



**“The City With a Heart”**

Jim Ruane, Mayor  
Marty Medina, Vice Mayor  
Ken Ibarra, Councilmember  
Rico E. Medina, Councilmember  
Irene O’Connell, Councilmember

## **AGENDA - SPECIAL MEETING – AMENDED (TIME CHANGE)**

### **SAN BRUNO CITY COUNCIL**

**September 13, 2016**

**6:30 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.

**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:**

Closed Session, Conference With Legal Counsel, Anticipated Litigation, Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): One Case

**5. ADJOURNMENT:**

The next regular City Council Meeting will be held on September 13, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

**Posted Pursuant to Law 09/09/16**



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## **AGENDA**

### **SAN BRUNO CITY COUNCIL**

**September 13, 2016**

**7:00 p.m.**

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- 1. CALL TO ORDER:**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE:**
- 3. ANNOUNCEMENTS:**
- 4. PRESENTATIONS:**
  - a. Receive Presentation from the 2016 San Bruno Sister City Student Exchange Delegation to Narita, Japan.
  - b. Receive Presentation from the City Clerk on Vacancies and Expired Terms on the City's Boards, Commissions and Committees. All residents are invited to apply no later than Friday, September 23.
- 5. REVIEW OF AGENDA:**
- 6. APPROVAL OF MINUTES** Special Council Meetings of July 27 and August 23, 2016 and Regular Council Meeting of August 23, 2016.
- 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.
  - a. **Approve:** Accounts Payable of August 15 and 22 and 29 and September 6, 2016.
  - b. **Approve:** Payroll of August 26, 2016.
  - c. **Accept:** Reconciliation of General Ledger to Bank Reports and Investment Reports Dated July, 2016.
  - d. **Waive:** Second Reading and Adopt Ordinance Amending Municipal Code Chapter 6.50 Changing the Hours of Sale and Use of Safe and Sane Fireworks.
  - e. **Adopt:** Resolution Accepting the Crestmoor Neighborhood Streetlights Electrical Wire Replacement Project as Complete, Authorizing the Filing of a Notice of Completion with the San Mateo County Recorder's Office, and Authorizing Release of the Construction Contract Retention in the Amount of \$13,773.

- f. **Adopt:** Resolution Authorizing the City Manager to Execute an Improvement Agreement, a Maintenance Agreement and a Stormwater Treatment Measures Maintenance Agreement for the Medical/Office Development at 841 San Bruno Avenue.
- g. **Adopt:** Resolution Authorizing Purchase of Cable Television Equipment in the Amount of \$34,030 to Add High Capacity Switches to the Cable Data Network and Appropriating \$34,030 from the Cable Fund.

**8. PUBLIC HEARING:**

Waive First Reading and Adopt Ordinance Amending and Replacing Chapter 12.230 Establishing an Affordable Housing Program and Affordable Housing Impact Fees, to Title 12 (Land Use) of the San Bruno Municipal Code; and a Resolution Establishing Affordable Housing Impact Fees for Residential and Nonresidential Development Projects.

- 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 agendaized pursuant to State Law.

**10. CONDUCT OF BUSINESS:**

- a. Accept Resignation of San Bruno Community Foundation Board Director and Consider Appointment of Director to Fill Vacancy.
- b. Adopt Resolution Authorizing the City Manager to Execute a Construction Contract with Anderson Pacific Engineering Construction, Inc. for the Spyglass Pump Station and Force Main Rehabilitation Project in the Amount of \$2,223,930, Approving a Construction Contingency of \$350,000, Appropriating an Additional \$300,000 from the Wastewater Capital Fund, and Approving a Total Budget in the Amount of \$2,888,860.
- c. Adopt Resolution Authorizing the City Manager to Execute a Construction Contract with JMB Construction, Inc. for the Masson and Easton Culvert Repair Project in the Amount of \$597,000, Approving a Construction Contingency of \$90,000, Approving a Total Budget in the Amount of \$837,000, and Appropriating an Additional \$469,000 from the General Fund Capital Reserve Fund.

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

**12. COMMENTS FROM COUNCIL MEMBERS:**

**13. CLOSED SESSION:**

**14. ADJOURNMENT:**

The next regular City Council Meeting will be held on September 27, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.



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## **MINUTES – SPECIAL STUDY SESSION**

### **SAN BRUNO CITY COUNCIL**

**July 27, 2016**

**6:00 p.m.**

**1. CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on July 27, 2016 at San Bruno’s City Hall, 567 El Camino Real, Room 115, San Bruno, CA. The Council meeting was called to order at 6:00 p.m.

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

Presiding was Mayor Ruane, Vice Mayor Marty Medina, Councilmembers Ibarra, Rico Medina and O’Connell. Recording by City Clerk Bonner.

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

**4. CONDUCT OF BUSINESS:**

**Mayor Ruane** said they would Conduct a Study Session for City Council Discussion on Goals and City Work Program for 2016-17.

During this meeting sub-committees were appointed to look into the sewer lateral program and the downtown corridor. Many of the topics were not discussed and it was decided they would meet again.

**5. ADJOURNMENT:**

**Mayor Ruane** closed the meeting at 8:30 p.m. The next regular City Council Meeting will be held on August 23, 2016 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  
September 13, 2016

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Carol Bonner, City Clerk

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Jim Ruane, Mayor



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## **MINUTES – CLOSED SESSION**

### **SAN BRUNO CITY COUNCIL**

**August 23, 2016**

**6:00 p.m.**

**1. CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on August 23, 2016 at San Bruno’s Senior Center, 1555 Crystal Springs Road, San Bruno, CA. The Council meeting was called to order at 6:00 p.m.

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

Presiding was Mayor Ruane, Vice Mayor Marty Medina, Councilmembers Ibarra, Rico Medina and O’Connell. Recording by City Clerk Bonner.

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

**4. CLOSED SESSION:**

**Mayor Ruane** said they will be going into closed conference with no reportable action.

Conference with Legal Counsel, Pending Litigation Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Workers’ Compensation Appeals Board Cases: ADJ10053872, ADJ10054522, ADJ10194891, and ADJ10053871.

**5. ADJOURNMENT:**

The next regular City Council Meeting will be held on August 23, 2016 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  
September 13, 2016

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Carol Bonner, City Clerk

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Jim Ruane, Mayor



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## MINUTES SAN BRUNO CITY COUNCIL

August 23, 2016

7:00 p.m.

1. **CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on August 23, 2016 at San Bruno's Senior Center, 1555 Crystal Springs Road, San Bruno, CA. The Council meeting was called to order at 7:04 p.m. **Mayor Ruane** thanked the garden club for the flower arrangement.

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

Presiding was Mayor Ruane, Vice Mayor Marty Medina, Councilmembers Ibarra, Rico Medina and O'Connell. **Community Development Director David Woltering** led the pledge of allegiance. Recording by City Clerk Bonner.

3. **ANNOUNCEMENTS:** None.

4. **PRESENTATIONS:**

**Mayor Ruane** said they will receive an Update from Seth Miller, League of California Cities, Public Affairs Regional Representative on League Initiatives and Legislative Advocacy. He gave background on the League, their accomplishments and goals.

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

6. **APPROVAL OF MINUTES:** Special Closed Session Council Meeting of June 28 and Special Council Meeting of July 12, 2016 and Regular Council Meeting of July 26, 2016, approved as submitted.

7. **CONSENT CALENDAR:**

a. **Approve:** Accounts Payable of July 25 and August 1 and 8, 2016.

b. **Approve:** Payroll of July 29 and August 12, 2016.

c. **Accept:** Reconciliation of General Ledger to Bank Reports and Investment Reports Dated June, 2016.

d. **Adopt:** Resolution Accepting the Tank No. 3 (Glenview) Replacement Project as Complete, Authorizing the Filing of a Notice of Completion with the San Mateo County Recorder's Office, and Authorizing Release of the Construction Contract Retention in the Amount of \$222,483.

e. **Appoint:** Councilmember O'Connell as the Voting Delegate for the Annual League of California Cities Conference October 5-7 in Long Beach, CA.

f. **Adopt:** Resolution Approving Expenditure of \$95,133 to Complete the Residual Control System and Tank Mixer Water Equipment Purchase and Authorizing an Additional Appropriation of \$62,133 from the Water Fund.

g. **Approve:** Letter of Support for Senate Bill 1298, Sustainable Funding for Stormwater Projects, Introduced by Senator Robert M. Hertzberg.

**Vice Mayor Marty Medina** pulled Item 7.f.

**Councilmember Rico Medina** pulled Item 7.d.

**M/S Rico Medina/O’Connell** to approve the balance of the Consent Calendar and passed with all ayes.

Regarding Item 7.d., **Councilmember Rico Medina** thanked staff for completing the project under budget.

**M/S Rico Medina/O’Connell** to approve Item 7.d. and passed with all ayes.

Regarding Item 7.f. **Vice Mayor Medina** asked for more detail on this item. **City Manager Jackson** said the issue in front of the City Council is authorization for an expenditure in the total amount of \$246,000 for a project for the procurement of equipment to service our water tanks. There was a City Council action in September of 2015 that authorized a \$181,000 expenditure for that equipment. The equipment was ordered/installed/needed/currently in operation. The \$62,000 exceeded the budget as well as the Council’s \$181,000 expenditure authority. The City’s purchasing policy includes multiple levels of authorization for approval of expenditures up and to the City Council. Given the fact the cost of these items exceeded that which was authorized by the City Council for evaluation, it is staff’s intent to ensure that our employees are not only well informed but are properly adhering to those policy and procedures.

**Councilmember Rico Medina** said the invoice needed to be honored. He said going forward how will the appropriate authorization methods come back so Council knows going forward an item like this might not appear before us. **City Manager Jackson** said the process is ongoing and she would be happy to provide information to the City Council at a later point when they have more information to report.

**M/S O’Connell/Ibarra** to approve Item 7.f. and passed with all ayes.

## 8. PUBLIC HEARING:

Hold Public Hearing, Waive First Reading, and Introduce Ordinance Amending Municipal Code Chapter 6.50 Changing the Hours of Sale and Use of Safe and Sane Fireworks.

**City Attorney Zafferano** gave an overview of the staff report and asked for questions.

**City Attorney Zafferano** went down the list:

*Regarding sales:*

June 28 start at Noon and end at 8:00 p.m.

June 29 – July 3 – start at 10:00 a.m. go to 8:00 p.m.

July 4 - start at 10:00 a.m. and go to 7:00 p.m.

*Regarding use:*

June 28 – July 3 – noon to 9:00 p.m.

July 4 – irrespective of the day, firework’s use will be from noon to 11:00 p.m.

**Mayor Ruane** opened the public hearing.

**Lynn Berliner, San Bruno Youth Baseball** said cutting the hours will hurt them and asked it be opened until 9:00 p.m. every night.

**Steve Harden, American Legion** echoed Mr. Berliner’s comments and said he doesn’t want the hours to sell to be cut.

**M/S Ibarra/Rico Medina** to close the Public Hearing.

**Councilmember Ibarra** suggested the hours of operation should be posted visibly on the booths.

**Vice Mayor Marty Medina** said he had lots of complaints about the noise. He said he was in favor in reduction of lighting off the fireworks.

**Councilmember O’Connell** said at the last meeting use and sales were discussed. She said this was the best effort they could do.

**Councilmember Rico Medina** said the ordinance states sales would go to 7:00 on the 4<sup>th</sup> and he said we could compromise and go to 8:00 on July 4.

**Mayor Ruane** said the modification proposed is acceptable and he wished it was stronger. He said he supported the City Attorney’s proposed changes to the ordinance.

**Councilmember Ibarra** asked for the reasoning to close at 7:00 p.m. **City Attorney Zafferano** concurred, adding it was only on the 4<sup>th</sup> of July.

**M/S Ibarra/Rico Medina** to make the sales on July 4<sup>th</sup> go from 10 a.m. to 8 p.m. and passed by four, one no, Mayor Ruane.

**M/S Ibarra/Rico Medina** to waive the first reading and passed with all ayes.

**Councilmember Ibarra** introduced the resolution with the change for adoption and passed with four ayes and one no, Mayor Ruane.

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

**Andre Caphue, 64 Ocean, Emeryville** shared his thoughts on the condition of the collapse of gas pipe in the Glenview/Crestmoor area.

**Britto Vincent, State Farm**, a tenant who has an office on El Camino Real asked if the tenants could be given permits to park.

**Joan Evans, Terrace Ave.** talked about the NextDoor application on the internet. She said this site was posting the names of the people who were arrested and she felt it was not right to publicly shame people. This issue has now been resolved and only the circumstances of the arrest are posted on NextDoor.

**Police Chief Barberini** said social media is an effort to direct folks to the police department’s web page. He said they continue to include the names of arrestees in those press releases that are listed on the police’s web page. There is a requirement by California Government Code Section 6264 that requires that arresting agencies provide the full name and occupation, description, date of birth, color of eyes, hair, size, weight, time and date of arrest, date of booking, location of the arrest, circumstances surrounding the arrest, the amount of bail set, time and manner of release or location where the individual is currently being held and all charges the individual is being held on.

**Ryan Mrsny, Kains Ave.** talked about an accident on Susan Dr. that occurred between a motorcycle and an auto on April 26, 2014 and an ensuing lawsuit that was lost by the City of San Bruno. He commented the public was not informed of the settlement nor have the dangers been rectified. He said safety issues exist throughout the City.

**City Attorney Zafferano** said there are no codes to make Cities have red curbs. He said the City is re-evaluating areas around Skyline Blvd. and elsewhere throughout the City to address line of sight issues and other potential safety issues.

**Councilmember O’Connell** said there was a misleading statement made referencing the City Manager not doing anything. Just because it is not on Nextdoor, the City Manager is deeply concerned with traffic issues and has directed her staff to scrutinize everything the Traffic and Safety Commission does so we can have the safest City we can possibly have.

#### **10. CONDUCT OF BUSINESS:**

a. Receive Report on the Appeal of FEMA San Francisco Bay Coastal Study Results for the City of San Bruno.

**Public Services Director Tan** gave a powerpoint overview of the staff report and asked for questions.

**Councilmembers Ibarra and Rico Medina** thanked staff for doing this.

b. Receive Report and Provide Direction Regarding Ordinance Regulating Exposure to Second hand Smoke.

**City Attorney Zafferano** gave an overview of the staff report. Highlights of smoking would be prohibited in individual units of multi-residential units, public places, parks, service areas, bus stops, outdoor places of employment.

**Councilmember Ibarra** said it is becoming more unacceptable to be impacted by secondhand smoke. Facilities provide an adequate outdoor area for smokers.

**Vice Mayor Marty Medina** said when stories are told about the impact from the next door neighbor who smokes, he said it is gut-wrenching.

**Councilmember Rico Medina** said good education and outreach explanation needs to be done. He said the language needs to be easy to understand.

**Karen, San Mateo County Tobacco Education Coalition** commended the City Attorney for his extensive work on this issue. She talked about the cumbersome process for HOA’s. She talked about what has been happening around the policy issues.

**Shaaunda Scruggs, Director of Tobacco Prevention for San Mateo County** said she provided an updated copy of the matrix listing all the policies throughout the County as well as the State’s indoor air quality laws related to tobacco use. She said the County does serve as the first line for the cities and residents are encouraged to file complaints through their office.

**Mayor Ruane** said implementation followed by education.

**City Attorney Zafferano** said they would bring it back to Council.

c. Adopt Resolution Authorizing the City Manager to Execute a Construction Contract for the Crestmoor Neighborhood Reconstruction – Crestmoor Canyon Retaining Wall with Casey Construction, Inc in the Amount of \$31,900 and Approving a Construction Budget of \$35,000.

**Project Manager Harry Burrows** gave an overview of the staff report and asked for questions.

**Councilmember Rico Medina** said should funds come out of capital reserves of the trust. **City Manager Jackson** said it is at the discretion of the City Council.

**Vice Mayor Marty Medina** said this has been an ongoing issue. He felt the City should be responsible but it should not come out of the rebuild fund.

**Councilmember O’Connell** introduced the resolution with three ayes, Councilmembers O’Connell and Ibarra and Mayor Ruane and two nos, Councilmember Rico Medina and Vice Mayor

**Marty Medina.** Councilmember Rico Medina noted for the record it was about where the funds are coming from that made him vote against this.

d. Adopt Resolution Authorizing the City Manager to Execute a Consultant Services Agreement with ARG Conservation Services, Inc. (ARG/CS) to Remove, Transport, Fumigate and Treat the Hand Carved Wooden Tableau at 324 Florida Avenue in the Amount of \$53,944; Approving a Contingency of \$8,091; and Appropriating \$12,035 from the General Fund Capital Reserve Fund.

**Vice Mayor Marty Medina** recused himself from this item because of his proximity to the property.

**Community Development Director Woltering** gave an overview of the staff report and asked for questions.

**Councilmember Ibarra** said if nothing is done it could deteriorate. **Woltering** concurred.

**Councilmember Rico Medina** said the \$50,000 is allocated out of the City Art Fund. **Woltering** concurred. **Councilmember Rico Medina** said that has not been brought before the Culture and Arts Commission. **City Manager Jackson** concurred. He expressed his concern about where the piece would be stored as well as notification to the Committee funding it.

**Woltering** said the City Park Corp Yard is where the piece will be stored

**Councilmember O’Connell** said if it isn’t done it gets destroyed.

**Councilmember O’Connell** introduced the resolution for adoption and passed with four votes. **Vice Mayor Marty Medina** recused.

e. Adopt Resolution Authorizing the City Manager to Execute a Contract with Schaaf & Wheeler for Design of the Crestmoor and Lomita Pump Stations and Force Main Replacement Project in an Amount not to Exceed \$362,748.

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

**Councilmember Ibarra** asked if these were done separately it would have been at \$300,000 each. **Tan** concurred.

**Councilmember O’Connell** asked if the bio thing will be put in.

**Vice Mayor Marty Medina** what part of force main from where to where?

**Councilmember Ibarra** introduced the resolution for adoption and passed with a unanimous vote.

f. Adopt Resolution Authorizing the City Manager to Execute an Agreement with Economic & Planning Systems, Inc. (EPS) for the Preparation of a Development Impact Fee Study in the amount of \$63,735 and Re-Appropriating a Carryover of \$100,000 from the FY 2015-16 Budget.

g. Adopt Resolution Authorizing the City Manager to Execute an Agreement with Willdan Financial Services for the Preparation of a Comprehensive Cost of Service Study and Cost Allocation Plan in the total amount of \$35,795.

**Finance Director Kraecht** gave an overview of both Items f. and g. and asked for questions.

**Councilmember Ibarra** asked about the cost allocation study how will that proceed. **Kraecht** said the cost allocation plan comes first and then it is anticipated there will be several meetings with staff and set-up some study sessions in order to get input from Council.

**Councilmember Ibarra** asked what the term linkage fee is. **Michael Nimon, EPS** said the linkage fee is a synonym for the development impact fees based on the State Section AB1600 which requires setting a nexus and there has to be a relationship between the rate of the new development and the cost that it creates.

**Councilmember Ibarra** introduced the resolution authorizing an agreement with Economic & Planning Systems, Inc. and passed with a unanimous vote.

**Councilmember Ibarra** introduced the resolution authorizing an agreement with Willdan Financial Services and passed with a unanimous vote.

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

**12. COMMENTS FROM COUNCIL MEMBERS:**

**Councilmember O’Connell** said they will be holding their own coastal clean-up, meeting at Posy Park on September 17 at 9:00 a.m. Equipment as well as donuts will be provided.

**13. CLOSED SESSION:**

**14. ADJOURNMENT:**

**Mayor Ruane** closed the meeting at 9:13 p.m. in memory of Mary Griffin, former Millbrae Councilwoman and County Supervisor and on September 9<sup>th</sup>, it will be the sixth anniversary of the Crestmoor/Glenview fire. The neighborhood favored waiting for a anniversary remembrance until next year when the majority of the work in the area will be done. He said this meeting will be closed with a moment of silence in memory of Lavonne, Greg, William, James, Jacqueline, Janessa, Jessica and Elizabeth. The next regular City Council Meeting will be held on September 13, 2016 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  
September 13, 2016

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Carol Bonner, City Clerk

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Jim Ruane, Mayor

09/06/16

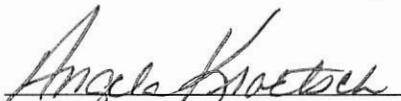
CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$167,295.06
132	AGENCY ON AGING	\$2,624.02
133	RESTRICTED DONATIONS	\$1,021.33
190	DISASTER RECOVERY FUND	\$3,518.09
611	WATER FUND	\$27,170.72
621	STORMWATER FUND	\$1,337.19
631	WASTEWATER FUND	\$15,914.30
641	CABLE TV FUND	\$63,872.28
701	CENTRAL GARAGE	\$2,960.82
702	FACILITY MAINT. FUND	\$10,600.76
707	TECHNOLOGY DEVELOPMENT	\$784.98
711	SELF INSURANCE	\$20,000.00
TOTAL FOR APPROVAL		\$317,099.55

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 163888 THROUGH 164024 INCLUSIVE, TOTALING IN THE AMOUNT OF \$317,099.55 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      9-7-16  
DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0104680 ACCESS 24 COMMUNICATIONS INC.	163888	9/6/2016	442.25
0000858 ADECCO EMPLOYMENT SERVICES	163889	9/6/2016	3,236.40
0018601 ADVANCED MEDIA TECH., INC.	163890	9/6/2016	33,894.65
0000163 AIRPORT AUTO PARTS INC.	163891	9/6/2016	75.90
0095130 ALAMEDA COUNTY SHERIFF'S DEPT.	163892	9/6/2016	1,100.00
0018611 ALL INDUSTRIAL ELECTRIC SUPPLY	163893	9/6/2016	48.69
0096700 ANDY'S WHEELS & TIRES	163894	9/6/2016	447.42
0106370 ANGEL CARPIO	163910	9/6/2016	1,300.00
0001965 ARISTA BUSINESS	163895	9/6/2016	446.58
0014617 AT&T	163897	9/6/2016	13.42
0017191 AT&T	163898	9/6/2016	856.73
0000345 BAKER & TAYLOR BOOKS	163899	9/6/2016	4,109.11
0018653 BAY AREA BARRICADE SVC., INC.	163900	9/6/2016	1,421.36
0017361 BOETHING TREELAND FARMS, INC.	163903	9/6/2016	267.05
0105908 BRANDON COLAR	163915	9/6/2016	200.00
0000378 BROADMOOR LANDSCAPE SUPPLY	163904	9/6/2016	1,323.13
0000098 BRODART CO.	163905	9/6/2016	26.71
0017331 BUDCO INC.	163906	9/6/2016	695.27
0092200 CA. POLICE CHIEFS ASSOCIATION	163907	9/6/2016	525.00
0014739 CAL-STEAM	163908	9/6/2016	68.11
0104049 CAROL COSTAKIS	163917	9/6/2016	285.35
0106246 CATHOLIC CHARITIES	163911	9/6/2016	2,010.00
0017679 CDW GOVERNMENT, INC	163912	9/6/2016	135.85
0103854 CHRISTINE HOPKINS	163940	9/6/2016	37.05
0016324 CINTAS CORPORATION	163914	9/6/2016	380.37
0014338 CREST/GOOD MANUFACTURING CO.	163918	9/6/2016	75.56
0105811 CSAC EXCESS INSURANCE AUTHORITY	163925	9/6/2016	13,194.73
0018188 DAU PRODUCTS	163919	9/6/2016	1,003.38
0101178 DISCOUNT PLUMBING	163920	9/6/2016	26,250.00
0106528 DRIFTWOOD LUMBER	163921	9/6/2016	159.24
0000073 ENGINEERING DATA SOFTWARE, INC	163923	9/6/2016	1,057.19
0104279 ERIN BECKETT	163902	9/6/2016	51.00
0106116 EVERBANK COMMERCIAL FINANCE, INC.	163916	9/6/2016	376.62
0000046 EWING IRRIGATION PRODUCTS INC	163924	9/6/2016	2,289.44
0100312 FENG K PLUMBING	163926	9/6/2016	1,010.00
0106508 FIRST BOOK NATIONAL BOOK BANK	163927	9/6/2016	256.50
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	163928	9/6/2016	610.29
0018117 FLYERS ENERGY, LLC	163929	9/6/2016	7,782.70
0014910 G & M AUTO BODY	163930	9/6/2016	1,614.19
0018272 GALE/CENGAGE LEARNING	163931	9/6/2016	65.76
0104135 GLOBAL TRACKING COMMUNICATIONS, INC.	164011	9/6/2016	24.99
0016154 GOETZ BROTHERS SPORTING GOODS	163932	9/6/2016	2,157.11
0000162 GRAINGER	163933	9/6/2016	4,881.07
0095966 GREATAMERICA FINANCIAL SVCS.	163934	9/6/2016	791.32
0106432 GURUS EDUCATION	163935	9/6/2016	878.15
0096837 GYM DOCTORS	163936	9/6/2016	125.00
0000385 HACH COMPANY	163937	9/6/2016	3,596.84
0106514 HARRY IMBODY	163942	9/6/2016	1,000.00
0017102 HITECH SYSTEMS INC	163938	9/6/2016	8,011.79
0105378 HOME MAID RAVIOLI COMPANY INC.	163939	9/6/2016	438.96
0106054 HULA HALA 'O MAKALAPUA	163941	9/6/2016	19.20
0015644 INDUSTRIAL WIPER & SUPPLY,INC.	163943	9/6/2016	351.50
0015531 INTERSTATE BATTERY SYS. OF SF	163944	9/6/2016	137.32

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0099967 JACQUELINE CAMPOS	163909	9/6/2016	240.00
0016347 JEFFREY MADONICH	163952	9/6/2016	286.00
0093434 JT2 INTEGRATED RESOURCES	163945	9/6/2016	20,000.00
0018050 KAISER FOUNDATION HEALTH PLAN	163946	9/6/2016	4,505.62
0000132 KELLY-MOORE PAINT CO INC.	163947	9/6/2016	159.75
0101866 KIDZ LOVE SOCCER	163948	9/6/2016	5,248.68
0000317 L.N. CURTIS & SONS	163949	9/6/2016	2,607.07
0103799 LDVALI LLC	163950	9/6/2016	166.40
0106342 LESLIE SALAZAR	163992	9/6/2016	48.00
0104424 LIDIA'S ITALIAN DELICACIES	163951	9/6/2016	1,855.00
0016034 LINDA RUSSELL	163991	9/6/2016	448.50
0100331 MA DEL ROSARIO RODRIGUEZ	163989	9/6/2016	1,035.00
0103091 MARY NUNNERY	163964	9/6/2016	150.00
0000389 MATRISHA PERSON	163979	9/6/2016	1,462.50
0106507 MAYNE TREE EXPERT COMPANY,INC.	163955	9/6/2016	160.00
0000027 MEYERS   NAVE PROFESSIONAL LAW	163956	9/6/2016	3,518.09
0092285 MICROMARKETING LLC	163957	9/6/2016	56.98
0016863 MIDWEST TAPE, LLC	163958	9/6/2016	295.17
0096800 MOBILE CALIBRATION SVCS. LLC	163959	9/6/2016	396.00
0000333 MOSS RUBBER & EQUIP. CORP.	163960	9/6/2016	270.09
0000357 NATIONAL CABLE TV CO-OP, INC.	163961	9/6/2016	866.46
0104535 NEZAT TRAINING AND CONSULTING	163962	9/6/2016	4,800.00
0105238 NORTHERN SERVICES INC.	163963	9/6/2016	764.50
0018157 OCLC INC	163965	9/6/2016	450.21
0092263 OFFICE DEPOT INC	163966	9/6/2016	872.57
0018284 OFFICEMAX INC.	163967	9/6/2016	68.89
0000210 OLE'S CARBURETOR &ELECTRIC INC	163968	9/6/2016	509.70
0018522 OLIVER C. CHIN	163913	9/6/2016	150.00
0097567 ONE HOUR DRY CLEANING	163969	9/6/2016	132.65
0001292 ORCHARD BUSINESS/SYNCB	163970	9/6/2016	663.41
0001292 ORCHARD BUSINESS/SYNCB	163971	9/6/2016	33.29
0018701 ORKIN PEST CONTROL	163972	9/6/2016	128.57
0104658 PACIFIC ACCESS	163973	9/6/2016	350.00
0000012 PACIFIC GAS & ELECTRIC	163974	9/6/2016	35,261.07
0000101 PACIFIC NURSERIES	163975	9/6/2016	601.42
0106110 PACIFIC OFFICE AUTOMATION	163976	9/6/2016	978.57
0106156 PENGUIN RANDOM HOUSE LLC	163977	9/6/2016	46.60
0001154 PENINSULA LIBRARY SYSTEM	163978	9/6/2016	17,643.65
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	164003	9/6/2016	660.00
0017235 PPC BROADBAND, INC.	163980	9/6/2016	2,474.49
0016770 PRAXAIR DISTRIBUTION INC -192	163981	9/6/2016	138.58
0105836 PRIMETIME PAPER & PROMOTIONS	163982	9/6/2016	277.95
0000071 R & B COMPANY	163984	9/6/2016	2,827.13
0105862 RAINBOW CHEFS, LLC	163985	9/6/2016	2,866.50
0017987 RISO, INC.	163988	9/6/2016	300.00
0100349 RODNEY MAGAT	163953	9/6/2016	104.00
0103712 RUEL REGUDON	163987	9/6/2016	88.26
0106515 SALLY MAN	163954	9/6/2016	1,000.00
0091374 SALVADOR CAMPOS	163993	9/6/2016	505.00
0106178 SAN DIEGO REGIONAL TRAINING CENTER	163986	9/6/2016	622.00
0104691 SAN FRANCISCO FENCERS CLUB	163994	9/6/2016	315.20
0017432 SAN MATEO COUNTY PUBLIC SAFETY COMMUNICA'	163983	9/6/2016	483.00
0018461 SERRAMONTE FORD, INC.	163996	9/6/2016	68.65
0106354 SEWER RAT PLUMBING	163998	9/6/2016	8,670.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0097890 SF UNDERGROUND, INC.	163999	9/6/2016	2,000.00
0018778 SHANNON ROHATCH	163990	9/6/2016	51.00
0093872 SHOWCASES	164000	9/6/2016	16.10
0098030 SHRED-IT USA	164001	9/6/2016	48.10
0100310 SILVANA K. YIM	164024	9/6/2016	276.00
0016854 SIMONDS MACHINERY CO.	164002	9/6/2016	375.00
0017036 STEVEN'S BAY AREA DIESEL SER., INC.	163901	9/6/2016	26.28
0000801 STEWART AUTOMOTIVE GROUP	164004	9/6/2016	390.05
0106422 STONHARD	164005	9/6/2016	1,000.00
0105796 SUNRISE FOOD DISTRIBUTOR INC.	164006	9/6/2016	330.06
0017802 SUPPLYWORKS	164007	9/6/2016	2,267.52
0015691 TEAMSTERS LOCAL 856	164008	9/6/2016	13,557.00
0017672 TED CHAPMAN	164009	9/6/2016	500.00
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	163922	9/6/2016	85.00
0106493 TERRELL ARRINGTON	163896	9/6/2016	85.00
0018088 THE UPS STORE #810	164010	9/6/2016	299.39
0106347 THOMAS SARSFIELD	163995	9/6/2016	1,771.25
0018961 TRAINING FOR SAFETY, INC.	164012	9/6/2016	592.00
0000665 TSQ SOLUTIONS INC.	164013	9/6/2016	325.00
0018744 TUMBLEWEED PRESS INC.	164014	9/6/2016	349.30
0103736 TURF STAR, INC.	164015	9/6/2016	339.39
0000462 TVC COMMUNICATIONS L.L.C.	164016	9/6/2016	19,095.33
0017876 UNION BANK OF CALIFORNIA	164017	9/6/2016	1,695.00
0018618 UNITED SITE SERVICES INC.	164018	9/6/2016	385.38
0102865 UNIVERSAL SERVICE ADMINISTRATIVE CO.	163997	9/6/2016	5,189.59
0106482 UNIVERSAL SUPPLY INC.	164019	9/6/2016	64.88
0096844 USA BLUE BOOK	164020	9/6/2016	545.02
0105133 UTILITY TELECOM, INC.	164021	9/6/2016	189.87
0106287 WATERWORKS - SOUTH BAY	164022	9/6/2016	475.00
0000612 WESTVALLEY CONSTRUCTION CO.INC	164023	9/6/2016	4,588.62
		<b>GrandTotal:</b>	<b>317,099.55</b>
		<b>Total count:</b>	<b>137</b>

08/29/16

CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$267,116.10
133	RESTRICTED DONATIONS	\$2,874.98
190	DISASTER RECOVERY FUND	\$2,032.50
201	PARS AND FACILITIES CAPITAL	\$26,152.75
203	STREET IMPROVE. PROJECTS	\$252,745.11
207	TECHNOLOGY CAPITAL	\$5,980.00
302	LEASE DEBT SERVICE	\$38,497.99
611	WATER FUND	\$277,706.17
621	STORMWATER FUND	\$1,319.89
631	WASTEWATER FUND	\$886,577.82
641	CABLE TV FUND	\$578,003.33
701	CENTRAL GARAGE	\$9,997.68
702	FACILITY MAINT. FUND	\$50.69
703	GENERAL EQUIPMENT REVOLVING	\$88,843.28
707	TECHNOLOGY DEVELOPMENT	\$3,101.75
711	SELF INSURANCE	\$21,999.71
880	PROJECT DEVELOP TRUST	\$590.26
TOTAL FOR APPROVAL		\$2,463,590.01

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 163729 THROUGH 163887 INCLUSIVE, TOTALING IN THE AMOUNT OF \$2,463,590.01 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,

