AGENDA
SAN BRUNO CITY COUNCIL
SPECIAL MEETING – CLOSED SESSION
September 11, 2018
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. All regular Council meetings are recorded and televised on CATV Channel 1 and replayed the following Thursday, at 2:00 pm. Recordings of the City Council meetings are available for listening at the City Clerk’s Office and video of the City Council meetings may be viewed at www.sanbruno.ca.gov. Audio CDs with recordings of City Council meetings may be purchased at the City Clerk’s office, or may be listened to at the San Bruno Library. 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 650-616-7061, or email your request to Melissa Thurman, City Clerk at mthurman@sanbruno.ca.gov.

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT ON ITEMS NOT ON AGENDA
   Individuals allowed three minutes, groups in attendance, five minutes. It is the Council’s policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendized pursuant to State Law.
4. CLOSED SESSION:
   Conference with Legal Counsel—Existing Litigation pursuant to Government Code section 54956.9(d)(1): One case ADJ 9072642
5. ADJOURNMENT:
   The next Regular City Council Meeting will be held on September 11, 2018 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Posted Pursuant to Law 09/07/18
AGENDA
SAN BRUNO CITY COUNCIL
September 11, 2018
7:00 p.m.
Meeting Location: San Bruno Senior Center, 1555 Crystal Springs Road, San Bruno, CA

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Thanks to the San Bruno Garden Club for providing the floral arrangement.

1. CALL TO ORDER

2. ROLL CALL/PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENTS:
   a. Proclamation honoring National Preparedness Month.
   b. Receive Presentation from the 2018 San Bruno Sister City Exchange Delegation on their Visit to Narita, Japan in July 2018.

4. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:
   Individuals allowed three minutes, groups in attendance, five minutes. It is the Council’s policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendized pursuant to State Law.

5. 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.
   b. **Accept** Accounts Payable of August 27 and September 4, 2018.
   c. **Accept** Payroll of August 10 and August 24, 2018.
   d. **Accept** Draft Meeting Minutes for the Special and Regular Meeting of August 28, 2018.
   e. **Adopt** Resolution Accepting the Mills Park Neighborhood Street Light Conversion Project as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder’s Office, and Authorizing Release of the Construction Contract Retention in the Amount of $29,924.
f. **Adopt** Resolution Accepting the Bus Route Pedestrian Improvement Project as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder’s Office, and Authorizing Release of the Construction Contract Retention in the Amount of $3,693.

g. **Adopt** Resolution Authorizing the Bay Area Water Supply and Conservation Agency to Negotiate with the City and County of San Francisco to Amend the Water Supply Agreement.

h. **Adopt** Resolution Authorizing the City Manager to Execute a Contract with Salas O'Brien for Standby Emergency Generator Design Services for Whitman and Princeton Pump Stations in an Amount Not to Exceed $69,935.

i. **Adopt** Resolution Accepting Public Improvements for the Medical/Office Development Project at 841 San Bruno Avenue.

j. **Adopt** Resolution Accepting the Belle Air Parking Lot Improvement Project as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder’s Office, and Authorizing Release of the Construction Contract Retention in the Amount of $7,618.

k. **Adopt** Resolution Accepting the Sidewalk Repair Contract as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder’s Office, and Authorizing Release of the Construction Contract Retention in the Amount of $20,969.

l. **Appoint** Councilmember O’Connell as the San Bruno Representative for the 2018 Annual Pipeline Safety Conference Being Held October 18-19, 2018 in New Orleans, LA.

6. **CONDUCT OF BUSINESS:**

a. **Adopt** Resolution Approving Parcel Map and Final Map and Authorizing the City Manager to Execute Improvement Agreements, Maintenance Agreements, Stormwater Treatment Measures Maintenance Agreements, Agreement for Dedication of Real Property for Park and Recreational Uses and Affordable Housing Agreement for the Skyline Residential Projects at 3300 College Drive.

b. **Adopt:**

- Resolution Authorizing the Purchase of 14 Vehicles in an Amount Not to Exceed $755,500;
- Re-Appropriate Available 2016-17 Budget from the General Equipment Revolving Fund in the Amount of $83,000;
- Re-Appropriate Available 2017-18 Budget from the General Equipment Revolving Fund in the Amount of $585,000; and
- Appropriate Available Funds in the General Equipment Revolving Fund in the Amount of $87,500 for the Cost Increase in the Revised Vehicle Purchase Price from the Budget.

7. **COMMENTS FROM COUNCIL MEMBERS**

8. **ADJOURNMENT:**

The next Regular City Council Meeting will be held on September 25, 2018 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

*Posted Pursuant to Law 09/07/18*
AGENDA
SAN BRUNO CITY COUNCIL
SPECIAL MEETING – STUDY SESSION
September 11, 2018
Immediately Following Regular Meeting
Meeting Location: San Bruno Senior Center, 1555 Crystal Springs Road, San Bruno, CA

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3. PUBLIC COMMENT ON ITEMS NOT ON AGENDA
Individuals allowed three minutes, groups in attendance, five minutes. It is the Council’s policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendized pursuant to State Law.

5. STUDY SESSION:

Receive City Council Subcommittee Report and Provide Direction Regarding Proposed City Council Policies Related to City Councilmember Communication and Other Activities.

6. ADJOURNMENT:

The next Regular City Council Meeting will be held on September 25, 2018 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Posted Pursuant to Law 09/07/18
# CITY OF SAN BRUNO
**Portfolio Summary**
**July 31, 2018**

<table>
<thead>
<tr>
<th>Investments</th>
<th>Coupon Rate</th>
<th>CUSIP</th>
<th>Book Value</th>
<th>Market Value</th>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>% of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pooled Investments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Agency Investment Fund</td>
<td>1.15%</td>
<td>3133EFD95</td>
<td>2,000,000.00</td>
<td>1,993,660.00</td>
<td>1.15%</td>
<td>November 23, 2018</td>
<td>3%</td>
</tr>
<tr>
<td>Glenview Fire Local Agency Fund</td>
<td>1.30%</td>
<td>3133EG5Q4</td>
<td>1,000,000.00</td>
<td>995,100.00</td>
<td>1.31%</td>
<td>February 1, 2019</td>
<td>1%</td>
</tr>
<tr>
<td>San Mateo County Pool</td>
<td>2.13%</td>
<td>3130ADUL4</td>
<td>2,000,000.00</td>
<td>1,997,860.00</td>
<td>2.13%</td>
<td>March 19, 2019</td>
<td>1%</td>
</tr>
<tr>
<td><strong>Government Agency Investments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Farm Credit Banks</td>
<td>1.15%</td>
<td>3133EFD95</td>
<td>2,000,000.00</td>
<td>1,993,660.00</td>
<td>1.15%</td>
<td>November 23, 2018</td>
<td>3%</td>
</tr>
<tr>
<td>Federal Farm Credit Bank</td>
<td>1.30%</td>
<td>3133EG5Q4</td>
<td>1,000,000.00</td>
<td>995,100.00</td>
<td>1.31%</td>
<td>February 1, 2019</td>
<td>1%</td>
</tr>
<tr>
<td>Federal Home Loan Banks</td>
<td>2.13%</td>
<td>3130ADUL4</td>
<td>2,000,000.00</td>
<td>1,997,860.00</td>
<td>2.13%</td>
<td>March 19, 2019</td>
<td>1%</td>
</tr>
<tr>
<td>Federal Home Loan Banks</td>
<td>2.13%</td>
<td>3130ADUL4</td>
<td>2,000,000.00</td>
<td>1,997,860.00</td>
<td>2.13%</td>
<td>March 19, 2019</td>
<td>3%</td>
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<tr>
<td>Federal Farm Credit Banks</td>
<td>1.19%</td>
<td>3133EF4C8</td>
<td>2,000,000.00</td>
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<td>1.20%</td>
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<td>1.13%</td>
<td>3133EG5D8</td>
<td>2,000,000.00</td>
<td>1,969,220.00</td>
<td>1.15%</td>
<td>August 23, 2019</td>
<td>3%</td>
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<td>Federal Home Loan Mortgage Corp</td>
<td>0.75%</td>
<td>3134GAWK6</td>
<td>2,000,000.00</td>
<td>1,985,540.00</td>
<td>1.26%</td>
<td>November 22, 2019</td>
<td>1%</td>
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<tr>
<td>Federal Farm Credit Bank</td>
<td>1.70%</td>
<td>3133EG2M6</td>
<td>1,000,000.00</td>
<td>984,830.00</td>
<td>1.73%</td>
<td>December 19, 2019</td>
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<td>2.55%</td>
<td>3133EJNW5</td>
<td>2,002,520.00</td>
<td>1,995,700.00</td>
<td>2.55%</td>
<td>May 15, 2020</td>
<td>3%</td>
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<td>Federal Home Loan Banks</td>
<td>3.38%</td>
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<td>2,035,100.00</td>
<td>2,024,320.00</td>
<td>3.33%</td>
<td>June 12, 2020</td>
<td>3%</td>
</tr>
<tr>
<td>Federal Farm Credit Bank</td>
<td>1.68%</td>
<td>3133EIIWQ2</td>
<td>2,000,000.00</td>
<td>1,956,600.00</td>
<td>1.72%</td>
<td>September 1, 2020</td>
<td>3%</td>
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<tr>
<td>Federal Home Loan Mortgage Corp</td>
<td>1.77%</td>
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<td>1,000,000.00</td>
<td>978,310.00</td>
<td>1.81%</td>
<td>October 30, 2020</td>
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<td>Federal Home Loan Mortgage Corp</td>
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<td>3134GBWD0</td>
<td>1,000,000.00</td>
<td>985,200.00</td>
<td>0.00%</td>
<td>January 20, 2021</td>
<td>3%</td>
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<td>Federal Home Loan Mortgage Corp</td>
<td>1.80%</td>
<td>3134GBYF3</td>
<td>1,000,000.00</td>
<td>975,750.00</td>
<td>1.84%</td>
<td>January 27, 2021</td>
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<td>Federal Home Loan Banks</td>
<td>2.23%</td>
<td>3130AD2Q4</td>
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<td>1,955,120.00</td>
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<td>December 21, 2021</td>
<td>3%</td>
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<td><strong>Total Government Agency Investments</strong></td>
<td></td>
<td></td>
<td>25,037,620.00</td>
<td>24,759,920.00</td>
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<td></td>
<td>35%</td>
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<td><strong>Municipal Bond Investments</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>State of California Taxable Bond</td>
<td>2.25%</td>
<td>12065JCKL3</td>
<td>2,015,100.00</td>
<td>1,995,340.00</td>
<td>2.26%</td>
<td>May 1, 2019</td>
<td>3%</td>
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<tr>
<td><strong>Total Municipal Bond Investments</strong></td>
<td></td>
<td></td>
<td>2,015,100.00</td>
<td>1,995,340.00</td>
<td></td>
<td></td>
<td>3%</td>
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<tr>
<td><strong>Money Market Investments</strong></td>
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<td></td>
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<td></td>
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<td>U.S. Government Money Market</td>
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<td>26206630S</td>
<td>176,616.05</td>
<td>176,616.05</td>
<td>1.56%</td>
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<tr>
<td><strong>Total Money Market Investments</strong></td>
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<td></td>
<td>176,616.05</td>
<td>176,616.05</td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total Investments in Union Bank</strong></td>
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<td></td>
<td>27,229,336.05</td>
<td>Union Bank Avg Yld</td>
<td>1.70%</td>
<td>Union Bank %</td>
<td>38%</td>
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<td><strong>TOTAL INVESTMENTS</strong></td>
<td></td>
<td></td>
<td>$71,755,210.90</td>
<td>Average Yld</td>
<td>1.74%</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

All securities held by the City of San Bruno as of July 31, 2018 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.

Prepared By: [Signature]
Reviewed By: [Signature]

City of San Bruno
567 El Camino Real
San Bruno, CA 94066
# Cash and Investments Report

City of San Bruno  
Through July 2018

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Cash</th>
<th>Investments</th>
<th>Fund Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>GENERAL FUND</td>
<td>1,137,273.35</td>
<td>54,425.72</td>
<td>1,191,699.07</td>
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<tr>
<td>002</td>
<td>GENERAL FUND RESERVE</td>
<td>10,944,925.31</td>
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<td>10,944,925.31</td>
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<tr>
<td>003</td>
<td>ONE-TIME REVENUE</td>
<td>594,190.64</td>
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<td>594,190.64</td>
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<tr>
<td>004</td>
<td>CAP IMPROV/ONE-TIME INITIATIVE RSRV</td>
<td>6,581,139.78</td>
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<td>6,581,139.78</td>
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<tr>
<td>101</td>
<td>GAS TAX</td>
<td>103,167.23</td>
<td>0.00</td>
<td>103,167.23</td>
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<tr>
<td>102</td>
<td>MEASURE A TRANSPORTATION TAX</td>
<td>580,114.93</td>
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<tr>
<td>103</td>
<td>STREET SPECIAL REVENUE</td>
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<td>318,495.09</td>
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<td>104</td>
<td>TRAFFIC CONGESTION RELIEF</td>
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<td>111</td>
<td>POLICE ASSET FORFEITURE</td>
<td>842,732.72</td>
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<td>842,732.72</td>
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<td>113</td>
<td>POLICE SPECIAL REVENUE</td>
<td>112,243.82</td>
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<tr>
<td>121</td>
<td>FEDERAL/STATE GRANTS</td>
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<td>(14,069.41)</td>
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<tr>
<td>122</td>
<td>SOLID WASTE/RECYCL</td>
<td>326,154.00</td>
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<td>326,154.00</td>
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<td>123</td>
<td>LIBRARY SPECIAL REVENUE</td>
<td>85,500.93</td>
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<td>131</td>
<td>IN-LIUE FEES</td>
<td>3,512,639.27</td>
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<td>132</td>
<td>AGENCY ON AGING</td>
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<td>133</td>
<td>RESTRICTED REVENUES</td>
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<td>135</td>
<td>GLENVIEW FIRE DONATIONS</td>
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<td>136</td>
<td>EMERGENCY DISASTER RESERVE</td>
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<td>140</td>
<td>DEVELOPER IN-LIUE UNDERGROUNDING</td>
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<td>151</td>
<td>SUCCESSOR AGENCY TO THE SB RDA - OPS</td>
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<tr>
<td>152</td>
<td>CITY OF SB AS SUCCESSOR HOUSING AGENCY</td>
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<td>153</td>
<td>RDA OBLIGATION RETIREMENT FUND</td>
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<td>807,939.97</td>
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<td>190</td>
<td>DISASTER RECOVERY FUND</td>
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<td>469.99</td>
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<tr>
<td>201</td>
<td>PARKS AND FACILITIES CAPITAL</td>
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<tr>
<td>203</td>
<td>STREET IMPROVE. PROJECTS</td>
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<td>6,717,717.80</td>
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<tr>
<td>207</td>
<td>TECHNOLOGY CAPITAL</td>
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<td>139,240.35</td>
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<td>251</td>
<td>SUCCESSOR AGENCY TO THE SB RDA - CAPIT</td>
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</tr>
<tr>
<td>302</td>
<td>LEASE DEBT SERVICE</td>
<td>133,357.22</td>
<td>636.62</td>
<td>133,993.84</td>
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<td>351</td>
<td>SUCCESSOR AGENCY TO THE SB RDA - 2000 CI</td>
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<td>0.00</td>
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</tr>
<tr>
<td>611</td>
<td>WATER FUND</td>
<td>18,690,574.27</td>
<td>340,737.70</td>
<td>19,031,311.97</td>
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<td>621</td>
<td>STORMWATER FUND</td>
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<td>WASTEWATER FUND</td>
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<td>696,212.64</td>
<td>16,096,810.72</td>
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<tr>
<td>641</td>
<td>CABLE TV FUND</td>
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<td>(11,894,257.54)</td>
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<td>701</td>
<td>CENTRAL GARAGE</td>
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<td>702</td>
<td>FACILITY MAINT. FUND</td>
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<td>703</td>
<td>GENERAL EQUIPMENT REVOLVING</td>
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<tr>
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Grand Total:  
74,694,065.99  
1,991,071.15  
76,685,137.14

*Reconciliation of Pooled Cash & Investments to Portfolio Book Value*

- Investment Portfolio Value: 71,755,210.90
- Cash on hand - Checking Account: 4,928,607.46
- Payroll and Accounts Payable Outstanding Checks: (3,719,077.24)
- Deposits in Transit: 1,729,324.87
- General Ledger Cash Balance as of July 31, 2018: 74,694,065.99

Totals are through period: 1
08/27/18

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

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TOTAL FOR APPROVAL $924,944.07

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 176844 THROUGH 177005 INCLUSIVE, TOTALING IN THE AMOUNT OF $924,944.07 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 8/28/18 DATE
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GrandTotal: 924,944.07  
Total count: 162
CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

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TOTAL FOR APPROVAL  $333,816.33

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 2 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 177006 THROUGH 177086 INCLUSIVE, TOTALING IN THE AMOUNT OF $333,816.33 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 9/5/18
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GrandTotal: 333,816.33
Total count: 81
DATE: September 11, 2018

TO: Honorable Mayor and Members of the City Council

FROM: Jovan D. Grogan, City Manager

PREPARED BY: Darlene Wong, Accounting Manager

SUBJECT: Payroll Acceptance

City Council acceptance of the City payroll distributed August 10, 2018 and August 24, 2018 is recommended. The Labor Summary report reflecting the total payroll amount of $1,518,144.17 and $1,610,824.76 for bi-weekly pay period ending August 5, 2018 and August 19, 2018, respectively is attached.
LABOR SUMMARY FOR PAY PERIOD ENDING: August 19, 2018

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<thead>
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<th>pyLaborDist</th>
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<td>Fund: 201 - PARKS AND FACILITIES CAPITAL</td>
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<td><strong>Total</strong></td>
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“The City with a Heart”

Rico E. Medina, Mayor
Laura Davis, Vice Mayor
Marty Medina, Councilmember
Irene O’Connell, Councilmember
Michael Salazar, Councilmember

MINUTES
SAN BRUNO CITY COUNCIL – SPECIAL MEETING
August 28, 2018
6:00 p.m.

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

1. CALL TO ORDER: Mayor Medina called the meeting to order at 6:00 p.m.

2. ROLL CALL: All Council Members were present.

3. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:
   There were no speakers during Public Comment.

4. CONDUCT OF BUSINESS:

   a. Appeal by Amir Mogannam of Planning Commission Decision Upholding Notice of Public Nuisance and Intent to Abate dated May 9, 2018 at 3392 Fleetwood Dr.

      Schedule for item presentations:
      1. Staff Report Presentation – 10 minutes
         a. Staff will provide an oral report that refers to the written staff report and exhibits
      2. Questions from the Council to Staff
      3. Appellant's Oral Presentation – 10 minutes
         a. Appellant may provide documentary evidence for the City Council’s review, and may ask witnesses to provide oral testimony as part of the 10 minute presentation.
      4. Questions from the Council to the Appellant
      5. Mayor asks for any Public Comment on the item
         a. Comments are limited to 3 minutes per speaker, unless the Mayor determines otherwise based on the number of speakers
      6. Staff response, if any, to Appellant’s presentation – 5 minutes
      7. Councilmember Deliberation
      8. City Council makes a motion to grant the appeal, deny the appeal, or take some other action; a second is required; roll call vote
Lance Bayer, Special Counsel to the City of San Bruno City Attorney’s Office, presented the Staff Report.

There were no questions from Council to staff.

Amir Mogannam, Appellant addressed the City Council and offered to display photographs of his residence.

Marc Zafferano, City Attorney, suggested a recess so Mr. Mogannam may display photographs he emailed to the City Council during the hearing.

Mayor Medina called a ten-minute recess to allow Council and staff time to review the photographs.

Recess was called at 6:14 p.m.

Mayor Medina called the meeting back to order at 6:35 p.m.

Amir Mogannam continued addressing the City Council regarding the photos of his residence he had emailed during the meeting.

Lance Bayer said that a Police Officer drove by the residence after the photos were sent and confirmed the property matches the description in the photos, but that the Police Officer was still at the scene making an inspection. Mr. Bayer said staff’s recommendation is to uphold the Planning Commission action and deny the appeal.

Marty Medina, Council Member asked where the items that had been on the property had gone.

Amir Mogannam said he donated a majority of the items and the rest is scheduled for garbage pickup.

Jovan Grogan, City Manager, said that after the photos from Mr. Mogannam were emailed to the City Council, the Police Officer visiting the residence took further photos showing that some of the debris had been piled alongside the house and were not included in Mr. Mogannam’s photos. Mr. Grogan said staff recommended the City Council uphold the Planning Commission’s decision and deny the appeal.

The following members of the public spoke during this item:

- Frank Risso – said he is a neighbor of Mr. Mogannam and he agreed with staff’s recommendation to uphold the Planning Commission’s decision and deny the appeal.
- Byron Gong – said he is a neighbor of Mr. Mogannam and he agreed with staff’s recommendation to uphold the Planning Commission’s decision and deny the appeal.
- Caroline Johnston – said her relative is a neighbor of Mr. Mogannam and she agreed with staff’s recommendation to uphold the Planning Commission’s decision and deny the appeal.
Mayor Medina said that after reviewing all of the photos provided during the meeting he would support staff’s recommendation.

Laura Davis, Vice Mayor said that she agreed with the Mayor’s comments.

Irene O’Connell, Council Member said she also agrees with the Mayor’s comments and asked if staff would track if Mr. Mogannam’s property was in compliance or not before the abatement occurred.

Marty Medina, Council Member addressed Mr. Mogannam and said that he would like for Mr. Mogannam to spend the next 30 days before the abatement occurs bringing his property into compliance.

Michael Salazar, Council Member thanked Mr. Mogannam for making an effort in bringing his property into compliance and said he would like Mr. Mogannam to continue keeping his home in compliance with the Code.

M/S O’Connell/Davis to uphold the Planning Commission’s decision and deny the appeal. Motion carried unanimously by voice vote.

5. ADJOURNMENT: The meeting adjourned at 7:02 p.m.

The next regular City Council Meeting will be held on August 28, 2018 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Minutes were prepared by Melissa Thurman, City Clerk and are respectfully submitted for approval at the City Council Meeting of September 11, 2018.

Melissa Thurman, CMC
City Clerk

Posted Pursuant to Law 08/23/18
MINUTES
SAN BRUNO CITY COUNCIL
August 28, 2018
7:00 p.m.

Meeting Location: San Bruno Senior Center, 1555 Crystal Springs Road, San Bruno, CA
Thanks to the San Bruno Garden Club for providing the floral arrangement.

1. CALL TO ORDER: The meeting was called to order at 7:10 p.m.

2. ROLL CALL/PLEDGE OF ALLEGIANCE: All Council Members were present.

3. ANNOUNCEMENTS:

   Mayor Medina and the City Council welcomed Jovan Grogan, City Manager to his first City Council meeting. Jovan Grogan thanked the City Council for his reception to the City of San Bruno and introduced two new Department Heads, Keith DeMartini, Finance Director and Sandeep Krishnamurthy, San Bruno Cable TV Director.

   a. Upcoming Expiration of Terms on various Commissions, Boards and Committees—Applications may be found on the City website at www.sanbruno.ca.gov, or at the City Clerk’s Office.

      Melissa Thurman, City Clerk announced a recruitment for interested applicants to serve on various Commissions, Boards and Committees that have expiring or vacant seats. Applications are due to the City Clerk’s office by Friday, September 14, 2018 and are available on the city website, at City Hall, the Library and the Senior Center.

   b. San Mateo County Disaster Preparedness Day – September 22, 2018 from 10:00 a.m. - 4:00 p.m. at the San Mateo County Event Center

      Dave Cresta, Fire Chief welcomed the City Council and members of the public to the San Mateo County Disaster Preparedness Day.

4. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:

   The following members of the public spoke during Public Comment:

   • Tom Skinner – Welcomed the Council and members of the community to a pop-up event called “Preventing Housing Discrimination” on September 27, 2018 from 6:30 to 7:45 p.m.

   • Tim O’Brien – Said the area around Sylvan and Huntington to San Felipe looks neglected. Mr. O’Brien also requested that the City try to keep the trees at Florida Park.
5. **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.

b. **Accept** Accounts Payable of July 23, July 30, August 6, August 13 and August 20, 2018.
d. **Accept** Draft Meeting Minutes for the Regular Meeting of July 24, 2018.
e. **Adopt** Resolution Rescinding Resolution No. 1986-34 and Appointing Directors to PLAN JPA on Behalf of the City of San Bruno.
f. **Approve** City of San Bruno Response Letter to the San Mateo County Civil Grand Jury Report “Law Enforcement Officers + Narcan = Lives Saved from Opioid Overdoses”.
g. **Adopt** Resolution Authorizing the City Manager to Execute a Contract with Bellecci and Associates for Design of the Transit Corridor Pedestrian Connection Improvements Project Along San Bruno Avenue from Green Avenue to Mills Avenue in an Amount Not to Exceed $127,989.

