



**"The City With a Heart"**

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

**CITY COUNCIL  
SPECIAL MEETING – CLOSED SESSION**

**AGENDA**

**September 23, 2014**

**6:00 p.m.**

**Meeting location: San Bruno Senior Center, 1555 Crystal Springs Rd., San Bruno**

- 1. CALL TO ORDER:**
- 2. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:**
- 3. CLOSED SESSION:**

Conference with Legal Counsel--Anticipated Litigation--Initiation of Litigation Pursuant to Government Code section 54956.9(d)(4): One Case

**4. ADJOURNMENT:**

The next Regular City Council Meeting will be held on September 23, 2014, at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno, CA.

*Posted Pursuant to Law 09/19/14*



**"The City With a Heart"**

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

**AGENDA**  
**SAN BRUNO CITY COUNCIL**  
**&**  
**SAN BRUNO SUCCESSOR AGENCY**

**September 23, 2014**

**7:00 p.m.**

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

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

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

**1. CALL TO ORDER:**

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

**3. ANNOUNCEMENTS:**

On September 27, 2014 the City will be holding a Centennial Carnival at City Park from 10:30 a.m. to 4:00 p.m. The public is invited to attend.

**4. PRESENTATIONS:**

- a. Present Proclamation Recognizing the 50<sup>th</sup> Anniversary of St. Andrews Preschool.
- b. Present Recognition Recognizing San Bruno American Youth Soccer Organization (AYSO) Region 249-U19 Girl's Team for their Best Sportsmanship Award at the National AYSO Tournament.
- c. Present 25-year Service Award to Cable Television Department Customer Service Representative Jill Super.
- d. Receive Presentation from San Bruno Park School District Board Member Sanchez on New Healthcare Partnerships.

**5. REVIEW OF AGENDA:**

**6. APPROVAL OF MINUTES:** Regular Council Meeting of September 9, 2014.

**7. CONSENT CALENDAR:** All items are considered routine or implement an earlier Council action and may be enacted by one motion; there will be no separate discussion unless requested by a Councilmember, citizen or staff.

- a. **Approve:** Accounts Payable of September 8, 2014.
- b. **Approve:** Successor Agency Accounts Payable of March 17 and September 2, 2014.
- c. **Approve:** Payroll of September 7, 2014.

- d. **Accept:** Reconciliation of General Ledger to Bank Reports and the Investment Reports Dated August 31, 2014.
- e. **Adopt:** Resolution Approving Out of State Travel for Public Services Department Staff to Attend Water & Wastewater Industry Conferences in FY 2014-15.
- f. **Adopt:** Resolution Authorizing the Closure of 1,200 Linear Feet of City Park Way on Saturday, September 27, 2014 between the hours of 8:30 a.m. to 5:00 p.m. for the City of San Bruno Centennial Carnival.
- g. **Adopt:** Resolution Approving the Recognized Obligation Payment Schedule 14-15B and Successor Agency Administrative Budget for the Period January 1, 2015 through June 30, 2015.
- h. **Adopt:** Resolution Authorizing the City Manager to Execute a Successor Joint Use Agreement between the City of San Bruno and the San Bruno Park School District.

**8. PUBLIC HEARING:**

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

**10. CONDUCT OF BUSINESS:**

- a. Adopt Resolution Accepting Donation of \$9,265 from the San Bruno Rotary Club for Purchase of a Police Canine.
- b. Receive Oral Report from the San Bruno Community Foundation Board President on the Board's Progress and Activities.
- c. Adopt Resolution Authorizing the City Manager to Execute an Agreement and Adopting the California Environmental Quality Act Findings for the Groundwater Storage and Recovery from the Southern Portion of the Westside Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno and California Water Service Company.
- d. Adopt Resolution Authorizing the City Manager to:
  - Execute a Contract with West Bay Builders, Inc. for Construction of the Tank No. 3 (Glenview) Replacement Project in the Amount of \$4,588,350 with a Construction Contingency of \$459,000.
  - Execute an Amendment to the Contract with West Yost Associates for Design Support Services During Construction in the Amount not to Exceed \$113,960; and
  - Execute a Contract for Construction Inspection Services with Vali Cooper & Associates, Inc. in the Amount not to Exceed \$178,809.
- e. Adopt Resolution Authorizing the City Manager to Purchase Upgrades to the Internet Service Routers and to Replace Telephone Service Call Manager Equipment in the Amount of \$896,795.

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

**12. COMMENTS FROM COUNCIL MEMBERS:**

**13. CLOSED SESSION:**

**14. ADJOURNMENT:**

The next regular City Council Meeting will be held on October 14, 2014 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.



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

## MINUTES SAN BRUNO CITY COUNCIL

September 9, 2014

7:00 p.m.

1. **CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on September 9, 2014 at the San Bruno Senior Center, at 1555 Crystal Springs Rd., San Bruno, CA. The meeting was called to order at 7:00 p.m. **Mayor Ruane** thanked the Garden Club for the beautiful flower arrangement.

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

Presiding was Mayor Ruane, Vice Mayor Medina, Councilmembers Ibarra, O'Connell and Salazar. **Community Development Manager Woltering** led the pledge of allegiance.

3. **ANNOUNCEMENTS:**

a. **Mayor Ruane** said today Marks the 4<sup>th</sup> Anniversary of the Tragic PG&E Explosion in the Crestmoor Neighborhood. This is an Occasion for Remembrance. The Community Continues its Journey Toward Recovery with Celebration of the Reconstruction of Homes and the Return of Families to the Neighborhood. Council and staff have just returned from the site and we will Close Tonight's Meeting with a Moment of Silence in Memory of the Eight Residents that lost their Lives.

b. **City Clerk Bonner** Announces Vacancies on Commissions, Boards and Committees Due to Expired Terms and Invites Residents to Apply no later than Friday, October 3, 2014.

c. **Mayor Ruane** said on September 27, 2014 the City will be holding a Centennial Carnival at City Park from 10:00 a.m. to 4:00 p.m.

**Mosquito Abatement Representative Riechel** gave an update on the recent finding of a red hawk in San Bruno Park where it showed positive for West Nile Virus on Friday, September 5. The District is trapping mosquitoes in the surrounding area to look for the presence of West Nile Virus in mosquitoes. The District asks residents to report dead birds and tree squirrels to the West Nile Virus state hotline, 1-877-WNV-BIRD or online at [www.westnile.ca.gov](http://www.westnile.ca.gov).

4. **PRESENTATIONS:**

**Mayor Ruane** Presented and Received a Proclamation Declaring September 2014 as National Prostate Cancer Awareness Month in San Bruno.

5. **REVIEW OF AGENDA:** **Mayor Ruane** moved Item 11. to follow Item 8.

6. **APPROVAL OF MINUTES:** Regular Council Meeting of August 26, 2014, approved as submitted.

7. **CONSENT CALENDAR:**

a. **Approve:** Accounts Payable of August 25 and September 2, 2014.

**b. Approve:** Payroll of August 24, 2014.

**c. Waive:** Second Reading and Adopt Three Ordinances to Implement Housing Element Programs by Amending Title 12 (Land Use) of the San Bruno Municipal Code as Follows: (1) Add Chapter 12.240 to Establish a Reasonable Accommodation Process for Persons with Disabilities; (2) Add Chapter 12.250 to Establish a Density Bonus Program; and (3) Amend Section 12.80.445 to Add Transitional Housing and Supportive Housing as Permitted Uses within the Definition of "Special Residential Care Facility."

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

**8. PUBLIC HEARING:** None.

**11.** Receive Annual Report from the Planning Commission (moved to follow Item 8.)

**Planning Commissioner Mishra** gave an overview of what the Planning Commission has done over the last year and their plans for the coming year. **Mayor Ruane** thanked the Commission for all they do.

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

**Thomas Langhans, Pine Street** talked about his neighbor's lights in his backyard which trespass and illuminate his backyard observatory, which is his hobby. **Mayor Ruane** said staff would get back to him.

**10. CONDUCT OF BUSINESS:**

a. Adopt Resolution Authorizing the City Manager to:

- Execute a Funding Agreement with the San Mateo County Transportation Authority to Accept Measure A Pedestrian and Bicycle Project Funding in the Amount of \$300,000;
- Appropriate \$30,000 from Measure A Local Streets and Transportation Program Funding for City's Contribution.

**Management Analyst Li** gave an overview of the staff report and asked for questions.

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

b. Receive Report Providing an Update on the City's Year-Long Centennial Celebration and Budget Status.

**Community Services Director Burns** gave an overview of the staff report which included the activities that have gone on so far this year and what will be happening through the rest of the year.

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

Receive Annual Report from the Planning Commission (moved to follow Item 8.)

**12. COMMENTS FROM COUNCIL MEMBERS:**

Receive Report from Councilmember O'Connell on her attendance at the League of California Cities Annual Conference in Los Angeles. **Councilmember O'Connell** shared the many programs she attended at the conference and invited other members of the Council to join her next year when the conference will be held in San Jose.

**13. CLOSED SESSION:** None.

**14. ADJOURNMENT:**

**Mayor Ruane** closed the meeting with a moment of silence in memory of the eight residents that lost their lives at 7:48 p.m. The next regular City Council Meeting will be held on September 23 2014 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval  
at the City Council Meeting of  
September 23, 2014

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Carol Bonner, City Clerk

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Jim Ruane, Mayor

09/08/14

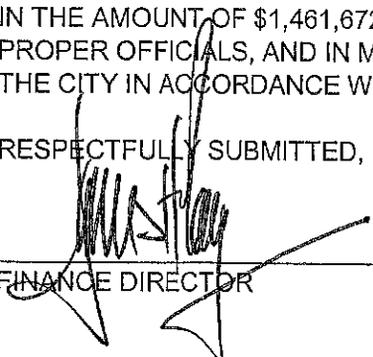
CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$213,347.56
133	RESTRICTED DONATIONS	\$1,203.74
190	EMERGENCY DISASTER FUND	\$184.59
207	TECHNOLOGY CAPITAL	\$3,670.05
611	WATER FUND	\$94,111.13
621	STORMWATER FUND	\$1,142.92
631	WASTEWATER FUND	\$815,723.70
641	CABLE TV FUND	\$305,767.52
701	CENTRAL GARAGE	\$1,068.93
702	FACILITY MAINT. FUND	\$1,745.21
707	TECHNOLOGY DEVELOPMENT	\$2,419.20
711	SELF INSURANCE	\$5,597.42
880	PROJECT DEVELOP. TRUST	\$15,690.11
TOTAL FOR APPROVAL		\$1,461,672.08

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 150518 THROUGH 150592 INCLUSIVE, TOTALING IN THE AMOUNT OF \$1,461,672.08 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

  
FINANCE DIRECTOR

9-9-2014  
DATE

T.A.