 8-30-16  
FINANCE DIRECTOR                      DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0104745 911 VEHICLE	163729	8/29/2016	62,460.00
0000858 ADECCO EMPLOYMENT SERVICES	163730	8/29/2016	8,013.50
0100325 ADRIENNE CANDELA	163756	8/29/2016	6.94
0001170 AIRGAS USA, LLC	163731	8/29/2016	150.07
0000163 AIRPORT AUTO PARTS INC.	163732	8/29/2016	52.07
0018976 ALPHA ANALYTICAL LAB. INC.	163733	8/29/2016	1,244.00
0101438 AMANDA REALYVASQUEZ	163848	8/29/2016	98.05
0000082 AMERICAN MESSAGING	163735	8/29/2016	44.69
0014890 AMERICAN WATER WORKS ASSN.	163736	8/29/2016	3,753.00
0001202 ARAMARK UNIFORM SERVICES	163737	8/29/2016	1,044.30
0000843 ARRIS SOLUTIONS, INC.	163738	8/29/2016	56,383.82
0000118 ART'S PENINSULA LOCKSMITH	163739	8/29/2016	90.48
0016123 AT&T	163740	8/29/2016	1,105.55
0017191 AT&T	163741	8/29/2016	43.91
0018007 AT&T	163742	8/29/2016	9,444.73
0018465 AT&T MOBILITY	163743	8/29/2016	46.65
0018583 AT&T MOBILITY	163744	8/29/2016	63.32
0106295 ATLAS PELLIZZARI ELECTRIC, INC	163745	8/29/2016	7,616.41
0100398 BALA KRISHNA VEGESNA	163880	8/29/2016	5.90
0017431 BAY AREA AIR QUALITY MANAGEMENT DISTRICT	163845	8/29/2016	205.00
0018093 BBC AMERICA INC.	163749	8/29/2016	701.76
0018688 BEST BEST & KRIEGER LLP	163750	8/29/2016	342.00
0106377 BILL KNIGHT FORD	163751	8/29/2016	25,992.00
0017624 BKF ENGINEERS	163752	8/29/2016	4,645.55
0102359 BRENT SCHIMEK	163859	8/29/2016	48.00
0018323 BSK ASSOCIATES	163754	8/29/2016	2,190.00
0106437 CALIX, INC.	163755	8/29/2016	225,734.16
0095660 CAROLYN WILSON	163886	8/29/2016	300.00
0017843 CENTRAL COUNTY FIRE DEPT.	163757	8/29/2016	8,541.57
0018639 CI SOLUTIONS	163758	8/29/2016	1,515.00
0016324 CINTAS CORPORATION	163759	8/29/2016	579.01
0001889 CITY OF REDWOOD CITY	163760	8/29/2016	400.00
0000386 CITY OF SOUTH SAN FRANCISCO	163761	8/29/2016	853,432.49
0105124 CLEANSCAPES SF	163762	8/29/2016	3,712.50
0018911 COMCAST CABLE COMMUNICATIONS	163765	8/29/2016	27,466.95
0104508 COMCAST SPORTSNET CALIFORNIA	163766	8/29/2016	22,864.38
0106468 COMMUNICATION NETWORK RESOURCE	163767	8/29/2016	21,667.50
0105187 CONCERN	163768	8/29/2016	690.90
0104995 CONDISTA	163769	8/29/2016	907.69
0106264 COUNTY OF MARIN/CAL-SLA	163770	8/29/2016	1,200.00
0015857 COUNTY OF SAN MATEO	163771	8/29/2016	1,579.37
0106503 CRASH DATA GROUP, INC.	163772	8/29/2016	3,744.80
0106504 CREATIVE BUS SALES	163773	8/29/2016	1,061.17
0106209 CROSBY GROUP	163774	8/29/2016	869.00
0018331 CSG CONSULTANTS INC.	163775	8/29/2016	8,079.51
0100391 DALAL ALSHAKARJI	163734	8/29/2016	6.94
0106080 DATALINK CORPORATION	163776	8/29/2016	1,054.46
0106512 DEZMON LANDERS	163818	8/29/2016	142.00
0105820 EAST BAY TIRE CO	163777	8/29/2016	4,558.28
0104327 EATON PUMP & SALES	163778	8/29/2016	48,990.00
0100380 EDMUND WILDE III	163884	8/29/2016	5.21
0106285 EISEN LETUNIC	163779	8/29/2016	14,105.34
0001707 EMPLOYMENT DEVELOPMENT DEPT	163781	8/29/2016	1,852.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017300 ENVIRONMENTAL HEALTH FEE	163784	8/29/2016	963.00
0017152 ERLER & KALINOWSKI, INC.	163785	8/29/2016	541.50
0106349 F.A. POLI TRUCKING	163786	8/29/2016	800.00
0106348 FAST AGGREGATES PRODUCTS CO.	163787	8/29/2016	1,781.26
0000944 FEDEX	163788	8/29/2016	53.08
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	163790	8/29/2016	272.02
0102869 FRANCHISE TAX BOARD	163791	8/29/2016	50.00
0106481 GCG	163793	8/29/2016	35.22
0106509 GEOCELL, LLC	163794	8/29/2016	565.00
0104771 GILLERAN ENERGY MANAGEMENT SERVICES	163782	8/29/2016	1,732.50
0018864 GMA NETWORK INC.	163795	8/29/2016	881.06
0016969 GOLDEN IDEAS	163796	8/29/2016	2,891.10
0017454 GOLDEN STATE FLOW MEASUREMENT	163797	8/29/2016	51,795.00
0000162 GRAINGER	163798	8/29/2016	248.72
0000541 GRANITE ROCK COMPANY	163799	8/29/2016	237.32
0017900 GREAT LAKES DATA SYSTEMS INC	163800	8/29/2016	20,915.90
0105488 HINES EDM, INC.	163802	8/29/2016	2,874.98
0105966 HMTV TV DOMINICANA LLC	163803	8/29/2016	16.85
0018838 INFOSEND, INC.	163806	8/29/2016	833.45
0105931 INNOTRANS	163807	8/29/2016	48,517.29
0015531 INTERSTATE BATTERY SYS. OF SF	163808	8/29/2016	204.88
0099054 INTERSTATE TRS FUND	163809	8/29/2016	673.85
0000836 INTOXIMETERS INC	163810	8/29/2016	5,389.76
0100371 IRVIN BOUGH	163753	8/29/2016	10.98
0104703 J.P. MORGAN EQUIPMENT FINANCE	163812	8/29/2016	38,497.99
0100379 JACKSON HUANG	163804	8/29/2016	5.21
0100385 JOSE LECUE	163819	8/29/2016	11.22
0000771 JT2 INTEGRATED RESOURCES	163814	8/29/2016	19,824.86
0000075 K-119 TOOLS OF CALIFORNIA INC.	163815	8/29/2016	1,519.71
0018498 KONICA MINOLTA	163816	8/29/2016	391.28
0100407 KRISTA POTH	163841	8/29/2016	6.29
0000317 L.N. CURTIS & SONS	163817	8/29/2016	70.85
0105822 LEE & RO, INC.	163820	8/29/2016	13,351.80
0017026 LYNX TECHNOLOGIES, INC.	163821	8/29/2016	6,500.00
0106010 MAINTENANCE DESIGN GROUP,LLC	163822	8/29/2016	20,900.00
0106302 MATTHEW JONES	163813	8/29/2016	6,195.00
0096714 MAXCOM	163824	8/29/2016	50,038.62
0100365 MELISSA FISHER	163789	8/29/2016	6.94
0102770 METLIFE	163825	8/29/2016	350.46
0106446 MICHAEL BAKER INTERNATIONAL, INC.	163746	8/29/2016	27,095.00
0100412 MICHAEL HAGGBLADE	163801	8/29/2016	5.21
0001709 MILLBRAE LOCK	163826	8/29/2016	110.85
0106173 MOFFATT & NICHOL	163828	8/29/2016	13,598.00
0000333 MOSS RUBBER & EQUIP. CORP.	163829	8/29/2016	85.54
0104730 MUNICIPAL EMERGENCY SERVICES	163830	8/29/2016	123.90
0000762 MUNICIPAL MAINTENANCE EQUIPMENT INC.	163823	8/29/2016	395.73
0100392 NATHANIEL BAUER	163747	8/29/2016	5.21
0000357 NATIONAL CABLE TV CO-OP, INC.	163831	8/29/2016	4,590.07
0092263 OFFICE DEPOT INC	163832	8/29/2016	391.04
0018284 OFFICEMAX INC.	163833	8/29/2016	111.61
0000210 OLE'S CARBURETOR &ELECTRIC INC	163834	8/29/2016	289.38
0097567 ONE HOUR DRY CLEANING	163835	8/29/2016	135.80
0000012 PACIFIC GAS & ELECTRIC	163836	8/29/2016	52,270.54
0096651 PAX WATER TECHNOLOGIES, INC.	163837	8/29/2016	95,154.68

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0001154 PENINSULA LIBRARY SYSTEM	163838	8/29/2016	54,006.00
0106269 PENINSULA PET RESORT INC.	163839	8/29/2016	88.20
0001327 PENINSULA PUMP & EQUIPMENT INC	163840	8/29/2016	2,724.50
0017235 PPC BROADBAND, INC.	163842	8/29/2016	289.71
0102915 PRECISE PRINTING & MAILING	163843	8/29/2016	5,178.07
0000285 PREFERRED ALLIANCE, INC.	163844	8/29/2016	420.52
0013981 QUILL CORPORATION	163846	8/29/2016	66.25
0000071 R & B COMPANY	163847	8/29/2016	4,103.15
0104548 RENNE SLOAN HOLTZMAN SAKAI LLP	163849	8/29/2016	462.00
0016729 RICOH AMERICAS CORPORATION	163850	8/29/2016	328.19
0096458 RMC WATER AND ENVIRONMENT	163851	8/29/2016	1,047.00
0100355 ROBERT HUBER	163805	8/29/2016	5.21
0016213 ROZZI REPRODUCTION&SUPPLY INC.	163852	8/29/2016	1,409.64
0018839 RYAN JOHANSEN	163853	8/29/2016	32.00
0018889 SAFECO ELECTRIC SUPPLY	163854	8/29/2016	1,283.25
0094657 SAN BRUNO PARK SCHOOL DIST.	163855	8/29/2016	39,900.00
0014027 SAN FRANCISCO CHRONICLE	163856	8/29/2016	817.80
0097972 SAN MATEO COUNTY EMERGENCY MANAGERS ASS	163780	8/29/2016	100.00
0099047 SAN MATEO CTY SHERIFF'S OFFICE	163857	8/29/2016	23,295.20
0018597 SAN MATEO DAILY JOURNAL	163858	8/29/2016	2,508.00
0018461 SERRAMONTE FORD, INC.	163860	8/29/2016	2,082.93
0103732 SFO MEDICAL CLINIC	163861	8/29/2016	428.00
0106388 SHI INTERNATIONAL CORP	163862	8/29/2016	641.61
0018962 SHOE DEPOT INC.	163863	8/29/2016	86.31
0106511 SKYLER COLT	163764	8/29/2016	73.00
0102909 SMITH-EMERY COMPANY	163864	8/29/2016	5,024.25
0105992 SPOK, INC.	163865	8/29/2016	70.35
0097079 SPRINT	163866	8/29/2016	334.47
0017036 STEVEN'S BAY AREA DIESEL SER., INC.	163748	8/29/2016	207.97
0018813 TANKO LIGHTING	163867	8/29/2016	205,701.09
0096932 TASC	163868	8/29/2016	500.00
0015691 TEAMSTERS LOCAL 856	163869	8/29/2016	14,133.00
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	163783	8/29/2016	2,342.00
0106472 TEN-FOUR COMMUNICATIONS	163870	8/29/2016	2,347.88
0018717 THE E GROUP LLC	163871	8/29/2016	300.00
0000036 THOMSON WEST	163872	8/29/2016	486.68
0106513 TOBIAS AND JANET GARZA	163873	8/29/2016	1,700.00
0105824 TRIVAD, INC.	163874	8/29/2016	2,245.86
0017133 TURBO DATA SYSTEMS INC	163875	8/29/2016	2,274.63
0000462 TVC COMMUNICATIONS L.L.C.	163876	8/29/2016	70,556.98
0000019 U.S. POSTMASTER	163877	8/29/2016	3,800.00
0017083 VALI COOPER & ASSOCIATES INC	163878	8/29/2016	334.00
0102988 VANTAGEPOINT TRANSFER AGENTS	163879	8/29/2016	10,968.61
0095167 VIKO IVANCICH	163811	8/29/2016	38.00
0018432 W. BRADLEY ELECTRIC INC.	163881	8/29/2016	1,080.00
0106517 WALMART	163882	8/29/2016	1,768.00
0105955 WEST COAST CODE CONSULTANTS, INC.	163763	8/29/2016	3,240.00
0104660 WEST YOST ASSOCIATES, INC.	163883	8/29/2016	50,138.88
0018580 WILEY PRICE & RADULOVICH LLP	163885	8/29/2016	619.50
0106516 WILLIAM MILLER	163827	8/29/2016	85.00
0106526 WYNDHAM GARDEN SAN JOSE SILICON VALLEY	163792	8/29/2016	3,426.88
0106486 ZFA STRUCTURAL ENGINEERS	163887	8/29/2016	3,320.00

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Document group: komalley      Bank: apbank      05507660

GrandTotal:      2,463,590.01  
Total count:      159

08/22/16

CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$99,457.51
003	ONE-TIME REVENUE	\$2,884.96
132	AGENCY ON AGING	\$339.15
133	RESTRICTED DONATIONS	\$881.15
190	DISASTER RECOVERY FUND	\$8,989.16
201	PARS AND FACILITIES CAPITAL	\$3,055.00
611	WATER FUND	\$7,506.22
621	STORMWATER FUND	\$323.13
631	WASTEWATER FUND	\$13,771.62
641	CABLE TV FUND	\$75,890.70
701	CENTRAL GARAGE	\$6,841.47
702	FACILITY MAINT. FUND	\$5,287.86
707	TECHNOLOGY DEVELOPMENT	\$3,880.19
711	SELF INSURANCE	\$22,456.04
TOTAL FOR APPROVAL		\$251,564.16

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 163579 THROUGH 163728 INCLUSIVE, TOTALING IN THE AMOUNT OF \$251,564.16 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                      DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount	
0096852	ABAG PLAN CORPORATION	163579	8/22/2016	22,456.04
0106435	ACTION TOWING & ROAD SVC. INC.	163580	8/22/2016	240.00
0018381	ADAMSON POLICE PRODUCTS	163581	8/22/2016	1,531.47
0103202	ADVANCED MOBILE COMMUNICATIONS	163582	8/22/2016	1,362.50
0001170	AIRGAS USA, LLC	163583	8/22/2016	315.66
0000163	AIRPORT AUTO PARTS INC.	163584	8/22/2016	743.46
0100291	ALEKSANDR MEZHERITSKIY	163665	8/22/2016	400.00
0000372	ALLIED SECURITY ALARMS	163587	8/22/2016	369.25
0018746	AMERICAN LIBRARY ASSOCIATION	163588	8/22/2016	60.00
0104899	ASSOCIATE PARTNERS	163589	8/22/2016	331.62
0016123	AT&T	163590	8/22/2016	426.94
0018363	AT&T LONG DISTANCE	163591	8/22/2016	16.05
0000345	BAKER & TAYLOR BOOKS	163592	8/22/2016	722.17
0018567	BATTERY SYSTEMS	163593	8/22/2016	599.32
0106501	BAY AREA CRIME & INTELLIGENCE ANALYST ASSN.	163645	8/22/2016	50.00
0001849	BAY AREA WATER SUPPLY & CONSERVATION AGEN	163709	8/22/2016	1,149.60
0099455	BENSON JEN	163647	8/22/2016	150.00
0106204	BLUE LINE CANINE LLC	163597	8/22/2016	500.00
0017361	BOETHING TREELAND FARMS, INC.	163598	8/22/2016	578.52
0105908	BRANDON COLAR	163615	8/22/2016	345.00
0106506	BRENT AND ELIZABETH BIGGS	163596	8/22/2016	1,700.00
0000378	BROADMOOR LANDSCAPE SUPPLY	163600	8/22/2016	1,289.32
0096798	BUSINESS PRODUCTS & SUPPLIES	163601	8/22/2016	871.78
0106437	CALIX, INC.	163602	8/22/2016	2,742.41
0100470	CARROT-TOP INDUSTRIES, INC.	163604	8/22/2016	338.64
0106246	CATHOLIC CHARITIES	163605	8/22/2016	2,877.00
0018977	CBS TELEVISION STATIONS	163606	8/22/2016	11,181.72
0106499	CHALLENGE ROOTER	163607	8/22/2016	3,800.00
0017284	CHEMSEARCHFE	163609	8/22/2016	386.95
0016324	CINTAS CORPORATION	163612	8/22/2016	93.82
0016324	CINTAS CORPORATION	163613	8/22/2016	42.57
0000227	CITY OF SAN BRUNO	163614	8/22/2016	928.42
0000169	COSTA'S / "JUST THINGS"	163617	8/22/2016	21.80
0002012	CPS	163618	8/22/2016	2,886.73
0106504	CREATIVE BUS SALES	163619	8/22/2016	291.56
0018166	DANIELLE KRANITZ	163620	8/22/2016	2,958.25
0106080	DATALINK CORPORATION	163621	8/22/2016	369.02
0100283	DAVID CHENG	163610	8/22/2016	18.26
0100147	DEANNA CHIN	163611	8/22/2016	1,000.00
0093479	DEPARTMENT OF JUSTICE	163622	8/22/2016	546.00
0101178	DISCOUNT PLUMBING	163623	8/22/2016	6,000.00
0100228	DOROTHY SKELLENGER	163704	8/22/2016	26.29
0018779	DUDLEY PERKINS CO	163624	8/22/2016	1,485.97
0001646	ECOLAB INC.	163625	8/22/2016	2,003.66
0100236	ELEANOR LOCASTRO	163656	8/22/2016	15.88
0106116	EVERBANK COMMERCIAL FINANCE, INC.	163616	8/22/2016	365.10
0018551	FASTENAL COMPANY	163628	8/22/2016	4,676.51
0017335	FIBER INSTRUMENT SALES INC	163629	8/22/2016	1,122.44
0001782	FLOWERS ELECTRIC & SVC.CO.INC.	163631	8/22/2016	3,394.29
0018117	FLYERS ENERGY, LLC	163632	8/22/2016	8,106.84
0106481	GCG	163633	8/22/2016	846.27
0016363	GCS ENVIRONMENTAL & EQUIPMENT SVC.	163627	8/22/2016	575.40
0100226	GERALD PIPINICH	163683	8/22/2016	42.79

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0095666 GLOBAL TELECOM&TECHNOLOGY INC.	163634	8/22/2016	2,092.42
0016969 GOLDEN IDEAS	163635	8/22/2016	285.75
0017454 GOLDEN STATE FLOW MEASUREMENT	163636	8/22/2016	261.60
0000162 GRAINGER	163637	8/22/2016	139.77
0000541 GRANITE ROCK COMPANY	163638	8/22/2016	3,324.21
0095966 GREATAMERICA FINANCIAL SVCS.	163639	8/22/2016	577.50
0096316 GREEN CARPET LANDSCAPING & MAINTENANCE	163652	8/22/2016	1,100.00
0000385 HACH COMPANY	163641	8/22/2016	505.70
0018544 HEART OF SAN MATEO COUNTY	163642	8/22/2016	13,525.00
0017102 HITECH SYSTEMS INC	163643	8/22/2016	4,206.69
0105931 INNOTRANS	163644	8/22/2016	9,594.56
0106450 IRON MOUNTAIN	163646	8/22/2016	112.78
0099967 JACQUELINE CAMPOS	163603	8/22/2016	199.00
0090093 JAMES ALLAN	163586	8/22/2016	215.77
0100273 JESSICA KIYOKAWA	163650	8/22/2016	13.52
0099454 JORGE MARTINEZ-VARGAS	163660	8/22/2016	75.00
0096951 JUDY MACLAREN	163658	8/22/2016	150.00
0000075 K-119 TOOLS OF CALIFORNIA INC.	163648	8/22/2016	654.98
0100153 KDC CONSTRUCTION	163649	8/22/2016	1,000.00
0098889 KIN WAI LAU	163653	8/22/2016	75.00
0000317 L.N. CURTIS & SONS	163651	8/22/2016	2,388.45
0105752 LEVEL 3 COMMUNICATIONS, LLC	163655	8/22/2016	4,479.94
0018777 LEXISNEXIS RISK DATA MANAGEMENT	163693	8/22/2016	133.10
0100143 LOU XIAO	163725	8/22/2016	1,000.00
0018177 LOWE'S	163657	8/22/2016	728.21
0094266 MARCELLE BREITNER	163599	8/22/2016	75.00
0100161 MARKET CONTRACTORS	163659	8/22/2016	1,000.00
0096714 MAXCOM	163661	8/22/2016	447.97
0016041 METROMOBILE COMMUNICATIONS	163663	8/22/2016	195.00
0000027 MEYERS   NAVE PROFESSIONAL LAW	163664	8/22/2016	2,575.50
0105676 MOBILE MODULAR	163666	8/22/2016	5,179.57
0000333 MOSS RUBBER & EQUIP. CORP.	163667	8/22/2016	192.73
0104730 MUNICIPAL EMERGENCY SERVICES	163668	8/22/2016	3,873.95
0000357 NATIONAL CABLE TV CO-OP, INC.	163671	8/22/2016	5,503.00
0106496 NOVAGARD SOLUTIONS, INC.	163673	8/22/2016	348.49
0092263 OFFICE DEPOT INC	163674	8/22/2016	2,997.64
0000210 OLE'S CARBURETOR &ELECTRIC INC	163675	8/22/2016	5.32
0097567 ONE HOUR DRY CLEANING	163676	8/22/2016	127.25
0000012 PACIFIC GAS & ELECTRIC	163677	8/22/2016	13,191.65
0000101 PACIFIC NURSERIES	163678	8/22/2016	171.68
0106110 PACIFIC OFFICE AUTOMATION	163679	8/22/2016	70.69
0100287 PAULINE WONG	163724	8/22/2016	10.48
0001154 PENINSULA LIBRARY SYSTEM	163680	8/22/2016	3,643.42
0014961 PENINSULA UNIFORMS & EQUIPMENT	163681	8/22/2016	259.60
0106077 PERMACARD	163682	8/22/2016	1,231.08
0100189 PHOEBE CHAN	163608	8/22/2016	1,000.00
0018861 PITNEY BOWES	163684	8/22/2016	6,000.00
0095538 POP MEDIA NETWORKS, LLC	163685	8/22/2016	767.85
0017235 PPC BROADBAND, INC.	163686	8/22/2016	365.95
0102915 PRECISE PRINTING & MAILING	163687	8/22/2016	473.06
0104869 PURSUIT NORTH	163689	8/22/2016	62.69
0000071 R & B COMPANY	163690	8/22/2016	1,783.21
0090749 RED WING SHOE STORE	163692	8/22/2016	539.50
0100179 RICARDO MELARA	163662	8/22/2016	1,000.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0096772 ROBERT MIGUEL	163694	8/22/2016	185.21
0018070 RON LAVEZZO	163654	8/22/2016	180.00
0100229 RONALD BIANCULLI	163595	8/22/2016	19.09
0100235 ROSE MURILLO	163669	8/22/2016	28.09
0013581 ROVI GUIDES, INC.	163695	8/22/2016	9,985.78
0106502 RYAN NISHIMOTO	163672	8/22/2016	1,000.00
0105003 S & S PLUMBING CO.	163696	8/22/2016	750.00
0000081 SAN BRUNO CABLE TV	163697	8/22/2016	1,234.09
0099047 SAN MATEO CTY SHERIFF'S OFFICE	163699	8/22/2016	8,265.60
0100193 SHAMSHER ALI	163585	8/22/2016	400.00
0101667 SHELL DOOR SERVICE	163700	8/22/2016	772.89
0018962 SHOE DEPOT INC.	163701	8/22/2016	250.09
0098030 SHRED-IT USA	163702	8/22/2016	57.45
0001225 SIERRA PACIFIC TURF SUPPLY,INC	163703	8/22/2016	808.78
0105745 SMELLY MEL'S PLUMBING	163705	8/22/2016	1,750.00
0105992 SPOK, INC.	163706	8/22/2016	69.31
0014233 STATE CONTROLLER'S OFFICE	163707	8/22/2016	100.00
0017036 STEVEN'S BAY AREA DIESEL SER., INC.	163594	8/22/2016	3,215.35
0105796 SUNRISE FOOD DISTRIBUTOR INC.	163708	8/22/2016	339.15
0017802 SUPPLYWORKS	163710	8/22/2016	1,985.99
0105509 SYLVIA FLORES	163630	8/22/2016	75.00
0100227 TED PULISIC	163688	8/22/2016	15.80
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	163626	8/22/2016	274.85
0017659 THE CALIFORNIA CHANNEL	163711	8/22/2016	113.52
0018083 THE CROSSING SAN BRUNO PROPERTY OWNERS /	163698	8/22/2016	2,884.96
0106505 THE LEFORGE FAMILY TRUST	163712	8/22/2016	1,700.00
0103559 THE MLB NETWORK, LLC	163713	8/22/2016	1,880.62
0017527 TIFCO INDUSTRIES INC.	163714	8/22/2016	317.88
0100233 TIMOTHY GUTIERREZ	163640	8/22/2016	32.60
0000831 TONER CARTRIDGE&INKJET EXPRESS	163715	8/22/2016	1,230.39
0017528 TRILITHIC INC.	163716	8/22/2016	543.91
0103095 TUTV	163717	8/22/2016	117.78
0106480 UNIPOWER	163718	8/22/2016	193.78
0099592 UNIVISION COMMUNICATIONS, INC.	163719	8/22/2016	6,037.78
0100255 VARAPRASAD NAGALLA	163670	8/22/2016	8.68
0095749 VERIZON WIRELESS	163720	8/22/2016	4,560.15
0016899 WECO INDUSTRIES LLC	163721	8/22/2016	783.05
0000612 WESTVALLEY CONSTRUCTION CO.INC	163722	8/22/2016	221.46
0099464 WILLIAM ZEPFEL	163727	8/22/2016	75.00
0013841 WITMER-TYSON IMPORTS INC	163723	8/22/2016	650.00
0100248 XIAOLIN ZHANG	163728	8/22/2016	35.56
0099452 YACOUB RANTISI	163691	8/22/2016	75.00
0106400 ZEIGER ENGINEERS, INC.	163726	8/22/2016	3,055.00
		<b>GrandTotal:</b>	<b>251,564.16</b>
		<b>Total count:</b>	<b>150</b>

08/15/16

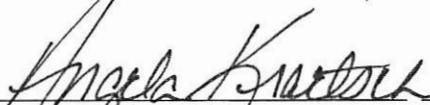
CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$225,417.33
131	IN-LIEU FEES	\$7,500.00
132	AGENCY ON AGING	\$5,194.77
133	RESTRICTED DONATIONS	\$110.64
153	RDA OBLIGATION RETIREMENT FUND	\$176,997.00
190	DISASTER RECOVERY FUND	\$15,661.11
201	PARS AND FACILITIES CAPITAL	\$17,695.00
203	STREET IMPROVE. PROJECTS	\$4,577.06
611	WATER FUND	\$159,828.20
621	STORMWATER FUND	\$4,106.22
631	WASTEWATER FUND	\$11,415.93
641	CABLE TV FUND	\$42,616.50
701	CENTRAL GARAGE	\$8,050.55
702	FACILITY MAINT. FUND	\$6,571.91
703	GENERAL EQUIPMENT REVOLVING	\$8.86
707	TECHNOLOGY DEVELOPMENT	\$2,955.15
711	SELF INSURANCE	\$15,337.45
TOTAL FOR APPROVAL		\$704,043.68

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 163383 THROUGH 163578 INCLUSIVE, TOTALING IN THE AMOUNT OF \$704,043.68 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      8-23-16  
DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017770 A-A LOCK & ALARM INC	163383	8/15/2016	4,401.54
0017770 A-A LOCK & ALARM INC	163384	8/15/2016	202.25
0104680 ACCESS 24 COMMUNICATIONS INC.	163385	8/15/2016	369.80
0016499 ACTION SPORTS	163386	8/15/2016	2,099.67
0000858 ADECCO EMPLOYMENT SERVICES	163387	8/15/2016	2,989.24
0001170 AIRGAS USA, LLC	163389	8/15/2016	145.45
0000163 AIRPORT AUTO PARTS INC.	163390	8/15/2016	213.27
0105718 ALAMEDA ELECTRICAL DISTRIBUTORS, INC.	163443	8/15/2016	4,556.20
0018953 ALLIANT INSURANCE SVC. INC.	163391	8/15/2016	15,337.45
0000372 ALLIED SECURITY ALARMS	163392	8/15/2016	477.00
0096469 ALMADEN PRESS	163393	8/15/2016	4,877.50
0018976 ALPHA ANALYTICAL LAB. INC.	163394	8/15/2016	124.00
0000082 AMERICAN MESSAGING	163395	8/15/2016	138.09
0000082 AMERICAN MESSAGING	163396	8/15/2016	44.69
0014890 AMERICAN WATER WORKS ASSN.	163397	8/15/2016	105.00
0100049 ANA TAPIA	163559	8/15/2016	53.63
0096700 ANDY'S WHEELS & TIRES	163398	8/15/2016	1,830.91
0106370 ANGEL CARPIO	163421	8/15/2016	1,300.00
0096171 ANTHONY DEMARTINI	163440	8/15/2016	100.00
0096113 AR AUTO GLASS	163400	8/15/2016	300.00
0001965 ARISTA BUSINESS	163401	8/15/2016	783.01
0016123 AT&T	163403	8/15/2016	1,334.83
0017191 AT&T	163404	8/15/2016	557.30
0105649 ATLAS PLUMBING AND ROOTER	163405	8/15/2016	500.00
0105838 AVALONBAY COMMUNITIES, INC.	163406	8/15/2016	176,997.00
0000345 BAKER & TAYLOR BOOKS	163407	8/15/2016	3,032.78
0102745 BAY AREA NEWS GROUP	163410	8/15/2016	2,592.02
0016099 BAY REPROGRAPHIC SUPPLY, INC.	163411	8/15/2016	979.65
0106490 BAYSHORE PLUMBERS	163412	8/15/2016	3,800.00
0106497 BILL GARVIN	163455	8/15/2016	1,200.00
0017361 BOETHING TREELAND FARMS, INC.	163413	8/15/2016	53.41
0105988 BRENDAN POWER	163526	8/15/2016	60.00
0100138 BRIDGET COLLACO	163433	8/15/2016	44.00
0000378 BROADMOOR LANDSCAPE SUPPLY	163414	8/15/2016	1,134.26
0095609 BURCH BROTHERS, INC.	163415	8/15/2016	276.00
0094705 CACEO	163417	8/15/2016	175.00
0105324 CAINE COMPUTER CONSULTING, LLC	163418	8/15/2016	3,120.00
0100018 CARLOS RAMIREZ	163534	8/15/2016	35.00
0105785 CELLEBRITE USA, INC.	163422	8/15/2016	3,098.99
0017843 CENTRAL COUNTY FIRE DEPT.	163423	8/15/2016	80.00
0000729 CERTIFIED LABORATORIES, INC.	163424	8/15/2016	1,393.65
0103854 CHRISTINE HOPKINS	163472	8/15/2016	95.55
0093634 CHUCK RAPP	163535	8/15/2016	1,548.96
0016324 CINTAS CORPORATION	163427	8/15/2016	512.86
0016324 CINTAS CORPORATION	163428	8/15/2016	729.17
0106048 CIT	163429	8/15/2016	853.76
0098588 CITY OF BURLINGAME	163430	8/15/2016	3,361.50
0013595 CITY OF SAN BRUNO	163431	8/15/2016	1,254.56
0099108 CLORINDA FONTANA	163450	8/15/2016	150.00
0106488 CONSOLIDATED PLASTICS COMPANY	163434	8/15/2016	52.70
0015857 COUNTY OF SAN MATEO	163436	8/15/2016	2,066.38
0018331 CSG CONSULTANTS INC.	163438	8/15/2016	21,809.66
0106018 DANIEL DESHARA	163441	8/15/2016	1,200.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0106160 DANIEL RONCO	163539	8/15/2016	35.10
0018188 DAU PRODUCTS	163439	8/15/2016	1,670.12
0098154 DAVE CRIMMEN	163437	8/15/2016	1,102.00
0100016 DAVID NEWTON	163509	8/15/2016	100.00
0101178 DISCOUNT PLUMBING	163442	8/15/2016	13,200.00
0106495 EDDIE STANSBERRY	163555	8/15/2016	140.00
0017300 ENVIRONMENTAL HEALTH FEE	163444	8/15/2016	42,500.00
0013683 F. FERRANDO & CO.	163445	8/15/2016	10,264.00
0100033 FABIO RIVERA	163537	8/15/2016	124.30
0102627 FASTRK VIOLATION PROCESSING DEPT.	163570	8/15/2016	29.00
0106492 FIL LORENZ	163493	8/15/2016	1,602.00
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	163448	8/15/2016	4,429.07
0096236 FOLGER GRAPHICS, INC.	163449	8/15/2016	4,783.94
0102869 FRANCHISE TAX BOARD	163451	8/15/2016	50.00
0099979 FRANCIS LEE	163487	8/15/2016	75.00
0018272 GALE/CENGAGE LEARNING	163453	8/15/2016	35.20
0105960 GARRATT CALLAHAN	163454	8/15/2016	1,324.33
0106494 GAVIN D LI	163488	8/15/2016	220.00
0018842 GBH POLYGRAPH SERVICES	163456	8/15/2016	300.00
0101173 GEORGE ADKINS	163388	8/15/2016	1,200.00
0104135 GLOBAL TRACKING COMMUNICATIONS, INC.	163564	8/15/2016	394.87
0096854 GOLDEN GATE TRUCK CENTERS	163457	8/15/2016	210.83
0017454 GOLDEN STATE FLOW MEASUREMENT	163458	8/15/2016	5,098.05
0105295 GOODYEAR COMMERCIAL TIRE & SERVICE CENTE	163562	8/15/2016	1,749.61
0100127 GORDON HENDRICKSON	163466	8/15/2016	150.00
0000162 GRAINGER	163459	8/15/2016	1,519.47
0017900 GREAT LAKES DATA SYSTEMS INC	163461	8/15/2016	1,900.00
0017900 GREAT LAKES DATA SYSTEMS INC	163462	8/15/2016	200.00
0096316 GREEN CARPET LANDSCAPING & MAINTENANCE	163485	8/15/2016	4,664.00
0000385 HACH COMPANY	163465	8/15/2016	719.48
0105378 HOME MAID RAVIOLI COMPANY INC.	163470	8/15/2016	289.75
0018090 HOPKINS TECHNICAL PRODUCTS,INC	163471	8/15/2016	4,394.51
0103336 HUB INTERNATIONAL SERVICE INC.	163473	8/15/2016	537.00
0096178 HYLAND SOFTWARE INC.	163474	8/15/2016	2,639.57
0018192 ICC	163475	8/15/2016	135.00
0099960 IN & OUT PLUMBING	163476	8/15/2016	6,300.00
0018838 INFOSEND, INC.	163477	8/15/2016	4,060.69
0099967 JACQUELINE CAMPOS	163420	8/15/2016	578.00
0102030 JAMES STEWART	163556	8/15/2016	612.00
0099995 JANE GRANIK	163460	8/15/2016	250.00
0100032 JANNA SANDERS	163544	8/15/2016	67.53
0099962 JASMINE CALO	163419	8/15/2016	116.00
0100007 JIM WETTSTEIN	163574	8/15/2016	111.66
0102938 JODY GREENBERG	163463	8/15/2016	1,500.00
0106257 JOHN TAYLOR	163560	8/15/2016	360.00
0100123 JOSEPH/ANA MARIA GALARZA	163452	8/15/2016	375.00
0100097 JUICHIRO SAITO	163541	8/15/2016	33.40
0000075 K-119 TOOLS OF CALIFORNIA INC.	163479	8/15/2016	266.16
0096379 KAREN OJAKIAN	163513	8/15/2016	66.30
0000132 KELLY-MOORE PAINT CO INC.	163480	8/15/2016	688.39
0105945 KERRY BURNS	163416	8/15/2016	77.67
0099978 KIM FILOTEO	163447	8/15/2016	80.00
0018498 KONICA MINOLTA	163481	8/15/2016	8.86
0000317 L.N. CURTIS & SONS	163482	8/15/2016	403.30

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0096347 LA LORICK ASSOCIATES	163483	8/15/2016	6,068.25
0018561 LANCE BAYER	163484	8/15/2016	1,650.00
0100085 LANG CHEN	163426	8/15/2016	36.98
0017435 LECH AUTO AIR CONDITIONING	163486	8/15/2016	223.00
0104424 LIDIA'S ITALIAN DELICACIES	163489	8/15/2016	4,540.00
0106460 LIFEMOVES	163490	8/15/2016	7,500.00
0100052 LINA/ALEXANDRU GURAU	163464	8/15/2016	22.56
0106000 LINDA E JANKLOW	163478	8/15/2016	275.00
0093274 LINDSTROM CO	163491	8/15/2016	2,500.00
0106258 LLUVIA QUINTERO	163531	8/15/2016	125.00
0096170 LORENZO HOCKADAY	163469	8/15/2016	350.00
0099748 LORRAINE WALSH	163571	8/15/2016	75.00
0018177 LOWE'S	163494	8/15/2016	609.96
0018177 LOWE'S	163495	8/15/2016	255.34
0106010 MAINTENANCE DESIGN GROUP,LLC	163496	8/15/2016	9,000.00
0096174 MAJOR CORPUZ	163435	8/15/2016	240.00
0091855 MARK REINHARDT	163497	8/15/2016	60.00
0106259 MARTIN FELIPE	163446	8/15/2016	460.00
0000389 MATRISHA PERSON	163523	8/15/2016	877.50
0100111 MELVIN SANDOVAL	163545	8/15/2016	75.00
0102770 METLIFE	163498	8/15/2016	350.46
0000027 MEYERS   NAVE PROFESSIONAL LAW	163499	8/15/2016	3,634.67
0092285 MICROMARKETING LLC	163500	8/15/2016	64.94
0100057 MIKE RESTAINO	163536	8/15/2016	22.56
0001709 MILLBRAE LOCK	163501	8/15/2016	324.00
0098530 MISAC	163502	8/15/2016	160.00
0106500 MIWALL CORPORATION	163503	8/15/2016	12,470.60
0106447 MOORE,IACOFANO, GOLTSMAN, INC.	163505	8/15/2016	13,320.00
0000333 MOSS RUBBER & EQUIP. CORP.	163506	8/15/2016	364.70
0105725 NATIONAL ACADEMY OF ATHLETICS	163508	8/15/2016	7,373.60
0092263 OFFICE DEPOT INC	163511	8/15/2016	412.11
0018284 OFFICEMAX INC.	163512	8/15/2016	115.99
0000210 OLE'S CARBURETOR &ELECTRIC INC	163514	8/15/2016	1,039.80
0097567 ONE HOUR DRY CLEANING	163515	8/15/2016	446.20
0001292 ORCHARD BUSINESS/SYNCB	163516	8/15/2016	11.36
0018701 ORKIN PEST CONTROL	163517	8/15/2016	850.18
0106464 OUTRIDER MANAGEMENT, LLC	163518	8/15/2016	1,918.25
0000012 PACIFIC GAS & ELECTRIC	163519	8/15/2016	46,069.25
0000101 PACIFIC NURSERIES	163520	8/15/2016	57.23
0000102 PACIFIC WEST SECURITY, INC.	163521	8/15/2016	210.00
0106156 PENGUIN RANDOM HOUSE LLC	163522	8/15/2016	178.49
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	163554	8/15/2016	660.00
0103618 PETERSON POWER SYSTEMS, INC.	163524	8/15/2016	10,798.03
0096538 PLAY-WELL TEKNOLOGIES	163525	8/15/2016	2,379.65
0096973 POWERPLAN	163527	8/15/2016	194.85
0102915 PRECISE PRINTING & MAILING	163528	8/15/2016	238.71
0016828 PRECISION AUTO SERVICE	163529	8/15/2016	296.74
0098436 PROFESSIONAL LAND SERVICES	163530	8/15/2016	1,125.00
0000071 R & B COMPANY	163532	8/15/2016	31,899.25
0091044 R.A. METAL PRODUCTS, INC	163533	8/15/2016	1,224.43
0102101 ROBERT GALLOT	163538	8/15/2016	125.00
0092788 ROMARICO ANICETE	163399	8/15/2016	75.00
0016213 ROZZI REPRODUCTION&SUPPLY INC.	163540	8/15/2016	7,912.72
0094657 SAN BRUNO PARK SCHOOL DIST.	163542	8/15/2016	640.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017145 SAN MATEO LAWN MOWER SHOP	163543	8/15/2016	253.55
0100118 SATDEO SINGH	163550	8/15/2016	75.00
0096474 SC PLUMBING	163546	8/15/2016	3,000.00
0018461 SERRAMONTE FORD, INC.	163547	8/15/2016	3,242.44
0103732 SFO MEDICAL CLINIC	163548	8/15/2016	781.00
0099989 SHAUNE MONTROSS	163504	8/15/2016	150.00
0101667 SHELL DOOR SERVICE	163549	8/15/2016	765.00
0099906 SHERI HILL	163467	8/15/2016	250.00
0018690 SMCBA - DUES	163551	8/15/2016	285.00
0102909 SMITH-EMERY COMPANY	163552	8/15/2016	1,164.00
0106498 SONA LOFARO	163492	8/15/2016	1,102.00
0100083 SOUL CHA	163425	8/15/2016	45.12
0017339 SOUTH CITY REFRIGERATION	163553	8/15/2016	415.03
0100109 STEVE BARBIERI	163408	8/15/2016	47.40
0017036 STEVEN'S BAY AREA DIESEL SER., INC.	163409	8/15/2016	139.00
0105796 SUNRISE FOOD DISTRIBUTOR INC.	163557	8/15/2016	219.45
0017802 SUPPLYWORKS	163558	8/15/2016	256.44
0101086 T-MOBILE	163563	8/15/2016	96.48
0100225 TANYA NACHEVA	163507	8/15/2016	136.00
0100133 TERESITA YUMANG	163576	8/15/2016	75.00
0106493 TERRELL ARRINGTON	163402	8/15/2016	85.00
0018275 THE REGENTS OF THE UNIVERSITY OF CA	163510	8/15/2016	397.56
0097449 THYSSENKRUPP ELEVATOR CORP.	163561	8/15/2016	417.81
0015994 UNDERGROUND SERVICE ALERT	163565	8/15/2016	1,322.42
0018618 UNITED SITE SERVICES INC.	163566	8/15/2016	655.10
0102744 UNIVERSAL BUILDING SERVICES	163567	8/15/2016	4,997.00
0102988 VANTAGEPOINT TRANSFER AGENTS	163568	8/15/2016	11,487.85
0104256 VIBO MUSIC CENTER	163569	8/15/2016	1,332.00
0104233 WAVE	163572	8/15/2016	8,822.50
0105955 WEST COAST CODE CONSULTANTS, INC.	163432	8/15/2016	47,501.28
0091383 WEST WILSON	163575	8/15/2016	50.00
0000612 WESTVALLEY CONSTRUCTION CO.INC	163573	8/15/2016	5,555.29
0100134 WILLIAM HOARD	163468	8/15/2016	150.00
0099969 XIAOQUN ZHENG	163578	8/15/2016	212.50
0104033 ZCORUM, INC.	163577	8/15/2016	28,363.25

GrandTotal: 704,043.68

Total count: 196



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

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DATE: September 13, 2016  
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 August 26, 2016 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,652,958.38 for bi-weekly pay period ending August 21, 2016 is attached.