M/S O’Connell/Davis to approve the Consent Calendar. **Motion carried unanimously by voice vote.**

6. **CONDUCT OF BUSINESS:**

a. **Approve** Design and Adopt Resolution:
   - Authorizing the City Manager to Execute a Construction Contract with G. Bortolotto & Company, Inc for the 2018 Street Rehabilitation Project in the Amount of $3,564,770 and Approving a Construction Contingency of $550,000;
   - Authorizing the City Manager to Execute a Contract for Material Testing and Inspection Services with Pavement Engineering, Inc. in an Amount Not To Exceed $145,715; and
   - Approving a Total Project Budget in the Amount of $4,694,600

Jimmy Tan, **Public Works Director** presented the staff report.

There were no public speakers for this item.

M/S O’Connell/Davis to Approve the Design and Adopt the Resolution with the added recommendations detailed above. **Motion carried unanimously by roll call vote.**

b. **Approve** Design and Adopt Resolution:
   - Authorizing the City Manager to Execute a Construction Contract with Redgwick Construction for the San Bruno Avenue Street Medians Improvements Project in the Amount of $849,878 and Approving a Construction Contingency of $127,482;
   - Authorizing the City Manager to Execute a Contract for Construction Management and Inspection Services with Park Engineering, Inc. in an Amount Not To Exceed $86,721;
   - Approving a Total Budget in the Amount of $1,248,027; and
   - Appropriating $98,027 from the Measure A Fund

Jimmy Tan, **Public Works Director** presented the staff report.

There were no public speakers for this item.
7. COMMENTS FROM COUNCIL MEMBERS:

- **Irene O’Connell, Council Member** invited residents to California Coastal Cleanup Day at Posey Park on Saturday, at 10:00 a.m.

- **Marty Medina, Council Member** welcomed Jovan Grogan, City Manager to the City of San Bruno, as well as Keith DeMartini and Sandeep Krishnamurthy and upcoming Community Services Director Joanne Magrini. He thanked former Community Services Director David Woltering and Senior Planner Mark Sullivan and wished them well in their retirements. Mr. Medina made the following announcements and requests:
  - Revisit Council Strategic Goal Setting and Priority Planning
  - Downtown needs for business development
  - San Bruno Cable revenue future
  - Recommendation of formation of two Council sub-committees: Downtown Subcommittee and a Development Subcommittee
  - Study Session regarding Transit Corridor Plan
  - August 29, 2018 Measure X Supporters Meeting at the San Bruno Senior Center at 6:30 p.m.

- **Michael Salazar, Council Member** welcomed the new staff and suggested examining priorities and norms for the City Manager, City Attorney and City Clerk positions.

- **Laura Davis, Vice Mayor** agreed with Council Members Medina and Salazar for study sessions on priorities and norms for the City Council, the City Manager, City Attorney and City Clerk positions. Ms. Davis also said she would like to discuss who communication between the City Council, staff and members of the public.

8. ADJOURNMENT: The meeting adjourned at 7:57 p.m.

The next Regular City Council Meeting will be held on September 11, 2018 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Minutes were prepared by Melissa Thurman, City Clerk and are respectfully submitted for approval at the City Council Meeting of September 11, 2018.

________________________________________
Melissa Thurman, CMC  
City Clerk  

**Posted Pursuant to Law 08/23/18**
DATE: September 11, 2018
TO: Honorable Mayor and Members of the City Council
FROM: Jovan D. Grogan, City Manager
PREPARED BY: Jimmy Tan, Public Works Director/City Engineer
SUBJECT: Adopt Resolution Accepting the Mills Park Neighborhood Street Light Conversion Project as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder’s Office, and Authorizing Release of the Construction Contract Retention in the Amount of $29,924

BACKGROUND:
In early September 2016, the Mills Park neighborhood experienced a streetlight outage that affected 50 streetlights on the following streets: Magnolia Avenue, Cypress Avenue, Olive Court, Kains Avenue, Sycamore Avenue, Chestnut Avenue, Williams Avenue, Park Avenue, Hazel Avenue, Cedar Avenue, Pepper Drive, Hawthorne Avenue, and Redwood Avenue. The lights were on a Regulated Output (RO) circuit that was powered by a transformer, which sent a higher voltage to all the streetlights within the circuit. A failure in the power source or the electrical wires can cause an entire string of lights to malfunction, similar to holiday lights.

Initial investigation of the streetlight failure identified that underground wires in one section of the outage area included electrical wires for 24 streetlights which were not properly installed within conduits. Based on additional investigation, staff determined that converting these streetlights to a more reliable parallel streetlight circuit would greatly reduce the possibility of future system failures and eliminate safety issues associated with direct buried high voltage electrical wires in the neighborhood.

In January 2017, the City Council awarded a contract to Zeiger Engineers, Inc. in the amount of $43,934 to complete design for the Mills Park Neighborhood Street Light Conversion Project. The design work was completed and advertised in June, 2017. On September 26, 2017, the City Council approved a construction budget in the amount of $885,558 for the Mills Park Neighborhood Streetlight Conversion Project which included $697,300 for the award of the construction contract to St. Francis Electric, $104,595 for construction contingencies, $13,933 for PG&E Service Point Installations, and $69,730 for staff management and inspections.

DISCUSSION:
In March 2018, St. Francis Electric substantially completed construction of the project that replaced 11 aluminum pole foundations, rewired 13 existing streetlight poles, installed
underground 2" conduits by horizontal boring, pull boxes, electrical wires, connected the new circuit to three PG&E point of connections, and replaced existing sidewalks at various locations. A total of 10 sewer laterals were damaged by construction activity and repaired by St. Francis Electric, which caused a delay in accepting the work.

A total of one change order was issued to adjust the bid quantities to match actual completed quantities and resulted in a credit in the amount of $98,809.50 to the City and a final contract amount of $598,490.50.

All construction work as part of this contract has been completed to the satisfaction of the City’s project management team. There are no unresolved stop notices or outstanding construction claims for this project. The construction contract requires a 5% retention which totals $29,924, be withheld by the City. Staff recommends that the City Council accept the project as complete, authorize filing Notice of Completion with the San Mateo County Recorder’s Office, and approve the release of the contract retention.

FISCAL IMPACT:

The total approved project budget which included design, construction, and staff management is $929,492 from the General Fund Capital Reserve Fund. As summarized below, the total expenditure for the project is approximately $718,208.

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<th>Expenditure</th>
<th>Amount</th>
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<td>Staff Design Management</td>
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<td>PG&amp;E Service Point Installation</td>
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<tr>
<td>Final Construction Contract</td>
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<tr>
<td>Staff Construction Management &amp; Inspections</td>
<td>$59,336</td>
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<td>Advertisement</td>
<td>$877</td>
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<tr>
<td>Project Total</td>
<td>$718,208</td>
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The remaining budget of approximately $211,284 will be returned to the General Fund Capital Reserve Fund.

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 Mills Park Neighborhood Street Light Conversion Project as complete, authorizing the filing of Notice of Completion with the San Mateo County Recorder’s Office, and authorizing release of the construction contract retention in the amount of $29,924.
DISTRIBUTION:

None

ATTACHMENTS:

1. Resolution
2. Project Acceptance Information Form

DATE PREPARED:

August 2, 2018
RESOLUTION NO. 2018 - ___

RESOLUTION ACCEPTING THE MILLS PARK NEIGHBORHOOD STREET LIGHT CONVERSION PROJECT AS COMPLETE, AUTHORIZING THE FILING OF NOTICE OF COMPLETION WITH THE SAN MATEO COUNTY RECORDER'S OFFICE, AND AUTHORIZING RELEASE OF THE CONSTRUCTION CONTRACT RETENTION IN THE AMOUNT OF $29,924

WHEREAS, in January, 2017, the City Council awarded a design contract in the amount of $43,934 to Zeigar Engineers, Inc. for the design of the Mills Park Neighborhood Street Light Conversion Project and appropriated $43,934 from the General Fund Capital Reserve Fund for the contract; and

WHEREAS, on September 26, 2017, the City Council approved a construction budget in the amount of $885,558 from the General Fund Capital Reserve Fund for the Mills Park Neighborhood Streetlight Conversion Project which included $697,300 for the construction contract to St. Francis Electric, $104,595 for construction contingencies, $13,933 for PG&E Service Point Installations, and $69,730 for staff management and inspections; and

WHEREAS, one Contract Change Order was issued to St. Francis Electric to adjust the bid quantities to match actual completed quantities with a credit in the amount of $98,809.50 to the City and a final total contract amount of $598,490.50; 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 total expenditure for the project is approximately $718,208 and a remaining budget of approximately $211,284 will be returned to the General Fund Capital Reserve Fund; 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 $29,924 upon the acceptance of the project as complete.

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the Mills Park Neighborhood Street Light Conversion Project as complete, authorizes the filing of Notice of Completion with the San Mateo County Recorder's Office, and authorizes release of the construction contract retention in the amount of $29,924.

Dated: September 11, 2018

ATTEST:

______________________________
Melissa Thurman, City Clerk
I, Melissa Thurman, 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 11th day of September, 2018 by the following vote:

AYES: Councilmembers: ________________________________

NOES: Councilmembers: ________________________________

ABSENT: Councilmembers: ________________________________
## Capital Improvement Program

### Project Acceptance Information Form

**As of August 3, 2018**

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<td>Zeiger Engineers, Inc.</td>
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<table>
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<tr>
<th>Construction Contractor</th>
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<tr>
<td>St. Francis Electric, LLC</td>
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### Project Information:

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<tr>
<th>Project Description</th>
<th>Work for the Mills Park Neighborhood Street Light Conversion Project consisted of replacing 11 aluminum pole foundations, rewiring 13 existing streetlight poles, installing underground 2&quot; conduits by horizontal boring, pull boxes, electrical wires, connecting the new circuit to three PG&amp;E point of connections, and replacing existing sidewalks at various locations.</th>
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<tr>
<td>Final Completion</td>
<td>July 10, 2018</td>
</tr>
<tr>
<td>Notice of Completion</td>
<td>Scheduled for filing on September 12, 2018.</td>
</tr>
</tbody>
</table>
**Project Costs:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL PROJECT</strong></td>
<td>$929,492</td>
<td>$718,208</td>
</tr>
<tr>
<td>Design Consultant Contract (Zieger Engineering)</td>
<td>$43,934</td>
<td>$31,478</td>
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<tr>
<td>Staff Management (Design)</td>
<td>-</td>
<td>$14,093</td>
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<tr>
<td>Construction Contract (St. Francis Electrical)</td>
<td>$697,300</td>
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<td>Contingency</td>
<td>$104,595</td>
<td>-</td>
</tr>
<tr>
<td>Change Orders (One) Credit to City</td>
<td>-</td>
<td>$(98,810)</td>
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<tr>
<td>PG&amp;E Service Point Installations</td>
<td>$13,933</td>
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<tr>
<td>Staff Management and Inspections (Construction)</td>
<td>$69,730</td>
<td>$59,336</td>
</tr>
<tr>
<td>Reproduction &amp; Advertisement</td>
<td>-</td>
<td>$877</td>
</tr>
</tbody>
</table>
DATE: September 11, 2018
TO: Honorable Mayor and Members of the City Council
FROM: Jovan D. Grogan, City Manager
PREPARED BY: Jimmy Tan, Public Works Director/City Engineer
SUBJECT: Adopt Resolution Accepting the Bus Route Pedestrian Improvement Project as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder’s Office, and Authorizing Release of the Construction Contract Retention in the Amount of $3,693

BACKGROUND:

The City has adopted a Complete Streets Policy that encourages enhancing the existing public transit system to improve the general quality of life for residents. Local bus service is provided through the San Mateo County Transit District (SamTrans) which runs nine separate routes that provide service to and from the City. During FY 2009-10, the City applied for a Lifeline Transportation Program grant from the Metropolitan Transportation Commission (MTC). In 2010, the City was awarded approximately $450,000 for three separate projects under this grant which required a local match of 20%. The awarded projects were as follows:

- Purchase of replacement shuttle bus for the San Bruno Senior Center. The shuttle was purchased in 2012 for the approximate amount of $128,000.
- Modification of parking lot in the vicinity of Belle Air Elementary School. The project was advertised for construction on December 29, 2017 and achieved substantial completion on July 16, 2018 with an approximate construction cost of $152,000.
- Replacement of sidewalk, curb ramps and new benches at various locations. The City was awarded $201,600 to perform these improvements and twenty two (22) curb ramps were installed along routes leading to bus stops in 2011 with an approximate construction cost of $51,000. The remaining funds were used for this Bus Route Pedestrian Improvement Project.

The purpose of the Bus Route Pedestrian Improvement Project was to replace damaged sidewalk and install accessible curb ramps along routes leading to bus stops in order to improve accessibility along those pedestrian paths. The project installed four (4) curb ramps and replaced 740 square feet of sidewalk as part of the project. In addition, the scope of work also included the installation of ten (10) new perforated metal benches in order to improve the physical environment at bus stops. Project improvements were installed at the locations listed below:
- 3rd Avenue between Pine Street and San Bruno Avenue
- Cherry Avenue between Sneath Lane and Commodore Drive
- Jenevein Avenue between Acacia Avenue and Elm Avenue
- Niles Avenue between Cherry Avenue and Maple Avenue
- San Bruno Avenue between 2nd Avenue and 3rd Avenue
- Sneath Lane between El Camino Real and Huntington Avenue
- Intersection of Euclid Avenue / Huntington Avenue

DISCUSSION:

On February 13, 2018, the City Council awarded a construction contract to Spoesto Engineering Inc. in the amount of $74,820 with a project contingency of $12,000. The project was scheduled to be completed within 30 days after notice to proceed. During the pre-construction meeting, the City was informed that the manufacturer of the bus benches required additional fabrication time which was not accounted for during bid advertisement. The contractor was provided 42 additional contract days due to the required lead time. Through good project planning and cooperation from all parties, the project achieved substantial completion within the extended time schedule on June 2018 without any major incidents.

Spoesto Engineering, Inc. has completed the project within the final approved budget. There are no unresolved stop notices, change orders or outstanding construction claims. The construction contract required a 5% retention, which totals $3,693 withheld by the City.

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 Bus Route Pedestrian Improvement Project is an established CIP project. The FY 2018-23 Capital Improvement Program budget for the project includes an allocation of $204,830 from the Lifeline Grant (Prop 1B) and Measure A to complete the design, bid and construction phases. City staff performed the design as well as construction management on this project. The remaining budget of $47,566 will be returned to Lifeline Grant (Prop 1B) and Measure A.

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011 Construction Contract</td>
<td>$ 51,457</td>
</tr>
<tr>
<td>2018 Construction Contract</td>
<td>$ 73,862</td>
</tr>
<tr>
<td>Reproduction and Advertisement</td>
<td>$ 1,364</td>
</tr>
<tr>
<td>City Staff – Design and Project Management</td>
<td>$ 30,581</td>
</tr>
<tr>
<td>Project Total</td>
<td>$ 157,264</td>
</tr>
</tbody>
</table>
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 Bus Route Pedestrian Improvement 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 $3,693.

DISTRIBUTION:

None

ATTACHMENTS:

1. Resolution
2. Project Acceptance Information Form
3. Construction Photos

DATE PREPARED:

August 8, 2018
RESOLUTION NO. 2018 - ___

RESOLUTION ACCEPTING THE BUS ROUTE PEDESTRIAN IMPROVEMENT 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 $3,693

WHEREAS, the City's Capital Improvement Program (CIP) includes the Bus Route Pedestrian Improvement Project to replace damaged sidewalk and install accessible curb ramps along routes leading to bus stops in order to improve accessibility along those pedestrian paths; and

WHEREAS, the project consists of the installation of accessible curb ramps, perforated metal benches and replacement of sidewalk; and

WHEREAS, on February 13, 2018, the City Council awarded the construction contract for the Bus Route Pedestrian Improvement Project to Sposeto Engineering, Inc. in the amount of $74,820 with a construction contingency of $12,000; and

WHEREAS, no contract change orders were issued with a final construction contract amount of $73,862; 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 project budget expenditure is approximately $157,264 and the remaining $47,566 will be returned to the Lifeline Grant (Prop 1B) and Measure A Funds; 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 $3,693 upon the acceptance of the project as complete.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the Bus Route Pedestrian Improvement 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 $3,693.

Dated: September 11, 2018

ATTEST:

______________________________
Melissa Thurman, City Clerk
I, Melissa Thurman, 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 11th day of September, 2018 by the following vote:

AYES: Councilmembers: _______________________________________

NOES: Councilmembers: _______________________________________

ABSENT: Councilmembers: _______________________________________

-000-
Capital Improvement Program

Project Acceptance Information Form

As of January 2, 2018

<table>
<thead>
<tr>
<th>Contract Name:</th>
<th>Bus Route Pedestrian Improvement Project</th>
<th>Contract No.:</th>
<th>83908</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contractor:</td>
<td>Sposeto Engineering, Inc.</td>
<td></td>
<td></td>
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<tr>
<td>Construction Inspection Services:</td>
<td>Performed by City Staff</td>
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</table>

Project Information:

<table>
<thead>
<tr>
<th>Project Description:</th>
<th>This project consisted of installing 4 accessible curb ramps, 10 perforated metal benches, replacement of sidewalk and incidental work such as curb and gutter.</th>
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<tbody>
<tr>
<td>Construction Contract Award:</td>
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<td>Start of Construction:</td>
<td>April 16, 2018</td>
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<td>Contract Change Orders (CCO):</td>
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<td>Substantial Completion:</td>
<td>June 6, 2018</td>
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<td>Final Completion:</td>
<td>June 8, 2018</td>
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<tr>
<td>Notice of Completion:</td>
<td>Scheduled for filing by September 14, 2018</td>
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<tr>
<td></td>
<td>Budget</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------</td>
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<td>TOTAL PROJECT</td>
<td>$204,830</td>
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<tr>
<td>Construction Contract (2011)</td>
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<tr>
<td>Construction Contract (2018)</td>
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<td>Contingency</td>
<td>$12,000</td>
</tr>
<tr>
<td>Change Orders</td>
<td>---</td>
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<tr>
<td>Reproduction &amp; Advertisement</td>
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<tr>
<td>City Staff – Design and Project Management</td>
<td>$63,147</td>
</tr>
</tbody>
</table>
Photo 1 – Bus Bench by Parkside Intermediate School

Attachment 3 – Construction Photos
DATE: September 11, 2018

TO: Honorable Mayor and Members of the City Council

FROM: Jovan D. Grogan, City Manager

PREPARED BY: Jimmy Tan, Public Works Director/City Engineer

SUBJECT: Adopt Resolution Authorizing the Bay Area Water Supply and Conservation Agency to Negotiate with the City and County of San Francisco to Amend the Water Supply Agreement

BACKGROUND:

The City of San Bruno purchases water from the San Francisco Regional Water System (RWS) and is one of the 26 members of the Bay Area Water Supply and Conservation Agency (BAWSCA). In 2006, the BAWSCA member agencies delegated authority to BAWSCA to negotiate the Water Supply Agreement (WSA) between San Francisco and the Wholesale Customers. The WSA was subsequently approved by the City of San Bruno on June 23, 2009. The following are some of the provisions that were included in the WSA.

1. Reconfirms the allocation of the collective 184 million gallons per day (MGD) Supply Assurance among the 26 wholesale customers.
2. Allows wholesale customers to transfer, on a permanent basis, portions of their individual supply guarantees among themselves.
3. Commits San Francisco to complete the Water System Improvement Program (WSIP) approved by the Commission by 2015.
4. Required San Francisco Public Utilities Commission (SFPUC) to keep the regional system in good working order and repair, consistent with prudent utility practice.
5. Commits SFPUC to continue its “water first” policy which is to operate the Hetch Hetchy reservoirs in a manner that gives higher priority to delivery of water to the Bay Area, and to environmental values, than to electric power generation.
6. Requires SFPUC to distribute water on an equitable basis after an earthquake or other natural disaster.

At this time, some sections of the WSA are necessary for amendment to address substantive and important issues that have arisen since the implementation of the Agreement and a resolution must be adopted to allow BAWSCA to negotiate on behalf of the City of San Bruno with the San Francisco Public Utility Commission (SFPUC).
DISCUSSION:

The requested resolution will allow BAWSCA to negotiate amendments related to discrete but important items which are of interest to BAWSCA member agencies which include the City of San Bruno and SFPUC.

The following four items are of interest to BAWSCA:

- BAWSCA's oversight role over the SFPUC 10-year Capital Improvement Program
- Procedure to divide available water between the SFPUC and its Wholesale Customers during droughts
- Extension of the deadline for a decision by San Francisco to make San Jose and Santa Clara permanent customers of the RWS and extend increased water supply to the other permanent Wholesale Customers, and
- Resolution of disputed SFPUC Regional Water System asset classifications.

In addition, the following items are of interest to SFPUC:

- Process for reviewing the Wholesale Capital Fund
- Wholesale debt-coverage ratio for the rate-setting process
- Extension of the WSIP completion date, and
- Description of the Regional Groundwater Storage and Recovery Project that is being built by San Francisco as part of the Water System Improvement Program.

BAWSCA conducted a meeting with City of San Bruno representatives on July 25, 2018 to discuss and obtain feedback on the proposed amendment items. BAWSCA has continued to serve as the representative for the City of San Bruno in discussions and negotiations with SFPUC for amendments related to the WSA. Staff believes BAWSCA staff and consultants have the necessary background and capabilities to represent the City of San Bruno in this matter.

FISCAL IMPACT:

The fiscal impact for the City of San Bruno is limited to minimal staff time to attend BAWSCA meetings to obtain updates on the negotiation progress with SFPUC.

ALTERNATIVES:

1. Do not authorize the resolutions to allow BAWSCA to negotiate WSA amendments on behalf of the City.

RECOMMENDATION:

Adopt Resolution Authorizing the Bay Area Water Supply and Conservation Agency to Negotiate with the City and County of San Francisco to Amend the Water Supply Agreement.
DISTRIBUTION:

None

ATTACHMENTS:

1. Resolution

DATE PREPARED:

August 15, 2018
RESOLUTION NO. 2018 - ___

RESOLUTION AUTHORIZING THE BAY AREA WATER SUPPLY AND CONSERVATION AGENCY TO NEGOTIATE WITH THE CITY AND COUNTY OF SAN FRANCISCO TO AMEND THE WATER SUPPLY AGREEMENT

WHEREAS, in April 2003, the City of San Bruno and other water suppliers in Alameda, San Mateo and Santa Clara counties established the Bay Area Water Supply and Conservation Agency (BAWSCA), as authorized by Water Code Section 81300 et seq. pursuant to State legislation enacted in 2002 (AB 2058); and

WHEREAS, the City is represented on the BAWSCA Board of Directors; and

WHEREAS, the City's City Council has previously approved the Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County (Agreement); and

WHEREAS, BAWSCA has proposed to serve as the representative of its members in discussions and negotiations with San Francisco leading toward the resolution of a number of discrete, but important amendments to address substantive issues that have arisen during implementation of the Agreement; and

WHEREAS, BAWSCA has the capabilities required to serve in this capacity by virtue of Agency staff and consultants in relevant disciplines including civil engineering, water supply planning, finance, economics, accounting, and law; and

WHEREAS, BAWSCA's CEO/General Manager has met with the City's representatives to update them on the matters at issue in this negotiation.
NOW THEREFORE BE IT RESOLVED:

1. The City appoints BAWSCA as its authorized representative in discussions and negotiations with San Francisco to amend the Agreement to address issues arising from implementation of the Agreement.

2. BAWSCA, through its CEO/General Manager, shall confer with and keep the City informed on the status of these discussions and negotiations.

3. This appointment shall continue unless and until revoked by the City Council.

4. This resolution confers no authority on BAWSCA to enter into a contract with San Francisco or to make any commitments legally binding on the City. The authority to enter into any contracts is expressly reserved to the City Council.

Date: September 11, 2018

ATTEST:

__________________________________________
City Clerk

-00c-

I, ____________________________, 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 11th day of September, 2018 by the following vote:

AYES: Councilmembers: ______________________________

NOES: Councilmembers: ______________________________

ABSENT: Councilmembers: ______________________________
DATE: September 11, 2018
TO: Honorable Mayor and Members of the City Council
FROM: Jovan D. Grogan, City Manager
PREPARED BY: Jimmy Tan, Public Works Director/City Engineer
SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Contract with Salas O'Brien for Standby Emergency Generator Design Services for Whitman and Princeton Pump Stations in an Amount Not to Exceed $69,935

BACKGROUND:

The City's Whitman Pump Station No. 3 and Princeton Pump Station No. 7 receives water from the Maple Avenue Pump Station and serves the majority of neighborhoods between Interstate I-280 and Highway 35 between Crystal Springs Road and Sneath Lane (See attached location map). Both the Whitman Pump Station and Princeton Pump Station are critical water facilities that need to be operational to provide water supply for potable use and fire flow during emergencies. Currently, both pump stations have no permanent emergency standby generators on site.

