399	12/15/2014	277.95
0000162	GRAINGER	152400	12/15/2014	643.74
0017900	GREAT LAKES DATA SYSTEMS INC	152401	12/15/2014	1,450.00
0095966	GREATAMERICA FINANCIAL SVCS.	152402	12/15/2014	404.33
0095792	HARRISON & BONINI	152403	12/15/2014	52.94
0017882	HOME BOX OFFICE	152405	12/15/2014	2,287.30
0105378	HOME MAID RAVIOLI COMPANY INC.	152406	12/15/2014	177.00
0105735	HYDROSCIENCE ENGINEERS, INC.	152407	12/15/2014	6,325.40
0018838	INFOSEND, INC.	152408	12/15/2014	3,947.65
0104018	INTERSTATE TRAFFIC CONTROL	152409	12/15/2014	209.28
0000581	IRVINE & JACHENS INC.	152410	12/15/2014	415.67
0097431	IZMIRIAN ROOFING/SHEET METAL	152411	12/15/2014	118.25
0016347	JEFFREY MADONICH	152431	12/15/2014	421.20
0100951	JERROLD CRESTA	152378	12/15/2014	1,000.00
0106109	JERRY W. WILSON	152498	12/15/2014	78.37
0103087	JIM EVANGELIST	152390	12/15/2014	26.12
0095473	JOANNE PINO	152412	12/15/2014	64.89
0106111	JORGENSON LOCKERS	152413	12/15/2014	266.72
0106087	JUSTYNA TO	152486	12/15/2014	540.00
0000075	K-119 TOOLS OF CALIFORNIA INC.	152414	12/15/2014	80.40
0017947	KEVIN MCMULLAN	152435	12/15/2014	90.13
0018498	KONICA MINOLTA BUSINESS SOL.	152415	12/15/2014	647.55
0018498	KONICA MINOLTA BUSINESS SOL.	152416	12/15/2014	637.46
0000732	KRAFT INDUSTRIAL SUPPLY	152417	12/15/2014	752.65
0099150	KRISTEN HILMOE	152404	12/15/2014	30.00
0000317	L.N. CURTIS & SONS	152419	12/15/2014	1,073.22
0018561	LANCE BAYER	152421	12/15/2014	500.00
0096825	LAURIE LOO	152426	12/15/2014	1,798.55
0105822	LEE & RO, INC.	152423	12/15/2014	972.00
0105752	LEVEL 3 COMMUNICATIONS, LLC	152424	12/15/2014	4,188.73
0018777	LEXISNEXIS RISK DATA MANAGEMENT	152460	12/15/2014	50.00
0104424	LIDIA'S ITALIAN DELICACIES	152425	12/15/2014	1,520.00
0016034	LINDA RUSSELL	152464	12/15/2014	366.60
0102701	LISA LUCIANO	152429	12/15/2014	435.50
0018177	LOWE'S	152428	12/15/2014	2,054.26
0098074	LUCA MIRANDA	152437	12/15/2014	97.81
0017026	LYNX TECHNOLOGIES, INC.	152430	12/15/2014	1,722.50
0098003	MA BARRION	152351	12/15/2014	400.00
0100712	MAN KIT LAM	152420	12/15/2014	1,000.00
0091855	MARK REINHARDT	152433	12/15/2014	500.00
0094271	MARY TESSIER	152481	12/15/2014	200.00
0097081	MARYMOUNT PLACE, LLC	152434	12/15/2014	7,481.25
0000389	MATRISHA PERSON	152452	12/15/2014	1,353.62
0015875	MG MEDIA S.A.R.L	152436	12/15/2014	62.93
0102275	MIRIAM SCHALIT	152468	12/15/2014	162.00
0102832	MOORE IACOFANO GOLTSMAN, INC.	152438	12/15/2014	938.56
0000333	MOSS RUBBER & EQUIP. CORP.	152439	12/15/2014	45.13
0104730	MUNICIPAL EMERGENCY SERVICES	152441	12/15/2014	53.38

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Vendor Code & Name	Check #	Check Date	Amount
0018319 NEAL MARTIN & ASSOCIATES	152442	12/15/2014	6,440.00
0100705 NEMESIO C. CAYABYAB	152361	12/15/2014	200.00
0103301 NHL NETWORK US, LP	152443	12/15/2014	2,290.71
0105238 NORTHERN SERVICES INC.	152444	12/15/2014	1,756.07
0092263 OFFICE DEPOT INC	152445	12/15/2014	795.53
0018284 OFFICEMAX INC.	152446	12/15/2014	122.64
0097567 ONE HOUR DRY CLEANING	152447	12/15/2014	69.60
0000012 PACIFIC GAS & ELECTRIC	152448	12/15/2014	6,736.75
0106110 PACIFIC OFFICE AUTOMATION	152449	12/15/2014	225.00
0000102 PACIFIC WEST SECURITY, INC.	152450	12/15/2014	1,278.00
0105973 PELIN BEKTUR	152353	12/15/2014	294.23
0018094 PLAYBOY ENTERPRISES, INC.	152453	12/15/2014	7.19
0106097 PMC	152454	12/15/2014	4,342.50
0106104 PRODUCTIVE PRINTING GRAPHICS	152455	12/15/2014	648.75
0000071 R & B COMPANY	152457	12/15/2014	84.65
0104548 RENNE SLOAN HOLTZMAN SAKAI LLP	152458	12/15/2014	1,045.68
0103531 RICOH USA, INC.	152459	12/15/2014	232.89
0106100 ROBBIE SCHLOSSER	152469	12/15/2014	200.00
0000022 ROBERT LOUIE	152427	12/15/2014	510.90
0018070 RON LAVEZZO	152422	12/15/2014	135.00
0013581 ROVI GUIDES, INC.	152462	12/15/2014	9,963.07
0016213 ROZZI REPRODUCTION&SUPPLY INC.	152463	12/15/2014	687.68
0097469 SAIFULLAH MAHAR	152432	12/15/2014	875.00
0016774 SAN DIEGO POLICE EQUIPMENT CO.	152465	12/15/2014	851.85
0018597 SAN MATEO DAILY JOURNAL	152466	12/15/2014	200.00
0105375 SCAN ART	152467	12/15/2014	2,928.48
0018962 SHOE DEPOT INC.	152472	12/15/2014	84.34
0098030 SHRED-IT USA - SAN FRANCISCO	152473	12/15/2014	42.19
0103492 SMITHSONIAN NETWORKS	152474	12/15/2014	277.35
0106108 SPECIAL SERVICES GROUP, LLC	152475	12/15/2014	1,734.56
0097079 SPRINT	152476	12/15/2014	82.93
0095004 STATE BAR OF CALIFORNIA	152477	12/15/2014	515.00
0014075 STATE BOARD OF EQUALIZATION	152478	12/15/2014	196.00
0017036 STEVEN'S BAY AREA DIESEL SER., INC.	152352	12/15/2014	397.50
0105796 SUNRISE FOOD DISTRIBUTOR INC.	152479	12/15/2014	606.31
0103680 SUSAN MRSNY	152440	12/15/2014	31.94
0099850 SUSAN ZELNIK	152500	12/15/2014	1,143.55
0018028 SWRCB	152480	12/15/2014	513.00
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	152388	12/15/2014	239.00
0106076 THE 360 GROUP	152482	12/15/2014	24,387.71
0017659 THE CALIFORNIA CHANNEL	152483	12/15/2014	120.16
0106092 THE STUART RENTAL COMPANY	152484	12/15/2014	25,942.35
0105031 TMNDRT	152485	12/15/2014	2,289.50
0096003 TRACI DOS SANTOS	152386	12/15/2014	1,784.90
0105824 TRIVAD, INC.	152487	12/15/2014	579.62
0000665 TSQ SOLUTIONS INC.	152488	12/15/2014	325.00
0103095 TUTV	152489	12/15/2014	110.40
0001362 TV GUIDE MAGAZINE, LLC	152490	12/15/2014	151.96
0018618 UNITED SITE SERVICES INC.	152491	12/15/2014	185.40
0102744 UNIVERSAL BUILDING SERVICES	152492	12/15/2014	326.00
0102865 UNIVERSAL SERVICE ADMINISTRATIVE CO.	152471	12/15/2014	4,960.12
0099592 UNIVISION COMMUNICATIONS, INC.	152493	12/15/2014	3,532.08
0095749 VERIZON WIRELESS	152494	12/15/2014	342.25
0104256 VIBO MUSIC CENTER	152495	12/15/2014	556.80

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Document group: komalley                      Bank: apbank                      05507660

<u>Vendor Code &amp; Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
0105762      VUBIQUITY INC.	152496	12/15/2014	3,107.33
0000612      WESTVALLEY CONSTRUCTION CO.INC	152497	12/15/2014	14,012.33
0097753      WILLIAM CLEARY	152373	12/15/2014	1,000.00
0013841      WITMER-TYSON IMPORTS INC	152499	12/15/2014	500.00
		<b>GrandTotal:</b>	<b>287,634.77</b>
		<b>Total count:</b>	<b>165</b>

12/22/14

CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$601,960.32
131	IN-LIEU FEES	\$25,000.00
132	AGENCY ON AGING	\$2,246.91
133	RESTRICTED DONATIONS	\$240.46
190	EMERGENCY DISASTER FUND	\$73,899.14
207	TECHNOLOGY CAPITAL	\$536.67
611	WATER FUND	\$535,554.10
621	STORMWATER FUND	\$17,811.76
631	WASTEWATER FUND	\$120,755.78
641	CABLE TV FUND	\$82,283.50
701	CENTRAL GARAGE	\$19,441.69
702	FACILITY MAINT. FUND	\$8,940.81
707	TECHNOLOGY DEVELOPMENT	\$2,020.66
711	SELF INSURANCE	\$13,470.55
891	S.B. GARBAGE CO. TRUST	\$430,621.15
TOTAL FOR APPROVAL		\$1,934,783.50

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 152501 THROUGH 152638 INCLUSIVE, TOTALING IN THE AMOUNT OF \$1,934,783.50 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

 12/29/14  
FINANCE DIRECTOR                      DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0096852 ABAG PLAN CORPORATION	152502	12/22/2014	13,470.55
0017053 ACCOUNTEMPS	152503	12/22/2014	4,224.00
0000858 ADECCO EMPLOYMENT SERVICES	152504	12/22/2014	3,574.80
0001170 AIRGAS NCN	152505	12/22/2014	212.10
0000163 AIRPORT AUTO PARTS INC.	152506	12/22/2014	272.76
0096332 ALAN MASAMI HIMURO	152559	12/22/2014	650.00
0104542 ALTA LANGUAGE SERVICES, INC.	152507	12/22/2014	300.00
0102355 AMAZON	152508	12/22/2014	1,225.06
0096700 ANDY'S WHEELS & TIRES	152509	12/22/2014	3,971.22
0099997 ARCELIA BORG	152519	12/22/2014	200.00
0001965 ARISTA BUSINESS	152510	12/22/2014	786.81
0105891 ART DYOGI	152543	12/22/2014	650.00
0000118 ART'S PENINSULA LOCKSMITH	152511	12/22/2014	35.97
0104233 ASTOUND BROADBAND	152512	12/22/2014	24,019.50
0016123 AT&T	152513	12/22/2014	193.80
0018363 AT&T LONG DISTANCE	152514	12/22/2014	15.84
0018465 AT&T MOBILITY	152515	12/22/2014	46.26
0000345 BAKER & TAYLOR BOOKS	152516	12/22/2014	1,942.89
0101721 BEVERLY SANS	152611	12/22/2014	33.20
0105324 CAINE COMPUTER CONSULTING, LLC	152521	12/22/2014	3,707.00
0100470 CARROT-TOP INDUSTRIES, INC.	152522	12/22/2014	116.86
0103925 CCI SYSTEMS	152523	12/22/2014	1,498.32
0017843 CENTRAL COUNTY FIRE DEPT.	152524	12/22/2014	2,314.00
0013965 CH BULL CO.	152525	12/22/2014	6,014.62
0103854 CHRISTINE HOPKINS	152561	12/22/2014	48.10
0018639 CI SOLUTIONS	152526	12/22/2014	6,641.49
0016324 CINTAS CORPORATION	152527	12/22/2014	306.01
0016324 CINTAS CORPORATION	152528	12/22/2014	613.60
0098588 CITY OF BURLINGAME	152529	12/22/2014	3,388.50
0013595 CITY OF SAN BRUNO	152530	12/22/2014	679.06
0017802 CLEANSOURCE, INC.	152531	12/22/2014	2,288.06
0104218 COIT	152533	12/22/2014	1,010.00
0098832 COLMA FIREMEN'S SOCIAL CLUB	152534	12/22/2014	120.00
0100330 CORAL LU	152574	12/22/2014	300.00
0103230 CORELOGIC SOLUTIONS, LLC	152535	12/22/2014	536.67
0015857 COUNTY OF SAN MATEO	152536	12/22/2014	3,561.17
0018282 CRITICAL REACH, INC.	152537	12/22/2014	435.00
0018331 CSG CONSULTANTS INC.	152538	12/22/2014	30,890.00
0105750 DAVID WOLTERING	152634	12/22/2014	186.84
0099434 DOUGLAS W WILLIAMS	152633	12/22/2014	28.51
0016694 DOWNTOWN FORD SALES	152542	12/22/2014	85,019.25
0099279 EDUARDO VEGA	152629	12/22/2014	11.45
0095038 ELIZABETH DAVILA	152540	12/22/2014	200.00
0098365 ERIC KRAMER	152568	12/22/2014	21.98
0017152 ERLER & KALINOWSKI, INC.	152545	12/22/2014	58,326.93
0106025 FELICIA NEIRBY	152587	12/22/2014	240.46
0096900 FILOMENA MONDERO	152584	12/22/2014	400.00
0014050 FIRST AMERICAN TITLE COMPANY	152501	12/18/2014	25,000.00
0096429 FLEET DATA SYSTEMS, LLC	152546	12/22/2014	5,670.00
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	152547	12/22/2014	5,145.59
0018117 FLYERS ENERGY, LLC	152548	12/22/2014	8,205.25
0102869 FRANCHISE TAX BOARD	152550	12/22/2014	725.00
0014910 G & M AUTO BODY	152551	12/22/2014	2,959.84

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0018842 GBH POLYGRAPH SERVICES	152552	12/22/2014	250.00
0104135 GLOBAL TRACKING COMMUNICATIONS, INC.	152622	12/22/2014	24.99
0017983 GLORIA DEETER	152554	12/22/2014	302.71
0000162 GRAINGER	152555	12/22/2014	1,412.91
0000541 GRANITE ROCK COMPANY	152556	12/22/2014	1,821.66
0095966 GREATAMERICA FINANCIAL SVCS.	152557	12/22/2014	866.82
0105378 HOME MAID RAVIOLI COMPANY INC.	152560	12/22/2014	63.90
0106115 HOWARD IND., INC.	152562	12/22/2014	1,086.73
0091727 ICMA MEMBERSHIP RENEWALS	152563	12/22/2014	1,400.00
0015531 INTERSTATE BATTERY SYS. OF SF	152564	12/22/2014	1,162.76
0000581 IRVINE & JACHENS INC.	152565	12/22/2014	161.87
0098031 JAIME HAYMOND	152558	12/22/2014	20.91
0100290 JAMES O'CONNOR	152592	12/22/2014	65.63
0103342 JMB CONSTRUCTION, INC.	152567	12/22/2014	283,455.90
0102119 JOE BAKER	152517	12/22/2014	151.76
0098055 LESLIE E. ROSE	152609	12/22/2014	62.50
0105034 LFP BROADCASTING, LLC	152571	12/22/2014	19.50
0104424 LIDIA'S ITALIAN DELICACIES	152572	12/22/2014	1,540.00
0095766 LIFE-ASSIST, INC.	152573	12/22/2014	207.54
0102701 LISA LUCIANO	152576	12/22/2014	87.10
0102781 LUCIANO CONCRETE	152575	12/22/2014	630.00
0106103 MARISSA LAI	152569	12/22/2014	200.00
0106044 MAYCROFT INVESTIGATION AGENCY	152577	12/22/2014	1,200.00
0102770 METLIFE	152578	12/22/2014	350.46
0000027 MEYERS   NAVE PROFESSIONAL LAW	152579	12/22/2014	70,785.00
0092285 MICROMARKETING LLC	152580	12/22/2014	55.94
0016863 MIDWEST TAPE, LLC	152581	12/22/2014	36.74
0103600 MOMENTUM TELECOM, INC.	152583	12/22/2014	20,651.81
0000333 MOSS RUBBER & EQUIP. CORP.	152585	12/22/2014	312.40
0000357 NATIONAL CABLE TV CO-OP, INC.	152586	12/22/2014	4,965.36
0100023 NICHOLAS TRIPOLSKI	152623	12/22/2014	50.00
0106113 NORCON COMMUNICATIONS, INC.	152589	12/22/2014	2,080.39
0105898 NORTH VALLEY BANK	152590	12/22/2014	14,918.73
0018157 OCLC INC	152591	12/22/2014	341.07
0092263 OFFICE DEPOT INC	152593	12/22/2014	525.32
0000210 OLE'S CARBURETOR &ELECTRIC INC	152594	12/22/2014	1,010.81
0102769 ORION SAFETY PRODUCTS	152595	12/22/2014	972.82
0000012 PACIFIC GAS & ELECTRIC	152596	12/22/2014	14,408.85
0105272 PANKEY'S RADIATOR SHOP, INC.	152597	12/22/2014	217.13
0095148 PENINSULA MUNI.ENGINEERING	152599	12/22/2014	41,700.00
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	152613	12/22/2014	1,102.00
0104960 POWER SYSTEMS DESIGN	152600	12/22/2014	3,000.00
0096973 POWERPLAN	152601	12/22/2014	307.51
0097609 PRATIV PATEL	152598	12/22/2014	276.00
0016770 PRAXAIR DISTRIBUTION INC -192	152602	12/22/2014	154.63
0102915 PRECISE PRINTING & MAILING	152603	12/22/2014	757.46
0017712 RECALL SECURE DESTRUCTION SERVICES, INC.	152541	12/22/2014	93.21
0000175 RECOLOGY SAN BRUNO	152604	12/22/2014	390,621.15
0000175 RECOLOGY SAN BRUNO	152605	12/22/2014	40,000.00
0094546 RECORDED BOOKS, LLC	152606	12/22/2014	37.82
0096458 RMC WATER AND ENVIRONMENT	152607	12/22/2014	23,517.53
0105968 ROADRUNNER DRILLING & PUMPCO	152608	12/22/2014	132,306.50
0105881 ROBERT BERLINER	152518	12/22/2014	840.00
0098442 ROBERT FORD	152549	12/22/2014	1,000.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0099778 ROBERT VALLE	152627	12/22/2014	100.00
0098618 RYAN IWANICHA	152566	12/22/2014	23.32
0017145 SAN MATEO LAWN MOWER SHOP	152610	12/22/2014	1,059.60
0098038 SANAZ GHAHANI	152553	12/22/2014	6.46
0018718 SCOTT BUSCHMAN	152520	12/22/2014	100.00
0018461 SERRAMONTE FORD, INC.	152612	12/22/2014	154.05
0104737 SHERRY NOAKES	152588	12/22/2014	86.78
0098081 SHREETAM MOHANTY	152582	12/22/2014	13.98
0099103 SOOKYOUNG LEE	152570	12/22/2014	21.26
0097079 SPRINT	152614	12/22/2014	684.94
0000801 STEWART AUTOMOTIVE GROUP	152615	12/22/2014	581.94
0105796 SUNRISE FOOD DISTRIBUTOR INC.	152616	12/22/2014	318.13
0018028 SWRCB	152617	12/22/2014	14,566.00
0000431 TEAMSTERS LOCAL #856	152618	12/22/2014	392,400.00
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	152544	12/22/2014	2,465.00
0018736 THE COPY SHOP	152619	12/22/2014	191.19
0000314 THE HOUSE OF GEORGE	152620	12/22/2014	315.74
0093300 THE RECORDER	152621	12/22/2014	419.88
0105824 TRIVAD, INC.	152624	12/22/2014	523.20
0103736 TURF STAR, INC.	152625	12/22/2014	327.54
0105133 UTILITY TELEPHONE, INC.	152626	12/22/2014	591.25
0102988 VANTAGEPOINT TRANSFER AGENTS	152628	12/22/2014	11,550.90
0095749 VERIZON WIRELESS	152630	12/22/2014	761.43
0016899 WECO INDUSTRIES LLC	152631	12/22/2014	3,234.63
0105955 WEST COAST CODE CONSULTANTS, INC.	152532	12/22/2014	4,520.00
0000612 WESTVALLEY CONSTRUCTION CO.INC	152632	12/22/2014	96,660.77
0093430 WORLD BOOK INC	152635	12/22/2014	1,001.72
0102630 XO COMMUNICATIONS, LLC	152636	12/22/2014	3,425.70
0095146 YERBA BUENA BUILDERS INC.	152637	12/22/2014	276.00
0098987 YVONNE CUBURU	152539	12/22/2014	22.74
0104033 ZCORUM, INC.	152638	12/22/2014	22,353.20
		<b>GrandTotal:</b>	<b>1,934,783.50</b>
		<b>Total count:</b>	<b>138</b>