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0001170 AIRGAS NCN	150518	9/8/2014	113.99
0000163 AIRPORT AUTO PARTS INC.	150519	9/8/2014	2.39
0000372 ALLIED SECURITY ALARMS	150520	9/8/2014	436.25
0016688 ALPHA TECHNOLOGIES, INC.	150521	9/8/2014	92.65
0105963 AM CONSERVATION GROUP, INC.	150522	9/8/2014	2,896.98
0000082 AMERICAN MESSAGING	150523	9/8/2014	71.86
0105815 APPSENSE INCORPORATED	150524	9/8/2014	2,070.00
0014617 AT&T	150525	9/8/2014	14.07
0016123 AT&T	150526	9/8/2014	195.47
0000345 BAKER & TAYLOR BOOKS	150527	9/8/2014	2,384.82
0001849 BAY AREA WATER SUPPLY & CONSERVATION AGEN	150586	9/8/2014	9,369.76
0102359 BRENT SCHIMEK	150582	9/8/2014	626.24
0000378 BROADMOOR LANDSCAPE SUPPLY	150529	9/8/2014	97.53
0000098 BRODART CO.	150530	9/8/2014	162.34
0090082 C/CAG	150531	9/8/2014	141,782.00
0096550 CABLECOM	150532	9/8/2014	12,720.75
0105785 CELLEBRITE USA, INC.	150533	9/8/2014	3,098.99
0105605 CHURCHWELL WHITE LLP	150534	9/8/2014	420.00
0016324 CINTAS CORPORATION	150535	9/8/2014	588.30
0000227 CITY OF SAN BRUNO	150536	9/8/2014	673.31
0000386 CITY OF SOUTH SAN FRANCISCO	150537	9/8/2014	798,208.75
0018911 COMCAST CABLE COMMUNICATIONS	150538	9/8/2014	25,451.80
0104508 COMCAST SPORTSNET CALIFORNIA	150539	9/8/2014	20,306.11
0102625 CONTEC, LLC	150540	9/8/2014	993.59
0103682 EAST BAY MUNI UTILITY DISTRICT	150543	9/8/2014	2,280.00
0097260 ELIZABETH DEL ROSARIO	150542	9/8/2014	42.00
0017152 ERLER & KALINOWSKI, INC.	150544	9/8/2014	2,941.68
0018697 EVIDENT	150545	9/8/2014	396.50
0000046 EWING IRRIGATION PRODUCTS INC	150546	9/8/2014	438.31
0106025 FELICIA NEIRBY	150566	9/8/2014	89.74
0013714 FIRST NATIONAL BANK	150547	9/8/2014	22,278.05
0018117 FLYERS ENERGY, LLC	150548	9/8/2014	8,011.41
0103258 GC MICRO CORPORATION	150549	9/8/2014	3,670.05
0095666 GLOBAL TELECOM&TECHNOLOGY INC.	150550	9/8/2014	2,088.67
0016969 GOLDEN IDEAS	150551	9/8/2014	30.00
0000162 GRAINGER	150552	9/8/2014	385.94
0017900 GREAT LAKES DATA SYSTEMS INC	150553	9/8/2014	1,949.82
0105067 HADRONEX, INC.	150554	9/8/2014	120.00
0000291 IRENE M. O'CONNELL	150555	9/8/2014	95.89
0018376 JT2 INTEGRATED RESOURCES	150556	9/8/2014	5,582.72
0000075 K-119 TOOLS OF CALIFORNIA INC.	150557	9/8/2014	17.39
0000132 KELLY-MOORE PAINT CO INC.	150558	9/8/2014	148.95
0096363 LANA BERMUDEZ	150528	9/8/2014	269.00
0018177 LOWE'S	150559	9/8/2014	124.16
0018651 MAINTENANCE SUPERINTENDENTS ASSN.(MSA)	150585	9/8/2014	60.00
0018397 MICHAEL KU	150560	9/8/2014	200.00
0016863 MIDWEST TAPE, LLC	150561	9/8/2014	52.49
0016802 MINUTEMAN PRESS	150562	9/8/2014	257.22
0102832 MOORE IACOFANO GOLTSMAN, INC.	150563	9/8/2014	15,690.11
0000333 MOSS RUBBER & EQUIP. CORP.	150564	9/8/2014	183.64
0000357 NATIONAL CABLE TV CO-OP, INC.	150565	9/8/2014	234,919.20
0015839 NOR-CAL SIGNS	150567	9/8/2014	81.75
0000522 NORTH COAST COUNTY WATER DISTRICT(NCCWD)	150541	9/8/2014	27,925.39

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0095008 NORTHERN MUNICIPAL COURT	150568	9/8/2014	1,000.00
0092263 OFFICE DEPOT INC	150569	9/8/2014	137.50
0097567 ONE HOUR DRY CLEANING	150570	9/8/2014	66.00
0104998 OWEN EQUIPMENT COMPANY	150571	9/8/2014	758.62
0000012 PACIFIC GAS & ELECTRIC	150572	9/8/2014	72,564.48
0098922 PATRICIA RODRIGUEZ	150578	9/8/2014	43.00
0095148 PENINSULA MUNI.ENGINEERING	150573	9/8/2014	20,400.00
0018861 PITNEY BOWES	150574	9/8/2014	6,000.00
0102915 PRECISE PRINTING & MAILING	150575	9/8/2014	114.45
0017111 RANDOM HOUSE INC	150576	9/8/2014	73.58
0000229 REEVES CO., INC.	150577	9/8/2014	27.99
0018661 SAFE RESTRAINTS INC.	150579	9/8/2014	1,109.42
0092153 SAN BRUNO CHAMBER OF COMMERCE	150580	9/8/2014	20.00
0017145 SAN MATEO LAWN MOWER SHOP	150581	9/8/2014	152.61
0097079 SPRINT	150583	9/8/2014	165.63
0017016 SUPERCO SPECIALTY PRODUCTS	150584	9/8/2014	638.08
0097449 THYSSENKRUPP ELEVATOR CORP.	150587	9/8/2014	391.14
0018818 TOSHIBA BUSINESS SOLUTIONS CA	150588	9/8/2014	4.67
0000665 TSQ SOLUTIONS INC.	150589	9/8/2014	325.00
0001362 TV GUIDE MAGAZINE, LLC	150590	9/8/2014	227.30
0017876 UNION BANK OF CALIFORNIA	150591	9/8/2014	2,039.16
0095749 VERIZON WIRELESS	150592	9/8/2014	2,305.42
		<b>GrandTotal:</b>	<b>1,461,672.08</b>
		<b>Total count:</b>	<b>75</b>

09/02/14

CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP  
SUCCESSOR AGENCY

FUND	FUND NAME	AMOUNT
153	RDA OBLIGATION RETIREMENT FUND	\$170,624.50
TOTAL FOR APPROVAL		\$170,624.50

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGE NUMBERED 1,  
AND/OR CLAIMS NUMBERED FROM 100077 THROUGH 100078 INCLUSIVE, TOTALING  
IN THE AMOUNT OF \$170,624.50 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE  
PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST  
THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

Donnae Wong for      9/5/14  
FINANCE DIRECTOR      DATE  
Jim O'Leary

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Document group: komalley      Bank: sagny      06995403

Vendor Code & Name	Check #	Check Date	Amount
0105838      AVALONBAY COMMUNITIES, INC.	100077	9/2/2014	167,909.00
0104879      LAW OFFICES OF CRAIG LABADIE	100078	9/2/2014	2,715.50
		<b>GrandTotal:</b>	<b>170,624.50</b>
		<b>Total count:</b>	<b>2</b>

03/17/14

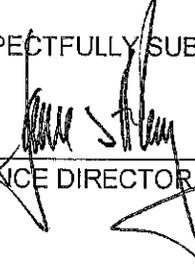
CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP  
SUCCESSOR AGENCY

FUND	FUND NAME	AMOUNT
153	RDA OBLIGATION RETIREMENT FUND	\$909.50
TOTAL FOR APPROVAL		\$909.50

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIM LISTED ON PAGE NUMBERED 1, AND/OR CLAIM NUMBERED 100076, TOTALING IN THE AMOUNT OF \$909.50 HAS 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 ITS RESPECTIVE AMOUNT AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

  
\_\_\_\_\_  
FINANCE DIRECTOR

3-18-2014

\_\_\_\_\_  
DATE

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Document group: komalley      Bank: sagency      06995403

<u>Vendor Code &amp; Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
0104879      LAW OFFICES OF CRAIG LABADIE	100076	3/17/2014	909.50
		<b>GrandTotal:</b>	<b>909.50</b>
		<b>Total count:</b>	<b>1</b>



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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DATE: September 23, 2014  
TO: Honorable Mayor and Members of the City Council  
FROM: Angela Kraetsch, Finance Director  
SUBJECT: Payroll Approval

City Council approval of the City payroll distributed September 12, 2014 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,330,120.60 for the bi-weekly pay period ending September 7, 2014 is attached.

**LABOR SUMMARY FOR PAY PERIOD ENDING : September 7, 2014**

<b>pyLaborDist</b>	<b>09/12/14</b>
Fund: 001 - GENERAL FUND	996,239.91
Fund: 122 - SOLID WASTE/RECYCL.	1,617.20
Fund: 190 - EMERGENCY DISASTER FUND	22,684.12
Fund: 201 - PARKS AND FACILITIES CAPITAL	445.09
Fund: 203 - STREET IMPROVE. PROJECTS	4,679.24
Fund: 611 - WATER FUND	86,186.61
Fund: 621 - STORMWATER FUND	12,554.90
Fund: 631 - WASTEWATER FUND	64,649.66
Fund: 641 - CABLE TV FUND	85,749.77
Fund: 701 - CENTRAL GARAGE	10,594.79
Fund: 702 - FACILITY MAINT.FUND	23,997.61
Fund: 707 - TECHNOLOGY DEVELOPMENT	15,836.64
Fund: 711 - SELF INSURANCE	4,885.06
	<hr/>
<b>Total</b>	<b>1,330,120.60</b>



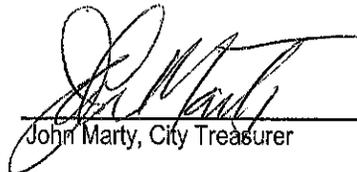
CITY OF SAN BRUNO  
CITY TREASURER

John Marty  
City Treasurer

## RECONCILIATION OF GENERAL LEDGER TO BANK

Month Ending August 2014

Bank Balance		General Ledger Balance	
Union Bank of Ca. Investments	\$ 22,213,108.70		
LAIF - Account Ending -764	14,282,750.16		
LAIF - Account Ending -001	3,038,824.62		
San Mateo County Pool	16,481,746.49		
FNB - Main Account	4,065,190.77		
FNB - Parking Fines Account	13,387.00		
FNB - Glenview Counseling Assistance Account	2,233.55		
FNB - Successor Agency Account	203,224.43		
Wells Fargo - Custodian of SB Community Foundation	68,844,659.36		
<b>Bank Balance as of 8/31/14</b>	<b>\$ 129,145,125.08</b>	<b>General Ledger Balance</b>	<b>\$ 128,552,406.64</b>
Outstanding Checks	(863,289.82)	Cable Checkfree Deposit	1,087.72
FNB Deposit In-Transit	79,502.84	Library Credit Card In-Transit	412.30
FNB Deposit In-Transit	113,729.35		
FNB Deposit In-Transit	6,034.12		
FNB Deposit In-Transit	15,647.37		
Finance Credit Card In-Transit	4,915.54		
Cable Credit Card In-Transit	4,001.69		
Utility Credit Card In-Transit	48,240.49		
<b>Adjusted Balance</b>	<b>\$ 128,553,906.66</b>	<b>Adjusted Balance</b>	<b>\$ 128,553,906.66</b>



John Marty, City Treasurer



John E. Marty  
City Treasurer

CITY OF SAN BRUNO  
CITY TREASURER

## INVESTMENT REPORT

### MONTH ENDING AUGUST 2014

INVESTMENTS				YIELD
<b>INVESTMENT POOLS</b>				
Local Agency Investment Fund	14,282,750.16			0.233
Glenview Fire LAIF	3,038,824.62			0.233
San Mateo County Pool	16,481,746.49			0.58
 <b>INVESTMENTS HELD AT UNION BANK</b>				
	<b>PAR VALUE</b>	<b>COST BASIS</b>	<b>MKT. VALUE</b>	<b>YIELD</b>
Federal Farm Credit Bank 3/28/13 mat 3/28/16	2,000,000.00	2,000,000.00	1,999,580.00	0.45
Federal Home Loan Mtg Corp 0.57% 6/20/2016	1,000,000.00	1,000,000.00	1,000,220.00	0.57
Federal Natl Mtg Corp 0.50% mat 8/15/16	1,000,000.00	1,000,000.00	997,960.00	0.5
Federal National Mtg Assn 0.75% 12/19/16	1,000,000.00	1,000,000.00	998,230.00	0.75
Federal Home Loan Bank 1% 4/24/2017	1,000,000.00	1,000,000.00	1,004,240.00	1
Federal Home Loan Mtg Corp 1.00% mat 6/26/2017	1,000,000.00	999,000.00	999,630.00	1