**LABOR SUMMARY FOR PAY PERIOD ENDING : AUGUST 21, 2016**

<b>pyLaborDist</b>	<b>08/26/16</b>
Fund: 001 - GENERAL FUND	1,286,416.16
Fund: 121 - FEDERAL/STATE GRANTS	1,498.89
Fund: 122 - SOLID WASTE/RECYCL.	2,346.95
Fund: 190 - EMERGENCY DISASTER FUND	13,023.04
Fund: 201 - PARKS AND FACILITIES CAPITAL	186.10
Fund: 203 - STREET IMPROVE. PROJECTS	4,803.52
Fund: 611 - WATER FUND	89,941.56
Fund: 621 - STORMWATER FUND	12,884.79
Fund: 631 - WASTEWATER FUND	79,766.41
Fund: 641 - CABLE TV FUND	100,249.46
Fund: 701 - CENTRAL GARAGE	11,830.82
Fund: 702 - FACILITY MAINT.FUND	30,537.31
Fund: 707 - TECHNOLOGY DEVELOPMENT	14,319.02
Fund: 711 - SELF INSURANCE	5,154.35
<b>Total</b>	<b>1,652,958.38</b>



City of San Bruno  
567 El Camino Real  
San Bruno, CA 94066

**CITY OF SAN BRUNO**  
**Portfolio Summary**  
**July 31, 2016**

Investments	CUSIP	Book Value / Purchase Price	Market Value	Interest Rate	Maturity Date	% of Portfolio
<b>Investment Pools</b>						
Local Agency Investment Fund		14,380,787.23		0.59%		25%
Glenview Fire Local Agency Investment Fund		3,059,683.19		0.59%		5%
San Mateo County Pool		20,343,414.91		0.90%		36%
<b>Total Investment Pools</b>		<b>37,783,885.33</b>				<b>66%</b>
<b>Union Bank Investments</b>						
Federal Home Loan Mortgage Corp	3134G6ZX4	1,000,000.00	1,004,810.00	0.85%	August 25, 2017	2%
Federal Home Loan Bank Notes	3130A5HT9	1,000,000.00	1,000,650.00	0.75%	August 28, 2017	2%
Federal Home Loan Mortgage Corp	3134G5AU9	2,000,000.00	2,012,600.00	1.19%	December 26, 2017	4%
Federal Home Loan Mortgage Corp	3134G7FK2	1,000,000.00	1,005,060.00	1.10%	March 23, 2018	2%
Federal Home Loan Banks	3130A7H73	1,000,000.00	1,001,350.00	1.10%	March 29, 2018	2%
Federal Farm Credit Banks	3133EFD95	2,000,000.00	2,000,000.00	1.15%	November 23, 2018	4%
Federal Farm Credit Bank	3133EFBQ9	1,000,000.00	1,000,380.00	1.37%	March 1, 2019	2%
Federal Home Loan Mortgage Corp	3134G8RK7	1,000,000.00	1,000,100.00	1.00%	March 29, 2019	2%
Federal Farm Credit Bank	3133EF4C8	2,000,000.00	2,002,280.00	1.19%	April 25, 2019	4%
Cal State Federal Taxable	13063CKL3	2,015,100.00	2,039,720.00	2.22%	May 1, 2019	4%
U.S. Government Money Market	26200630S	5,327,907.43	5,327,907.43	0.01%		9%
<b>Total Union Bank Investments</b>		<b>19,343,007.43</b>	<b>19,394,857.43</b>			<b>34%</b>
<b>Total Investments</b>		<b>\$ 57,126,892.76</b>				<b>100%</b>

All securities held by the City of San Bruno as of July 31, 2016 were in compliance with the City's Investment Policy Statement. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

7.C.

9/6/2016 2:53:39PM

Through period: 1

City of San Bruno  
Through July 2016

	Cash	Investments	Fund Total
001 GENERAL FUND	659,388.43	53,812.10	713,200.53
002 GENERAL FUND RESERVE	9,076,147.36	0.00	9,076,147.36
003 ONE-TIME REVENUE	1,103,944.15	0.00	1,103,944.15
004 NEW CAP IMPROV/ONE-TIME INITIATIVE RSRV	7,035,546.03	0.00	7,035,546.03
101 GAS TAX	(34,457.91)	0.00	(34,457.91)
102 MEASURE A TRANSPORTATION TAX	263,576.72	0.00	263,576.72
103 STREET SPECIAL REVENUE	312,921.09	0.00	312,921.09
104 TRAFFIC CONGESTION RELIEF	0.00	0.00	0.00
111 POLICE ASSET FORFEITURE	166,184.28	0.00	166,184.28
112 SAFETY AUGMENT. -PROP.172	0.00	0.00	0.00
113 POLICE SPECIAL REVENUE	41,844.57	0.00	41,844.57
114 TRAFFIC SAFETY GRANT	62,258.57	0.00	62,258.57
121 FEDERAL/STATE GRANTS	16,289.03	0.00	16,289.03
122 SOLID WASTE/RECYCL.	269,654.70	0.00	269,654.70
123 LIBRARY SPECIAL REVENUE	161,200.93	0.00	161,200.93
131 IN-LIEU FEES	3,528,501.27	0.00	3,528,501.27
132 AGENCY ON AGING	28,933.07	0.00	28,933.07
133 RESTRICTED DONATIONS	1,113,265.87	0.00	1,113,265.87
134 ED JOHNSON BEQUEST FUND	26,218.68	0.00	26,218.68
135 GLENVIEW FIRE DONATIONS	0.00	0.00	0.00
136 EMERGENCY DISASTER RESERVE	3,059,683.19	0.00	3,059,683.19
151 SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00
152 CITY OF SB AS SUCCESSOR HOUSING AGENC	411,129.00	0.00	411,129.00
153 RDA OBLIGATION RETIREMENT FUND	703,997.62	822,830.05	1,526,827.67
190 DISASTER RECOVERY FUND	760,973.29	0.00	760,973.29
201 PARKS AND FACILITIES CAPITAL	2,503,970.89	0.00	2,503,970.89
203 STREET IMPROVE. PROJECTS	3,008,449.59	0.00	3,008,449.59
207 TECHNOLOGY CAPITAL	254,743.96	0.00	254,743.96
251 SUCCESSOR AGENCY TO THE SB RDA - CAPIT	0.00	0.00	0.00
302 LEASE DEBT SERVICE	115,807.96	16.20	115,824.16
351 SUCCESSOR AGENCY TO THE SB RDA -2000 C	0.00	0.00	0.00
611 WATER FUND	9,494,635.44	0.00	9,494,635.44
621 STORMWATER FUND	1,757,429.21	0.00	1,757,429.21
631 WASTEWATER FUND	12,461,615.28	9.24	12,461,624.52
641 CABLE TV FUND	(7,377,681.31)	200.00	(7,377,481.31)
701 CENTRAL GARAGE	602,010.32	0.00	602,010.32
702 FACILITY MAINT.FUND	670,991.87	0.00	670,991.87
703 GENERAL EQUIPMENT REVOLVING	5,527,784.82	0.00	5,527,784.82
707 TECHNOLOGY DEVELOPMENT	281,262.06	0.00	281,262.06
711 SELF INSURANCE	1,790,058.08	91,118.50	1,881,176.58
870 SAN BRUNO COMMUNITY FOUNDATION	0.00	0.00	0.00
880 PROJECT DEVELOP. TRUST	81,113.18	0.00	81,113.18
891 S.B. GARBAGE CO. TRUST	303,573.36	0.00	303,573.36
<b>Grand Total:</b>	<b>60,242,964.65 *</b>	<b>967,986.09</b>	<b>61,210,950.74</b>

## \* Reconciliation of Pooled Cash &amp; Investments to Portfolio Book Value

Investment Portfolio Value	\$57,126,892.76
Cash on hand - Checking Account	4,494,807.07
Payroll and Accounts Payable Outstanding Checks	(1,589,569.59)
Deposits in Transit	210,834.41
General Ledger Cash Balance as of July 31, 2016	\$60,242,964.65

Totals are through period: 1

Page: 1



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** September 13, 2016  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Marc Zafferano, City Attorney  
**SUBJECT:** Waive Second Reading and Adopt Ordinance Amending Municipal Code Chapter 6.50 Changing the Hours of Sale and Use of Safe and Sane Fireworks

**BACKGROUND:**

At the July 12 City Council meeting, the City Council received a report from the Fire Chief and the Police Chief regarding fireworks activities and enforcement during the recent 4<sup>th</sup> of July holiday. The City Council requested that staff return with information regarding amendment of the ordinance with respect to the allowed times for sale and use of safe and sane fireworks.

Prior to 2005, the City had permitted the sale and use of safe and sane fireworks. On March 22, 2005, the City Council replaced the City's former regulations by adopting new Chapter 6.50, which established the following hours:

*Sale:* June 28 Noon to 9:00 p.m.  
June 29-July 4 9:00 a.m. to 9:00 p.m.

*Use:* June 28-July 3 Noon to 10:00 p.m.  
July 4 Noon to midnight

As adopted by the City Council, Chapter 6.50 also included a sunset clause by which the ordinance would expire on January 31, 2006.

On June 14, 2005, the City Council considered whether to submit to the voters a ballot measure (Measure G) that would amend Chapter 6.50 by removing the sunset clause and replacing it with the following language:

*"The City Council may amend this Chapter 6.50 to: (1) limit or expand the hours during which Safe and Sane fireworks may be used or sold, provided that in no event shall such hours commence prior to that allowed by state law or extend beyond July 4<sup>th</sup>; and (2) make minor or technical adjustments consistent with the purposes as set forth in the Safe and Sane Fireworks Initiative. Except as otherwise provided in the preceding sentence, this Chapter 6.50 may only be amended or repealed by vote of the voters of San Bruno."*

In the impartial analysis of Measure G, the City Attorney explained that the initiative would re-adopt Chapter 6.50 with some changes, including removing the expiration date and replacing it with the paragraph above, so the ordinance would remain in effect unless repealed or amended by the voters. Other changes included minor grammatical changes to the text of the ordinance.

*7.d.*

For reference, a copy of the full text of Measure G and the impartial analysis is attached as Attachment 1.

At the November 2005 election, the voters of the City adopted Measure G by a vote of 6,654 (65.32%) in favor, and 3,533 (34.68%) opposed. Since adoption of the Measure, no changes have been made to the ordinance by either the voters or the City Council.

On July 26, 2016, the City Council considered whether to change the hours of sale and use of safe and sane fireworks. After discussion, the City Council directed staff to return with an ordinance for introduction that would reduce the end times of sale and use.

Per the text of the ordinance adopted by the voters, the City Council retains some discretion to adjust the times during which safe and sane fireworks may be sold or used, or to make "minor or technical adjustments consistent with the purposes as set forth in the... initiative". At the July 12 and July 26 City Council meetings, there was discussion about changing the end times for sale and use, and these modified times are shown below:

<i>Sale:</i> June 28	Noon to <del>9:00 p.m.</del> 8:00 p.m.
June 29-July 3	<del>9:00</del> 10:00 a.m. to <del>9:00 p.m.</del> 8:00 p.m.
July 4	10:00 a.m. to 7:00 p.m.

<i>Use:</i> June 28-July 3	Noon to <del>10:00 p.m.</del> 9:00 p.m.
July 4	Noon to <del>midnight</del> 11:00 p.m.

The Police Chief and Fire Chief supported these adjustments. Discontinuing sales at 8:00 p.m. (and at 7:00 p.m. on the 4<sup>th</sup>) instead of 9:00 p.m. would ensure that loading and unloading of safe and sane fireworks for sale would not occur after dark, thus enhancing the safety of fireworks booth operators as well as the general public. Changing the hours of use would reduce the burden of late-night enforcement and help to reduce noise and other impacts to residents.

On August 23, 2016, the City Council held a public hearing to consider introducing an ordinance reflecting the amended times listed above. After taking public comment, the City Council introduced the ordinance with an amendment setting the end time for sales at 8:00 p.m. on all days, including July 4.

**DISCUSSION:**

Per the City Council's direction, the ordinance introduced at the August 23, 2016 meeting and proposed for adoption at this meeting would contain the following hours of sale and use for safe and sane fireworks, as reflected in Attachment 2 and shown in yellow highlight:

<i>Sale:</i> June 28	Noon to 8:00 p.m.
June 29-July 4	10:00 p.m. to 8:00 p.m.

<i>Use:</i> June 28-July 3	Noon to 9:00 p.m.
July 4	Noon to 11:00 p.m.

**FISCAL IMPACT:**

None at this time.

**ALTERNATIVES:**

1. Direct staff to return with alternative hours of sale and use. This would necessitate returning at the next available meeting to re-introduce the ordinance.
2. Direct staff to discontinue its efforts regarding this issue.

**RECOMMENDATION:**

Waive second reading and adopt ordinance amending Chapter 6.50 changing the hours of sale and use of Safe and Sane Fireworks.

**ATTACHMENTS:**

1. Full text and impartial analysis of Measure G from November 8, 2005 election
2. San Bruno Municipal Code Chapter 6.50 with amendments for adoption

**DATE PREPARED:**

August 24, 2016

**REVIEWED BY:**

\_\_\_\_\_ CM

ARGUMENTS IN SUPPORT OF OR IN OPPOSITION TO THE PROPOSED LAWS ARE THE OPINIONS OF THE AUTHORS  
**CITY OF SAN BRUNO**

**MEASURE G**

“Shall the Safe & Sane Fireworks Ordinance – which allows the continued sale, use, or discharge of Safe & Sane Fireworks – be adopted?”

**FULL TEXT**

**INITIATIVE ADOPTING SAFE AND SANE FIREWORKS ORDINANCE**

The People of the City of San Bruno do ordain as follows:

**Section 1 Purpose and Findings**

A. The purpose of this Initiative is to readopt, with certain minor changes, Chapter 6.50 of the San Bruno Municipal Code, which permits the sale, use or discharge of certain fireworks in connection with the annual July 4<sup>th</sup> holiday;

B. State law prohibits the sale, use or discharge of “dangerous” fireworks absent a permit, but authorizes cities to permit the sale, use and discharge of “safe and sane” fireworks, as defined by state law;

C. The City of San Bruno has long permitted the sale, use or discharge of “safe and sane” fireworks. On March 22, 2005, the San Bruno City Council replaced the City’s prior regulations with Chapter 6.50;

D. By reaffirming the main provisions of Chapter 6.50, and establishing that those provisions generally cannot be amended without voter approval, this Initiative will accommodate the continued sale, use and discharge of “safe and sane” fireworks in a manner that protects the health, welfare and general well-being of the community.

**Section 2 Municipal Code Amendments**

Chapter 6.50 of the City of San Bruno Municipal Code is hereby readopted and amended as shown below. Text to be added to Chapter 6.50 is indicated in *bold italics*, while text to be deleted is indicated in ~~strikeout~~. Text in standard type currently appears in Chapter 6.50 and is readopted by this Initiative.

**CHAPTER 6.50  
SAFE AND SANE FIREWORKS**

Sections:

- 6.50.010 Sale, use, ~~and~~ or discharge of “safe and sane” fireworks allowed.
- 6.50.020 Use ~~and~~ or discharge of “safe and sane” fireworks limited.
- 6.50.030 Supervision of minors.
- 6.50.040 Sale of “safe and sane” fireworks limited.
- 6.50.050 “Safe and sane” fireworks – permit required.
- 6.50.060 Rules and regulations pertaining to permits and temporary fireworks stands.
- 6.50.070 Violation—Penalties.
- 6.50.080 ~~Expiration~~ *Amendment or Repeal*
- 6.50.010 Sale, use, ~~and~~ or discharge of “safe and sane” fireworks allowed.

The sale, use, ~~and~~ or discharge of “safe and sane” fireworks, which shall have the meaning ascribed to it in Section 12529 of the California Health and Safety Code, is allowed in accordance with the permitting process and the time, manner and place limitations provided in this Chapter.

- 6.50.020 Use ~~and~~ or discharge of “safe and sane” fireworks limited.

A. It shall be unlawful to use or to discharge any “safe and sane” fireworks during “prohibited fireworks use hours.” “Prohibited fireworks use hours” are anytime other than from noon until 10:00 p.m. on June 28th through July 3rd and from noon until midnight on July 4th.

B. It shall be unlawful to possess “safe and sane” fireworks with intent to use or to discharge during “prohibited fireworks use hours,” as defined herein.

C. It shall be unlawful for any person to ignite, discharge, project or otherwise fire or use, any “safe and sane” fireworks, or permit the ignition, discharge or projection thereof, upon or over or onto the property of another within 10 feet of any residence, dwelling or other structure.

D. The use of “safe and sane” fireworks within the city shall be limited to private property, except as otherwise provided herein. No “safe and sane” fireworks shall be discharged on public, semi-public, or private open areas such as parking lots, vacant property, or in public streets or right of ways, absent written consent of the owner.

6.50.030 Supervision of minors.

It shall be unlawful for any person having the care, custody or control of a minor (under 18-years old) to permit such minor to possess, use, discharge, explode, fire or set off any “safe and sane” fireworks unless such minor does so under the direct supervision of an adult (18-years old or older) and only during the hours, days and locations permitted by this chapter.

6.50.040 Sale of “safe and sane” fireworks limited.

The sale of “safe and sane” fireworks shall be limited from noon until 9:00 p.m. on June 28th and from 9:00 a.m. until 9:00 p.m. on June 29th through July 4th. The provisions of this section shall not be applicable to public agencies or manufacturers or suppliers of fireworks for public display or storage. Organizations to which permits have been issued may accept delivery of “safe and sane” fireworks for stocking purposes no more than seventy-two (72) hours prior to the time allotted for “safe and sane” fireworks sales.

6.50.050 “Safe and sane” fireworks -- Permit required.

It shall be unlawful for any person or organization to possess for sale or to sell “safe and sane” fireworks within the city without having first applied for and received a city permit authorizing such sale.

6.50.060 Rules and regulations pertaining to permits and temporary fireworks stands.

The city council shall establish by resolution the rules and regulations pertaining to temporary fireworks stand. It shall be unlawful for any permittee to fail to comply with the rules and regulations pertaining to temporary fireworks stands.

6.50.070 Violation - Penalties.

A. Any person in violation of this chapter shall be subject to *the penalties and administrative fines established by the City Council pursuant to resolution. If the City Council has not adopted such a resolution prior to the effective date of the Safe and Sane Fireworks Initiative*, the following penalties *shall apply until the City Council does so*:

1. An administrative fine not exceeding one hundred dollars (\$100) for a first violation;
2. An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one year;
3. An administrative fine not exceeding five hundred dollars (\$500) for a third violation within one year.

B. Every parent, guardian or other person having the legal care, custody or control of any person under the age of eighteen years, who knows or reasonably should know that a minor is in violation of this chapter

## CITY OF SAN BRUNO

may be issued an administrative fine in accordance with the provisions of this section.

C. Administrative fines shall be issued and processed in accordance with the provisions of San Bruno Municipal section 5.08.010 through 5.08.110.

D. In addition to the penalties *and fines* set forth above, a violation of any of the provisions of this chapter or any of the conditions imposed upon a permit issued hereunder shall subject the permittee to suspension or revocation of its permit and its permittee status, as provided by resolution of the city council in the rules and regulations pertaining to temporary fireworks stands.

Section 6.50.080 is hereby amended as follows:

### 6.50.080 *Amendment or Repeal*

~~This chapter shall remain in effect only until January 31, 2006. The City Council may amend this Chapter 6.50 to: (1) limit or expand the hours during which Safe and Sane fireworks may be used or sold, provided that in no event shall such hours commence prior to that allowed by state law or extend beyond July 4th; and (2) make minor or technical adjustments consistent with the purposes as set forth in the Safe and Sane Fireworks Initiative. Except as otherwise provided in the preceding sentence, this Chapter 6.50 may only be amended or repealed by vote of the voters of the City of San Bruno.~~

### Section 3. **Effective Date**

As provided for in Elections Code section 9217, this Initiative shall take effect ten days after the date on which the elections results are declared by the San Bruno City Council.

### Section 4. **Severability and Interpretation.**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The voters hereby declare that they would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

## IMPARTIAL ANALYSIS OF MEASURE G

The San Bruno City Council directed that an initiative ordinance be placed before the voters regarding whether the City's "safe and sane" fireworks law should remain in effect.

**Existing Law:** Cities are allowed to ban or to regulate "safe and sane" fireworks. Currently, San Bruno regulates them. San Bruno Municipal Code Chapter 6.50 limits the days and hours when "safe and sane" fireworks may be sold, used, or discharged to a period of time around the July 4<sup>th</sup> holiday. It also limits where they may be used or discharged. Violators may be fined for not complying with the City's ordinance. Chapter 6.50 will expire on January 31, 2006.

**Effect of the Measure:** The Initiative would re-adopt Chapter 6.50 with some changes. First, the expiration date would be removed so that the ordinance would remain in effect unless repealed or amended by the voters. The City Council would be only authorized to make minor changes to the ordinance such as to the days and time when "safe and sane" fireworks may be sold, used or discharged. Secondly, the City Council may modify the penalties for violations. Finally, the Initiative makes minor grammatical changes to the text of the ordinance.

A "yes" vote in favor of the Initiative extends existing City law allowing the continued sale, use or discharge of "safe and sane" fireworks. If adopted by the voters, the City Council would not have the authority to change or amend this law without voter approval.

A "no" vote against the Initiative would leave the City's law set to expire in 2006. The City Council would retain the discretion to consider various options at that time, including but not limited to, enacting a ban on the sale, use, or discharge of "safe and sane" fireworks.

To be adopted, the measure must receive "yes" votes from a majority of the voters voting on the measure.

/s/ **Pamela Thompson**  
City Attorney

## **Chapter 6.50 SAFE AND SANE FIREWORKS**

### **6.50.010 Sale, use or discharge of safe and sane fireworks allowed.**

The sale, use, or discharge of safe and sane fireworks, which shall have the meaning ascribed to it in Section 12529 of the California Health and Safety Code, is allowed in accordance with the permitting process and the time, manner and place limitations provided in this chapter. (Voter Measure G § 2, 2005: Ord. 1700 § 2, 2005)

### **6.50.020 Use or discharge of safe and sane fireworks limited.**

A. It is unlawful to use or to discharge any safe and sane fireworks during prohibited fireworks use hours. **“Prohibited fireworks use hours” means anytime other than from noon until nine p.m. on June 28th through July 3rd and from noon until eleven p.m. on July 4th.**

B. It is unlawful to possess safe and sane fireworks with intent to use or to discharge during prohibited fireworks use hours, as defined in subsection A of this section.

C. It is unlawful for any person to ignite, discharge, project or otherwise fire or use, any safe and sane fireworks, or permit the ignition, discharge or projection thereof, upon or over or onto the property of another within ten feet of any residence, dwelling or other structure.

D. The use of safe and sane fireworks within the city shall be limited to private property, except as otherwise provided herein. No safe and sane fireworks shall be discharged on public, semi-public, or private open areas such as parking lots, vacant property, or in public streets or rights-of-way, absent written consent of the owner. (Voter Measure G § 2, 2005: Ord. 1700 § 2, 2005)

### **6.50.030 Supervision of minors.**

It is unlawful for any person having the care, custody or control of a minor (under eighteen years old) to permit such minor to possess, use, discharge, explode, fire or set off any safe and sane fireworks unless such minor does so under the direct supervision of an adult (eighteen years old or older) and only during the hours, days and locations permitted by this chapter. (Voter Measure G § 2, 2005: Ord. 1700 § 2, 2005)

### **6.50.040 Sale of safe and sane fireworks limited.**

**The sale of safe and sane fireworks shall be limited from noon until eight p.m. on June 28<sup>th</sup> and from 10:00 a.m. until 8:00 p.m. on June 29<sup>th</sup> to July 4th.** The provisions of this section shall not be applicable to public agencies or manufacturers or suppliers of fireworks for public

display or storage. Organizations to which permits have been issued may accept delivery of safe and sane fireworks for stocking purposes no more than seventy-two hours prior to the time allotted for safe and sane fireworks sales. (Voter Measure G § 2, 2005: Ord. 1700 § 2, 2005)

#### **6.50.050 Safe and sane fireworks—Permit required.**

It is unlawful for any person or organization to possess for sale or to sell safe and sane fireworks within the city without having first applied for and received a city permit authorizing such sale. (Voter Measure G § 2, 2005: Ord. 1700 § 2, 2005)

#### **6.50.060 Rules and regulations pertaining to permits and temporary fireworks stands.**

The city council shall establish by resolution the rules and regulations pertaining to temporary fireworks stands. It is unlawful for any permittee to fail to comply with the rules and regulations pertaining to temporary fireworks stands. (Voter Measure G § 2, 2005: Ord. 1700 § 2, 2005)

#### **6.50.070 Violation—Penalties.**

A. Any person in violation of this chapter shall be subject to the penalties and fines established by the city council pursuant to resolution. If the city council has not adopted such a resolution prior to the effective date of the Safe and Sane Fireworks Initiative, the following penalties shall apply until the city council does so:

1. An administrative fine not exceeding one hundred dollars for a first violation;
2. An administrative fine not exceeding two hundred dollars for a second violation within one year;
3. An administrative fine not exceeding five hundred dollars or a third violation within one year.

B. Every parent, guardian or other person having the legal care, custody or control of any person under the age of eighteen years, who knows or reasonably should know that a minor is in violation of this chapter may be issued an administrative fine in accordance with the provisions of this section.

C. Administrative fines shall be issued and processed in accordance with the provisions of San Bruno Municipal Sections 5.08.010 through 5.08.110.

D. In addition to the penalties and fines set forth above, a violation of any of the

provisions of this chapter or any of the conditions imposed upon a permit issued hereunder shall subject the permittee to suspension or revocation of its permit and its permittee status, as provided by resolution of the city council in the rules and regulations pertaining to temporary fireworks stands. (Voter Measure G § 2, 2005: Ord. 1700 § 2, 2005)

**6.50.080 Amendment or repeal.**

The city council may amend this chapter to: (1) limit or expand the hours during which safe and sane fireworks may be used or sold, provided that in no event shall such hours commence prior to that allowed by state law or extend beyond July 4th; and (2) make minor or technical adjustments consistent with the purposes as set forth in the Safe and Sane Fireworks Initiative. Except as otherwise provided in the preceding sentence, this chapter may only be amended or repealed by vote of the voters of the city of San Bruno. (Voter Measure G § 2, 2005: Ord. 1700 § 2, 2005)



City Council Agenda Item  
Staff Report

CITY OF SAN BRUNO

**DATE:** September 13, 2016

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

**FROM:** Jimmy Tan, Public Services Director/City Engineer

**SUBJECT:** Adopt Resolution Accepting the Crestmoor Neighborhood Streetlights Electrical Wire Replacement Project as Complete, Authorizing the Filing of a Notice of Completion with the San Mateo County Recorder's Office, and Authorizing Release of the Construction Contract Retention in the Amount of \$13,773

**BACKGROUND:**

In late October 2015, the Crestmoor I neighborhood began to experience a streetlight outage that affected 57 streetlights along the following streets: Alpine Way, Crestmoor Dr. (north of San Bruno Ave.), Dover Ct., Essex Ct., Hamilton Ave., Kingston Ave., Lexington Way, Madison Ave., Markham Ave., Princeton Dr., Trenton Dr., Whitecliff Ave. and Whitman Way. The lights are on a Regulated Output (RO) circuit that is powered by a transformer which sends higher voltage to all the streetlights within the circuit. The circuit network consists of a single electrical wire that begins at the transformer and connects to each individual streetlight in the grid and returns to the transformer. Any issues within the RO circuit or the PG&E owned transformer can cause the entire string of lights to go out, this is what happened at the Crestmoor I neighborhood. Within the RO circuit, PG&E owns and is responsible for maintenance and operation of the transformer, the photo cell and the switch. The City is responsible for the conduits and wiring, and the streetlight poles and fixtures.

Immediately after the initial outage was reported, the City coordinated with PG&E to evaluate their RO transformer to determine whether it caused the streetlight outage. At the same time, the City and its streetlight contractor, Flowers Electric, commenced testing and evaluation of the underground electrical wiring at specific locations and made numerous repairs. The City replaced over 1,000 feet of underground wiring, repaired 50 splices, removed and replaced burned fixture heads, installed LED replacement fixtures and step-down transformers, replaced streetlight pole wiring, and removed/bypassed streetlights on the system that failed. Unfortunately, these efforts only temporarily fixed the issue and the streetlight outage continued.

The City Council received a report at the November 10, 2015 City Council meeting regarding the outage and the on-going efforts being completed by staff and City contractors. Staff provided a detailed explanation of the RO circuit and trouble-shooting efforts. The City Council authorized staff to identify and hire an electrical contract firm with expertise in RO system circuitry to assist with the on-going testing and repair effort. The City hired St. Francis Electric to perform voltage tests on existing electrical wires within the neighborhood.

*T.e.*

In late November, the City completed the replacement of all fixtures to LEDs with step-down transformers for lights located in the streetlight outage area north of San Bruno Avenue. Additional underground wires were removed and replaced. The RO circuit was energized and the streetlights were operational. In early December, the City replaced some of the fixtures within the streetlight outage area south of San Bruno Avenue with LED. When the south of San Bruno Avenue portion of the RO circuit was connected to the main circuit, multiple non LED fixtures in the circuit began to fail and the entire circuit (both the north and south ends) were de-energized to prevent further malfunctions.

City staff met with the City Council Surface Infrastructure Subcommittee (R. Medina/K. Ibarra) on December 10, 2015 to discuss both the near term need for reliable temporary lighting and available options for permanent repair of the streetlight system for the neighborhood. Staff provided various temporary and permanent options for discussion. One permanent option which the City considered was the replacement of the entire RO circuit but determined that the extended schedule for the work including system design by PG&E would not be desirable. The other permanent option considered was to replace all existing underground electrical wiring with new wires. At that meeting, the Subcommittee concurred with staff's recommendations to work with the neighborhood residents to provide power to the streetlights by connecting the streetlight to an electrical outlet at an adjacent residence as a temporary solution and to proceed with the development of a project to replace the underground electrical wire for the permanent solution. A special City Council meeting was also held on December 22, 2015 to provide the City Council an update on the status of the streetlight outage, temporary lighting options and permanent repair alternatives. The City Council approved the staff and Surface Infrastructure Subcommittee's recommendations on both the temporary and permanent repairs of the system.

#### **DISCUSSION:**

On January 12, 2016, City Council adopted a resolution to waive the competitive bidding process and authorized the City Manager to execute a contract with a qualified electrical contractor for the emergency replacement of RO underground electrical wiring in an amount not to exceed \$500,000. In February 2016, the City entered into a construction agreement with St. Francis Electric for \$398,000. The scope of the project included removing and replacing underground wiring throughout the entire RO circuit to provide a long term solution. The work involved removing sidewalks at certain locations to install new utility boxes and performing operational tests on the new wiring once installed.

St. Francis Electric began work on March 14, 2016, focusing on the removal and replacement of the underground wires within the north of San Bruno Avenue area. After completion of the wire replacement for the north of San Bruno Avenue area, the RO circuit was energized to determine whether the streetlights were activated. All streetlights within the north of San Bruno area were active. Then the wire replacement within the area south of San Bruno Area commenced and was completed in mid-May 2016. Streetlights within both areas were successfully activated after energizing the RO circuit. St. Francis performed operational testing on the lights and wires, which yielded no further deficiencies in the system.

St. Francis Electric has completed the project within budget and on schedule. There are no unresolved stop notices or outstanding construction claims for this project. The construction contract required a 5% retention to be withheld, which totals \$13,773.32. Staff recommends that the City Council accept the construction project as complete, authorize filing the Notice of Completion with the San Mateo County Recorder's Office, and approve release of the contract retention.