12/29/14

CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

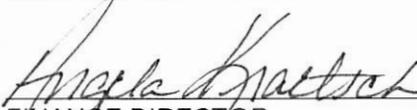
FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$33,961.87
133	RESTRICTED DONATIONS	\$289.39
190	EMERGENCY DISASTER FUND	\$37,032.16
611	WATER FUND	\$42,109.27
631	WASTEWATER FUND	\$246.23
641	CABLE TV FUND	\$14,857.25
702	FACILITY MAINT. FUND	\$1,407.97

TOTAL FOR APPROVAL \$129,904.14

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED 1 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 152639 THROUGH 152680 INCLUSIVE, TOTALING IN THE AMOUNT OF \$129,904.14 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

  
FINANCE DIRECTOR      12-31-14  
DATE

Document group: dliu Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017459 ALL CITY MANAGEMENT SVC.INC.	152639	12/29/2014	1,721.21
0016123 AT&T	152640	12/29/2014	563.67
0017191 AT&T	152641	12/29/2014	1,516.42
0018583 AT&T MOBILITY	152642	12/29/2014	62.54
0018093 BBC WORLDWIDE AMERICA INC.	152643	12/29/2014	718.58
0000378 BROADMOOR LANDSCAPE SUPPLY	152644	12/29/2014	528.50
0017843 CENTRAL COUNTY FIRE DEPT.	152645	12/29/2014	9,621.75
0016324 CINTAS CORPORATION	152646	12/29/2014	221.09
0000169 COSTA'S / "JUST THINGS"	152648	12/29/2014	27.25
0014338 CREST/GOOD MANUFACTURING CO.	152649	12/29/2014	528.34
0106080 DATALINK CORPORATION	152650	12/29/2014	9,414.00
0106116 EVERBANK COMMERCIAL FINANCE, INC.	152647	12/29/2014	436.48
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	152651	12/29/2014	42,057.36
0018117 FLYERS ENERGY, LLC	152652	12/29/2014	7,826.62
0000162 GRAINGER	152653	12/29/2014	424.03
0017882 HOME BOX OFFICE	152654	12/29/2014	15.00
0015531 INTERSTATE BATTERY SYS. OF SF	152655	12/29/2014	325.66
0000075 K-119 TOOLS OF CALIFORNIA INC.	152656	12/29/2014	27.74
0106114 KATHLEEN O'CONNELL	152663	12/29/2014	101.36
0106117 LAZOS CLEANING SOLUTIONS	152657	12/29/2014	410.00
0095766 LIFE-ASSIST, INC.	152658	12/29/2014	155.75
0000027 MEYERS   NAVE PROFESSIONAL LAW	152659	12/29/2014	36,762.16
0096800 MOBILE CALIBRATION SVCS. LLC	152660	12/29/2014	226.64
0105925 MONICA WALKER	152680	12/29/2014	500.00
0104730 MUNICIPAL EMERGENCY SERVICES	152661	12/29/2014	1,142.21
0000357 NATIONAL CABLE TV CO-OP, INC.	152662	12/29/2014	1,267.39
0092263 OFFICE DEPOT INC	152664	12/29/2014	60.72
0000012 PACIFIC GAS & ELECTRIC	152665	12/29/2014	5,877.05
0000101 PACIFIC NURSERIES	152666	12/29/2014	188.03
0105836 PRIMETIME PAPER & PROMOTIONS	152667	12/29/2014	591.11
0097558 PURCHASE POWER	152668	12/29/2014	200.00
0016729 RICOH AMERICAS CORPORATION	152669	12/29/2014	328.19
0099047 SAN MATEO CTY SHERIFF'S OFFICE	152671	12/29/2014	930.00
0017145 SAN MATEO LAWN MOWER SHOP	152672	12/29/2014	29.40
0104726 SHARPS SOLUTIONS, LLC	152673	12/29/2014	96.00
0091419 SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING C	152670	12/29/2014	355.00
0096932 TASC	152674	12/29/2014	270.00
0103559 THE MLB NETWORK, LLC	152675	12/29/2014	1,839.06
0095455 TOWN OF ATHERTON	152676	12/29/2014	140.00
0095538 TV GUIDE NETWORK, INC.	152677	12/29/2014	773.83
0102744 UNIVERSAL BUILDING SERVICES	152678	12/29/2014	589.00
0018432 W. BRADLEY ELECTRIC INC.	152679	12/29/2014	1,035.00
	<b>GrandTotal:</b>		<b>129,904.14</b>
	<b>Total count:</b>		<b>42</b>

01/05/15

CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$63,901.20
003	ONE-TIME REVENUE	\$214.76
133	RESTRICTED DONATIONS	\$480.00
190	EMERGENCY DISASTER FUND	\$1,626.04
611	WATER FUND	\$12,762.30
631	WASTEWATER FUND	\$14,895.30
641	CABLE TV FUND	\$9,748.65
707	TECHNOLOGY DEVELOPMENT	\$1,671.49
711	SELF INSURANCE	\$5,582.72
TOTAL FOR APPROVAL		\$110,882.46

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGE NUMBERED 1 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 152681 THROUGH 152721 INCLUSIVE, TOTALING IN THE AMOUNT OF \$110,882.46 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

  
FINANCE DIRECTOR      01/06/15  
DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0104040 AMERICA PRINTING	152681	1/5/2015	121.99
0102377 ARIN, LTD.	152682	1/5/2015	2,000.00
0001965 ARISTA BUSINESS	152683	1/5/2015	331.34
0016123 AT&T	152684	1/5/2015	500.17
0000345 BAKER & TAYLOR BOOKS	152685	1/5/2015	2,122.52
0102737 BURKE, WILLIAMS & SORENSEN,LLP	152686	1/5/2015	3,160.80
0017679 CDW GOVERNMENT, INC	152687	1/5/2015	732.31
0001889 CITY OF REDWOOD CITY	152689	1/5/2015	1,120.00
0106120 CTB FIBER OPTIC SERVICES INC.	152690	1/5/2015	2,025.00
0000630 ELMER JOHNSON	152691	1/5/2015	82.62
0000944 FEDEX	152692	1/5/2015	23.99
0102869 FRANCHISE TAX BOARD	152694	1/5/2015	725.00
0018272 GALE/CENGAGE LEARNING	152695	1/5/2015	63.91
0016969 GOLDEN IDEAS	152696	1/5/2015	75.00
0018376 JT2 INTEGRATED RESOURCES	152697	1/5/2015	5,582.72
0106119 LAW OFFICES OF WILLIAM R. RAPOPORT	152702	1/5/2015	1,778.52
0102770 METLIFE	152698	1/5/2015	350.46
0092285 MICROMARKETING LLC	152699	1/5/2015	44.98
0016863 MIDWEST TAPE, LLC	152700	1/5/2015	79.98
0000357 NATIONAL CABLE TV CO-OP, INC.	152701	1/5/2015	2,065.05
0092263 OFFICE DEPOT INC	152703	1/5/2015	57.55
0018522 OLIVER C. CHIN	152688	1/5/2015	150.00
0000012 PACIFIC GAS & ELECTRIC	152704	1/5/2015	1,219.70
0001154 PENINSULA LIBRARY SYSTEM	152705	1/5/2015	88.14
0000285 PREFERRED ALLIANCE, INC.	152706	1/5/2015	316.48
0098436 PROFESSIONAL LAND SERVICES	152707	1/5/2015	2,495.00
0104548 RENNE SLOAN HOLTZMAN SAKAI LLP	152708	1/5/2015	2,067.02
0104767 SESAC	152710	1/5/2015	719.00
0103732 SFO MEDICAL CLINIC	152711	1/5/2015	640.00
0018028 STATE WATER RESOURCES CONTROL BOARD(SWF	152709	1/5/2015	466.00
0018073 TEAMSTERS LOCAL 350	152712	1/5/2015	2,244.00
0015691 TEAMSTERS LOCAL 856	152713	1/5/2015	13,313.00
0000036 THOMSON WEST	152714	1/5/2015	602.16
0000665 TSQ SOLUTIONS INC.	152715	1/5/2015	325.00
0098625 UPS	152716	1/5/2015	47.30
0102988 VANTAGEPOINT TRANSFER AGENTS	152717	1/5/2015	35,586.25
0105762 VUBIQUITY INC.	152718	1/5/2015	1,189.98
0104660 WEST YOST ASSOCIATES, INC.	152719	1/5/2015	24,631.68
0100184 WILLIAM J. FEISTER	152693	1/5/2015	650.00
0096399 WILLIAM PAUL WHITE	152720	1/5/2015	480.00
0106037 WINE COUNTRY COMMERCE	152721	1/5/2015	607.84

GrandTotal: 110,882.46

Total count: 41



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

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DATE: January 13, 2015  
TO: Honorable Mayor and Members of the City Council  
FROM: Angela Kraetsch, Finance Director  
SUBJECT: Payroll Approval

City Council approval of the City payroll distributed December 5, 2014 and December 19, 2014 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,474,363.97 for bi-weekly pay period ending November 30, 2014 and \$1,339,787.47 for bi-weekly pay period ending December 14, 2014 are attached.

**LABOR SUMMARY FOR PAY PERIOD ENDING : November 30, 2014**

<b>pyLaborDist</b>	<b>12/05/14</b>
Fund: 001 - GENERAL FUND 001	1,120,186.52
Fund: 122 - SOLID WASTE/RECYCL. 122	1,601.97
Fund: 190 - EMERGENCY DISASTE 190	13,902.54
Fund: 203 - STREET IMPROVE. PRC 203	2,944.08
Fund: 611 - WATER FUND 611	87,841.75
Fund: 621 - STORMWATER FUND 621	16,375.75
Fund: 631 - WASTEWATER FUND 631	68,055.17
Fund: 641 - CABLE TV FUND 641	97,835.96
Fund: 701 - CENTRAL GARAGE 701	13,438.72
Fund: 702 - FACILITY MAINT.FUND 702	26,935.89
Fund: 707 - TECHNOLOGY DEVELO 707	20,360.83
Fund: 711 - SELF INSURANCE 711	4,884.79
	<hr/>
<b>Total</b>	<b>1,474,363.97</b>

LABOR SUMMARY FOR PAY PERIOD ENDING : December 14, 2014

pyLaborDist	12/19/14
Fund: 001 - GENERAL FUND	1,007,190.67
Fund: 122 - SOLID WASTE/RECYCL.	1,630.34
Fund: 190 - EMERGENCY DISASTER FUND	13,301.49
Fund: 203 - STREET IMPROVE. PROJECTS	2,398.58
Fund: 611 - WATER FUND	86,925.53
Fund: 621 - STORMWATER FUND	16,652.24
Fund: 631 - WASTEWATER FUND	68,361.06
Fund: 641 - CABLE TV FUND	86,785.02
Fund: 701 - CENTRAL GARAGE	10,803.03
Fund: 702 - FACILITY MAINT.FUND	24,392.78
Fund: 707 - TECHNOLOGY DEVELOPMENT	16,400.11
Fund: 711 - SELF INSURANCE	4,946.62
	<hr/>
<b>Total</b>	1,339,787.47



John Marty  
City Treasurer

CITY TREASURER

### RECONCILIATION OF GENERAL LEDGER TO BANK

Month Ending November 2014

<b>Bank Balance</b>		<b>General Ledger Balance</b>	
Union Bank of Ca. Investments	\$ 24,272,929.71		
LAIF - Account Ending -764	14,291,452.78		
LAIF - Account Ending -001	3,040,676.21		
San Mateo County Pool	14,431,474.95		
FNB - Main Account	1,521,247.99		
FNB - Parking Fines Account	5,184.00		
FNB - Glenview Counseling Assistance Account	1,377.95		
FNB - Successor Agency Account	31,754.93		
Wells Fargo - Custodian of SB Community Foundation	68,849,847.58		
<b>Bank Balance as of 11/30/14</b>	<b>\$ 126,445,946.10</b>	<b>General Ledger Balance</b>	<b>\$ 126,001,773.49</b>
Outstanding Checks	(549,128.91)	Cable Credit Card In-Transit	2,978.27
FNB Deposit In-Transit	29,202.07	Cable ACH In-Transit	1,711.44
FNB Deposit In-Transit	21,634.33	Utility ACH In-Transit	503.26
FNB Deposit In-Transit	1,845.27		
Finance Credit Card In-Transit	5,380.36		
Utility Credit Card In-Transit	52,087.24		
<b>Adjusted Balance</b>	<b>\$ 126,006,966.46</b>	<b>Adjusted Balance</b>	<b>\$ 126,006,966.46</b>




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John Marty, City Treasurer



## INVESTMENT REPORT MONTH ENDING NOVEMBER 2014

INVESTMENT POOLS				YEILD
Local Agency Investment Fund	\$ 14,291,452.78			0.26
Glenview Fire LAIF	\$ 3,040,676.21			0.26
San Mateo County Pool	\$ 14,431,474.95			0.58
INVESTMENTS HELD AT UNION BANK	PAR VALUE	COST BASIS	MKT. VALUE	YIELD
Federal Farm Credit Bank 3/28/13 mat 3/28/16	\$ ,000,000.00	\$2,000,000.00	\$ 2,000,020.00	0.48
Federal Home Loan Mtg Corp 0.57% 6/20/2016	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,210.00	0.57
Federal Natl Mtg Corp 0.50% mat 8/15/16	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,640.00	0.50
Federal National Mtg Assn 0.75% mat 12/19/16	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,280.00	0.75
Federal Home Loan Bank 1,00% mat 3/29/17	\$1,000,000.00	\$1,000,000.00	\$ 999,060.00	1.00
Federal Home Loan Bank 1% mat 4/24/2017	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,690.00	1.00
Federal Home Loan Motg Corp 1.00% mat 6/26/2017	\$ 1,000,000.00	\$ 999,000.00	\$ 998,580.00	1.00
Federal National Mortgage 1.125% mat 9/18/17	\$ 1,000,000.00	\$ ,000,000.00	\$ 1,003,620.00	1.12

Federal National Mortgage Assoc 1.00% mat 12/26/2017	\$ 2,000,000.00	\$ 2,000,000.00	\$ ,001,440.00	1.20
Federal Natl Mtg Assoc 0.70% 12/26/17	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,998.920.00	0.70
Federal Home Loan Bank 1.00% mat 12/27/17	\$ 1,000,000.00	\$ 1,000,000.00	\$ 989,040.00	1.01
Federal Farm Credit Bank 1,47% mat 7/9/18	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,450.00	1.47
Federal Farm Credit Bank 1,70% mat 8/7/18	1, 000,000.00	\$1,000,000.00	\$,000,0700.00	1.70
Federal Home Loan Mtg Step-up mat 12/27/18	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,030.00	0.50
Federal Home Loan Bank Step-up mat 5/28/19	\$ 2,000,000.00	\$2,000,000.00	\$ 2,003,840.00	0.5
Cal State Fed Taxable 2.25% mat 5/1/2019	\$ 2,000,000.00	\$ 2,015,100.00	\$ 2,031,560.00	2.22
US Govt Money Market	\$ 3,258,829.71	\$ 3,258,829.71	\$ 3,258,829.71	0
<b>INVESTMENTS HELD AT WELLS FARGO BANK</b>				
City of San Bruno as Temporary Custodian	\$ 68,849,847.58			0.9
<b>TOTAL</b>	<b>\$133,853,758.20</b>			