To maintain uninterrupted operation for the City's water distribution system when a power outage occurs, it is vital that standby generators be installed at the Whitman and Princeton Pump Stations. In addition to this project, the City is currently working on a Request for Proposal (RFP) to procure services of an engineering firm to evaluate the facility improvements and generator design at Sneath and Lake Pump Stations.

DISCUSSION:

The City issued a Request for Proposals (RFP) for electrical design services of the emergency standby generators at the Whitman and Princeton Pump Stations in May 2018. Staff received two proposals and conducted evaluation based on the project understanding and approach, qualifications and experience of the project team, and completion of similar projects for public agencies in the Bay Area.

The two proposals received, ranged from approximately $55,000 to $90,000 with Salas O'Brien's proposal at $89,885. Based on evaluation of the proposals and follow-up phone interviews, Salas O'Brien demonstrated a thorough understanding of generator design and provided references for previous similar projects. Salas O'Brien has extensive experience with generator upgrades and replacement projects over a 43 year period. The firm has completed generator design projects for the Santa Clara Valley Water District, Santa Clara Valley Health and Hospital System and Cupertino Union School District. The other
consultant, although at a lower cost, was not considered to be technically qualified for this project as their proposal was incomplete and the project team lacked the depth of experience in comparison to Salas O'Brien.

Subsequently, staff negotiated a project cost of $69,935 from the initial $89,885 fee with Salas O'Brien for the Whitman and Princeton generator design services. Staff is recommending Salas O'Brien to be awarded the design of the contract. The scope of services includes performing site reconnaissance of existing field conditions and electrical facilities at each pump station, conducting existing site survey of each site, analyzing electrical loads and sizing generator, preparing plans and specifications, and providing bid and construction support services.

Staff estimates that site investigation and plans/specification design will take four months to complete. The anticipated 100% design submittal will be completed by December 2018 for Spring 2019 construction.

**FISCAL IMPACT:**

The FY 2018-2023 CIP included appropriations in the amounts of $500,000 for the Whitman Pump Station and $400,000 for the Princeton Pump Station for a total of $900,000.

The estimated total design project cost for both pump stations is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design (Salas O'Brien)</td>
<td>$69,935</td>
</tr>
<tr>
<td>Staff Project Management</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$84,935</strong></td>
</tr>
</tbody>
</table>

The current budget of $900,000 in the FY 2018-2023 CIP funded by the Water Fund for both pump stations is sufficient to cover Salas O'Brien's design services and staff project management. Once the design is completed and an engineer's estimate is derived for the construction cost, staff will evaluate the project budget and request any appropriations needed during the award of the construction contract.

**ALTERNATIVES:**

1. Direct staff to issue a new request for proposals. This will delay the project and the City may not receive any proposals from qualified consultants.
2. Do not proceed with project.

**RECOMMENDATION:**

Adopt Resolution Authorizing the City Manager to Execute a Contract with Salas O'Brien for Standby Emergency Generator Design Services for Whitman and Princeton Pump Stations in an Amount Not to Exceed $69,935.

**ATTACHMENTS:**

1. Resolution
2. Zone 6 Location Map
3. CIP Budget Document

DISTRIBUTION:
None

DATE PREPARED:
August 20, 2018
RESOLUTION NO. 2018- ___

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SALAS O’BRIEN FOR STANDBY EMERGENCY GENERATOR DESIGN SERVICES FOR WHITMAN AND PRINCETON PUMP STATIONS IN AN AMOUNT NOT TO EXCEED $69,935

WHEREAS, the Whitman and Princeton Pump Stations receives water from the Maple Avenue Pump Station to serve most neighborhoods between Interstation I-280 and Highway 35 between Crystal Springs Road and Sneath Lane; and

WHEREAS, the Water System Master Plan prepared by West Yost Associates for the City of San Bruno in 2012 recommend installation of standby generators at the Whitman and Princeton Pump Station sites; and

WHEREAS, the City’s Capital Improvement Program (CIP) includes budget to install standby generators at the Whitman and Princeton Pump Stations; and

WHEREAS, the City received two proposals for the Request for Proposal and the staff evaluated proposals based on project understanding and approach, qualifications and experience, and completion of similar projects; and

WHEREAS, Staff has selected Salas O’Brien to provide the electrical design of the standby generators based on their qualified project team and experience in standby generator design with public agencies in the Northern California; and

WHEREAS, Salas O’Brien scope of services includes performing site reconnaissance of existing field conditions and electrical facilities at each pump station, conducting existing site survey of each site, analyzing electrical loads and sizing generator, preparing plans and specifications, and providing bid and construction support services; and

WHEREAS, the current FY2018-23 Adopted CIP budget for Whitman and Princeton Pump Station Generator is sufficient to fund design services; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute a contract with Salas O’Brien for Standby Emergency Generator Design Services for Whitman and Princeton Pump Stations in an amount not to exceed $69,935.

Dated: September 11, 2018

ATTEST:

__________________________________________
Melissa Thurman, City Clerk
I, Melissa Thurman, 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 11th day of September 2018 by the following vote:

<table>
<thead>
<tr>
<th>AYES:</th>
<th>Councilmembers:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOES:</td>
<td>Councilmembers</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Councilmembers:</td>
</tr>
</tbody>
</table>

-000-
### Water Pump Station Improvement and Replacement Program - Project Detail

**PROJECT #: 11004 | 11003 | 11012**

**DEPARTMENT: Public Works**

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<tr>
<th></th>
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<tr>
<td>Sneath Lane Pump Station</td>
<td>11004</td>
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<td>$198,765</td>
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<td>$ -</td>
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<tr>
<td>Lake Drive Pump Station</td>
<td>11003</td>
<td>$200,000</td>
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<tr>
<td>Whitman Pump Station Generator</td>
<td>11012</td>
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<td>Princeton Pump Station Generator</td>
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**FUNDING SOURCES**

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<td>Water Fund</td>
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<td>$400,000</td>
<td>$1,297,401</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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</tbody>
</table>
DATE: September 11, 2018
TO: Honorable Mayor and City Council
FROM: Jovan D. Grogan, City Manager
PREPARED BY: Jimmy Tan, Public Works Director/City Engineer
SUBJECT: Adopt Resolution Accepting Public Improvements for the Medical/Office Development Project at 841 San Bruno Avenue

BACKGROUND:

The Medical/Office Development Project at 841 San Bruno Avenue is under construction by Market Street Development, LLC, and upon completion will be a dialysis medical clinic. The project is located on the south side of San Bruno Avenue west of El Camino Real and encompasses an approximately 15,220 square-foot, two-story office building on an approximately 30,700 square foot (0.71 acre) property. There will be a total of 43 parking spaces, 32 surface spaces on the western portion of the site and 11 spaces in a subgrade parking garage. Although the building structure is still under construction, the public improvements have been completed to the satisfaction of the City Engineer and consist of new curb, gutter and sidewalk, driveway approaches, street resurfacing, traffic signing and striping, underground utilities systems and services to the project (domestic water, sanitary sewer and storm drain systems).

On January 12, 2016, the City Council adopted Resolution No. 111 approving the Architectural Review Permit for the project subject to various conditions of approval. The conditions of approval required the developer to prepare improvement plans approved by the City Engineer for the construction of various public improvements, memorialized in an Improvement Agreement to ensure the completion of construction.

DISCUSSION:

All necessary public improvements offsite of the development are shown on the improvement plans and specifications prepared by Genesis Engineering dated August 8, 2016. According to the Improvement Agreement, the developer has recently provided written notice to the City that all construction is now complete. Public Works engineering staff have inspected these improvements and determined that they have all been constructed according to the approved plans and specifications and the public improvements are ready for acceptance.

The following public improvements have been constructed as part of the Medical/Office Development Project: street and street light improvements, storm drain system, domestic
water system, sanitary sewer system and curb, gutter, sidewalk and driveway. The public improvements will be subject to a one-year warranty period after acceptance by the City.

The on-site private improvements are still under construction but are not subject to the requirements of the Improvement Agreement. However, they are subject to the requirements in the Maintenance Agreement and the Stormwater Treatment Measures Maintenance Agreement, previously executed and recorded against the property.

FISCAL IMPACT:

All of the public improvements associated with the Medical/Office Development were constructed and paid for by the developer. Once the City has accepted the public improvements, the City will assume responsibility for their operation and maintenance. Sewer, water and storm water fees and property taxes will be collected from present and future owners to cover the future cost for maintenance and operation of these public improvements.

ALTERNATIVES:

1. Do not accept the public improvements and provide direction on next steps, with consideration that the Improvement Agreement states the City will accept the public improvements once the City Engineer deems the construction complete.

RECOMMENDATION:

That the City Council adopt a resolution accepting the public improvements for the Medical/Office Development at 841 San Bruno Avenue.

ATTACHMENTS:

1. Resolution
2. Off-site Utility Plan

DISTRIBUTION:

None.

DATE PREPARED:

August 27, 2018
RESOLUTION NO. 2018____

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR THE MEDICAL/OFFICE DEVELOPMENT AT 841 SAN BRUNO AVENUE

WHEREAS, on January 12, 2016, the City Council adopted Resolution 2016-111 approving an Architectural Review Permit for the Medical/Office Development at 841 San Bruno Avenue subject to various conditions of approval; and,

WHEREAS, this approval provides for the construction of various public improvements in accordance with the requirements of a separate Improvement Agreement to ensure the completion of construction; and,

WHEREAS, all necessary public improvements offsite of the development are shown on the improvement plans prepared by Genesis Engineering dated August 8, 2016; and,

WHEREAS, the developer embarked on construction of these improvements and has provided notice to the City that construction of the public improvements is now complete; and,

WHEREAS, the following public improvements have been constructed as part of the development: street and streetlight improvements, storm drain system, domestic water system, sanitary sewer system, and curb, gutter, sidewalk and driveway; and,

WHEREAS, Public Works engineering staff has inspected these public improvements and determined that they have all been constructed according to the approved plans and the public improvements are ready for acceptance and subject to a one-year warranty period.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of San Bruno that the public improvements for the Medical/Office Development at 841 San Bruno Avenue are hereby accepted.

Dated: September 11, 2018

ATTEST:

______________________________
Melissa Thurman, City Clerk
DATE: September 11, 2018

TO: Honorable Mayor and Members of the City Council

FROM: Jovan D. Grogan, City Manager

PREPARED BY: Jimmy Tan, Public Works Director/City Engineer

SUBJECT: Adopt Resolution Accepting the Belle Air Parking Lot Improvement Project as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder’s Office, and Authorizing Release of the Construction Contract Retention in the Amount of $7,618

BACKGROUND:

The City was awarded approximately $450,000 by the Metropolitan Transportation Commission (MTC) during FY 2009-2010 for three separate projects to improve mobility for residents. The three projects included the replacement shuttle bus for the San Bruno Senior Center, modifications in and around the parking lot of Belle Air Elementary School and the replacement of concrete improvements and new benches at various bus stop locations.

The Belle Air parking lot improvements portion was awarded $151,251 which required a 20% local match. The purpose of the project was to improve circulation of traffic, ease buses maneuvering through the parking lot between 1st and 3rd Avenue, and provide a safe passage for pedestrians with newly dedicated sidewalk and curb ramps. As part of the project, the 3rd Avenue driveway approach was removed, new striping was added for the parking lot with an addition of a new travel in the opposite direction, and new concrete improvements were added.

Plans and specifications for the Belle Air Parking Lot Improvement Project were prepared by City staff. On February 27, 2018, the City Council awarded a construction contract in the amount of $148,889 to G. Bortolotto & Company, Inc. with a construction contingency of $23,000, engineering staff time of $14,889 and a total budget of $186,778.

DISCUSSION:

On June 18, 2018, G. Bortolotto & Company, Inc. began construction of the Belle Air Parking Lot Improvement Project. Contract time required the contractor to complete the project within 30 calendar days. On July 16, 2018, G. Bortolotto reached substantial completion within contract time without any construction delays.
There was one change order issued for the Belle Air Parking Lot Improvement Project in the amount of $3,463 for item quantity adjustments. The final contract amount was $152,352.

All construction work as part of this contract has been completed to the satisfaction of the City’s project management team. There are no unresolved stop notices or outstanding construction claims for this project. The construction contract requires a 5% retention which totals $7,618, be withheld by the City. Staff recommends that the City Council accept the project as complete, authorize filing Notice of Completion with the San Mateo County Recorder’s Office, and approve the release of the contract retention.

FISCAL IMPACT:

The Belle Air Parking Lot Improvement Project is an established CIP project. The FY 2018-23 Capital Improvement Program budget for the project includes an allocation of $252,465 from the Lifeline Grant (Prob 1B) and Measure A to complete the design, bid and construction phases. City staff performed the design as well as construction management on this project. The remaining budget of $37,697 will be returned to Measure A.

<table>
<thead>
<tr>
<th>Expenditure</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Consultant Staff – Planning/Surveying</td>
<td>23,245</td>
</tr>
<tr>
<td>Construction Contract</td>
<td>152,352</td>
</tr>
<tr>
<td>Reproduction and Advertisement</td>
<td>1,048</td>
</tr>
<tr>
<td>City Staff – Design and Project Management</td>
<td>38,123</td>
</tr>
<tr>
<td>Project Total</td>
<td>214,768</td>
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</table>

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 Belle Air Parking Lot Improvement Project as complete, authorizing the filing of notice of completion with the San Mateo County Recorder’s Office, and authorizing release of the construction contract retention in the amount of $7,618

DISTRIBUTION:

None

ATTACHMENTS:

1. Resolution
2. Project Acceptance Information Form
DATE PREPARED:

August 9, 2018
RESOLUTION NO. 2018 - ___

RESOLUTION ACCEPTING THE BELLE AIR PARKING LOT IMPROVEMENT PROJECT AS COMPLETE, AUTHORIZING THE FILING OF NOTICE OF COMPLETION WITH THE SAN MATEO COUNTY RECORDER’S OFFICE, AND AUTHORIZING RELEASE OF THE CONSTRUCTION CONTRACT RETENTION IN THE AMOUNT OF $7,618

WHEREAS, the City’s Capital Improvement Program (CIP) includes the Belle Air Parking Lot Improvement Project to improve circulation of traffic and provide a safe passage for pedestrians; and

WHEREAS, the project consists of the installation of accessible curb ramps, new sidewalk, asphalt concrete overlay, and pavement delineation; and

WHEREAS, on February 27, 2018, the City Council awarded a construction contract for the Belle Air Parking Lot Improvement Project to G. Bortolotto & Company, Inc. in the amount of $148,889 with a construction contingency of $23,000, and a budget of $186,778; and

WHEREAS, one (1) contract change orders was issued in the amount of $3,463 with a final construction contract amount of $152,352; 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 project budget expenditure is approximately $214,768 and the remaining $37,697 will be returned to Measure A Funds; 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 $7,618 upon the acceptance of the project as complete.

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the Belle Air Parking Lot Improvement Project as complete, authorizes the filing of Notice of Completion with the San Mateo County Recorder’s Office, and authorizes release of the construction contract retention in the amount of $7,618.

Dated: September 11, 2018

ATTEST:

Melissa Thurman, City Clerk
I, Melissa Thurman, 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 11th day of September 2018 by the following vote:

AYES: Councilmembers: ____________________________

NOES: Councilmembers: ____________________________

ABSENT: Councilmembers: ____________________________
Capital Improvement Program

Project Acceptance Information Form

As of August 9, 2018

<table>
<thead>
<tr>
<th>Contract Name:</th>
<th>Belle Air Parking Lot Improvement Project</th>
<th>Contract No.: 82662</th>
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</thead>
<tbody>
<tr>
<td>Construction Contractor:</td>
<td>G. Bortolotto &amp; Company, Inc</td>
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<tr>
<td>Construction Management and Inspection Services</td>
<td>Performed by City Staff</td>
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Project Information:

<table>
<thead>
<tr>
<th>Project Description:</th>
<th>Grind and overlay asphalt pavement, remove driveway approach on 3rd Avenue, install new concrete sidewalk and curb ramps, and restripe parking lot</th>
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</thead>
<tbody>
<tr>
<td>Construction Contract Award:</td>
<td>February 27, 2018</td>
</tr>
<tr>
<td>Start of Construction:</td>
<td>June 18, 2018</td>
</tr>
<tr>
<td>Contract Change Orders (CCO):</td>
<td>One (1) – CCO#1 was to adjust quantity numbers.</td>
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<tr>
<td>Substantial Completion:</td>
<td>July 16, 2018</td>
</tr>
<tr>
<td>Final Completion:</td>
<td>July 26, 2018</td>
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<tr>
<td>Notice of Completion:</td>
<td>Scheduled for filing on September 11, 2018</td>
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Project Costs:

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<tbody>
<tr>
<td>TOTAL PROJECT</td>
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<td>$ 23,245</td>
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<td>Change Orders</td>
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<td>$ 1,048</td>
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<tr>
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<td>$ 38,123</td>
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</table>
DATE: September 11, 2018

TO: Honorable Mayor and Members of the City Council

FROM: Jovan D. Grogan, City Manager

PREPARED BY: Jimmy Tan, Public Works Director/City Engineer

SUBJECT: Adopt Resolution Accepting the Sidewalk Repair Contract as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder’s Office, and Authorizing Release of the Construction Contract Retention in the Amount of $20,969.

BACKGROUND:

The City’s Capital Improvement Program (CIP) includes the Sidewalk Repair Program to provide a safe and accessible public sidewalk system and reduce liability to both the City and property owners. This project has addressed known City responsibility sidewalk locations where the damage is caused by City trees. In addition, home owners who also wanted to repair sidewalks which were their responsibility were invited to participate in the program. Benefits to participating home owners include lower unit pricing from the contractor, encroachment permit fees waivers, and inspections conducted by City staff.

A survey was conducted in 2014 to identify uplifted sidewalk areas throughout the City. A total of 12,105 locations were identified ranging in height from 1/4” to 2”, with 796 identified locations adjacent to trees. The primary focus of this was project was to repair City responsible sidewalk areas with vertical offsets of 1 1/4” or greater. Staff reviewed and confirmed uplifted areas identified by the survey met project requirements prior to assigning locations to the contractor.

The 2016 Sidewalk Repair Project contracted was awarded to LC General Construction on July 12, 2016 in the amount of $417,771 with a construction contingency of $20,888 and a total construction budget of $438,659.

DISCUSSION:

On November 14, 2016, LC General Construction began construction on the 2016 Sidewalk Repair Project. The contract time provided was 365 calendar days from the Notice to Proceed effective date, with 30 calendar days to complete each phase of work. A total of 20 curb ramps and 196 locations (total 16,130 sq. ft.) were completed during the 2016 project. Included in the total number of locations, 18 were resident participations for this year’s project. Work was divided into four different phases and substantial completion for the project was reached on October 30, 2017. However due to complications with the project punch list, the project did not reach final completion until June 26, 2018.
The contractor attempted to correct cracks with a concrete compound to patch the punch list items. Upon inspection of the completed punch list items, the City observed the corrective measure was not acceptable as a mitigation measure since the compound showed obvious discoloration from the newly poured concrete and was already showing signs of failure. The City strongly urged the contractor to replace the cracked portions listed on the punch list in order to remediate the issue. After multiple discussions with the project manager, LC General agreed to replace cracked portions of work.

Change orders were issued for the Sidewalk Repair Contract. The total Change Order in the amount of $1,608 was approved for additional work which resulted in the final contract amount of $419,379.

All construction work as part of this contract has been completed to the satisfaction of the City’s project management team. There are no unresolved stop notices or outstanding construction claims for this project. The construction contract requires a 5% retention which totals $20,968.96 be withheld by the City. Staff recommends that the City Council accept the project as complete, authorize filing Notice of Completion with the San Mateo County Recorder’s Office, and approve the release of the contract retention.

FISCAL IMPACT:

Total construction expenditure of the project totaled $421,299 which includes the construction contract of $417,771, change order in the amount of $1,608 and reproduction and advertisement costs of $1,920. The remaining amount of $17,360 will be returned to the Sidewalk Repair Fund for next year’s project.

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 Sidewalk Repair Contract as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder’s Office, and Authorizing Release of the Construction Contract Retention in the Amount of $20,969.

DISTRIBUTION:

None

ATTACHMENTS:

1. Resolution
2. Project Acceptance Information Form
DATE PREPARED:

August 27, 2018
RESOLUTION NO. 2018 - ___

RESOLUTION ACCEPTING THE SIDEWALK REPAIR CONTRACT AS COMPLETE, AUTHORIZING THE FILING OF NOTICE OF COMPLETION WITH THE SAN MATEO COUNTY RECORDER'S OFFICE, AND AUTHORIZING RELEASE OF THE CONSTRUCTION CONTRACT RETENTION IN THE AMOUNT OF $20,969

WHEREAS, the City's FY 2016-17 Capital Improvement Program (CIP) included sidewalk replacement budget to replace city responsible sidewalks; and

WHEREAS, On July 12, 2016, the City Council awarded a construction contract for the Sidewalk Repair Contract to LC General Construction in the amount of $417,771 with a construction contingency of $20,888, and a total construction budget of $438,659; and

WHEREAS, LC General replaced a total of 196 sidewalk locations and installed 20 curb ramps; and

WHEREAS, contract change orders were issued which increased the project amount by $1,608 to $419,379; 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 $20,969 upon the acceptance of the project as complete.

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the Sidewalk Repair Contract as complete, authorizing the filing of Notice of Completion with the San Mateo County Recorder's Office, and authorizing release of the construction contract retention in the amount of $20,969.

Dated: September 11, 2018

ATTEST:

Melissa Thurman, City Clerk
I, Melissa Thurman, 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 11th day of September 2018 by the following vote:

AYES: Councilmembers: ____________________________
NOES: Councilmembers ____________________________
ABSENT: Councilmembers: ____________________________
Capital Improvement Program

Project Acceptance Information Form

As of September 11, 2018

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<tr>
<th>Contract Name:</th>
<th>Sidewalk Repair Contract</th>
<th>Contract No.:</th>
<th>83908</th>
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</thead>
<tbody>
<tr>
<td>Construction Contractor:</td>
<td>LC General Construction</td>
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<td></td>
</tr>
<tr>
<td>Construction Management and Inspection Services</td>
<td>Performed by City Staff</td>
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</table>

Project Information:

<table>
<thead>
<tr>
<th>Project Description:</th>
<th>Install curb ramps and remove/replace sidewalk, driveways, and curb and gutter at various locations throughout the city.</th>
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</thead>
<tbody>
<tr>
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<td>LC General Construction - July 12, 2016</td>
</tr>
<tr>
<td>Start of Construction:</td>
<td>November 14, 2016</td>
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<tr>
<td>Contract Change Orders (CCO):</td>
<td>Two (3) – CCO#1 was to correct unit prices. CCO#2 was to account of line items not originally accounted for in the scope of bids. CCO#3 was for zeroing out line items.</td>
</tr>
<tr>
<td>Substantial Completion:</td>
<td>October 30, 2017</td>
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<tr>
<td>Final Completion:</td>
<td>June 26, 2018</td>
</tr>
<tr>
<td>Notice of Completion:</td>
<td>Scheduled for filing on September 11, 2018</td>
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Project Costs:

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<tr>
<th></th>
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<tr>
<td>TOTAL PROJECT</td>
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</tr>
<tr>
<td>Reproduction &amp; Advertisement</td>
<td>-</td>
<td>$ 1,920</td>
</tr>
</tbody>
</table>
DATE: September 11, 2018

TO: Honorable Mayor and Members of the City Council

FROM: Melissa Thurman, City Clerk

PREPARED BY: Melissa Thurman, City Clerk

SUBJECT: Appoint Councilmember O’Connell as the San Bruno Representative for the 2018 Annual Pipeline Safety Conference Being Held October 18-19, 2018 in New Orleans, LA

DISCUSSION:

Each year, the Pipeline Safety Trust holds an annual conference which brings citizens, government officials and pipeline specialists across the country together to hear about a wide range of topics and important issues.

Councilmember Irene O’Connell has attended annual conferences for the Pipeline Safety Trust in the past and has requested to attend the 2018 Annual Conference, which is scheduled for October 18-19, 2018 to be held in New Orleans, LA.

FISCAL IMPACT:

The cost of Councilmember O’Connell’s attendance at the annual conference would be $300, as well as additional fees for lodging accommodations and airfare. The fiscal year 2018-19 adopted City Council Training/Meeting/Conferences includes a budget of $3,900 for regional conferences.