**FISCAL IMPACT:**

The Crestmoor Neighborhood Streetlights Electrical Wire Replacement Project was an emergency repair of the extended streetlight outage. An appropriation from the General Fund Capital Reserve Fund in an amount not to exceed \$500,000 was approved at the January 12, 2016 City Council meeting. As detailed below, the total expenditures for the project are \$399,989 which is \$100,011 less than the approved budget of \$500,000. The remaining budget of \$100,011 will be returned to the General Fund Capital Reserve Fund.

	<u>Expenditure</u>
Final Construction Contract- St. Francis Electric	\$ 398,000
Construction Change Orders	\$ (46,234)
Flowers Electric	\$ 37,972
City Staff- Project Management	<u>\$ 10,251</u>
Project Total	\$ 399,989
Project Savings	<u>\$ 100,011</u>
Total CIP Budget	\$ 500,000

There is no further fiscal impact with acceptance of this project as complete.

**ALTERNATIVES**

1. Do not accept the construction contract as complete and do not authorize filing of a Notice of Completion.

**RECOMMENDATION**

Adopt Resolution accepting the Crestmoor Neighborhood Streetlights Electrical Wire Replacement Project as complete, authorizing the filing of a Notice of Completion with the San Mateo County Recorder's Office, and authorizing release of the construction contract retention in the amount of \$13,773.

**DISTRIBUTION:**

None

**ATTACHMENTS:**

1. Resolution
2. Project Acceptance Information Form

**DATE PREPARED:**

August 26, 2016

**REVIEWED BY:**

\_\_\_\_\_ CM  
\_\_\_\_\_ ACM  
\_\_\_\_\_ FIN

RESOLUTION NO. 2016 - \_\_\_\_

**RESOLUTION ACCEPTING THE CRESTMOOR NEIGHBORHOOD STREETLIGHTS ELECTRICAL WIRE REPLACEMENT PROJECT AS COMPLETE, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION WITH THE SAN MATEO COUNTY RECORDER'S OFFICE, AND AUTHORIZING RELEASE OF THE CONSTRUCTION CONTRACT RETENTION IN THE AMOUNT OF \$13,773**

**WHEREAS**, the Crestmoor I neighborhood began experiencing streetlight outages in late October 2015 that affected 57 lights on a Regulated Output (RO) circuit; and

**WHEREAS**, on November 10, 2015, the City Council authorized staff to hire an experienced electrical contractor with knowledge of RO system to perform repairs and tests on the circuit; and

**WHEREAS**, multiple attempts to resolve the outage were unsuccessful; and

**WHEREAS**, on December 10, 2015, staff met with the Surface Infrastructure Committee and were provided direction on options for temporary and permanent solutions to the outage; and

**WHEREAS**, on January 12, 2016, the City Council authorized the City Manager to execute a contract for the Crestmoor Neighborhood Streetlights Electrical Wire Replacement Project, appropriate an amount not to exceed \$500,000 from the Capital Reserve Fund, and waive the competitive bidding process (Public Contract Code Section 20168; Municipal Code Section 2.44.030[B]); and

**WHEREAS**, on February 4, 2016, the City entered into a construction agreement with St. Francis Electric; and

**WHEREAS**, all construction work as part of this contract has been completed to the satisfaction of the City's project management team; and

**WHEREAS**, the construction contract requires the filing of a Notice of Completion of this project with the San Mateo County Recorder's Office and release of the construction contract retention in the amount of \$13,773 upon the acceptance of the project as complete.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby accepts the Crestmoor Neighborhood Streetlights Electrical Wire Replacement Project as complete, authorizes the filing of a Notice of Completion with the San Mateo County Recorder's Office, and authorizes release of the construction contract retention in the amount of \$13,773.

Dated: September 13, 2016

ATTEST:

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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 September, 2016 by the following vote:

AYES: Councilmembers: \_\_\_\_\_  
NOES: Councilmembers: \_\_\_\_\_  
ABSENT: Councilmembers: \_\_\_\_\_



**Capital Improvement Program  
Project Acceptance Information Form**

**As of June 30, 2016**

Contract Name:	Crestmoor Neighborhood Streetlights Electrical Wire Replacement Project	Contract No.:	60002
Project Manager:	Jimmy Tan		
Construction Contractor:	St. Francis Electric		
Construction Inspection Services:	City staff		

**Project Information:**

Project Description:	This project replaced the underground electrical wires and installed junction boxes for the Crestmoor Neighborhood Regulated Output (RO) streetlight system
Construction Contract Award:	January 12, 2016
Start of Construction:	March 2016
Contract Change Orders (CCO):	Two change orders were issued totaling \$10,756.46 for additional work related to perform hand digging at several areas, installation of new conduit, removal and replacement of existing poles, and removal of concrete.
Substantial Completion:	May 2016
Final Completion:	May 2016
Notice of Completions:	Scheduled for filing on September 14, 2016

**Project Costs:**

	<b>Budget</b>	<b>Actual</b>
<b>TOTAL PROJECT</b>	<b>\$ 500,000</b>	<b>\$ 399,989</b>
City Staff - Design Development	\$ -	\$ -
Construction Contract	\$ 398,000	\$ 398,000
Contingency	\$ 59,700	-
Change Orders	\$ -	\$ (46,234)
Troubleshoot/Repair RO Wiring/Install RO Transformer (Flowers Electric)	\$ -	\$ 37,972
Reproduction & Advertisement	\$ -	\$ -
City Staff – Project Management and Inspection	\$ 42,300	\$ 10,251
<b>Project Total</b>	<b>\$ 500,000</b>	<b>\$ 399,989</b>



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** September 13, 2016

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

**FROM:** Jimmy Tan, Public Services Director/City Engineer

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Execute an Improvement Agreement, a Maintenance Agreement and a Stormwater Treatment Measures Maintenance Agreement for the Medical/Office Development at 841 San Bruno Avenue

**BACKGROUND:**

On December 8, 2015, the City Council approved the Planned Development Permit and Architectural Review Permit for the project known as the Medical/Office Project located at 841 San Bruno Avenue. The primary use of the proposed building is anticipated to be a dialysis medical clinic. The proposed project will construct a new 15,200 square foot medical office building with 43 parking spaces, 32 surface parking on the western portion of the site and 11 spaces in a below-grade parking garage on the approximately 30,700 square foot (0.71 acre) property.

Project approval was subject to various conditions that included construction of various public and private improvements. The conditions further required that the developer and the City enter into an Improvement Agreement to guarantee installation of all improvements required of the project, a Maintenance Agreement to define the developer's responsibilities for long-term maintenance of all improvements constructed, and a Stormwater Treatment Measures Maintenance Agreement to define the developer's responsibilities for long-term maintenance of stormwater treatment control measures.

All three of the agreements will be recorded against the property.

**DISCUSSION:**

Improvement plans for the construction of public and private improvements in the City's right of way have been prepared by Genesis Engineering and are nearing final approval. The Engineer's Estimate for construction of the public improvements is \$358,000.

Proposed Public Improvements. The Improvement Plans provide for the following public improvements: new concrete curb, gutter, sidewalk and driveways, street pavement, storm drain systems, domestic water systems, sanitary sewer systems and signing and striping for the project.

Proposed Private Improvements. The improvement plans provide for the following private improvements: landscaping, street trees, irrigation, private utility fixtures and private street

J.F.

facilities including sanitary sewer and storm drain laterals, situated within the public right of way on San Bruno Avenue and the adjacent alleyway known as White Way.

The developer and City staff have worked together to draft the Improvement Agreement, Maintenance Agreement and Stormwater Treatment Measures Maintenance Agreement. Copies of these draft agreements are included in the attachments and may be subject to minor changes as approved by the City Attorney.

The Improvement Agreement ensures that the public improvements will be constructed, approved and accepted by the City of San Bruno. The developer is required to complete all construction, provide a Performance Bond and a Labor and Materials Bond to guarantee completion of all work, provide a Warranty Bond at the completion of construction to guarantee repair of any damage or defects for one year following completion of construction, obtain and provide proof of insurance and hold the City harmless from any claims, and pay for all City costs related to the review, approval and inspection of the improvements and map processing. The Improvement Agreement will be recorded against the property.

The Maintenance Agreement ensures that the project improvements will be maintained to City defined standards including standards for public facilities and private stormwater, wastewater (sanitary sewers) and water facilities, plus landscaping and irrigation. The Maintenance Agreement will be recorded against the property.

The Stormwater Treatment Measures Maintenance Agreement defines the developer's responsibilities for long-term maintenance of stormwater treatment control measures, including mandated annual inspections and report forms documenting results of the inspections. This agreement will also be recorded against the property.

Staff has reviewed the Improvement Agreement, the Maintenance Agreement and the Stormwater Treatment Measures Maintenance Agreement to confirm they are accurate and appropriate for execution.

**FISCAL IMPACT:**

The developer is responsible for constructing all public and private improvements. Upon acceptance of the public improvements by the City Council, the City will assume responsibility for their operation and maintenance, unless otherwise stated in the maintenance agreements. Sewer, water, and storm drain fees and property taxes will be collected from future owners and tenants to cover the ongoing maintenance and operation of these public facilities. The agreements require that performance bonds be provided to secure the work and for developer to pay for City inspection and other costs.

**ALTERNATIVES:**

1. Do not approve the Improvement Agreement, Maintenance Agreement and Stormwater Treatment Measures Maintenance Agreement.
2. Provide alternative direction regarding approval of the agreements.

**RECOMMENDATION:**

Adopt resolution authorizing the City Manager to execute an Improvement Agreement, a Maintenance Agreement and a Stormwater Treatment Measures Maintenance Agreement for the Medical/Office Development at 841 San Bruno Avenue.

**ATTACHMENTS:**

1. Resolution
2. Improvement Agreement
3. Maintenance Agreement
4. Stormwater Treatment Measures Maintenance Agreement

**DATE PREPARED:**

September 1, 2016

**REVIEWED BY:**

\_\_\_\_\_ CM  
\_\_\_\_\_ ACM  
\_\_\_\_\_ CA

RESOLUTION NO. 2016-\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN IMPROVEMENT AGREEMENT, A MAINTENANCE AGREEMENT AND A STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT FOR THE MEDICAL/OFFICE DEVELOPMENT AT 841 SAN BRUNO AVENUE**

**WHEREAS**, The Medical/Office development is located at 841 San Bruno Avenue; and

**WHEREAS**, the developer, MSD-DV San Bruno, LLC has applied for approval to construct a new 15,200 square foot medical office building with 43 parking spaces, 32 surface parking on the western portion of the site and 11 spaces in a below-grade parking garage on the approximately 30,700 square foot (0.71 acre) property; and

**WHEREAS**, on December 8, 2015 the City Council adopted Resolution 2015-111 approving the Planned Development Permit and Architectural Review Permit for the Medical/Office development, subject to certain conditions of approval; and

**WHEREAS**, the improvement plans, prepared by Genesis Engineering, have been reviewed by the City and were determined to be technically correct and in compliance with the project conditions of approval; and

**WHEREAS**, pursuant to the previous project approval, the City and developer have negotiated a proposed Improvement Agreement for the Medical/Office development that guarantees the construction of the improvements; and

**WHEREAS**, the developer has submitted a Maintenance Agreement for the Medical/Office development that specifies developer maintenance standards and responsibilities for improvements constructed; and

**WHEREAS**, the developer has submitted a Stormwater Treatment Measures Maintenance Agreement for the Medical/Office development that specifies developer maintenance standards and responsibilities for stormwater treatment control measures constructed; and

**WHEREAS**, staff has reviewed the Improvement Agreement, the Maintenance Agreement and the Stormwater Treatment Measures Maintenance Agreement, to confirm they are accurate and appropriate for execution.

**NOW, THEREFORE, BE IT RESOLVED** by the San Bruno City Council that the City Manager is authorized to execute the Improvement Agreement, the Maintenance Agreement and the Stormwater Treatment Measures Maintenance Agreement for the Medical/Office development at 481 San Bruno Avenue, subject to such minor amendments necessary to effectuate the intent of the parties.

Dated: September 13, 2016

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 September, 2016 by the following vote:

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

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

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

RECORDING REQUESTED BY )  
 AND WHEN RECORDED MAIL TO: )  
 )  
 City of San Bruno )  
 567 El Camino Real )  
 San Bruno, California 94066 )  
 Attention: City Clerk )  
 )

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

**IMPROVEMENT AGREEMENT**  
**841 San Bruno Avenue,**  
**San Bruno, CA. 94066**

THIS IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”) by and between by and between MSD-DV SAN BRUNO, LLC, a Wisconsin corporation (“Developer”), and the CITY OF SAN BRUNO, a California municipal corporation (“City”) with reference to the following facts:

**R E C I T A L S**

A. Developer is the current fee owner of that certain real property consisting of approximately 0.71 acres located within the City of San Bruno, County of San Mateo, State of California, described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”).

B. On December 8, 2016 the City Council of the City of San Bruno adopted, among other approvals, Resolution No. 2015-111, approving the Planned Development Permit and Architectural Review Permit for the project located at 841 San Bruno Avenue (“Project”), subject to certain conditions of approval (“Conditions”).

C. Developer has submitted to City plans, specifications and drawings entitled Improvement Plans, prepared by Genesis Engineering and dated August 8, 2016 (the “Improvement Plans”), which, in addition to other improvements, provide for certain off-site public improvements consisting of street and street light improvements, storm drain systems, domestic water systems and sanitary sewer systems for the Project (collectively, “Improvements”).

F. City and Developer desire to enter this agreement providing for the construction and installation of the Improvements in accordance with the Improvement Plans.

***AGREEMENT***

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of the Improvements and ensure satisfactory performance by Developer of Developer's obligations to satisfy the Conditions pertaining to the Improvements.

2. Property Subject to Agreement. The Property shall be subject to this Agreement.

3. Duty to Install Improvements. Developer will construct, install and complete, or cause to be constructed, installed and completed, at the Developer's sole cost and expense, the Improvements, in accordance with the Improvement Plans (defined in Recital E. above) and to the satisfaction of the City Engineer, in his reasonable discretion. Developer will also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The Improvements shall include, but are not necessarily limited to, all of the following:

- (a) grading, paving
- (b) curbs, gutters, concrete walkways, driveways
- (c) sanitary sewer system, complete
- (d) water system, complete
- (e) storm drainage system, complete
- (f) site lighting system, complete
- (g) street trees
- (h) landscaping and irrigation system complete
- (i) utility joint trenching
- (j) all Conditions of the Tentative Map
- (k) and all other work, improvements, or construction required by or specified in the abovementioned plans and specifications, conditions of permits and all construction, appurtenances and improvements necessary as reasonable determined by the City Engineer to complete the aforementioned improvements, both within and outside of the Property.

The construction, installation and completion of the Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "Work." The Work and Improvements shall be in strict compliance with the provisions of Chapter 12.44, Improvement Standards, of the San Bruno Code. In the event a conflict exists between the Improvement Plans and the requirements of Chapter 12.44 of the San Bruno Code, the stricter requirement or standard shall govern, as determined by the City Engineer.

4. Completion Date. Developer will complete the Work within one year of the Effective Date. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices and consistent with the Improvement Plans. This completion date may be extended by the City Engineer in his or her sole and absolute discretion at the request of Developer, which request shall be accompanied by a written assurance acceptable to the City Engineer that the securities required by Section 13 shall remain enforceable throughout the term of the extension.

5. Estimated Cost of Work. The engineer's estimated cost of the Work is three hundred fifty-eight thousand and no/dollars (\$358,000) ("Estimated Cost of Work").

6. Modifications to the Plans. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his reasonable discretion, the Improvement Plans are deemed inadequate in any respect, Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with accepted design and construction standards and consistent with the Conditions and Improvement Plans.

7. Repairs. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public roads, streets, or other public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property, or to pay to the property owner of any damaged road, street or property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private or public property was repaired by Developer or to whom Developer has paid the full cost of such repair in accordance with this Section 7. City shall be under no obligation whatsoever to accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and written acceptances have been provided to the City Engineer.

8. Foreman or Superintendent. Developer shall give personal attention to the Work. A competent foreman or superintendent, satisfactory to the City Engineer in his reasonable discretion with authority to act for and on behalf of Developer, shall be named in writing by Developer prior to commencement of the Work, shall be present on the Property during the performance of the Work and may not be changed without advance notification to and the concurrence of the City Engineer.

9. Examination of Work. All of the Work shall be consistent with the Improvement Plans and performed to the satisfaction of the City Engineer, in his reasonable discretion. City and its authorized agents shall, at all times during the performance of the Work, have free access to the Property and the Work and shall be allowed to examine the Work and all materials used and to be used in the Work.

10. City Costs; Deposit. Developer shall pay to City the actual cost for all engineering, inspection, administration, plan check, laboratory and field testing, construction, and other services furnished by City in connection with this Agreement, including those

performed by consultants under contract with City ("City Costs"). Developer shall deposit with City the sum of \$17,900 ("Deposit") to compensate City for all City Costs. Deposit is based on 5% of the Estimated Cost of Work. Developer understands that the Deposit is an estimate and further agrees to pay to City the actual cost of providing such services, in accordance with the City's current fees. Developer agrees to complete payment of such additional sum or sums for the services provided by City, if any, within ten (10) days after billing by City of the additional sum to be paid and agrees that the amount payable shall be increased by ten percent (10%) in the event payment is not made within such ten (10) day period. Any part of the Deposit or such additional sum or sums not utilized by City shall be returned promptly to Developer.

11. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, (b) repairs any private or public property damaged as a result of the Work or pays the full cost of such repair to the owner whose property was damaged and (c) obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair, Developer will provide City with a written notice of completion, together with copies of all written acceptances.

12. Final Acceptance.

12.1 Notice of Completion. Within thirty (30) days of receipt of Developer's written notification pursuant to Section 11 above, the City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repairs are complete to the satisfaction of the City Engineer, in his reasonable discretion, and whether the written acceptances have been provided. If the Work and repairs are, in the opinion of the City Engineer, not complete and satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies that must be corrected to find the Work and repairs complete and satisfactory. Upon satisfactory completion of the Work and repairs and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer, in his reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. The City Engineer's failure to respond to Developer's written notification within thirty (30) days will not be deemed a breach or default under this Agreement.

12.2 Acceptance of Improvements. After sending Developer a written notice of satisfactory completion pursuant to Section 12.1, the City Engineer will recommend acceptance of the Improvements to the City Council. The acceptance of the Improvements, offers of dedication and right-of way, and easements, if any, shall be by resolution of the City Council, with the matter placed on the next available agenda for City Council action. Upon City Council's adoption of such resolution, the City Engineer shall promptly record a notice, in a form to be approved by the City Attorney, in the Official Records of San Mateo County.

13. Performance, Labor and Materials and Warranty Security.

13.1 In accordance with Chapter 12.48, Improvement Security, of the San Bruno Code, Developer will furnish and deliver to City, within the times set forth below, the following security, each of which must be issued by a surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Engineer.

(a) Performance Security. Developer shall furnish and deliver performance security in the amount of three hundred fifty-eight thousand and no/dollars (\$358,000.00), concurrently with the execution of this Agreement, which security must meet the requirements of Government Code section 66499.1 and San Bruno Code Section 12.48 and be acceptable to the City Engineer. The security shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by City in accordance with Section 14 below upon final acceptance of the Improvements as described in Section 12.2 and Developer's delivery of the Warranty Security described in Section 13.1(c).

(b) Payment Security. Developer shall furnish and deliver labor and materials security in the amount of three hundred fifty-eight thousand and no/dollars (\$358,000.00), concurrently with the execution of this Agreement, which security must meet the requirements of Government Code section 66499.2 and San Bruno Code Section 12.48 and be acceptable to the City Engineer. The security shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. City shall retain the security until both (i) City accepts the Work in accordance with Section 12.2 above and (ii) the statute of limitations to file an action under Civil Code section 8410 et seq. has expired. The security amount may thereafter be reduced or released by the City Engineer in accordance with Section 14.

(c) Warranty Security. Developer shall furnish and deliver warranty security in the amount of thirty-five thousand eight hundred and no/dollars (\$35,800.00), upon acceptance of the Improvements and prior to release of the Performance Security. The security shall be in a form acceptable to the City Engineer and shall guarantee and warrant the Work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

13.2 If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, the Developer shall renew or replace any such surety with good and sufficient surety or sureties within ten (10) days after receiving from City written demand thereof.

13.3 Improvement security consisting of corporate surety bonds shall be kept on file with the City Engineer. If a corporate surety bond is replaced by another approved

bond, the replacement shall be filed with the City Engineer and made a part of and incorporated into this Agreement. Upon filing and approval by the City Engineer of a replacement bond, the former improvement security shall be released.

13.4 Modifications of the Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Cost of Work, shall not relieve or release any improvement security furnished by Developer pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Cost of Work, Developer shall furnish additional improvement security for, performance, warranty, and payment, as required by Section 13.1 above, for one hundred percent (100%) of the revised Estimated Cost of Work.

13.5 The City's approved bond forms are attached hereto as Exhibits B, C and

14. Partial Reduction or Release of Improvement Security.

14.1 Partial releases or reductions in the Developer's improvement security may be authorized prior to the City's acceptance of all Improvements required hereunder, as provided in this Section 14.

14.2 Upon acceptance of all or any specified category of the Improvements by the City Council and upon request of the Developer, the improvement security may be reduced or released as follows:

(a) Security for Performance: The security for performance shall be released upon the final completion of the Work, the City's acceptance of the Improvements and Developer's delivery of the warranty security described in Section 13.1(c). At the request of Developer, the Director of Public Works may release a portion of the security for performance in conjunction with the acceptance of part of the Improvements; provided, however, that no such release shall be for an amount less than ten percent (10%) of the total security for performance and such security shall not be reduced to an amount less than seventy-five percent (75%) of the total security for performance until final completion and City acceptance of the Improvements. In no event shall the Director of Public Works authorize a release of the security for performance which would reduce such security to an amount below that required to guarantee the completion of the remaining Work and any other obligation imposed under this Agreement.

(b) Security for Payment: Security furnished to secure payment to contractors, subcontractors, and to persons providing labor, materials or equipment shall, six (6) months after acceptance of all of the Improvements, be reduced to an amount equal to the total amount claimed by all claimants for whom liens have been filed and of which notice has been given to the City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the

payment security shall be released upon settlement or release of all claims and obligations for which the security was given.

(c) If Developer's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement security thereof until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after Developer's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period such agency has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Developer's performance of the obligation was done to its satisfaction.

15. Warranty Period; Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work performed under this Agreement and all materials used in the Work for a period of one (1) year after City's final acceptance in accordance with Section 12. If, within this one (1) year warranty period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work done under this Agreement, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to City upon demand the actual cost of such repairs, replacements or reconstruction.

16. Developer Not Agent of City. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents or employees of City and the Developer's relationship to City, if any, arising herefrom is strictly that of an independent contractor.

17. Indemnification.

17.1 Neither the City, nor its officers, agents nor employees, shall be liable or responsible for any accident, injury, loss, or damage to either property or person attributable to or arising out of the construction or installation of the Improvements. Developer shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Developer's performance under this Agreement. Notwithstanding the forgoing, Developer shall not be obligated under this Agreement to defend and/or indemnify the City to the extent that any of the damage or injury is caused by the gross negligence or willful misconduct of the City or its agents or employees.

17.2 Developer's obligations under this Section 17 are not conditioned or dependent upon the City, or its officers, agents and employees, whether the City prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or whether the City has insurance or other indemnification covering any of these matters.

17.3 Developer's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by the Developer's design or construction of public drainage systems, streets, and other public facilities or Improvements. The City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvements Plans or the Final Map. After City's acceptance of the Improvements, the Developer shall remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction; provided, however, that the Developer shall not be responsible for routine maintenance. Developer's obligations hereunder shall remain in effect for ten (10) years following acceptance of the Improvements by the City Council. Developer acknowledges and agrees that Developer shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements. The Developer's improvement security shall not be required to secure the Developers obligations under this Subsection 17.3 beyond the one-year guarantee and warranty period. If, in any judicial proceedings involving statutory immunity under the Tort Claims Act (Government Code 810, et seq.) asserted by the City, or its officers, agents or employees, is determined by a court of competent jurisdiction to be inapplicable or unavailable to immunize the City, or its officers, agents or employees, from potential liability for any alleged acts or omissions under this Subsection 17.3, then such rights or obligations of indemnity hereunder shall be governed by principles of comparative fault.

18. Insurance.

18.1 Developer shall, before the approval of Improvement Plans or the release of said Final Map by City for recordation, obtain and maintain in full force and effect during the term of this Agreement, at Developer's own expense and risk, Worker's Compensation, a general comprehensive liability insurance policy, and owned, non-owned, and hired automobile liability insurance. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum.
Employer's Liability	\$1,000,000.00 per accident for bodily injury or disease.
Commercial General Liability	\$1,000,000.00 per occurrence, \$2,000,000.00 aggregate for bodily injury, personal injury and property damage.
Automobile Liability	\$2,000,000.00 per occurrence for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder).

18.2 Any deductibles or self-insured retentions must be declared to, and approved by City. At the option of City either Developer's insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to City, its Council, commissions, boards, committees, officers, employees and agents or Developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

(b) Providing that Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

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

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

18.4 In the event that Developer's insurance is cancelled, Developer shall provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

19. Workers' Compensation Insurance. Developer shall provide, or cause to be provided, Workers' Compensation insurance as required by law, and shall cause its contractors and their subcontractors, agents and representatives to also maintain Workers' Compensation insurance as required by law. No Work shall commence until such Workers' Compensation insurance is obtained and in full force and effect.

20. Compliance with Laws. Developer shall comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the residential development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.

21. Encroachment Permits. Developer shall obtain, at its sole cost and expense, any encroachment permits required by City in order to perform the Work.

22. Payments. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the Payment Security provided by Developer in accordance with Section 13.1 of this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 8424.

23. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:

- (1) Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work.
- (2) Developer assigns the Agreement without the prior written consent of City.
- (3) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency.
- (4) Developer or Developer's contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement.
- (5) Any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

City may serve written notice of breach and default upon Developer and the financial institution holding the securities.

24. Opportunity to Cure. If City gives Developer notice under Section 23 of breach and default of this Agreement, Developer shall have 30 days within which to correct, remedy or cure the default. If the written notification states that the problem is urgent and relates to the public health and safety, then Developer shall have 24 hours to correct, remedy or cure the default. If Developer does not cure the default within the applicable timeframe, City may pursue the remedies set forth in Section 26 below.

25. Remedies.

25.1 City may proceed to complete the Work by contract or other method City considers advisable, at the sole expense of Developer. Developer, immediately upon demand, shall pay the costs and charges related to the Work and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Work and repairs, if any, such materials and other property belonging to Developer as may be on or about the Property and necessary for completion of the work. In the event of default, the financial institution holding the securities shall be liable to City to pay the face amount of the security, as specified under Section 13.

25.2 City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any, including City's administrative and legal costs or pursue any other action at law or equity.

25.3 Developer agrees that if legal action is brought by City under this section of the Agreement, Developer shall pay all of the costs of suit, reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator.

25.4 No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.

25.5 The rights and remedies of City are cumulative, and the exercise by City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

26. Final Drawings. Upon completion of the Work and prior to final acceptance, Developer shall deliver to City a set of "as-built" drawings consistent with the Conditions. These drawings shall be in a form acceptable to the City Engineer, shall be certified as being "as-built" and shall reflect the Work as actually constructed, with any and all changes incorporated therein. Said drawings shall be signed and sealed as accurate by the engineer of record.

27. Monuments. All pipes and monuments shown on the Final Map which are destroyed or displaced during construction operations shall be replaced by Developer at the time of the final inspection of the Improvements, if any.

28. Attorneys' Fees. Should any legal action or arbitration be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs of suit, reasonable attorneys' fees, arbitration costs and such other costs as may be determined by the court or arbitrator.

29. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:                   MSD-DV San Bruno, LLC  
  Attn: Centres Management Inc  
  9130 S. Dadeland Blvd., Ste 1528  
  Miami, FL 33156  
  (305) 671-1102  
  MSD-DV San Bruno, LLC

To the City:                           City of San Bruno  
  567 El Camino Real  
  San Bruno, CA 94066  
  Attn: City Manager

With a copy to:                   City of San Bruno  
  567 El Camino Real  
  San Bruno, CA 94066  
  Attn: City Attorney

30. Assignment by Developer. Developer may assign its obligations under this Agreement only with the prior written approval of the City. In connection with any such assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney.

31. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto.

32. Interpretation. The word "including" shall be construed as if followed by the words "without limitation." All exhibits and attachments to this Agreement are incorporated by reference as though fully restated herein. This Agreement shall be interpreted as though prepared jointly by both parties. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

33. Severability. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

34. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between City and Developer with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of all parties hereto.

35. Governing Law; Venue. This 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 Agreement shall be brought only in the Superior Court of the County of San Mateo, State of California.

36. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

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

38. Runs with the Land; Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of San Mateo County. Upon completion of performance and satisfaction by Developer of its obligations under this Agreement, including warranty obligations, a written statement shall be recorded by City in the Official Records of San Mateo County terminating this Agreement and releasing all of the Property. The recorded written statement does not release the parties from obligations that survive termination of the Agreement, including indemnification.

**IN WITNESS WHEREOF**, City and Developer have executed this Agreement as of the Date.

**DEVELOPER**

MSD-DV SAN BRUNO, LLC  
By: Centres Management Inc. a Wisconsin corporation  
Its Managing Member

\_\_\_\_\_  
David K. Charlton  
President

*[Signature must be notarized]*

**CITY**  
**CITY OF SAN BRUNO,**  
a California municipal corporation

\_\_\_\_\_  
Constance Jackson, City Manager  
*[Signature must be notarized]*

ATTEST:

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land is situated in the City of San Bruno, County of San Mateo, State of California and is more particularly described as follows:

Being all of Lot 22, together with all of the following listed Lots 23, 24, 25, 26, and 27, Block 1, as shown on that certain Map entitled, "Map No. 2 Mills Park San Bruno, California", filed in the Office of the Recorder of the County of San Mateo, State of California on September 23, 1941, in Book 23 of Maps at Page 75, containing 0.71 acres, more or less.

Exhibit B

**FORM OF FAITHFUL PERFORMANCE BOND  
(SUBDIVISION)**

**KNOW ALL MEN BY THESE PRESENTS:** the City of San Bruno (“City”), County of San Mateo, State of California, and \_\_\_\_\_, (hereinafter designated as “Principal”) have entered into an Improvement Agreement dated \_\_\_\_\_, 20\_\_ (“Agreement”), the terms and conditions of which are incorporated herein by reference, whereby Principal agrees to install and complete certain designated public improvements for the following project:

---

**Medical/Office Development at 841 San Bruno Avenue, San Bruno, CA. 94066**

**WHEREAS**, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement;

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ and authorized to execute bonds and undertaking as sole surety in the State of California, as Surety, are held and firmly bound unto the City of San Bruno, County of San Mateo, State of California, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

This bond is executed and filed to comply with the provisions of the act of the Legislature of the State of California as designated in Government Code Sections 66499 and 66499.1 and all amendments thereto.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its Council, Commissioners, boards, committees, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

**IN WITNESS THEREOF**, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of 20\_\_ the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(SEAL)	Principal
(Witness as to Principal)	By _____(s)
(Address)	(Address)
	Surety

ATTEST:

Witness to Surety	Attorney-in-Fact
(Address)	

If **PRINCIPAL** is partnership, all partners must execute **BOND**.

Exhibit C

**FORM OF PAYMENT BOND  
(SUBDIVISION)**

**KNOW ALL MEN BY THESE PRESENTS:** the City of San Bruno ("City"), County of San Mateo, State of California, and \_\_\_\_\_, (hereinafter designated as "Principal") have entered into an Improvement Agreement dated \_\_\_\_\_, 20\_\_ ("Agreement"), the terms and conditions of which are incorporated herein by reference, whereby Principal agrees to install and complete certain designated public improvements for the following project:

---

**Medical/Office Development at 841 San Bruno Avenue, San Bruno, CA. 94066**

**WHEREAS**, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

**NOW, THEREFORE**, we, the Principal and \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_, and duly licensed to trans surety business in the State of California, and authorized to execute bonds and undertaking as sole surety, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California, so as to give a right of action to them or their assignees in suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with the provisions of the act of the Legislature of the State of California as designated in Civil Code Sections 9550-9566, inclusive, and all amendments thereto.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Principal

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

If **PRINCIPAL** is partnership, all partners must execute **BOND**.

Exhibit D

**FORM OF WARRANTY BOND  
(SUBDIVISION)**

**WHEREAS**, the City of San Bruno (“City”), County of San Mateo, State of California, and \_\_\_\_\_, (hereinafter designated as “Principal”) have entered into an Improvement Agreement dated \_\_\_\_\_, 20\_\_ (“Agreement”), the terms and conditions of which are incorporated herein by reference, whereby Principal agrees to install and complete certain designated public improvements for the following project:

---

**Medical/Office Development at 841 San Bruno Avenue, San Bruno, CA. 94066**

**WHEREAS**, said Principal is required under the terms of said Agreement to provide a warranty security.

**NOW, THEREFORE**, we, the Principal and \_\_\_\_\_ of \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, duly licensed to transact surety business in the State of California and authorized to execute bonds and undertaking as sole surety, as Surety, are hereby held and firmly bound unto the City in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents..

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if principal (or its heirs, executors, administrators, successors, or assigns approved by the City) performs the covenants, conditions, and obligations of the warranty requirements of Section 13.1(c) of the Agreement, including the obligation to indemnify, defend, and hold harmless the City, set forth in Section 17, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety’s obligation under this bond shall hold good for a period of one (1) year from the date of the City’s acceptance of said work.

The Surety’s obligation under this bond shall arise after the City has provided written notice to the Surety, at the address set forth below, of the Principal’s default under the Agreement, and the Principal’s failure to cure the default in accordance with the terms of the Agreement.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

ATTEST:

_____	_____
(SEAL)	Principal
_____	By _____(s)
(Witness as to Principal)	
_____	_____
(Address)	(Address)
	_____
	Surety

ATTEST:

_____	_____
Witness to Surety	Attorney-in-Fact
_____	
_____	
_____	
(Address)	

If **PRINCIPAL** is partnership, all partners must execute **BOND**.

RECORDING REQUESTED BY )  
 AND WHEN RECORDED MAIL TO: )  
 )  
 City of San Bruno )  
 567 El Camino Real )  
 San Bruno, California 94066 )  
 Attention: City Clerk )  
 )

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

**MAINTENANCE AGREEMENT**  
**841 San Bruno Avenue,**  
**San Bruno, CA. 94066**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between MSD-DV SAN BRUNO, LLC, a Wisconsin corporation ("Developer"), and the CITY OF SAN BRUNO, a California municipal corporation ("City") with reference to the following facts:

**RECITALS**

A. Reference is made to that certain real property situated in the City of San Bruno, County of San Mateo, State of California, located at 841 San Bruno Avenue, San Bruno, CA. 94066 and described in Exhibit "A," attached hereto and incorporated herein by reference (the "Property").

B. In connection with its development of the Property as a mixed-use development, the Developer submitted to the City Improvement Plans for the San Bruno Medical Office, prepared by Genesis Engineering, dated August 8, 2016, which include, inter alia, surface improvements and utility installations along the Property frontages ("Plans"), all of which Plans have been approved by the City. The Plans provide for installation of certain landscaping, trees, irrigation, replaced sidewalk, private utility fixtures and private street facilities including sanitary sewer, and storm drain laterals ("Improvements") situated within the public right of way on San Bruno Avenue and White Way ("Maintenance Area"). The Improvements and Maintenance Areas are more specifically shown on Exhibit "B" attached hereto and by this reference made a part hereof.

C. The City and the Developer desire to enter into an agreement pursuant to which the Developer will maintain the Improvements within the Maintenance Area as both are depicted on Exhibit "B".

**AGREEMENT**

NOW, THEREFORE, the City and the Developer (together, the "Parties") hereby agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to assure the maintenance, periodic inspection, repair, safe operation and, if and when necessary, replacement of the Improvements by the Developer at its sole expense in accordance with the standards, including the Maintenance Standards (defined in Section 4 below), set forth herein.

2. IMPROVEMENTS AS A BENEFIT. The Developer agrees that the Improvements will materially benefit the Property and that Developer's maintenance, repair, safe operation and, if and when necessary, replacement thereof in accordance with this Agreement is necessary for approval of the Developer's Final Map.