Federal Home Loan Bank Step-up 8/14/2017	1,000,000.00	1,000,000.00	1,001,040.00	0.62
Federal Home Loan Mortgage 1.125% 11/28/2017	2,000,000.00	2,000,000.00	1,995,640.00	1.13
Federal National Mortgage Assoc 1.00% mat 12/26/2017	2,000,000.00	2,000,000.00	2,001,420.00	1.2
Federal Natl Mtg Assoc 0.70% 12/26/17	2,000,000.00	2,000,000.00	2,000,020.00	0.71
Federal Home Loan Bank 1.00% mat 12/26/17	1,000,000.00	1,000,000.00	1,992,300.00	1.48
Federal Home Loan Bank Step Cpn 12/27/18	1,000,000.00	1,000,000.00	986,030.00	1.5
Federal Farm Credit Bank mat 7/9/18	1,000,000.00	1,000,000.00	998,350.00	1.5
Federal Farm Credit Bank mat 8/7/18	1,000,000.00	1,000,000.00	1,000,190.00	1.7
Federal Home Loan Mtg Corp mat 12/27/18	1,000,000.00	1,000,000.00	1,000,990.00	0.5
Federal Home Loan Bank mat 5/28/19	2,000,000.00	2,000,000.00	1,991,940.00	1.51
Money Market Fund	199,080.70	199,080.70	199,080.70	0.01
City of San Bruno as Custodian for the San Bruno Community Foundation	68,844,659.36			
<b>TOTAL</b>	<b>123,847,061.33</b>			

**Revenue Status Report**

City of San Bruno  
 8/1/2014 through 8/31/2014

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Revd
Total GENERAL FUND	37,539,689.00	2,311,197.78	4,589,066.62	32,950,622.38	12.22
Total GENERAL FUND RESERVE	0.00	-20,389.95	0.00	0.00	0.00
Total ONE-TIME REVENUE	515,000.00	0.00	0.00	515,000.00	0.00
Total GAS TAX	1,116,405.00	0.00	103,359.86	1,013,045.14	9.26
Total MEASURE A TRANSPORTATION TAX	867,160.00	80,022.47	140,188.51	726,991.49	16.16
Total STREET SPECIAL REVENUE	759.00	0.00	0.00	759.00	0.00
Total POLICE ASSET FORFEITURE	5,129.00	0.00	0.00	5,129.00	0.00
Total SAFETY AUGMENT. -PROP.172	92,210.00	9,201.14	20,177.08	72,032.92	21.88
Total POLICE SPECIAL REVENUE	100,122.00	8,509.86	8,509.86	91,612.14	8.50
Total TRAFFIC SAFETY GRANT	150.00	0.00	0.00	150.00	0.00
Total FEDERAL/STATE GRANTS	0.00	0.00	0.00	0.00	0.00
Total SOLID WASTE/RECYCL.	70,386.50	-4,265.17	11,988.55	58,397.95	17.03
Total LIBRARY SPECIAL REVENUE	635.00	0.00	0.00	635.00	0.00

**Revenue Status Report**

City of San Bruno  
 8/1/2014 through 8/31/2014

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
Total IN-LIEU FEES	10,200.00	0.00	0.00	10,200.00	0.00
Total AGENCY ON AGING	184,452.00	6,172.76	11,391.42	173,060.58	6.18
Total RESTRICTED DONATIONS	115,699.00	29,739.20	39,586.56	76,112.44	34.22
Total ED JOHNSON BEQUEST FUND	64.00	0.00	0.00	64.00	0.00
Total GLENVIEW FIRE DONATIONS	0.00	0.00	0.00	0.00	0.00
Total EMERGENCY DISASTER RESERVE	0.00	0.00	0.00	0.00	0.00
Total SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00	0.00	0.00
Total CITY OF SB AS SUCCESSOR HOUSING AGENCY	0.00	0.00	0.00	0.00	0.00
Total RDA OBLIGATION RETIREMENT FUND	0.00	5.58	10.98	-10.98	0.00
Total EMERGENCY DISASTER FUND	0.00	0.00	0.00	0.00	0.00
Total PARKS AND FACILITIES CAPITAL	0.00	0.00	0.00	0.00	0.00
Total STREET IMPROVE. PROJECTS	0.00	0.00	0.00	0.00	0.00

Revenue Status Report

City of San Bruno  
8/1/2014 through 8/31/2014

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
Total TECHNOLOGY CAPITAL	0.00	0.00	0.00	0.00	0.00
Total SUCCESSOR AGENCY TO THE SB RDA- CAPITAL	0.00	0.00	0.00	0.00	0.00
Total LEASE DEBT SERVICE	1,217,949.25	117,537.00	235,074.26	982,874.99	19.30
Total SUCCESSOR AGENCY TO THE SB RDA-2000 COP	0.00	0.00	0.00	0.00	0.00
Total WATER FUND	13,732,268.00	-12,984.92	1,282,363.15	12,449,904.85	9.34
Total STORMWATER FUND	880,896.00	-23,111.07	0.00	680,896.00	0.00
Total WASTEWATER FUND	14,916,194.01	1,826.08	1,263,143.93	13,653,050.08	8.47
Total CABLE TV FUND	10,447,278.08	744,039.24	1,517,601.12	8,929,676.96	14.53
Total CENTRAL GARAGE	624,417.00	52,035.00	104,070.00	520,347.00	16.67
Total FACILITY MAINT.FUND	1,023,061.00	85,255.00	170,510.00	852,551.00	16.67
Total GENERAL EQUIPMENT REVOLVING	430,587.00	41,487.00	77,369.00	353,218.00	17.97
Total TECHNOLOGY DEVELOPMENT	648,941.00	52,199.00	104,398.00	544,543.00	16.09
Total SELF INSURANCE	1,826,881.00	152,240.00	304,480.00	1,522,401.00	16.67

Revenue Status Report

City of San Bruno  
8/1/2014 through 8/31/2014

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prc't Rcv'd</u>
Grand Total	86,166,532.84	3,630,716.00	9,983,268.90	76,183,263.94	11.59

9/18/2014 9:56:52AM

Through period: 2

City of San Bruno  
Through August 2014

	Cash	Investments	Fund Total
001 GENERAL FUND	4,426,373.27	53,708.26	4,480,081.53
002 GENERAL FUND RESERVE	8,514,234.60	0.00	8,514,234.60
003 ONE-TIME REVENUE	661,150.38	0.00	661,150.38
004 NEW CAP IMPROV/ONE-TIME INITIATIVE RSRV	5,061,760.48	0.00	5,061,760.48
101 GAS TAX	746,048.70	0.00	746,048.70
102 MEASURE A TRANSPORTATION TAX	1,283,026.20	0.00	1,283,026.20
103 STREET SPECIAL REVENUE	308,989.09	0.00	308,989.09
104 TRAFFIC CONGESTION RELIEF	0.00	0.00	0.00
111 POLICE ASSET FORFEITURE	52,970.76	0.00	52,970.76
112 SAFETY AUGMENT. -PROP.172	98,840.70	0.00	98,840.70
113 POLICE SPECIAL REVENUE	82,491.31	0.00	82,491.31
114 TRAFFIC SAFETY GRANT	61,474.57	0.00	61,474.57
121 FEDERAL/STATE GRANTS	22,490.93 CR	0.00	22,490.93 CR
122 SOLID WASTE/RECYCL.	232,418.59	0.00	232,418.59
123 LIBRARY SPECIAL REVENUE	233,340.93	0.00	233,340.93
131 IN-LIEU FEES	4,142,067.18	0.00	4,142,067.18
132 AGENCY ON AGING	18,478.96 CR	0.00	18,478.96 CR
133 RESTRICTED DONATIONS	1,131,700.41	0.00	1,131,700.41
134 ED JOHNSON BEQUEST FUND	25,888.68	0.00	25,888.68
135 GLENVIEW FIRE DONATIONS	0.00	0.00	0.00
136 EMERGENCY DISASTER RESERVE	3,038,824.62	0.00	3,038,824.62
151 SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00
152 CITY OF SB AS SUCCESSOR HOUSING AGENCY	90,400.00	0.00	90,400.00
153 RDA OBLIGATION RETIREMENT FUND	1,183,096.27	649,970.36	1,833,066.63
190 EMERGENCY DISASTER FUND	2,008,908.49 CR	0.00	2,008,908.49 CR
201 PARKS AND FACILITIES CAPITAL	457,598.37	0.00	457,598.37
203 STREET IMPROVE. PROJECTS	1,485,783.67	0.00	1,485,783.67
207 TECHNOLOGY CAPITAL	219,266.13	0.00	219,266.13
251 SUCCESSOR AGENCY TO THE SB RDA - CAPITAL	0.00	0.00	0.00
302 LEASE DEBT SERVICE	248,414.32	3.03	248,417.35
351 SUCCESSOR AGENCY TO THE SB RDA -2000 COP	0.00	0.00	0.00
611 WATER FUND	14,597,380.42	0.00	14,597,380.42
621 STORMWATER FUND	407,306.95	0.00	407,306.95
631 WASTEWATER FUND	9,748,239.06	2.79	9,748,241.85
641 CABLE TV FUND	4,846,846.01 CR	200.00	4,846,646.01 CR
701 CENTRAL GARAGE	602,538.59	0.00	602,538.59
702 FACILITY MAINT.FUND	853,740.35	0.00	853,740.35
703 GENERAL EQUIPMENT REVOLVING	4,107,715.59	0.00	4,107,715.59
707 TECHNOLOGY DEVELOPMENT	291,137.02	0.00	291,137.02
711 SELF INSURANCE	1,649,193.46	91,118.50	1,740,311.96
870 SAN BRUNO COMMUNITY FOUNDATION	68,844,659.36	0.00	68,844,659.36
880 PROJECT DEVELOP. TRUST	63,628.27	0.00	63,628.27
891 S.B. GARBAGE CO. TRUST	497,432.73	0.00	497,432.73
<b>Grand Total:</b>	<b>128,552,406.64</b>	<b>795,002.94</b>	<b>129,347,409.58</b>

Expenditure Status Report

City of San Bruno

8/1/2014 through 8/31/2014

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
Total GENERAL FUND	37,213,504.25	2,947,967.64	5,605,375.68	32,387.98	31,575,740.59	15.15
Total GENERAL FUND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
Total ONE-TIME REVENUE	0.00	3,000.00	6,027.54	0.00	-6,027.54	0.00
Total GAS TAX	750,000.00	62,500.00	125,000.00	0.00	625,000.00	16.67
Total MEASURE A TRANSPORTATION TAX	0.00	0.00	0.00	0.00	0.00	0.00
Total POLICE ASSET FORFEITURE	0.00	0.00	0.00	0.00	0.00	0.00
Total SAFETY AUGMENT. -PROP.172	86,000.00	0.00	0.00	0.00	86,000.00	0.00
Total POLICE SPECIAL REVENUE	100,000.00	0.00	0.00	0.00	100,000.00	0.00
Total TRAFFIC SAFETY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
Total FEDERAL/STATE GRANTS	0.00	0.00	0.00	720.07	-720.07	0.00
Total SOLID WASTE/RECYCL.	60,806.00	3,438.66	6,717.29	0.00	54,088.71	11.05
Total LIBRARY SPECIAL REVENUE	39,000.00	3,250.00	6,500.00	0.00	32,500.00	16.67
Total IN-LIEU FEES	43,500.00	0.00	0.00	0.00	43,500.00	0.00
Total AGENCY ON AGING	184,405.00	10,255.75	21,291.28	0.00	163,113.72	11.55
Total RESTRICTED DONATIONS	27,473.00	24,348.38	32,749.36	0.00	-5,276.36	119.21
Total ED JOHNSON BEQUEST FUND	0.00	0.00	0.00	0.00	0.00	0.00
Total GLENVIEW FIRE DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
Total EMERGENCY DISASTER RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
Total SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00	0.00	0.00	0.00
Total CITY OF SB AS SUCCESSOR HOUSING AGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Total RDA OBLIGATION RETIREMENT FUND	373,617.50	0.00	186,808.75	0.00	186,808.75	50.00
Total EMERGENCY DISASTER FUND	3,316,496.46	148,205.99	203,590.12	1,723,170.82	1,389,735.52	58.10
Total PARKS AND FACILITIES CAPITAL	0.00	20,931.63	21,483.91	20,156.00	-41,639.91	0.00
Total STREET IMPROVE. PROJECTS	0.00	5,265.78	14,461.87	427,699.64	-442,161.51	0.00
Total TECHNOLOGY CAPITAL	0.00	3,670.05	16,710.05	0.00	-16,710.05	0.00
Total SUCCESSOR AGENCY TO THE SB RDA - CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00
Total LEASE DEBT SERVICE	1,217,949.25	38,497.99	38,497.99	0.00	1,179,451.26	3.16
Total SUCCESSOR AGENCY TO THE SB RDA -2000 COP	0.00	0.00	0.00	0.00	0.00	0.00