ALTERNATIVES:

1. Do not appoint Councilmember O’Connell as the San Bruno Representative.

RECOMMENDATION:

Appoint Councilmember O’Connell as the San Bruno Representative for the 2018 Annual Pipeline Safety Conference being held October 18-19, 2018 in New Orleans, LA.

ATTACHMENTS:

1. 2018 Annual Pipeline Safety Conference Flyer
Pipeline Safety Trust’s Annual Conference
Hotel Monteleone, New Orleans, Louisiana
October 18th & 19th, 2018

Each year since 2006, the Pipeline Safety Trust has hosted unique pipeline safety conferences. What makes them unique is the mix of attendees, who come with experience as the affected public, local government, the pipeline industry, and government regulators. All these people come together to discuss barriers to safer pipelines. Through such a collaborative approach the Trust promotes better understanding and trust between these groups, so we can all move forward together in our mutual goal of making pipelines as safe as possible.

Click here to register.

Early discount rates – valid through September 16th:
Industry/Industry Consultants & Vendors — $700
Government/Regulators — $300
Citizens — $200

Standard rates – starting September 17th:
Industry/Industry Consultants & Vendors — $800
Government/Regulators — $350
Citizens — $250

http://pstrust.org/trust-initiatives-programs/pipeline-safety-trust-annual-conferences/2018-p... ATTACHMENT 1
DATE: September 11, 2018  
TO: Honorable Mayor and Members of the City Council  
FROM: Jovan D. Grogan, City Manager  
PREPARED BY: Jimmy Tan, Public Works Director/City Engineer  
SUBJECT: Adopt Resolution Approving Parcel Map and Final Map and Authorizing the City Manager to Execute Improvement Agreements, Maintenance Agreements, Stormwater Treatment Measures Maintenance Agreements, Agreement for Dedication of Real Property for Park and Recreational Uses and Affordable Housing Agreement for the Skyline Residential Projects at 3300 College Drive  

BACKGROUND:  
On February 27, 2018, the City Council approved the Environmental Impact Report Addendum and Mitigation Monitoring and Reporting Program, a General Plan Amendment, a Development Plan, a Vesting Tentative Map, Planned Development Permits and authorized installation of 4-way stop signs at the intersection of College Drive with Marisol Avenue for the project known as the Skyline College Residential Development located at 3300 College Drive. The project as proposed by the developers, the San Mateo County College District (College District) and SummerHill Homes (SummerHill) consists of 70 residential dwelling units over two parcels: 40-unit single family homes by SummerHill for individual sale and 30 multi-family units by the College District to be used as faculty/staff housing. The proposed projects will create a new residential neighborhood with internal private streets, two neighbor parks, landscaped common areas, and an off-site fitness park.  

Project approval was subject to various conditions of approval that included preparation of a Parcel Map, a Final Map and construction of various public and private improvements. The conditions further required that each of the developers 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, a Stormwater Treatment Measures Maintenance Agreement to define developer’s responsibilities for long-term maintenance of stormwater treatment control measures, an Agreement for Dedication of Real Property for Park and Recreational Uses to ensure construction, long-term maintenance and public access to the off-site fitness park, and an Affordable Housing Agreement restricting the rental of eleven (11) units within the faculty/staff multi-family housing, with six (6) units affordable to low income households, and five (5) units affordable to moderate income households for a period of 55 years starting from the date of certificate of occupancy.  

All five of the agreements will be recorded against the properties.
The developer has prepared and submitted a proposed Parcel Map and a Final Map to the City for review and approval. The Parcel Map would subdivide a vacant 8-acre parcel which is owned by the College District located in the eastern portion of the Skyline College Campus, directly across from the Marisol development at the intersection of College Drive and Marisol Drive, into a 6-acre lot to be purchased from the College District and developed by SummerHill and a 2-acre lot to be owned and developed by the College District. The parcel owned by SummerHill will be further subdivided by a Final Map to create the single family lots, roadways parcels, common areas and various easements.

DISCUSSION:

The Parcel Map and Final Map have been prepared by BKF Engineers and were reviewed by the City Engineer and determined to be technically correct and in compliance with the project conditions of approval. Procedurally, the Parcel Map must first be recorded at the County Recorder's Office to create the two parcels. The parcel to be developed by SummerHill will then be further subdivided via the recording of the Final Map to create the forty (40) individual lots for sale plus the other lots for the neighborhood parks and common areas. The Final Map may be recorded up to ten (10) calendar days after the Parcel Map is recorded. Because information on the recorded Parcel Map (book and page number) must be transferred to the Final Map, the Final Map as presented in the attachments will be slightly modified after Council approval by adding this recording information. City staff will review the Final Map before it is released for recording to ensure no other unauthorized changes have occurred to the map. This minor modification process has been confirmed as being an acceptable industry practice.

Improvement plans for both parcels for the construction of public and private improvements have also been prepared by BKF Engineers and are nearing final approval. The Engineer’s Estimate for construction of the public and private improvements for the single family development is $6,207,000 and for the multi-family development is $2,013,000.

**Proposed Public Improvements.** The Improvement plans for each parcel provide for the following public improvements: a new domestic water system.

**Proposed Private Improvements.** The improvement plans provide for each parcel provide for the following private improvements: new curb, gutter, sidewalk and driveway, curb access ramps, street pavement, storm drain systems and treatment measures, sanitary sewer systems, signing and striping, landscaping, street trees and irrigation, street lighting, joint trench systems and play structure improvements for each parcel.

The developers and City staff have worked together to draft the Improvement Agreement, Maintenance Agreement, Stormwater Treatment Measures Maintenance Agreement, Agreement for Dedication of Real Property for Park and Recreational Uses and an Affordable Housing Agreement. Copies of these agreements are included in the attachments. At the time of the preparation of this staff report, the documents were in final review and may be subject to minor changes as approved by the City Attorney.

The Improvement Agreements ensure that the public and private improvements will be constructed and approved by the City of San Bruno. The public improvements will also be
accepted by the City of San Bruno. The developers are required to complete all
collection, 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 public
and private improvements and map processing.

The Maintenance Agreements ensure that the private improvements will be maintained to
City defined standards including standards for facilities and private stormwater and
wastewater (sanitary sewers) facilities, plus landscaping and irrigation. The Maintenance
Agreements will be recorded against each property.

The Stormwater Treatment Measures Maintenance Agreements define each developer’s
responsibilities for long-term maintenance of stormwater treatment control measures,
including mandated annual inspections and report forms documenting results of the
inspections. These agreements will also be recorded against each property.

The Agreement for Dedication of Real Property for Park and Recreation Uses applies only
to the faculty/staff multi-family parcel owned by the College District and ensures
construction, long-term maintenance and public access to the off-site fitness park to be
constructed per project conditions of approval.

The Affordable Housing Agreement was prepared in accordance with the conditions of
approval for the Skyline College Residential Project and Section 12.230 of the San Bruno
Municipal Code. The Agreement applies only to the faculty/staff housing multi-family
housing owned by the College District and restricts the rental of eleven (11) units, with six
(6) units affordable to low income households, and five (5) units to moderate-income
households for a period of 55 years starting from the date of occupancy. This satisfies the
affordable housing obligation for the entire 70-unit Skyline Residential Project, and no
affordable units are required to be built within the Single-Family Project. In addition, the
District will pay an affordable housing impact fee of $320,000.

The Agreement includes a phasing provision such that the affordable units and the single-
family homes will be completed concurrently. The City will issue no more than 20 building
permits (50%) for the single-family homes until permits have been issued for at least 6
affordable units within the multi-family project, and the City will not approve final inspections
or certificates of occupancy for more than 20 single-family units until all 11 affordable units
have been completed and approved for occupancy.

In the event that the multi-family project is delayed, staff has worked with Summerhill and
the College District to ensure that the Single-Family Project can proceed. The parties
agreed to additional Agreement provisions that provide the City with the greatest assurance
that the affordable units will be built and provides the single-family developer with the
assurance needed to obtain project financing, as follows: 1) the single-family developer may
elect to pay a security deposit equal to the full residential impact fee for all of 11 affordable
units ($3,492,518), if the multi-family project is delayed, which would be reimbursed to the
District upon completion of the affordable units; 2) the Multi-Family Project must provide all
11 affordable units, as required by the conditions of approval, and 3) if the Multi-Family

Project is not built for some unforeseen reason within the time limits listed in the Agreement, the City will retain $2.8 million and place the money into the City's Affordable Housing Fund since that represents the fee out for the single-family homes. The contractual time limits for completion are that building permits for both parcels be issued within one-year from the effective date of the establishment of the Planned Development District which would be April 13, 2019 with construction to be completed within 3 years after or April 13, 2022.

Staff has reviewed the Parcel Map, Final Map, Improvement Agreements, Maintenance Agreements, Stormwater Treatment Measures Maintenance Agreements, Agreement for Dedication of Real Property for Park and Recreational Uses and Affordable Housing Agreement are deemed them 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. Monthly sewer, water, and storm drain fees and property taxes will be collected from future owners and tenants. The agreements call for performance bonds required to secure work and for developers to pay for City inspection and other construction-related costs.

ALTERNATIVES:

1. Do not approve the Parcel Map, Final Map, Improvement Agreement, Maintenance Agreement, Stormwater Treatment Measures Maintenance Agreement, Agreement for Dedication of Real Property for Park and Recreational Uses and the Affordable Housing Agreement. If the City Council chooses not to approve the Parcel Map and Final Map, findings would need to be made as provided in Sections 12.32.200, 12.40.090 and 12.36.230 of the San Bruno Municipal Code, to support the decision to not approve the Parcel Map and Final Map.

2. Provide alternative direction regarding approval of the Parcel Map, Final Map and Agreements.

RECOMMENDATION:

Adopt Resolution Approving the Parcel Map and Final Map and Authorizing the City Manager to Execute an Improvement Agreement, a Maintenance Agreement, a Stormwater Treatment Measures Maintenance Agreement, an Agreement for Dedication of Real Property for Park and Recreational Uses and an Affordable Housing Agreement for the Skyline Residential Projects at 3300 College Drive.

DISTRIBUTION:

1. SummerHill Homes, Attn: Elaine Breeze
2. College District, Attn: Barbara Christensen
ATTACHMENTS:

1. Resolution
2. Parcel Map
3. Final Map
4. Improvement Agreements (College District and SummerHill)
5. Maintenance Agreements (College District and SummerHill)
6. Stormwater Treatment Measures Maintenance Agreements (College District and SummerHill)
7. Agreement for Dedication of Real Property for Park and Recreational Uses (College District)
8. Affordable Housing Agreement (College District and SummerHill)

DATE PREPARED:

August 14, 2018
RESOLUTION NO. 2018-__

RESOLUTION APPROVING PARCEL MAP AND FINAL MAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IMPROVEMENT AGREEMENTS, MAINTENANCE AGREEMENTS, STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENTS, AGREEMENT FOR DEDICATION OF REAL PROPERTY FOR PARK AND RECREATIONAL USES AND AFFORDABLE HOUSING AGREEMENT FOR THE SKYLINE RESIDENTIAL PROJECTS AT 3300 COLLEGE DRIVE

WHEREAS, The Skyline Residential project is located at 3300 College Drive; and

WHEREAS, The Skyline Residential project consists of a 70-unit residential development over two parcels, 40-unit single family homes for individual sale and 30 multi-family units to be used as faculty/staff housing for Skyline College; and

WHEREAS, the developer for the single family homes, SummerHill Homes (SummerHill), and the developer for the multi-family units, the San Mateo County College District (College District), have applied for approval to construct the Skyline Residential projects; and

WHEREAS, on February 27, 2018 the City Council adopted a Resolution approving the Skyline Residential projects, subject to certain conditions of approval; and

WHEREAS, the Parcel Map, Final Map and improvement plans for each parcel as prepared by BKF Engineers, have been reviewed by the City and were determined to be technically correct and in compliance with the project conditions of approval; and

WHEREAS, the developers have requested the City approve the parcel map and final map for the projects prior to the completion of all the project’s public and private site improvements; and

WHEREAS, pursuant to the previous project approval, the City and developers have negotiated separate Improvement Agreements for each parcel that guarantee the construction of the improvements; and

WHEREAS, the developers have submitted separate Maintenance Agreements for each parcel that specify developer’s maintenance standards and responsibilities for improvements constructed; and

WHEREAS, the developer has submitted Stormwater Treatment Measures Maintenance Agreements for each parcel that specify developer’s maintenance standards and responsibilities for stormwater treatment control measures constructed; and

WHEREAS, the College District has submitted an Agreement for Dedication of Real Property for Park and Recreational Uses for the multi-family parcel to ensure construction, long-term maintenance and public access to the off-site fitness park to be constructed per project conditions of approval; and

WHEREAS, the City and College District have negotiated an Affordable Housing Agreement for the multi-family parcel that restricts the rental of eleven (11) units, with six (6) units affordable to low income households, and five (5) units affordable to moderate income.
households for a period of 55 years starting from the date of certificate of occupancy; and

WHEREAS, staff has reviewed the Parcel Map, Final Map, the Improvement Agreement, the Maintenance Agreement, the Stormwater Treatment Measures Maintenance Agreement, the Agreement for Dedication of Real Property for Park and Recreational Uses and the Affordable Housing Agreement and deemed them accurate and appropriate for execution.

NOW, THEREFORE, BE IT RESOLVED by the San Bruno City Council that the Parcel Map and Final Map are approved and the City Manager is authorized to execute the Improvement Agreement, the Maintenance Agreement, the Stormwater Treatment Measures Maintenance Agreement, the Agreement for Dedication of Real Property for Park and Recreational Uses and the Affordable Housing Agreement for the Skyline Residential projects at 3300 College Drive, subject to such minor amendments necessary to effectuate the intent of the parties.

Dated: September 11, 2018

ATTEST:

_________________________
Melissa Thurman, City Clerk

-000-

I, Melissa Thurman, 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 11th day of September, 2018 by the following vote:

AYES: Councilmembers: _______________________________

NOES: Councilmembers: _______________________________

ABSENT: Councilmembers: _______________________________
City Clerk's Statement:

[Signature and Title]

City of San Bruno, California

Trustee's Statement:

[Signature and Title]

First American Title Company

Trustee's Acknowledgment:

[Signature and Title]

State of California

County of San Mateo

On this [Date], before me, [Notary Public], personally appeared [Name], who subscribed to the instrument identified herein.

[Signature and Title]

Notary Public

Printed Name

Principal Place of Business

Commission Expires

Commission Number

Final Map

[Map Title]

Being a Subdivision of Parcel as Shown on Certain Parcel Map Filed in Book 4007, Page 217, San Mateo County Records, City of San Bruno, San Mateo County, California

[Map Information]

JOB# 20138121

Sheet 2 of 9
Basis of Bearings


Notes:
1. All units are in US survey feet and decimals thereof
2. All tcs are perpendicular unless noted otherwise.

<table>
<thead>
<tr>
<th>Curve Table</th>
<th>Live Table</th>
<th>Radial Bearing Table</th>
</tr>
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<tbody>
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</table>

Final Map

Skyline Ridge

Being a Subdivision of parcel A as shown on that certain parcel map filed 2013 in Book # of parcel maps at pages # through # inclusive, San Mateo County records.

City of San Bruno, San Mateo County, California

September 2013

BKF 100+ years

Engineers, Surveyors, Planners
San Mateo California Boulevard, Suite 400
Walnut Creek, CA 94596

Sheet 6 of 9
IMPROVEMENT AGREEMENT
College Ridge Apartments Development
3300 College Drive, San Bruno, CA. 94066

THIS IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this _____ day of ______, 2018 ("Effective Date") by and between by and between SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a community college district formed and existing under the law of the State of California ("Developer"), and the CITY OF SAN BRUNO, a general law city and California municipal corporation ("City") with reference to the following facts:

RECITALS

A. Developer is the current fee owner of that certain real property consisting of approximately two (2) acres of land 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 February 27, 2018, the City Council of the City of San Bruno adopted, among other approvals, Resolution No. 2018-27, approving the Vesting Tentative Parcel Map for the Skyline College Residential Project located at 3300 College Drive, San Bruno, CA. 94066 ("Project"), prepared by BKF Engineers and dated November 3, 2017 ("Tentative Map"), subject to certain conditions of approval ("Conditions").

C. The Conditions require either (1) that certain public improvements for the Project be constructed prior to approval of the final parcel map ("Final Map"), or (2) that Developer enter into an Improvement Agreement with City providing for the future construction of such public improvements.

D. Developer has submitted the Final Map to the City for approval without having completed the public improvements required by the conditions of approval and, therefore, Developer is entering into this Agreement with City to provide for the future construction and
installation and payment for such public improvements, as required by Government Code section 66462(a)(1).

E. Developer has submitted to City plans, specifications and drawings entitled Improvement Plans from BKF Engineers dated July 19, 2018; Landscape Improvement Plans from Van Dorn and Associates dated July 25, 2018; Geotechnical Remedial Grading Plan from ENGEO dated May 7, 2018; Joint Trench Composite Plan by Tarrar Utility Consultant dated August 29, 2018; Street Lighting Plan by Tarrar dated June 6, 2018; Revised Stormwater Report from BKF Engineers dated July 26, 2018; Revised Hydrology Report from BKF Engineers dated July 26, 2018; Site Retaining Walls Design and Structural Calculation from DP Advanced Engineering dated July 23, 2018; Plan Review letters for the Site Retaining Wall Plans prepared by DP Advanced Engineering dated July 30, 2018; Improvement Plan Review prepared by DP Advanced Engineering dated July 30, 2018; Updated Arborist Report from HortScience dated August 28, 2018 (collectively, the “Improvement Plans”), which, in addition to other improvements, provide for certain on-site public and private improvements consisting of installation of certain landscaping, street trees, irrigation, private utility fixtures and private street facilities including sanitary sewer and storm drains laterals, and stormwater treatment measures and a public domestic water system (collectively, “Improvements”).

F. City and Developer desire to enter this agreement providing for the construction and installation of the Improvements, in conformance 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 and payment for 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, 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 all components set forth in the Improvement Plans, including 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 Improvement Plans, conditions of permits and all construction, appurtenances and improvements necessary as reasonable determined by the City Engineer to complete the aforementioned Improvement Plans, 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 two years 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 obligations set forth in 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 Two Million Thirteen Thousand Dollars ($2,013,000).

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 reasonably 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. Foreperson or Superintendent. Developer shall ensure that a competent foreperson or superintendent 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.

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 and reasonable 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 Fifty Thousand and No/100 Dollars ($50,000.00) ("Deposit") to compensate City for all City Costs. 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 or waived such written notice of satisfactory completion, the City Engineer will recommend acceptance of the Improvements to the City Council at the earliest regularly scheduled City Council meeting. 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.


13.1 In accordance with Chapter 12.48 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 Bond. Prior to undertaking any of the Work to construct the Improvements, Developer shall furnish and deliver performance security in an amount equal to at least one hundred percent (100%) of Estimated Cost of Work as set forth in Section 5 of this Agreement, which security must be materially in the form set forth in Exhibit B to this Agreement. 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. Developer shall require the contractor installing the improvements to guarantee and warrant the Work for a period of not less than one (1) year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

(b) Payment Bond. Prior to undertaking any Work to construct the Improvements, Developer shall furnish and deliver labor and materials security in an amount equal to at least one hundred percent (100%) of Estimated Cost.
of Work as set forth in Section 5 of this Agreement, which security must be materially in the form set forth in Exhibit C to this Agreement. 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 an amount equal to at least ten percent (10%) of the Estimated Cost of Work as set forth in Section 5 of this Agreement, upon acceptance of the Improvements and prior to release of the Performance Security, which security must be materially in the form set forth in Exhibit D to this Agreement. The security 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.


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 twenty-five percent (25%) 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, ninety (90) days after acceptance of all of the Improvements, be reduced to an amount equal to the total amount validly and timely claimed by all claimants for stop payment notices 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.

(d) If the Developer causes to be provided to the City security for performance and security pursuant to Sections 13.1(a) and 13.1(b) of this Agreement in a documentary form such as surety bonds, the City shall release and return the original documents to the issuer upon performance of the act or final completion and acceptance of the required work as described in the documents. In the event that the City is unable to return the original documents to the issuer, the security shall be released by written notice sent by certified mail to the Developer and issuer of the documents within 30 days of the acceptance of
the work. The written notice shall contain a statement that the work for which the
security was furnished has been performed or completed and accepted by the
City, a description of the project subject to the documents and the notarized
signature of the authorized representative of the City.

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 foregoing, 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
Government 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, or any contractors retained by Developer for performance of
the Work, shall, before 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 or
contractor'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

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<tr>
<td>Employer's Liability</td>
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<tr>
<td>Commercial General Liability</td>
<td>$1,000,000.00 per occurrence, $2,000,000.00 aggregate for bodily injury, personal injury and property damage.</td>
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<tr>
<td>Automobile Liability</td>
<td>$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).</td>
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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, it's 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 (or Developer's contractors, to the extent that the Developer retains contractors to perform any of the Work), 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 or the insurance of Developer's contractors retained to perform Work on the Improvements shall be primary insurance with respect to City, its Council, commissions, boards, committees, officers, employees and Agents (except in cases in which the Developer retains contractors to perform Work, in which case contractor's insurance shall be primary with respect to Work performed by such Contractor), 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 Developer's or any 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 or the insurance of Developer’s contractors retained to perform Work on the Improvements is cancelled, Developer or such contractors shall provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

18.5 Contractors and Subcontractors Insurance Requirements. Developer shall cause to be provided by all contractors, and all subcontractors and material suppliers of every tier, hired to perform the Work, insurance coverages equivalent to those as enumerated in Subsection 18.1 of this Agreement and as required by Developer in its Construction Contract Documents. These contractors shall be required to name the City, its Council, commissions, boards, committees, officers, employees and agents as Additional Insureds. The policy or endorsement shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance carried by the 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. In addition, all policies shall by endorsement or policy provision waive subrogation against the City. It is condition precedent that this insurance shall be in place before the Developer allows any contractor, subcontractor or material supplier on the Property.

19. **Workers’ Compensation Insurance.** Developer shall provide, or cause to be provided by contractors providing Work on the Improvements, 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 to the extent of any mechanics liens or stop notices that 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 25, below.

25. **Remedies.** Upon the occurrence of an event of default set forth in Section 23 of this Agreement, and the failure by Developer to cure such default as described in Section 24 of this Agreement, the following provisions shall apply:

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:  San Mateo County Community College District 3401 CSM Drive San Mateo, CA 94402 Attn: Executive Vice Chancellor

With a copy to:  San Mateo County Community College District 3401 CSM Drive San Mateo, CA 94402 Attn: Facilities Department

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**

San Mateo County Community College District, a community college district formed and existing under the law of the State of California

By: ______________________
Name: Kathy Blackwood
Title: Executive Vice Chancellor

*Signature must be notarized*

**CITY**

**CITY OF SAN BRUNO,**
a general law city and municipal corporation

__________________________
Jovan D. Grogan, City Manager
*Signature must be notarized*

**ATTEST:**

__________________________
Melissa Thurman, City Clerk

**APPROVED AS TO FORM:**

__________________________
Marc Zafferano, City Attorney
Exhibit A

Legal Description of the Property

Parcel B as shown on the Parcel Map recorded at ________________, San Mateo County Records.
EXHIBIT B

DOCUMENT 00 61 00

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

This Construction Performance Bond-Dual Obligee ("Construction Performance Bond") is issued simultaneously with a Construction Labor and Material Payment Bond ("Payment Bond") issued with respect to the Project. As used herein, "Obligees" shall mean the San Mateo County Community College District ("District") and the additional obligee(s), identified in the Additional Obligee Rider to this Bond and "Obligee" shall mean any of the Obligees.

1. THAT WHEREAS, SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a California community college district (District) has awarded to (Name of Contractor) as Principal a Construction Agreement dated the __________ day of __________, 20__ (Agreement), titled THE ______________ PROJECT in the amount of $____________, which Agreement is by this reference made a part hereof, for the work described as follows:

(Describe Agreement Work) __________________________________________________________ (Bid Number xxxx).

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

3. NOW, THEREFORE, we, the undersigned Principal and __________________________________ as Surety are held and firmly bound unto Obligee in the sum of 100% OF THE CONTRACT SUM to be paid to Obligee or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Obligee, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Obligee, with or without notice to Surety, and during the period of any Contractor guarantees or warranties (not including any extended manufacturer/supplier warranties) required under the Agreement, and shall also promptly and faithfully perform all covenants, conditions, and agreements of any alteration of the Agreement made as herein provided, notice of which alterations to Surety being hereby waived, on Principal's 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, defend, protect, and hold harmless Obligee as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Obligee in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

A. Undertake through its agents or independent contractors, reasonably acceptable to Obligee, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon
determination by Obligee of the lowest responsible bidder, reasonably acceptable to Obligee, arrange for a contract between such bidder and Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Obligee to the Principal under the Agreement and any amendments thereto, less the amount Obligee paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Obligee's rights against the others. Surety may not use Contractor to complete the Agreement absent Obligee's written consent.