1/8/2015 12:23:44PM

## City of San Bruno

Through period: 5

Through November 2014

	Cash	Investments	Fund Total
001 GENERAL FUND	811,802.61	53,717.78	865,520.39
002 GENERAL FUND RESERVE	8,557,397.00	0.00	8,557,397.00
003 ONE-TIME REVENUE	22,264.24	0.00	22,264.24
004 NEW CAP IMPROV/ONE-TIME INITIATIVE RSR	7,650,675.11	0.00	7,650,675.11
101 GAS TAX	864,916.79	0.00	864,916.79
102 MEASURE A TRANSPORTATION TAX	1,521,959.61	0.00	1,521,959.61
103 STREET SPECIAL REVENUE	309,635.09	0.00	309,635.09
104 TRAFFIC CONGESTION RELIEF	0.00	0.00	0.00
111 POLICE ASSET FORFEITURE	53,481.76	0.00	53,481.76
112 SAFETY AUGMENT. -PROP.172	106,547.31	0.00	106,547.31
113 POLICE SPECIAL REVENUE	51,633.26	0.00	51,633.26
114 TRAFFIC SAFETY GRANT	61,603.57	0.00	61,603.57
121 FEDERAL/STATE GRANTS	35,717.07	0.00	35,717.07
122 SOLID WASTE/RECYCL.	237,893.93	0.00	237,893.93
123 LIBRARY SPECIAL REVENUE	224,091.93	0.00	224,091.93
131 IN-LIEU FEES	4,148,388.18	0.00	4,148,388.18
132 AGENCY ON AGING	5,732.05 CR	0.00	5,732.05 CR
133 RESTRICTED DONATIONS	1,083,274.41	0.00	1,083,274.41
134 ED JOHNSON BEQUEST FUND	25,942.68	0.00	25,942.68
135 GLENVIEW FIRE DONATIONS	0.00	0.00	0.00
136 EMERGENCY DISASTER RESERVE	3,040,676.21	0.00	3,040,676.21
151 SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00
152 CITY OF SB AS SUCCESSOR HOUSING AGEN	90,400.00	0.00	90,400.00
153 RDA OBLIGATION RETIREMENT FUND	916,177.77	649,986.92	1,566,164.69
190 EMERGENCY DISASTER FUND	1,560,506.61 CR	0.00	1,560,506.61 CR
201 PARKS AND FACILITIES CAPITAL	543,628.06	0.00	543,628.06
203 STREET IMPROVE. PROJECTS	1,456,252.09	0.00	1,456,252.09
207 TECHNOLOGY CAPITAL	198,084.06	0.00	198,084.06
251 SUCCESSOR AGENCY TO THE SB RDA - CAP	0.00	0.00	0.00
302 LEASE DEBT SERVICE	307,557.10	197,226.26	504,783.36
351 SUCCESSOR AGENCY TO THE SB RDA -2000	0.00	0.00	0.00
611 WATER FUND	13,692,228.89	0.00	13,692,228.89
621 STORMWATER FUND	80,373.03 CR	0.00	80,373.03 CR
631 WASTEWATER FUND	9,849,470.46	2.79	9,849,473.25
641 CABLE TV FUND	5,200,475.01 CR	200.00	5,200,275.01 CR
701 CENTRAL GARAGE	601,623.36	0.00	601,623.36
702 FACILITY MAINT.FUND	862,206.16	0.00	862,206.16
703 GENERAL EQUIPMENT REVOLVING	4,183,481.48	0.00	4,183,481.48
707 TECHNOLOGY DEVELOPMENT	226,875.09	0.00	226,875.09
711 SELF INSURANCE	1,967,889.93	91,118.50	2,059,008.43
870 SAN BRUNO COMMUNITY FOUNDATION	68,849,847.58	0.00	68,849,847.58
880 PROJECT DEVELOP. TRUST	49,924.51	0.00	49,924.51
891 S.B. GARBAGE CO. TRUST	245,312.89	0.00	245,312.89
<b>Grand Total:</b>	<b>126,001,773.49</b>	<b>992,252.25</b>	<b>126,994,025.74</b>

**Expenditure Status Report**  
 City of San Bruno  
 11/1/2014 through 11/30/2014

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
Total GENERAL FUND	37,213,504.25	4,364,119.52	15,613,770.89	260,383.98	21,339,349.38	42.66
Total GENERAL FUND RESERVE	0.00	0.00	140,000.00	0.00	-140,000.00	0.00
Total ONE-TIME REVENUE	0.00	2,173.53	23,351.93	0.00	-23,351.93	0.00
Total NEW CAP IMPROV/ONE-TIME INITIATIVE RSRV	0.00	0.00	0.00	0.00	0.00	0.00
Total GAS TAX	750,000.00	62,500.00	312,500.00	0.00	437,500.00	41.67
Total MEASURE A TRANSPORTATION TAX	0.00	0.00	689,456.31	0.00	-689,456.31	0.00
Total POLICE ASSET FORFEITURE	0.00	0.00	0.00	0.00	0.00	0.00
Total SAFETY AUGMENT. -PROP.172	86,000.00	0.00	0.00	0.00	86,000.00	0.00
Total POLICE SPECIAL REVENUE	100,000.00	0.00	0.00	0.00	100,000.00	0.00
Total TRAFFIC SAFETY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
Total FEDERAL/STATE GRANTS	0.00	50,611.34	50,611.34	720.07	-51,331.41	0.00
Total SOLID WASTE/RECYCL.	60,806.00	5,036.67	18,750.17	0.00	42,055.83	30.84
Total LIBRARY SPECIAL REVENUE	39,000.00	3,250.00	16,250.00	0.00	22,750.00	41.67
Total IN-LIEU FEES	43,500.00	4,761.00	9,106.00	0.00	34,394.00	20.93
Total AGENCY ON AGING	184,405.00	7,439.85	61,601.01	0.00	122,803.99	33.41
Total RESTRICTED DONATIONS	27,473.00	118,067.79	194,329.20	29,267.00	-196,123.20	813.88
Total ED JOHNSON BEQUEST FUND	0.00	0.00	0.00	0.00	0.00	0.00
Total GLENVIEW FIRE DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
Total EMERGENCY DISASTER RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
Total SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00	0.00	0.00	0.00
Total CITY OF SB AS SUCCESSOR HOUSING AGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Total RDA OBLIGATION RETIREMENT FUND	373,617.50	0.00	187,653.75	0.00	185,963.75	50.23
Total EMERGENCY DISASTER FUND	3,316,496.46	65,026.15	1,569,446.82	1,466,504.65	280,544.99	91.54
Total PARKS AND FACILITIES CAPITAL	0.00	5,674.13	56,497.19	183,715.08	-240,212.27	0.00
Total STREET IMPROVE. PROJECTS	0.00	20,468.29	75,593.72	685,850.77	-761,444.49	0.00
Total TECHNOLOGY CAPITAL	0.00	16,733.02	24,888.07	0.00	-24,888.07	0.00
Total SUCCESSOR AGENCY TO THE SB RDA - CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00
Total LEASE DEBT SERVICE	1,217,949.25	197,225.63	235,723.62	0.00	982,225.63	19.35

**Expenditure Status Report**  
 City of San Bruno  
 11/1/2014 through 11/30/2014

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total SUCCESSOR AGENCY TO THE SB RDA -2000 COP	0.00	0.00	0.00	0.00	0.00	0.00
Total WATER FUND	8,800,869.11	1,060,559.70	4,809,131.60	3,729,552.51	262,185.00	97.02
Total STORMWATER FUND	704,509.00	77,668.23	264,816.75	64,688.00	375,004.25	46.77
Total WASTEWATER FUND	7,984,585.50	1,280,107.29	3,294,689.78	1,380,863.90	3,309,031.82	58.56
Total CABLE TV FUND	9,727,567.15	639,936.44	3,901,086.17	3,139,189.36	2,687,291.62	72.37
Total CENTRAL GARAGE	624,417.00	54,517.75	221,130.80	2,795.00	400,491.20	35.86
Total FACILITY MAINT.FUND	1,023,061.00	103,951.22	388,767.21	0.00	634,293.79	38.00
Total GENERAL EQUIPMENT REVOLVING	35,394.77	620.86	33,931.28	141,792.86	-140,329.37	496.47
Total TECHNOLOGY DEVELOPMENT	648,941.00	86,136.31	304,206.65	0.00	344,734.35	46.88
Total SELF INSURANCE	1,826,881.00	47,502.63	1,094,123.62	0.00	732,757.38	59.89
<b>Grand Total</b>	74,788,976.99	8,274,087.35	33,591,413.88	11,085,323.18	30,112,239.93	59.74

**Revenue Status Report**

City of San Bruno  
 11/1/2014 through 11/30/2014

<i>Account Number</i>	<i>Adjusted Estimate</i>	<i>Revenues</i>	<i>Year-to-date Revenues</i>	<i>Balance</i>	<i>Prct Rcvd</i>
Total GENERAL FUND	37,539,689.00	2,028,618.58	11,545,272.96	25,994,416.04	30.75
Total GENERAL FUND RESERVE	0.00	360.00	1,303.40	-1,303.40	0.00
Total ONE-TIME REVENUE	515,000.00	39,496.00	39,496.00	475,504.00	7.67
Total NEW CAP IMPROV/ONE-TIME INITIATIVE RSRV	0.00	0.00	0.00	0.00	0.00
Total GAS TAX	1,116,405.00	95.00	408,263.95	708,141.05	36.57
Total MEASURE A TRANSPORTATION TAX	867,160.00	83,354.02	375,468.92	491,691.08	43.30
Total STREET SPECIAL REVENUE	759.00	33.00	33.00	726.00	4.35
Total POLICE ASSET FORFEITURE	5,129.00	406.00	406.00	4,723.00	7.92
Total SAFETY AUGMENT. -PROP.172	92,210.00	12,847.09	50,599.69	41,610.31	54.87
Total POLICE SPECIAL REVENUE	100,122.00	8,947.86	39,687.81	60,434.19	39.64
Total TRAFFIC SAFETY GRANT	150.00	7.00	7.00	143.00	4.67
Total FEDERAL/STATE GRANTS	0.00	0.00	58,208.00	-58,208.00	0.00
Total SOLID WASTE/RECYCL.	70,386.50	4,863.44	29,062.77	41,323.73	41.29

Revenue Status Report

City of San Bruno  
11/1/2014 through 11/30/2014

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
Total LIBRARY SPECIAL REVENUE	635.00	25.00	25.00	610.00	3.94
Total IN-LIEU FEES	10,200.00	451.00	2,451.00	7,749.00	24.03
Total AGENCY ON AGING	184,452.00	19,547.24	66,616.57	117,835.43	36.12
Total RESTRICTED DONATIONS	115,699.00	33,783.42	130,222.85	-14,523.85	112.55
Total ED JOHNSON BEQUEST FUND	64.00	3.00	3.00	61.00	4.69
Total GLENVIEW FIRE DONATIONS	0.00	0.00	0.00	0.00	0.00
Total EMERGENCY DISASTER RESERVE	0.00	0.00	1,851.59	-1,851.59	0.00
Total SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00	0.00	0.00
Total CITY OF SB AS SUCCESSOR HOUSING AGENCY	0.00	0.00	0.00	0.00	0.00
Total RDA OBLIGATION RETIREMENT FUND	0.00	5.58	27.54	-27.54	0.00
Total EMERGENCY DISASTER FUND	0.00	0.00	0.00	0.00	0.00
Total PARKS AND FACILITIES CAPITAL	0.00	74,907.97	74,907.97	-74,907.97	0.00

Revenue Status Report

City of San Bruno  
11/1/2014 through 11/30/2014

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
Total STREET IMPROVE. PROJECTS	0.00	0.00	706,207.50	-706,207.50	0.00
Total TECHNOLOGY CAPITAL	0.00	0.00	0.00	0.00	0.00
Total SUCCESSOR AGENCY TO THE SB RDA - CAPITAL	0.00	0.00	0.00	0.00	0.00
Total LEASE DEBT SERVICE	1,217,949.25	98,288.00	529,938.26	688,010.99	43.51
Total SUCCESSOR AGENCY TO THE SB RDA -2000 COP	0.00	0.00	0.00	0.00	0.00
Total WATER FUND	13,732,268.00	1,078,764.82	4,593,710.71	9,138,557.29	33.45
Total STORMWATER FUND	680,896.00	3.00	3.00	680,893.00	0.00
Total WASTEWATER FUND	14,916,194.01	1,250,798.26	4,897,518.30	10,018,675.71	32.83
Total CABLE TV FUND	10,447,278.08	787,965.61	3,836,371.93	6,610,906.15	36.72
Total CENTRAL GARAGE	624,417.00	52,035.00	260,175.00	364,242.00	41.67
Total FACILITY MAINT.FUND	1,023,061.00	85,255.00	426,275.00	596,786.00	41.67
Total GENERAL EQUIPMENT REVOLVING	430,587.00	35,882.00	186,400.00	244,187.00	43.29
Total TECHNOLOGY DEVELOPMENT	648,941.00	52,199.00	260,995.00	387,946.00	40.22

**Revenue Status Report**  
 City of San Bruno  
 11/1/2014 through 11/30/2014

<i>Account Number</i>	<i>Adjusted Estimate</i>	<i>Revenues</i>	<i>Year-to-date Revenues</i>	<i>Balance</i>	<i>Prct Rcvd</i>
Total SELF INSURANCE	1,826,881.00	152,240.00	761,200.00	1,065,681.00	41.67
<b>Grand Total</b>	86,166,532.84	5,901,181.89	29,282,709.72	56,883,823.12	33.98



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

**DATE:** January 13, 2015

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Marc L. Zafferano, City Attorney  
David Woltering, Community Development Director

**SUBJECT:** Hold Public Hearing, Waive First Reading, and Introduce an Ordinance Approving a Development Agreement with Castle Companies for Construction of Ten New Homes in the Crestmoor Neighborhood

### **BACKGROUND:**

The Crestmoor Neighborhood is the site of the September 2010 Pacific Gas and Electric Company ("PG&E") gas line explosion and subsequent fire that resulted in the loss of eight lives, destroyed 38 homes and severely damaged 17 homes. Since the gas pipeline incident, reconstruction of the neighborhood has been ongoing, with 21 destroyed homes having been rebuilt or under construction. The City is currently in the process of reconstructing the utility and other infrastructure to serve the Crestmoor Neighborhood and anticipates that all phases of such reconstruction will be completed by the end of 2016.

On August 21, 2013, the City issued a Request for Proposal ("RFP"), seeking qualified homebuilder/developers to construct up to ten single-family homes on three parcels currently owned by the City located at 981 Glenview Drive, 1110 Glenview Drive and 1641 Claremont Drive ("City Parcels"), and seven parcels currently owned by PG&E located at 951 Glenview Drive, 991 Glenview Drive, 1721 Earl Drive, 1655 Claremont Drive, 1115 Fairmont Drive, 2735 Concord Way and 1100 Glenview Drive ("PG&E Parcels"). The City Parcels and PG&E Parcels are collectively referred to in this staff report and in the Development Agreement as the "Property."

Through the RFP process, the City selected the Developer to develop such single family homes on the Property consistent with certain "Development Standards" set forth in the RFP ("Project"). Prior to the Planning Commission's consideration of the Development Agreement, the Developer has entered into purchase and sale agreements with the City and PG&E to acquire the Property, conditioned among other things on the City's approval and execution of the Development Agreement.

### **DISCUSSION:**

California Government Code Section 65864, et seq., and City Resolution 1986-77 authorize the City to enter into an agreement for the development of real property with any person or entity having a legal or equitable interest in such property in order to establish certain development rights in the property. The City Council has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of

public and private resources in the development process, and assure that appropriate measures to enhance and protect the environment are achieved.

**Terms of Development Agreement with Castle Companies, Inc.**

The proposed Development Agreement with the Developer provides the Developer with certain protections from changes in City laws, including changes to City zoning and other land use regulations and increases in City fees, for the term of the agreement. The term of the Development Agreement will begin to run upon the later of (1) the effective date of the City Council Ordinance approving the Development Agreement, and (2) the date upon which the Developer takes title to the Property. The initial term of the Development Agreement will run for two years from such date, with the possibility of a one year extension upon the Developer's request.

The Development Agreement specifically does not exempt the Developer from compliance with the requirements of building and construction standards currently applicable to the Property, requirements of the Federal and State governments, or changes in City laws that are mandated or required by changes in Federal or State law, nor does it limit the City's exercise of its police power for the protection of persons or property from conditions which create a threat to public health or safety. The Agreement requires the Developer to pay all permit fees, assessments and charges that are in effect at the time the Agreement is signed.

The Development Agreement commits the Developer to start construction of all ten homes within 30 days of issuance of building permits by the City, provides that the homes are to be completed and ready for occupancy prior to November 30, 2015 (with one exception due to difficult topographic conditions), and sets forth the following additional milestones:

- (a) Developer shall submit a complete application for required planning entitlements to the City of San Bruno on or prior to January 5, 2015;
- (b) The Planning Commission shall consider approving required planning entitlements within ninety (90) days of submission by Developer;
- (c) Developer shall submit to City for plan check complete construction documents for all ten homes within ten (10) days of Planning Commission approval of Project entitlements;
- (d) City shall issue building permits for all ten homes within forty-five (45) days of Developer's submission of complete construction documents meeting the requirements of the planning entitlements;
- (e) Developer shall commence construction of the Project in reliance upon issued building permits within thirty (30) days of issuance of such building permits; and
- (f) Developer shall complete construction and obtain certificates of occupancy for all homes other than the home at 951 Glenview Dr. within one hundred eighty (180) days following issuance of the building permits, and shall complete construction and obtain a certificate of occupancy for the home at 951 Glenview Dr. within two hundred seventy (270) days following issuance of the building permit.

Approval of the Development Agreement is categorically exempt from the California Environmental Quality Act (Public Resources Code Section 21000 et seq. ("CEQA") pursuant to CEQA Guidelines Sections 15195 (residential infill exemption), 15302 (replacement or reconstruction of existing structures and facilities) and 15303(a) (construction and location of single-family residence on a legal parcel in a residential zone).

The Planning Commission reviewed the Development Agreement at their January 6, 2015 meeting

and adopted Resolution No. 2015-01(attached) finding that the Development Agreement is consistent with the San Bruno General Plan and the requirements of California Government Code, Title 7, Chapter 4, Article 2.5 and San Bruno City Council Resolution No. 1986-77 and recommending that the City Council approve the Development Agreement substantially in the form attached hereto.

**FISCAL IMPACT:**

Approval of the Development Agreement will allow development of ten single-family residential homes on the Property, which should increase the value of the Property and result in higher property tax receipts for the City over time. In addition, approval of the Development Agreement will allow the Developer to close on the acquisition of the three City Parcels, for which the City will be paid \$1,245,000 (\$415,000 per lot). Those funds will be deposited to the \$70 million restitution fund that will be managed by the San Bruno Community Foundation, as the lots were originally obtained by the City as part of the restitution compensation negotiated between the City and PG&E.

**ALTERNATIVES:**

1. Do not approve the Development Agreement.
2. Approve the Development Agreement subject to specific amendments or modifications with the consent of the Developer.

**RECOMMENDATION:**

Hold public hearing, waive first reading, and introduce an ordinance approving a development agreement with Castle Companies for construction of ten new homes in the Crestmoor Neighborhood.