3. DEVELOPER'S RESPONSIBILITIES. Developer, at its sole expense, shall maintain, safely operate, periodically inspect, repair, resurface and, if and when necessary, replace the Improvements identified in Exhibit "B", as well as perform all necessary service on maintenance equipment, in order to ensure the attractive and healthy appearance of the landscaping, the attractive appearance, condition and safety of any and all structures, and the efficient operation of all of the Improvements, including paying the electrical expense of operating the irrigation controller, said electrical expense to be paid by the Developer upon the direct receipt of invoices for electrical service from Pacific Gas and Electric, all in accordance with the Maintenance Standards described in Section 4 below, and industry and City standards applicable to similar improvements.

4. MAINTENANCE STANDARDS. The following standards (collectively, "Maintenance Standards") shall be complied with by Developer and its maintenance staff, contractors and subcontractors in connection with the required maintenance of the Improvements:

a. The Improvements shall be maintained in compliance with the Plans and Final Map, in good condition, and in accordance with the custom and practice generally applicable to public rights-of-way within the City of San Bruno.

b. Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; periodic trimming, mowing, and/or edging of grass and lawn areas; pruning of trees, shrubs, and other vegetation; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions and visibility, and irrigation coverage; removal and replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

c. Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing and after tenant disposal of trash en route to the disposal area via the public sidewalk; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

d. Utility maintenance including street furniture, the grease interceptor, the storm treatment vault and sewer and storm drain lateral(s) shall be per local standards and regulations and manufacturer's recommendations as applicable to keep the facilities in good operating condition including making arrangements, performing inspections and tests, and making necessary repairs or replacements in part or in whole. Nothing in this paragraph shall be construed to waive, effect or alter the requirements of the Stormwater Treatment Measures Maintenance Agreement for the property.

e. Garbage and recycling maintenance work for the commercial and residential tenants shall conform to any requirements of the local collection agency and any applicable local and state standards and regulations. All trash, recycling, and composting bins shall remain inside of the trash rooms located within the building until the time of collection. At no time shall trash, recycling or composting bins be stored within the public right of way, or be visible from the public right of way.

f. All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

g. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governmental requirements. Precautionary measures shall be employed recognizing that all areas are open to public access.

5. CITY'S RESPONSIBILITIES. Nothing contained herein shall limit the City's responsibility to maintain the structural integrity of the public streets, including asphalt and concrete paving, medians, signage and underground utilities, street lights, or any other duty or responsibility of the City relating to the public street or the surrounding property.

6. CITY'S RIGHT TO PERFORM MAINTENANCE; FORMATION OF SPECIAL DISTRICT. If the Developer does not repair, periodically inspect, maintain, care for and, if and when necessary, replace the Improvements on and about the Property in the manner set forth herein, the City shall have the right to maintain, repair, periodically inspect, care for, and replace such Improvements, or to contract for the correction of such deficiencies, after written notice to the Developer. The City may, at its option, form a utility district to levy assessments against the Property to pay for the costs of curing and correcting such deficiencies.

a. Notice to Developer. Prior to taking any such corrective action, the City agrees to notify the Developer in writing if the condition of said Improvements does not conform to the standards and requirements set forth herein, including without limitation the Maintenance Standards, and to specify the deficiencies and the actions required to be taken by the Developer to cure the deficiencies. Upon notification of any deficiency, the Developer shall have thirty (30) calendar days within which to correct, remedy or cure the deficiency. If the written notification states that the problem is urgent and relates to the public health and safety, then the Developer shall have twenty-four (24) hours to rectify the problem.

b. Lien for Costs of Required Maintenance. In the event that Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such deficiency

after notification and after expiration of any applicable cure period, then the City shall have the right to maintain, repair, care for and, if and when necessary, replace such Improvements at the Developer's expense. The Developer agrees to pay the City upon demand all charges and costs incurred by the City for such maintenance, repair and replacement work. Until so paid, the City shall have a lien on the Site for the amount of such charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Property. This lien shall affect all parcels jointly if portions of the Property have been sold. Any lien in favor of the City created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgagee or beneficiary thereunder expressly subordinates its interest, of record, to such lien. No lien in favor of the City created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien.

c. Legal Action. The City may bring legal action to collect the sums due as the result of expending public monies to maintain, repair and, if and when necessary, replace any Improvements which are the responsibility of the Developer as provided herein. The Developer agrees that if the City brings legal action to enforce its rights under this Section 6, the Developer shall pay the City all costs incurred by it, including attorneys' fees and court costs, together with interest from the date the City provided notice under Section 6.a, at the rate of seven percent (7%) per annum.

d. Additional Remedies. The Developer acknowledges and agrees that the City may also pursue any and all other remedies available in law or equity in the event of a breach of the Developer's obligations and agreements set forth herein.

e. Intention of City. Nothing in this Section 6 shall be construed, either expressly or by implication, as indicating an intention of the City to exercise dominion or control over the Improvements.

7. NO IMPAIRMENT OF LIEN. No violation or breach of the agreements, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Developer to the Site or any portion thereof shall be bound by such agreements, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. ENCROACHMENT PERMIT; RIGHT OF ENTRY. The Developer and the City acknowledge that, to the extent that the Improvements are located within the City rights-of-way, the Developer shall obtain a single on-going revocable encroachment permit from the City in order for the Developer to perform its obligations under this Agreement. Such an encroachment permit shall set forth the terms and provisions upon which the Developer has a right to enter onto such rights-of-way in order to perform maintenance, inspection, repair and, if and when necessary,

replacement services (collectively, "Maintenance Services"). The encroachment permit shall be issued on the terms and conditions of this Agreement:

a. Permitted Uses. The Developer may enter upon such Improvements as are located within the City rights-of-way, and may temporarily block reasonably necessary portions of the adjoining street surfaces, solely for the purpose of performing Maintenance Services, and incidental purposes thereto, such as operating equipment and storing materials during the period maintenance services are being performed (collectively, "Activities"). The Developer shall not use such areas for any other purpose.

b. Insurance. The Developer shall obtain and deliver to the City, at no cost to the City, certificates of commercial general liability insurance which indicate that the City, its elective and appointive boards, commissions, officers, agents and employees are covered as additional insureds under all insurance policies maintained for performance of the Maintenance Services and other Activities by (i) the Developer or (ii) any contractor or subcontractor directly or indirectly employed by the Developer to perform any Maintenance Services or other Activities. Each of these policies shall also provide that no cancellation, major change in coverage, or expiration may be affected by the insurance company or the insured during the time of performance of the Maintenance Services and other Activities, without first giving to the City thirty (30) days' written notice prior to the effective date of such cancellation or change in coverage. The Developer shall not permit any contractor or subcontractor to commence or continue performing Maintenance Services or other Activities until the certificates or any substitute certificates have been approved by the City's Risk Manager.

9. PERMITS AND APPROVALS. To the extent that performance of the Maintenance Services or other Activities requires permits or governmental approvals, the Developer shall, at its sole cost and expense, obtain such permits and approvals. The City shall issue encroachment permits, from time to time, on the terms set forth in Section 8 above.

10. TERM. This Agreement shall commence immediately upon the Effective Date and shall continue in perpetuity until and unless terminated by the City.

11. INDEMNIFICATION. The Developer shall indemnify, defend and hold the City, its Council, boards, offices, commissions, agents and employees harmless from liens, claims, demands, actions, causes of action, obligations, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees (individually, "Claim" and collectively, "Claims"), which may arise from or in any manner relate to any work performed or services provided under this Agreement by the Developer, or the Developer's contractors, subcontractors, agents or employees, including, but not limited to, the performance of the Maintenance Services or other Activities. Notwithstanding the forgoing, the Developer shall not be obligated under this Agreement to defend and/or indemnify the City to the extent that any Claim is caused by the gross negligence or willful misconduct of the City or its agents or employees. The aforementioned indemnity shall apply regardless of whether or not the City has prepared, supplied or approved plans and/or specifications for the Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims.

12. DEFAULT. The failure to maintain the Improvements will constitute an event of default. Upon such event of default, the City shall provide written notice to the Developer. Upon receipt of the written notice, the Developer shall have thirty (30) calendar days to remedy such event of default (or such longer period of time as may reasonably be required, provided that the Developer shall commence to remedy such default within thirty (30) calendar days period and thereafter diligently prosecute such remedy to completion). If the Developer fails to remedy the event of default within the prescribed time period, the City shall have the right to do all work necessary to remedy the event of default and charge the Developer actual costs incurred by the City for such work.

13. ASSIGNMENT BY CITY. The City shall have the right at its option to assign its rights and obligations under this Agreement to a municipal services district or other public agency without consent of the Developer.

14. AGREEMENT ATTACHES TO LAND AND BINDS DEVELOPER'S SUCCESSORS AND ASSIGNS. This Agreement pertains to and runs with the Property in perpetuity, and shall be recorded against the Property. This Agreement binds the assigns and successors-in-interest of the Developer, including any transferee of a fee interest in any lot located within the Property. The City and its successors and assigns, in the event of any breach of this Agreement, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings against the Developer or its permitted successors and assigns to enforce the curing of such breach.

15. ASSIGNMENT BY DEVELOPER. The Developer may assign its obligations under this Agreement only with the prior written approval of the City. In connection with any such assignment, the Developer and its assignee shall execute and deliver to the City a written assignment and assumption agreement in a form acceptable to the City Attorney.

16. NOTICES. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) calendar days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

For Property Owner:  
MSD-DV San Bruno, LLC  
Attn: Centres Management Inc  
9130 S. Dadeland Blvd., Ste 1528  
Miami, FL 33156  
(305) 671-1102

To the City:

City of San Bruno  
567 El Camino Real  
San Bruno, CA 94066  
Attn: City Manager

With a copy to:

City of San Bruno  
567 El Camino Real  
San Bruno, CA 94066  
Attn: City Attorney

17. MISCELLANEOUS.

a. Entire Agreement, Amendments. This Agreement contains the entire understanding and agreement of the parties. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement.

b. Paragraph Headings. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning hereof.

c. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue shall be the County of San Mateo.

d. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the Parties.

e. Exhibits. Any and all exhibits and schedules attached or to be attached hereto are hereby incorporated and made a part of the Agreement by reference.

f. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

g. Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

h. No Agency Relationship. Neither the Developer nor any of the Developer's agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of any of the Developer's obligations under this Agreement.

i. Attorneys' Fees and Costs. Either party may bring a lawsuit to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party's reasonable costs and expenses, including attorneys' fees.

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

**DEVELOPER**

MSD-DV SAN BRUNO, LLC  
By: Centres Management Inc. a Wisconsin corporation  
Its Managing Member

\_\_\_\_\_  
David K. Charlton  
President

*[Signature must be notarized]*

**CITY**

**CITY OF SAN BRUNO,**  
a California municipal corporation

\_\_\_\_\_  
Constance C. Jackson, City Manager

*[Signature must be notarized]*

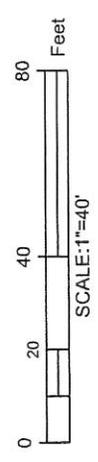
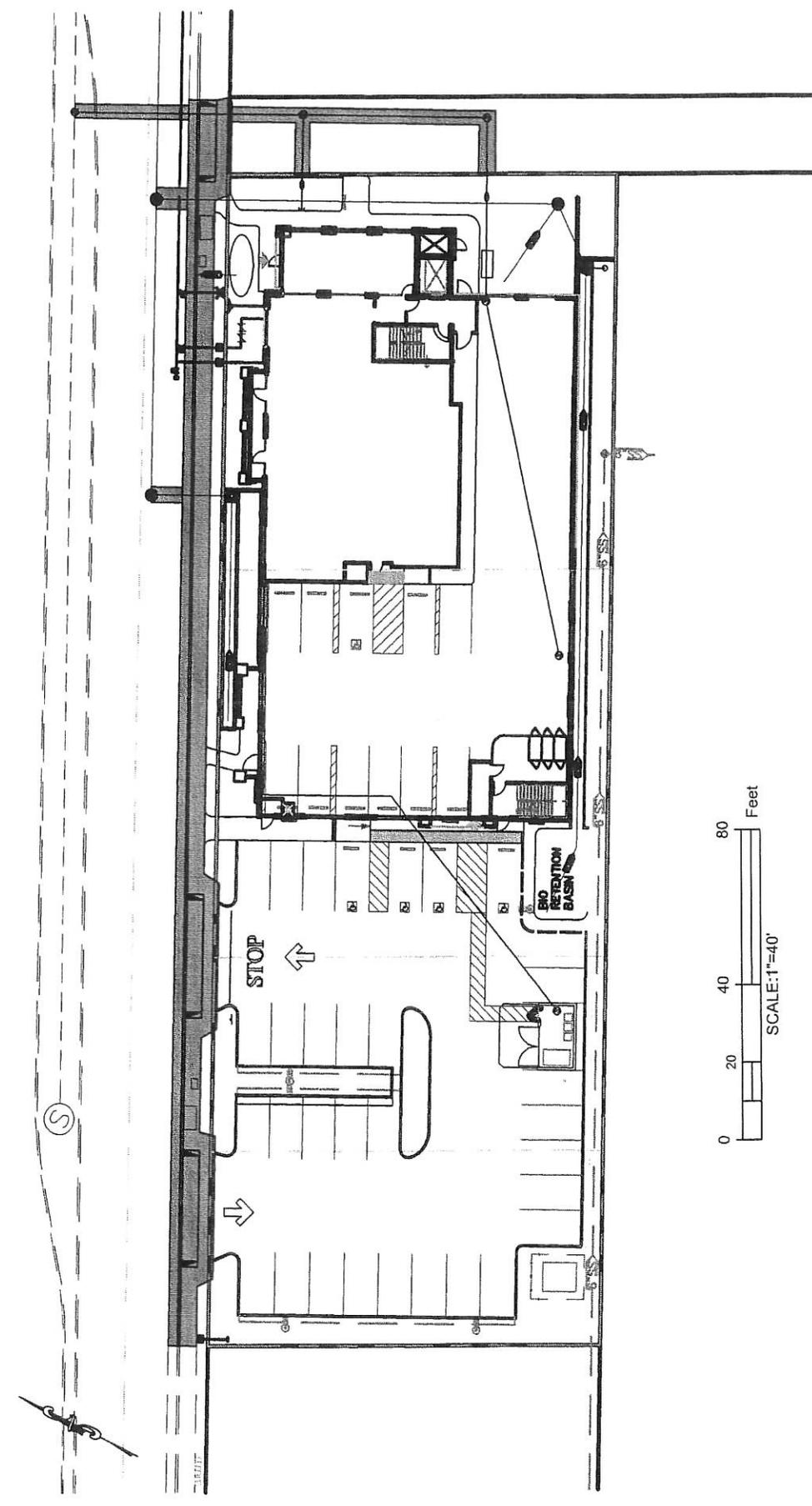
ATTEST:

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land is situated in the City of San Bruno, County of San Mateo, State of California and is more particularly described as follows:

Being all of Lot 22, together with all of the following listed Lots 23, 24, 25, 26, and 27, Block 1, as shown on that certain Map entitled, "Map No. 2 Mills Park San Bruno, California", filed in the Office of the Recorder of the County of San Mateo, State of California on September 23, 1941, in Book 23 of Maps at Page 75, containing 0.71 acres, more or less.



**UTILITIES**

UTILITY	SIZE	MAINTENANCE
SANITARY SEWER	4", 6"	PRIVATELY MAINTAINED BY OWNER
STORM DRAIN LATERAL	12"	PRIVATELY MAINTAINED BY OWNER
WATER	8"	PUBLICLY MAINTAINED BY CITY OF SAN BRUNO
STORM DRAIN	12"	PUBLICLY MAINTAINED BY CITY OF SAN BRUNO

**LEGEND**



**EXHIBIT "B"  
MAINTENANCE  
AREA**

**GENESIS  
CIVIL ENGINEERS**  
1402 D STREET, MARYSVILLE  
CALIFORNIA, 95901  
(530) 742-1300  
(530) 742-1331 - fax

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
)  
City of San Bruno )  
567 El Camino Real )  
San Bruno, CA 94066 )  
Attention: City Clerk )  
)

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

**STORMWATER TREATMENT MEASURES  
MAINTENANCE AGREEMENT  
841 San Bruno Avenue,  
San Bruno, CA. 94066**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT (“Agreement”) is made and entered into \_\_\_\_\_, 2016 (“Effective Date”), by and between the CITY OF SAN BRUNO, a California municipal corporation (“City”) and MSD-DV SAN BRUNO, LLC, a Wisconsin corporation (“Property Owner”).

**RECITALS**

A. On October 14, 2009, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2009-0074, amending the San Mateo Countywide NPDES Municipal Stormwater Permit No. CAS612008 (the “NPDES Permit”); and

B. Provision C.3. of the NPDES Permit, as it may be amended or reissued from time to time, requires the permittee public agencies to provide minimum verification and access assurances that all treatment measures shall be adequately operated and maintained by entities responsible for the stormwater treatment measures; and

C. The Property Owner is the owner of real property commonly known as 841 San Bruno Avenue, San Bruno, CA 94066 (the “Property”), as more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference; and

D. Attached hereto as Exhibit “B”, and incorporated herein by this reference, is a legible reduced-scale copy of the site plan showing the stormwater treatment measures that are to be located or to be constructed on the Property, hereinafter referred to as the “Site Plan”; and

E. Attached hereto as Exhibit “C” and incorporated herein by this reference, is an “Inspection Report, Maintenance Plan and Inspection and Maintenance Checklist” which describes the Property Owner’s maintenance activities to be performed pursuant to this Agreement; and

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

G. The Property Owner recognizes that the stormwater treatment measure(s) more particularly described and shown on Site Plan, of which full-scale plans and any amendments thereto are on file with the Engineering & Construction Services of the City of San Bruno must be installed and maintained as indicated in this Agreement and as required by the NPDES Permit or other regulatory agencies having jurisdiction; and

H. The City and Property Owner agree that the health, safety and welfare of the citizens of the City require that the stormwater treatment measure(s) detailed in the Site Plan be constructed and maintained on the Property; and

I. The City's Stormwater Management Ordinance, Stormwater related guidelines, criteria and other written directions ("City Stormwater Regulations") require that the stormwater treatment measure(s), as shown on the approved Site Plan, be constructed and maintained by the Property Owner.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the benefit received by the Property Owner as a result of the City's approval of the Site Plan, the Property Owner hereby covenants and agrees with the City as follows:

1. Construction of Treatment Measures. The on-site Stormwater treatment measure(s) shown on the Site Plan shall be constructed by the Property Owner in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto which have been approved by the City in conformance with City Stormwater Regulations.

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

a. Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for operation and maintenance (O&M) consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or

b. Written text in project conditions, covenants and restrictions (CC&Rs) for residential properties assigning O&M responsibilities to the home owners association for O&M of the treatment measures; or

c. Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

3. Maintenance of Treatment Measures. The Property Owner shall not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment

system in a manner that lessens its effectiveness, and shall, at Property Owner's sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to the City and in accordance with the Site Plan and Inspection Report, Maintenance Plan and Inspection and Maintenance Checklist. This includes all pipes, channels or other conveyances built to convey stormwater to the treatment measure(s), as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater as set forth in the Site Plan. Adequate maintenance is herein defined as maintaining the described facilities in good working condition so that these facilities continue to operate as originally designed and approved. The Inspection Report, Maintenance Plan and Inspection and Maintenance Checklist shall include a detailed description of and schedule for long-term maintenance activities of the stormwater treatment measures.

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

5. Annual Inspection and Report. The Property Owner shall, on an annual basis, complete a Treatment Measure Operation and Maintenance Inspection Report ("Annual Report"). The Annual Report shall include all completed Inspection Report, Maintenance Plan and Inspection and Maintenance Checklist for the reporting period and shall be submitted to the City in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this Agreement. The Annual Report shall be submitted no later than December 31 of each year, under penalty of perjury, to Office of the City Engineer, 567 El Camino Real, San Bruno, CA 94066 or another member of the City staff as directed by the City. The Property Owner shall provide in the Annual Report a record of the volume of all accumulated sediment removed as a result of the treatment measure(s). The Property Owner shall conduct a minimum of one (1) annual inspection of the stormwater treatment measure(s) before the wet season. This inspection shall occur between August 1st and October 1st each year. More frequent inspections may be required. The results of inspections shall be recorded on the Annual Inspection Report.

6. Necessary Changes and Modifications. At its sole expense, the Property Owner shall make changes or modifications to the stormwater treatment measure(s) as may be determined as reasonably necessary by the City to ensure that the stormwater treatment measures are properly maintained and continue to operate as originally designed and approved.

7. Access to the Property. The Property Owner hereby grants permission to the City; the San Francisco Bay Regional Water Quality Control Board (Regional Board); the San Mateo County Mosquito Abatement District (Mosquito Abatement District); and their authorized agents and employees to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess or observe the stormwater treatment measure(s) in order to ensure that the stormwater treatment measures are being properly maintained and are continuing to perform in an

adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever there is a reasonable basis to believe that a violation of this Agreement, the City Stormwater

Regulations, or the San Mateo Countywide NPDES Municipal Stormwater Permit (Regional Board Order 99-059, as amended by Regional Board Order R2-2009-0074, and any amendments or re-issuances of the NPDES Permit) is occurring, has occurred or threatens to occur. The above listed agencies also have a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the City Stormwater Regulations. The City, Regional Board, or the Mosquito Abatement District shall provide reasonable (as may be appropriate for the particular circumstances) notice to the Property Owner before entering the property.

8. Failure to Maintain Treatment Measures. In the event the Property Owner fails to maintain the stormwater treatment measure(s) as shown on the approved Site Plan in good working order acceptable to the City and in accordance with the Inspection and Maintenance Checklist, the City, and its authorized agents and employees with reasonable notice, may enter the Property and take whatever steps it deems necessary and appropriate to return the stormwater treatment measure(s) to good working order. Such notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the stormwater treatment measure(s) and in no event shall this Agreement be construed to impose any such obligation on the City.

9. Reimbursement of the City Expenditures. In the event the City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any re-inspections or any actions it deems necessary or appropriate to return the stormwater treatment measure(s) in good working order as indicated in Section 8, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City demand within thirty (30) days of receipt thereof for the costs incurred by the City hereunder. If these costs are not paid within the prescribed time period, the City may assess the Property Owner the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against the Property or may be placed on the property tax bill and collected as ordinary taxes by the City. The actions described in this section are in addition to, and not in-lieu-of, any and all legal remedies as provided by law, available to the City as a result of the Property Owner's failure to maintain the stormwater treatment measure(s).

10. Indemnification. The Property Owner shall indemnify, hold harmless and defend the City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, and payments, including attorney fees claimed or which might arise or be asserted against the City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the stormwater treatment measure(s) by the Property Owner or the City (collectively, "Claim"). In the event such a Claim is asserted against the City, its authorized agents, officers, officials or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend

at its own expense any suit based on such Claim. If any judgment or Claims against the City, its authorized agents, officers, officials or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith. This section shall not apply to any claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, and payments, including attorney fees claimed which arise due to the gross negligence or willful misconduct of the City.

11. No Additional Liability. It is the intent of this Agreement to insure the proper maintenance of the stormwater treatment measure(s) by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by storm water runoff.

12. Performance Financial Assurance. The City may request the Property Owner to provide a performance bond, security, or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to the City Stormwater Regulations.

13. Transfer of Property. This Agreement shall run with the title to the land and any portion thereof. The Property Owner further agrees whenever the Property or any portion thereof is held, sold, conveyed or otherwise transferred, it shall be subject to this Agreement which shall apply to, bind and be obligatory to all present and subsequent owners of the Property or any portion thereof.

14. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of the Property Owner under this Agreement.

For City:  
City of San Bruno  
567 El Camino Real  
San Bruno, CA 94066  
(650) 616-7056  
Attn: City Manager

For Property Owner:  
MSD-DV San Bruno, LLC  
Attn: Centres Management Inc  
9130 S. Dadeland Blvd., Ste 1528  
Miami, FL 33156  
(305) 671-1102

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail, return receipt requested. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

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

16. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

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

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

19. Covenant Running with the Land. This Agreement will be recorded by the City in the County Recorder's Office of the County of San Mateo, California at the Property Owner's expense. The covenants and agreements contained herein shall be deemed to be covenants running with Title to the land for the benefit of the City and its successors.

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

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

[Signature Page Follows]

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

**PROPERTY OWNER**

MSD-DV SAN BRUNO, LLC

By: Centres Management Inc. a Wisconsin corporation

Its Managing Member

---

David K. Charlton

President

*[Signature must be notarized]*

**CITY**

**CITY OF SAN BRUNO,**  
a California municipal corporation

---

Constance Jackson, City Manager

*[Signature must be notarized]*

**ATTEST:**

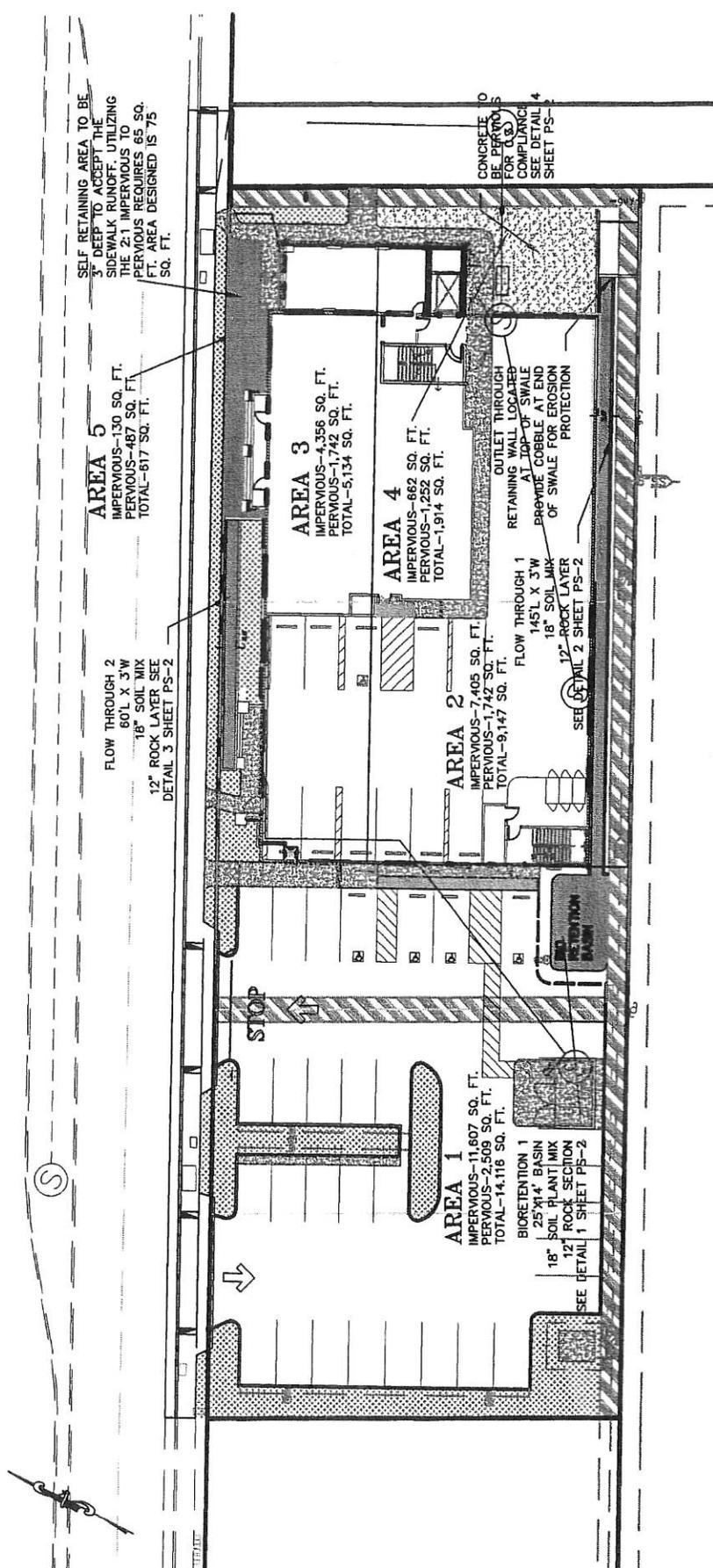
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Carol Bonner, City Clerk

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land is situated in the City of San Bruno, County of San Mateo, State of California and is more particularly described as follows:

Being all of Lot 22, together with all of the following listed Lots 23, 24, 25, 26, and 27, Block 1, as shown on that certain Map entitled, "Map No. 2 Mills Park San Bruno, California", filed in the Office of the Recorder of the County of San Mateo, State of California on September 23, 1941, in Book 23 of Maps at Page 75, containing 0.71 acres, more or less.



**EXHIBIT "B"**  
**C.3 COMPLIANCE**  
**EXHIBIT**  
**GENESIS**  
**CIVIL ENGINEERS**  
 1402 D STREET, MARYSVILLE  
 CALIFORNIA, 95901  
 (530) 742-1300  
 (530) 742-1331-fox

EXHIBIT "C"

**Stormwater Treatment Measure Operation and Maintenance  
Inspection Report to the City of San Bruno, California**

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

**I. Property Information:**

Property Address or APN: 841 San Bruno Avenue, San Bruno, CA 94066

Property Owner: MSD-DV SAN BRUNO LLC

**II. Contact Information:**

Name of person to contact regarding this report: CHARLES SMYTH

Phone number of contact person: 530-682-2676

Email: charles@marketstreedev.com

Address to which correspondence regarding this report should be directed:

3005 Douglas Blvd. Suite 200, Roseville, CA 95661

**III. Reporting Period:**

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from \_\_\_\_\_ to \_\_\_\_\_.

**IV. Stormwater Treatment Measure Information:**

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

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property
1	Bioretention/biofiltration	AREA 1, AREA 5
2	Flow-Through Planter	AREA 2, AREA 3
3	Permeable Pavement	AREA 4

**V. Summary of Inspections and Maintenance:**

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

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments
1			
2			
3			

**VI. Sediment Removal:**

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

How was sediment disposed?

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

**VII. Inspector Information:**

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

Inspector Name and Title	Inspector's Employer and Address

**VIII. Certification:**

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

\_\_\_\_\_  
Signature of Property Owner or Other Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

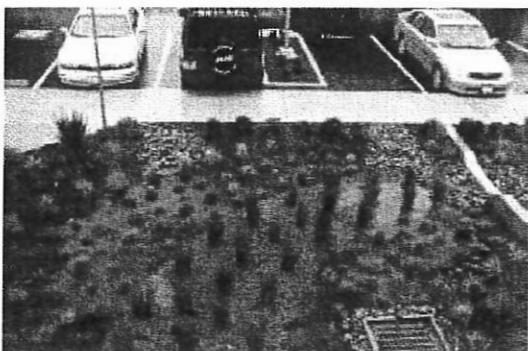
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

## Bioretention Area<sup>1</sup> Maintenance Plan for San Bruno Medical Office

June 8, 2016



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

Project Address and Cross Streets \_\_\_\_\_

Assessor's Parcel No.: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Designated Contact: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

The property contains 1 bioretention area(s), located as described below and as shown in the attached site plan<sup>2</sup>.

- **Bioretention Area No. 1** is located at the southeast corner of the parking lot which is also the southwest corner of the building.

### I. Routine Maintenance Activities

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

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

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

<sup>2</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

Bioretention Area Maintenance Plan  
Property Address: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
Treatment Measure No.: \_\_\_\_\_

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

## II. Prohibitions

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
10. Unwanted/unused pesticides shall be disposed as hazardous waste.

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

## III. Mosquito Abatement Contact Information

San Mateo County Mosquito Abatement District  
1351 Rollins Road  
Burlingame, CA 94010  
PH: (650) 344-8592  
FAX: (650) 344-3843  
Email: [info@smcmad.org](mailto:info@smcmad.org)

Bioretention Area Maintenance Plan  
Property Address: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
Treatment Measure No.: \_\_\_\_\_

**IV. Inspections**

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

## Bioretention Area Inspection and Maintenance Checklist

Property Address: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Property Owner: \_\_\_\_\_

Treatment Measure No.: \_\_\_\_\_ Type of Inspection:  Monthly  Pre-Wet Season  
 After heavy runoff  End of Wet Season  
 Inspector(s): \_\_\_\_\_  Other: \_\_\_\_\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	When water stands in the bioretention area between storms and does not drain within five days after rainfall.			There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meet the design specifications.

## Flow-Through Planter Maintenance Plan for San Bruno Medical Office

June 8, 2016



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

Project Address and Cross Streets \_\_\_\_\_

Assessor's Parcel No.: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Designated Contact: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

The property contains 2 flow-through planter(s), located as described below and as shown in the attached site plan:

- **Flow-Through Planter No. 1** is located at the south side of the site against the building.
- **Flow-Through Planter No. 2** is located at the north side of the site.

### I. Routine Maintenance Activities

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

<b>Table 1 Routine Maintenance Activities for Flow-Through Planters</b>		
No.	Maintenance Task	Frequency of Task
1	Evaluate health of trees and groundcover. Remove and replace all dead and diseased vegetation. Treat vegetation using preventative and low-toxic methods.	Twice a year
2	Maintain vegetation and the irrigation system. Prune and weed to keep flow-through planter neat and orderly in appearance.	As needed
3	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary.	Monthly
4	Check that soil is at appropriate depth. Till or replace soil as necessary to maintain a minimum of 6 inches between top of mulch and overflow weir.	Before wet season and as necessary
5	Remove accumulated sediment, litter and debris from flow-through planter and dispose of properly. Confirm that no clogging will occur and that the box will drain within three to four hours.	Before wet season and as necessary
6	Inspect flow-through planter to ensure that there are no clogs. Test with garden hose to confirm that the planter will drain within three to four hours.	Monthly during the wet season, and as needed after storm events

Flow-Through Planter Maintenance Plan  
 Property Address: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
 Treatment Measure No.: \_\_\_\_\_

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

**II. Prohibitions**

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
10. Unwanted/unused pesticides shall be disposed as hazardous waste.

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

**III. Mosquito Abatement Contact Information**

San Mateo County Mosquito Abatement District  
 1351 Rollins Road  
 Burlingame, CA 94010  
 PH: (650) 344-8592  
 FAX: (650) 344-3843

Flow-Through Planter Maintenance Plan  
Property Address: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
Treatment Measure No.: \_\_\_\_\_

Email: [info@smcmad.org](mailto:info@smcmad.org)

#### **IV. Inspections**

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

## Flow-Through Planter Inspection and Maintenance Checklist

Property Address: \_\_\_\_\_ Property Owner: \_\_\_\_\_

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

Inspector(s): \_\_\_\_\_

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

**Pervious Paving Maintenance Plan for  
841 San Bruno Avenue W**

June 8, 2016

Project Address and Cross Streets \_\_\_\_\_

Assessor's Parcel No.: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Designated Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

The property contains 1 pervious paving area(s), located as described below and as shown in the attached site plan<sup>1</sup>.

- **Pervious Paving Area No. 1** is located at the southeast side of the site near the entrance to the under building parking.

**I. Routine Maintenance Activities**

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

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

<sup>1</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

Pervious Pavement Maintenance Plan  
Property Address: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
Treatment Measure No.: \_\_\_\_\_

**II. Use of Pesticides**

Avoid the use of pesticides and quick release synthetic fertilizers for weed removal or for maintenance of vegetation near the previous paving, and follow principles of integrated pest management (IPM).

**III. Vector Control**

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the Santa Clara Valley Vector Control District (District). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the District, and then only by a licensed professional or contractor. Contact information for the District is provided below.