**Expenditure Status Report**

City of San Bruno  
 8/1/2014 through 8/31/2014

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
Total WATER FUND	8,800,869.11	802,917.64	1,265,326.63	2,099,666.75	5,435,875.73	38.23
Total STORMWATER FUND	704,509.00	49,900.11	96,657.60	46,230.00	561,621.40	20.28
Total WASTEWATER FUND	7,984,585.50	1,112,491.42	1,465,265.41	402,997.04	6,116,323.05	23.40
Total CABLE TV FUND	9,727,567.15	794,598.12	1,249,933.13	3,173,492.31	5,304,141.71	48.47
Total CENTRAL GARAGE	624,417.00	49,677.79	77,329.46	4,730.00	542,357.54	13.14
Total FACILITY MAINT.FUND	1,023,061.00	77,339.69	144,304.04	0.00	878,756.96	14.11
Total GENERAL EQUIPMENT REVOLVING	35,394.77	0.00	666.17	13,010.65	21,717.95	38.64
Total TECHNOLOGY DEVELOPMENT	648,941.00	58,754.84	97,691.30	0.00	551,249.70	15.05
Total SELF INSURANCE	1,826,881.00	56,413.06	953,920.74	0.00	872,960.26	52.22
<b>Grand Total</b>	<b>74,788,976.99</b>	<b>6,273,424.54</b>	<b>11,636,308.32</b>	<b>7,944,261.26</b>	<b>55,208,407.41</b>	<b>26.18</b>



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

**DATE:** September 23, 2014

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

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

**SUBJECT:** Adopt Resolution Approving Out of State Travel for Public Services Department Staff to Attend Water & Wastewater Industry Conferences in FY 2014-15

### BACKGROUND:

As the operator of both Water and Wastewater systems, Public Services staff is required to maintain a current knowledge regulations, maintenance practices and policies as well as information on new industry products and services.

Staff also uses information from trade magazines, periodicals and local and in-house training as a way to obtain this critical information and awareness. Attending these industry conferences is an important opportunity to gain first-hand knowledge, as well as insights for the execution and successful implementation of public services work programs.

Seminars and workshops also serve as valuable training opportunities which provide staff with professional development and continuing education for certification as well as networking opportunities. The filling of two (2) vacant Public Services Deputy Director positions along with increased State regulation and water/wastewater infrastructure capital improvement and maintenance programs have increased the need for training, certification and knowledge in the management of public services programs including technology, regulatory, conservation, policy educational awareness and understanding.

### DISCUSSION:

The FY 2014-15 Public Services Department budget includes funding for staff to attend Water and Wastewater industry conferences during the year. Several of these conferences are out of state and require prior City Council approval. The registration fee for these training conferences vary from \$300 - \$700 per attendee. This fiscal year the department plans to send the Deputy Director of Operations to the Sensus Utility Conference and the AWWA (American Water Works Association) Sustainable Water Management Conference; and the Wastewater Division Manager to the WEF (Water Environment Federation) Conference. Staff conscientiously manages the costs of training and attendance at conferences, which have not exceeded budgeted amounts. These conferences include:

- Sensus Utility Conference – Phoenix, AZ (Nov. 2014)
- AWWA Sustainable Water Management Conference – Portland, OR (March 2015)
- WEF Wastewater Collection Systems Conference – Cincinnati, OH (April 2015)

*7.e.*

These annually held industry conferences cover a variety of topics affecting the Water and Wastewater industry, including new policy developments, technology, advanced water meters, water quality, conservation and changes in state and federal regulations. Industry leaders and regulatory representatives participate on discussion panels and workshops to share information about the changes and experiences their agencies are undergoing and how conservation efforts, increased demand, technological advances and climate are impacting services.

The Sensus Conference is dedicated to agencies and utilities who have advanced water meters, flex net, customer interface, billing and technology systems used in water system management and conservation. This event will provide opportunities to learn best practices from experts and peers, and also gain insight into other agencies and utilities in the introduction, use and ability to maximize the investment in Sensus technologies. (Note: Sensus is currently the City's provider of water meters and staff is currently working with Sensus on the Advanced Meter project to upgrade meters and associated systems). Subject matter experts will provide technical training workshops to help better manage water systems as well as understand and provide solutions to water management issues.

The AWWA Sustainable Water Conference is targeted at water resource management, conservation, sustainable infrastructure and stormwater. Agencies and industry experts share best practices, regulatory requirements, forecast future demands and industry trends. Equipment vendors also introduce new products and services at these conferences.

The WEF Conference is targeted at Wastewater collections and personnel in the Public Works Wastewater industry. Showcased at this event are new technologies, wastewater related products, maintenance practices, policies and regulations. Subject matter experts provide technical training workshops to help better manage wastewater systems, demonstrate maintenance techniques and computerized maintenance management systems (CMMS).

**FISCAL IMPACT:**

The registration fee for these training conferences vary from \$300 - \$700 per attendee. Staff conscientiously manages the costs of training and attendance at conferences, which have not exceeded budgeted amounts. Funding in the FY2014-15 budget to cover the cost for these meetings/conferences is \$6,500.

**ALTERNATIVES:**

1. Do not approve staff to attend one or more out of state conference.

**RECOMMENDATION:**

Adopt resolution approving out of state travel for Public Services Department staff to attend Public Works industry conferences in FY 2014-15.

**DISTRIBUTION:**

None.

**ATTACHMENTS:**

1. Resolution
2. Conference Materials

**DATE PREPARED:**

September 10, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

RESOLUTION NO. 2014-\_\_\_\_\_

**RESOLUTION APPROVING OUT OF STATE TRAVEL FOR PUBLIC SERVICES  
DEPARTMENT STAFF TO ATTEND WATER & WASTEWATER INDUSTRY  
CONFERENCES IN FY 2014-15**

**WHEREAS**, the City operates a Water and Wastewater system; and

**WHEREAS**, staff maintains a current understanding of industry trends and practices with its membership in various water and wastewater organizations; and

**WHEREAS**, staff continually seeks to stay informed of new water resources, conservation, quality, distribution, treatment, maintenance practices, products, services via ongoing training, periodicals and magazines; and

**WHEREAS**, staff continually seeks to stay informed of new wastewater collection practices, products, services and technology via ongoing training, periodicals and magazines; and

**WHEREAS**, staff maintains water and wastewater certifications and relationships with industry peers, equipment and materials manufacturers by networking at industry conferences; and

**WHEREAS**, attendance at these conferences gives staff first-hand knowledge and training of new policies, products, trends, new technologies and services for water and wastewater operators.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council adopts a resolution approving out of state travel for Public Services staff to attend water and wastewater industry conferences in FY 2014-15 as follows:

- Sensus Utility Conference – Phoenix, AZ (Nov. 2014)
- American Water Works Association (AWWA) Sustainable Water Management Conference – Portland, OR (March 2015)
- Water Environment Federation (WEF) Wastewater Collection Systems Conference – Cincinnati, OH (April 2015)

Dated: September 23, 2014

ATTEST:

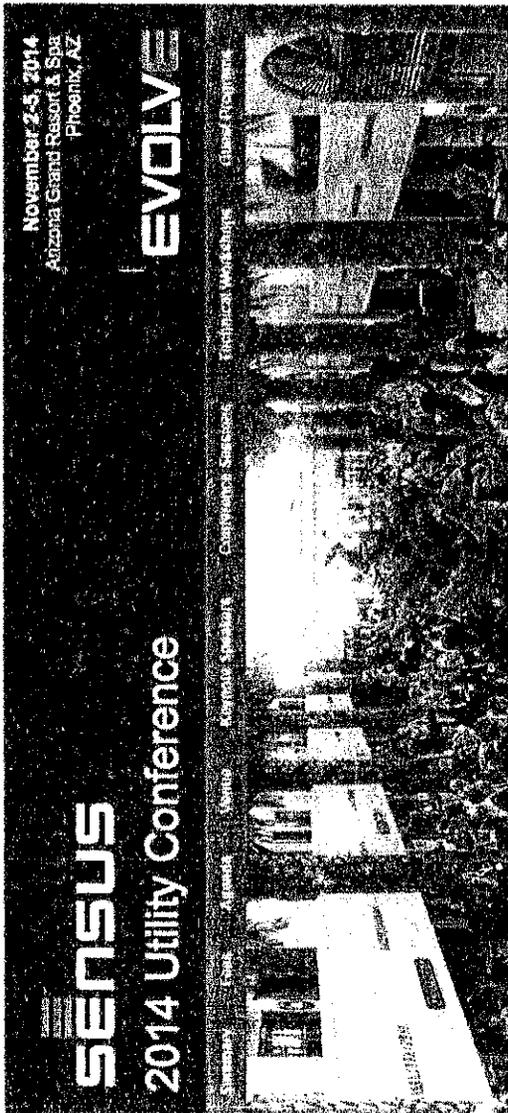
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Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 23rd day of September 2014 by the following vote:

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



*Sensus invites you to join your colleagues from water, gas, and electric utilities at the 2014 Sensus Utility Conference*

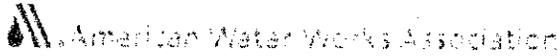
**STEP 1 - Register Now**

**STEP 2 - Make Your Hotel Reservation**

**Top 4 Reasons to Attend**

- 1. Enhance your knowledge and learn best practices**
  - Expand your knowledge base of new product and service solutions and learn best practices from experts and peers.
  - Stop by Sensus and partner booths at the fair. Opt for what you will see. Find out about the availability of our solutions.
- 2. Receive training from top professionals**

<b>WHEN</b>	November 2, 2014 - November 5, 2014 Arizona Grand Resort & Spa Phoenix, AZ 85044
<b>WHERE</b>	Arizona Grand Resort & Spa 2600 Arizona Grand Pkwy Phoenix, AZ 85044 USA 480-438-8800 Call Weather Get Map Get Directions Contact Us
<b>SPONSORS</b>	



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FINANCIAL MANAGEMENT

Sustainable Water Management Conference

MEMBRANE TECHNOLOGY

WATER CONSERVATION

UTILITY MANAGEMENT

WATER INFRASTRUCTURE

WATER QUALITY TECHNOLOGY

WATERBORNE PATHOGENS

CUSTOMER SERVICE CERTIFICATE PROGRAM



Registration will open mid-October.

Presenting solutions for balancing the benefits of conservation with the costs, managing water resources, water conservation, sustainable utilities and infrastructure, urban planning and design, energy efficiency, stormwater, reuse and more.

Interested in Sponsorship Opportunities?

Call for Papers

Register/Hotel

2014 Program

Call for Papers Abstracts

Contact Education Services or call 303.347.6181 if you have questions regarding abstract submission.

View the full list of categories (2/2)



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## Collection Systems 2015: Collection Systems Taking Center Stage – Seize the Opportunity

Duke Energy Convention Center  
Cincinnati, Ohio

Conference: April 13 - 22, 2015  
Exhibition: April 20 - 21, 2015

### Cooperating Organizations:

- [Ohio Water Environment Association](#)
- [National Association of Sewer Service Companies \(NASSCO\)](#)

[Collection Systems 2015 Call for Abstract is Now Closed!](#)

The Water Environment Federation's Collection Systems Committee is happy to announce the Collection Systems 2015 Conference! During the next few months, the Collection Systems Committee will work on setting the program with the inclusion of the following topics.

[Call for Abstracts Postcard \(PDF\)](#)

1. Asset Management	6. Integrated Planning
2. I/I Removal	7. Pump Station and Force Mains
3. Modelling	8. Odor and Corrosion Control
4. Operation & Maintenance (O&M)	9. Sewer Assessment and Rehabilitation
5. Trenchless new Construction	10. Combined and Sanitary Sewer Overflows

The Collection Systems Committee is also soliciting for Workshop Proposals. Workshop proposals offer the opportunity to learn about a specific topic in an in-depth, hands-on format. Workshop Proposals will be due on July 30, 2014. Please submit your proposal to [CS2015@wef.org](mailto:CS2015@wef.org).