**ATTACHMENTS:**

1. Site Location Map
2. Planning Commission Resolution
3. City Council Ordinance Adopting Development Agreement
4. Development Agreement

# LOCATION MAP



 10 Vacant Lots

**RESOLUTION NO. 2015 – 01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN BRUNO RECOMMENDING THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN BRUNO AND CASTLE COMPANIES, INC.**

**WHEREAS**, California Government Code, Title 7, Chapter 4, Article 2.5 (“Development Agreement Statute”) authorizes the City of San Bruno (“City”) to enter into development agreements which will provide certainty, definition and commitment to developers as well as necessary public improvements required by development;

**WHEREAS**, the City Council has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and assure that appropriate measures to enhance and protect the environment are achieved;

**WHEREAS**, the City has enacted Development Agreement Resolution 1986-77 establishing the procedures and requirements for the consideration of development agreements pursuant to the Development Agreement Statute;

**WHEREAS**, the Crestmoor Neighborhood is the site of the September 2010 Pacific Gas and Electric Company (“PG&E”) gas line explosion and subsequent fire that resulted in the loss of eight lives, destroyed 38 homes and severely damaged 17 homes;

**WHEREAS**, since the gas pipeline incident, reconstruction of the neighborhood has been ongoing, with 21 destroyed homes having been rebuilt or under construction, and the City is currently in the process of reconstructing the utility and other infrastructure to serve the Crestmoor Neighborhood and anticipates that all phases of such reconstruction will be completed by the end of 2016;

**WHEREAS**, on August 21, 2013, the City issued a Request for Proposal (“RFP”), seeking qualified homebuilder/developers to construct up to ten single-family homes on three parcels currently owned by the City located at 981 Glenview Drive, 1110 Glenview Drive and 1641 Claremont Drive (“City Parcels”) and seven parcels currently owned by PG&E located at 951 Glenview Drive, 991 Glenview Drive, 1721 Earl Drive, 1655 Claremont Drive, 1115 Fairmont Drive, 2735 Concord Way and 1100 Glenview Drive (“PG&E Parcels,” and together with the City Parcels, “Property”);

**WHEREAS**, through the RFP process, the City selected Castle Companies, Inc. (“Developer”) to develop such single family homes on the Property consistent with certain development standards set forth in the RFP and the City’s current residential design guidelines (“Project”);

**WHEREAS**, prior to the Planning Commission's consideration of the proposed Development Agreement, Developer has entered into purchase and sale agreements with City and PG&E to acquire the Property, conditioned among other things on City's approval and execution of the Development Agreement;

**WHEREAS**, the proposed Development Agreement is consistent with the San Bruno General Plan and Zoning Ordinance;

**WHEREAS**, the Project is categorically exempt from the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) ("CEQA") pursuant to CEQA Guidelines Sections 15195 (residential infill exemption), 15302 (replacement or reconstruction of existing structures and facilities) and 15303(a) (construction and location of single-family residence on a legal parcel in a residential zone);

**WHEREAS**, a Notice of Public Hearing was mailed on **December 24, 2014** and duly published in *The Daily Journal* on **December 27, 2014** for consideration of the proposed Development Agreement before the Planning Commission; and

**WHEREAS**, the Planning Commission held a Public Hearing on the proposed Development Agreement on January 6, 2015, and on said date, the Public Hearing was opened, held and closed.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of San Bruno, based on facts in the staff reports, written and oral testimony, and exhibits presented:

1. The Planning Commission hereby finds that the proposed Development Agreement is consistent with the San Bruno General Plan.
2. The Planning Commission hereby finds that the proposed Development Agreement is consistent with the requirements of California Government Code, Title 7, and Chapter 4, Article 2.5 and San Bruno City Council Resolution No. 1986-77.
3. The Planning Commission hereby recommends that the City Council of the City of San Bruno approve the Development Agreement by and between the City of San Bruno and Castle Companies, Inc., substantially in the form attached hereto as Exhibit A.
4. The Secretary of the City of San Bruno Planning Commission is hereby directed to forward to the City Council a certified copy of this resolution together with an attested copy.

Dated: January 6, 2015

Ben Peters  
Planning Commission Chair

ATTEST:

David Woltering  
Planning Commission Secretary

APPROVED AS TO FORM:

Mark J. Jeffers  
City Attorney

I, David Woltering, Planning Commission Secretary, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Planning Commission of the City of San Bruno this 6<sup>th</sup> day of January, 2015 by the following vote:

AYES: Commissioners: Chair Petersen, Vice Chair Johnson, Commissioners Biasotti, Chase, Mishra, Sammut

NOES: Commissioners: None

ABSENT: Commissioners: None

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SAN BRUNO APPROVING A DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF SAN BRUNO  
AND CASTLE COMPANIES, INC. FOR DEVELOPMENT  
OF TEN SINGLE-FAMILY HOMES LOCATED AT 1641  
CLAREMONT DRIVE, 1655 CLAREMONT DRIVE, 2735  
CONCORD WAY, 951 GLENVIEW DRIVE, 981  
GLENVIEW DRIVE, 991 GLENVIEW DRIVE, 1100  
GLENVIEW DRIVE, 1110 GLENVIEW DRIVE, 1721 EARL  
DRIVE AND 1115 FAIRMONT DRIVE - (DA-\_\_\_\_\_)**

**WHEREAS**, the City Council (“City Council”) of the City of San Bruno (“City”) has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and assure that appropriate measures to enhance and protect the environment are achieved;

**WHEREAS**, the City Council has enacted Resolution 1986-77 (“Development Agreement Resolution”) establishing the procedures and requirements for the consideration of development agreements pursuant to California Government Code Section 65864 *et seq.* (“Development Agreement Statute”);

**WHEREAS**, the Crestmoor Neighborhood is the site of the September 2010 Pacific Gas and Electric Company (“PG&E”) gas line explosion and subsequent fire that resulted in the loss of eight lives, destroyed 38 homes and severely damaged 17 homes;

**WHEREAS**, since the gas pipeline incident, reconstruction of the neighborhood has been ongoing, with 21 destroyed homes having been rebuilt or under construction, and the City is currently in the process of reconstructing the utility and other infrastructure to serve the Crestmoor Neighborhood and anticipates that all phases of such reconstruction will be completed by the end of 2016;

**WHEREAS**, On August 21, 2013, the City issued a Request for Proposal (“RFP”), seeking qualified homebuilder/developers to construct up to ten single-family homes on three parcels currently owned by the City located at 981 Glenview Drive, 1110 Glenview Drive and 1641 Claremont Drive (“City Parcels”) and seven parcels currently owned by PG&E located at 951 Glenview Drive, 991 Glenview Drive, 1721 Earl Drive, 1655 Claremont Drive, 1115 Fairmont Drive, 2735 Concord Way and 1100 Glenview Drive (“PG&E Parcels,” and together with the City Parcels, “Property”);

**WHEREAS**, through the RFP process, the City selected Castle Companies, Inc. (“Developer”) to develop such single family homes on the Property consistent with certain

development standards set forth in the RFP and the City’s current residential design guidelines (“Project”);

**WHEREAS**, Developer and City staff have negotiated a proposed development agreement (“Development Agreement”) in accordance with the requirements of the Development Agreement Statute and the Development Agreement Resolution, which, among other things, sets forth the effective date and term of the agreement; permitted uses of the property; densities of uses; applicable fees; applicable rules, regulations and policies; provisions on amendments, annual review and default; and other miscellaneous provisions, to allow for development of the Project;

**WHEREAS**, prior to the City Council’s consideration of the proposed Development Agreement, Developer has entered into purchase and sale agreements with City and PG&E to acquire the Property, conditioned among other things on City’s approval and execution of the Development Agreement;

**WHEREAS**, on January 6, 2015, by adoption of Resolution No. 2015-01, the Planning Commission recommended that the City Council approve the Development Agreement;

**WHEREAS**, the Project is categorically exempt from the California Environmental Quality Act (Public Resources Code Section 21000 et seq. (“CEQA”) pursuant to CEQA Guidelines Sections 15195 (residential infill exemption), 15302 (replacement or reconstruction of existing structures and facilities) and 15303(a) (construction and location of single-family residence on a legal parcel in a residential zone);

**WHEREAS**, the Development Agreement is consistent with the City’s General Plan and zoning for the Property;

**WHEREAS**, the City Council held the public hearing on the Development Agreement on January 13, 2015 and on said date, the public hearing was opened, held and closed.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN BRUNO, AS FOLLOWS:**

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Development Agreement, substantially in the form attached to the staff report, subject to minor and clarifying revisions approved by the City Attorney, by and between the City and Developer relative to the Project.

Section 2. This Ordinance is adopted under the authority of the Development Agreement Statute and pursuant to the provisions of the Development Agreement Resolution.

Section 3. The City Council hereby finds and determines that the Development Agreement is consistent with the General Plan of the City of San Bruno.

Section 4. The City Council hereby finds and determines that the Project is categorically exempt from the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”) pursuant to CEQA Guidelines Sections 15195 (residential

infill exemption), 15302 (replacement or reconstruction of existing structures and facilities) and 15303(a) (construction and location of single-family residence on a legal parcel in a residential zone).

Section 5. Based on the findings set forth in this Ordinance and the evidence in the accompanying staff report, the City Council hereby approves the Development Agreement, substantially in the form attached to said staff report, subject to minor and clarifying revisions approved by the City Attorney.

Section 6. The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City.

Section 7. The City Manager or his or her designee is hereby authorized and directed to perform all acts required to be performed by the City in the administration and implementation of this Development Agreement, including, without limitation, reviewing the Development Agreement on an annual basis, approving assignments and executing other agreements or documents necessary to carry out the purposes of the Development Agreement.

Section 8. This Ordinance shall take effect thirty (30) days following its final passage. The City Clerk shall cause this Ordinance to be posted or published pursuant to the requirements of Government Code Section 36933.

Section 9. Within ten (10) days after the date upon which the City Manager executes the Development Agreement on behalf of the City, the City Clerk shall record the Development Agreement and this Ordinance with the County Recorder of the County of San Mateo.

Section 10. If any part of this Ordinance, or the Development Agreement which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Agreement, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Agreement, if such invalid portion thereof had been deleted.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

---o0o---

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was introduced on  
January 13, 2015, and adopted at a regular meeting of the San Bruno City Council  
on \_\_\_\_\_ by the following vote:

AYES: COUNCIL MEMBERS: \_\_\_\_\_

NOES: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of San Bruno  
City Clerk's Office  
567 El Camino Real  
San Bruno, CA 94066

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

## **DEVELOPMENT AGREEMENT**

by and between

**THE CITY OF SAN BRUNO**

and

**CASTLE COMPANIES, INC.**

for

**CRESTMOR NEIGHBORHOOD DEVELOPMENT**

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EFFECTIVE DATE

City of San Bruno, California

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Development Agreement**”) is made and entered in the City of San Bruno on the \_\_\_ day of \_\_\_\_\_, 2015, by and between the City of San Bruno, a municipal corporation (“**City**”) and Castle Companies, Inc., a California corporation (“**Developer**”), pursuant to the authority of Sections 65864 *et seq.*, of the Government Code and City Council Resolution No. 1986-77.

### R E C I T A L S

A. The City Council has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and assure that appropriate measures to enhance and protect the environment are achieved. The City has enacted Development Agreement Resolution 1986-77 establishing the procedures and requirements for the consideration of development agreements pursuant to California Government Code Section 65864 *et seq.*

B. California Government Code Section 65864, *et seq.*, and Resolution 1986-77 authorize the City to enter into an agreement for the development of real property with any person or entity having a legal or equitable interest in such property in order to establish certain development rights in the property.

C. The Crestmoor Neighborhood is the site of the September 2010 Pacific Gas and Electric Company (“**PG&E**”) gas line explosion and subsequent fire that resulted in the loss of eight lives, destroyed 38 homes and severely damaged 17 homes. Since the gas pipeline incident, reconstruction of the neighborhood has been ongoing, with 21 destroyed homes having been rebuilt or under construction. The City is currently in the process of reconstructing the utility and other infrastructure to serve the Crestmoor Neighborhood and anticipates that all phases of such reconstruction will be completed by the end of 2016.

D. On August 21, 2013, the City issued a Request for Proposal (“**RFP**”), a copy of which is attached as Exhibit A, seeking qualified homebuilder/developers to construct up to ten single-family homes on three parcels currently owned by the City located at 981 Glenview Drive, 1110 Glenview Drive and 1641 Claremont Drive, as further described in Exhibit B-1 attached hereto and incorporated herein by this reference (“**City Parcels**”), and seven parcels currently owned by PG&E located at 951 Glenview Drive, 991 Glenview Drive, 1721 Earl Drive, 1655 Claremont Drive, 1115 Fairmont Drive, 2735 Concord Way and 1100 Glenview Drive, as further described in Exhibit B-2 attached hereto and incorporated herein by this reference (“**PG&E Parcels**”). The City Parcels and PG&E Parcels are collectively referred to herein as the “**Property**.”

E. Through the RFP process, City selected Developer to develop such single family homes on the Property consistent with the “**Development Standards**” attached hereto as Exhibit C and incorporated herein by this reference and the City’s current residential design guidelines (“**Project**”). Prior to execution of this Development Agreement, Developer has entered into

purchase and sale agreements with City and PG&E to acquire the Property, conditioned among other things on City's approval and execution of this Development Agreement.

F. City and Developer have reached mutual agreement and desire to voluntarily enter into this Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth herein, such that Developer may complete construction of the homes as expeditiously as possible.

G. On January 6, 2015, the Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Agreement to the City Council.

H. The City Council has reviewed and evaluated the Development Agreement in accordance with Resolution 1986-77 and has found that this Development Agreement is consistent with the City's General Plan.

I. On January 27, 2015, the City Council of the City of San Bruno adopted Ordinance No. \_\_\_\_\_ approving this Development Agreement. The Ordinance took effect on February 26, 2015.

J. The development of the Project as proposed is consistent with the City's General Plan and zoning for the Property. The City has determined the Project to be categorically exempt from the California Environmental Quality Act (Public Resources Code Section 21000 et seq. ("CEQA")) pursuant to CEQA Guidelines Sections 15195 (residential infill exemption), 15302 (replacement or reconstruction of existing structures and facilities) and 15303(a) (construction and location of single-family residence on a legal parcel in a residential zone). The City filed a Notice of Exemption for the Project on \_\_\_\_\_, 2015.

K. The development of the Project will require future approvals from the City including, without limitation, architectural review permits, building permits, and certificates of occupancy ("**Future Approvals**"). Future Approvals shall also include any environmental review, if any, required by CEQA, including all mitigation measures, monitoring programs and conditions adopted as a result of any such environmental review.

### A G R E E M E N T

**NOW, THEREFORE**, with reference to the foregoing recitals and definitions and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

1. Definitions. The following defined terms are used in this Development Agreement:

"**Applicable Law**" is defined in Section 6.4(a).

"**CEQA**" is defined in Recital J.

"**City**" means the City of San Bruno.

"**City Parcels**" is defined in Recital D.

“**Developer**” is defined in the introductory paragraph of this Development Agreement and includes any successors or assigns approved by City pursuant to Section 14.1.

“**Development Agreement**” means this Development Agreement.

“**Effective Date**” of this Development Agreement is defined in Section 5.1.

“**Extended Term**” is defined in Section 5.2(b).

“**Future Approvals**” is defined in Recital K.

“**Initial Term**” is defined in Section 5.2(a).

“**Major Amendment**” is defined in Section 9.2.

“**Minor Amendment**” is defined in Section 9.2.

“**Mortgage**” is defined in Section 16.1.

“**Mortgagee**” is defined in Section 16.1.

“**Notice of Breach**” is defined in Section 11.2.

“**Other Vesting Statute**” is defined in Section 15.

“**Permitted Delay**” is defined in Section 9.4.

“**Permitted Transfer**” is defined in Section 14.1

“**PG&E**” is defined in Recital C.

“**PG&E Parcels**” is defined in Recital D.

“**Project**” is defined in Recital E.

“**Property**” is defined in Recital D and described in Exhibits B-1 and B-2.

“**RFP**” is defined in Recital D.

“**Term**” is defined in Section 5.2.

“**Vested Elements**” are defined in Section 6.4(a).

2. Description of Property. The Property which is the subject of this Development Agreement is described in Exhibits B-1 and B-2 attached hereto.

3. Interest and Qualifications of Developer. Developer represents and warrants that:

3.1 As of the Effective Date, Developer is: (i) duly organized and validly existing under the laws of the State of California; (ii) qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; (iii) in good standing and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of Developer under this Development Agreement;

3.2 No approvals or consents of any persons are necessary for the execution, delivery or performance of this Development Agreement by Developer, except as have been obtained;

3.3 The execution and delivery of this Development Agreement and the performance of the obligations of Developer by Developer hereunder have been duly authorized by all necessary action and approvals;

3.4 This Development Agreement is a valid obligation of Developer enforceable in accordance with its terms; and

3.5 As of the Effective Date, Developer has an equitable interest in the Property by virtue of its contractual right to purchase the City Parcels from City and the PG&E Parcels from PG&E pursuant to the terms of purchase and sale agreements with City and PG&E, respectively.

4. Relationship of City and Developer. It is understood that this Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer and that Developer is not an agent or partner of City. City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection therewith shall be construed as making the City a joint venturer or partner with Developer.

5. Effective Date and Term of Agreement.

5.1 Effective Date. This Development Agreement shall become effective upon the later of (1) the date that the ordinance approving this Agreement becomes effective, and (2) the date upon which Developer takes title to the Property ("**Effective Date**"); provided, however, if this Agreement has not become effective by April 14, 2015, this Agreement shall automatically terminate. The parties acknowledge that Section 65868.5 of the Government Code and Resolution 1986-77 require that the City Clerk record this Development Agreement with the County Recorder no later than 10 days after City executes this Development Agreement, and that the burdens of this Development Agreement shall be binding upon, and the benefits of this Development Agreement shall inure to, all successors in interest to the parties to this Development Agreement.

5.2 Term. The term ("**Term**") of this Development Agreement shall be the Initial Term together with any Extended Term.

(a) Initial Term. The Term of this Agreement shall commence upon the Effective Date and shall extend for a period of two (2) years thereafter ("**Initial Term**"). The Initial Term has been established by City and Developer as a reasonable estimate of the time required to develop the Project.

(b) Extended Term. Provided neither City nor Developer have terminated this Development Agreement and Developer has fully complied with all terms of this Development Agreement, Developer may request in writing that City extend the Initial Term of this Agreement for up to one (1) additional one (1) year period (“**Extended Term**”). Such written request may be delivered to City not earlier than two hundred seventy (270) days nor later than one hundred twenty (120) days prior to the termination date of the Initial Term.