San Mateo County Mosquito Abatement District  
1351 Rollins Road  
Burlingame, CA 94010  
PH: (650) 344-8592  
FAX: (650) 344-3843  
Email: [info@smcmad.org](mailto:info@smcmad.org)

**IV. Inspections**

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

## Pervious Pavement Inspection and Maintenance Checklist

Property Address: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Property Owner: \_\_\_\_\_

Treatment Measure No.: \_\_\_\_\_ Type of Inspection:  Monthly  Pre-Wet Season

Inspector(s): \_\_\_\_\_  After heavy runoff  End of Wet Season

Other: \_\_\_\_\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	Water stands in the pervious pavement and does not drain within 30 minutes after storm event			There should be no areas of standing water once storm event has ceased. Restorative surface sweeping with a vacuum sweeper (or power washing) and/or reconstruction of part of the pervious surface may be required.
2. Trash, or Sediment and Debris Accumulation	Trash, sediment or debris accumulated on pervious pavement			Trash and debris removed from pervious pavement and disposed of properly. Adjacent areas do not contribute to sediment and debris.
3. Damage	Surface deformation or broken pavers			Surface restored; no deformation or broken pavers.
4. Vegetation	Weeds growing on pervious pavement			No weeds on pervious pavement.
5. Underdrain Outlets	Water accumulates due to trash/sediment accumulation in outlets.			No standing water observed. Clean and clean underdrain outlets.
5. Miscellaneous	Any condition not covered above that needs attention in order for the pervious pavement to function as designed.			Meets the design specifications.



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

**DATE:** September 13, 2016

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

**FROM:** Steve Firpo, Cable Director

**SUBJECT:** Adopt Resolution Authorizing Purchase of Cable Television Equipment in the Amount of \$34,030 to Add High Capacity Switches to the Cable Data Network and Appropriating \$34,030 from the Cable Fund

### **BACKGROUND:**

Today the network's ability for adding high capacity equipment to accommodate larger amounts of data traffic throughput into the existing plant is limited. Network System Router ports have been filled as new subscribers continue to add Internet services increasing the need for capacity. The additional traffic requires staff to reevaluate the network's capacity on a regular basis and add new components or equipment to meet and exceed those needs. The Fiber to the Home (FTTH) project and other initiatives also require larger interface equipment and more port connections to be integrated into the current network architecture.

### **DISCUSSION:**

To prepare for additional subscriber traffic, staff investigated upgrading the current routers to larger capacity routers but decided on a more cost effective and timely solution. Adding new switching devices will allow for the capacity needed. Replacing three routers could cost upwards of \$500,000 and is not being recommended at this time.

In order to facilitate the integration of new FTTH equipment and accommodate other initiatives such as adding new equipment to address the Internet Protocol (IP) number changes coming soon, a managed switch with specified routing preferences and connectivity is necessary. The device is a 48 port unit with capacity of 10-50 Gig per port. This is enough capacity to be used for the projects in progress and in the near future.

Datalink, the Cable System support provider, and Zcorum, the Internet support provider, recommended that the City purchase two switches, mainly for redundancy to implement the various projects.

The purchase, configuration and ongoing maintenance and support of these switches will be done by Datalink Managed Services, the City's technical support provider for the Cable System and City's network infrastructure.

7.g.

**FISCAL IMPACT:**

The Fiscal Year 2016-17 Cable Capital Improvement Program (CIP) Budget includes \$200,000 for the upgrade and replacement of the current Cable infrastructure. The funding in the CIP Budget is listed as loan proceeds. Staff is recommending that this funding be appropriated from the Cable Fund in place of a loan from the General Fund.

The two switches (including tax and shipping) equals \$24,080 and the labor for installation, network configuration, and testing equals \$9,950 for a total cost of \$34,030. An appropriation of \$34,030 is requested from the Cable Fund to fund the project.

**ALTERNATIVES:**

1. Direct Staff to further pursue new router purchases

**RECOMMENDATION:**

Adopt Resolution Authorizing Purchase of Cable Television Equipment in the Amount of \$34,030 to Add High Capacity Switches to the Cable Data Network and Appropriating \$34,030 from the Cable Fund

**DISTRIBUTION:**

None

**ATTACHMENTS:**

1. Resolution

**DATE PREPARED:**

August 31, 2016

**REVIEWED BY:**

\_\_\_\_\_ FIN

\_\_\_\_\_ CM

\_\_\_\_\_ CA

RESOLUTION NO. 2016-\_\_\_\_\_

**ADOPT RESOLUTION AUTHORIZING PURCHASE OF CABLE TELEVISION EQUIPMENT IN THE AMOUNT OF \$34,030 TO ADD HIGH CAPACITY SWITCHES TO THE CABLE DATA NETWORK AND APPROPRIATING \$34,030 FROM THE CABLE FUND.**

**WHEREAS**, the Cable Department employs several routers to provide the City infrastructure for its network and the Cable TV network for data services; and

**WHEREAS**, these routers have limited ability to add high capacity equipment to serve the needs of both networks; and

**WHEREAS**, it is most cost effective to add switches to accompany the routers to for the ability to add other new devices for the FTTH project and general Internet services; and

**WHEREAS**, this network enhancement extends the life of the routers without replacement of the routers; and

**WHEREAS**, the department has \$200,000 appropriated in the Capital Improvement Fund (CIP) for these types of projects with the necessary approval from Council to appropriate the purchase from the Cable Fund; and

**WHEREAS**, the new unit will be installed during early morning maintenance windows with notice provided to subscribers well in advance of the implementation in an effort to minimize downtime of the network and impact on customers;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of San Bruno that this resolution authorizing purchase of Cable Television equipment in the amount of \$ 34,030 to add high capacity switches to the Cable Data Network and appropriating \$34,030 from the Cable Fund is hereby adopted.

--oOo--

I hereby certify that foregoing Resolution No. 2016-\_\_\_\_\_ was introduced and adopted by the San Bruno City Council at its regular meeting on September 13,2016 by the following vote:

AYES:

NOES:

ABSENT:



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: September 13, 2016

TO: Honorable Mayor and Members of the City Council

FROM: David Woltering, Community Development Director

SUBJECT: Waive First Reading and Adopt Ordinance Amending and Replacing Chapter 12.230 Establishing an Affordable Housing Program and Affordable Housing Impact Fees, to Title 12 (Land Use) of the San Bruno Municipal Code; and a Resolution Establishing Affordable Housing Impact Fees for Residential and Nonresidential Development Projects

### BACKGROUND

San Bruno's adopted 2015 Housing Element Program includes policies and programs intended to increase the City's housing supply and address affordable housing needs. Program 3-J calls for the adoption of affordable housing impact fees on new commercial and residential development to help pay for the creation of new homes for lower income residents. The City Council action to consider adoption of the proposed affordable housing ordinance (Attachment 1) would establish residential impact fees for residential projects and commercial linkage fees for nonresidential projects, and the accompanying resolution (Attachment 2) would set the initial fee amounts to be included in the City's Master Fee Schedule. The City does not currently have any impact fees for new development, although the City is undertaking a comprehensive Development Impact Study later this year.

San Bruno's existing Below Market Rate (BMR) Housing ordinance requires all new residential development projects of ten units or more to provide 15% of the total units to be available to very low, low and moderate income households. However, the California Court decision in *Palmer vs. City of Los Angeles* invalidated affordable housing requirements for rental housing, limiting the effectiveness of the BMR ordinance. The draft ordinance under consideration would establish impact fees for new market rate rental residential projects and all new commercial development in the City, consistent with the Mitigation Fee Act (Gov't Code § 66000 et seq.), which establishes the procedures for adoption, expenditure and reporting of impact fees. The draft ordinance would restore the City's ability to impose affordable housing requirements on new rental housing projects and continue to require new for-sale housing developments to construct affordable units.

San Bruno participated with 13 other jurisdictions in San Mateo County in the countywide Grand Nexus Study, which analyzed the potential for local jurisdictions to adopt affordable housing impact fees. On October 27, 2015, the City Council received a

presentation describing the nexus study process, the legal requirements for adoption of impact fees, and the individual nexus studies that were prepared for each jurisdiction, tailored to local conditions and needs. The City Council directed staff to return with a report on San Bruno's draft Nexus Study and possible adoption of affordable housing impact fees.

On April 19, 2016, the City Council held a study session to review San Bruno's Residential Impact Fee Nexus Study for residential development projects and Commercial Linkage Fee Nexus Study for nonresidential development projects (together, the "Nexus Study"). The study session addressed the worsening affordable housing crisis since the Great Recession in 2009, and the severe constraints on the City's ability to address the crisis. Issues included soaring land costs, the dissolution of redevelopment agencies eliminating a significant revenues for affordable housing, cutbacks in federal and state funding for affordable housing, and the Palmer court decision. In addition, projected population and job growth is expected to place further pressure on housing affordability, creating a need for 660,000 new housing units in the San Francisco Bay Area by 2040, according to ABAG's Plan Bay Area. The study session reviewed a range of programs to address affordable housing needs, including a rent advisory policy and legalization of second units. The City Council indicated a continuing concern to address the need for affordable housing within San Bruno and directed staff to prepare a draft affordable housing ordinance that would enable the City to collect fees and/or promote the construction of affordable units in new development projects.

On August 16, 2016, the Planning Commission held a public hearing to review the draft affordable housing ordinance and impact fees. The Planning Commission recommended that the fees be set at a level high enough to encourage the construction of affordable units rather than paying the fees, but not so high that the fees might discourage developer investment. The Planning Commission adopted a resolution (Attachment 3) finding that the ordinance and impact fees are consistent with San Bruno's 2015 Housing Element, and recommending that the City Council adopt the ordinance and impact fees for residential and nonresidential development projects.

A number of Peninsula cities have already implemented housing impact fees, as shown in Table 1. Fee levels vary depending on land values, sale prices, rents and lease rates. The table shows the Peninsula cities that have adopted affordable housing impact fees. Cities closer to the center of Silicon Valley where housing prices and rents and commercial lease rates are significantly higher resulting in higher profitability, can charge higher fees than those further from the core area.

**Table 1. Affordable Housing Impact Fee Comparisons**

City	Date Adopted	Single Family	Condominium	Apartment	Office	Hotel	Retail
Cupertino	2015	\$15-\$17	\$20	\$25	\$20	\$10	\$10
Daly City	2014	\$14-\$18	\$22	\$25	N/A	N/A	N/A
East Palo Alto	2011	\$14-\$23	\$23-\$44	\$23	N/A	N/A	N/A

Menlo Park	2000	N/A	N/A	N/A	\$16	\$8	\$8
Mountain View	2015	N/A	N/A	\$15	\$25	\$2.50	\$2.50
Palo Alto	2002	\$95	\$50	\$50	\$35	\$30	\$20
Redwood City	2015	\$25	\$20	\$20	\$20	\$5	\$5
San Carlos	2010	\$24-44	\$21-\$42	\$24-\$43	N/A	N/A	N/A
Sunnyvale	2015	N/A	N/A	\$17	\$15	\$7.50	\$7.50

## DISCUSSION

Currently, the BMR ordinance is the City’s tool for requiring affordable housing as part of new residential development projects. The proposed affordable housing ordinance, included in draft form in Attachment 1, would replace the BMR ordinance. The primary difference between the existing BMR ordinance and the proposed ordinance is that the proposed ordinance will allow the City to reestablish affordable housing requirements for rental housing development projects, which was invalidated by the Palmer court decision, and impose new affordable housing fees for commercial projects. The ordinance retains the BMR ordinance requirements for ownership residential development projects. A separate resolution (Attachment 2) will establish the specific fee amounts, how to calculate the fee, and what uses are exempt. The significant provisions of the proposed affordable housing ordinance are outlined below:

### General Requirements

The proposed ordinance would impose affordable housing impact fees and rules for construction of affordable units, alternatives to comply with the ordinance, and the use of the fees, consistent with Housing Element and the Mitigation Fee Act. The ordinance will apply to residential ownership or rental developments of five (5) units or more, and all nonresidential developments throughout the City.

### Recommended Affordable Housing Impact Fees

Staff recommends appropriate fee levels for each development type, based on the findings of the Nexus Study, which calculated a maximum justifiable fee level that would mitigate the entire impact of new development on the need for affordable housing and tested three lower impact fee scenarios to ensure the financial feasibility of new development. The recommended fees for residential developments are roughly equivalent to the City’s existing BMR ordinance’s in-lieu fees and are in line with comparable jurisdictions. The fees are intended to be high enough to encourage the construction of affordable units while still maintaining project feasibility. The ordinance provides for the establishment and adjustment from time to time of the affordable housing impact fees by resolution of the City Council. Staff recommends that the City adjust fee amounts each year consistent with an inflation index, such as the Engineering News Record (ENR), which is typically used for impact fees.

**Residential Impact Fees.** While the Nexus Study justifies charging a fee on any new square footage, staff recommends a more conservative approach with a minimum

project size of five (5) or more residential units. This is a typical threshold, e.g., five of the seven cities that charge residential impact fees (see Table 1) set a threshold of five or more units. This also avoids burdening homeowners of two to four unit projects with additional costs. Staff recommends setting reasonable fees shown in the Table 2 below.

**Table 2. Recommended Residential Impact Fees**

Unit Type	Maximum Justified Fees	Recommended Reasonable Fees	Minimum Project Size
Single Family	\$27	\$25	5 or more net new units for residential projects
Condominium	\$51	\$20	
Apartment	\$56	\$20	

Developers of for-sale projects would be required to construct the required affordable units within the residential development, unless an alternative, such as payment of the residential impact fee, is approved. Rental developments would be required to pay the impact fee, unless an alternative, such as construction of affordable units onsite, is approved.

**Commercial Linkage Fees.** The commercial linkage fee would apply to all new commercial projects. Public uses such as hospitals and community facilities and quasi-public uses such as child care centers, community facilities, churches and schools would be exempted.

**Table 3. Recommended Commercial Linkage Fees**

Unit Type	Maximum Justified Fees	Recommended Reasonable Fees	Minimum Project Size
Office	\$196	\$5	All new commercial development
Retail	\$235	\$5	
Hotel	\$132	\$5	

The recommended linkage fees are considerably lower than the maximum justified fees identified in the Nexus Study because financial feasibility analysis determined that higher fees would decrease the viability of projects and inhibit new commercial development. The maximum justified fee is the amount that would generate sufficient funding to build all the units needed to mitigate the entire impact of new development on the need for affordable housing. In addition to the maximum justified fee, the Nexus Study studied effects of three lower fee scenarios on the feasibility of commercial projects. The Nexus Study demonstrated that charging the maximum fee would severely decrease financial feasibility and be a deterrent to new development. The analysis determined that a fee level of \$5 per square foot is the most that can be charged before a project becomes infeasible. The wide gap between the maximum feasible fee and the recommended financially feasible fee was found for all the jurisdictions that participated in the Grand Nexus Study. The recommended linkage fees are expected to have minimal effect on the viability of small commercial improvements.

It is intended that these fees be one of multiple tools or measures to address affordable housing needs in the community. The recommended fees are a starting point, which staff recommends should be reevaluated periodically. The Planning Commission discussed whether a higher linkage fees might be possible given the improved commercial real estate market. Staff believes that additional financial analysis is needed to ensure that a higher fee would maintain the viability of commercial development and to take into consideration other development fees the City is considering. In addition, the Nexus Study did not address tenant improvements that intensify commercial land resulting in a higher density of workers and potential impacts on the need for affordable housing. Therefore, staff has not proposed any fees to address this issue at this time. These fee adjustments could be analyzed during the overall Development Impact Fee Study that will be conducted this year, if the City Council wishes to explore them further.

***Mixed Use Projects:*** Mixed residential/commercial projects would be subject to both the residential and commercial requirements in proportion to the square footage of each use in the project.

### **Affordable Unit Income Targeting**

The income levels and terms of affordability for affordable units are consistent with the requirements of the City's current BMR ordinance. Residential projects that are approved for construction of affordable units must provide a minimum of 15 percent of the total units in the residential project as affordable to very low, low or moderate income households.

- For-Sale Residential Projects. Six percent of total units must be for low income households and nine percent must be for low or moderate income households.
- Rental Residential Projects. Six percent of total units must be for very low income households and nine percent must be for very low or low income households.

For-sale affordable units must remain affordable for 45 years, and rental affordable units must remain affordable for 55 years. The term of affordability restarts with each transfer of the property.

### **Alternatives to Fee Payment**

The ordinance provides for alternatives methods of compliance with the fee requirements for each type of project, if approved by the City Council.

- Rental Residential Projects. Alternatives to payment of the residential impact fee for rental projects could include construction of onsite or off-site affordable housing, dedication of land, or other alternatives outlined in the ordinance.
- For-sale Residential Projects. Alternatives to construction of onsite affordable units for ownership projects could include, construction of affordable units off-site or payment of the residential impact fee, or other alternatives outlined in the ordinance.
- Nonresidential Projects. Alternatives to payment of the commercial linkage fee for nonresidential projects include construction of onsite or off-site affordable

housing, dedication of land, or other alternatives outlined in the ordinance.

### **Compliance Procedures**

Any project that involves the construction of affordable housing units must submit an affordable housing plan and enter into an affordable housing agreement, which must be considered by the decision-making authority for the project.

- Affordable Housing Plan. Developers must submit an affordable housing plan as part of the planning application demonstrating how they will meet the requirements of affordable housing ordinance, including unit types, sizes, amenities, and construction comparable to the market rate units.
- Affordable Housing Agreement. Developers must enter into an affordable housing agreement with the City to ensure compliance with the Affordable Housing Plan as a condition of approval of entitlements. The agreement must be executed and recorded prior to the issuance of a building permit.

### **Affordable Housing Fund**

The fees would be deposited in a separate fund and may be spent only for the purpose of developing workforce housing affordable to very low, low, and moderate income households. The City Council may adopt guidelines which prioritize how the money may be spent on renovating existing units, land purchase, or construction funding for new units. The fee must also meet the Mitigation Fee Act reporting requirements, including annual updates on collection and expenditure of fees, and identification of projects for funding. Every five years, specific findings must be made regarding unspent fees with estimates for future funding commitments.

### **Decision-Making Procedures**

The City Manager or her/his designee may approve the payment of a residential impact fees or commercial linkage fees. All other methods of compliance with the affordable housing ordinance, such as construction of affordable housing units must be approved by the City Council.

If the City Council adopts the affordable housing ordinance and resolution, the affordable housing impact fees would become effective 60 days following adoption, pursuant to Gov. Code § 66017. Projects that are deemed complete after the effective date of the ordinance would be subject to the ordinance requirements, and projects deemed complete prior to the effective date would not be subject to the ordinance.

### **FISCAL IMPACT**

The exact amount of the fiscal impact is unknown due to the fact that it is dependent on the amount and type of development projects that are brought forward. The proposed fee amounts could result in an apartment project of 100 units paying approximately \$2.4 million in residential impact fees, and a commercial project of 100,000 sq. ft. paying approximately \$500,000 in commercial linkage fees. Assuming full buildout of the Transit Corridors Plan area (not including potential development in other areas, such as

Bay Hill Office Park), the City could receive up to total of \$40 million in affordable housing impact fees over time.

### **ALTERNATIVES**

1. Do not adopt the ordinance and provide direction to staff
2. Direct staff to revise the Affordable Housing Ordinance and impact fees and schedule for additional review and discussion at a future meeting

### **RECOMMENDATION**

Waive First Reading and Adopt Ordinance Amending and Replacing Chapter 12.230, Establishing an Affordable Housing Program and Affordable Housing Impact Fees, to Title 12 (Land Use) of the San Bruno Municipal Code; and a Resolution Establishing Affordable Housing Impact Fees for Residential and Nonresidential Development Projects

### **DISTRIBUTION**

None

### **ATTACHMENTS**

1. Draft Affordable Housing Ordinance
2. Resolution Establishing Affordable Housing Impact Fee Amounts
3. Planning Commission Resolution Recommending Adoption
4. Planning Commission Minutes (8/16/16)

RELATED DOCUMENTS AVAILABLE ON THE WEBSITE AT  
[WWW.SANBRUNO.CA.GOV](http://WWW.SANBRUNO.CA.GOV) AND PROVIDED UNDER SEPARATE COVER

1. Residential Impact Fee Nexus Study for San Bruno – October 2015
2. Commercial Linkage Fee Nexus Study for San Bruno – October 2015

### **DATE PREPARED**

August 30, 2016

### **REVIEWED BY**

\_\_\_\_\_ CM

## ATTACHMENT 1

DRAFT - ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE OF THE CITY OF SAN BRUNO AMENDING AND REPLACING CHAPTER 12.230, THEREBY UPDATING AND ESTABLISHING AN AFFORDABLE HOUSING PROGRAM AND AFFORDABLE HOUSING IMPACT FEES, IN TITLE 12 (LAND USE) OF THE SAN BRUNO MUNICIPAL CODE

**Section 1.** Chapter 12.230 of Title 12 of the City of San Bruno Municipal Code is hereby repealed in its entirety.

**Section 2.** City Council makes the following findings:

**A.** The provision of safe and stable housing for households at all income levels is essential for the public welfare of the city. Housing in San Bruno has become steadily more expensive and housing costs have gone up faster than incomes. Federal and state government programs do not provide enough affordable housing to satisfy the needs of very low, low, or moderate income households. As a result, there is a severe shortage of adequate, affordable housing for extremely low, very low, lower, and moderate income households, as evidenced by the following findings in the City's 2015-2023 Housing Element:

1. Almost half of San Bruno's households are lower income (see Housing Element Figure 2.3-2).

2. Households of any size earning less than the median income cannot afford the average home purchase price or the average rents in San Bruno.

3. More than 90 percent of San Bruno renter households and two thirds of owner households earning under \$35,000 annually are overpaying for housing. Over half the households earning between \$35,000 and \$75,000 per year are overpaying as well. Without choices and availability of affordable housing in San Bruno, lower income people may choose to live elsewhere and commute to work. Or, lower income households may live in overcrowded homes, and have limited money to dedicate towards other necessities such as food, transportation and medical care.

**B.** As provided in the Housing Element of the General Plan, the City aims to meet the housing needs of the citizens of San Bruno, including the creation and retention of housing for lower income households and households with special needs, given the limitations imposed by current political, economic, and social conditions, and availability of State and federal funding.

1. Housing Element Goal 5 is to ensure the continued availability of affordable housing for very-low, low, and moderate income households, seniors, persons with disabilities, single-parent households, large families, and other special needs groups.

2. Housing Element Goal 2 is to accommodate regional housing needs through a community-wide variety of residential uses by size, type, tenure, affordability, and location.

3. Housing Element Goal 3 is to expand the variety of construction and financing techniques available to achieve new affordable housing and maintain it over time. Housing Element Program 3-J calls for the City to adopt an Affordable Housing Impact Fee, including an implementation action to participate in a countywide nexus study to estimate the increase in demand for affordable housing associated with new residential and nonresidential development and to determine permissible and reasonable impact fees for both residential and nonresidential development based on local conditions that will not discourage development.

## ATTACHMENT 1

**C.** The City adopted the Below Market Rate (BMR) Housing Ordinance establishing inclusionary housing requirements for new construction for for-sale and rental development projects in 2008. The 2009 Palmer vs the City of Los Angeles court decision invalidated inclusionary requirements for rental developments, but not for for-sale developments.

**D.** Because the City's first preference is for the actual construction of new affordable units to ensure that affordable housing is actually provided within residential projects, the City intends to retain the BMR requirements for "for-sale" units.

**E.** New residents of market rate housing purchase goods and utilize services in the community, increasing local employment and attracting employees, of whom a quantifiable number will have very low, low, or moderate incomes and cannot afford market-rate housing.

**F.** New housing construction that does not include affordable units aggravates the existing shortage of affordable housing by absorbing the supply of available residential land.

**G.** Because nonresidential development also attracts employees, of whom a quantifiable number will have very low, low, or moderate incomes, new nonresidential developments similarly increase the demand for and exacerbate the shortage of housing available for people at these income levels while also reducing the supply of land potentially available for housing development.

**H.** Based on the findings above and the findings from the Residential Impact Fee and Commercial Linkage Fee Nexus Studies prepared for San Bruno, dated October 2015, the City desires to further the public health, safety and welfare by requiring residential and nonresidential development projects in the City to help mitigate their impact on the need for affordable housing in the City.

**Section 3.** A replacement Chapter 12.230 (Affordable Housing Program) is hereby added to Title 12 (Land Use) of the San Bruno Municipal Code to achieve the purpose in Section 12.230.010 of this Chapter, based on the Findings in Section 2 of this Chapter, to read as follows:

### CHAPTER 12.230 AFFORDABLE HOUSING PROGRAM

Sections:

12.230.010	Purpose
12.230.020	Definitions
12.230.030	Affordable Housing Requirements
12.230.040	Affordable Housing Impact Fees
12.230.050	Exemptions
12.230.060	Alternatives
12.230.070	Compliance Procedures
12.230.080	Affordable Housing Unit Standards
12.230.090	Owner-Occupied Units
12.230.100	Rental Units
12.230.110	Administrative Relief
12.230.120	Affordable Housing Fund
12.230.130	Enforcement

## ATTACHMENT 1

### 12.230.010 Purpose

The purpose of this Chapter is to:

A. Encourage the development and availability of housing affordable to a broad range of Households with varying income levels within the City as mandated by State Law, California Government Code Sections 65580 et seq.

B. Promote Housing Element Goal 2 to accommodate regional housing needs through a community-wide variety of residential uses by size, type, tenure, affordability, and location.

C. Implement the Housing Element by creating a mechanism to provide benefits to the community from new development in the form of affordable housing, thereby, helping to meet the housing needs of all socioeconomic segments of the community as provided in the Housing Element.

D. Promote Housing Element Goal 5 to ensure the continued availability of affordable housing for very low, low, and moderate income households, seniors, and persons with disabilities, single-parent households, large families, and other special needs groups.

E. Implement Housing Element Program 3-J to adopt permissible and reasonable impact fees for both residential and nonresidential development based on impact fee nexus studies.

F. Implement Housing Element Program 5-A to support the Affordable Housing Ordinance (BMR Program, adopted in 2008) and to modify the BMR program as appropriate to maximize efforts to achieve affordable housing objectives in San Bruno.

G. Enhance the public welfare by imposing affordable housing impact fees for residential and nonresidential development projects whereby developers of residential and nonresidential development projects will help mitigate the impacts of their projects on the need for affordable housing by contributing to the supply of housing for households with very low, low, and moderate incomes.

### 12.230.020 Definitions

As used in this Chapter, the following terms shall have the following meanings:

A. "Affordable housing agreement" means a written agreement between the City and the developer as provided in Section 12.230.070 of this Chapter.

B. "Affordable housing fund" means a fund for the deposit of fees established under this Chapter as provided in Section 12.230.120 of this Chapter.

C. "Affordable housing impact fee" means the fee paid by developers of residential or nonresidential development projects to help mitigate the impacts that such developments have on the demand for affordable housing in the City and to support affordable housing development and operation.

D. "Affordable housing plan" means a plan required for any residential or nonresidential development project which includes the provision of affordable housing units that demonstrates how the project complies with Section 12.230.070 of this Chapter.

E. "Affordable housing unit" means a dwelling unit that shall be offered at an affordable rent or affordable ownership cost to very low, low and moderate income households.

## ATTACHMENT 1

F. "Affordable ownership cost" means the sales price of a for-sale affordable unit resulting in projected average monthly housing payments, during the first calendar year of a household's occupancy, including interest, principal, mortgage insurance, property taxes, homeowners insurance, homeowners' association dues, if any, and a reasonable allowance for utilities, property maintenance, and repairs, not exceeding the sales prices specified by Section 50052.5 of the California Health and Safety Code and California Code of Regulations Title 25, Sections 6910-6924.

G. "Affordable rent" means the total monthly housing expenses for a rental affordable unit not exceeding the rents specified by Section 50053 of the California Health and Safety Code and California Code of Regulations Title 25, Sections 6910-6924. As used in this Chapter, "affordable rent" shall include the total of monthly payments by the tenant for all of the following: (1) use and occupancy of the affordable unit and land and all facilities associated with the affordable unit, including but not limited to parking, bicycle storage, storage lockers, and use of all common areas; (2) any additional separately charged fees or service charges assessed by the owner, other than security deposits; (3) an allowance for utilities paid by the tenant as established by the San Mateo County Housing Authority, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuel, but not telephone service or cable TV; and (4) any other interest, taxes, fees or charges for use of the land or affordable unit or associated facilities and assessed by a public or private entity other than the owner, and paid by the tenant.

H. "Building permit" includes full structural building permits as well as partial permits such as foundation-only permits

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

J. "City Council" means the City Council of the City of San Bruno.

K. "City Manager" means the City Manager of the City or his or her designee.

L. "Commercial linkage fee" means a fee or charge imposed on commercial developers to pay for the development's impact on the need for affordable housing. The fee is based on projected household incomes of new employees that will work in newly created space.

M. "Decision-making body" means the City staff person or body authorized to approve or deny an application for a planning or building permit for a residential or nonresidential development project.

N. "Developer" means the person(s) or legal entity(ies), who also may be the property owner seeking real property development permits or approvals from the City or developing a particular project in the City.

O. "For-sale unit" means a residential dwelling unit that may be sold individually in conformance with the Subdivision Map Act. For-sale units also include units that are converted from rental units to for-sale units.

P. "Household" means one person living alone or two or more persons sharing residency in one dwelling unit.

Q. "Inclusionary unit" has the same meaning as affordable housing unit.

R. "Low income households" means households with incomes no greater than the maximum income for low income households, as published annually by the City for each household size, based on United States Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) income limits for San Mateo County.

## ATTACHMENT 1

S. "Market-rate unit" means a new dwelling unit in a residential development project that is not an affordable unit.

T. "Median income" means the median income applicable to San Mateo County, as published annually by the City for each household size, based on median income data for San Mateo County published by the United States Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD).

U. "Moderate income households" means households with incomes no greater than the maximum income for moderate income households, as published annually by the City for each household size, based on United States Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) income limits for San Mateo County.

V. "Nonresidential development project" means an application for a planning permit or building permit that includes the new construction of gross square feet of nonresidential space or the conversion of a residential use to a nonresidential use.

W. "Planning permit" means any discretionary approval of a residential or nonresidential development project, including, but not limited to, a general or specific plan adoption or amendment, rezoning, tentative map, conditional use permit, variances, or design review.

X. "Public/Quasi-Public Use" means the San Bruno General Plan land use designation, which permits a variety of public and quasi-public uses, including: government offices, fire and police facilities, transit stations, and cemeteries.

Y. "Rental unit" means a dwelling unit that is intended to be offered for rent or lease and that cannot be sold individually in conformance with the Subdivision Map Act.

Z. "Residential impact fee" means a fee or charge imposed on residential development to pay for a development's impact on the need for affordable housing. The fee is based on the projected incomes of new employees associated with the new market rate developments.

AA. "Residential development project" means an application for a planning permit or building permit at one location to create one or more additional dwelling units, convert nonresidential uses to dwelling units, subdivide a parcel to create one or more separately transferable parcels intended for residential development, or implement a condominium conversion, including development constructed at one time and in phases. "One location" includes all adjacent parcels of land under common ownership or control, the property lines of which are contiguous at any point, or the property lines of which are separated only by a public or private street, road, or other public or private right-of-way, or separated only by the lands owned or controlled by the developer.

BB. "Very low income households" means households with incomes no greater than the maximum income for very low income households, as published annually by the City for each household size, based on United States Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) income limits for San Mateo County.

### **12.230.030 Affordable Housing Requirements**

A. For-sale residential development projects. All new for-sale residential development projects of five (5) or more units shall either include at least fifteen percent (15%) of the total units as affordable housing units restricted for occupancy by low and moderate

## ATTACHMENT 1

income households, or, if approved by the City Manager and subject to final approval by the City Council, pay the impact fee required under Section 12.230.040 of this Chapter.

1. For purposes of this Chapter, the number of units in a residential development whose development includes the demolition or removal of existing residential units and the construction of new residential units shall be the difference between the new units constructed and the existing units demolished or removed.

2. Total units shall not include any units granted pursuant to density bonuses provided under state density bonus law.

3. For "for-sale" residential development projects, forty percent (40%) of the affordable housing units (or six percent (6%) of the total development) shall be restricted to occupancy by Low Income Households, and sixty percent (60%) of the affordable housing units (or nine percent (9%) of the total development) shall be restricted to occupancy by Moderate Income Households.

4. In determining the number of affordable housing units required, any decimal fraction of less than 0.5 shall be rounded down to the nearest whole number, and any decimal fraction of 0.5 or more shall be rounded up to the nearest whole number.

5. In determining the number of affordable housing units required for decimal fractions of less than 0.5, the Developer shall be required to pay the partial unit payment set forth in Subsection 12.230.040.C below.

**B.** Rental residential development projects. A residential impact fee is hereby imposed on all developers of rental residential development projects as required under Section 12.230.040 of this Chapter, unless an alternative is proposed by the developer and approved by the City Manager. No application for a rezoning, tentative map, conditional use permit, design review, or building permit shall be approved, nor shall any such rental project be constructed or condominium conversion approved without compliance with this Chapter.

**C.** Nonresidential development projects. A Commercial Linkage Fee is hereby imposed on all developers of nonresidential development projects, as required under Section 12.230.040 of this Chapter, unless an alternative is proposed by the developer and approved by the City Manager.

**D.** Mixed-use development projects. Mixed use developments must comply with the requirements for nonresidential developments in the nonresidential portion of the development and must comply with the requirements for residential developments for the residential portion of the development.

### **12.230.040 Affordable Housing Impact Fees**

**A.** Affordable Housing Impact Fees are hereby established for all residential and nonresidential development projects, including residential impact fees for residential development projects and Commercial Linkage Fees for nonresidential development projects. The amount of the affordable housing impact fees shall be established and adjusted from time to time by resolution of the City Council. The impact fees shall not exceed the cost of mitigating the impact of residential or nonresidential development projects on the need for affordable housing in the City.

1. Residential Impact Fees for Rental Residential Projects. As provided in Section 12.230.030.B, all rental residential projects of five (5) or more units shall pay a Residential Impact Fee, unless an alternative is proposed by the developer and approved by the City Manager and subject to final approval by the City Council.

## ATTACHMENT 1

2. Commercial Linkage Fees. As provided in Section 12.230.030, all nonresidential development projects shall pay a Commercial Linkage Fee, unless an alternative is proposed by the developer and approved by the City Manager.

3. Residential Impact Fees for "For Sale Residential Projects." As provided in Section 12.230.030, and with the approval of the City Manager, for-sale residential projects may pay a Residential Impact Fee rather than provide onsite units.

**B.** Payment of the impact fees shall be due at the issuance of the building permit for the development. The fees shall be calculated based on the fee schedule in effect at the time the building permit is issued.

### **12.230.050 Exemptions**

The requirements of this Chapter do not apply to:

**A.** Residential development projects of four (4) or fewer new housing units, the creation of four or fewer parcels, provided that no more than four dwelling units are allowed; or accessory dwellings created under Section 12.92.031 of the San Bruno Municipal Code.

**B.** Replacement construction that results in a net increase of four (4) or fewer new housing units.

**C.** Residential developments that already have more deed-restricted units that are affordable to very low, low and moderate income households than this Chapter requires, for the period required under this Chapter.

**D.** Residential or nonresidential development projects which fall within one or more of the following categories:

1. Residential or nonresidential development projects located on property owned by the state of California, the United States of America, or any of its agencies and used exclusively for governmental or educational purposes.

2. Any structure proposed to repair or replace a building that was damaged or destroyed by fire or other calamity, so long as the square footage and use of the building remains the same, and construction of the replacement building begins within one year of the damage's occurrence.

3. Residential or nonresidential development projects to the extent they have received a vested right to proceed without payment of Affordable Housing Impact Fees pursuant to state law, including those that are the subject of development agreements currently in effect with the City, if such development agreements were approved prior to the effective date of this Chapter and where such agreements expressly preclude the city from requiring payment of the Affordable Housing Impact Fee.

4. Residential or nonresidential development projects for which applications have been deemed complete prior to September 1, 2016.

5. Other uses that may be specified by resolution of the City Council.

### **12.230.060 Alternatives**

**A.** Notwithstanding any contrary provisions of this Chapter, the City may determine that alternatives to the requirements in Section 12.230.030 of this Chapter as proposed by the developer in the affordable housing plan required by Section 12.230.070 of this Chapter, provided that the decision making body makes the findings in Section 12.230.070.E.

## ATTACHMENT 1

**B.** For-sale residential projects. As an alternative to construction of affordable housing units on-site or payment of an Residential Impact Fee, if approved by the City Manager, developers of for-sale residential development projects may propose to mitigate affordable housing impacts of such housing through alternative means, including but not limited to:

1. Provision of affordable units off site.
2. Dedication of land to the City suitable for construction of affordable units.
3. Purchase of existing units for conversion to affordable units.
4. Acquisition and rehabilitation of affordable units.
5. Increase in the total number of affordable housing bedrooms.
6. Provision of greater level of affordability.
7. Construction of second dwelling units.

**C.** The City Council may approve alternatives to the payment of Residential Impact Fees where the proposed alternative supports adopted Housing Element policies and goals and assists the City in meeting its state housing requirements.