[Workshop Proposal \(PDF\)](#)

For additional information, please contact:

Technical Program/ Abstracts	Attendee Registration	Exhibition and Sponsorship Sales	Exhibitor and Sponsor Support
Technical Programs	Registration	Sarah Evans Moretti Assistant Manager, Exhibition Sales	Nicole Jackson, Exhibition Operations Coordinator
1-703-684-2400 ext.7450 <a href="mailto:CS2015@wef.org">CS2015@wef.org</a>	1-703-684-2441 <a href="mailto:registration@wef.org">registration@wef.org</a>	1-703-684-2466 <a href="mailto:smoretti@wef.org">smoretti@wef.org</a>	1-703-684-2400 ext. 7741 <a href="mailto:njackson@wef.org">njackson@wef.org</a>



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

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**DATE:** September 23, 2014

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

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

**SUBJECT:** Adopt Resolution Authorizing the Closure of 1,200 Linear Feet of City Park Way on Saturday, September 27, 2014 between the Hours of 8:30 AM to 5:00 PM for the City of San Bruno Centennial Carnival

**BACKGROUND:**

The City of San Bruno is celebrating its 100<sup>th</sup> year of incorporation by hosting a Centennial Celebration Carnival at San Bruno City Park. The event will take place on Saturday, September 27, 2014 and is open to the general public. In all, as many as 5,000 people are estimated to attend the event. In order to accommodate such a large group of attendees, the closure of City Park Way is required. The length of the closure is approximately 1,200 linear feet and stretches from Crystal Springs Road to the north and De Soto Way to the south. The attached site plan shows the extent of the closure.

**DISCUSSION:**

The celebratory event is scheduled to take place between the hours of 10:30 AM and 4:00 PM; however, the proposed road closure would occur between the hours of 8:30 AM and 5:00 PM on Saturday, September 27, 2014. The street closure time period includes two hours of set up prior to the event and one hour for clean up after the event. The event will include an opening ceremony, field games, rides, and entertainment. Food and beverages will be available to attendees.

In order to accommodate the road closure, a Traffic Control Plan has been developed as shown in Attachment 3. The Traffic Control Plan has been coordinated with the Police and Fire Departments. All residents and property owners within the area bounded by Crystal Springs Avenue to the north, El Camino Real to the east, the City boundary to the south and the Junipero Serra County Park to the west have been provided written notice of the proposed road closure and of the fact that the City Council would be considering this matter at the September 23, 2014 City Council meeting.

**FISCAL IMPACT:**

The City will be responsible for all costs associated with setting up and removal of the road closure and detour signs, and site cleanup.

7.6.

**ALTERNATIVES:**

1. Do not approve the street closure.
2. Approve the road closure subject to additional conditions.

**RECOMMENDATION:**

Adopt a resolution authorizing the closure of 1,200 linear feet of City Park Way on Saturday, September 27, 2014 between the hours of 8:30 AM and 5:00 PM for the City of San Bruno Centennial Celebration Carnival.

**DISTRIBUTION:**

1. None

**ATTACHMENTS:**

1. Resolution
2. Site Plan
3. Traffic Control Plan

**DATE PREPARED:**

September 12, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

**RESOLUTION NO. 2014 -**

**RESOLUTION AUTHORIZING THE CLOSURE OF 1,200 LINEAR FEET OF CITY PARK WAY  
ON SATURDAY, SEPTEMBER 27, 2014 BETWEEN THE HOURS OF  
8:30 AM AND 5:00 PM FOR THE CITY OF SAN BRUNO CENTENNIAL CARNIVAL**

**WHEREAS**, the City of San Bruno is celebrating its 100<sup>th</sup> year of incorporation by hosting a Centennial Carnival at San Bruno City Park; and

**WHEREAS**, the San Bruno City Council finds and declares, pursuant to California Vehicle Code Section 21101, that the closing of a certain street in connection with such event is necessary for the safety and protection of persons who are to use certain portions of such street during such closing; and

**WHEREAS**, the Police Department, the Fire Department, and the Community Services Department have reviewed the detour plan; and

**WHEREAS**, residents and property owners within the area bounded by Crystal Springs Avenue to the north, El Camino Real to the east, the City boundary to the south and the Junipero Serra County Park to the west have been provided written notice that a road closure is proposed, and that the City Council will consider the road closure at its City Council meeting on September 23, 2014; and

**WHEREAS**, on September 23, 2014, the City Council heard all public comments and considered the requested road closure.

**NOW, THEREFORE, BE IT RESOLVED** by the San Bruno City Council that the 1,200 feet of City Park Way shall be closed to vehicular traffic, on Saturday, September 27, 2014, between the hours of 8:30 AM and 5:00 PM:

ATTEST:

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Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 23rd day of September 2014 by the following vote:

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

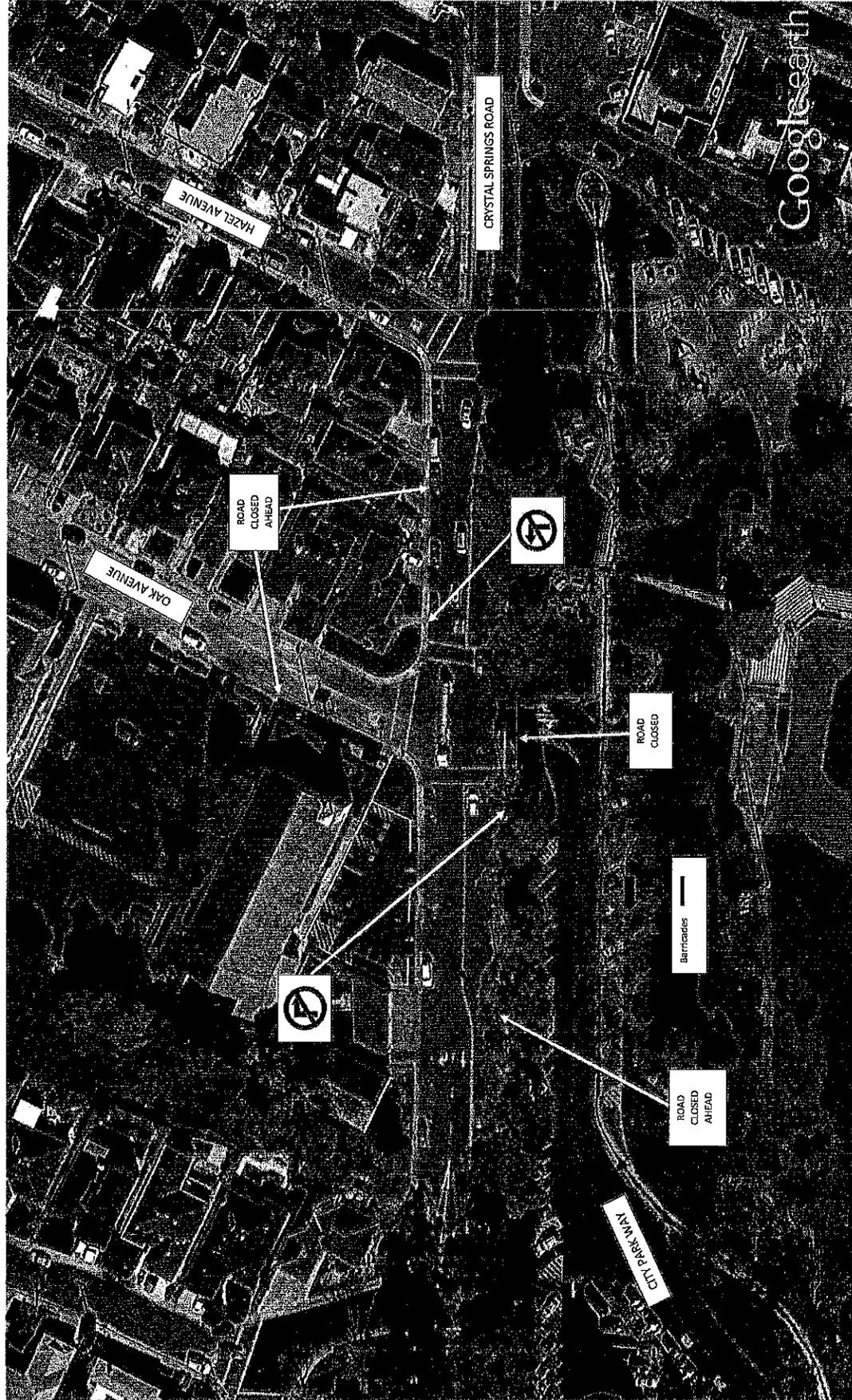
NOES: Councilmembers: \_\_\_\_\_

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

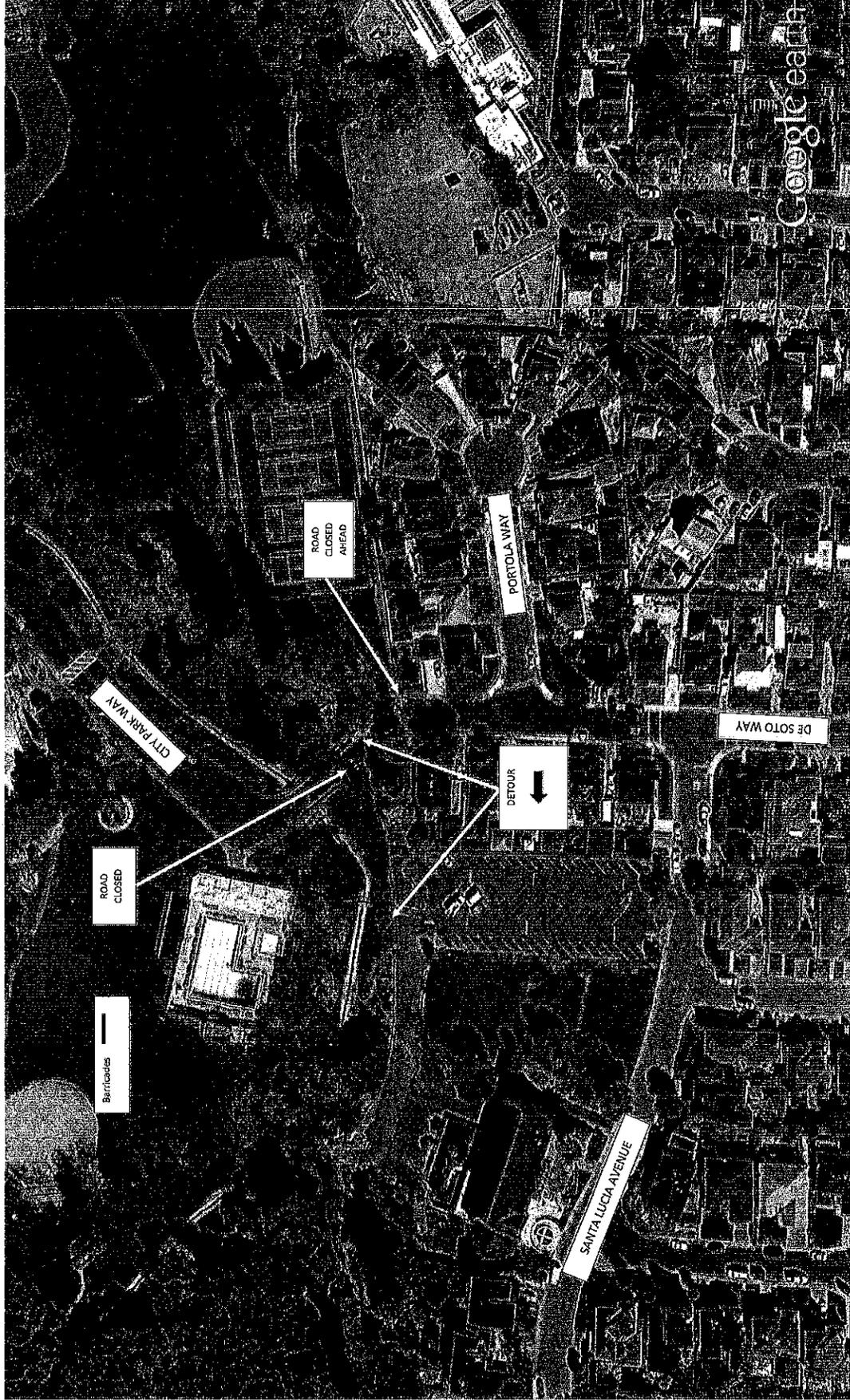
Site Plan — City Park Way Closure Limits



Traffic Control Plan – City Park Way / Crystal Springs Road Intersection



Traffic Control Plan – City Park Way / De Soto Way Intersection





**Successor Agency to the  
San Bruno Redevelopment Agency  
Staff Report**

CITY OF SAN BRUNO

**DATE:** September 23, 2014

**TO:** Successor Agency to the San Bruno Redevelopment Agency

**FROM:** Angela Kraetsch, Finance Director

**SUBJECT:** Adopt Resolution Approving the Recognized Obligation Payment Schedule 14-15B and Successor Agency Administrative Budget for the Period of January 1, 2015 through June 30, 2015

**BACKGROUND**

On February 1, 2012, the San Bruno Redevelopment Agency was dissolved under AB 1x 26 (Dissolution Act) as affirmed by the California Supreme Court in December 2011. Since that time, the San Bruno Redevelopment Agency has been following the process outlined in the Dissolution Act to unwind the affairs of the former redevelopment agency.