(c) City Review of Request for Extended Term. Upon receipt of such request, City shall undertake a review of Developer’s good faith compliance with the terms of this Development Agreement in the same manner as set forth in Section 10 for a periodic review of this Development Agreement. Developer and City shall comply with the provisions of Section 10 with respect to such review so that it can be completed prior to the expiration of the Initial Term. If Developer has met all requirements of this Development Agreement, City may approve such extension. However, City may also approve an extension if the City Council determines that Developer has not fully satisfied all other material requirements and conditions of Project Approvals, but it is in the best interests of City and Developer to extend. If the Initial Term of this Development Agreement is extended in accordance with the provisions of this Section 10, City shall record an instrument giving notice of the Extended Term and the termination date thereof.

(d) Termination of Development Agreement As To Completed Homes. Notwithstanding the foregoing, and except as otherwise provided in Section 9.7, the obligations of Developer under this Agreement shall terminate as to each parcel upon issuance of a certificate of occupancy for the completed home on that parcel, and City shall thereafter cooperate with reasonable requests to remove this Agreement as an exception to title for such parcel.

## 6. Use of the Property and Applicable Law.

6.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and requirements for infrastructure and public improvements shall be governed by the provisions of this Development Agreement and Applicable Law.

6.2 Project Development. If Developer elects to proceed with the Project, Developer agrees to develop the Project in accordance with Applicable Law and the terms and conditions of this Development Agreement. Except as provided in Sections 11.1, 13.2 and 17.1 hereof, Developer shall have no liability if Developer elects not to proceed with the Project or the contemplated development of the Project fails to occur for any reason.

6.3 Fees. Developer shall pay the following fees and charges, calculated at the time of payment:

(a) Processing and Consultant Fees. City may charge and Developer shall pay when due processing, engineering, outside inspection, legal and consulting fees in accordance with and as authorized by the terms of the Reimbursement Agreement executed concurrently herewith by and between Developer and City.

(b) Single-Family Residential Business License Tax. Developer shall pay the single-family residential business license tax in accordance with Section 3.16.170 (Single-family residential structures) of the San Bruno Municipal Code.

(c) Development Fees. Developer shall pay all fees and charges required by the San Bruno Municipal Code as of the Effective Date, including water and wastewater fees and capacity charges, application fees and building permit fees. Water capacity fees shall be calculated based upon the difference of the final meter size required for fire sprinkler flow and the prior ¾-inch meter for the previous residence on the lot. Wastewater capacity fees shall be calculated as the difference between the 1-inch meter rate (current City standard) and the prior ¾-inch meter for the previous residence on the lot. Fees shall be calculated using the applicable City Fee Schedule in effect as of the Effective Date and shall remain fixed as of the Effective Date for a period of one (1) year thereafter.

(d) Other Agency Fees. Nothing in this Development Agreement shall limit the right of any other local, regional, state or federal agency or district to impose otherwise lawful fees on the Project, including non-City fees imposed by such agencies or districts and collected by City solely for the benefit of such agencies or districts, unless such fees are levied only with the exclusive approval of the City.

#### 6.4 Applicable Rules, Regulations and Policies.

(a) Vested Elements. The permitted uses of the Property, the maximum density and intensity of use, the maximum height and size of proposed buildings, types of land uses, and other terms and conditions of development applicable to the Property are as set forth in:

(i) The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the permitted uses of land, governing density and intensity of use, and governing design, improvement and construction standards and specifications applicable to the development of the Property on the Effective Date, unless provided otherwise within this Development Agreement (collectively, "**Applicable Law**"); and

(ii) This Development Agreement, including all Exhibits; and are hereby vested subject to the provisions of this Development Agreement ("**Vested Elements**"). City hereby agrees to be bound with respect to the Vested Elements, subject to Developer's compliance with the terms and conditions of this Development Agreement.

(b) Applicable Building and Construction Standards. All building and construction standards, including the Uniform Building Code, Uniform Plumbing Code, Uniform Swimming Pool Code, Uniform Electrical Code and Uniform Mechanical Code, applicable to the Property, whether as to existing or future structures, are not subject to this Development Agreement and Developer shall develop the Project in accordance with such codes as applicable from time to time including, in addition, codes, ordinances, policies, rules or regulations enacted or adopted from time to time to protect persons or property from health and safety perils.

(c) Compliance with Federal and State Requirements. Developer, at its sole cost and expense, shall comply with requirements of, and obtain all permits and approvals required by, regional, state and federal agencies having jurisdiction over the Project.

(d) Changes in City Laws. This Development Agreement shall not preclude the application to the development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5. In the event state or federal laws or regulations enacted after the Effective Date of this Development Agreement or action by any other governmental agency other than City prevent or preclude compliance with one or more provisions of this Development Agreement, or require changes in plans, maps or permits approved by City, this Development Agreement shall be modified, extended or suspended as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental agency. Immediately after enactment of any such new law or regulation, the parties shall meet and confer in good faith to determine the necessity of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Development Agreement. It is the intent of the parties that any such modification or suspension be limited to that which is necessary, and to preserve to the extent possible the original intent of the parties in entering into this Development Agreement. If such modification or suspension would impact the purpose and intent of the Development Agreement and is infeasible in Developer's sole and absolute discretion, then Developer shall have the right to terminate this Development Agreement by written notice to City, subject to the provisions of Section 9.7 hereof.

In addition, Developer shall have the right, at its sole cost and expense and at no cost to City, to challenge the new law or regulation preventing compliance with the terms of this Development Agreement, and in the event such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect and any related delay caused by the successful litigation challenge shall be deemed a Permitted Delay. In the event that Developer so challenges the new laws or regulations, City reserves the right to take any position in such Developer challenge, even if contrary to Developer, in order to protect City's lawful authority or jurisdiction or financial interests.

To the extent that any actions of federal or state agencies (or actions of other governmental agencies, including City, required by federal or state agencies or actions of City taken in good faith in order to prevent adverse impacts upon City by actions of federal, state or other governmental agencies) have the effect of preventing, delaying or modifying development of the Project or any portion thereof, neither Developer nor City shall in any manner be liable for any such prevention, delay or modification of said development. Such actions include flood plain or wetlands designations and actions of City or other governmental agencies as a result thereof and the imposition of air quality or transportation measures or sanctions and actions of City or other governmental agencies as a result thereof. If Developer elects to proceed with the Project, Developer may be required, at its cost and, subject to the rights of Developer in the foregoing paragraph of this Section 6.4(d) to challenge the law, without cost to or obligation on the part of City, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of such actions of federal, state or other governmental agencies (or action of City taken in order to prevent adverse impacts upon City by actions of federal, state or other governmental agencies). Any such actions described in this paragraph, which prevent or delay development of the Project shall constitute a Permitted Delay (as defined in Section 9.4 hereof). The imposition of taxes, fees or other charges or costs by state, federal or county agencies, which add to the cost of developing the

Project but which do not otherwise prevent, delay or modify the Project shall not be deemed actions which prevent, delay or modify development of the Project for purposes of the foregoing provisions of this paragraph and shall not constitute a Permitted Delay.

(e) City's Police Power. Nothing in this Development Agreement shall be construed to limit the authority of City in the exercise of its police power or pursuant to federal, state or regional or other agency mandate to adopt and apply to Developer and the development of the Project, codes, ordinances, policies, rules and regulations that have the legal effect of protecting persons or property from conditions which create a threat to health, safety or physical risk. To the best of City's knowledge, there is no pending City enforcement action with respect to the Property. "City's knowledge" means the current actual knowledge of David Woltering.

(f) Project Standards. The rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project, including all public improvements, shall be those in force and effect at the time of the applicable permit approval, to the extent not in conflict with the provisions of this Development Agreement.

6.5 Development Timing. City and Developer acknowledge that Developer's ability to proceed with development of the homes depends on numerous factors, including the timing of City approvals, construction field conditions and other factors outside the control of Developer. Notwithstanding the foregoing, City and Developer acknowledge and agree that it is Developer's intent to begin home construction as soon as possible after Developer's acquisition of the Property, and that in any event, Developer shall simultaneously begin and diligently thereafter pursue to completion construction of all ten of the homes within thirty (30) days of issuance of building permits by City. All ten homes shall be completed and ready for occupancy prior to November 30, 2015, except as specified below. The parties acknowledge and agree that achievement of the following milestones is critical to meeting such deadline:

(a) Developer shall submit a complete application for required planning entitlements to the City of San Bruno on or prior to January 5, 2015;

(b) The Planning Commission shall consider approving required planning entitlements within ninety (90) days of submission by Developer;

(c) Developer shall submit to City for plan check complete construction documents for all ten homes within ten (10) days of Planning Commission approval of Project entitlements;

(d) City shall issue building permits for all ten homes within forty-five (45) days of Developer's submission of complete construction documents meeting the requirements of the planning entitlements;

(e) Developer shall commence construction of the Project in reliance upon issued building permits within thirty (30) days of issuance of such building permits; and

(f) Developer shall complete construction and obtain certificates of occupancy for all homes other than the home located at 951 Glenview Drive within one hundred eighty (180) days following issuance of building permits for such homes, and shall complete construction and

obtain a certificate of occupancy for the home located at 951 Glenview Drive within two hundred seventy (270) days following issuance of the building permit for such home.

7. Subsequently Enacted Rules and Regulations; Initiatives.

7.1 Subsequently Enacted Rules and Regulations. The City may during the term of this Development Agreement apply such newer City enacted or modified ordinances, rules, regulations and official policies adopted on a city-wide basis (except as limited by other development agreements or other vesting mechanisms) which are not in conflict with the terms of this Development Agreement. To the extent any changes in the General Plan, the zoning codes or other rules, ordinances, regulations or official policies (whether adopted by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, Planning Commission or any other Board, Commission or Department of City or any designated officer or employee thereof, or by the electorate) are in direct conflict with the terms of this Development Agreement, the terms of this Development Agreement shall prevail.

7.2 Initiatives. Developer recognizes the risk that an initiative measure might invalidate or prevail over this Development Agreement and assumes such risk. Should an initiative measure or measures be enacted which would preclude construction of all or any substantial part of the Project, and should such measure be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Development Agreement, Developer shall have no recourse against City for any damages Developer might sustain as a result thereof. In the event such court action is initiated, then City and Developer shall meet and confer in good faith to determine whether to: (a) challenge the initiative pursuant to Section 13.2; (2) modify the Project and the Development Agreement pursuant to Section 9 in a manner which would, to the extent feasible, achieve the mutual goals and objectives of the parties hereto; or (3) terminate this Development Agreement pursuant to Section 9.1. In the event that the City and Developer cannot reach mutual agreement within a reasonable time to preserve the right to legal challenge, Developer may, at its own expense, institute and maintain such a legal challenge or terminate this Development Agreement. City shall not unreasonably delay an approval, inspection or certificate of occupancy prior to certification of the initiative measure election results.

8. Obligations of the Parties.

8.1 Developer. In addition to the other obligations of Developer set forth herein, in consideration of City entering into this Development Agreement, Developer agrees that if Developer elects to proceed with development of the Project, such development shall be in conformance with all of the terms, covenants and requirements of this Development Agreement and Future Approvals, and Developer shall perform those specific obligations and provide those specific contributions identified in this Development Agreement and in the conditions of approval to the Future Approvals. Developer and its successors and assigns, as applicable, shall pay when due any and all fees, charges and other costs, including mitigation impact fees and costs, which are imposed pursuant to this Development Agreement or are otherwise lawfully imposed on all or any portion of the Project, whether imposed by City or other agencies.

8.2 City. In addition to the other obligations of City set forth herein, in consideration of Developer entering into this Development Agreement, and provided that Developer exercises due diligence, good faith and files full, accurate and complete applications with timely payment of all fees, City agrees that it will accept, process and review, in good faith and in a timely manner, all applications for Future Approvals related to the Project filed by Developer or other owners of the Property or those with rights to acquire any such Property, in accordance with the terms of this Development Agreement. City agrees that the scope of its review of remaining or supplementary applications for development approvals shall be exercised in a manner consistent with the terms of this Development Agreement and Applicable Law.

9. Amendment.

9.1 Amendment By Written Consent. Except as otherwise expressly provided herein (including Section 10 relating to City's annual review and Section 11 relating to termination in the event of a breach), this Development Agreement may be terminated, modified or amended only by mutual written consent of the parties hereto or their successors-in-interest or assignees and in accordance with the provisions of Government Code Sections 65967, 65867.5 and 65868 and Resolution 1986-77.

9.2 Major Amendment. Any amendment to this Development Agreement which affects or relates to (a) the term of this Development Agreement; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property or the maximum height or size of proposed buildings; or (f) monetary contributions by Developer, shall be deemed a "**Major Amendment**" and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a "**Minor Amendment**" subject to Section 9.3 below and shall not, except to the extent otherwise required by Applicable Law, require notice or public hearing before the parties may execute an amendment hereto. The City Manager or his or her designee shall have the authority to determine if an amendment is a Major Amendment subject to this Section 9.2 or a Minor Amendment subject to Section 9.3 below. Developer shall have the right to appeal the City Manager's determination to the City Council.

9.3 Minor Amendment. The City Manager or his or her designee shall have the authority to review and approve amendments to this Development Agreement provided that such amendments are not Major Amendments. Developer shall have the right to appeal such City Manager approvals to the City Council.

9.4 Permitted Delays. In addition to any specific provisions of this Development Agreement, performance by any party of its obligations hereunder shall be excused during any period of delay caused at any time by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to work in process by reason of fire, floods, earthquake, or other casualties, restrictions imposed or mandated by governmental or quasi-governmental entities, enactment or conflicting laws (including new or supplementary environmental regulations), litigation instituted after execution of this Development Agreement, acts or neglect of the other party, or any other cause beyond the reasonable control of party (each a "**Permitted Delay**"). Changes in the financial position of

Developer or of the economy in general or Developer's inability to obtain financing for the Project shall not be deemed a Permitted Delay. City or Developer shall promptly notify the other of any delay hereunder as soon as possible after the same has been ascertained. The term of this Development Agreement shall be extended by the period of any Permitted Delay.

9.5 Requirement for Writing. No modification, amendment or other change to this Development Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing, which refers expressly to this Development Agreement and is signed by duly authorized representatives of the parties or their successors. The City Clerk shall record an appropriate notice of any Major Amendment, cancellation or termination with the San Mateo County Recorder not later than ten (10) days after the effective date of the action effecting such amendment, cancellation or termination, accompanied by a legal description of the Property.

9.6 Amendments to Development Agreement Legislation. This Development Agreement has been entered into in reliance upon the provisions of the development agreement legislation (California Government Code Section 65864 *et seq.*) as those provisions existed on the Effective Date. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Development Agreement shall be applicable to this Development Agreement unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Development Agreement shall not be affected by the same unless the parties mutually agree in writing to amend this Development Agreement to permit such applicability.

9.7 Provisions Surviving Termination. Notwithstanding anything in this Development Agreement to the contrary, Sections 9.7, 11.1, 13.2 and 17.1 of this Development Agreement shall survive and remain in effect following termination or cancellation of this Development Agreement for so long as necessary to give them full force and effect with respect to claims or rights of City arising prior to such termination or cancellation.

## 10. Annual Review.

10.1 Time of Review. City and Developer shall review this Development Agreement and all actions taken with respect to the development of the Project every 12 months from the Effective Date to determine Developer's good faith compliance with this Development Agreement. The time for review may be modified either by written agreement by the parties hereto or by one of the following ways: (a) recommendation by City staff; (b) by resolution of the Planning Commission; or (c) by resolution of the City Council. The burden of proof, by substantial evidence, of good faith compliance shall be upon Developer. If, after the required review and any subsequent appeals, City concludes that Developer has not complied in good faith with the terms of the Development Agreement, then City may deliver a Notice of Breach and the parties shall follow the procedure set forth in Section 11 for resolving a breach.

10.2 No City Waiver. City does not waive any claim of defect or breach in performance by Developer if, following periodic review pursuant to this Section 10, City does not propose to modify or terminate this Development Agreement. Failure of City to conduct an

annual review shall not constitute a waiver by City of its rights to otherwise enforce the provisions of this Development Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

11. Default.

11.1 Remedies for Breach. City and Developer acknowledge that the purpose of this Development Agreement is to carry out the parties' objectives as set forth in the Recitals hereof. City and Developer agree that to determine a sum of money which would adequately compensate City or Developer for choices they have made which would be foreclosed should the Project not be completed pursuant to and as contemplated by this Development Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Developer agree that in the event of a breach of this Development Agreement, the only remedies available to the non-breaching party shall be: (1) suits for specific performance to remedy a specific breach; (2) suits for declaratory or injunctive relief; (3) suits for mandamus under Code of Civil Procedure Section 1085, or special writs; or (4) termination of this Development Agreement or, at the option of City in the event of breach by Developer, termination of the rights of Developer under this Development Agreement. Except for attorney's fees and associated costs as set forth herein, monetary damages shall not be awarded to City or Developer. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

11.2 Notice of Breach. Prior to the initiation of any action for relief specified in Section 11.1 above because of an alleged breach of this Development Agreement, the party claiming breach shall deliver to the other party or parties a written notice of breach ("**Notice of Breach**"). The Notice of Breach shall specify the reasons for the allegation of breach with reasonable particularity. The so-called breaching party shall have thirty (30) days to use good faith efforts to cure the breach or, if such cure is of the nature to take longer than 30 days, to take reasonable actions to commence curing the breach during such thirty (30) day period and to thereafter diligently prosecute such cure to completion as soon as possible and in any event no later than ninety (90) days following the Notice of Breach. Failure to respond and cure the breach within said period shall not be deemed an admission of the breach, but the party alleging the breach may proceed to pursue its remedies hereunder.

12. Estoppel Certificate. Any party may, at any time, and from time to time, deliver written notice to any other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Development Agreement is in full force and effect and is a binding obligation of the parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The City Manager of City shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

### 13. Cooperation and Implementation.

13.1 Other Governmental Permits. Developer shall apply in a timely manner for any approvals which may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. City shall cooperate with Developer (without, however, being required to be an advocate for Developer), without cost or financial obligation on the part of City, in Developer's endeavors to obtain such permits and approvals.

13.2 Cooperation in the Event of Third-Party Legal Challenge. City and Developer shall cooperate in the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Development Agreement or Future Approvals or the underlying environmental review and documents. To the extent that Developer determines to contest such litigation challenges, Developer shall reimburse City, within ten (10) days following City's written demand therefor which may be made from time to time during the course of such litigation, all costs incurred by City in connection with the litigation challenge, including City's administrative, legal and court costs, provided that the City shall either: (a) elect to joint representation by Developer's counsel; or (b) retain an experienced litigation attorney, require such attorney to prepare and comply with a litigation budget, and present such litigation budget to Developer prior to incurring obligations to pay legal fees in excess of \$10,000. Developer further agrees to indemnify and hold City harmless from and against any and all claims for recovery of the third party's litigation expenses, including attorney's fees. If Developer elects, in its sole and absolute discretion, not to contest such litigation challenges, the City shall have no obligation to contest such challenges.