**D.** Rental residential development projects. As an alternative to payment of housing impact fees, developers of rental residential development projects may propose to help mitigate the affordable housing impacts of such developments through an alternative mitigation program, including but not limited to:

1. Construction of affordable housing units on site or through an alternative mitigation program, such as the provision of off-site affordable units, donation of land for the construction of affordable units, or purchase of existing units for conversion to affordable units.

2. For rental residential developments proposing this alternative, six percent (6%) of the total development shall be restricted to occupancy by very low income households, and nine percent (9%) of the total development shall be restricted to occupancy by low and moderate income households.

3. If a developer proposes to provide affordable rental units, then, to ensure compliance with the Costa-Hawkins Rental Housing Act (Chapter 2.7 of Title 5 of Part 4 of Division 3 of the Civil Code), the City may only approve such a proposal if, as required by Civil Code Sections 1954.52(b) and 1954.53(a)(2), the developer agrees in a contract with the City to limit rents in accordance with Section 12.260.070 of this Chapter in consideration for a direct financial contribution from the City or a form of assistance specified in the State's Density Bonus Law (Chapter 4.3, commencing with Section 65915, of Division 1 of Title 7 of the Government Code). The developer may request that the City waive the Residential Impact Fee as a direct financial contribution to the rental residential development project.

**E.** Nonresidential development projects. As an alternative to payment of the Commercial Linkage Fees, developers of nonresidential development projects may propose to mitigate the affordable housing impacts of such development through the construction of affordable housing units on site or through an alternative mitigation program, as provided in subsections B or D of this section.

1. The City Council may adopt by resolution the percentage of affordable units needed to help mitigate the impact of nonresidential development projects on the need for affordable housing.

**F.** Any affordable rental or for-sale units proposed as an alternative shall be subject to the requirements described in Section 12.230.080 of this Chapter.

## ATTACHMENT 1

### 12.230.070 Compliance Procedures

**A.** General. Approval of an Affordable Housing Plan and execution, recordation and implementation of an Affordable Housing Agreement shall be conditions of any approval of a residential or nonresidential development project, which includes the provision of affordable housing units as provided in Section 12.230.030 or 12.230.060. No Affordable Housing Plan is required if the developer proposes only to pay the Residential Impact Fee or commercial linkage fee.

**B.** Affordable Housing Plan. No application for approval of a residential or nonresidential development project which includes the provision of affordable housing units may be deemed complete until an Affordable Housing Plan containing all the elements identified below is submitted to the Community Development Department. The Affordable Housing Plan shall include:

1. The number, location, number of bedrooms and size of the proposed market rate and affordable housing units and the basis for calculating the number of affordable housing units;
2. The City may approve an increase in the number of units per acre in a residential development if the increase is consistent with state density bonus law per Section 65915 of the State Government Code. If the applicant is proposing to apply for a density bonus, the Affordable Housing Plan must include an analysis of the density bonus request;
3. A site plan depicting the proposed location of the initial affordable housing units;
4. A floor plan depicting the proposed location of the initial affordable housing units within a residential development;
5. The income levels to which each affordable housing unit will be made affordable;
6. The mechanisms that will be used to assure that the units remain affordable for the desired term, such as resale and rental restrictions, deeds of trust, and City's option to purchase and other documents;
7. For a phased residential development, a phasing plan that provides for the timely development of affordable housing units in each proposed phase of development;
8. The conceptual plan for initial sales or rental by Developer of the affordable housing units; and
9. Any proposed Alternative as provided in Section 12.230.060 along with information necessary to support the findings required in Section 12.230.060.B. for approval of such alternatives.
10. The City Manager may request additional information as reasonably needed to assist with evaluation of the Affordable Housing Plan under the standards of this Chapter.

**C.** The Affordable Housing Plan shall be processed concurrently with all other permits required for the residential or nonresidential development project. Before approving the Affordable Housing Plan, the City Council shall find that the Affordable Housing Plan conforms to this Chapter. A condition shall be attached to the first approval of any residential or nonresidential development project to require recordation of an affordable housing agreement,

## ATTACHMENT 1

as described in this subsection, prior to the approval of any final or building permit for the residential or nonresidential development project.

**D.** Findings - on-site affordable units. The City Council may approve or conditionally approve an affordable housing plan that proposes on-site construction of affordable units if the City Council determines, based on substantial evidence, that:

1. The proposed affordable units comply with the standards in Section 12.230.080, including without limitation compliance with Section 12.230.080.B requiring that the affordable units be made available for occupancy concurrently with the market-rate units; and

2. The affordable units will help mitigate the impact of the project on the need for affordable housing.

**E.** Findings - off-site affordable units. If a developer proposes off-site affordable housing units or any other alternative in the Affordable Housing Plan, the City Manager may approve, conditionally approve or reject any alternative proposed by a developer subject to final approval by the City Council in its discretion. Any approval or conditional approval shall be based on a finding that:

1. Financing or a viable financing plan, which may include public funding sources, is in place for the proposed affordable housing units;

2. The proposed location is suitable for the proposed affordable housing, is consistent with the Housing Element, General Plan, and Zoning Ordinance, and will not tend to cause residential segregation; and

3. The net cost of the alternative is at least equal to the net cost to provide affordable housing units;

4. The alternative does not detract from the City's program to meet its housing goals and obligations under California Housing Law (Government Code Section 65580 and following) and California Community Redevelopment Law (Health and Safety Code Section 33000 and following).

**F.** Affordable Housing Agreement. To ensure compliance with the approved Affordable Housing Plan, an affordable housing agreement acceptable to the Community Development Director or designee shall be recorded against the residential or nonresidential development project prior to approval of any final, or issuance of any building permit, whichever occurs first. The affordable housing agreement shall specify the number, type, location, size, phasing, and terms of affordability of all affordable units, provisions for income certification and screening of potential purchasers or renters of units, and resale control mechanisms, including the financing of ongoing administrative and monitoring costs, consistent with the approved Affordable Housing Plan, as determined by the City Manager or designee, and subject to final approval by the City Council.

**G.** The City Manager may adopt affordable housing guidelines consistent with this Chapter and the Housing Element for the purpose of carrying out the administration of this Chapter and may update those guidelines periodically as required.

### **12.230.080 Affordable Housing Unit Standards**

**A.** All affordable units provided pursuant to Sections 12.230.030 and 12.230.060 shall be comparable to the overall quality of construction to market-rate units in the same housing development as follows:

## ATTACHMENT 1

1. The exterior appearance of the affordable units shall be compatible with that of market-rate units.

2. Interior finishes and amenities may not differ from those provided in the base model market rate units.

3. The number of bedrooms in the affordable units shall be comparable to the average number of bedrooms in the market-rate units, and the affordable units shall be reasonably dispersed within the residential development, with unit locations comparable to those of the market-rate units, subject to review and approval by the Community Development Director.

4. The affordable units shall have the same amenities as the market rate units, including the same access to and enjoyment of common open space, parking, storage, and other facilities in the residential development, provided at an affordable rent as defined in Section 12.230.010 or at affordable ownership cost as defined in Section 12.230.010.

**B.** Affordable units provided pursuant to Sections 12.230.030 and 12.230.060 shall be made available for occupancy concurrently with the market-rate units. For the purposes of this subsection, "concurrently" means that the City may not issue building permits for more percent (50%) of the market-rate units until it has issued building permits for all of the affordable units, and the City may not approve any final inspections or certificates of occupancy for more than fifty percent (50%) of the market-rate units until it has issued final inspections or certificates of occupancy for all of the affordable units.

**C.** All affordable units provided pursuant to Sections 12.230.030 and 12.230.060 shall be subject to a resale restriction, deed of trust, and/ or regulatory agreement recorded against the property for execution by the City Manager, in a form approved by the City Attorney, to ensure the continued affordability of the affordable units.

1. Affordable housing units produced under this Chapter shall be legally restricted to occupancy by Households of the income levels for which the units were designated for a period of not less than fifty-five (55) years for rental units and forty-five (45) years for owner-occupied units.

2. To the extent permitted by state and federal law, preferences will be given to those Households where at least one member in the Household lives or works in San Bruno or works for a school district serving the residents living in the City, except for those deemed ineligible due to conflict of interest noted below.

3. Conflict of Interest. The following individuals are ineligible to purchase or rent certain affordable housing units: (i) Elected or appointed City officials (including their spouse and dependents) who participated in the approval process for a project that included the affordable housing units (ii) the project applicant and its officers and employees (and their spouse and dependents), and (iii) the project owner and its officers and employees (and their spouse and dependents).

4. Any household that occupies an affordable unit must occupy that unit as its principal residence, unless otherwise approved in writing for rental to a third party for a limited period of time due to household hardship, as determined by the City.

5. No household may begin occupancy of an affordable unit until the household has been determined to be eligible to occupy that unit by the community development director or designee. The Community Development Director may from time to time adopt guidelines for determining household income and affordable housing cost, determining buyer eligibility, monitoring, and relevant administrative provisions.

## ATTACHMENT 1

6. Officials, employees, or consultants of the City and members of City boards and commissions shall comply with all applicable laws, regulations, and policies relating to conflicts of interest as to their eligibility to develop, construct, sell, rent, lease, occupy, or purchase an affordable unit.

### **12.230.090 Affordable Owner-Occupied Units**

**A.** Sale to Eligible Households. Owner-occupied units will be offered to eligible households at a sales price set so that the eligible household will pay an affordable ownership cost. The developer shall certify each prospective purchaser's Income to the City or City's designee and obtain approval of the household prior to close of escrow. The developer must obtain and review documents that demonstrate the prospective owner's total income and assets and submit such information on a form approved by the City.

**B.** Initial Sales Price. The initial sales price of the affordable housing unit shall be set by the City so that the eligible household will pay an affordable ownership Cost. The City shall respond to a written request by developer and provide developer with a good-faith estimate of the initial sales price during pre-development.

**C.** Deed Restrictions. Deed restrictions provided by the City, recorded against title to the affordable housing unit, and secured by a deed of trust shall be required as condition of sale for all owner-occupied affordable housing units and will include, but are not limited to, the City's or its designee's option to purchase, resale restrictions, occupancy requirements, payment of penalty for any default, and procedures and policies regarding changes in title. Deed restrictions must be approved by the City Attorney prior to close of escrow.

**D.** Administration. The Developer or subsequent seller shall pay all administrative costs associated with the sale of the for sale affordable housing units, including for buyer review and qualification, and the review and processing of documents associated with the transaction.

### **12.230.100 Affordable Rental Units**

**A.** Non-Discrimination. When selecting tenants, the owners of Affordable housing units shall comply with all fair-housing laws, rules, regulations, and guidelines. The owner shall apply the same rental terms and conditions to tenants of affordable housing units as are applied to all other tenants, except as required to comply with this Chapter or with other applicable government programs.

**B.** Annual Report. The owner shall submit an annual report summarizing the occupancy of each affordable housing unit for the year, demonstrating the income-eligibility of the tenant. The City Manager may require additional information to confirm household income and rental price of the unit if he or she deems necessary. The City Council may establish and charge the owner or operator of the rental residential development an annual fee to cover the costs of this monitoring. The fee will be added to the Master Fee Schedule by City Council resolution.

**C.** Periodic Audit. The City shall have the right to periodically audit the information supplied to the City for the annual report if deemed necessary to ensure compliance with this Chapter. In addition, owners of affordable housing units shall cooperate with any audits conducted by the City, State agencies, Federal agencies, or their designees.

**D.** Change in Income. If, after moving into an affordable housing unit, a tenant's household income exceeds the limit for that unit, the tenant household may remain in the unit as long as his or her household income does not exceed 120 percent of the income limit. Once the tenant's income exceeds 120 percent of the income limit, the tenant shall be given one year's

## ATTACHMENT 1

notice to vacate the unit, or the next available market rate unit in the residential development shall be offered as an affordable housing unit. The owners of the residential development are responsible for notifying the City of such changes in income and documenting the process by which the existing tenant will be removed or the next available unit shall be offered as an affordable housing unit.

### **12.230.110 Administrative Relief**

**A.** As part of an application for the first approval of a residential or nonresidential development project, a developer may request that the requirements of this Chapter be waived or modified by the City Council, based upon a showing that applying the requirements of this Chapter would result in an unconstitutional taking of property or would result in any other unconstitutional result, or because there is no reasonable relationship between the impact of the development and the need for affordable housing. concurrently

1. Any request for a waiver or modification shall be submitted with the project application. The developer shall set forth in detail the factual and legal basis for the claim, including all supporting technical documentation.

2. Any request for a waiver or modification based on this Section shall be reviewed and considered at the same time as the project application. The City Council may from time to time establish by resolution a processing fee for review of any request for a waiver or modification.

**B.** The waiver or modification may be approved only to the extent necessary to avoid an unconstitutional result, based upon legal advice provided by or at the behest of the City Attorney, after adoption of written findings, based on legal analysis and the evidence. If a waiver or modification is granted, any change in the project shall invalidate the waiver or modification, and a new application shall be required for a waiver or modification pursuant to this Section.

### **12.230.120 Affordable Housing Fund**

**A.** There is hereby established in the City of San Bruno a separate "Affordable Housing Fund," pursuant to Section 66006 of the California Government Code. All Affordable Housing Impact Fees or other funds collected under this Chapter shall be deposited into the City's Affordable Housing Fund.

**B.** The monies in the Affordable Housing Fund and all earnings from investment of the moneys in the Fund shall be expended exclusively to provide housing affordable to extremely low income, very low income, lower income, and moderate income households in the City, consistent with the goals and policies contained in the City's Housing Element and the purposes for which the fees were collected, and for administration and compliance monitoring of the affordable housing program.

**C.** The City Council may, from time to time, adopt guidelines for expenditure of monies in the affordable housing fund.

### **12.230.130 Enforcement**

**A.** Payment of the Affordable Housing Impact Fee is the obligation of the developer for a residential or nonresidential development project. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance herewith, including, but not limited to, actions to revoke, deny, or suspend any permit or development approval.

**ATTACHMENT 1**

**B.** The City Attorney shall be authorized to enforce the provisions of this Chapter and all affordable housing agreements, regulatory agreements, and all other covenants or restrictions placed on affordable units, by civil action and any other proceeding or method permitted by law.

**C.** Failure of any official or agency to fulfill the requirements of this Chapter shall not excuse any developer or owner from the requirements of this Chapter. No permit, license, map, or other approval or entitlement for a residential development shall be issued, including without limitation a final inspection or certificate of occupancy, until all applicable requirements of this Chapter have been satisfied.

**D.** The remedies provided for in this Section shall be cumulative and not exclusive and shall not preclude the City from any other remedy or relief to which it otherwise would be entitled under law or equity.

**Section 4.** Adoption of this ordinance is found to be categorically exempt from the California Environmental Quality Act because the adoption of this resolution is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this ordinance contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures CEQA Guidelines Section 15061(b)(3)).

**Section 5.** If any section, subsection, sentence, clause or phrase of the ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it should have adopted the ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

**Section 6.** The City Clerk shall publish this ordinance in accordance with applicable law.

**Section 7.** Effective date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in the San Mateo Daily Journal, a newspaper of general circulation published and printed in the County of San Mateo and circulated in the City of San Bruno.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM

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City Attorney

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**ATTACHMENT 1**

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

AYES: COUNCILMEMBERS: \_\_\_\_\_

NOES: COUNCILMEMBERS: \_\_\_\_\_

ABSENT: COUNCILMEMBERS: \_\_\_\_\_

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

ATTACHMENT 2

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN BRUNO  
ESTABLISHING AFFORDABLE HOUSING IMPACT FEES FOR RESIDENTIAL AND  
NONRESIDENTIAL DEVELOPMENT PROJECTS AND ESTABLISHING A  
STANDARDIZED LIST OF USES AND EXEMPTIONS WITH RESPECT TO THE  
PAYMENT OF NONRESIDENTIAL HOUSING IMPACT FEES**

**WHEREAS**, on April 14, 2015 the City Council of the City of San Bruno adopted its 2015-2023 Housing Element which contemplates, among other things, an ordinance to adopt affordable housing impact fees as a mechanism to increase the supply of affordable housing in the City, pursuant to Housing Element Programs 3-J and 5-J;

**WHEREAS**, to implement the affordable housing goals, policies and programs of the City's 2015-2023 Housing Element, the City Council has considered and introduced on this same date an affordable housing ordinance that, among other things, authorizes the imposition of affordable housing impact fees for certain residential and nonresidential development projects to mitigate the impact of such projects on the need for affordable housing in the City (the "Affordable Housing Ordinance");

**WHEREAS**, to ensure that future development projects mitigate their impact on the need for affordable housing in San Bruno, and to ensure that any adopted housing impact fees do not exceed the actual affordable housing impacts attributable to the development projects to which the fees relate, the City agreed to participate in the preparation of a nexus study through the countywide 21 Elements collaboration project;

**WHEREAS**, the City has received and considered reports from Strategic Economics and Vernazza Wolfe Associates, Inc. dated October 2015 entitled "Residential Impact Fee Nexus Study" and "Commercial Linkage Fee Nexus Study" (together, the "Nexus Study");

**WHEREAS**, the Nexus Study uses widely applied, appropriate methodology to determine the maximum amount needed to fully mitigate the need for affordable housing created by residential and nonresidential development;

**WHEREAS**, to ensure that development projects remain economically feasible, the recommended housing impact fees as shown in the attached Exhibits A and B do not exceed the justified fees needed to mitigate the actual affordable housing impacts attributable to the development projects to which the fees relate, as determined by the Nexus Study;

**WHEREAS**, the Affordable Housing Ordinance authorizes the City Council to adopt by resolution affordable housing impact fees for residential and nonresidential development, and the City Council desires to do so;

**WHEREAS**, the Affordable Housing Ordinance authorizes the City Council to adopt by resolution a standardized list of specific uses that shall be exempt from the payment of housing impact fees, and the City Council desires to do so;

## ATTACHMENT 2

**WHEREAS**, the Affordable Housing Ordinance authorizes the City Council to adopt by resolution the percentage of affordable units needed to fully mitigate the impact of residential or nonresidential development projects on the need for affordable housing, and the City Council desires to do so;

**WHEREAS**, the Affordable Housing Ordinance authorizes the City Council to adopt by resolution a fee for processing applications for waivers from or modifications to the housing impact fees, and the City Council desires to do so;

**WHEREAS**, at least ten days prior to the date this resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including general fund revenues, in accordance with Government Code Section 66019;

**WHEREAS**, at least fourteen days prior to the date this resolution is being heard, notice was provided to any persons or organizations who had requested notice, in accordance with Government Code Section 66019;

**WHEREAS**, notice of the hearing on the proposed fee was published twice in the manner set forth in Government Code Section 6062a as required by Government Code Sections 66004 and 66018; and

**WHEREAS**, the City Council has reviewed the information contained in this Resolution and the accompanying staff report and any attachments at a meeting held on September 13, 2016.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of San Bruno as follows:

1. The foregoing recitals are true and correct and incorporated into this Resolution by this reference.
2. The findings of the Nexus Study have been considered and are hereby incorporated into this Resolution by this reference.
3. The facts and substantial evidence in the record establish that there is a reasonable relationship between the need for affordable housing and the impacts of the development described in the Nexus Study for which the corresponding fee is charged, and that there is also a reasonable relationship between the use of the affordable housing impact fee and the type of development for which the fee is charged, as is described in more detail in the Nexus Study.
4. The Nexus Study sets forth cost estimates, in 2015 dollars, that are reasonable for constructing affordable housing, and the fees expected to be generated by new development will not exceed these costs.

**ATTACHMENT 2**

5. The City Council hereby adopts those affordable housing impact fees for residential development projects shown on Exhibit "A", attached hereto and incorporated by reference herein.

6. The City Council hereby adopts those affordable housing impact fees for nonresidential development projects shown on Exhibit "B", attached hereto and incorporated by reference herein.

7. All housing impact fees collected shall be deposited into the City's Affordable Housing Fund to be used to increase and preserve the supply of housing affordable to households of extremely low, very low, low, and moderate incomes (including necessary administrative costs).

8. The City Council hereby adopts the "Land Use Exemptions" set forth in Exhibit "C", attached hereto and incorporated by reference herein.

9. The City Council may review affordable housing impact fees from time to time. For any annual period during which the City Council does not review the housing impact fee, fee amounts shall be adjusted once by the Community Development Director based on the percentage increase in the Engineering News-Record Construction Cost Index for San Francisco, California.

10. The City Council hereby determines that the following percentages of affordable units will mitigate the impacts of residential development on the need for affordable housing:

<b>Required Affordable Units per Residential Project*</b>			
	Single Family	Condominium	Apartment
<b>Very Low Income</b>	-	-	6%
<b>Low Income</b>	6%	6%	9%
<b>Moderate Income</b>	9%	9%	-
<b>TOTAL</b>	15%	15%	15%

\*Definitions of project types and affordability categories are contained in the Nexus Study.

11. The City Council further determines that the following number of affordable units will mitigate the impacts of nonresidential development on the need for affordable housing:

<b>Required Affordable Units per 100,000 sf in a Nonresidential Project*</b>			
	Hotel	Retail, etc.	Office, R&D, Medical
<b>Very Low Income</b>	1	1	1
<b>Low Income</b>	1	1	1
<b>Moderate Income</b>	1	1	1
<b>TOTAL</b>	3	3	3

**ATTACHMENT 2**

\*Definitions of project types and affordability categories are contained in the Nexus Study.

12. The City Council hereby adopts a fee for processing applications for waivers from or modifications as shown on Exhibit "D", attached hereto and incorporated by reference herein.

13. The City Council finds that all of the housing impact fees adopted pursuant to this Resolution do not exceed the actual affordable housing impacts of the development projects to which those housing impact fees relate, as further set forth in the Nexus Study.

14. Adoption of this Resolution is exempt from the California Environmental Quality Act because the adoption of this resolution is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this resolution contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures (CEQA Guidelines Section 15061(b)(3)).

15. This Resolution shall take effect on MMM DD, 2016, but only if the Affordable Housing Ordinance is adopted and effective prior to that date.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the City Council of the City of San Bruno, at a regular meeting of said City Council held on \_\_\_\_\_, 2016, by the following vote:

- AYES:
- NOES:
- ABSENT:
- APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney of the City of San Bruno

ATTEST: \_\_\_\_\_  
City Clerk of the City of San Bruno

**ATTACHMENT 2**

**EXHIBIT "A"**

**Housing Impact Fees for Residential Development Projects**

\*Residential impact fees for residential projects shall be calculated using the net new square footage of Residential Floor Area for the dwelling unit to which the housing impact fee relates.

As used in the Nexus Study, "Residential Floor Area" for Single-Family Detached Homes, Townhomes, Duplexes, and Triplexes includes all horizontal areas of the several floors of such buildings measured from the exterior faces of exterior walls or from the center line of party walls separating two (2) buildings, minus the horizontal areas of such buildings used exclusively for parking.

As used in the Nexus Study, "Residential Floor Area" for Apartments and Condominiums includes all horizontal areas of the several floors of such buildings measured from the exterior faces of exterior walls or from the center line of party walls separating two (2) buildings, minus the horizontal areas of such buildings used exclusively for parking, elevators, stairwells or stairs between floors, hallways, and between-unit circulation.

Fees shall be paid that are in effect at the time of issuance of the building permit for the residential development, based on the effective rate at the time of building permit issuance.

<b>Type of Residential Unit</b>	<b>Fee per Square Foot of Net New Residential Floor Area</b>
Single-Family Detached Home	<b>\$25.00</b>
Apartments and Condominiums	<b>\$20.00</b>

**ATTACHMENT 2**

**EXHIBIT "B"**

**Commercial Linkage Fees for Nonresidential Development Projects**

\*All commercial linkage fees for nonresidential projects, including new construction and conversion of a residential use to a nonresidential use shall be calculated using the gross floor area of net new nonresidential space, excluding structured parking.

<b>Nonresidential Use</b>	<b>Fee per Square Foot of Net New Gross Floor Area</b>
Hotel	<b>\$5.00</b>
Retail, Restaurants and Services	<b>\$5.00</b>
Office, Medical Office and Research and Development Uses	<b>\$5.00</b>

## ATTACHMENT 2

### EXHIBIT "C"

#### LAND USE EXEMPTIONS

In accordance with Section 12.230.050 of the Affordable Housing Ordinance, the following specific nonresidential uses are exempt from the payment of the housing impact fee:

1. Public Uses and Quasi-Public Uses, as defined in Section 12.230.020 of the Affordable Housing Ordinance, including, but not limited to, public schools, parks, playgrounds, hospitals, and administrative and service facilities;

2. Open Space Uses, as defined by Section 12.96.170 of the San Bruno Zoning Code, including, but not limited to, public and private parks, schools and cemeteries;

3. Child Care Centers, including Family Child Care Homes;

4. Recreational facilities for public use and enjoyment within commercial or industrial developments;

5. Housing for the elderly, nursing homes, rest homes, and residential care facilities, as defined by Section 12.80 of the San Bruno Zoning Code; and

6. Public and private schools.

**ATTACHMENT 2**

**EXHIBIT "D"**

**FEE FOR WAIVERS AND MODIFICATIONS**

Waivers and Modifications of Requirements of Affordable Housing Ordinance:

Initial Deposit of \$1,000

To be charged on a cost recovery basis, where the staff charges their time and other costs against the initial deposit, recovering the actual cost of project review.

## ATTACHMENT 3

### RESOLUTION NO. 2016-10

#### A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN BRUNO RECOMMENDING THAT THE CITY COUNCIL ADOPT AN AFFORDABLE HOUSING ORDINANCE AND HOUSING IMPACT FEES FOR RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT PROJECTS

**WHEREAS**, on April 14, 2015 the Planning Commission of the City of San Bruno adopted its 2015-2023 Housing Element which contemplates, among other things, an ordinance to provide a mechanism to increase the supply of affordable housing in the City pursuant to Housing Element Programs 3-J and 5-J;

**WHEREAS**, high land costs, the dissolution of the redevelopment agencies, cutbacks in federal and state funding for affordable housing and court cases that restrict the ability of cities to require affordable housing in new development have resulted in fewer people being able to afford to either live or continue to live in San Bruno and severely constrained the City's ability to address the City's affordable housing needs through its existing Below Market Rate (BMR) Housing ordinance, adopted in 2008;

**WHEREAS**, to ensure that future development projects mitigate their impact on the need for affordable housing in San Bruno, and to ensure that any adopted housing impact fees do not exceed the actual affordable housing impacts attributable to the development projects to which the fees relate, the City participated in the preparation of a nexus study through the San Mateo County-wide 21 Elements collaboration project;

**WHEREAS**, the City has received and considered reports from Strategic Economics and Vernazza Wolfe Associates, Inc. dated October 2015 entitled "Residential Impact Fee Nexus Study" and "Commercial Linkage Fee Nexus Study" (together, the "Nexus Study");

**WHEREAS**, on April 19, 2016, the City Council held a Study Session to review the draft Nexus Study reports and directed City staff to prepare an affordable housing ordinance (the "Affordable Housing Ordinance") to replace the existing BMR ordinance and to propose reasonable impact fees for residential and nonresidential development;

**WHEREAS**, the Affordable Housing Ordinance would authorize the City Council to adopt by resolution housing impact fees for residential and nonresidential development projects to help mitigate the impact of such projects on the need for affordable housing in the City, a list of uses that shall be exempt from the payment of affordable housing impact fees, the percentage of affordable units needed to fully mitigate the impact of residential or nonresidential development projects on the need for affordable housing, and a fee for processing applications for waivers from or modifications to the housing impact fees;

**WHEREAS**, the adoption of the Affordable Housing Ordinance and impact fees is not a project under the California Environmental Quality Act (CEQA) because it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that impact fees contain no provisions modifying the physical design, development, or construction of residences or nonresidential structures (CEQA Guidelines Section 15061(b)(3)); and

**WHEREAS**, on August 16, 2016, the Planning Commission held a duly noticed public hearing to consider the draft Affordable Housing Ordinance and affordable housing impact fees, the accompanying staff report and attachments, to take public testimony, and to make a recommendation on this matter to the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of San Bruno as follows:

1. The Planning Commission has reviewed and considered the findings of the Residential Impact Fee Nexus Study, Commercial Linkage Fee Nexus Study, the proposed Affordable Housing Ordinance, and the impact fees for residential and nonresidential projects.
2. The Planning Commission determined that the Affordable Housing Ordinance and impact fees are consistent with the City of San Bruno's 2015 Housing Element of the General Plan.
3. The Planning Commission recommends that the City Council adopt the Affordable Housing Ordinance subject to minor changes to effectuate the intent of the ordinance and the Housing Element, and appropriate affordable housing impact fees for residential and nonresidential development projects, shown in Exhibit 1.
4. The Planning Commission recommends that the City Council repeal the existing Below Market Rate Housing Ordinance upon adoption of this Affordable Housing Ordinance.
5. The Planning Commission directs the Secretary of the City of San Bruno Planning Commission to forward to the City Council a certified copy of this resolution together with an attested copy.

8/18/16

Dated:

Mary Lou Johnson  
Planning Commission Chair

**ATTEST:**

David Woltering  
Planning Commission Secretary

**APPROVED AS TO FORM:**

Maura Joffe  
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 on this 16<sup>th</sup> day of August 2016, by the following vote:

AYES: Mary Lou Johnson, Perry Peterson, Joe Sammut, Sujendra Mishra

NOES: None

ABSENT: Rick Biasotti, Marie Kayal, Kevin Chase

## EXHIBIT 1

### Recommended Affordable Housing Impact Fees

The Planning Commission recommends the affordable housing impact fees shown in the table below as appropriate fee levels for consideration by the City Council.

<b>Development Type</b>	<b>Recommended Fees (per square foot)</b>	<b>Minimum Project Size</b>
Single Family	\$25	5 or more net new units for residential projects
Condominium	\$20	
Apartment	\$20	
Office	\$5	All new commercial development
Retail	\$5	
Hotel	\$5	

ATTACHMENT 4

**"The City With a Heart"**



Rick Biasotti, *Chair*  
Marie Kayal, *Vice Chair*  
Kevin Chase  
Mary Lou Johnson  
Sujendra Mishra  
Perry Petersen  
Joe Sammut

**DRAFT MINUTES  
PLANNING COMMISSION MEETING**

**August 16, 2016**

**7:00 p.m.**

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

**CALL TO ORDER at 7:06 pm.**

**ROLL CALL**

	<u>Present</u>	<u>Absent</u>
<b>Chair Biasotti</b>		X
<b>Vice Chair Kayal</b>		X
<b>Commissioner Chase</b>	X arrived 7:15	
<b>Commissioner Johnson</b>	X	
<b>Commissioner Mishra</b>	X	
<b>Commissioner Petersen</b>	X	
<b>Commissioner Sammut</b>	X	

**STAFF PRESENT:**

Planning Division:

Community Development Director: David Woltering  
Senior Planner: Michael Smith  
Long Range Planning Manager: Mark Sullivan  
Contract Assistant Planner: Matt Jones

**ROLL CALL**

**PLEDGE OF ALLEGIANCE:** Miriam Schalit

1. **APPROVAL OF MINUTES** – None
2. **COMMUNICATION** – Introduced new Associate Planner Megan Wooley-Ousdahl, AICP.

**3. PUBLIC COMMENT – None**

**4. ANNOUNCEMENT OF CONFLICT OF INTEREST – None**

**5. PUBLIC HEARINGS:**

**D. Affordable Housing Ordinance and Impact Fees (City-wide)**

Receive report, provide feedback to staff and take public testimony on Residential Impact Fee and Commercial Linkage Fee Nexus Studies demonstrating the impact of new housing or jobs on the need for affordable housing in San Bruno and proposing permissible and reasonable fee levels, and make a recommendation to the City Council regarding adoption of an affordable housing ordinance to replace Chapter 12.230 of the San Bruno Municipal Code and impact fees.

*Long Range Planning Manager Sullivan:* Presented Staff Report.

Questions for Staff

*Commissioner Mishra:* Concerned that if the intent of ordinance is to build more affordable housing, the housing impact fee shouldn't be on the lower end of the range, it should be as high as the market will allow so that developers would build housing. Creating "zones" of low income housing should be avoided.

*Long Range Planning Manager Sullivan:* The Nexus study calculated the maximum justifiable fee. A project must be economically feasible for a developer to proceed. The fee should be enough to help meet the need but not too much to discourage development in the City.

*Community Development Direct Woltering.* The City can require construction of affordable units in for-sale housing developments. The intent is to include and scatter affordable units, not cluster in one project, in one area. The challenge is in rental housing developments, since the Palmer court decision invalidated the City's current affordable housing requirements for rental housing. The recommended fee is initially set a little lower. The intent is to reevaluate the fees during the development impact fee study later this year, which will study potential impact fees needed for other purposes, such as traffic.

*Commissioner Johnson:* Asked staff to address the pro and cons of having higher impact fees.

*Long Range Planning Manager Sullivan:* Projects become economically infeasible as the fee is too high and could potentially deter development.

*Commissioner Petersen:* Asked if the report considers what the effects of the recommended fees are on the City, by comparison to other nearby cities. He would support lower impact fees, because they would be passed on to the consumer, and consider increasing the fee in the future. He is concerned that having higher impact fees would drive away developers, at which point it would be difficult to get them back.

*Commissioner Johnson:* Supports Commissioner Petersen's comments, because when a fees is raised, someone absorbs it in the end – typically the consumer. Commissioner Johnson stated

that Commissioner Chase was not feeling well and left the meeting early. She read a note from Commissioner Chase stating that he is in support of recommending to the City Council adoption of the ordinance and recommended fees.

*Director Woltering:* The next steps would be for the City Council to receive the Commission's recommendation on adoption of this program and fees.

*Commissioner Petersen:* Developers are not opposed to impact fees, but also they research to see if the fees are reasonable.

*Long Range Planning Manager Sullivan:* The fees being proposed are roughly equivalent to the BMR fees already established. The commercial fee proposed at \$5 per square foot is at the low end of the range for the area.

Public Comment - None

### **Motion to adopt resolution 2016-10 to forward to the City Council**

**Commissioners Petersen/Mishra**

**Roll Call Vote: 5-0**

AYES:	Commissioners Sammut, Johnson, Mishra, and Petersen
NOES:	None
ABSTAIN:	None

\*

## **6. DISCUSSION**

### **A. CITY STAFF DISCUSSION:**

Director Woltering: Staff is requesting volunteers for the September ARC meeting – Commissioners Chase, Johnson, and Biasotti identified.

### **B. PLANNING COMMISSION DISCUSSION:**

*Commissioner Petersen:* Asked for a status of The Plaza at 406-418 San Mateo Avenue. Will there be a provision in the permit for setting benchmarks at neighboring properties to monitor the elevations.

Director Woltering: Staff is working with the applicant's representative for issuance of the Shoring and De-watering permit. Staff anticipates issuing that permit by the end of the month. Staff is working on a traffic control plan and pedestrian safety around that site. There will be benchmarks established on adjoining properties.

## **8. ADJOURNMENT**

Meeting was adjourned at 9:43 pm



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

**DATE:** September 13, 2016

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

**FROM:** Connie Jackson, City Manager  
Marc Zafferano, City Attorney

**SUBJECT:** Accept Resignation of San Bruno Community Foundation Board Director and Consider Appointment of Director to Fill Vacancy

### BACKGROUND:

On August 30, 2016, Director and Treasurer Ben Cohn submitted his resignation from the Board of Directors of the San Bruno Community Foundation (Attachment 1). The resignation is effective on October 1, 2016, and was submitted because his family is moving out of the area.

Article V, Section 5 of the adopted Bylaws of the Foundation states that "All Directors shall be designated... by the City Council."

Article V, Section 7 states that "A vacancy or vacancies on the Board of Directors shall exist on the occurrence of the following: (a) the death or resignation of any Director; ... Vacancies shall be filled by the City Council as provided in Section 5."

Article V, Section 8 states that "...any Director may resign by giving written notice to the President or Secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the City Council shall appoint a successor to take office as of the date when the resignation becomes effective. ..."

The Bylaws do not require that the City Council use any particular process to fill vacancies. Any appointment by the City Council would be for the unexpired term of the resigning Director, which in this case is approximately 15 months.

### DISCUSSION:

When the City Council initially appointed Directors to the Foundation Board in September 2013, it solicited applications via letter and flyer mailed to all City addresses. In response, the City Council received 82 applications from a wide cross-section of the community. City staff and advisors from the Silicon Valley Community Foundation reviewed and vetted the applicants, and recommended that the City Council interview twelve applicants.