As part of that Dissolution Act (AB 1484), the San Bruno Successor Agency must submit an Oversight Board approved Recognized Obligation Payment Schedule (ROPS 14-15B) to the Department of Finance by October 3, 2014. The period covered by ROPS 14-15B is January 1, 2015 through June 30, 2015. The Successor Agency must also prepare an Administrative Budget for Oversight Board approval in accordance with the California Health and Safety Code Section 34177(j).

**DISCUSSION**

The ROPS 14-15B details outstanding expenditures anticipated to be paid between January and June 2015. The estimated total for this period is \$1,530,586 and is comprised of the five items summarized below. All of these items had been previously discussed with the Oversight Board and appeared on prior ROPS including:

- 1) **2000 Certificates of Participation:** Principle and interest payment for the 2000 Certificates of Participation is due on February 1, 2015, with the subsequent interest payment due on August 1, 2015. The February principle and interest payment has been programmed into this ROPS.
- 2) **Archstone II Owner Participation Agreement:** Per Section 401.2 of the Owner Participation Agreement, the Agency shall pay up to \$370,000 annually from 2008-09 through 2022-23 to ensure the provision of affordable housing units at the Crossing.
- 3) **Archstone II Owner Participation Agreement:** Per Section 401.3 of the Owner Participation Agreement and in accordance with the First Amendment to the OPA dated March 4, 2004, the Agency shall pay up to \$311,000 annually from 2005-06 through 2039-40 to ensure the provision of affordable housing units at the Crossing.

7.9.

- 4) **Administrative Costs:** The Successor Agency is eligible to receive an administrative allowance covering costs associated with winding down the affairs of the former redevelopment agency. The attached Successor Agency of the San Bruno Redevelopment Agency Administrative Budget provides detailed information supporting the Administrative Costs requested in the ROPS.
- 5) **City Advances to the Redevelopment Agency in Accordance with Cooperative Agreement Dated August 10, 1998:** On September 17, 2013, the Oversight Board approved a resolution authorizing repayment of \$2,977,000 in loans owed the City of San Bruno by the former San Bruno Redevelopment Agency. The Department of Finance approved repayment of this amount on December 24, 2013 and directed that this be placed on the ROPS. This is the second payment in accordance with the approved five-year repayment schedule.

The Oversight Board to the San Bruno Successor Agency approved a resolution covering ROPS 14-15B and the Administrative Budget at its regular meeting on September 15, 2014. Action by the Successor Agency is not specifically required but is recommended to assure coordination between the Successor Agency and the Oversight Board.

#### **FISCAL IMPACT**

The approval of ROPS 14-15B and the Successor Agency Administrative Budget are necessary to ensure that the Successor Agency for the San Bruno Redevelopment Agency receives the funds necessary to meet all enforceable obligations during the period January 1, 2015 through June 30, 2015.

#### **ALTERNATIVES**

1. Do not approve the Recognized Obligation Payment Schedule 14-15B or Successor Agency Administrative Budget for January 1, 2015 through June 30, 2015.

#### **RECOMMENDATION**

Adopt resolution approving the Recognized Obligation Payment Schedule 14-15B and Successor Agency Administrative Budget for the period of January 1, 2015 through June 30, 2015.

#### **ATTACHMENTS**

1. Resolution
2. Recognized Payment Obligation Schedule 14-15B for the Period of January 1, 2015 through June 30, 2015.
3. Successor Agency Administrative Budget for January 1, 2015 through June 30, 2015.

#### **DATE PREPARED**

September 10, 2014

**RESOLUTION NO. 2014 - \_\_\_\_**

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE SAN BRUNO  
REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION  
PAYMENT SCHEDULE 14-15B AND SUCCESSOR AGENCY ADMINISTRATIVE  
BUDGET FOR THE PERIOD JANUARY 1, 2015 THROUGH JUNE 30, 2015**

**WHEREAS**, Section 34177(l)(2) of the Health and Safety Code requires the Successor Agency to the San Bruno Redevelopment Agency (Successor Agency) to submit to the State Department of Finance (DOF), the State Controller, and the San Mateo County Auditor-Controller (County Auditor) for review, a Recognized Obligation Payment Schedule for the period January 1 through June 30, 2015 (ROPS) that has been reviewed and approved by the Oversight Board for the Successor Agency to the San Bruno Redevelopment Agency (Board); and

**WHEREAS**, Section 34177(m) of the Health and Safety Code requires that the approved ROPS be submitted no later than October 3, 2014; and

**WHEREAS**, pursuant to Section 34177(j) of the California Health and Safety Code, the Successor Agency has prepared and submitted the ROPS 14-15B and proposed administrative budget for the period of January 1, 2015 through June 30, 2015 to the Oversight Board and these were approved on September 15, 2014.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE SAN BRUNO  
REDEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:**

1. The Recognized Obligation Payment Schedule for the period January 1 through June 30, 2015, in the form attached to this resolution and incorporated herein by reference, is hereby approved.

2. The Successor Agency Administrative Budget for the period of January 1, 2015 through June 30, 2015 in the form attached to this resolution and incorporated herein by reference is hereby approved.

3. The staff of the Successor Agency is hereby directed to submit the ROPS and Administrative Budget to DOF, the State Controller and the County Auditor and post the ROPS on the Successor Agency's website in accordance with Health and Safety Code Section 34177(l)(2)(C), and to cooperate with DOF to the extent necessary to obtain DOF's acceptance of the ROPS, including, if necessary, making modifications to the ROPS determined by the Successor Agency's City Manager to be reasonable and financially feasible to meet its legally required financial obligations.

**PASSED AND ADOPTED** by the Successor Agency to the San Bruno  
Redevelopment Agency this 23<sup>rd</sup> day of September 2014, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution No. 2014 - \_\_\_\_ was duly and  
regularly adopted at a meeting of the Successor Agency to the San Bruno  
Redevelopment Agency on September 23, 2014.

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Clerk of the Board

**Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary**

Filed for the January 1, 2015 through June 30, 2015 Period

Name of Successor Agency: San Bruno  
 Name of County: San Mateo

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A	Sources (B+C+D):	\$ -
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 1,530,586
F	Non-Administrative Costs (ROPS Detail)	1,472,290
G	Administrative Costs (ROPS Detail)	58,296
H	Current Period Enforceable Obligations (A+E):	\$ 1,530,586

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	1,530,586
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(513,091)
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 1,017,495

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations Funded with RPTTF (E)	1,530,586
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	1,530,586

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Peggy Jensen County Appointee

Name Title

[Signature] 9/15/2014  
 Signature Date

**Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail**  
 January 1, 2015 through June 30, 2015  
 (Report Amounts in Whole Dollars)

Item #	Project Name / Debt Obligation	C	D	E	F	G	H	I	J	K				L		M	N	O	P
										Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation				
1	2000 Certificates of Participation	Bonds Issued On or Before 6/27/11	1/25/2000	2/1/2031	Union Bank	Certificates of Participation/Bonds	San Bruno	25,588,071	N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	2000 Certificates of Participation Fiscal Agent fees	Fees	7/25/2000	2/1/2031	Union Bank	Fiscal Agent fees associated with the Police Facility	San Bruno Redevelopment Project Area	42,500	N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Aristone II Owner Participation Agreement	OPA/DDA/Construction	3/4/2005	3/4/2018	ASN Tarifon Crossing LLC	Tax increment reimbursement of affordable housing subsidy	San Bruno Redevelopment Project Area	2,960,000	N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Arstone I Owner Participation Agreement	OPA/DDA/Construction	12/11/2002	12/11/2035	ASN Tarifon Crossing LLC	Tax increment reimbursement of affordable housing subsidy	San Bruno Redevelopment Project Area	8,086,000	N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Administrative Costs	Admin Costs	1/1/2030	1/1/2030	Successor Agency	Administrative Allowance	San Bruno Redevelopment Project Area	965,475	N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	Project - Caltrain Grade Separation	Improvement/Infrastructure	11/9/2010	12/31/2013	PB Americas/Caltrain JPB	Construction management services contract, design contract, and staff costs associated with the Caltrain Grade Separation in the former redevelopment area	San Bruno Redevelopment Project Area		N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	City Advances to the Redevelopment Agency in accordance with Cooperation Agreement dated August 10, 1998 plus accrued interest from loan origination 8/27/13-8/31/14	City/County Loans On or Before 8/27/11	8/10/1998	12/31/2014	City of San Bruno	Loan for operating and admin costs plus accrued interest set at Liar rate 0.257% at the time of Oversight Board Finding 9/7/13. 20% of repayment amounts will be transferred to Low and Mod Housing Asset Fund.	San Bruno Redevelopment Project Area	2,715,907	N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
12									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
13									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
14									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
15									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
16									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
17									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
18									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
19									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
20									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
21									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
22									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
23									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
24									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
25									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
26									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
27									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
28									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
29									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
30									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
31									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
32									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
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34									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
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36									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
37									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
38									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
39									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
40									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
41									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
42									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
43									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
44									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
45									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
46									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
47									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
48									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
49									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
50									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
51									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
52									N	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Item #	Project Name / Debt Obligation	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	2000 Certificates of Participation	Bonds Issued On or Before 6/27/11	1/25/2000	2/1/2031	Union Bank	Certificates of Participation/Bonds	San Bruno	25,588,071	N	\$	\$	\$	\$	\$	\$
2	2000 Certificates of Participation Fiscal Agent fees	Fees	7/25/2000	2/1/2031	Union Bank	Fiscal Agent fees associated with the Police Facility	San Bruno Redevelopment Project Area	42,500	N	\$	\$	\$	\$	\$	\$
3	Aristone II Owner Participation Agreement	OPA/DDA/Construction	3/4/2005	3/4/2018	ASN Tarifon Crossing LLC	Tax increment reimbursement of affordable housing subsidy	San Bruno Redevelopment Project Area	2,960,000	N	\$	\$	\$	\$	\$	\$
4	Arstone I Owner Participation Agreement	OPA/DDA/Construction	12/11/2002	12/11/2035	ASN Tarifon Crossing LLC	Tax increment reimbursement of affordable housing subsidy	San Bruno Redevelopment Project Area	8,086,000	N	\$	\$	\$	\$	\$	\$
5	Administrative Costs	Admin Costs	1/1/2030	1/1/2030	Successor Agency	Administrative Allowance	San Bruno Redevelopment Project Area	965,475	N	\$	\$	\$	\$	\$	\$
7	Project - Caltrain Grade Separation	Improvement/Infrastructure	11/9/2010	12/31/2013	PB Americas/Caltrain JPB	Construction management services contract, design contract, and staff costs associated with the Caltrain Grade Separation in the former redevelopment area	San Bruno Redevelopment Project Area		N	\$	\$	\$	\$	\$	\$
8	City Advances to the Redevelopment Agency in accordance with Cooperation Agreement dated August 10, 1998 plus accrued interest from loan origination 8/27/13-8/31/14	City/County Loans On or Before 8/27/11	8/10/1998	12/31/2014	City of San Bruno	Loan for operating and admin costs plus accrued interest set at Liar rate 0.257% at the time of Oversight Board Finding 9/7/13. 20% of repayment amounts will be transferred to Low and Mod Housing Asset Fund.	San Bruno Redevelopment Project Area	2,715,907	N	\$	\$	\$	\$	\$	\$

**Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances**

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [https://rad.dof.ca.gov/rad-sa/pdf/Cash\\_Balance\\_Agency\\_Tips\\_Sheet.pdf](https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf).