### 14. Transfers, Assignments.

14.1 Limitations on Right to Assign. The qualifications and identity of Developer are of particular concern to City. It is because of those unique qualifications and identity that City has entered into this Development Agreement with Developer. Prior to completion of the Project in accordance with this Development Agreement and the Future Approvals, no voluntary or involuntary successor in interest of Developer shall acquire any interest in the Property nor any rights or powers under this Development Agreement, except as may be approved by the City in its sole and absolute discretion. Notwithstanding such limitation on the right to assign, City approval of a transfer or assignment of this Agreement or any interest therein shall not be required in connection with any of the following: (a) transfers resulting from the death or mental or physical incapacity of any shareholder, member or partner of Developer; (b) any assignment for financing purposes, including the grant of a deed of trust, to secure the funds necessary for construction and permanent financing of the Project; (d) a transfer which combined with any and all previous or simultaneous transfers represents less than fifty percent (50%) of the equity or beneficial interest of Developer, provided such transfer does not cause a material change in the rights to manage and control Developer; (e) the sale of any individual residential units in the Project; or (f) the grant of any easements on the Property required for development of the Project (a "**Permitted Transfer**"). Developer shall give at least 30 days prior written notice to City of a Permitted Transfer. In addition, City shall be entitled to review such documentation as may be reasonably required by the City's City Manager to assess the nature and scope of the Permitted Transfer.

14.2 City Administration of Assignment Provisions. City shall administer the provisions of this Section 14 through its City Manager or his or her designee. Developer shall notify the City Manager in writing of its request for City consent to any sale, assignment or transfer under this Section 14 requiring such consent, and provide the City Manager with such supporting information and documentation which he or she may reasonably request in connection with the evaluation of the proposed sale, assignment or transfer.

15. Other Vesting Statutes, Land Use Entitlements. The parties intend that, so long as this Development Agreement is in effect, the provisions of this Development Agreement shall govern and control as to the procedures and the terms and conditions applicable to the development of the Property over any contrary or inconsistent provisions contained in Section 66498.1 *et seq.*, of the Government Code or any other State law now or hereafter enacted purported to grant or vest development rights based on land use entitlements (“**Other Vesting Statute**”). In furtherance of this intent, and as a material inducement to the City to enter into this Development Agreement, Developer on its own behalf and on behalf of its successors and assigns agrees that:

15.1 Notwithstanding any provisions to the contrary in any Other Vesting Statute, the conditions and requirements of the Future Approvals and this Development Agreement, while in effect, shall govern and control the rights of Developer to develop the Property;

15.2 While this Development Agreement is in effect, Developer waives the benefits of any Other Vesting Statute insofar as they may be inconsistent or in conflict with the terms and conditions of this Development Agreement or the Future Approvals; and

15.3 While this Development Agreement is in effect, Developer may make application for a land use entitlement under any Other Vesting Statute, but only insofar as said application for the granting of the land use entitlement pursuant to said application would not be inconsistent or in conflict with the terms and conditions of this Development Agreement or the Future Approvals.

16. Mortgagee Protection; Certain Rights of Cure.

16.1 Mortgagee Protection. This Development Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Development Agreement, including the lien of any deed of trust or mortgage (“**Mortgage**”). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Development Agreement (including City’s remedies to terminate this Development Agreement, and to seek other relief as provided in this Development Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee (“**Mortgagee**”) who acquires title to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu of foreclosure, or otherwise.

16.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 16.1 above, no Mortgagee shall have any obligation or duty under this Development Agreement to construct or complete the construction of the Project, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to

construct any improvements thereon other than those uses or improvements provided for or authorized by this Development Agreement, or otherwise under the Future Approvals.

16.3 Notice of Default to Mortgagee. If City receives a written notice from a Mortgagee, Developer or any approved assignee requesting a copy of any notice of default given Developer or a designated approved assignee hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee at such Mortgagee's cost (or Developer' cost), concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer is in default hereunder, and if City makes a determination of default hereunder, City shall if so requested by such Mortgagee likewise serve at such Mortgagee's cost (or Developer' cost) notice of such noncompliance on such Mortgagee concurrently with service thereon on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City's notice.

16.4 No Supersedure. Nothing in this Section 16 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Project outside this Development Agreement, nor shall any provision of this Section 16 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 16.3.

## 17. Indemnification and Insurance.

17.1 Indemnification. It is specifically understood and agreed by the parties that the development contemplated by this Development Agreement is a private development, that City has no interest in or responsibility for or duty to third persons concerning any of said improvements, and that Developer shall have full power over the exclusive control of the Property herein described subject only to the limitations and obligations of Developer under this Development Agreement. Developer hereby agrees to and shall indemnify, defend with counsel reasonably acceptable to City and hold City and its elected and appointed representatives, officers, agents and employees harmless from any and all claims arising out of this Agreement and not covered under Section 13.2 above, including claims for bodily injury, including death, and property damage, which may arise directly or indirectly from the acts, omissions, negligence or willful misconduct of Developer or its shareholders, partners, members, principals, officers, employees, representatives, agents, contractors or subcontractors, excepting suits and actions arising from the sole negligence or willful misconduct of City. This indemnification and hold harmless agreement applies to all damages and claims for damages (including attorneys' fees and costs) suffered or alleged to have been suffered by reason of the acts, omissions, negligence or willful misconduct referred to in this Section 17.1, regardless of whether or not City prepared, supplied or approved plans or specifications for the Project.

17.2 Insurance. Developer shall procure and maintain or shall cause its contractors to take out and maintain for the duration of this Development Agreement, a commercial general liability policy in the amount of Two Million Dollars (\$2,000,000) combined single limit and workers' compensation insurance as required by law. Such policy or policies shall be written on an occurrence form. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. The commercial general liability policies hereunder shall

name City and its officers, agents, employees, and representatives as additional insureds. Developer shall furnish City with a certificate of insurance or duly executed endorsement evidencing the required insurance coverage and such additional insured status. The certificate shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policy shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. The required certificate or endorsement shall be furnished by Developer to City at least thirty (30) days prior to the start of construction of the Project.

18. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; or (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched within the San Francisco Bay Area by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as any party may from time-to-time designate by next day delivery or by mail as provided in this Section.

<u>City:</u>	City Manager City of San Bruno 567 El Camino Real San Bruno, CA 94066 Telephone: (650) 616-7070 Facsimile: (650) 873-6749
<u>with a copy to:</u>	City Attorney City of San Bruno 567 El Camino Real San Bruno, CA 94066 Telephone: (650) 616-7003 Facsimile: (650) 742-6515
<u>Developer:</u>	Castle Companies, Inc. Attention: Steve Garrett 12885 Alcosta Boulevard, Suite A San Ramon, CA 94583 Telephone: (925)-328-1000 Facsimile: (925) 242- 8100
<u>with a copy to:</u>	Toby Sherman & Doyle LLP Attn: John F. Doyle 4309 Hacienda Dr., Suite 350 Pleasanton, CA 94588 Telephone: (925) 463-3300

Facsimile: (925) 463-3301

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

19. Miscellaneous.

19.1 Headings. Section headings in this Development Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Development Agreement.

19.2 Severability. Except as otherwise provided herein, if any provision of this Development Agreement is held invalid, the remainder of this Development Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

19.3 Agreement Runs with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Development Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all of the persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Development Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including Section 1468 of the Civil Code of the State of California. Each covenant to do or refrain from doing some act on the Property hereunder, or with respect to any City-owned property, (a) is for the benefit of such properties and is a burden upon such property, (b) runs with such properties, (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person or entity having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each property hereunder, and each other person or entity succeeding to an interest in such properties. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Development Agreement is contained in the instrument by which such person acquired an interest in the Project or the Property.

19.4 Applicable Law/Venue/Attorneys' Fees and Costs. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Development Agreement shall be brought only in the Superior Court of the County of San Mateo, State of California. Should any legal action be brought by any party because of breach of this Development Agreement or to enforce any provision of this Development Agreement, the prevailing party shall be entitled to reasonable attorney's fees and such other costs as may be found by the court.

19.5 Recordation of Termination. Upon completion of performance of the parties or termination of this Development Agreement, a written statement acknowledging such completion or termination shall be recorded by City in the Official Records of San Mateo County, California.

19.6 Interpretation. All parties have been represented by counsel in the preparation and negotiation of this Development Agreement, and this Development Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Development Agreement. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise.

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

19.8 Agreement is Entire Understanding. This Development Agreement is executed in one original. This Development Agreement constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement as of the date first above-written.

**CITY:**

CITY OF SAN BRUNO, a municipal corporation

By: \_\_\_\_\_  
Constance C. Jackson

*[SIGNATURE MUST BE NOTARIZED]*

Title: City Manager

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marc L. Zafferano, City Attorney

**DEVELOPER:**

CASTLE COMPANIES, INC., a California corporation

By: \_\_\_\_\_  
*[SIGNATURE MUST BE NOTARIZED]*

Name: THOMAS A. BALDACCI

Title: PRESIDENT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (SEAL)

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (SEAL)

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (SEAL)

EXHIBIT A  
REQUEST FOR PROPOSAL



## City of San Bruno

### REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION OF SINGLE FAMILY HOMES CRESTMoor NEIGHBORHOOD

#### **I. INTRODUCTION AND BACKGROUND**

The City of San Bruno is seeking qualified homebuilder/developers to construct up to ten (10) single-family homes in the Crestmoor Neighborhood. The Crestmoor Neighborhood is the site of the September 2010 PG&E gas pipeline explosion and fire that resulted in the loss of 8 lives, the destruction of 38 homes, and extensive damage to an additional 17 homes.

Since the gas pipeline incident, reconstruction of the neighborhood has been ongoing. To date, twenty-one destroyed homes have been rebuilt or are currently being constructed. PG&E owns six (6) vacant lots and has an additional lot currently in escrow to purchase. The City of San Bruno owns five (5) lots, three (3) of which are available for development as a part of this RFP. The selected developer will construct nine new homes with the possibility of one additional home should PG&E close escrow on the remaining lot in the near future.

The City and PG&E have entered into an agreement that authorizes the City to issue this RFP and to select a single homebuilder/developer ("Developer") to construct the new homes on all of the designated lots. Interested developers shall not contact PG&E regarding this RFP or development of the lots. All inquiries shall be directed to Tony Rozzi, City of San Bruno at (650) 616-7089 or via email at [trozzi@sanbruno.ca.gov](mailto:trozzi@sanbruno.ca.gov).

Once selected, the Developer will be expected to enter into a Development Agreement (DA) with the City to construct homes on these lots in accordance with the City's development standards, building requirements and timeframe as specified in this RFP.

Following a review of proposals submitted by interested developers, the City will interview one or more teams that it determines to be best suited to successfully build the homes and make a final recommendation for approval by the City Council. Only one developer will be selected to develop all lots.

#### **II. DEVELOPMENT OPPORTUNITY**

##### Overview

In the aftermath of the 2010 PG&E gas line explosion and subsequent fire that destroyed 38 homes and severely damaged 17 homes, the City Council encouraged displaced residents to return to the community and rebuild. To date, seventeen (17) of the destroyed homes have been completed and four (4) are currently under construction. There are nine (9) vacant parcels available for development,

measuring between 5,000 and 7,500 square feet in size with rear- and front yard Public Utility Easements in many instances. In addition, one more parcel may become available for development during or after the RFP process. The Overview Map of Vacant Parcels (Exhibit 1) illustrates the location of the lots that are available for home construction per this RFP:

Address	Owner	Lot Size	Maximum Floor Area**
981 Glenview Drive	City of San Bruno	5490	2929
1110 Glenview Drive	City of San Bruno	5150	2745
1641 Claremont Drive	City of San Bruno	5893	3047
951 Glenview Drive	PG&E	7108	2377
991 Glenview Drive	PG&E	6005	3105
1721 Earl Avenue	PG&E	7129	3344
1655 Claremont Drive	PG&E	7495	3504
1115 Fairmont Drive	PG&E	5000	2750
2735 Concord Way	PG&E	5292	2823
1100 Glenview Drive	In Escrow to PG&E*	6014	3013

\* May become available for purchase.

\*\* This is an estimate of allowable floor area, which includes a minimum 400 s.f. garage, and should be verified using the Residential Development Standards.

The City requires that each vacant parcel be developed with a single family home. A licensed architect should design the individual homes for each property, conform to all development standards, as well as the City's Residential Design Guidelines, and respect the prevailing development pattern in the entire neighborhood, which is modest in size.

It is the City and the community's goal to have all of the homes that are the subject of this RFP constructed and sold by the time that all of the infrastructure is completed in the neighborhood (end of 2014). Ideally, the successful developer will be able to construct and sell all nine (or ten) homes within a 12-16 month timeframe from the selection by the City as the Developer.

#### Public Infrastructure Improvements in the Neighborhood

The City is currently in the process of reconstructing the infrastructure in the entire Crestmoor neighborhood. All of the subject lots have the required utility connections in place to the property line (with the exception of PG&E gas service that will be extended during home construction). The City has recently completed new infrastructure (water, sewer, storm drain) replacement in the portion of the neighborhood containing these lots. The next phase of the infrastructure reconstruction (Phase III) will replace the same underground utilities in the remainder of the neighborhood. Phase III is scheduled to be completed in spring 2014. The final phase of infrastructure (Phase IV) will be the replacement of curb, gutter, sidewalk, roadway resurfacing, and new streetlights in the entire neighborhood. Phase IV will commence upon the completion of Phase III and

should be completed by the end of 2014. The replacement of the former “tot lot” park at Earl Avenue and Glenview Drive (possibly on the 1670, 1680, & 1690 Claremont lots) will also occur during this timeframe. More information regarding the infrastructure replacement project can be found at the Rebuild Crestmoor Website at [www.RebuildCrestmoor.org](http://www.RebuildCrestmoor.org).

#### Environmental Background

The City anticipates filing a Notice of Determination that the project is Statutorily Exempt per the California Environmental Quality Act (CEQA) according to Section 15302: Replacement or reconstruction of existing structures and facilities and Section 15303(a): Construction and location of one-single family residence on a legal parcel in a residential zone.

The San Mateo County Health Department - Environmental Health Services Division directed the removal of building debris from the destroyed and damaged houses and performed testing for the presence of hazardous materials as part of the cleanup effort after the September 2010 fire. Following the demolition and debris removal operations, the lots where homes burned down underwent extensive soil contamination testing. This testing indicated that results were well below the thresholds of concerns for risks to human health. A sample report submitted to the City by San Mateo County is available in the Available Project Information section at the end of this document. Reports on all vacant lots will be made available to the selected development team.

#### Developer’s Financial Responsibility

It shall be the Developer’s responsibility to secure any necessary funding for the purchase of the lots and the construction and sales of the homes. No financial assistance will be provided by the City. All costs for building permits, development review, plan checking, building inspection and other services required for the home construction shall be borne solely by the Developer. A representative calculation for the permit fees associated with an example 2,500 square foot house in this neighborhood is included in the Design Criteria and Requirements section. The successful Developer shall be required to fund a deposit account with the City to ensure the payment of all staff and consultant time in processing the entitlement approvals for the proposed homes. This will be in addition to direct permitting fees (e.g. building permit, encroachment permit, San Bruno School District fees).

Upon selection of a developer by the City Council and subsequent execution of a Development Agreement, the Developer shall be prepared to immediately begin design of the proposed homes. A non-refundable deposit of \$125,000 shall be placed into escrow upon execution of the Development Agreement to ensure the homes are constructed. These funds shall be drawn against to cover staff and consultant time described above as part of the deposit account. Any funds remaining at the completion of design approval shall be applicable to the purchase price. The Developer shall close escrow on the purchase of each lot within five (5) calendar days of issuance of the building permit for each lot. All necessary performance bonds and other assurances to guarantee the completion of all of the homes, as specified in the Development Agreement, shall be in place at the time of building permit issuance.

### **III. DESIGN CRITERIA & REQUIREMENTS**

The planned homes in this proposal for the Crestmoor neighborhood will need to strictly adhere to the City's development standards without requiring entitlement approval; shall follow the adopted Residential Design Guidelines; and participate in a public input process as requested by the City. The City is not seeking "custom" homes in this neighborhood. The new homes will need to adhere to the aesthetics of the existing neighborhood and blend with the surrounding development. Although designs that exceeded the development standards were considered and approved for displaced property owners, the City **will not** consider homes on these lots that exceed the development standards.

All proposals for the vacant lots in the Crestmoor neighborhood will need to strictly adhere to the City's pre-disaster development standards without requiring approval of any variance, conditional use permit, or other exception to those standards. The selected Developer shall follow the adopted Residential Design Guidelines to ensure the construction of homes that are consistent with the aesthetics of the homes that existed pre-disaster, and participate in a public review process by the City.

#### **A. Development Standards**

The selected development team will have a demonstrated ability to design a project that fits the character and scale of the neighborhood and follows the current development standards below.

- Overall Size – The maximum permitted floor area is inversely proportional to size and slope of a lot. In general, the maximum Floor Area Ratio (FAR) will be .55 but the average slope of the lot will determine the maximum FAR. All enclosed area is included in the floor area calculation (living area, garage). Open patios do not count towards the floor area calculation.
- Parking – A two-car parking garage will be required, with a minimum 20'-0" by 20'-0" interior dimension. A 20'-0" driveway, measured from back of sidewalk to face of garage is required.
- Lot Coverage – The maximum allowable lot coverage is 80% of the maximum allowable floor area.
- Height – Limited to a two-story building with a height of 28 feet for lots with less than a 20% slope.
- Setbacks:

##### Front Yard

- a) 15 feet from front property line to front of main structure
- b) Open porches and similar architectural elements may be as close as 9'-0" from the front property line.

- c) 20 feet from back edge of the sidewalk to front of garage (Size of driveway)

#### Side Yard

- a) 5 feet from side of main structure to side property line (Interior side)
- b) 10 feet from side of main structure to side property line (Corner side, if applicable)

#### Rear Yard

- a) 10 feet from back of main structure to rear property line

#### Front Property Lines

The location of front property lines vary based on the width of the City's right of way. Property lines are measured from the back of sidewalk as follows:

- a) Glenview Drive between San Bruno Ave and Earl Ave – 5.5 feet
- b) Glenview Drive between Earl Ave and Plymouth Way – 4.5 feet
- c) Claremont Drive – 5.5 feet
- d) Earl Avenue – 4.5 feet
- e) Fairmont Drive – 4.5 feet
- f) Concord Way – 5.5 feet

#### Public Utility Easements

There are several public utility easements (PUE) in the neighborhood and on the vacant parcels. No structures are permitted in a PUE. The individual lot surveys and topographic survey indicate the location of easements and are available in the Available Project Information section.