8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee or its successors or assigns.

9. Surety will be provided with reasonable notice of any proceedings brought under the Agreement, and may join in any such proceedings, and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _________, 20____.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code
ADDITIONAL OBLIGEE RIDER
(Additional obligee only permitted with prior District approval.)

1. This Additional Obligee Rider is attached to and made a part of that certain Construction Performance Bond, dated __________, 20__, executed and delivered by __________, as Principal, and

   in the sum of __________, as Surety, in favor of Obligees,

   with respect to the Project referenced in paragraph 1 of the Construction Performance Bond.

2. All of the terms, conditions and provisions of the Construction Performance Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. All defined terms as set forth in the Construction Performance Bond shall have the same meanings herein.

4. The City of San Bruno is hereby included as an additional named Obligee.

5. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Construction Performance Bond, including, but not limited to, the aggregate liability of Surety as described in paragraph 3 of the Construction Performance Bond.

Signed and sealed this __________ day of __________, 20__.

Witness as to Contractor: __________

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal) __________

Signature __________

Name __________

Title __________

Street Address __________

City, State, Zip Code __________

SURETY

Company: (Corp. Seal) __________

Signature __________

Name __________

Title __________

Street Address __________

City, State, Zip Code __________

END OF DOCUMENT
EXHIBIT C

DOCUMENT 00 62 00

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

This Construction Labor and Material Payment Bond – Dual Obligee ("Payment Bond") is issued simultaneously with a Construction Performance Bond – Dual Obligee ("Construction Performance Bond") issued with respect to the Project. As used herein, "Obligees" shall mean District and the additional obligee(s), if any, identified in the the Additional Obligee Rider to this Bond and "Obligee" shall mean any of the Obligees.

1. THAT WHEREAS, the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a California community college district (District) has awarded to (Name of Contractor) as Principal a Construction Agreement, dated the ___ day of ________, 20__ (Agreement), titled THE PROJECT located at ______________________ in the amount of $________________________, which Agreement is by this reference made a part hereof, for the work described as follows:

(Describe Agreement Work) _______________________________ (Bid Number xxxx).

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and ______________________________ as Surety, are held and firmly bound unto Obligee in the sum of 100% OF THE CONTRACT SUM ($________________________), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Obligee, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Obligee’s rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ______ day of __________________, 20__.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code
ADDITIONAL OBLIGEE RIDER
(Additional obligee only permitted with prior District approval.)

1. This Additional Obligee Rider is attached to and made a part of that certain Construction Labor and Material Payment Bond, dated ________________, 20__, executed and delivered by ________________________________, as Principal, and in the sum of ________________________________ ($________) as Surety, in favor of Obligees, with respect to the Project referenced in paragraph 1 of the Payment Bond.

2. All of the terms, conditions and provisions of the Payment Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. All defined terms as set forth in the Payment Bond shall have the same meanings herein.

4. The City of San Bruno is hereby added to the Payment Bond as an additional named Obligee.

5. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Payment Bond, including, but not limited to, the aggregate liability of Surety as described in paragraph 3 of the Payment Bond.

Signed and sealed this ______ day of __________, 20__.

Witness as to Contractor: ____________________________________________

CONTRACTOR AS PRINCIPAL

Company: ____________________________ (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: ____________________________ (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT
EXHIBIT D

DOCUMENT 00 61 19

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

As used herein, “Obligees” shall mean the San Mateo County Community College District ("District") and the additional obligee(s), identified in the Additional Obligee Rider to this Bond and “Obligee” shall mean any of the Obligees.

1. WHEREAS, SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a California community college district (District), and ______________________, (hereinafter designated as “Principal”) have entered into a Construction 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:

__________________________________________

[Project name to be inserted]

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

3. 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 Obligee 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...

4. THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Principal (or its heirs, executors, administrators, successors, or assigns approved by the Obligee) shall for a period of one (1) year from and after the date of the completion of the Agreement indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

6. The Surety’s obligation under this bond shall arise after the Obligee 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.

7. 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 Obligee and the Principal, and the Surety hereby waives notice of any such modification.

8. 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.

Month, Day, YYYY

00 61 19 - Page 1 of 3

Bid No. XXXXX

V[X]

Project Name
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)

Address

If PRINCIPAL is partnership, all partners must execute BOND.
ADDITIONAL OBLIGEE RIDER
(Additional obligee only permitted with prior District approval.)

1. This Additional Obligee Rider is attached to and made a part of that certain Warranty Bond, dated __________, 20__, executed and delivered by ________________, as Principal, and ________________, as Surety, in favor of Obligees, in the sum of ($__________) with respect to the Project referenced in paragraph 1 of the Warranty Bond.

2. All of the terms, conditions and provisions of the Warranty Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. All defined terms as set forth in the Warranty Bond shall have the same meanings herein.

4. The City of San Bruno is hereby included as an additional named Obligee.

5. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Warranty Bond, including, but not limited to, the aggregate liability of Surety as described in paragraph 3 of the Warranty Bond.

Signed and sealed this ______ day of ________, 20__.

Witness as to Contractor: ______________________________

Witness as to Surety: ______________________________

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

______________________________

Signature

______________________________

Name

______________________________

Title

______________________________

Street Address

______________________________

City, State, Zip Code

SURETY

Company: (Corp. Seal)

______________________________

Signature

______________________________

Name

______________________________

Title

______________________________

Street Address

______________________________

City, State, Zip Code

END OF DOCUMENT
IMPROVEMENT AGREEMENT
Skyline Ridge Single Family Development
3300 College Drive, San Bruno, CA 94066

THIS IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this __ day of ______, 20__ ("Effective Date") by and between by and between SummerHill Skyline LLC, a California limited liability company ("Developer"), and the CITY OF SAN BRUNO, a general law city and California municipal corporation ("City") with reference to the following facts:

REcITALS

A. Developer is the current fee owner of that certain real property consisting of approximately six (6) 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 February 27, 2018, the City Council of the City of San Bruno adopted, among other approvals, Resolution No. 2018-27, approving the Vesting Tentative Parcel and Final Maps for the project located at 3300 College Drive ("Project"), prepared by BKF Engineers and dated November 3, 2017 ("Tentative Map"), subject to certain conditions of approval ("Conditions").

C. The Conditions require either (1) that certain public improvements for the Project be constructed prior to approval of the final map ("Final Map"), or (2) that Developer enter into an agreement with City providing for the future construction of such public improvements.

D. Developer has submitted the Final Map and applied to City for Final Map approval without having completed the required public improvements and, therefore, will enter into an agreement with City providing for the future construction and installation of such public improvements, as required by Government Code section 66462(a)(1).

E. Developer has submitted to City plans, specifications and drawings entitled (1) Civil Plans by BKF, Inc. dated August 13, 2018; (2) Landscape Plans by Van Dorm Abed Landscape Architects, Inc. revised August 13, 2018; (3) Structural Site Retaining Wall Plans by DP Advanced Engineering revised August 13, 2018; (4) Oldcastle Retaining Wall Structural Plans,
dated April 25, 2018; (5) Joint Trench Composite Plans by Tarrar Utility Consultants, dated May 14, 2018; and (6) Photometric Plan by ALR, Inc. dated August 10, 2018 (collectively, the “Improvement Plans”), which, in addition to other improvements, provide for certain on-site public and private improvements consisting of privately constructed and maintained street, sidewalk, curb and gutter, street light, sanitary sewer, storm drain, water, landscaping, street trees, irrigation and on-site park facilities and play structure improvements (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 all components set forth in the Improvement Plans, including, 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
   (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 Improvement Plans and specifications, conditions of permits and all construction, appurtenances and improvements necessary as reasonable determined by the City
Engineer to complete the aforementioned Improvement Plans, 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 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 two years 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 $_________ Dollars (“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 seek to 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 (if obtained) have been provided to the City Engineer.

8. **Foreman or Superintendent.** Developer shall give personal attention to the Work. A competent foreman or superintendent 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.
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 Fifty Thousand and No/100 Dollars ($50,000.00) ("Deposit") to compensate City for all City Costs. 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, and (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 for all purposes under this Agreement 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 the City Engineer has delivered a written notice of satisfactory completion or waived such written notice of satisfactory completion pursuant to Section 12.1, the City Engineer will recommend acceptance of the Improvements to the City Council at the earliest regularly scheduled City Council meeting. 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.


13.1 In accordance with Chapter 12.48.10 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 $________________ [Insert amount equal to one hundred percent (100%) of Estimated Cost of Work] Dollars ($_________), concurrently with the execution of this Agreement, which security must meet the requirements of Government Code section 66499.1 and San Bruno Code Section 12.48.040. 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 $________________ [Insert amount equal to one hundred percent (100%) of Estimated Cost of Work] Dollars ($_________), concurrently with the execution of this Agreement, which security must meet the requirements of Government Code section 66499.2 and San Bruno Code Section 12.48.050. 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 $________________ [Insert amount equal to one ten percent (10%) of Estimated Cost of Work] Dollars ($_________), 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 D.


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 twenty-five percent (25%) 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, ninety (90) days after acceptance of all of the Improvements, be reduced to an amount equal to the total amount validly and timely 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 C:\Users\RNorris\Desktop\Agreements 8-29-18\Improvement Agreement - As Sent 8-29-18.DOCX

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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 City.
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 Developer’s 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 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:

<table>
<thead>
<tr>
<th>Insurance Category</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory minimum.</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000.00 per accident for bodily injury or disease.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Commercial General Liability</th>
<th>$1,000,000.00 per occurrence, $2,000,000.00 aggregate for bodily injury, personal injury and property damage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile Liability</td>
<td>$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).</td>
</tr>
</tbody>
</table>

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 is required by law.
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 to the extent of any mechanics liens or stop notices that 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 after expiration of all cure periods provided in Section 24.

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 and is not corrected within the time period for cure set forth in Section 24.

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 or to faithfully commence the cure thereof if such cure cannot be completed within 30 days after notice to Developer. 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 25 below.

25. **Remedies.** Subject to Section 24 above:

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.

25.6 No breach or default of this Agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against the Property. No lender taking title to the Property through foreclosure or deed in-lieu shall be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligations of Developer. Any lender who has recorded a deed of trust or mortgage against the Property shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City’s notice.

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:**
   SummerHill Skyline LLC  
   777 S. California Avenue  
   Palo Alto, CA 94304  
   Attn: Development Manager

   **With a copy to:**
   SummerHill Skyline LLC  
   777 S. California Avenue  
   Palo Alto, CA 94304  
   Attn: General Counsel

   **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, which shall not be unreasonably withheld or delayed. 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 (excluding individual homebuyers of units).

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. There are no third party beneficiaries to this Agreement.

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

SummerHill Skyline LLC, a California limited liability company

By: SummerHill Homes LLC, a California limited liability company, its manager

By: __________________________
Name: _________________________
Title: __________________________

By: __________________________
Name: _________________________
Title: __________________________

[Signature must be notarized]

CITY

CITY OF SAN BRUNO,
a general law city and California municipal corporation

Jovan D. Grogan, City Manager
[Signature must be notarized]

ATTEST:

Melissa Thurman, City Clerk

APPROVED AS TO FORM:

Marc Zafferano, City Attorney
Exhibit A

Legal Description of the Property
[to be inserted upon recordation of parcel map]
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 a Subdivision 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:

______________________________
[project name to be inserted]

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 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:

_________________________________________    Principal
(SEAL)

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.
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 a Subdivision 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:

__________________________________________________________________________________

[project name to be inserted]

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 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)

By ________________________

(Witness as to Principal)

______________________________
(Address)

______________________________
(Address)

Surety

ATTEST:

Witness to Surety

______________________________
(Address)

Attorney-in-Fact

______________________________
(Address)

If PRINCIPAL is partnership, all partners must execute BOND.

C:\Users\RNorris\Desktop\Agreements 8-29-18\Improvement Agreement - As Sent 8-29-18.DOCX
Page 19 of 21
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 a Subdivision 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:

[project name to be inserted]

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 undertakings 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 here to their names, titles, and signatures.

ATTEST:

__________________________
(SEAL)
__________________________
(Witness as to Principal)
__________________________
(Address)
__________________________
(Address)
__________________________
(Surety)

ATTEST:

Witness to Surety
__________________________
(Address)

Attorney-in-Fact
__________________________
(Address)

If PRINCIPAL is partnership, all partners must execute BOND.
MAINTENANCE AGREEMENT
College Ridge Apartments Development 3300 College Dr., San Bruno, CA. 94066

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ___ day of ____________, 2018 ("Effective Date"), by and between the San Mateo County Community College District ("Developer"), and the CITY OF SAN BRUNO, a general law city and 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 3300 College Drive, San Bruno, CA. 94066 and consisting of approximately two (2) acres of land more particularly described in Exhibit "A" to this Agreement, attached hereto and incorporated herein by reference (the "Property").

B. In connection with its development of the Property, the Developer submitted to the City Improvement Plans for 30 multi-family apartments in two buildings (faculty/staff housing), which include, inter alia, surface improvements and utility installations along the Property frontage ("Plans"), all of which Plans have been approved by the City. The Plans provide for installation of certain public and private improvements including landscaping, street trees, irrigation system, common areas, open space, shared driveways, soundwalls and retaining walls (including those associated with flow through planters), private utility fixtures and private street facilities including sanitary sewer and storm drains laterals and mains, drainage ditches behind walls, curbs, gutters and sidewalks, street surfacing, traffic signing and striping, street lighting, a domestic water system and private and public parkland grounds, equipment and park furniture ("Improvements") situated within and adjacent to the Property on College Road and Street D on a two acre site referred to as Parcel B ("Maintenance Area"). The Improvements and Maintenance Area are more specifically shown on Exhibit "B" to this Agreement, attached hereto and by this reference made a part hereof.

C. On February 27, 2018, the City Council of the City of San Bruno adopted, among other approvals, Resolution No. 2018-27 approving a vesting tentative map for the Skyline College Residential Project, subject to certain conditions of approval ("Conditions") and this Agreement is intended to fully satisfy Condition No.12 in the City's Action of February 12, 2018.
The Developer has submitted a parcel map for the Property, which has been reviewed by the City Engineer and is being approved concurrently with this Agreement ("Parcel Map").

D. The Developer recognizes that the City's approval of the Parcel Map is based on the Developer's commitment to the long-term maintenance, repair, care and, if and when necessary, replacement of the Improvements, and that the Parcel Map would not have been approved without the assurance that this Agreement would be executed by the Developer.

E. 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 Electricity Provider, 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: 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: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas free 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 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 park furniture, sewer and storm drain lateral(s) and mains shall be in compliance with 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 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 containers located adjacent to 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. Lighting maintenance shall include prompt replacement of inoperable light bulbs, repair and replacement of damaged light fixtures and timely payment of electrical costs by Developer to Electricity Provider.

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

h. Any and all chemicals, unhealthy 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, after reasonable notice to Developer and a reasonable opportunity to cure as
described herein, 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 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.

**Required Coverage Limits:**

Commercial General Liability and Property Damage insurance including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an
amount not less than $1,000,000 per occurrence and $2,000,000 annual aggregate; and Property Damage insurance in an amount not less than $1,000,000 per occurrence.

Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than $1,000,000 each person Bodily Injury, $1,000,000 each occurrence Bodily Injury, and $1,000,000 each occurrence Property Damage.

Workers’ Compensation Insurance for all persons whom the Developer or its Contractor may employ in carrying out any Maintenance Services or other activities, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Employers Liability Limit shall not be less than $1,000,000 per accident for bodily injury or disease.

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. Written notice of any assignment shall be provided to the Developer within (30) days of the effective date of the assignment.

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:**
San Mateo County Community College District
3401 CSM Drive
San Mateo CA 94402
Attn: Executive Vice Chancellor

**With a copy to:**
San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402
Attn: Facilities/Maintenance Department

**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.

(SIGNATURES FOLLOW ON NEXT PAGE)
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

DEVELOPER

San Mateo County Community College District,
a community college district formed and existing under the law of the State of California

By: ____________________________
Name: Kathy Blackwood
Title: Executive Vice Chancellor
(Signature must be notarized)

CITY

CITY OF SAN BRUNO,
A general law city and California municipal corporation

______________________________
Jovan D. Grogan, City Manager
[Signature must be notarized]

ATTEST:

______________________________
Melissa Thurman, City Clerk

APPROVED AS TO FORM:

______________________________
Marc Zafferano, City Attorney
Exhibit "A"

Legal Description of Site

Parcel B as shown on the Parcel Map recorded at _____________, San Mateo County Records.
### SURFACE MAINTENANCE OBLIGATION

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### UTILITY MAINTENANCE OBLIGATION

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MAINTENANCE AGREEMENT
Skyline Ridge Single Family Development
3300 College Drive, San Bruno, CA. 94066

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this day of __________, 2018 ("Effective Date"), by and between SummerHill Skyline LLC, a California limited liability company ("Developer"), and the CITY OF SAN BRUNO, a general law city and 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 3300 College Drive, San Bruno, CA 94066 consisting of approximately six (6) acres of land 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 single-family development, the Developer submitted to the City Improvement Plans for public and privately maintained street, sidewalk, curb and gutter, street light, sanitary sewer, storm drain, landscaping, and play structure improvements which include, inter alia, surface improvements and utility installations along the Property frontage ("Plans"), all of which Plans have been approved by the City. The Plans provide for installation of certain sidewalk, curb and gutter, street light, sanitary sewer, storm drain, landscaping, common areas, open spaces, shared driveways, park furniture, BBQ's, soundwalls, retaining walls (including those associated with the flow through planters), drainage ditches behind walls, park improvements, street trees, irrigation, domestic water system, traffic signs, traffic striping and play structure improvements ("Improvements") situated within and adjacent to the development ("Maintenance Area"). The Improvements and Maintenance Area are more specifically shown on Exhibit "B" attached hereto and by this reference made a part hereof.

C. The Developer has submitted a parcel and final map for the Property, which has been reviewed by the City Engineer and is being approved concurrently with this Agreement ("Final Map").
D. The Developer recognizes that the City's approval of the Final Map is based on the Developer's commitment to the long-term maintenance, repair, care and, if and when necessary, replacement of the Improvements, and that the Final Map would not have been approved without the assurance that this Agreement would be executed by the Developer.

E. 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 sewer and storm drain systems up to the nearest existing manholes 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 residential owners shall conform to any requirements of the local collection agency and any applicable local and state standards and regulations.

f. Street light maintenance shall include prompt replacement of inoperable light bulbs, repair and replacement of damaged light fixtures and timely payment of electrical costs to Pacific Gas and Electric.

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

h. 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 and if Developer fails to correct such deficiency within the 30 day time period set forth below. 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 or to commence the correction, remedy or cure of such deficiency if it is incapable of correction, remedy or cure within such 30 calendar day period. 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 recodification of a "Notice of Claim of Lien" against the Property. This lien shall only affect those portions of the Property owned by Developer. 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 recodification 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 mortgagor or beneficiary hereunder 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. No lender taking title to the Property through foreclosure or deed in-lieu shall be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligations of Developer. Any lender who has recorded a deed of trust or mortgage against the Property shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice.

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 this Agreement, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise, but no lender taking title to the Property through foreclosure, deed in-lieu or otherwise shall be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such lender.

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 or the Improvements are removed with the approval of 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 to a homeowners association, and after any such assignment, Developer shall be relieved of its obligations under this Agreement. In connection with any other assignment, the Developer and its assignee shall execute and deliver to the City a written assignment and assumption agreement in a form reasonably acceptable to Developer and 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:**
SummerHill Skyline LLC  
777 S. California Avenue  
Palo Alto, CA 94304  
Attn: Development Manager

**With a copy to:**
SummerHill Skyline LLC  
777 S. California Avenue  
Palo Alto, CA 94304  
Attn: General Counsel

**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.

<table>
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<th>DEVELOPER</th>
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<tr>
<td>SummerHill Skyline LLC, a California limited liability company</td>
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<td>By: SummerHill Homes LLC, a California limited liability company, its manager</td>
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[Signature must be notarized]

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<td>Jovan D. Grogan, City Manager</td>
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[Signature must be notarized]

ATTEST:

| Melissa Thurman, City Clerk |     |

APPROVED AS TO FORM:

| Marc Zafferano, City Attorney |     |
Exhibit "A"

Legal Description of Site

To be inserted upon recordation of parcel map
### Surface Maintenance Obligation

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### Utility Maintenance Obligation

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**NOTE**

WATER LINES ARE OWNED AND MAINTAINED BY THE CITY TO THE METER

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**EXHIBIT B**

**IMPROVEMENT AND MAINTENANCE AREA**

**SKYLINE RIDGE**

3300 COLLEGE DRIVE
SAN BRUNO, SAN MATEO COUNTY, CALIFORNIA
REVISED AUGUST 20, 2018 JOB NO. 20135121 SHEET 1 OF 3
STORMWATER TREATMENT MEASURES
MAINTENANCE AGREEMENT
College Ridge, 3300 College Drive, San Bruno, CA, 94066

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into __________, 20__ ("Effective Date"), by and between the City of San Bruno, a charter city and California municipal corporation ("City") and San Mateo County Community College District, a community college district formed and existing under the law of the State of California ("Property Owner").

RECITALS

A. On November 19, 2015, the California Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2015-0049, 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 Parcel B, 3300 College Dr, 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 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

1. 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 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 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 and Maintenance Checklists 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 R2-2015-0049, 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 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:**
   Name: Kathy Blackwood Ex Vice Chancellor
   Address: 3401 CSM Dr,
   San Mateo, CA 94402
   Phone No: (___) ___-____

   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
San Mateo County Community College District,
a community college district formed and existing under the law of the State of California

By: ______________________
Name: Kathy Blackwood
Title: Executive Vice Chancellor
[Signature must be notarized]

CITY

CITY OF SAN BRUNO,
a general law city and California municipal corporation

________________________
Jovan D. Grogan, City Manager
[Signature must be notarized]

ATTEST:

________________________
Melissa Thurman, City Clerk

APPROVED AS TO FORM:

________________________
 Marek Zafferano, City Attorney
EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

PARCEL B
EXHIBIT B: SITE PLAN OF STORMWATER TREATMENT MEASURES

DATE OF CITY APPROVED DRAWING:
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: 017-080-080, 110, 160
Property Owner: San Mateo County Community College District

II. Contact Information:
Name of person to contact regarding this report: Mitchell Bailey
Phone number of contact person: __________________________ Email: baileym@smccd.edu
Address to which correspondence regarding this report should be directed:
3401 CSM Dr San Mateo CA

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 ______ to _______ project long life

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:

<table>
<thead>
<tr>
<th>Identifying Number of Treatment Measure</th>
<th>Type of Treatment Measure</th>
<th>Location of Treatment Measure on the Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1</td>
<td>Flow Through Planter</td>
<td>Along College Road (see Exhibit B)</td>
</tr>
</tbody>
</table>
V. **Summary of Inspections and Maintenance:**

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

<table>
<thead>
<tr>
<th>Identifying Number of Treatment Measure</th>
<th>Date of Inspection</th>
<th>Operation and Maintenance Activities Performed and Date(s) Conducted</th>
<th>Additional Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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):

<table>
<thead>
<tr>
<th>Inspector Name and Title</th>
<th>Inspector’s Employer and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Kathy Blackwood

Type or Print Name
San Mateo County Community College District

Company Name
3401 CSM Dr San Mateo, CA 94402

Address
Phone number: Email: blackwoodk@smccd.edu
Flow-Through Planter Maintenance Plan for  
Skyline College Faculty/Staff Housing  
February 28, 2018

Project Address and Cross Streets  
3300 College Drive San Bruno, CA 94066

Assessor’s Parcel No.: 017-090-080, 110, 160
Property Owner: ____________________________
Phone No.: ____________________________
Designated Contact: ____________________________
Phone No.: ____________________________
Mailing Address: ____________________________

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.

The property contains 6 flow-through planter(s), located as described below and as shown in the attached site plan:
- Flow-Through Planter No. T1 is located along College Road.