A	B	C	D	E	F	G	H	I				
									Fund Sources			
									Bond Proceeds		Reserve Balance	
Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin							
<b>Cash Balance Information by ROPS Period</b>												
<b>ROPS 13-14B Actuals (01/01/14 - 06/30/14)</b>												
1	Beginning Available Cash Balance (Actual 01/01/14)			76,627			535,925	\$536K is Jan 1, 14 cash balance less RPTTF reclassified as reserves (\$77K). Per SCO review report dated Jun 13, 14, \$487K for capital improvements and interest payments on advances, is an unallowable asset transfer to the City. City must reverse these transfers and turn the funds over to Successor Agency for disposition.				
2	Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014					486,716	585,021					
3	Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts; H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns I and Q			76,627			604,696	COP 2000 principal and interest payments; Archstone I subsidy payment.				
4	Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B											
5	ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S											
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4); H = (1 + 2 - 3 - 4 - 5)					486,716	3,159					
<b>ROPS 14-15A Estimate (07/01/14 - 12/31/14)</b>												
7	Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6; F = H4 + F4 + F6; and H = 5 + 6)					486,716	516,250					
8	Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014						704,898					
9	Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)						707,398	Fiscal agent fee, COP2000 interest payment, admin allowance, City advances.				
10	Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A											
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)					486,716	513,750					





**Successor Agency of the San Bruno Redevelopment Agency  
Administrative Budget  
January 1, 2015 - June 30, 2015**

<b>Personnel Costs</b>			
<b>Department</b>	<b>Position</b>	<b>Percent Allocation</b>	<b>Budget</b>
<b>Management Services</b>	<b>City Manager</b>	<b>2.00%</b>	<b>2,984</b>
<i>Continuing review of City Recognized Obligation Payment Schedules, Administrative Budgets, and other related reports that go to the City Council and Oversight Board.</i>			
<b>Legal Services</b>	<b>City Attorney</b>	<b>5.00%</b>	<b>6,617</b>
<i>Ongoing legal support for matters concerning the dissolution of redevelopment, including working with outside legal counsel and the Department of Finance on permanent resolution of Archstone subsidy funding.</i>			
<b>City Clerk</b>	<b>City Clerk</b>	<b>5.00%</b>	<b>3,227</b>
<i>Preparation and posting of Oversight Board Agenda packets, attendance at Oversight Board meetings, and preparation of meeting minutes.</i>			
<b>Finance</b>	<b>Finance Director</b>	<b>10.00%</b>	<b>10,980</b>
<i>Preparation of Recognized Obligation Payment Schedules, Administrative Budgets, oversight of financial obligations of former RDA, preparation of Oversight Board Agenda Packets, serve as liaison to Department of Finance and follow-up on related information requests, and attend Oversight Board meetings as needed.</i>			
<b>Finance</b>	<b>Accounting Manager</b>	<b>10.00%</b>	<b>8,513</b>
<i>Maintain the financial records of the Successor Agency, which includes working on the annual audit of the Redevelopment Obligation Retirement Fund and related disclosures, ensure accurate accounting of all former RDA transactions, and reconciliation of bank account and ledger for the Successor Agency.</i>			
<b>Community Development</b>	<b>Community Development Director</b>	<b>2.50%</b>	<b>2,377</b>
<i>Attend Oversight Board Meetings as needed Provide policy direction related to the City's low and moderate income housing program.</i>			
<b>Community Development</b>	<b>Housing Manager</b>	<b>7.50%</b>	<b>6,442</b>
<i>Attend Oversight Board Meetings as needed. Continue to oversee the City's low and moderate income housing program and ensure continuing compliance with Archstone Owner Participation Agreements. Complete required compliance reports and review annual subsidy requests. Update and maintain website of the Successor Agency and Oversight Board.</i>			
<b>Management Services</b>	<b>Management Analyst</b>	<b>1.00%</b>	<b>638</b>
<i>Set-up for oversight board meetings and provide general support coordinating staff work outlined above</i>			
<b>Total Personnel Costs</b>			<b>41,779</b>
<b>Overhead Costs of 15% (Payroll, IT, Accounts Payable, etc)</b>			<b>6,267</b>
<b>Supplies and Materials</b>			
<b>Office supplies, utilities, communications, printing and copying</b>			<b>250</b>
<b>Audit Fees for Redevelopment Obligation Retirement Fund</b>			<b>0</b>
<b>Outside Legal Costs for Successor Agency and Oversight Board</b> (includes anticipated fees to resolve Archstone subsidy matters with Department of Finance).			<b>10,000</b>
<b>Total Administrative Budget for January 1 - June 30, 2015</b>			<b><u>\$58,296</u></b>



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: September 23, 2014

TO: Honorable Mayor and City Council Members

FROM: Kerry Burns, Community Services Director

SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Successor Joint Use Agreement between the City of San Bruno and the San Bruno Park School District

### BACKGROUND:

In October 2007, the City of San Bruno (City) and San Bruno Park School District (School District) entered into a Joint Use Agreement to memorialize the organizations' collective understanding of the arrangements for use of School District and City facilities for delivery of programs to benefit residents of San Bruno and those who reside within the geographical boundaries of the School District. The primary feature of the agreement concerns the arrangements for maintenance of School District outdoor athletic fields and their use for community recreational sports programs. This 2007 agreement was mutually amended by the parties in December 2011. The term of the amended agreement was December 15, 2011 through August 31, 2021.

In spring 2013, the School District modified its policy and began charging non-profits and the City for use of School District facilities for non-school related activities. As a result of the School District's change in policy, per Section 18 of the Joint Use Agreement, the School District sent the City a letter on August 15, 2013 terminating the Joint Use Agreement and requesting the opportunity to negotiate a successor agreement. Per the terms of the termination section of the agreement requiring at least 180 days advanced notice, the effective date of the termination was February 10, 2014.

Shortly thereafter, at the meeting of the City Council and School District governing board joint subcommittee, School District staff provided an update on the School District's interest in a successor agreement. The joint subcommittee confirmed their intent to negotiate a successor agreement. At the joint meeting of the City Council and School Board on January 23, 2014, staff presented an overview of its progress in the development of the successor Joint Use Agreement. Due to the necessity for additional time to complete these discussions prior to the Agreement's expiration on February 10, 2014 and the respective elected bodies' consideration and action on a successor agreement, the City and School District mutually concurred that a 90-day extension of the existing agreement until May 10, 2014 would best serve their mutual interests.

Prior to bringing this proposed successor Joint Use Agreement to the City Council for its consideration, the City Council and School District governing board joint subcommittee met on May 6, 2014 to review the proposed agreement. On May 13, 2014, the City Council approved the successor Joint Use Agreement. On May 28, 2014, the School Board voted not to approve the agreement. The City and School District concurred that an additional extension of the existing agreement until October 15, 2015 would serve their mutual interests and allow sufficient time to prepare a revised successor Joint Use Agreement that would address the School Board's considerations.

*T.H.*

On September 10, 2014, the School Board approved the revised successor Joint Use Agreement and this revised agreement is presented to the City Council for its consideration.

**DISCUSSION:**

The proposed revised successor Joint Use Agreement uses as its foundation many of the terms and conditions memorialized in the December 2011 Joint Use Agreement. This proposed revised successor Joint Use Agreement differs from the one approved by the City Council on May 13, 2014 in the following ways:

- Through mutual agreement, the City will provide a reduced level of routine inspection of the irrigation systems at Belle Air Elementary and Parkside Middle Schools, thereby reducing the Districts annual City Maintenance and Cost Recovery Fee;
- The District will not charge the City for use of its facilities for the delivery of the Middle School Sports Program; and,
- The City and School District will negotiate a separate agreement in the event any future permanent improvements are installed or built upon District property.

These above changes were requested by the School District. These changes allow the School District to reduce their overall maintenance costs and benefit the City by reducing its overall expense for the delivery of the Middle School Sports Program, as well as offer clarity in the future should improvements be made on School District property. A summary of the additional new provisions to the agreement, previously approved by the City Council are presented in Attachment No. 1 (Summary of Successor Joint Use Agreement provisions) to this report.

In the event the City Council wishes to recover all of the \$39,900 in new facility use fee expenses, existing program fees would be increase as follows:

<b>Program</b>	<b>Current Fee</b>	<b>Fee with Facility Rental Charge Included</b>
After School Adventures Program	\$125/month	\$149/month

As part of the development of the proposed Master Fee Schedule for Fiscal Year 2015-16, staff will obtain City Council direction on how much of the School District's facility use fees it wishes to absorb or include in the City's user fee(s) for the After School Adventures Program.

The proposed revised successor Joint Use Agreement continues to address only the City and School District's relationship relative to the City's use of School District facilities and maintenance of the Belle Air Elementary and Parkside Middle Schools fields. The City continues to assist the School District free of charge with activities which result in a direct cost to the City. This includes the School District's use of the City's equipment, facilities and staff for the School District's Day of the Child-Dia de los Ninos y Libros and tree inspections and permits. Additionally, the City's Master Fee Schedule contains School District specific charges which are lower than the fees charged by the City for use of its facilities by non-profit community and support organizations. For example, the City charges for

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

**September 23, 2014**

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only the direct-cost associated with swimming pool lifeguards and custodial staff-time, the School District uses free-of-charge the City's picnic areas, fields, gymnasium and swimming pool for events.

**FISCAL IMPACT:**

As a result of the proposed Joint Use Agreement, the City will be required to pay \$39,900 in new program expenses to the School District to deliver the After School Adventures Program. The City Council may wish to recover all or some of these new costs when it considers the Master Fee Schedule in June.

Under the existing Joint Use Agreement, the School District annually pays the City \$12,110 for maintenance of the Belle Air Elementary and Parkside Middle School fields. Beginning on July 1, 2014, the School District will begin to reimburse the City for the labor and supply costs it incurs for the School Districts pro rata share of the benefit of this maintenance, or \$29,400 annually. The difference between these two rates, or \$17,290, represents newly recovered City costs.

**RECOMMENDATION:**

Adopt resolution authorizing the City Manager to execute the revised successor Joint Use Agreement between the City of San Bruno and the San Bruno Park School District.

**ALTERNATIVES:**

1. Direct staff to continue negotiations with the School District on a successor Joint Use Agreement consistent with City Council direction.
2. Direct staff to discontinue City maintenance of the Belle Air Elementary and Parkside Middle Schools and continue negotiations with the School District on a successor Joint Use Agreement only for the purpose of securing School District facility for the delivery of the City's After School Adventures Programs.