## **B. Residential Design Guidelines**

The City will require that the successful proposal include several home designs for the vacant lots and that no single design will be used more than three (3) times or be located adjacent to one another. Front elevation options shall be offered to create further diversity within the project. All attempts should be made to create a thoughtful, varied set of designs for the replacement homes.

Although the development standards detail the general limits for the mass and scale of the home design, the architectural design team should reference the Residential Design Guidelines closely for specific façade expectations, including:

- Neighborhood Compatibility
- Second Floor Treatment
- Entries
- Doors and Windows
- Materials and Colors
- Architectural Details
- Open Space and Landscaping
- Privacy and Solar Access

The Residential Development Guidelines that will be applicable to this project are accessible from the Available Project Information at the end of this document.

### **C. Green Building**

The circumstances of this development opportunity are unique, given the natural gas line explosion and subsequent fire that destroyed a large portion of the neighborhood. The homeowners who have chosen to rebuild have made sustainable construction a priority. Many of the rebuilt homes are a minimum 35% more energy efficient than typical homes in California and offsetting 100% of their electricity demand with solar power. Two homes are currently being certified as LEED Platinum and two homes are currently being built to LEED Gold standards and preparing for certification. Proposed homes should reflect the rebuilding community's commitment to energy independence and efficiency.

The City encourages, but does not require, the following:

- A Title 24 energy report that is a minimum 35% better than CA code
- Quality Insulation Installation (QII) verified by a certified QII inspector
- Solar photovoltaic and/or solar hot water installation

Proposals that include green building elements will be evaluated favorably.

### **D. Development Review and Permitting**

#### Planning Entitlement

The City expects to execute a DA to transfer the vacant parcels to the selected development team. As part of that DA, the City will require an Architectural Review Permit and associated public review process. The Architectural Review Permit process will require a high quality submittal that includes complete floor and site plans, elevations, renderings, material samples and associated graphics to illustrate compatibility with the Residential Design Guidelines.

#### Building Permit

The Community Development Department will be the lead Department for design and development review. The City expects to review all the homes as one submittal package and will issue individual building permits for each home.

There are no timing restrictions for breaking ground in San Bruno but storm water pollution prevention measures will be required for the rainy season between October 1<sup>st</sup> and April 30<sup>th</sup>. Seasonally appropriate best management practices shall be required through the year.

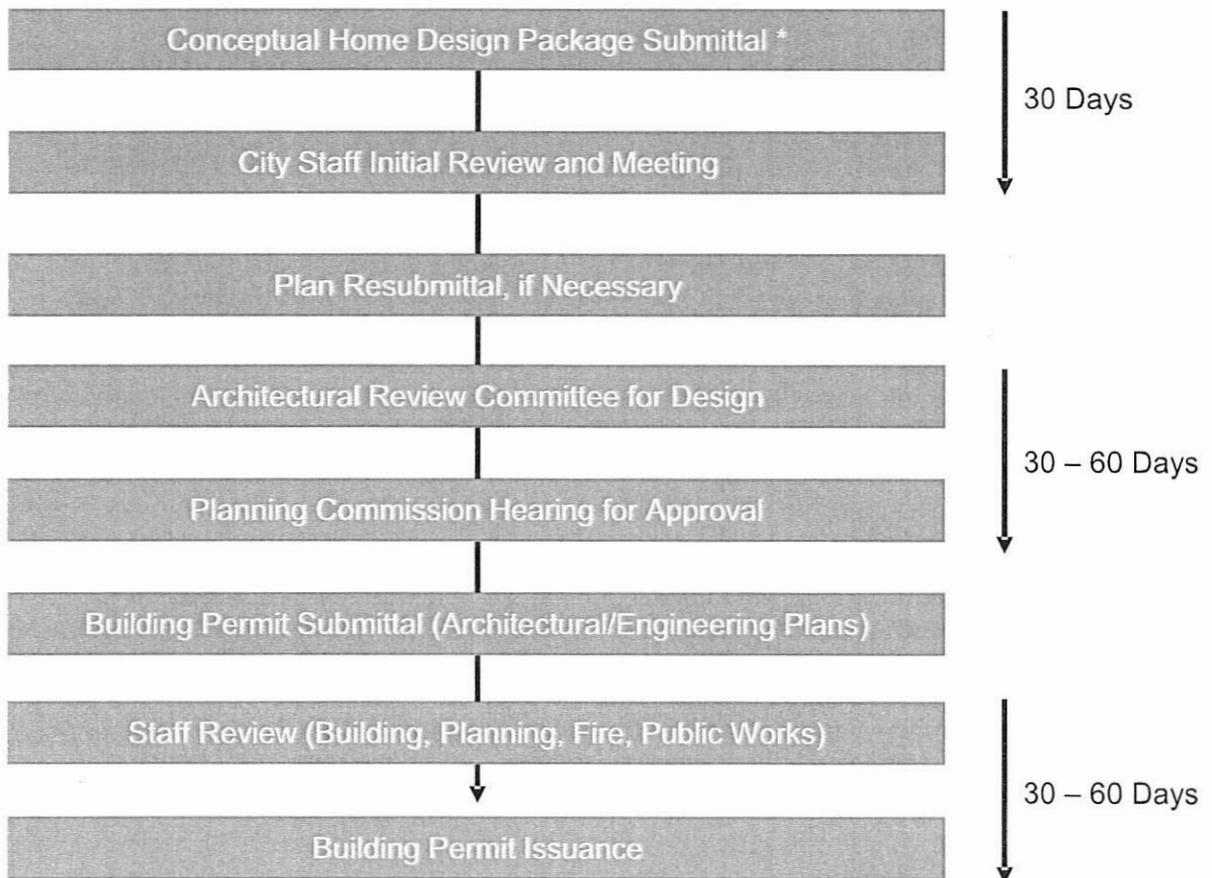
#### Development Fees

All fee estimates are based on a home with 2,500 s.f. of living area and a 400 s.f. garage. The fee estimates were generated using minimum valuations and are subject to change based on actual building costs at time of building permit submittal.

Building Permit Estimate	\$ 38,500	Based on minimum valuation of \$185/s.f. for finished space and \$70/s.f. for garage. Includes wastewater and water capacity charges.
San Bruno School District Fee	\$ 7,425	Calculated at \$2.97/s.f. of new living area
Encroachment Permit	\$ 354	Plus \$276 refundable deposit
<b>Estimated Total</b>	<b>\$ 46,279</b>	Per home

Approval Process Overview for New Homes

The following flow chart indicates the process for the review of the new homes:



\* Per Section III Design Criteria and Requirements, all homes must meet current development standards and building codes. No Use Permit requests will be considered.

#### **IV. SUBMITTAL REQUIREMENTS**

The Developer should have a successful track record of construction of multiple homes simultaneously and must demonstrate the financial viability of its offer to purchase these lots.

Respondents to this RFP are requested to supply all of the information described herein, in a complete yet concise format. The City expects submittals to provide enough information to allow staff and other advisors to evaluate and rank the qualifications of the Development Teams.

Developer's proposals shall follow the order and contain, at a minimum, the following information:

##### Project Team and Qualifications

- Executive Summary of the firm(s)
- Team member names, roles and contact information
- Resumes of Team members highlighting their experience in single-family residential home construction
- Designated public liaison to interface with the community
- Minimum of three (3) references from completed home building projects

##### Previous Single-family Home Construction Experience

- Provide a brief narrative of five (5) residential single-family construction projects that the team members have completed within the last 10 years, focusing on partners, financing, type of homeownership programs, roles and tasks
- Include three (3) examples of home designs/floor plans and elevations with finished color project photos if available (Ten page maximum, not including home designs and photos)

##### Financial Capacity

- Financial statements for the last two (2) years for which they are available
- Evidence of ability to close purchase of lots and ability to finance and construct. Provide letter or other evidence from prospective construction lender indicating willingness to provide construction financing or provide proof of funds adequate to construct homes.
- Provide financial information on equity partners (if any)
- Bonding capacity and name, address and phone number of bonding company

##### Design Proposal

- One preliminary (conceptual) illustrative home design for a corner lot
- One preliminary (conceptual) illustrative home design for an interior lot
- Preliminary plans should include a site plan, floor plan(s), and elevations
- The City will be looking for consistency with the Development Standards and Residential Design Guidelines

Build out Schedule and Marketing Plan

- Provide an estimated timeline of build out of the homes and sales schedule based upon Developer's knowledge of the market for the homes in this area.
- Provide a narrative of the marketing and sales plan/effort that is anticipated to achieve the estimated delivery timeline.

Purchase Price

The Developer shall provide a binding purchase price for each of the lots per this schedule:

	<b>Address</b>	<b>Purchase Price</b>
1	981 Glenview Drive	
2	1110 Glenview Drive	
3	1641 Claremont Drive	
4	951 Glenview Drive	
5	991 Glenview Drive	
6	1721 Earl Avenue	
7	1655 Claremont Drive	
8	1115 Fairmont Drive	
9	2735 Concord Way	
10	1100 Glenview Drive	

Supplemental Information

The Developer is free to include any additional supplemental information regarding their approach, delivery/sales strategy, scheduling, timing, or other items that may differentiate their proposal from others.

Any part of the proposal considered to contain proprietary or other privileged information shall be marked as "Confidential".

**V. SUBMITTAL DELIVERY AND SCHEDULE**

All responses to this RFP must be submitted on or before **4:45 PM on September 6, 2013** to the following address and contact:

**Tony Rozzi**  
**Contract Associate Planner**  
**City of San Bruno**  
**567 El Camino Real**  
**Tel: (650) 616-7089**  
**Fax: (650) 873-6749**  
**Email: [trozzi@sanbruno.ca.gov](mailto:trozzi@sanbruno.ca.gov)**

The City requests five (5) hard copies of the full proposal and one electronic copy on CD in PDF format. Late proposals will not be considered and incomplete proposals may be rejected.

No later than 5:00PM on Tuesday, September 10, 2013, all potential proposers shall submit a statement of their intent to submit a proposal to the City of San Bruno. This notice of intent shall include the proposer's company name, address, primary contact and primary contact's e-mail address and telephone number. This notice of intent shall be emailed to the City contact at the email listed above.

Proposals must be made in the official name under which the respondent's business is conducted and must be signed by a person duly authorized to legally bind the entity submitting the proposal.

To maintain an open process, all questions shall be directed via e-mail on or before September 19, 2013 to the contact person above. The City will group and respond to all questions (without attribution). Responses will be made available as an addendum to this RFP and published on the Rebuild Crestmoor web site ([www.rebuildcrestmoor.org](http://www.rebuildcrestmoor.org)). No information other than that flowing through these channels will be provided once the RFP has been released. In addition, interested parties may participate in the Bidders Conference, as described further herein.

The overall schedule for this RFP process is summarized below:

Action/Event	Schedule/Deadline
City release of RFP	August 21, 2013
Deadline for Notice of Intent to Submit Proposal	September 10, 2013 (5:00 PM)
Mandatory Bidders Conference	September 12, 2013 (1:00 PM @ San Bruno City Hall)
Deadline for submission of questions related to the RFP	September 19, 2013 (5:00 PM)
Deadline for submissions of RFP	September 25, 2013 @ 4:45PM
Interviews of selected team(s)*	Week of October 7, 2013
City Council Consideration*	October 22, 2013
DA Negotiation & Execution Period*	November 2013
DA to City Council*	December 2013

*\*Denotes dates are tentative and subject to change.*

As noted, the City will be hosting a Mandatory Bidders Conference at the San Bruno City Hall to answer any questions related to this RFP on September 12, 2013 at 1:00 PM. Interested parties must attend in person.

## **VI. SELECTION CRITERIA AND PROCESS**

This RFP is the first step in considering the selection of a qualified development team to construct these homes. Upon receipt of qualifications packages from interested parties, City staff and its advisors will review and screen the list of candidate developers down to selected finalist. The finalists will be asked to participate in an interview with the City and its selected advisors. Based on the submittal materials, the interview, and the application of the criteria described below, the City will select a top-ranked team and prepare a staff report for consideration by Council.

Upon approval by the City Council, the selected developer and the City will negotiate and execute a DA for the construction of the homes on the lots. The exact terms and conditions of the DA will be determined subsequent to selection of a Developer. However, the DA will include milestones for construction timing, development guidelines, payment terms and timing, deposits, and other items requiring clarity and documentation for both the City and Developer. Substantial deviations from the terms outlined by the Proposer in response to this RFP may be grounds for disqualification.

The City does not warrant or promise to select a finalist developer and reserves the right to determine its best course of action. The City also reserves the right to select a developer based on the response to this RFP, foregoing the interview process, if it is determined at its sole discretion that it is advantageous to do so. Further, the City reserves the right to modify the terms and conditions of this or subsequent offerings, and to alter the selection process, criteria, and timetable as circumstances require, including making no selection at all.

Each proposal will be evaluated in its entirety with all of the submittal requirements described above being considered as appropriate. In conjunction with the evaluation of each Submittal for responsiveness and conformance to the RFP, the City will evaluate each Submittal based upon the following primary criteria.

### **1. Developer Experience and Qualifications**

The City will carefully evaluate the qualifications of the Developer, and the specific personnel assigned to this project, in terms of their home building experience. In addition, the residents of the Crestmoor neighborhood have all experienced significant impacts and disruption due to the September 9, 2010 PG&E gas pipeline explosion and fire and ongoing reconstruction within the community. Assigned personnel to this project and the construction of these homes shall respect the history in the neighborhood. Developer shall include a qualified liaison to interact with the community in a thoughtful and sensitive manner.

### **2. Financial Capacity and Acumen**

The City will evaluate the developer's demonstration of a credible ability to provide adequate funds to acquire the lots and construct these homes in the timeframe required for this project. The financial and organizational capacity of

the proposed development entity that will be signing the DA will be of critical importance. The proposal shall include the disclosure of current uncommitted equity capital on hand, lines of credit available, and estimates of how much debt and equity could be made available for this project. Selection will be significantly weighted in favor of those responses that include strong equity capacities backed by quantified information.

**3. Delivery Schedule and Timing**

The development of homes on these vacant lots is a priority for the City and the community. Given the pace of the reconstruction of the infrastructure in the neighborhood, it is anticipated that a majority of the street and utility reconstruction will be completed by January 2015. Proposals should consider the desire to have all of the homes constructed within this timeframe.

Regardless, a realistic projection of the construction and sales timeframe should be included in the proposal. Any concerns or issues that could impact the delivery timing should be fully explained and discussed.

**4. Purchase Price**

The purchase price to be paid to the City and PG&E for the lots is an important aspect of the proposal. However, purchase price is not the overriding or primary issue that will be considered in the selection of a developer. A developer who possesses the financial ability to deliver the project, proven track record and experience, the sensitivity to the environment of the neighborhood, and resources to meet the desired timeframes may be selected even if their purchase price is not the highest.

**5. Special Requirements or Conditions**

The City will consider the implications of any significant conditions, limitations, special requirements, reservations or conditions precedent that the Developer will require before signing a DA. Developers shall clearly and candidly state special requirements in the proposal.

**VII. GENERAL CONDITIONS**

Any material clarifications or modifications to the RFP or the selection process will be made in writing and provided to all registered proposers. It is the responsibility of the developers, before submitting a response to the RFP, to ascertain if any notices, clarifications, addenda, or other communications to responders have been issued by the City. Oral explanations or instructions from City staff or consultants shall not be considered binding.

Developers' responsiveness to all items in this RFP will be taken as evidence of the developer's interest and commitment to the project. A failure to respond completely will be interpreted as a lack of full interest and commitment or a deficiency on the developer's part.

The City reserves the right to:

- Modify or cancel the selection process or schedule at any time.
- Waive minor irregularities.
- Reject any and all responses to this RFQ/P and to seek new submissions when it is in the best interest of the City to do so.
- Seek clarification or additional information or evidence from individual respondents, including, but not limited to, evidence of the developer's financial status.
- Judge the developer's written or oral representations as to their veracity, substance and relevance to development in the Crestmoor neighborhood, including seeking and evaluating independent information on any Developer.
- Incorporate this RFP and the selected team's response to this RFP as a part of any formal agreement between the City and the developer.
- Modify the development opportunity available to potential Developers.

All expenses related to any developer's response to this RFP, or other expenses incurred during the period of time the selection process is underway, are the sole obligation and responsibility of that Developer. The City will not, directly or indirectly, assume responsibility for these costs. In addition, the City shall not be liable for any real estate commissions or brokerage fees which may arise as a result of the Developer selection process.

The proposer shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or outside consultant associated with the development of the Crestmoor neighborhood for purposes of influencing consideration of a response to this RFP.

The City makes no representations about the conditions of the site, including utilities, soils, or other surface or subsurface conditions. The respondent shall make its own conclusions concerning such conditions. Information provided in this RFP, as well as in related reports by City staff or consultants, is provided for the convenience of the responders only and is not intended to be exhaustive. The accuracy or completeness of this information is not warranted by the City.

## **VIII. AVAILABLE PROJECT INFORMATION**

The following website provides a number of documents in addition to a copy of this RFP. It also includes notices concerning important dates and events. As noted above, answers to e-mailed questions will be posted to this website and any additional notifications will also be posted.

[http://www.rebuildcrestmoor.org/app\\_pages/view/300](http://www.rebuildcrestmoor.org/app_pages/view/300)

Available Exhibits for review include:

- 1) Overview Map of Vacant Parcels  
<http://www.rebuildcrestmoor.org/files/managed/Document/308/Crestmoor%20Vacant%20Lots%20061213.pdf>
- 2) Single Family New Home Construction Development Standards  
[http://www.sanbruno.ca.gov/comdev\\_images/planning/Residential%20Additions%20&%20New%20Construction.pdf](http://www.sanbruno.ca.gov/comdev_images/planning/Residential%20Additions%20&%20New%20Construction.pdf)
- 3) Residential Design Guidelines  
[http://www.sanbruno.ca.gov/comdev\\_images/planning/San%20Bruno%20RDG%20FINAL%20042210%20.pdf](http://www.sanbruno.ca.gov/comdev_images/planning/San%20Bruno%20RDG%20FINAL%20042210%20.pdf)
- 4) Topographic Survey Map  
<http://www.rebuildcrestmoor.org/files/managed/Document/301/Topographic%20Survey.pdf>
- 5) Topographic Survey of Individual Vacant Lots  
<http://www.rebuildcrestmoor.org/files/managed/Document/311/Individual%20Lot%20Surveys%20for%20RFP.pdf>
- 6) Pre- and Post-Removal Activity Results Report for 1680 Claremont Drive  
<http://www.rebuildcrestmoor.org/files/managed/Document/312/1680%20Claremont%20Dr%20Pre%20and%20Post%20Removal%20Report.pdf>

EXHIBIT B-1

**LEGAL DESCRIPTION OF THE CITY PARCELS**

Real Property in the City of San Bruno, County of San Mateo, State of California, legally described as follows:

*[to be inserted]*

### **LEGAL DESCRIPTION**

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

**PARCEL ONE:**

LOT 25, IN BLOCK 14, AS SHOWN ON THAT CERTAIN MAP ENTITLED "CRESTMoor PARK NO. 2, SAN BRUNO, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, ON AUGUST 26, 1955, IN BOOK 43 OF MAPS, AT PAGES 21 AND 22.