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Routine Maintenance Activities for Flow-Through Planters</th>
<th>Frequency of Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Evaluate health of trees and groundcover. Remove and replace all dead and diseased vegetation.</td>
<td>Twice a year</td>
</tr>
<tr>
<td>2</td>
<td>Maintain vegetation and the irrigation system. Prune and weed to keep flow-through planter neat and orderly in appearance.</td>
<td>As needed</td>
</tr>
<tr>
<td>3</td>
<td>Check that mulch is 3' deep and replenish as necessary. It is recommended that composted arbor mulch be applied once per year to maintain the 3&quot; depth in all bare soil areas except within six inches of tree trunks.</td>
<td>As needed</td>
</tr>
<tr>
<td>4</td>
<td>Check that soil is at appropriate depth. Till or replace soil with the approved biotreatment soil mix as necessary to maintain a minimum of 6 inches between top of mulch and overflow weir.</td>
<td>Before wet season and as necessary</td>
</tr>
<tr>
<td>5</td>
<td>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.</td>
<td>Before wet season and as necessary</td>
</tr>
<tr>
<td>6</td>
<td>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.</td>
<td>Monthly during the wet season, and as needed after storm events</td>
</tr>
</tbody>
</table>
II. Prohibitions

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

III. Mosquito Abatement

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

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

IV. Inspections

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

<table>
<thead>
<tr>
<th>Property Address:</th>
<th>Property Owner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treatment Measure No.:</td>
<td>Date of Inspection:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector(s):</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Defect</th>
<th>Conditions When Maintenance is Needed</th>
<th>Maintenance Needed? (Y/N)</th>
<th>Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)</th>
<th>Results Expected When Maintenance is Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Vegetation</td>
<td>Vegetation is dead, diseased and/or overgrown.</td>
<td></td>
<td>Vegetation is healthy and attractive in appearance.</td>
<td></td>
</tr>
<tr>
<td>2. Soil</td>
<td>Soil too deep or too shallow.</td>
<td></td>
<td>Soil is at proper depth (per soil specifications) for optimum filtration and flow.</td>
<td></td>
</tr>
<tr>
<td>3. Mulch</td>
<td>Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.</td>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>4. Sediment, Trash and Debris Accumulation</td>
<td>Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain as specified.</td>
<td></td>
<td>Sediment, trash and debris removed from flow-through planter and disposed of properly. Planter drains within 3-4 hours.</td>
<td></td>
</tr>
<tr>
<td>5. Clogs</td>
<td>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.</td>
<td></td>
<td>Planter drains per design specifications.</td>
<td></td>
</tr>
<tr>
<td>6. Downspouts and Sheet Flow</td>
<td>Flow to planter is impeded. Downspouts are clogged or pipes are damaged. Splash blocks and rocks in need of repair, replacement or replenishment.</td>
<td></td>
<td>Downspouts and sheet flow is conveyed efficiently to the planter.</td>
<td></td>
</tr>
<tr>
<td>7. Overflow Pipe</td>
<td>Does not safely convey excess flows to storm drain. Piping damaged or disconnected.</td>
<td></td>
<td>Overflow pipe conveys excess flow to storm drain efficiently.</td>
<td></td>
</tr>
<tr>
<td>8. Structural Soundness</td>
<td>Planter is cracked, leaking or falling apart.</td>
<td></td>
<td>Cracks and leaks are repaired and planter is structurally sound.</td>
<td></td>
</tr>
<tr>
<td>9. Miscellaneous</td>
<td>Any condition not covered above that needs attention in order for the flow-through planter to function as designed.</td>
<td></td>
<td>Meet the design specifications.</td>
<td></td>
</tr>
</tbody>
</table>
STORMWATER TREATMENT MEASURES
MAINTENANCE AGREEMENT
3300 College Drive (Skyline Ridge Single Family Development)

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into _________, 20___ ("Effective Date"), by and between the City of San Bruno ("City") and SummerHill Skyline LLC, a California limited liability company, ("Property Owner").

RECITALS

A. On November 19, 2015, the California Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2015-0049, 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 Skyline Ridge, located at 3300 College Drive, 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 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

1. 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. The obligations described herein are binding on all heirs, successors, and assigns of the Property Owner, in accordance with Section 13 below. Without limiting the foregoing, the obligations described herein shall be binding upon any homeowners’ association that assumes the obligations hereunder, even if such association does not hold fee title to the Property or to the parcel upon which the stormwater treatment measures are located. Individual homebuyers will not be obligated to perform the obligations of the Property Owner under this Agreement to the extent such obligations are performed by the homeowners’ association.

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 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
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 and Maintenance Checklists
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 31st of each
calendar 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 R2-2015-0049, 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 no less than 30 days prior 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 actual 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, direct and applicable penalties. 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. Each Property Owner is subject to this Agreement, but only as to the period of time during which that Property Owner held an ownership interest in the Property. Upon the conveyance or other transfer of the Property, each new vesting owner shall become the Property Owner as to Property acquired and each related transferring Property Owner shall (a) remain responsible for all performance obligations under this Agreement that relate to the period of time it was the record owner of the Property transferred and (b) be released from all obligations under this Agreement that arise after its ownership term concludes.

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:**  
SummerHill Skyline LLC  
777 S. California Avenue  
Palo Alto, CA 94304  
(650) 842-2404  
Attn: Development Manager

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.
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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.

22. **Mortgagee Protection.** No breach or default of this Agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against the Property. No lender taking title to the Property through foreclosure or deed in-lieu shall be liable for any defaults or monetary obligations of Property Owner arising prior to acquisition of possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligations of Property Owner. Any lender who has recorded a deed of trust or mortgage against the Property shall have the right, but not the obligation, during the same period available to Property Owner to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City’s notice.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

PROPERTY OWNER

SummerHill Skyline LLC, a California limited liability company

By: SummerHill Homes LLC
    a California limited liability company, its manager
    By: ______________________
    Name: ____________________
    Title: _____________________

By: ______________________
Name: ____________________
Title: _____________________

[Signature must be notarized]

CITY

CITY OF SAN BRUNO,
a charter city and California municipal corporation

Jovan D. Grogan, City Manager

[Signature must be notarized]

ATTEST:

Melissa Thurman, City Clerk

APPROVED AS TO FORM:

Marc Zafferano, City Attorney
Exhibit A – Legal Description to be inserted when available.
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:

II. Contact Information:
Name of person to contact regarding this report:

Phone number of contact person:

Address to which correspondence regarding this report should be directed:

III. Reporting Period:
This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from _______ to _________

IV. Stormwater Treatment Measure Information:
The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the maintenance agreement:

<table>
<thead>
<tr>
<th>Identifying Number of Treatment Measure</th>
<th>Type of Treatment Measures</th>
<th>Location of Treatment Measure on the Property (See Exhibit B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Flow Through Planter</td>
<td>T 2</td>
</tr>
<tr>
<td>3</td>
<td>Flow Through Planter</td>
<td>T 3</td>
</tr>
<tr>
<td>4</td>
<td>Flow Through Planter</td>
<td>T 4</td>
</tr>
<tr>
<td>5</td>
<td>Flow Through Planter</td>
<td>T 5</td>
</tr>
<tr>
<td>6</td>
<td>Flow Through Planter</td>
<td>T 6</td>
</tr>
<tr>
<td>7</td>
<td>Flow Through Planter</td>
<td>T 7</td>
</tr>
</tbody>
</table>
V. Summary of Inspections and Maintenance:

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

<table>
<thead>
<tr>
<th>Identifying Number of Treatment Measures</th>
<th>Date of Inspection</th>
<th>Operation and Maintenance Activities Performed and Date(s) Conducted</th>
<th>Additional Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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):

<table>
<thead>
<tr>
<th>Inspector Name and Title</th>
<th>Inspector's Employer and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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: ____________________
Flow-Through Planter Maintenance Plan for
Skyline College Single Family Residential
February 28, 2018

Project Address and Cross Streets
Cross Streets of Miraluna Dr. and Miraluna Way
Assessor’s Parcel No.: __________________________
Property Owner: _______________________________
Phone No.: __________________________
Designated Contact: __________________________
Phone No.: __________________________
Mailing Address: ______________________________

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.

The property contains 6 flow-through planter(s), located as described below and as shown in the attached site plan:

- **Flow-Through Planter No. T2** is located along College Road.
- **Flow-Through Planter No. T3** is located between lots 8 & 9 at corner of College Drive and College Road.
- **Flow-Through Planter No. T4** is located behind lot 7 along College Drive.
- **Flow-Through Planter No. T5** is located behind lot 3 along College Drive.
- **Flow-Through Planter No. T6** is located behind lots 1 & 2 near site entrance along College Drive.
- **Flow-Through Planter No. T7** is located by lots 24 & 25 along College Drive.

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

<table>
<thead>
<tr>
<th>Table 1</th>
<th>Routine Maintenance Activities for Flow-Through Planters</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No.</strong></td>
<td><strong>Maintenance Task</strong></td>
</tr>
<tr>
<td>1</td>
<td>Evaluate health of trees and groundcover. Remove and replace all dead and diseased vegetation.</td>
</tr>
<tr>
<td>2</td>
<td>Maintain vegetation and the irrigation system. Prune and weed to keep flow-through planter neat and orderly in appearance.</td>
</tr>
<tr>
<td>3</td>
<td>Check that mulch is 3” deep and replenish as necessary. It is recommended that composted arbor mulch be applied once per year to maintain the 3” depth in all bare soil areas except within six inches of tree trunks.</td>
</tr>
<tr>
<td>4</td>
<td>Check that soil is at appropriate depth. Till or replace soil with the approved biotreatment soil mix as necessary to maintain a minimum of 6 inches between top of mulch and overflow weir.</td>
</tr>
</tbody>
</table>

Updated 8/13/18
<table>
<thead>
<tr>
<th></th>
<th>Action</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>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.</td>
<td>Before wet season and as necessary</td>
</tr>
<tr>
<td>6</td>
<td>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.</td>
<td>Monthly during the wet season, and as needed after storm events</td>
</tr>
</tbody>
</table>

Updated 8/13/18
Table 1  
Routine Maintenance Activities for Flow-Through Planters

<table>
<thead>
<tr>
<th></th>
<th>Activity Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Inspect downsputs to lot drainage lines and sheet flow from paved areas to ensure flow to flow through planter is unimpeded. Remove debris and repair damaged pipes. Check splash blocks or rocks and repair, replace and replenish as necessary.</td>
<td>Monthly during the wet season, and as needed after storm events</td>
</tr>
<tr>
<td>8</td>
<td>Inspect overflow pipe to ensure that it will safely convey excess flows to storm drain. Repair or replace any damaged or disconnected piping.</td>
<td>Before the wet season, and as necessary</td>
</tr>
<tr>
<td>9</td>
<td>Inspect flow-through planter to ensure that box is structurally sound (no cracks or leaks). Repair as necessary.</td>
<td>Annually</td>
</tr>
<tr>
<td>10</td>
<td>Inspect flow-through planter using the attached inspection checklist.</td>
<td>Monthly, or after large storm events, and after removal of accumulated debris or material</td>
</tr>
</tbody>
</table>

II. Prohibitions

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

III. Mosquito Abatement

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

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

IV. Inspections

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

<table>
<thead>
<tr>
<th>Property Address:</th>
<th>Property Owner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treatment Measure No.:</td>
<td>Date of Inspection:</td>
</tr>
<tr>
<td>Inspectors(s):</td>
<td>Type of Inspection: Monthly, After heavy runoff, Pre-Wet Season, End of Wet Season Other:</td>
</tr>
</tbody>
</table>

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

Flow-Through Planter Maintenance Plan
RECORDING REQUESTED BY
AND WHENRecorded MAIL TO:

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

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

AGREEMENT FOR DEDICATION OF REAL PROPERTY
FOR PARK AND RECREATIONAL USES

This agreement for dedication of real property for park and recreational use ("Agreement") is made and entered into this ___ day of ______ 2018 ("Effective Date"), by and between the San Mateo County Community College District ("District"), a community college district formed and existing under the laws of the State of California, and the City of San Bruno, a general law city and California municipal corporation ("City") (collectively "the Parties).

RECITALS

A. On February 27, 2018, the City Council of the City of San Bruno adopted, among other approvals, Resolution No. 2018-28, approving a Planned Development Permit for the Skyline College Residential Project, subject to certain conditions of approval ("Conditions").

B. The Conditions require that San Mateo County Community College District and SummerHill Homes LLC or successors and assigns ("SummerHill", together with the District, are collectively "Developer") construct specified open space and parks improvements. This includes an outdoor fitness park on the Skyline College campus to be constructed by the District, accessible to the public, and maintained by the District, to satisfy the requirements of San Bruno Municipal Code 12.44.140.

C. District is the current fee owner of approximately 0.29 acres of certain real property located within the City of San Bruno, County of San Mateo, State of California, located on the Skyline College Campus, as generally shown on Exhibit A and more particularly described and shown in Exhibit B to the Agreement attached hereto (the "Parkland Property").

D. District shall dedicate a Public Park Easement over the Parkland Property for public use to be used for park and recreational purposes and pursuant to this dedication, District shall install and maintain a fitness park (the "Fitness Park") on the Parkland Property, as more particularly described on Exhibit B to this Agreement attached hereto, and subject to the terms set forth herein.

E. The Conditions require that improvement plans for the Fitness Park shall be submitted at the time of Building Permit Application and, owing to the need for further agency review of the
plans for the Fitness Park by the Department of State Architecture, improvement plans for the Fitness Park will not be ready for submission to the City at the anticipated time of Building Permit Application.

F. The Parties desire to enter this Agreement, which will provide substantial public benefit to District and City, and which will memorialize the dedication of the Parkland Property pursuant to the terms set forth in this Agreement.

G. Under terms of the Purchase and Sale Agreement and Amendment No. 6 to that Agreement between District and SummerHill ("PSA"), SummerHill has the right to holdback park fee funding in an escrow account funded by SummerHill on the terms and conditions set forth in the PSA. If, for whatever reason (delayed construction, non-issuance of building permits, occupancy permits, etc.), SummerHill uses the holdback to pay the parkland fees for SummerHill's single family project, the City will hold that payment until the District completes construction of the Fitness Park. The fee shall be paid prior to issuance of a building permit for the Single-Family Portion of the Skyline College Residential Project. The fee shall be calculated according to the following formula: (a) the total area of park land otherwise required to be dedicated pursuant to paragraph C, multiplied by (b) the purchase price, on a per-acre basis, of the Single-Family Portion of the Skyline College Residential Project set forth in the PSA. The City shall release the funds upon satisfactory completion and final inspection of the Fitness Park.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants herein, the Parties agree as follows:

AGREEMENT

1. DEDICATION OF PARKLAND

1.1 Dedication. District hereby dedicates, and City hereby accepts the dedication of, the Parkland Property, as more particularly described and depicted on Exhibit B with a metes and bounds diagram in Exhibit D, as a Public Park Easement for park and recreation uses. Pursuant to this dedication, District will install and maintain the Fitness Park on the Parkland, as generally depicted and described on Exhibit B to this Agreement and as described in Section 2 of this Agreement.

1.1.1 The Parties acknowledge that the Parkland Property is reasonably adapted for use for park and recreational purposes, taking into consideration such factors as size, shape, topography, geography, access and location.

1.1.2 The Parties acknowledge that the Fitness Park facilities proposed for the Parkland Property are consistent with the City's General Plan and Municipal Code.

1.2 Recordation. Once recorded, this Agreement shall operate as an open space covenant that: (a) runs with the Parkland Property; (b) cannot be modified or eliminated without the consent of the City; and (c) restricts the use of the Parkland Property for park and recreational purposes. A public access easement shall be shown over the Parkland Property on the parcel map.
2. IMPROVEMENTS AND MAINTENANCE OF IMPROVEMENTS

2.1 **Fitness Park.** District will install on the Parkland Property a Fitness Park that will be open to the public at reasonable hours and under reasonable conditions in general conformance with hours of use for City of San Bruno parks to be mutually agreed to by the City and District. The Fitness Park will be located in the vicinity of the existing track and soccer field located at Skyline College within the confines of the developed Skyline College Campus, as depicted in Exhibit B to this Agreement.

2.2 **Fitness Park Design and Equipment.** District shall be solely responsible for designing the Fitness Park, subject to Department of State Architect (DSA) specifications and approval. District shall design, construct and maintain the Fitness Park such that it offers, in the reasonable judgment of the District, a full body workout for users and includes at least one fitness machine that is handicapped accessible. The Fitness Park shall include multiple fitness stations and items of exercise equipment, as set forth in section 2.2.1, 2.2.2, and shown on Exhibit C, to this Agreement attached hereto (collectively, "Fitness Equipment"), and as approved by DSA. The District reserves the right to substitute any item of Fitness Equipment for reasonable alternative or replacement equipment, based on use, availability, safety, reliability, expense, unanticipated circumstances, and or other reasonable considerations, provided that the number of pieces of Fitness Equipment in the Fitness Park does not fall below the number required in Section 2.2.1 of this Agreement. Owing to the need for further agency review of the plans and specifications for the Fitness Park, the parties understand and agree that the District will submit the improvement plans for the Fitness Park to the City upon approval by DSA. To meet Condition of Approval #30, the City will accept this Parkland Agreement to be the "Improvement Plans" discussed in Condition #30.

2.2.1 The Fitness Park will include the following Fitness Equipment: (i) warm-up equipment including a shoulder and stretch warmup, recumbent bike and arm cycle, sitting rotator machine for abdominal stretch, and a vertical ladder for abdominal workout and stretch; (ii) elliptical cross trainer; (iii) combination press pull with chest press and lat pull; (iv) Tai Chi spinner or similar device which is handicapped accessible; (v) leg press with two stations based on body weight resistance; and (vi) rowing machine.

2.2.2 The Fitness Equipment will be surface mountable and secured in safety surfacing. It will have instruction decals that explain how to use the Fitness Equipment and warning decals that specify maximum weight and warn users to keep children under the age of 13 outside of the equipment training envelope. The Fitness Equipment will comply with ASTM F3101 safety standards, or similar prevailing safety standards, that cover proper design, manufacturing, installation, maintenance, and other practices for outdoor public fitness equipment.

2.3 **Bike Rack.** District will provide and maintain a publicly accessible bike rack within, or within a reasonable proximity of the Parkland Property and this bike rack will have capacity to accommodate at least 3 bicycles at any one time.
2.4 **Signage.** District will provide and maintain appropriate signage for the Fitness Park consistent with the District's current practices for providing signage at its facilities and shall, at City's request, indicate Skyline College/City of San Bruno Fitness Park or a similar designation mutually acceptable to City and District.

2.5 **Maintenance.** District, at its own expense, shall inspect, repair and maintain the fitness equipment and passageways to the equipment and will replace the equipment with the same or reasonably equivalent product, subject to section 2.2 of this Agreement, as needed in perpetuity.

2.6 **Trail.** The District, at its own expense, will also provide, maintain, and replace, as necessary, a decomposed granite path that leads from College Road to the Sweeney Ridge Trail near the Facilities Maintenance Building on the Skyline College campus, as generally shown on Exhibit A to this Agreement.

2.7 **Satisfaction of City Requirements.** In the event that the Parkland Property improvements provided for in this Agreement are constructed, the District shall have no obligation to pay any in-lieu fee for park and recreational purposes under Section 12.44.140 of the City's Municipal Code.

3. **GENERAL PROVISIONS**

3.1 **Construction of Language.** In all cases, the language in this Agreement shall be construed according to its fair meaning and not strictly for or against City or District.

3.2 **Merger Clause.** This Agreement, including its Exhibits, constitutes the sole agreement of the Parties and correctly states the rights, duties, and obligations of each party. Any prior agreement, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.

To the District:  
San Mateo County Community College District  
3401 CSM Drive  
San Mateo CA 94402  
Attn: Executive Vice Chancellor

With a copy to:  
San Mateo County Community College District  
3401 CSM Drive  
San Mateo, CA 94402  
Attn: Facilities/Maintenance Department

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

3.3 **Severability.** If any provision, covenant or condition of this Agreement or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and will be valid and enforceable.

3.4 **Controlling Law; Venue.** The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued in the San Mateo County Superior Court.

3.5 **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.

3.6 **Acceptance of Park Fees.** City acknowledges SummerHill's right to pay parkland fees from the separate escrow account referenced in Recital G, and SummerHill shall be an intended third-party beneficiary of this Agreement with full right to enforce this Agreement, including SummerHill's right to pay parkland fees from the separate escrow account referenced in Recital G.

3.7 **Mortgagee Protection.** Nothing herein shall be interpreted to render invalid any deed of trust or mortgage on any property subject to this Agreement.

3.8 **Indemnification.** The District 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 District, or the District's contractors, subcontractors, agents or employees, including, but not limited to, the performance of maintenance services or other activities. Notwithstanding the forgoing, the District 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.
3.9 **Insurance.** The District shall obtain and deliver to the City, at no cost to the City, certificates of 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 operation and maintenance Services of the Fitness Park and other Activities by (i) the District or (ii) any contractor or subcontractor directly or indirectly employed by the District to perform any 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 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 District shall not permit any contractor or subcontractor to commence or continue performing Services or other Activities until the certificates or any substitute certificates have been approved by the City's Risk Manager.

**Required Coverage Limits:**

Commercial General Liability and Property Damage insurance including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than $1,000,000 per occurrence and $2,000,000 annual aggregate; and Property Damage insurance in an amount not less than $1,000,000 per occurrence.

Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than $1,000,000 each person Bodily Injury, $1,000,000 each occurrence Bodily Injury, and $1,000,000 each occurrence Property Damage.

Workers’ Compensation Insurance for all persons whom the District or its Contractor may employ in carrying out any Maintenance Services or other activities, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Employers Liability Limit shall not be less than $1,000,000 per accident for bodily injury or disease.
IN WITNESS WHEREOF, City and District have executed this Agreement through their officers or representative thereunto duly authorized as of the day and year first above written.

CITY OF SAN BRUNO
By: ____________________________
Its: City Manager__________________
Date: ____________________________

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
By: ____________________________
Its: Executive Vice Chancellor________
Date: ____________________________

APPROVED AS TO FORM:

Marc Zafferano, City Attorney

APPROVED AS TO FORM:

John Nibbelin, Attorney for District

ATTEST:

Melissa Thurman, City Clerk
FITNESS PARK

NOTE: TOTAL AREA OF FITNESS PARK IS APPROXIMATELY .29 ACRES

FITNESS STATION ENLARGEMENT:
COMBO PRESS AND PULL
NOTE: EACH FITNESS STATION HAS DIFFERENT CLEARANCE ZONES

SAFETY SURFACE: ALL ROUTES AND EQUIPMENT ARE ACCESSIBLE

FITNESS PARK AT TRACK
SCALE: AS SHOWN
08/21/18
FITNESS EQUIPMENT AVAILABLE THROUGH TRI AMERICA

ROWING MACHINE

COMBO PRESS-PULL MACHINE

ELLiptical MACHINE

TAI CHI SPINNER

LEG PRESS MACHINE

WARM UP STATION

SAFETY SURFACING FOR FITNESS STATIONS AND PATHS TO STATIONS

TRIO BIKE RACK

DECOMPOSED GRANITE FOR GGNRA TRAIL CONNECTION
SKYLINE FITNESS PARK METES AND BOUNDS

PUBLIC PARK EASEMENT
Point of Beginning:
North: 2057855.88159'  East: 5993307.21967'

Segment #1 : Line
Course: N56°34'06"E  Length: 35.51'
North: 2057875.44554'  East: 5993336.85431'

Segment #2 : Curve
Length: 294.04'  Radius: 133.00'
Delta: 126°40'23"  Tangent: 264.86'
Chord: 237.71'  Course: N30°31'18"E
Course In: N03°51'30"E  Course Out: N57°11'07"E
RP North: 2058008.14409'  East: 5993345.80385'
End North: 2058080.21777'  East: 5993457.57870'

Segment #3 : Line
Course: N32°48'53"W  Length: 108.62'
North: 2058171.50499'  East: 5993398.71490'

Segment #4 : Line
Course: N57°51'00"E  Length: 23.40'
North: 2058183.95701'  East: 5993418.52669'

Segment #5 : Line
Course: S32°09'17"E  Length: 108.03'
North: 2058092.49730'  East: 5993476.02106'
Segment #6 : Curve

Length: 194.58'  Radius: 160.00'
Delta: 069°40'48"  Tangent: 111.37'
Chord: 182.81'  Course: S02°41'87"W
Course In: S57°50'43"W  Course Out: S52°28'29"E
RP North: 2058007.34412'  East: 5993340.56282'
End North: 2057909.88804'  East: 5993467.45645'

Segment #7 : Line

Course: S37°31'31"W  Length: 48.71'
North: 2057871.25688'  East: 5993437.78663'

Segment #8 : Curve

Length: 133.06'  Radius: 102.00'
Delta: 074°44'27"  Tangent: 77.90'
Chord: 123.82'  Course: S74°53'44"W
Course In: N52°28'29"W  Course Out: S22°15'57"W
RP North: 2057933.38624'  East: 5993356.89199'
End North: 2057838.99194'  East: 5993318.24431'

Segment #9 : Line

Course: N33°08'54"W  Length: 20.16'
North: 2057855.87106'  East: 5993307.22065'

Perimeter: 966.11'  Area: 12508.33 Sq. Ft.
Error Closure: -0.01058  Course: S05°19'57"E
Error North: -0.010531  East: 0.000983

Precision 1: 84004.73
AFFORDABLE HOUSING AGREEMENT
SKYLINE COLLEGE RESIDENTIAL PROJECT
3300 College Drive, San Bruno, CA 94066

THIS SKYLINE COLLEGE RESIDENTIAL PROJECT AFFORDABLE HOUSING AGREEMENT (the "Agreement") is made and entered into in the City of San Bruno on the ____ day of ______________ 2018 (the "Effective Date"), by and among the City of San Bruno, a municipal corporation ("City") and San Mateo County Community College District, a California Community College District ("Owner") and SummerHill Skyline LLC, a California Limited Liability Company (the "Single-Family Developer").