Following the interviews, the City Council appointed seven members to the Board including the Board Officers of President, Vice-President, Secretary, and Treasurer. Each of the officers were appointed to serve an initial four-year term expiring at the end of December 2017. The three remaining Board

members were appointed to serve a two-year term. All three were subsequently reappointed to serve a second term from November 2015 through December 2019.

At this point in its operations, the Foundation has taken custody of all of the restitution funds, and the Foundation Board is interested to ensure that the Foundation maintains a high level of Board expertise in financial and investment matters, especially at the Treasurer position that is being vacated. Accordingly, the Foundation has requested that the City Council consider identifying and appointing a person to the Board of Directors who has financial and investment expertise to fill the unexpired portion of the term of outgoing Director and Treasurer Ben Cohn.

The City Council subcommittee (Ruane and O'Connell) recently met with representatives of the Foundation Board to discuss City and Foundation coordination. In order to address the Foundation's interest for financial expertise on the Board of Directors, the subcommittee requested staff to review the original 82 applications for appointment to the Board to identify persons with significant financial experience. The subcommittee carefully reviewed those applications and recommends that Tim Ross be appointed to the Board as Foundation treasurer to serve the remainder of Ben Cohn's unexpired term.

Mr. Ross is currently a Vice President at First Republic Private Wealth Management. He has over eleven additional years of financial and investment experience as Director of Research at Constellation Wealth Advisors in Menlo Park and as an Investment Management Analyst at Citi Family Office. He earned a Bachelor of Science from Stanford University and is a Chartered Financial Analyst. Mr. Ross has served the community for over three years as a member of the City's traffic Safety and Parking Committee (TSPC), a position from which he has agreed to resign if appointed to the Board. Although Mr. Ross was not initially selected for appointment to the Foundation Board of Directors, he has remained interested in the Foundation's activities and has recently attended Foundation Board meetings when items related to the Board's investment policy and strategy have been discussed. The Foundation Treasurer serves as the chair of the Investment Committee, a standing committee of the Board that conducts regular publicly noticed meetings and is charged with overseeing the activities of the Foundation's investment advisor, Sand Hill Global Investments.

The City Council retains the authority to determine the process for selection and appointment of a new Foundation board director. After careful review of all of the applications the City previously received for a board director position, the City Council subcommittee and Foundation Board are recommending appointment of Mr. Ross. Alternatively, the City Council may determine that a different process should be used to solicit and evaluate applicants for this vacancy. Board Director and Treasurer Ben Cohn has identified his availability to continue serving through December 2016 which should provide sufficient time for the City Council to implement an alternative process for appointment should the City Council so desire.

**FISCAL IMPACT:**

None.

**ALTERNATIVES:**

1. Direct staff to engage in a different process to solicit additional candidates for the position of director.
2. Appoint a different person as director to fill the existing vacancy.

**RECOMMENDATION:**

Accept Resignation of San Bruno Community Foundation Board Director and Consider Appointment of Director to Fill Vacancy

**ATTACHMENTS:**

1. Ben Cohn Letter of Resignation
2. Letter from San Bruno Community Foundation

**DISTRIBUTION:**

San Bruno Community Foundation Board of Directors

**DATE PREPARED:**

September 9, 2016

## Ben Cohn - Letter of Resignation

Ben Cohn

Tue 8/30/2016 5:04 PM

Inbox

To: nkraus

Cc: Leslie Hatamiya-SBCF <LHatamiya-SBCF@sanbruno.ca.gov>;

To: Nancy Kraus, President  
San Bruno Community Foundation

I hereby tender my resignation from the Board of Directors of the San Bruno Community Foundation effective October 1, 2016. If the City Council has not appointed, by that date, a Board Member to fill out the remainder of my term, I will continue serving as needed through December 31, 2016.

Benjamin Cohn

**From:** Leslie Hatamiya-SBCF  
**Sent:** Tuesday, September 6, 2016 12:36 PM  
**To:** Jim Ruane; JimRuaneWork  
**Cc:** Connie Jackson  
**Subject:** SBCF Director Resignation

Dear Mayor Ruane:

We are writing to inform you of the resignation of Ben Cohn from the San Bruno Community Foundation Board of Directors (please see the attached email). As you know, Ben has served as the Foundation's first Treasurer since 2013 and has played an important role as the Foundation has gotten off the ground. Ben and his family are moving to the East Bay, and while we will miss his service on the Board, we are excited for his family as they embark on a new adventure.

Ben's resignation is effective October 1, 2016, although if the City Council has not appointed a replacement Director to serve the remainder of his term by that time, he will continue serving as needed until December 31, 2016. Ben's term ends on December 31, 2017.

Under Article V, Section 7(a), of the Foundation's Bylaws, a vacancy occurs upon the "...resignation of any Director." Vacancies are to be filled by the City Council. Article V, Section 5, states that "All Directors shall be designated and may be removed by the City Council."

As you know, the Foundation has made great progress in developing into a fully functioning nonprofit organization dedicated to benefiting the San Bruno community through investments in projects, programs, services, and facilities that have significant and lasting benefits. In the past year, the Foundation Board has developed and adopted its program strategy and investment policies, launched the Crestmoor Neighborhood Memorial Scholarship and the Community Grants Fund, and partnered with the City of San Bruno on several near-term projects (Community Day, Community Facilities Vision Plan, Florida Avenue park development, and pedestrian safety improvements). In addition, the Foundation hired an investment management firm, created an Investment Committee, and, in late May, took possession of the nearly \$70 million in restitution funds. To sustain the considerable forward momentum the Foundation is experiencing, we request that the City Council move expeditiously to appoint a Director to fulfill the remainder of Ben's unexpired term.

Moreover, we request that the City Council give primary consideration to potential appointees with significant professional experience in investments and finance. Now that the Foundation has responsibility for managing and investing the restitution funds – a responsibility that it takes very seriously – we ask the City Council to take advantage of this unexpected opportunity to bolster the Board’s expertise in this area. With Ben’s departure, the Foundation loses not only a Director, but also its Treasurer and the chair of the Investment Committee (the Treasurer serves *ex officio* as chair of the Investment Committee). We hope that the Council would appoint a Director with professional finance and investment expertise, who, if elected by the Board, could serve ably in these important positions.

We thank you for your prompt attention to this matter. Please let us know if you have any questions or if we can assist you in your deliberations.

Sincerely,

Leslie Hatamiya, Executive Director

Nancy Kraus, President

San Bruno Community Foundation

[lhatamiya-sbcf@sanbruno.ca.gov](mailto:lhatamiya-sbcf@sanbruno.ca.gov)

Office (650) 763-0775

Mobile (650) 922-1223

[www.sbcf.org](http://www.sbcf.org)



City Council Agenda Item  
Staff Report

CITY OF SAN BRUNO

**DATE:** September 13, 2016

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

**FROM:** Jimmy Tan, Public Services Director/City Engineer

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Execute a Construction Contract with Anderson Pacific Engineering Construction, Inc. for the Spyglass Pump Station and Force Main Rehabilitation Project in the Amount of \$2,223,930, Approving a Construction Contingency of \$350,000, Appropriating an Additional \$300,000 from the Wastewater Capital Fund, and Approving a Total Budget in the Amount of \$2,888,860

**BACKGROUND:**

The Spyglass Pump Station is one of six sanitary sewer pump (lift) stations operated by the City to convey wastewater to the Water Quality Control Plant located in South San Francisco. The pump station is located at 2091 Spyglass Drive in the northwestern corner of the City near the boundary of Pacifica and serves 78 single-family homes in the vicinity. This proposed project will rehabilitate the Spyglass Pump Station at its existing location, and construct a new force main to divert the flow to the Sharp Park pump station to decrease the length of the force main, and eliminate safety and access concerns at the existing pump station.

The existing pump station is situated on a site that is relatively flat in the front and slopes steeply in the rear. The pump station wet well is located at street level and the pumps are enclosed in a building on the sloping portion of the site that is about 10 feet lower than street level and can only be accessed by going down a steep stairway. The existing pumps at the station are outdated and in need of replacement. They require constant maintenance and repairs. The equipment at the pump station is antiquated and in poor condition with a standby generator operating on natural gas. The layout of the pump station makes it extremely difficult and unsafe for maintenance personnel to perform work on the pump station. The pump station is in need of a complete rehabilitation to meet current health and safety standards.

The existing force main is about 2,200 feet in length and discharges from the pump station through a steep and heavily wooded area, crosses Sharp Park Road, and extends to a manhole on Susan Drive (Attachment 2). The wooded area makes it nearly impossible for City staff to access the force main.

The poor condition of the pump station and lack of access to force main pipe presents a risk for potential sanitary sewer overflows (SSOs). The Consent Decree with Baykeeper requires the City to rehabilitate the Spyglass Pump Station by July 2018.

In November 2014, the City Council awarded an engineering design contract to HydroScience Engineers, Inc. for the design of the pump station and force main. During the initial design phase, several alternatives for the replacement of the pump station were evaluated:

1. Construct the force main in a new alignment within City right-of-way along Spyglass Drive, Pacific Heights Boulevard and Highland Drive, and discharge to a manhole at the top of the hill on Elston Drive. The total amount of pipe needed would be approximately 3,100 feet. The pump discharge pressure would be approximately 125 pounds per square inch (psi) due to the elevation difference. Due to the low flow rate and high discharge pressure that would be required, the use of the City standard submersible pump would be very extremely inefficient.
2. The option of diverting the flow and connecting to the Pacifica's sewer system was also explored. However, this alternative was deemed unfeasible due to lack of proximity to Pacifica's sewer system and mainline capacity.
3. Construct the force main along Spyglass Drive to Pacific Heights Boulevard, crossing Sharp Park Road to a manhole on Highland Drive and flow by gravity to the Sharp Park Pump Station. The total amount of pipe needed for this alternative would be approximately 1,200 feet, and the pump discharge pressure would be approximately 45 psi. The wastewater discharge from the Spyglass Pump Station would then be conveyed by the Sharp Park Pump Station force main to the City's sewer system. This alternative would be the most energy efficient and also have the lowest construction cost.

The alternative analysis recommendation was to proceed with final design of Alternative 3 to rehabilitate the existing pump station at its current location and divert the flow to the Sharp Park Pump Station. The scope of the project included construction of new pumps, motors, wet wells, electrical controls, emergency standby generator, and a new force main for the Spyglass Pump Station. The existing standby generator at the Sharp Park Pump Station will also be upsized to accommodate the existing electrical loading plus the additional flow from the Spyglass Pump Station. The contract documents and specifications were completed in June 2016.

#### **DISCUSSION:**

On July 30, 2016, staff issued a notice inviting bids for the construction of the Spyglass Pump Station and Force Main Rehabilitation project. Notice to bidders was sent to 60 contractors listed in the City's contractor directory, posted on the City's website and provided to 5 plan advertisement centers. The project was also advertised twice in the San Mateo Times newspaper on July 30, 2016 and August 6, 2016. Staff held a non-mandatory pre-bid meeting on August 9, 2016. The bid opening was conducted on August 26. Three (3) bids were received as follows:

<b>No.</b>	<b>Contractor</b>	<b>Total Cost</b>
1.	Anderson Pacific Engineering Construction, Inc.	\$ 2,223,930
2.	JMB Construction, Inc.	\$ 2,383,631

3. McGuire and Hester	\$ 2,464,425
Engineer's Estimate	\$ 2,428,930

The lowest bid was received from Anderson Pacific Engineering Construction, Inc. in the amount of \$2,223,930, which was \$205,000 lower than the engineer's estimate. All three bids received were within 10% of the engineer's estimate. Anderson Pacific Engineering Construction, Inc. is a reputable civil engineering construction firm in Santa Clara that has been operating in the Bay Area for over 40 years. Anderson Pacific Engineering Construction, Inc. has satisfactorily completed numerous wastewater projects for public agencies in the Bay Area including Daly City, San Mateo, Redwood City, Palo Alto, Menlo Park, Sunnyvale, San Jose, Morgan Hill, Oakland, East Bay Municipal Utility District, and Union Sanitary District. Anderson Pacific Engineering Construction Inc. provided appropriate references for previous similar projects that were verified by staff and is considered to be a qualified, responsive and responsible bidder. Staff has reviewed the bid materials and determined that the submitted bid is complete and accurate. Staff recommends award of the construction contract to Anderson Pacific Engineering Construction, Inc.

Construction of the project will have impacts on residents in the project vicinity in Pacific Heights, such as temporary roadway closure, noise, dust, service interruption, and accessibility in and out of private properties. However, minimizing the neighborhood impact is one of the goals for successful completion of this project. A community meeting will be conducted with the neighborhood in October 2016 to discuss project impacts and obtain residents comments and feedback. It is anticipated that the project will be completed by December 2017.

**FISCAL IMPACT:**

The adopted FY 2016-21 CIP budget includes \$2,188,860 in carryover funding with a new allocation request of \$400,000 for a total project budget of \$2,588,860 for this project. An additional \$300,000 from the Wastewater Capital Fund is requested as an added appropriation in the 2016-17 Capital Improvement Program for a new total project budget of \$2,888,860 to complete this project:

Construction Contract	\$ 2,223,930
Construction Contingency (15%)	\$ 350,000
Staff Management and Inspection	\$ 314,930
Total Estimated Construction Phase	\$ 2,888,860

The proposed contingency of 15% is due to the project complexity and uniqueness of the steep terrain at the pump station.

**ALTERNATIVES:**

1. Reject all bids and direct staff to re-advertise the project. This action will delay the completion of the Spyglass Pump Station and Force Main Rehabilitation Project. The City may end up with a higher bid price.

2. Do not award the construction contract and do not complete the project. The Spyglass Pump Station would be vulnerable to system failure and subject the City to potential SSOs and fines

**RECOMMENDATION:**

Adopt Resolution authorizing the City Manager to execute a construction contract with Anderson Pacific Engineering Construction, Inc. for the Spyglass Pump Station and Force Main Rehabilitation Project in the amount of \$2,223,930, approving a construction contingency of \$350,000, appropriating an additional \$300,000 from the Wastewater Capital Fund and approving a total budget in the amount of \$2,888,860.

**ATTACHMENTS:**

1. Resolution
2. Project Site Map
3. 2016-17 CIP Budget Worksheet

**DATE PREPARED:**

August 30, 2016

**REVIEWED BY:**

\_\_\_\_ FIN  
\_\_\_\_ ACM  
\_\_\_\_ CM

RESOLUTION NO. 2016 - \_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC. FOR THE SPYGLASS PUMP STATION AND FORCE MAIN REHABILITATION PROJECT IN THE AMOUNT OF \$2,223,930, APPROVING A CONSTRUCTION CONTINGENCY OF \$350,000, APPROPRIATING AN ADDITIONAL \$300,000 FROM THE WASTEWATER CAPITAL FUND, AND APPROVING A TOTAL BUDGET IN THE AMOUNT OF \$2,888,860**

**WHEREAS**, the Spyglass Pump Station is one of six sanitary sewer pump stations operated by the City to move wastewater to the treatment plant in South San Francisco; and

**WHEREAS**, the pump station and force main are old, in decrepit condition, and in need of rehabilitation and replacement to meet current health and safety standards and prevent potential sanitary sewer overflows (SSOs); and

**WHEREAS**, the City's Capital Improvement Program (CIP) includes a wastewater improvement project to replace the pump station and force man; and

**WHEREAS**, the City advertised this project for bid in compliance with State Contract Code and local purchasing regulations and received three (3) sealed bids; and

**WHEREAS**, Anderson Pacific Engineering Construction, Inc. submitted a bid in the amount of \$2,223,930 that was determined to be the lowest cost, responsive and responsible bidder; and

**WHEREAS**, Anderson Pacific Engineering Construction, Inc. has satisfactorily completed numerous pump station and sewer main construction projects for public agencies in the Bay Area, meets the contractor qualifications, and has a valid contractor's license required to perform the scope of work of this project; and

**WHEREAS**, a construction contingency of \$350,000 is necessary to address potential unforeseen field conditions that may impact the construction; and

**WHEREAS**, the adopted FY 2016-21 CIP budget includes a total project budget of \$2,588,860 for this project; and

**WHEREAS**, an additional \$300,000 from the Wastewater Capital Fund is requested as an added appropriation for a new total project budget of \$2,888,860 to complete this project.

**NOW, THEREFORE, BE IT RESOLVED** that the San Bruno City Council hereby authorizes the City Manager to execute a construction contract with Anderson Pacific Engineering Construction, Inc. for the Spyglass Pump Station and Force Main Rehabilitation Project in the amount of \$2,223,930 with a construction contingency of \$350,000; appropriates an additional \$300,000 from the Wastewater Capital fund; and approves a total budget in the amount of \$2,888,860.

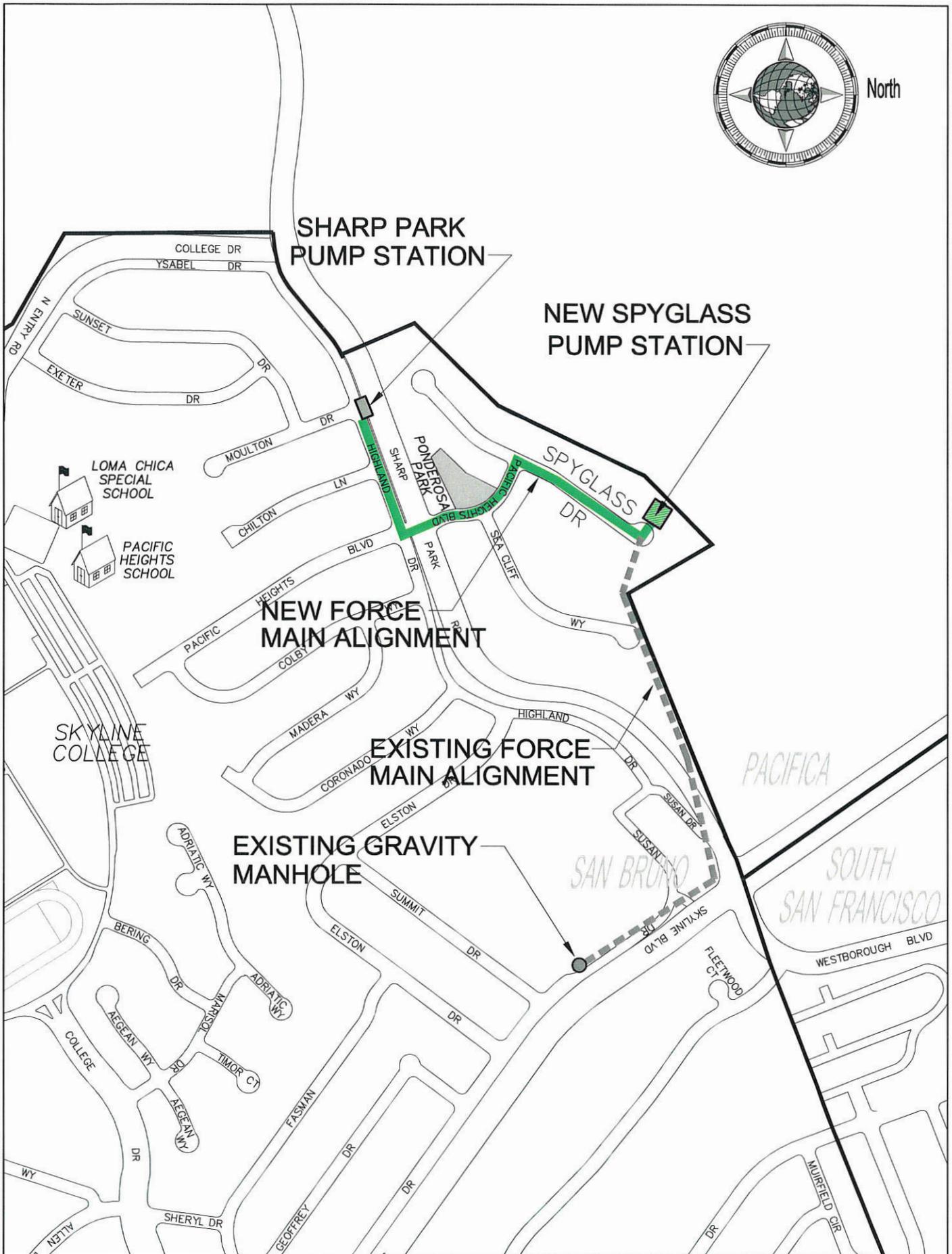
Dated: September 13, 2016

ATTEST:

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

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 September 2016 by the following vote:

AYES: Councilmembers: \_\_\_\_\_  
NOES: Councilmembers \_\_\_\_\_  
ABSENT: Councilmembers: \_\_\_\_\_



**SPYGLASS PUMP STATION SITE MAP**

# Wastewater Capital

# Pum Statio

PROJECT #: 84336 | 85111

DEPARTMENT: Public Services

PROJECT APPROPRIATIONS	Project #	Prior Appropriations	Estimated Carryover	New Request	2016/17	2017/18	2018/19	2019/20	2020/21	Total 2016-21 Budget
Olympic Pump Station	.84336	\$ 3,497,000	\$ 219,692	-	\$ 219,692	-	-	-	-	\$ 219,692
Spyglass Pump Station	85111	2,591,000	2,188,860	400,000	2,588,860	-	-	-	-	2,588,860
Crestmoor Pump Station	Unassigned	-	-	300,000	300,000	2,300,000	-	-	-	2,600,000
Crestwood Pump Station	Unassigned	-	-	250,000	250,000	750,000	-	-	-	1,000,000
Lomita Pump Station	Unassigned	-	-	300,000	300,000	1,550,000	-	-	-	1,850,000
<b>Total</b>		<b>\$ 6,088,000</b>	<b>\$2,408,552</b>	<b>\$1,250,000</b>	<b>\$3,658,552</b>	<b>\$4,600,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,258,552</b>

FUNDING SOURCES

Wastewater Fund	\$ 6,088,000	\$2,408,552	\$1,250,000	\$3,658,552	\$4,600,000	\$ -	\$ -	\$ -	\$ -	\$ 8,258,552
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**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** September 13, 2016

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

**FROM:** Jimmy Tan, Public Services Director/City Engineer

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Execute a Construction Contract with JMB Construction, Inc. for the Masson and Easton Culvert Repair Project in the Amount of \$597,000, Approving a Construction Contingency of \$90,000, Approving a Total Budget in the Amount of \$837,000, and Appropriating an Additional \$469,000 from the General Fund Capital Reserve Fund

**BACKGROUND:**

Much of the City's existing storm infrastructure was originally installed in the 1900s when the eastern portion of the City developed and urbanized. The system then extended to the western part of the City as more developments were completed. The stormwater collection system consists of underground pipelines and culverts, concrete and earthen channels, and detention basins. Similar to a pipe, a culvert is an enclosed structure that is used to convey water from one area to another. Culverts come in many sizes and shapes including round, elliptical, flat-bottomed, pear-shaped, and box-like constructions.

One of the City's existing concrete box culverts is located between San Bruno Avenue and Kains Avenue. This box culvert is important as it collects storm water from the west of State Route 35 and conveys the flow to the San Bruno Channel near Pine Street. The box culvert alignment runs underneath multiple residential and commercial properties as well as the public right-of-way. During the heavy rain storm event on December 11, 2014, the section of box culvert at Masson Avenue reached its capacity and the resulting pressure in the box culvert damaged the top of the culvert. The damage from the culvert subsequently caused the pavement and sidewalk to be lifted from the ground surface and damaged the adjacent residential driveway and sidewalk. City staff performed a visual inspection inside the culvert at Masson after the rain event and confirmed that there was some structural damage which included separation of the concrete top slab and exposed re-bar from deterioration of the concrete. The City completed temporary repairs to the sidewalk and roadway to allow access to the adjacent residence. On Easton Avenue, there are indications that the concrete top slab has separated from the main structure of the culvert.

On April 28, 2015, the City Council awarded a contract to V&A Associates for a condition assessment and design of the Masson and Easton Culvert Repair Project. The project consists of resurfacing damaged concrete and exposed rebar and replacement of corroded rebar within the culvert between Green Avenue and Masson Avenue. The project will also replace the culvert top slab in Masson Avenue and Easton Avenue right-of-ways, and restoration of pavement, sidewalk, and driveways.

10.c.

**DISCUSSION:**

In compliance with the State Contract Code and the City's local purchasing regulations, on June 18, 2016, a Notice to Bidders was issued, posted on the City's website, and advertised in the *San Mateo Daily Journal* newspaper. Staff held a non-mandatory pre-bid meeting on June 28 and there were no attendees. The bid opening was held on July 6. However, no contractors submitted any bids.

Per the Public Contract Code Section 20166, "If no bids are received, the legislative body may have the project done without further complying with this chapter". The City reposted a Request for Proposals in lieu of a public bid contract for the project on July 29. On August 10, 2016, two contractors attended the meeting and toured the property site.

On August 24, 2016, the City received proposals from JMB Construction, Inc. and Yerba Buena Engineering & Construction, Inc. in the amount of \$634,000 and \$723,500 respectively. Both proposals were significantly higher than the engineer's estimate of \$225,000. The higher cost is attributed to the low interest in the project by contractors that have full work schedules and disinterest in the project due to the difficulty of working in an adverse environment. The average height inside the culvert is about 4 feet which makes it extremely difficult to maneuver in. Workers must be certified to work in confined space to work inside the culvert which increased the construction cost. There are also inherent risks that the Contractor needs to consider in taking on the project. The extent of damages within the culvert might not be fully known until each area scheduled for repair is exposed. Staff met with JMB Construction, Inc. and successfully negotiated the price of the proposal to \$597,000, which staff considers to be a fair and equitable price for the work.

JMB Construction, Inc. that has satisfactorily completed numerous water, sewer storm projects for San Bruno including the City's College Pump Station Project and the Glenview Infrastructure Reconstruction Project in 2015. JMB Construction, Inc. was awarded the City's upcoming Jenevein Sewer Replacement Project scheduled to begin in October 2016. JMB Construction, Inc. meets the contractor qualifications and requirements as specified in the contract documents, and their proposal is responsive and responsible. Staff recommends awarding the Masson and Easton Culvert Repair Project to JMB Construction, Inc.

For the project schedule, staff estimates that the construction will take approximately 60 days to complete. It is anticipated that the construction will begin in October 2016 and be completed by December 2016. Construction of the project may have some impacts on nearby residents, such as roadway closure, noise, dust, service interruption, and accessibility in and out of their private properties. However, minimizing the neighborhood impact is one of the goals for successful completion of this project. The City will notify the residents in the project vicinity in advance prior to any construction activities.

**FISCAL IMPACT:**

There is no dedicated stormwater funds available to complete this repair, therefore funding needs to come from the General Fund Capital Reserve Fund. The adopted FY 2016-21 CIP budget includes approximately \$368,000 in carryover funding for the Masson and Easton Culvert Repair Project funded through the General Fund. An additional \$469,000

from the General Fund is requested for a new budget of \$837,000. This amount will be sufficient to complete the construction project.

Construction Contract	\$ 597,000
Construction Contingency (15%)	\$ 90,000
Staff Management and Inspection	\$ <u>150,000</u>
Total Estimated Construction Phase	\$ 837,000

**ALTERNATIVES:**

1. Re-advertise the project. This action will delay the repair and restoration of the damaged culvert and private properties. The culvert may be further damaged in the upcoming rain season. The City may also end up with a higher bid price.
2. Do not award the construction contract and do not complete the project. This section of storm culvert will be vulnerable to system failure from a heavy rain storm and present a potential catastrophic situation.

**RECOMMENDATION:**

Adopt Resolution authorizing the City Manager to execute a Construction Contract with JMB Construction, Inc. for the Masson and Easton Culvert Repair Project in the amount of \$597,000, approving a Construction Contingency of \$90,000, appropriating an additional \$469,000 from the General Fund Capital Improvement Fund, and approving a total budget in the amount of \$837,000.

**DISTRIBUTION:**

None

**ATTACHMENTS:**

1. Resolution
2. Site Map
3. 2016-17 CIP Budget Worksheet

**DATE PREPARED:**

September 1, 2016

**REVIEWED BY:**

\_\_\_\_ FIN  
\_\_\_\_ ACM  
\_\_\_\_ CM

RESOLUTION NO. 2016 - \_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH JMB CONSTRUCTION, INC. FOR THE MASSON AND EASTON CULVERT REPAIR PROJECT IN THE AMOUNT OF \$597,000, APPROVING A CONSTRUCTION CONTINGENCY OF \$90,000, APPROVING A TOTAL BUDGET IN THE AMOUNT OF \$837,000, AND APPROPRIATING AN ADDITIONAL \$469,000 FROM THE GENERAL FUND CAPITAL RESERVE FUND**

**WHEREAS**, an existing box culvert that conveys stormwater between San Bruno Avenue and Kains Avenue runs underneath multiple residential properties as well as the public right-of-way; and

**WHEREAS**, during the heavy rain storm event on December 11, 2014, a section of culvert at Masson Avenue and Easton Avenue reached its capacity and the resulting pressure in the box culvert damaged the top of the culvert; and

**WHEREAS**, the City advertised the Masson and Easton Culvert Repair Project for bid on June 18, 2016 in compliance with State Contract Code, local purchasing regulations and federal funding requirements and did not received any bids; and

**WHEREAS**, per the Public Contract Code Section 20166, "If no bids are received, the legislative body may have the project done without further complying with this chapter"; and

**WHEREAS**, the City reposted a Request for Proposals in lieu of a public bid contract for the project on July 29 and received two proposals; and

**WHEREAS**, the City negotiated with JMB Construction, Inc., the contractor with the lower proposal costs, for a contract price of \$597,000 to completed this work; and

**WHEREAS**, JMB Construction, Inc. has successfully completed numerous infrastructure system improvements for the City, meets the contractor qualifications and requirements as specified in the contract documents, and their proposal is responsive and responsible; and

**WHEREAS**, a total construction budget of \$837,000 includes the construction contract, a construction contingency of \$90,000 and staff project management, inspection; and

**WHEREAS**, the adopted FY 2016-21 CIP budget includes approximately \$368,000 in carryover funding for the Masson and Easton Culvert Repair and an additional appropriation of \$469,000 from the General Fund Capital Reserve Fund is required to complete the project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council adopt Resolution authorizing the City Manager to execute a Construction Contract with JMB Construction, Inc. for the Masson and Easton Culvert Repair Project in the Amount of \$597,000, approving a Construction Contingency of \$90,000, approving a Total Budget in the Amount of \$837,000, and appropriating an Additional \$469,000 from the General Fund Capital Reserve Fund.

Dated: September 13, 2016

ATTEST:

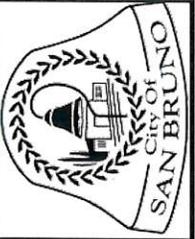
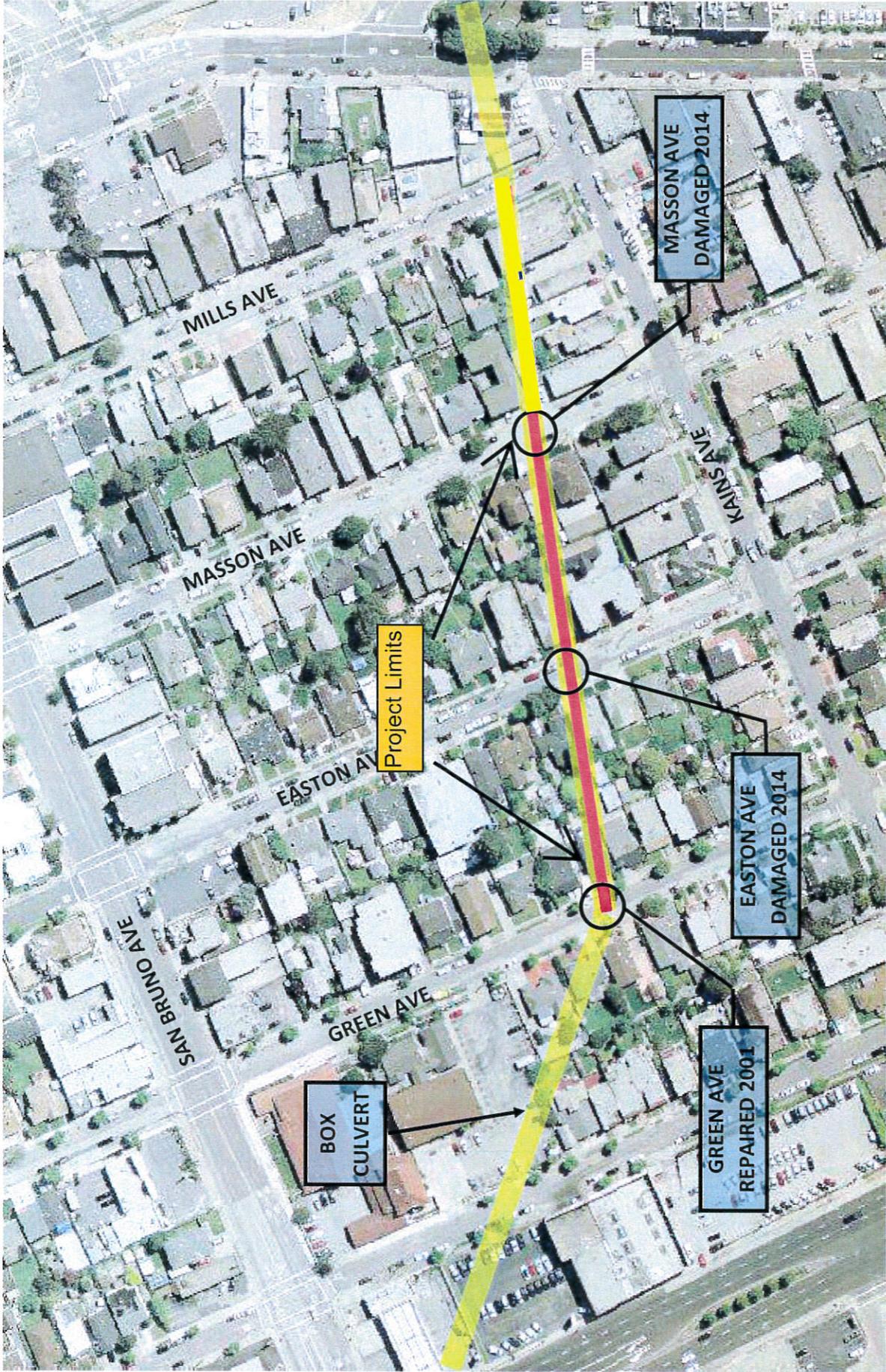
\_\_\_\_\_  
Carol Bonner, City Clerk

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 September by the following vote:

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

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

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



# MASSON AVENUE BOX CULVERT REPAIR PROJECT ATTACHMENT 2 - PROJECT SITE MAP

# Stormwater Capital

# Box Culverts

## Masson Avenue Box Culvert Repair

PROJECT #: 21001

Total Project Cost: \$ 500,000

DEPARTMENT: Public Services

PROJECT APPROPRIATIONS	Prior Appropriations	2016-17		2016/17	2017/18	2018/19	2019/20	2020/21	Total 2016-21 Budget
		Estimated Carryover	New Request						
Design and Construction	\$ 500,000	\$ 379,961	\$ -	\$ 379,961	\$ -	\$ -	\$ -	\$ -	\$ 379,961
<b>FUNDING SOURCES</b>									
General Fund Capital Reserve	\$ 500,000	\$ 379,961	\$ -	\$ 379,961	\$ -	\$ -	\$ -	\$ -	\$ 379,961

**Project Description:** This project will repair and replace an existing underground, concrete box stormwater culvert located between San Bruno and Kains Avenues. During the heavy rain storms in December 2014, the section of box culvert at Masson Avenue reached its capacity and the interior pressure damaged the top of the culvert, which then caused the pavement and sidewalk to be lifted from the ground and impact adjacent residential driveways and sidewalk. The box culvert runs partly underneath multiple residential and commercial properties. Temporary repairs to the sidewalk and roadway were completed to allow access to the adjacent residences.

Project work for a permanent repair includes a condition assessment, design, and construction. This box culvert is important as it collects stormwater from west of State Route 35 and conveys the flow to the San Bruno Channel near Pine Street.

**Project Details**

Initial Funding Year	2014/15
Target Completion Year	2016/17
Expended as of June 30, 2016	\$120,039