**PARCEL TWO:**

LOT 18, BLOCK 15, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "CRESTMoor PARK NO. 2, SAN BRUNO, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON AUGUST 26, 1956, IN BOOK 43 OF MAPS AT PAGE(S) 21 AND 22.

**PARCEL THREE:**

LOT 3, IN BLOCK 40 AS SHOWN ON THAT CERTAIN MAP ENTITLED "CRESTMoor PARK NO. 7," WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JULY 2, 1958, IN BOOK 49 OF MAPS AT PAGE 19.

APN: 019-023-340 (Affects Parcel One)

019-014-180 (Affects Parcel Two)

019-043-500 (Affects Parcel Three)

JPN: 019-002-023-25A (Affects Parcel One)

019-001-014-18A (Affects Parcel Two)

019-004-043-02A (Affects Parcel Three)

EXHIBIT B-2

**LEGAL DESCRIPTION OF THE PG&E PARCELS**

*[to be inserted]*

Real Property in the City of San Bruno, County of San Mateo, State of California, legally described as follows:

### LEGAL DESCRIPTION

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

PARCEL A:

LOT 1-A, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED "PARCEL MAP (MUN. CODE SEC. 12.52) BEING A LOT LINE ADJUSTMENT OF LOT 1, BLOCK 40, CRESTMOOR PARK #7, AND LOTS 21A AND 40, CRESTMOOR HIGHLANDS #1, CITY OF SAN BRUNO, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JULY 31ST, 1984 IN VOLUME 54 OF PARCEL MAPS, AT PAGE 79.

PARCEL B:

LOT 4, BLOCK 40, AS DESIGNATED ON THE MAP ENTITLED "CRESTMOOR PARK NO. 7, SAN BRUNO, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JULY 2, 1958 IN BOOK 49 OF MAPS AT PAGES 19 AND 20.

PARCEL C:

LOT 17, BLOCK 15 AS DESIGNATED ON THE MAP ENTITLED "CRESTMOOR PARK NO. 2 SAN BRUNO, CALIFORNIA" WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON AUGUST 26, 1955 IN BOOK 43 OF MAPS AT 21 AND 22.

PARCEL D:

LOT 30, BLOCK 18, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "CRESTMOOR PARK NO. 7, SAN BRUNO, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JULY 2, 1958 IN BOOK 49 OF MAPS, AT PAGES 19 AND 20.

PARCEL E:

LOT 15 IN BLOCK 15 AS SHOWN ON THAT CERTAIN MAP ENTITLED "CRESTMOOR PARK NO. 2 SAN BRUNO CALIFORNIA," FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON AUGUST 26, 1955 IN BOOK 43 OF MAPS AT PAGES 21 AND 22.

PARCEL F:

LOT 28, IN BLOCK 14, AS SHOWN ON THAT CERTAIN MAP ENTITLED "CRESTMOOR PARK NO. 2, SAN BRUNO, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, ON AUGUST 26, 1955, IN BOOK 43 OF MAPS, AT PAGES 21 AND 22.

PARCEL G:

LOT 8, BLOCK 14, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED "CRESTMOOR PARK NO. 2, SAN BRUNO, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 26TH, 1955 IN BOOK 43 OF MAPS, AT PAGES 21 AND 22.

APN: 019-043-460 (Affects Parcel A)

019-043-010 (Affects Parcel B)

019-014-170 (Affects Parcel C)

019-041-030 (Affects Parcel D)  
019-014-150 (Affects Parcel E)  
019-023-280 (Affects Parcel F)  
019-023-080 (Affects Parcel G)

JPN: 019-004-043-04A (Affects Parcel A)  
019-004-043-01A (Affects Parcel B)  
019-001-014-17A (Affects Parcel C)  
019-004-041-03A (Affects Parcel D)  
019-001-014-15A (Affects Parcel E)  
019-002-023-28A (Affects Parcel F)  
019-002-023-08A (Affects Parcel G)

EXHIBIT C

**DEVELOPMENT STANDARDS**

Developer shall comply with the development standards outlined in the City's "Request for Proposal (RFP) for Construction of Single Family Homes – Crestmoor Neighborhood," released August 21, 2013.



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** January 13, 2015

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Harry Burrowes, Project Manager – Crestmoor Reconstruction

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Execute a Construction Contract for the Crestmoor (Glenview) Neighborhood Reconstruction – Utility Sanitary Sewer Lateral Replacement Project with JMB Construction, Inc. in the Amount of \$ 1,216,180 and Approving a Construction Budget of \$1,816,376

**BACKGROUND:**

On October 22, 2013, the City Council approved an upper sewer lateral replacement program for the Crestmoor neighborhood. The program provided three options for the homeowners in the neighborhood: the owner could replace their upper lateral and receive reimbursement from the City; the owner could choose to have the City perform the work at no cost to the owner; or, the owner could elect to not replace their upper lateral. As a first step to implement the program, questionnaires were sent to the entire neighborhood to gauge the owner's interest in participating in the program. On April 27, 2014, the City Council provided further direction to staff regarding implementation and guidelines for the lateral replacement program in response to the interest of many of the owners in the neighborhood to have the City perform the work. Staff prepared a bid package for the work to be done by the City, the project was advertised, and bids accepted for this work and staff is seeking authorization to award a construction contract to the low bidder.

**DISCUSSION:**

The sanitary sewer lateral program allows for eligible homeowners who have replaced their upper lateral since September 10, 2011 to be reimbursed for this work. Additionally, any owner may elect to have their lateral replaced either by the City at no cost or by hiring a private contractor and seeking reimbursement. In addition to the initial questionnaires, staff has performed extensive follow-up and outreach to property owners to determine whether and how each owner wants to proceed with replacement of their sewer lateral. The current status is as follows:

Total homes in neighborhood	<b>373</b>
Have replaced upper lateral and have submitted for reimbursement	36
Have chosen to replace lateral on own but not yet submitted for reimbursement	25
Have chosen the City to replace upper laterals	194

*10. a.*

Have elected to not replace their laterals	7
Still undecided	46
Not eligible for reimbursement	49
Non-responsive, requiring final follow up	17

At the time of the preparation of the bid package to replace the upper laterals, 163 homeowners had elected to have the City perform the work. In compliance with the State Contract Code and the City's local purchasing regulations, a Notice to Bidders for this project was posted on the City's website and advertised in the *San Mateo Daily Journal* newspaper on November 6 and November 13, 2014. A total of seventeen contractors and vendors attended the mandatory pre-bid meeting and a total of seven (7) bids were received and opened on December 4, 2014. The tabulation of bid results is as follows:

<u>No.</u>	<u>Contractor</u>	<u>Basis of Award</u>
1	K.J. Woods, Inc.	\$ 958,000.00
2	JMB Construction, Inc.	\$ 1,222,086.30
3	Cratus, Inc.	\$ 1,261,863.00
4	Bay Pacific Pipelines, Inc.	\$ 1,297,595.50
5	Darcy & Harty Construction, Inc.	\$ 1,304,478.00
6	Ranger Pipelines, Inc.	\$ 1,598,631.00
7	Stoloski & Gonzalez, Inc.	\$ 2,191,994.00
	<b>Engineer's Estimate</b>	<b>\$ 1,200,000.00</b>

The apparent low bidder at the bid opening was K.J Woods at \$958,000. However, a review of their bid proposal showed that they omitted bid prices for numerous items and thus their bid was deemed non-responsive. All of the other bids were reviewed and found to be responsive. The second lowest bid, for \$1,222,086.30, by JMB Construction was thus deemed to be lowest responsible bidder. Upon checking and tabulating JMB's bid, staff found minor math discrepancies in their unit price extensions. Several items were calculated in error and based upon their unit prices, the actual bid amount should have been \$1,216,179.30, an amount \$5,907.00 lower than their submitted bid. JMB was contacted and given the option of rescinding their bid but indicated to the City that they will honor the unit prices submitted. This complies with the Public Contract Code.

JMB's corrected bid is approximately 1.3% above the engineer's estimate. The City's bid process includes a requirement to submit separate qualifications to ensure the bidder is responsible to perform the work. The qualifications include submittal of recent history of safety violation, claims, litigation, resumes/experience of key personnel, and project references. City staff has reviewed JMB's qualification package and performed due diligence in anticipation of award of the contract.

In the absence of any bid irregularities and pursuant to the Public Contract Code, the City is required to award the contract to the lowest responsive and responsible bidder. Staff recommends that a contract be awarded to JMB for this project.

Additional Program Participation

At the time that the bid package was prepared, a total of 163 homeowners had elected to have the City perform the work. Since this time, thirty one (31) additional homeowners have expressed their interest in having the City perform the lateral replacement as well. Staff is performing one final outreach effort to the owners who have been to date unresponsive or undecided to inform them that the window for the City to perform the work was not indefinite. These residents could still elect to perform the work themselves and get reimbursed; however, this process will also need to be terminated at some point in the future as well.

Staff has performed quantity estimates for the additional 31 upper laterals and received a cost proposal from JMB in the amount of \$208,578.00 to complete all of the laterals now identified by owners for the City to replace. Staff recommends that these additional upper laterals be added to JMB's contract as a change order at this agreed upon cost. Any additional owners wishing the City to perform the upper lateral installation, could also be added as a change order after an acceptable negotiated price has been reached with the Contractor.

Construction Budget & Schedule

The recommended construction budget of \$1,800,465 includes the above costs for the additional 31 laterals, a construction contingency, as well as other construction contract related costs:

Adjusted Bid Amount	\$ 1,216,180
Additional 31 Upper Laterals	\$ 208,578
Construction Contingency (10%)	\$ 121,618
Contract & City Administration, Inspection, Testing	\$ 270,000
Total Recommended Construction Budget	\$ 1,816,376

These costs include construction inspection and observation, contract administration, soil compaction testing, submittal review, City Building Department permit inspection, and other tasks as required in overseeing and administering the construction contract. The contract administration costs reflect actual estimated work and reflect an appropriate effort given the heightened sensitivity required for this neighborhood.

The contract allows 110 working days to complete the construction of the original 163 upper laterals. Construction of the additional 31 laterals, if approved, will take an additional 24 days. If the City Council approves award of the contract, construction will commence in approximately 30 days and should be completed in June 2015 depending upon the contractor's scheduling and any weather delays. Ongoing outreach to the community will be performed throughout the entirety of the construction contract. The Phase IV project, that will include the road, sidewalk, and streetlight replacement is planned to commence in mid-April 2015 and there will be some incidental overlap between the two contracts.

**FISCAL IMPACT:**

The cost for this construction contract and other associated costs will be covered through the City's Trust Agreement funded by PG&E.

**ALTERNATIVES:**

1. Do not award the contract to JMB Construction for the Lateral Replacement Project and do not construct the utility replacement improvements. This will not further the City's commitment to complete this work as part of the reconstruction of the Crestmoor Neighborhood.
2. Reject all bids and rebid the project in smaller discreet packages to allow multiple contractors to perform the work. This will require a great deal more contract administration and construction management effort to manage multiple public contracts and will delay replacement of sewer laterals.

**RECOMMENDATION:**

Adopt Resolution Authorizing the City Manager to Execute a Construction Contract for the Crestmoor (Glenview) Neighborhood Reconstruction – Utility Sanitary Sewer Lateral Replacement Project with JMB Construction, Inc. in the Amount of \$1,216,180 and Approving a Construction Budget of \$1,816,376

**DISTRIBUTION:**

None

**ATTACHMENTS:**

1. Resolution

**DATE PREPARED:**

December 31, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

RESOLUTION NO. 2015 - \_\_\_\_\_

**AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE CRESTMOOR (GLENVIEW) NEIGHBORHOOD RECONSTRUCTION – UPPER SANITARY SEWER LATERAL REPLACEMENT PROJECT WITH JMB CONSTRUCTION, INC. IN THE AMOUNT OF \$1,216,180 AND APPROVING A CONSTRUCTION BUDGET OF \$1,816,376**

**WHEREAS**, the September 9, 2010 Glenview fire caused significant damage to the public infrastructure in the Crestmoor (Glenview) neighborhood; and

**WHEREAS**, the repair and upgrade of infrastructure is necessary to facilitate and support the rebuilding and occupancy of homes within the Crestmoor neighborhood; and

**WHEREAS**, the sewer system replacement involves the construction of new sewer mains and lower laterals within the public streets, and

**WHEREAS**, on August 27, 2013, the City Council approved a program to reimburse and/or pay for the cost of private upper lateral replacement for certain homeowners within the Crestmoor (Glenview) neighborhood, and

**WHEREAS**, the City has determined that 194 owners currently wish to have the City perform the upper lateral replacement, and

**WHEREAS**, additional homeowners in the neighborhood may elect to have the City perform the work in the future, and

**WHEREAS**, the City advertised the Crestmoor (Glenview) Neighborhood Upper Sanitary Sewer Lateral Replacement Project for bids in compliance with State Contract Code, and local purchasing regulations and received six sealed bids; and

**WHEREAS**, JMB Construction, Inc. submitted the lowest basis of award bid in the amount of \$1,216,180 and was determined to be the lowest cost, responsive and responsible bidder; and

**WHEREAS**, JMB Construction, Inc. has satisfactorily completed similar utility improvement projects, and has a valid contractor's license required to perform the scope of work of this project; and

**WHEREAS**, a construction budget of \$1,800,465 has been established to cover the cost of construction, contingencies, and contract and City administration and inspection; and

**WHEREAS**, the all costs associated with this contract for repair and replacement of City property and infrastructure will be covered through the City's Trust Fund for the Crestmoor Neighborhood Reconstruction.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes the City Manager to Execute a Construction Contract for the Crestmoor (Glenview) Neighborhood Reconstruction – Upper Sanitary Sewer Lateral Replacement Project with JMB Construction, Inc. in the Amount of \$1,216,180 and approves a Construction Budget of \$1,816,376

—oOo—

I hereby certify the foregoing Resolution No. 2015-  
was introduced and adopted by the San Bruno City Council  
at a regular meeting on January 13, 2015 by the following vote:

AYES:

NOES:

ABSENT:

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City Clerk



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** January 13, 2015

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Ray Razavi, Acting Public Services Director

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Execute an Amendment to the Contract with West Yost Associates for Construction Management and Inspection Services for the Water Pump Station No. 4 (College) Project In the Amount of \$29,633

### **BACKGROUND:**

Water Pump Station No. 4 is located in the northwest corner at College Drive and Skyline Boulevard (SR 35). It is the sole pump station providing water to Pressure Zone 11, which includes Skyline College and the surrounding neighborhoods. The new Pump Station No. 4 project is the second most critical water system improvement required as determined by the Water Master Plan and is being reconstructed at the southwest corner of the intersection of College Drive and Skyline Boulevard.

On September 23, 2014, the City Council authorized the execution of a Professional Services Agreement with West Yost Associates for construction management and inspection of this project for \$169,965. Construction is in its final stage to complete the station and start the operation.

### **DISCUSSION:**

During construction, unforeseen changes resulted in a time extension to the construction contract. The proposed contract amendment will increase the cost for construction management and inspection in the amount of \$29,633.

The design of the electrical service connection as included in the bid documents was shown to be overhead. However, PG&E's design that was received after the start of construction showed an underground service in order to provide a more reliable service feed because of corrosion issues in the area due to constant foggy weather. Additional time was needed to plan and construct the proposed trenchless underground crossing of Skyline Boulevard which included obtaining a permit from CalTrans and coordinating with the private property owner at the southeast corner of Skyline Boulevard and Berkshire Drive.

Another cause for delay was that the City also requested a 30-day test period be added to the contract so that the new station would be operating correctly prior to the City taking ownership.

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The scope of work for construction management and inspection would be a continuation of the previous scope. Additional progress meetings with the contractor and the City, field inspection and coordination with the contractor, and processing of requests for information (RFI's) and submittal reviews is included as part of the continuation work. No further amendments to the West Yost contract are anticipated.

This is a specialized project which requires a high level of technical expertise in mechanical, electrical, structural and potable water systems construction inspection. Staff inspectors do not have the specialized experience inspecting construction of water pump stations needed for this project.

**FISCAL IMPACT:**

The total lump sum cost for the additional consultant services is \$29,633.

Item	Amount
• Original Contract amount	\$169,965
• Proposed Amendment No. 1	\$ 29,633
Total Contract Amount	\$199,598

All projects costs will be funded from the Water Enterprise Fund.

**ALTERNATIVES:**

1. Do not approve the contract amendment with West Yost Associates and select a new construction management consultant.
2. Do not approve the contract amendment with West Yost Associates and have City staff assume construction management and inspection responsibilities.

**RECOMMENDATION:**

Adopt resolution authorizing the City Manager to execute an amendment to the contract with West Yost Associates for construction management and inspection services for the Water Pump Station No. 4 (College) Project in the amount of \$29,633.

**DISTRIBUTION:**

None.

**ATTACHMENTS:**

1. Resolution

**DATE PREPARED:**

December 22, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

RESOLUTION NO. 2015-\_\_\_

**RESOLUTION AUTHORIZING THE CITYMANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH WEST YOST ASSOCIATES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WATER PUMP STATION NO. 4 (COLLEGE) PROJECT IN THE AMOUNT OF \$29,633**

**WHEREAS**, the San Bruno Water System Master Plan Update dated July 2001 calls for the rehabilitation or replacement of four of the eight existing water pumping stations; and

**WHEREAS**, on September 23, 2014, the City Council approved a professional services agreement with West Yost Associates for the construction management and inspection services for the Water Pump Station No. 4 (College) Project in the amount of \$169,965; and,

**WHEREAS**, the City has negotiated an additional Scope of Services with West Yost Associated in the amount of \$29,633 for construction related engineering services; and

**WHEREAS**, the proposed cost has been determined to be reasonable and necessary, and sufficient funds are available for the proposed amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the San Bruno City Council that the City Manager is hereby authorized to execute an amendment to the contract with West Yost Associates for construction management and inspection services for the Water Pump Station No. 4 (College) Project in the amount of \$29,633.

Dated: January 13, 2015

ATTEST:

\_\_\_\_\_  
Carol Bonner, City Clerk

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I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 13th day of January 2015 by the following vote:

AYES: Councilmembers: \_\_\_\_\_

NOES: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_