RECITALS

A. Owner is the fee owner of certain real property located at 3300 College Drive in the City of San Bruno, commonly known as the Surplus Parcel B, consisting of approximately 8.0 acres, designated at Assessor’s Parcel Number 017-080-160 described in Exhibit A, attached hereto and incorporated herein by reference ("Property").

B. Owner and Single-Family Developer have applied to the City for various approvals in order to construct a seventy-unit (70) residential development (the "Skyline College Residential Project") on the Property with associated roadways, landscape, utilities, and common open space. The Skyline College Residential Project consists of two components. Owner intends to construct a faculty/staff rental housing project consisting of thirty (30) housing units in two fifteen-unit buildings on a two-acre portion of the Property (the "Multi-Family Project"), and to sell the remaining six-acre portion of the Property to the Single-Family Developer for the development of forty (40) single-family homes (the "Single-Family Project").

C. On February 27, 2018, the San Bruno City Council approved the following entitlements for the Skyline College Residential Project: a General Plan Amendment, a Planned Development District, a Vesting Tentative Map, two Planned Development Permits, and an All-Way Stop Sign on College Drive to allow the construction of Multi-Family Project and Single-Family Project subject to certain conditions of approval.

D. Consistent with Section 12.230 of the San Bruno Municipal Code, Affordable Housing Program, which requires new residential developments with five (5) or more housing units to provide affordable housing within the development and/or pay an affordable housing
impact fee, the conditions of approval for the Vesting Tentative Map and the Planned Development Permits ("Conditions of Approval") require Owner to provide a minimum of fifteen percent (15%) of total housing units for the Skyline College Residential Project as affordable to low and moderate income households and to pay an impact fee to City.

E. To accommodate the Owner and the Single-Family Developer's phasing schedule, the Conditions of Approval permit the affordable housing obligation for the entire Skyline College Residential Project (i.e., both the Single-Family Project and the Multi-Family Project components of the Skyline College Residential Project) to be met by Owner providing a minimum of eleven (11) affordable units entirely within the Multi-Family Project, and by Owner's payment of an affordable housing impact fee equal to the affordable housing gap for one "very low" income unit to City.

F. Under the authority provided under Section 12.230.080 of the San Bruno Municipal Code, the City Council has determined that a modified timing requirement for the production of the required affordable units as set forth in this Agreement will provide a greater public benefit than the standard requirement by enabling production of affordable housing that will support Skyline College's educational mission in addition to the City's housing goals.

G. This Agreement is intended to be the "Affordable Housing Agreement" referenced in the Conditions of Approval.

AGREEMENT

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

1. In full and final satisfaction of Owner's and Single-Family Developer's obligation to provide affordable housing pursuant to the Conditions of Approval, Section 12.230 of the San Bruno Municipal Code, the City Housing Element and any other local ordinance, regulation or law now or hereafter enacted, Owner shall perform the following:

2. Affordability Covenants. Owner covenants that Owner shall make available a minimum eleven (11) housing units (equal to fifteen percent (15%) of the seventy (70) units developed on the Property) within the 30-unit Multi-Family Project as affordable (singularly, an "Affordable Unit," and collectively, the "Affordable Units"). In addition, Owner shall pay an affordable housing impact fee of Three Hundred Twenty Thousand Dollars ($320,000.00), as follows (the "Affordability Covenants"):  

2.1 Moderate Income Units. Five (5) of the eleven (11) Affordable Units shall be affordable for persons or households earning up to one hundred twenty percent (120%) of the area median income ("AMT") pursuant to San Mateo County Department of Housing 2018 Income Limits (as defined by HUD and the State of California, and as annually adjusted) at an "affordable rent" (as defined in Health & Safety Code section 50053); and

Skyline College Residential Project Affordable Housing Agreement

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2.2 Low Income Units. Six (6) of the eleven (11) Affordable Units shall be affordable to persons and households earning up to eighty percent (80%) of the AMI pursuant to San Mateo County Department of Housing 2018 Income Limits (as defined by HUD and the State of California Health & Safety Code section 50079.5, and as annually adjusted) at an "affordable rent" (as defined in Health & Safety Code section 50053).

2.3 Affordable Housing Impact Fee. Owner shall pay to City, and City shall accept from Owner, the total sum of Three Hundred Twenty Thousand Dollars ($320,000.00) (the "Affordable Housing Impact Fee"), which Affordable Housing Impact Fee shall be used by City for affordable housing purposes. The Affordable Housing Impact Fee shall be paid to City in one installment in immediately available funds, prior to the issuance of a building permit for construction of either the Single-Family Project or the Multi-Family Project. City's inadvertent issuance of a building permit prior to payment of Affordable Housing Impact Fee shall not operate as a waiver of any of Owner's obligations herein, including the requirement to timely pay such Affordable Housing Impact Fee. Any due and unpaid Affordable Housing Impact Fee shall accrue interest from the date of building permit issuance to the date of payment at a rate of seven percent (7%) per annum, compounded annually.

2.4 Timing for Construction of Affordable Units.

(a) Subject to Section 2.5 below, the City may not issue building permits for more than fifty percent (50%) (twenty (20) housing units) of the Single-Family Project until the Owner has obtained building permits for at least six (6) Affordable Units within the Multi-Family Project.

(b) Subject to Section 2.5 below, the City may not approve any final inspections or certificates of occupancy for more than fifty percent (50%) (twenty (20) housing units) of the Single-Family Project until the Owner has designated all eleven (11) Affordable Units within the Multi-Family Project in accordance with this Agreement, and the City has approved the eleven (11) Affordable Units for occupancy within the Multi-Family Project.

(c) In no event may the City issue building permits for more than fifty percent (50%) (fifteen (15) housing units) of the Multi-Family Project until the Owner has obtained building permits for eleven (11) Affordable Units within the Multi-Family Project, nor may the City approve any final inspections or certificates of occupancy for more than fifty percent (fifteen (15) housing units) of the Multi-Family Project until the Owner has designated all eleven (11) Affordable Units within the Multi-Family Project in accordance with this Agreement, and the City has approved the eleven (11) Affordable Units for occupancy within the Multi-Family Project.

2.5 Single-Family Project.

(a) Although the Single-Family Developer is not obligated to pay any affordable housing impact fees under Section 12.230.040 of the City of San Bruno Municipal Code because the Single-Family Project's affordable housing obligations will be satisfied through provision of the Affordable Units in the Multi-Family Project, the City acknowledges and agrees that if at any time, the terms of Section 2.4(a) of this Agreement prevents, or within
thirty (30) days will prevent, issuance of any building permits for the Single-Family Project, or if the terms of Section 2.4(b) prevent, or within thirty (30) days will prevent the approval of any final inspections or the issuance of any certificates of occupancy for the Single-Family Project, then in either such case the Single-Family Developer may elect in its sole discretion to pay to the City a residential impact fee for the Skyline College Residential Project calculated pursuant to Section 12.230.040 of the City of San Bruno Municipal Code (the "Project Impact Fee"). The Project Impact Fee equals Three Million Four Hundred Ninety Two Thousand Five Hundred Eighteen Dollars ($3,492,518).

(b) After payment of the Project Impact Fee, the issuance of any building permits, certificates of occupancy or final inspections for the Single Family Project shall no longer be linked or tied in any manner to the issuance of building permits, certificates of occupancy or final inspections with respect to the Affordable Units or the Multi-Family Project.

(c) The City agrees that the Project Impact Fee will be held and maintained by the City, and that once certificates of occupancy for the eleven (11) designated Affordable Units have been issued within the Multi-Family Project and the Affordable Housing Impact Fee has been paid by Owner, then City shall, within thirty (30) days after the certificates of occupancy have been issued, refund the entire amount of the Project Impact Fee to the Owner or its designee.

(d) If the Owner has not obtained building permits and commenced construction of the Multi-Family Project by the one year after the effective date of the Conditions of Approval (April 15, 2019), or if the Owner has not completed construction of the Multi-Family Project including all eleven (11) Affordable Units by three (3) years after issuance of the first building permit for the Multi-Family Project, the City will refund the portion of the Project Impact Fee attributable to the Multi-Family Project (Seven Hundred Thirty Thousand Eight Hundred Fifty Dollars ($730,850)) to the Owner or its designee and keep the balance of the fee for uses consistent with the purpose for which the fee was collected.

(e) The City, Owner and Single-Family Developer acknowledge and agree that the provisions of this Section 2.5 are solely for the benefit of the City and the Single-Family Developer and in no way waive, reduce, or otherwise modify Owner's obligation to provide eleven (11) Affordable Units within the Multi-Family Project as required by the Conditions of Approval.

2.6 Owner and Single-Family Developer acknowledge and agree that the Conditions of Approval provided adequate and proper notice pursuant to Government Code Section 66020 of Owner and Single-Family Developer's rights to protest the Affordable Housing Impact Fee, the Project Impact Fee, or the eleven (11) designated Affordable Units, that no protest in compliance with Section 66020 was made within ninety (90) days of the date that notice was given, and that the period has expired in which any party may protest the Affordable Housing Impact Fee, the Project Impact Fee, or the eleven (11) designated Affordable Units.
3. **Term.**

3.1 Owner hereby agrees that the Affordability Covenants as described in Section 2 above shall be effective as of the date the final certificate of occupancy is issued for the Multi-Family Project, and shall remain in effect until the fifty-fifth (55th) anniversary of said date (the "Initial Term").

3.2 The Initial Term plus any time needed to account for the Extension Period (as defined in Section 4.6(b)) shall equal the "Term." Unless otherwise approved by the City Council, the Term shall equal no less than fifty-five years of Affordable Units being made available at affordable rents pursuant to the Affordability Covenants described in Section 2.

4. **Management of Affordable Units**

4.1 **Recertification.** Annually, on July 1 of each year, Owner shall re-certify the low and moderate income qualifications of the lessee in accordance with the requirements set forth below. If, upon recertification, Owner determines that the gross income of the lessee has risen above the then in-effect allowable income, Owner may, in its sole election, exercise one of the following three (3) options to ensure continued compliance with the requirements of this Agreement: (i) Owner may identify another unit to replace the Affordable Unit with said new unit and its existing lessee(s) becoming subject to the requirements of this Agreement, thereby allowing Owner to maintain the tenancy of the formerly qualified lessee; (ii) Owner may identify a vacant unit to replace the Affordable Unit with said new unit being maintained available and affordable to a new income-qualifying lessee, thereby allowing Owner to maintain the tenancy of the formerly qualified lessee; or (iii) Owner may terminate the tenancy of the formerly qualified lessee and make the Affordable Unit available and affordable to a new income-qualifying lessee.

4.2 **Maintenance of Multi-Family Project.** During the Term, the Multi-Family Project shall at all times be maintained to include a rental apartment community of thirty (30) units, restricting the units as set forth in Section 2, above. The Multi-Family Project shall at all times be maintained in a neat and orderly condition consistent with good management practices and in accordance with all applicable Federal, State and local laws. Owner shall not permit any public or private nuisance to be maintained on the Multi-Family Project. Owner shall ensure that the Multi-Family Project is maintained in accordance with the following:

(a) Interior and exterior paint shall be maintained in a neat and attractive condition;

(b) All fixtures and appurtenances shall be maintained in good working order, including, but not limited to, the following: windows and doors, landscaping, kitchen appliances, electrical, plumbing and heating equipment;

(c) Exterior areas shall be maintained to keep grounds free of litter, trash and paper. Parking areas shall be maintained in good repair and free from dirt and litter. Common areas such as hallways and laundry rooms will be swept and cleaned as frequently as necessary and kept free of trash and other debris. Garbage removal will be effected through arrangements with a contractor. The trash areas will be swept and scrubbed with disinfectant as
necessary. Extermination services will be contracted with to provide a high level of sanitation and cleanliness; and

(d) Landscape areas shall be maintained in an attractive and healthy condition.

4.3 Compliance. In order to ensure compliance with this Agreement, each of the following shall occur:

(a) Owner and its successors shall ensure that each lessee occupying an Affordable Unit on the Multi-Family Project executes under penalty of perjury an income verification and information form ("Income Verification and Information Form"), in a form reasonably acceptable to the City, certifying the lessee's income. Affordable Units will be leased only to lessees who have incomes qualifying under the Affordability Covenants set forth herein.

(b) Owner and its successors shall obtain a copy of the federal income tax return for each lessee occupying an Affordable Unit for the taxable year immediately preceding such lessee's initial occupancy in the Project or, if a lessee occupying an Affordable Unit certifies that he or she did not file or did not retain a copy of such tax return, other satisfactory evidence of income for such year, such, as wage statements or employer records.

(c) Annually, Owner and its successors shall have and make available for the City to review copies of said executed Income Verification and Information Forms with respect to each lessee occupying an Affordable Unit along with a summary for the applicable year signed by Owner or its successor, certifying compliance with the provisions of this Agreement under penalty of perjury.

(d) To certify the compliance of Owner or its successor with these provisions, the City shall have a right to inspect the books and records pertaining to such matters of the then owner(s) or operator(s) of the Multi-Family Project.

4.4 Occupancy Report. Annually on July 15th of every year this Agreement is in effect, Owner shall submit an Occupancy Report on the status of the Affordable Units at the faculty/staff housing. The form of the Occupancy Report shall be in the discretion of Owner, so long as the Occupancy Report contains, at a minimum, the following items:

(a) Total number of units in the faculty/staff housing that are occupied;

(b) Total number of units in the faculty/staff housing that are vacant;

(c) Total number of units that are occupied by persons or households earning 120% of the AMI; and

(d) Total number of units that are occupied by persons or households earning 80% of the AMI.
4.5 Nondiscrimination and Nonsegregation Requirements.

(a) Obligation to Refrain from Discrimination. There shall be no
discrimination against or segregation of any person, or group of persons, on account of any basis
listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are
defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of
Section 12955, and Section 12955.2 of the Government Code, or on the basis of domestic
partnership status or arrangement, in the sale, lease, sublease, transfer, use, occupancy, tenue or
enjoyment of the Multi-Family Project; nor shall Owner, itself or any person claiming under or
through it, establish or permit any such practice or practices of discrimination or segregation
with reference to the selection, location, number, use or occupancy of tenants, lessees,
subtenants, sublessee or vendees of the Multi-Family Project. This covenant shall remain in
effect without limitation as to time.

Notwithstanding the immediately preceding paragraph, with respect to
familial status, the immediately preceding paragraph shall not be construed to apply to housing
for older persons, as defined in Section 12955.9 of the Government Code. With respect to
familial status, nothing in the immediately preceding paragraph shall be construed to affect
Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for
senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and
subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the
immediately preceding paragraph.

(b) Form of Nondiscrimination and Nonsegregation Clauses. Owner
agrees that the covenants set forth in this subsection (b) shall bind the Owner, for itself and its
successors and assigns, and all subsequent holders of any interest in the Multi-Family Project.
The covenants set forth in this subsection (b) shall be covenants running with the land and shall
consist of the following:

(i) In deeds: "The grantee herein covenants by and for itself,
its successors and assigns, and all persons claiming under or through them, that there shall be no
discrimination against or segregation of; any person or group of persons on account of any basis
listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are
defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of
Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease,
transfer, use, occupancy, tenue, or enjoyment of the premises herein conveyed, nor shall the
granter or any person claiming under or through the grantee, establish or permit any such
practice or practices of discrimination or segregation with reference to the selection, location,
number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises
herein conveyed. The foregoing covenants shall run with the land."

"Notwithstanding the immediately preceding paragraph, with
respect to familial status, the immediately preceding paragraph shall not be construed to apply to
housing for older persons, as defined in Section 12955.9 of the Government Code. With respect
to familial status, nothing in the immediately preceding paragraph shall be construed to affect
Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for
senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and

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subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph."

(ii) In leases: "The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

"Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph."

(iii) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

"Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph."
(c) **Effect and Duration of Nondiscrimination and Nonsegregation Requirements.** The foregoing provisions shall remain in effect in perpetuity and shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

4.6 **Events of Default; Enforcement.**

(a) In the event of a default in the performance or observance of any covenant, agreement or obligation as set forth in this Agreement, and, if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the City, or such longer period as may be approved by the City in writing in its sole discretion, then the City may declare that an Event of Default has occurred hereunder and may take any one or more of the following steps, at its option:

(i) By mandamus or other suit, action or proceeding at law or in equity, require Owner or its successors in interest to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder; and

(ii) Take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and agreements hereunder.

(b) In addition to the remedies described in subsections (a)(i) and (ii) above, Owner’s failure to make any or all of the Affordable Units available at affordable rent for a period of thirty (30) consecutive days at any point during the Term and for any reason (including, without limitation, damage or destruction to the Multi-Family Project that renders the Affordable Units uninhabitable) shall automatically extend the Term on a day for day basis equal to the amount of time the Affordable Units were not available for rent (the "Extension Period"). If the Affordable Units are damaged, destroyed, or otherwise unavailable to be rented as required by this Agreement, Owner may apply to the City Council, and the City Council may approve, in its sole discretion, an alternative means of compliance with this Agreement. For purposes of this Section 4.6(b), an "alternative means of compliance" may include provision of off-site Affordable Units at a location approved by the City Council for the remainder of the Term or the payment of an affordable housing impact fee acceptable to the City Council in accordance with the relevant then-existing provisions of the San Bruno Municipal Code.

(c) No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

4.7 **Amendments.** This Agreement may only be amended in writing by an instrument signed by the authorized representative of the City or it successor in interest and the then record owner or owners of the Multi-Family Project.
5. Release of this Agreement.

5.1 Within thirty (30) days following issuance of a final certificate of occupancy for the eleventh (11th) Affordable Unit in the Multi-Family Project or satisfaction of the conditions in Section 2.5(a) of this Agreement, City shall execute and record a Termination of Affordable Housing Obligations, in the form attached hereto as Exhibit B, against the portion of the Property containing the Single-Family Project evidencing Owner's satisfaction of its obligations to make Affordable Units in the Multi-Family Project available under this Agreement, releasing the Single-Family Developer from this Agreement, and releasing this Agreement as an encumbrance to title for the applicable portion of the Property developed as the Single-Family Project.

5.2 Upon expiration of the Term, City shall execute and record a Termination of Affordable Housing Obligations, in the form attached hereto as Exhibit B, against the Property and the Multi-Family Project evidencing Owner's satisfaction under this Agreement and releasing this Agreement as an encumbrance to title for the Multi-Family Project within thirty (30) days following written request from the Owner, if at the time the Owner is in compliance with all terms of this Agreement.

6. Agreement Runs with the Land. This Agreement shall be recorded together with any Final Map and will have priority over the liens of all deeds of trust, mortgages and other financing instruments encumbering the Project site. This Agreement shall be a covenant running with the land and shall inure to the benefit of City and its successors and assigns from the Effective Date until all affordable housing obligations in this Agreement have satisfied. The covenants contained in this Agreement shall be binding upon Owner and any successor in interest as owner of fee title to all or any portion of the Property, unless released as provided in Section 5.1 of this Agreement. This Agreement shall run with the Single-Family Project and the provisions hereof that benefit and bind the Single-Family Developer shall inure to the Single-Family Developer and its successors and assigns, until the Single-Family Project is released as provided in Section 5.1 of this Agreement. Upon release of the Single-Family Project from the terms of this Agreement as provided in Section 5.1 of this Agreement, all references in this Agreement to the Property thereafter shall mean and refer to the Multi-Family Project. Upon the transfer by Owner of all or any portion of its interest in the Multi-Family Project, all references in this Agreement to Multi-Family Project thereafter shall mean and refer to such successor in interest of Owner as may then be the owner of the Multi-Family Project or portion thereof.

7. Notices. Formal written notices, demands, correspondence and communications between City and Owner shall be sufficiently given if: (a) personally delivered; or (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Owner indicated below, provided that a receipt for delivery is provided; or (c) if dispatched within the San Francisco Bay Area by first class mail, postage prepaid, to the offices of City and Owner indicated below, or such other address as any party may from time-to-time designate by written notice as provided herein.
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

Owner: San Mateo County Community College District  
3401 CSM Drive  
San Mateo, CA 94402  
Attn: Executive Vice Chancellor

with a copy to: SummerHill Skyline LLC  
777 California Avenue  
Palo Alto, CA 94304  
Attn: Elaine Breeze, Vice President of Development

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California. As a courtesy, until the Single Family Project is released from this Agreement as provided in Section 5.1 of this Agreement, Single-Family Developer shall be copied on all notices sent by the City or Owner to the other party.

8. **Miscellaneous.**

8.1 **Headings.** 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 of this Agreement.

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

8.3 **Applicable Law/Venue/Attorneys' Fees and Costs.** 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. Should any legal action be brought by any party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and such other costs as may be found by the court.

Skyline College Residential Project Affordable Housing Agreement

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

8.5 Time is of the Essence. Time is of the essence with respect to each and every term and condition hereof.

8.6 Agreement is Entire Understanding. This Agreement constitutes the entire understanding and agreement of the parties with respect to the matters set forth herein.

8.7 Third Party Beneficiary. There are no third party beneficiaries of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

OWNER

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: San Mateo County Community College District, a community college district of the County of San Mateo, California, Its Executive Vice Chancellor

By: ____________________________________________ Executive Vice Chancellor

CITY

CITY OF SAN BRUNO, a California municipal corporation

By: ____________________________________________ Jovan D. Grogan, City Manager

ATTEST:

By: ____________________________________________ Name, City Clerk

APPROVED AS TO FORM:

By: ____________________________________________ Marc Zafferano, City Attorney

SINGLE FAMILY DEVELOPER:

SUMMERHILL SKYLINE LLC, a California Limited Liability Company

By: SummerHill Homes LLC, a California limited liability company, Its Manager

By: ____________________________________________
Name: ____________________________________________
Its: ______________________________________________

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

STATE OF CALIFORNIA

) )
COUNTY OF____________________ )

On____________________, before me,____________________, Notary Public,
personally appeared____________________, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal.

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

STATE OF CALIFORNIA

COUNTY OF _____________________

On _____________, before me, ________________________, Notary Public,
personally appeared ______________________________, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal.

______________________________
Name:

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

STATE OF CALIFORNIA
COUNTY OF

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

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

WITNESS my hand and official seal.

Name: ____________________________
Notary Public

192901323797585
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

REAL PROPERTY IN THE CITY OF SAN BRUNO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

INSERT LEGAL DESCRIPTION AFTER PARCEL MAP RECORDS
EXHIBIT B

PARTIAL TERMINATION OF AFFORDABLE HOUSING OBLIGATIONS

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO: City of San Bruno

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

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

TERMINATION OF AFFORDABLE HOUSING OBLIGATIONS

THIS TERMINATION OF AFFORDABLE HOUSING OBLIGATIONS is made and entered into this _____ day of ________________, 20__ ("Effective Date"), by and between the City of San Bruno, a municipal corporation ("City"), San Mateo County Community College District, a California Community College District ("Owner") and SummerHill Skyline LLC, a California Limited Liability Company (the "Single-Family Developer").

Recitals

A. City, Owner, and Single-Family Developer (or its predecessors in interest) previously entered into that certain Skyline College Residential Project Affordable Housing Agreement dated ____________, 2018, which was recorded on ________________, 2018, as Instrument No. ___________ of the Official Records of the County of San Mateo (the "Affordable Housing Agreement"), wherein Owner agreed to provide eleven (11) affordable units and pay to City an Affordable Housing Impact Fee of $320,000;

B. Owner has satisfied the affordable housing obligations applicable to the Skyline College Residential Project; and

C. City, Owner, and Single-Family Developer now desire to memorialize Owner's satisfaction of its obligations under the Affordable Housing Agreement pertaining to the Skyline College Residential Project and to terminate the Affordable Housing Agreement as provided herein, but only with regard to Single-Family Project described in Attachment No. 1 attached hereto.

19290012379758.5
NOW, THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Termination Agreement, and the mutual promises and covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Agreements**

1. **Termination.** City, Owner, and Single-Family Developer hereby terminate the Affordable Housing Agreement as to the Single-Family Project only.

2. **Continued Effect.** In all other respects, the Affordable Housing Agreement shall remain in full force and effect between City and Owner with respect to all other lands encompassed within or otherwise subject to such Agreement, except for the Single-Family Project.

3. **Capitalized Terms.** Capitalized terms not defined in this Termination Agreement shall have the meaning given to them in the Affordable Housing Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, City, Owner, and Single-Family Developer have executed this Termination of Affordable Housing Obligations as of the date first set forth above.

CITY:

CITY OF SAN BRUNO, a California municipal corporation

By: ________________________________
    Jovan D. Grogan, City Manager

ATTEST:

By: ________________________________
    Name, City Clerk

APPROVED AS TO FORM:

By: ________________________________
    Marc Zafferano, City Attorney

OWNER:

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: San Mateo County Community College District, a community college district of the County of San Mateo, California, Its Executive Vice Chancellor

By: ________________________________
    Executive Vice Chancellor
SINGLE-FAMILY DEVELOPER:

SUMMERHILL SKYLINE LLC, a California Limited Liability Company

By: SummerHill Homes LLC, a California limited liability company, Its Manager

By: __________________________
   Name: __________________________
   Its: __________________________

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

STATE OF CALIFORNIA

COUNTY OF ____________________

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

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

WITNESS my hand and official seal.

Name: __________________________
Notary Public
STATE OF CALIFORNIA

COUNTY OF ____________________________

On ______________________, before me, __________________________, Notary Public, personally appeared __________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Name: ____________________________
Notary Public
A notary public or other officer completing this certificate verifies only the identity of
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the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ______________________

On ______________________, before me, ______________________, Notary Public,
personally appeared ______________________, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
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authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal.

______________________________
Name: ______________________
Notary Public
ATTACHMENT NO. 1

LEGAL DESCRIPTION OF SINGLE FAMILY PROJECT

[to be inserted]
DATE: September 11, 2018
TO: Honorable Mayor and Members of the City Council
FROM: Jovan D. Grogan, City Manager
PREPARED BY: Jimmy Tan, Public Works Director/City Engineer
Dennis Bosch, Deputy Public Works Director
SUBJECT: • Adopt Resolution Authorizing the Purchase of 14 Vehicles in an
Amount Not to Exceed $755,500; 
• Re-Appropriate Available 2016-17 Budget from the General 
Equipment Revolving Fund in the Amount of $83,000; 
• Re-Appropriate Available 2017-18 Budget from the General 
Equipment Revolving Fund in the Amount of $585,000; and 
• Appropriate Available Funds in the General Equipment Revolving 
Fund in the Amount of $87,500 for the Cost Increase in the 
Revised Vehicle Purchase Price from the Budget

BACKGROUND:
The City maintains approximately 145 vehicles and large pieces of equipment. Each year 
Central Garage staff reviews the entire fleet along with specific Department requests to 
identify vehicles that have exceeded their useful life, have developed other maintenance or 
operational problems and should be considered for replacement. Criteria used to evaluate 
a vehicle are: vehicle age, physical condition, maintenance history, state emission 
requirements, and opportunities to improve fleet efficiency and effectiveness. Improved fuel 
economy is considered for all new vehicles, including electric-gasoline hybrid, alternative 
fuel, and comparative technologies. Where possible, Central Garage staff review 
opportunities to fully utilize vehicles, to share vehicles between departments, and transfer a 
vehicle to the general pool fleet to make it more broadly available to City staff.

San Bruno is a city of approximately 5.5 square miles. As City vehicles do not frequently 
travel outside San Bruno or on the highway, they generally do not reach high mileage over 
their useful life. While not typically reaching high mileage, most vehicles are used daily, 
under demanding and less than optimum conditions. Many maintenance vehicles run idle 
most of the day while staff use them to perform maintenance activities. These idle hours of 
use contribute to a total negative wear and tear effect on a vehicle’s life span, which is not 
represented by the overall mileage of a vehicle.

The award for the vehicles’ purchase was originally on the May 22, 2018 City Council 
Meeting Agenda. During the meeting, City Council Members and staff concurred that 
additional time and Subcommittee review was needed to review and confirm the proposed
vehicles listed in the 2016-17 and 2017-18 Operating Budgets. A City Council
subcommittee meeting was held July 23, 2018. The meeting included review of the
justification for each vehicle proposed for replacement, the current state of the entire City
fleet, a presentation of the City’s depreciation and amortization policy, a presentation of the
City of San Mateo’s vehicle policy and amortization schedule, and a presentation of the
vehicle replacement policies for six Bay Area cities. Staff presented the City of San Bruno
policy regarding the seven-year vehicle amortization schedule to which the Subcommittee
Members expressed a desire to revisit and develop a policy similar to the City of San
Mateo. The Subcommittee Members believe the City of San Mateo policy provides clearer
criteria for when to replace a vehicle and ensures an adequate replacement fund balance.
At the conclusion of the meeting, the subcommittee moved to recommend the purchase of
the two vehicles remaining from the 2016-17 Budget and 12 vehicles from the 2017-18
Budget. One Stormwater Division sidewalk sweeper, or “Green Machine”, originally
scheduled for 2017-18 was also approved for purchase. However, the manufacturer
recently notified the City that the Green Machine will be discontinued and is no longer
available. Staff is currently evaluating other comparable sidewalk sweepers and is
anticipating to award the purchase, along with vehicles in the 2018-19 Operating Budget, at
a later City Council meeting.

DISCUSSION:

Below is a description of the new and replacement vehicles remaining from the 2016-17 and
2017-18 Equipment Budgets.

The two remaining replacement vehicles for 2016-17 are as follows:

1. Ford F-450 dump truck - this vehicle is 17 years old, and while it only has 34,000
miles, it has taken heavy wear and tear due to its hauling activities, has a history of
on-going maintenance problems, and is no longer compliant with State emissions
standards. This vehicle is scheduled to be replaced with a Ford F-550 heavy dump truck.

2. Chevrolet Lumina General Pool Fleet sedan - this vehicle is 17 years old, which has
68,000 miles and has a history of on-going, age-related maintenance problems.
This vehicle is scheduled to be replaced with a Ford Escape.

The 2017-18 schedule originally included 13 vehicles, with three new vehicles and 10
replacements.

As mentioned above, the replacement of a sidewalk and street sweeper vehicle will be
delayed. The manufacturer notified the City they are discontinuing production and the
sweeper is no longer available. Staff will review alternatives and present this item at a later
date.

The three new vehicles include two parks maintenance pickup trucks to support a new
maintenance crew approved in the 2017-18 Budget, and an inspector vehicle to support a
Code Enforcement Officer approved in the 2017-18 Budget.
The remaining nine replacement vehicles were all recommended based on their history of on-going maintenance and repair problems. As some of these vehicles are between 15-30 years old, replacement parts are less available which delay and make repairs more expensive. Two examples are provided below to illustrate the condition and various maintenance issues of these vehicles. Additional background for each vehicle is provided in Attachment 2.

- Fire Marshal vehicle was damaged in an accident and is out of service. The Fire Department staff have been using the Fire Command vehicle in the interim until a permanent replacement vehicle is acquired. However, the Command Vehicle need to be available during an emergency event since it is not an appropriate vehicle for daily building inspections.

- The Street Division’s aerial bucket truck, used for overhead street light and traffic sign repair, is over 27 years old and becoming unreliable due to its condition and constant need of maintenance. There is no backup for the bucket truck and work operations are delayed when the vehicle is out for repairs.

A Central Garage service truck was added to the 2017-18 replacement schedule due to accident damage during the year.

Procurement Method

To procure the remaining vehicles, staff is using a combination of government purchasing cooperative agreements and competitive bids.

For three vehicles, staff recommends using national government purchasing cooperatives and recent inter-agency purchase orders, which is in compliance with the State Contract Code, and the City’s purchasing regulations.

Altec Industries, Inc. of Dixon, has been identified as the preferred vendor for an aerial bucket truck. Peterson Trucks of San Leandro has been identified as the preferred vendor for an International 5-Yard dump truck. Both trucks will replace existing vehicles in the Public Works Streets Division, and these two vendors were selected through the National Joint Powers Alliance (NJPA). Long Beach BMW Motors, of Long Beach, California, was selected to purchase the Police Department patrol motorcycle, using the government contract and price of a recently purchased motorcycle by the Los Angeles County Sheriff’s Department. Each vendor was selected based on availability, price, and ability to provide all specifications, having satisfactorily provided similar vehicles to municipalities across the country and in California.

For the remaining 11 vehicles, City staff, in compliance with the State Contract Code and the City’s local purchasing regulations, issued a Notice to Bidders to automobile dealerships and posted the Notice on the City’s website. Two (2) bids were received April 4, 2018 from Towne Ford of Redwood City and Fremont Ford of Fremont, with Towne Ford providing the lowest responsive and responsible bid, along with the lowest unit prices for each vehicle. As Towne Ford’s original unit price quote expired the first week of June 2018, they provided staff with revised unit prices on August 21, 2018. The unit prices have slightly increased based on 2019 vehicle model as the previously quoted 2018 models, which are now largely unavailable. The revised prices are still lower than the original bid from Fremont Ford. Staff
also reviewed the potential prices from the State Contract, and the prices from Towne Ford were equal or less than those from the State Contract.

**FISCAL IMPACT:**

The cost to replace the 14 proposed vehicles is $755,500, which include all the costs of equipment outfitting, sales tax, license, registration, and delivery. Staff is requesting a re-appropriation of available 2016-17 budget in the amount of $83,000, and a re-appropriation of available 2017-18 budget in the amount of $585,000, funding approved by the City Council in prior budgets. Staff is requesting to appropriate available funds in the General Equipment Revolving Fund in the additional amount of $87,500 for the difference in the total vehicle purchase price, primarily due to the revised cost of various large maintenance trucks, outfitting of public safety vehicles, and the addition of a damaged Central Garage service truck not previously included in the replacement schedule. With a General Equipment Revolving Fund balance of approximately $5 million, there are sufficient funds for this appropriation. **Attachment 2** provides a summary of the costs and a brief description of each vehicle proposed for replacement.

**ALTERNATIVES:**

1. Do not purchase one or more of these vehicles. For vehicles scheduled for replacement, staff will schedule any necessary repairs and continue on-going maintenance.

2. Delay the acquisition of one or more of the vehicle(s) to a future year.

**RECOMMENDATION:**

- Adopt Resolution authorizing the purchase of 14 vehicles in an amount not to exceed $755,500;
- Re-Appropriate available 2016-17 budget from the General Equipment Revolving Fund in the amount of $83,000;
- Re-Appropriate available 2017-18 budget from the General Equipment Revolving Fund in the amount of $585,000; and
- Appropriate available funds in the General Equipment Revolving Fund in the amount of $87,500 for the cost increase in the revised vehicle purchase price from the Budget

**DISTRIBUTION:**

None

**ATTACHMENTS:**

1. Resolution
2. Summary chart with information about each vehicle proposed for replacement
DATE PREPARED:

August 28, 2018
RESOLUTION NO. 2018- ___

- RESOLUTION AUTHORIZING THE PURCHASE OF 14 VEHICLES IN AN AMOUNT NOT TO EXCEED $755,500;
- RE-APPROPRIATE AVAILABLE 2016-17 BUDGET FROM THE GENERAL EQUIPMENT REVOLVING FUND IN THE AMOUNT OF $83,000;
- RE-APPROPRIATE AVAILABLE 2017-18 BUDGET FROM THE GENERAL EQUIPMENT REVOLVING FUND IN THE AMOUNT OF $585,000; AND
- APPROPRIATE AVAILABLE FUNDS IN THE GENERAL EQUIPMENT REVOLVING FUND IN THE AMOUNT OF $87,500 FOR THE COST INCREASE IN THE REVISED VEHICLE PURCHASE PRICE FROM THE BUDGET

WHEREAS, the replacement of City owned vehicles is necessary due to constant usage causing the vehicles to reach the end of their useful life; and

WHEREAS, 14 vehicles remaining from the 2016-17 and 2017-18 Equipment Purchase schedule are presented to the City Council for authorization to purchase; and

WHEREAS, of these 14, eight vehicles were part of the regular 2017-18 Operating Budget, and three are new vehicles included in the Enhancement Supplemental; and

WHEREAS, one additional vehicle, a Central Garage service truck went out of service following damage from an accident, and was added to the 2017-18 schedule; and

WHEREAS, there are two vehicles remaining to be purchased from the 2016-17 schedule: one Streets Division heavy dump truck and one General Pool Fleet vehicle were scheduled for replacement during 2016-17 but the purchases were not completed due to staff turnover, and have been included in this purchase schedule; and

WHEREAS, to procure these vehicles, staff is using a combination of government purchasing cooperative agreements and competitive bids; and

WHEREAS, for three vehicles, and in compliance with the State Contract Code and the City’s purchasing regulations, staff recommends using the following national government purchasing cooperatives and inter-agency purchase order agreements: Altec Industries, Inc. of Dixon, California to purchase the Streets Division aerial bucket truck; Peterson Trucks of San Leandro, California to purchase the Streets Division heavy dump truck; and Long Beach BMW Motors of Long Beach, California to purchase the Police Department’s patrol motorcycle; and

WHEREAS, for the remaining 11 vehicles, staff issued a Notice to Bidders in compliance with the State Contract Code and the City’s local purchasing regulations, with Towne Ford of Redwood City, California providing the lowest responsive and responsible bid, and having delivered similar vehicles to agencies throughout the area, including once previously for San Bruno; and

WHEREAS, the total cost to replace the 14 vehicles is $755,500, funded by a re-
appropriation of available 2016-17 budget in the amount of $83,000 and a re-appropriation of available 2017-18 budget in the amount of $585,000; and

WHEREAS, an appropriation of available funds in the General Equipment Revolving Fund in the amount of $87,500 for the difference, primarily due to the revised costs of various large maintenance trucks, outfitting of public safety vehicles, and the addition of one Central Garage service truck no previously included in the replacement schedule.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the purchase of 14 vehicles in an amount not to exceed $755,500, re-appropriate available 2016-17 Budget from the General Equipment Revolving Fund in the amount of $83,000; re-appropriate available 2017-18 Budget from the General Equipment Revolving Fund in the amount of $585,000; and appropriate available funds in the General Equipment Revolving Fund in the amount of $87,500 for the cost increase in the revised vehicle purchase price from the Budget.

Dated: September 11, 2018

ATTEST:

________________________________________
Melissa Thurman, City Clerk

-000-

I, Melissa Thurman, 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 11th day of September 2018 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers

ABSENT: Councilmembers: 
### Summary Chart – Vehicle Replacement Schedule by Fiscal Year: 2016-17 (remaining), 2017-18, 2018-19

<table>
<thead>
<tr>
<th>Division</th>
<th>Current Vehicle</th>
<th>Mileage</th>
<th>Age (Years)</th>
<th>Use / Function</th>
<th>Reason for Replacement</th>
<th>Replacement Vehicle</th>
<th>2016-17 Budget</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Pool vehicle</td>
<td>2001 Chevrolet Impala sedan</td>
<td>68,000</td>
<td>17</td>
<td>project inspections, staff travel</td>
<td>Scheduled for 2016-17 but not replaced due to staff turnover. Sedan has on-going, age-related maintenance problems; parts are difficult to find; and repairs are more costly</td>
<td>Ford Escape</td>
<td>$28,000</td>
<td>$26,500</td>
</tr>
<tr>
<td>2 Streets</td>
<td>2001 Ford F-450 truck</td>
<td>34,000</td>
<td>17</td>
<td>haul debris, equipment</td>
<td>Truck used for heavy hauling at the end of its useful life, experiences heavy usage</td>
<td>Ford F-550 truck</td>
<td>55,000</td>
<td>71,000</td>
</tr>
</tbody>
</table>

**2016-17 Subtotal**  $83,000  $97,500

<table>
<thead>
<tr>
<th>Division</th>
<th>Current Vehicle</th>
<th>Mileage</th>
<th>Age (Years)</th>
<th>Use / Function</th>
<th>Reason for Replacement</th>
<th>Replacement Vehicle</th>
<th>2017-18 Budget</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Code Enforcement</td>
<td>None - new request</td>
<td>New</td>
<td>New</td>
<td>building inspections</td>
<td>New vehicle acquisition to support a third code enforcement officer position to provide additional inspection services</td>
<td>Ford Escape</td>
<td>$35,000</td>
<td>$26,500</td>
</tr>
<tr>
<td>2 Parks</td>
<td>None - new request</td>
<td>New</td>
<td>haul debris, equipment</td>
<td>New truck acquisition to support a third parks maintenance crew for enhanced park and median maintenance</td>
<td>Ford F-350 pickup truck</td>
<td>55,000</td>
<td>51,000</td>
<td></td>
</tr>
<tr>
<td>3 Parks</td>
<td>None - new request</td>
<td>New</td>
<td>haul debris, equipment</td>
<td>New truck acquisition to support a third parks maintenance crew for enhanced park and median maintenance</td>
<td>Ford F-350 pickup truck</td>
<td>55,000</td>
<td>51,000</td>
<td></td>
</tr>
<tr>
<td>4 Central Garage</td>
<td>2006 Ford F-250 pickup truck</td>
<td>62,000</td>
<td>12</td>
<td>haul equipment, staff travel</td>
<td>This truck out of service following accident damage</td>
<td>Ford F-150 pickup truck</td>
<td>Not scheduled</td>
<td>39,000</td>
</tr>
<tr>
<td>5 Fire</td>
<td>2001 Ford Crown Victoria</td>
<td>75,000</td>
<td>17</td>
<td>fire incident investigations, code inspections</td>
<td>This inspector vehicle has increasing maintenance issues and it is difficult to find replacement parts as the Crown Victoria model was discontinued</td>
<td>Ford Interceptor SUV</td>
<td>45,000</td>
<td>42,000</td>
</tr>
<tr>
<td>6 Fire</td>
<td>2003 Ford Explorer</td>
<td>N/A</td>
<td>15</td>
<td>fire investigations, code inspections</td>
<td>This vehicle was damaged in an accident and is no longer in service</td>
<td>Ford F-150 SuperCab truck</td>
<td>45,000</td>
<td>60,000</td>
</tr>
<tr>
<td>7 Streets</td>
<td>1999 Chevrolet bucket truck</td>
<td>60,000</td>
<td>28</td>
<td>overhead sign/light pole repairs</td>
<td>This truck is used daily to repair overhead traffic signs, lights, install banners, and is customized to serve as a sign maintenance truck. Due to its unreliability and damages from constant wear and tear, it has reached the end of its useful life.</td>
<td>Altec aerial bucket truck</td>
<td>95,000</td>
<td>120,000</td>
</tr>
<tr>
<td>8 Streets</td>
<td>2001 International 4700 dump truck</td>
<td>35,000</td>
<td>17</td>
<td>haul debris, equipment</td>
<td>Truck used for heavy hauling and asphalt repair is at the end of its useful life and will be non-compliant with 2017 state emissions standards</td>
<td>International 5-Yard dump/loader truck</td>
<td>110,000</td>
<td>127,000</td>
</tr>
<tr>
<td>9 Pool vehicle</td>
<td>1997 Chevrolet Lumina sedan</td>
<td>91,000</td>
<td>21</td>
<td>project inspections, staff travel</td>
<td>Sedan has a history of on-going, age-related maintenance problems, parts are difficult to find, and repairs are more costly</td>
<td>Ford Escape</td>
<td>28,000</td>
<td>26,500</td>
</tr>
<tr>
<td>10 Police-unmarked</td>
<td>2004 Pontiac Grand Prix</td>
<td>99,000</td>
<td>14</td>
<td>command staff vehicle</td>
<td>This detective and command staff vehicle is used daily, often under 24-hour use, which has caused wear and tear damage, and on-going, costly maintenance repairs</td>
<td>Ford Interceptor sedan</td>
<td>45,000</td>
<td>38,000</td>
</tr>
<tr>
<td>11 Police-unmarked</td>
<td>2005 Harley Davidson motorcycle</td>
<td>16,000</td>
<td>13</td>
<td>patrol vehicle</td>
<td>This motorcycle is scheduled for replacement due to its age and lack of safety features</td>
<td>BMW motorcycle</td>
<td>37,000</td>
<td>34,000</td>
</tr>
<tr>
<td>12 Police-unmarked</td>
<td>2006 Mercury Grand Marquis</td>
<td>87,000</td>
<td>12</td>
<td>command staff vehicle</td>
<td>This detective and command staff vehicle is used daily, often under 24-hour use, which has caused wear and tear damage, and on-going, costly maintenance repairs</td>
<td>Ford Interceptor SUV</td>
<td>35,000</td>
<td>43,000</td>
</tr>
</tbody>
</table>

**2017-18 Subtotal**  $585,000  $658,000
### Summary Chart – Vehicle Replacement Schedule by Fiscal Year: 2016-17 (remaining), 2017-18, 2018-19

<table>
<thead>
<tr>
<th>Division</th>
<th>Current Vehicle</th>
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<th>2017-18 Budget</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stormwater</td>
<td>2008 Tennant sidewalk sweeper</td>
<td>3,000</td>
<td>9</td>
<td>street/sidewalk sweeping</td>
<td>Due to its high repetitive, daily usage, and damage from constant wear and tear, this vehicle has reached the end of its useful life. There were over $16,000 in repairs in 16-17.</td>
<td>Tenant Green Machine Air Sweeper</td>
<td>120,000</td>
<td>TBD</td>
</tr>
<tr>
<td>1 Cable</td>
<td>1999 Chevrolet Venture</td>
<td>52,000</td>
<td>19</td>
<td>Inspections, staff travel</td>
<td>Vehicle has reached end of useful life due to age, daily use, condition, and wear damage</td>
<td>Ford Escape</td>
<td>$28,000</td>
<td>TBD</td>
</tr>
<tr>
<td>2 Cable</td>
<td>2000 Chevrolet Astro Van</td>
<td>69,000</td>
<td>18</td>
<td>Service installation, repairs</td>
<td>Van has reached end of useful life due to age, daily/repetitive use, condition, and wear damage</td>
<td>Ford Transit Van</td>
<td>40,000</td>
<td>TBD</td>
</tr>
<tr>
<td>3 Cable</td>
<td>2000 Chevrolet Astro Van</td>
<td>59,000</td>
<td>18</td>
<td>Service installation, repairs</td>
<td>Van has reached end of useful life due to age, daily/repetitive use, condition, and wear damage</td>
<td>Ford Transit Van</td>
<td>40,000</td>
<td>TBD</td>
</tr>
<tr>
<td>4 Pool Vehicle</td>
<td>1999 Chevrolet Blazer</td>
<td>36,000</td>
<td>19</td>
<td>Project inspections, staff travel</td>
<td>Vehicle has reached end of useful life due to age, maintenance history, and parts availability</td>
<td>Ford Escape</td>
<td>$28,000</td>
<td>TBD</td>
</tr>
<tr>
<td>5 Stormwater</td>
<td>2007 International Street Sweeper</td>
<td>50,000</td>
<td>11</td>
<td>Street sweeper</td>
<td>Sweeper has reached the end of useful life due to results of heavy daily usage</td>
<td>Tymco Street Sweeper</td>
<td>$295,000</td>
<td>TBD</td>
</tr>
<tr>
<td>6 Water</td>
<td>2005 Ford Van</td>
<td>51,000</td>
<td>13</td>
<td>Mobile water quality testing lab</td>
<td>Vehicle has reached end of useful life due to age, maintenance history, and condition</td>
<td>Ford Transit Van</td>
<td>$37,000</td>
<td>TBD</td>
</tr>
<tr>
<td>7 Police (marked)</td>
<td>2010 GO-4 parking enforcement</td>
<td>54,000</td>
<td>8</td>
<td>Parking enforcement</td>
<td>Scheduled for replacement due to maintenance history, age, and lack of safety features</td>
<td>GO-4 parking enforcement</td>
<td>$37,000</td>
<td>TBD</td>
</tr>
<tr>
<td>8 Police (marked)</td>
<td>2009 Ford Crown Victoria (K-9)</td>
<td>62,000</td>
<td>9</td>
<td>Patrol vehicle</td>
<td>The Department typically replaces 2-3 patrol cars a year based on mileage and condition.</td>
<td>Ford Police Interceptor (K-9)</td>
<td>$55,000</td>
<td>TBD</td>
</tr>
<tr>
<td>9 Police (marked)</td>
<td>2011 Ford Crown Explorer</td>
<td>77,000</td>
<td>7</td>
<td>Patrol vehicle</td>
<td>The Department typically replaces 2-3 patrol cars a year based on mileage and condition.</td>
<td>Ford Police Interceptor</td>
<td>$47,000</td>
<td>TBD</td>
</tr>
<tr>
<td>10 Police (marked)</td>
<td>2011 Ford Crown Explorer</td>
<td>68,000</td>
<td>7</td>
<td>Patrol vehicle</td>
<td>The Department typically replaces 2-3 patrol cars a year based on mileage and condition.</td>
<td>Ford Police Interceptor</td>
<td>$47,000</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**2018-19 Subtotal:** $654,000  
**TBD**