**DISTRIBUTION:**

None

**ATTACHMENTS:**

1. Attachment No. 1 (Summary of Successor Joint Use Agreement Provisions)
2. Resolution
3. Proposed Joint Use Agreement

**DATE PREPARED:**

September 11, 2014

**REVIEWED:**

CM \_\_\_\_\_

**Attachment No. 1  
 Summary of Successor Joint Use Agreement Provisions**

- 3-year term from the expiration of the existing extension from October 15, 2014 to October 14, 2017, with an Evergreen clause which includes an automatic renewal every three years unless terminated by either party;
- Per the School District's Use of Facilities Policies and Regulations, payment by the City to the School District for use of District indoor facilities for the delivery of the City's After School Adventures Program. The District's After School Education and Safety (ASES) program which is delivered by the City shall be exempt from the facility fee;
- Payment by the District to the City for the City's staff and supply cost associated with the delivery of Basic Mowing and Irrigation Maintenance Service at Belle Air Elementary and Parkside Middle Schools. Basic Mowing Service includes: cutting and edging the grass once per week, weather conditions permitting, fertilizing, aerating, gopher control, weed control, and trash removal. Irrigation Maintenance Service includes: maintenance of irrigation heads, controllers, underground irrigation lines, and wiring and replacing parts, as needed;
- Annual increase to City and School District fees based on the Consumer Price Index for all Urban Consumers (San Francisco-Oakland-San Jose);
- At the end of each Evergreen term, the City shall recalculate its Basic Mowing and Irrigation Maintenance Services costs and the School District shall recalculate its District Use of Facilities Fee. This new cost shall become the fees for the first year of the new three-year Agreement. An increase of 15% or less shall not require approval by the respective governing bodies;
- The City shall pay the District \$39,900 in annual classroom rental fees for the delivery of the City's After School Adventures program at El Crystal, Rollingwood, John Muir and Portola Elementary Schools and Parkside Middle School (\$12 per hour rental fee for 19 hours per week over 35 weeks at 5 sites); and,
- The District shall pay the City \$29,400 based on the City's labor and supply expenses for maintaining Belle Air Elementary and Parkside Middle Schools as follows:

Mowing	\$ 18,940
Irrigation Maintenance	38,600
Fertilizing	1,360
Aerating	5,360
Gopher Control	5,943
Weed Control	4,377
Trash Removal	17,950
Field Preparation	<u>13,172</u> (per agreement, not included in allocation)
Total City Costs	<u>105,702</u>
Total to be Allocated	<u>\$ 92,530</u>

The total City cost for the maintenance of the Belle Air Elementary and Parkside Middle Schools fields as described above is \$105,702. The share allocated to the District is reduced by the Field preparation cost of \$13,172 which directly benefits only the community's sports groups who use of the fields. Based on the School District's 1,000 total hours of utilization of the Belle Air Elementary and Parkside Middle Schools fields per the Master Calendar, the School District derives 31.72% of the benefit from the City's maintenance effort. As a result, the School District's pro rata share of the cost is estimated at \$29,400 for fiscal year 2014-15; and,

- The District shall provide the City with confirmation that local sports organizations have satisfied the School District's requirement for use of the fields and shall provide the local sports organizations with a receipt which they shall provide to the City as a prerequisite for confirming their schedule on the Master Calendar.

**RESOLUTION NO. 2014-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
SUCCESSOR JOINT USE AGREEMENT BETWEEN THE CITY OF SAN BRUNO  
AND THE SAN BRUNO PARK SCHOOL DISTRICT**

**WHEREAS**, City and District mutually agree that the provision of adequately maintained recreational facilities and recreation programs are beneficial to the residents of the City and to those who reside within the geographical boundaries of the District; and,

**WHEREAS**, District and City each own certain indoor and outdoor facilities, such as athletic fields, play areas, community rooms, gymnasiums, classrooms and other facilities (hereinafter, collectively referred to as "Facilities") which are suitable for District and City recreational programs and community uses; and,

**WHEREAS**, the City and District have a well-established history of working together to ensure their respective Facilities are available and utilized for the common good and for the enhanced benefit of the community; and,

**WHEREAS**, the City and the District have, in the past, agreed to arrangements relating to the joint use and maintenance of the Facilities, as well as relating to the sharing and allocation of costs for Facilities maintenance. Most recently, the City and the District entered into a joint use agreement dated December 15, 2011 and amended on February 6, 2014, and the parties have been operating under the terms and conditions of such joint use agreement; and,

**WHEREAS**, sections 10900 *et seq.* of the Education Code authorize cities and school districts to maintain and operate joint use playgrounds and outdoor playing fields in order to reduce capital and operational costs to both governmental jurisdictions and provide recreational areas for the community as a whole; and,

**WHEREAS**, the City and the District wish to enter into this Agreement to update the joint use agreement referenced above and provide for the joint use of their respective Facilities and set forth their respective obligations with respect to Facilities maintenance; and,

**WHEREAS**, this successor joint use agreement is for a three-year term through October 14, 2017 with an Evergreen clauses which includes an automatic renewal every three years unless terminated by either the City or School District; and,

**WHEREAS**, the City shall pay the School District \$39,900 in the first year of the joint use agreement for use of the School District's indoor facilities and fields for the delivery of the City's After School Adventures and Middle School sports Program; and,

**WHEREAS**, the School District shall pay the City \$29,400 in the first year of the agreement for its total hours of utilization of the fields and the City's staff and supply costs associated with the turf and irrigation maintenance at Belle Air Elementary and Parkside Middle Schools; and,

**WHEREAS**, annual increase to these fees shall be based on the Consumer Price Index; and,

**WHEREAS**, at the end of each Evergreen term, the City and School District shall work collaboratively to update their actual costs which shall be included in the first year of the new agreement; and,

**WHEREAS**, the School District shall provide the City with confirmation that sports groups have satisfied their financial responsibility to the School District for use of the field as a prerequisite for the City's confirmation of their reservation on the City's Master Calendar.

**NOW, THEREFORE, BE IT RESOLVED** that the San Bruno City Council hereby authorizes the City Manager to execute a successor Joint Use Agreement between the City of San Bruno and the San Bruno Park School District.

Dated: September 23, 2014

ATTEST:

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

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 23<sup>th</sup> day of September, 2014 by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____

**JOINT USE AGREEMENT BETWEEN THE CITY OF SAN BRUNO AND  
THE San Bruno PARK SCHOOL DISTRICT**

This **JOINT USE AGREEMENT** (this "Agreement") is dated October 15, 2014 between the CITY OF SAN BRUNO (hereinafter, the "City"), and the SAN BRUNO PARK SCHOOL DISTRICT (the "District"). District and City may each be referred to individually as a "party" or jointly as "parties,"

**RECITALS**

WHEREAS, City and District mutually agree that the provision of adequately maintained recreational facilities and recreation programs are beneficial to the residents of the City and to those who reside within the geographical boundaries of the District; and,

WHEREAS, District and City each own certain indoor and outdoor facilities, such as athletic fields, play areas, community rooms, gymnasiums, classrooms and other facilities (hereinafter, collectively referred to as "Facilities") which are suitable for District and City recreational programs and community uses; and,

WHEREAS, the City and District have a well-established history of working together to ensure their respective Facilities are available and utilized for the common good and for the enhanced benefit of the community; and,

WHEREAS, the City and the District have, in the past, agreed to arrangements relating to the joint use and maintenance of the Facilities, as well as relating to the sharing and allocation of costs for Facilities maintenance. Most recently, the City and the District entered into a joint use agreement dated December 15, 2011 and amended on February 6, 2014, and the parties have been operating under the terms and conditions of such joint use agreement; and,

WHEREAS, sections 10900 *of seq.* of the Education Code authorize cities and school districts to maintain and operate joint use playgrounds and outdoor playing fields in order to reduce capital and operational costs to both governmental jurisdictions and provide recreational areas for the community as a whole; and,

WHEREAS, the City and the District wish to enter into this Agreement to update the joint use agreement referenced above and provide for the joint use of their respective Facilities and set forth their respective obligations with respect to Facilities maintenance.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises set forth below, the District and the City agree as follows:

1. Advance Notice: At least thirty (30) days before the commencement of each school year (and within thirty (30) days after the effective date of this Agreement during the first school year of the Agreement's term), the District shall submit a written schedule to the City, specifying anticipated events at the Facilities including the first and last days of school, holidays, minimum days and other special events. The District shall also provide at least thirty (30) days' notice to the City of special events and games.

2. No Conflicting Agreements: The District and City represent that neither has entered into use agreements with third parties which materially conflict with the joint use of Facilities. The parties will make best efforts to resolve any such conflicts should they arise prior to executing any use agreements with third parties. The Parties are aware that the District is subleasing Belle Air Elementary School, according to a Facility Lease ("Lease") between the District and the San Bruno Park School Facilities Financing Authority, dated July 1, 2011. The Parties agree that this Lease does not violate the terms of this Article 2.

3. Term of the Agreement: The initial term ("Term") of this Agreement shall be for three (3) years, beginning on May 14, 2014 until May 13, 2017, unless earlier terminated as provided in this Agreement. After the expiration of the Term, the Agreement shall automatically renew for a successive three (3) year term unless terminated as provided in this Agreement. This Agreement must be approved by the Board of Trustees of the San Bruno Park School District ("Board") and by the City Council of the City of San Bruno ("City Council") prior to it becoming effective. The effective date of this Agreement ("Effective Date") shall be the date when this Agreement has been approved by the Board and the City Council and executed by their authorized agents.

4. Facility Priority Use: The City and District agree that each will maintain first priority use when either party requests the use of the other party's Facilities and that such use shall be without charge, except as specifically provided for herein. Thus, when the City is not using a City-owned Facility, the District shall have first priority to use the Facility if the District so chooses. Likewise, when the District is not using a District-owned Facility, the City shall have first priority to use the Facility if the City so chooses.

5. Non-Permanent Improvements: Personal property, furnishings, or equipment provided or paid for by the District and the City shall remain the property of the District and the City, respectively. Upon the expiration or termination of this Agreement, the City shall have the option of removing or leaving any personal property, furnishings, or equipment belonging to the City. If the City leaves any personal property, furnishings, or equipment belonging to the City, such personal property shall become the sole property of the District. If the City removes any personal property, furnishings, or equipment belonging to the City and not considered to be a permanent improvement, the City shall return to its original condition that portion of the property affected by such removal.

6. Permanent Improvements: Any permanent improvements installed or constructed by the City on any District Facility shall be preapproved by the District before installation or construction. Where appropriate, given the size or cost of the Project, the Parties shall negotiate and enter into a separate agreement governing the construction of the improvements. This separate agreement shall contain such items as the project schedule, approval of change orders, insurance, surety and indemnity provisions, and contain a Depreciation Schedule for the improvements being constructed. It shall be the decision of the Superintendent whether to accept the permanent improvement or to refer such acceptance to the Board for its consideration and action. Such permanent improvement shall become the property of the District at the expiration of this Agreement, unless otherwise agreed to in writing by the District. Such permanent improvements shall include the existing improvements installed at Lions Field, including the outfield lights. For purposes of this Agreement, "Permanent Improvements" shall mean an improvement done or put upon the land which has become physically impossible to separate from the land, or has been put into the soil of the land and become a functioning part

of the property. Should the District terminate this Agreement prior to its expiration, the District will pay to the City the remaining depreciated value of permanent improvements. Should the City terminate this Agreement prior to its expiration, the City will restore the District Facilities to the status of the property prior to the permanent improvements or transfer ownership of the permanent improvements to the District with no cost to the District.

7. Master Calendar: The City and District shall develop and maintain a master calendar listing all City and District sports Facilities (the "Master Calendar") and proposed events. It shall be the responsibility of the City's Community Services Director, or designee, and District's Chief Business Officer, or designee, to develop and maintain the Master Calendar. The Master Calendar shall cover a twelve (12) month period from January to December (except that the initial Master Calendar developed pursuant to this Agreement shall cover the period from May 14, 2014 through December 31, 2014. The City and the District shall have priority for using each other's Facilities and shall cooperate in determining the schedule for the Facilities, and shall make reasonable efforts to avoid conflict with each other's use of the Facilities.

The City and the District agree to participate in a process pursuant to which local sports organizations may request and secure use of specific sports Facilities with the District and the City maintaining first priority use, and other organizations having secondary use of the Facilities. By January 10 and June 10 respectively, and in advance of the City's bi-annual meetings with the local sports organizations, the District shall provide to the City a list of those local sports organizations which have satisfied the District's requirements for use of the Facilities. The District shall also provide a receipt to the local sports organizations confirming their right to use District Facilities. The City shall require a copy of this receipt from the local sports organizations as a prerequisite for confirming their schedule on the Master Calendar.

8. Procedure to Use Indoor/Outdoor Facilities: If a party to this Agreement seeks to request the use of the other party's Facilities, the request shall be granted within two (2) weeks if each of the following conditions are satisfied:

- (a) The request is made no sooner than sixty (60) days prior to the date on which use is proposed to commence.
- (b) The requesting party agrees to abide by the use regulations (including those relating to the imposition of fees or charges) imposed by the owner of the Facility on general public users of the Facility.
- (c) Facilities have not previously been scheduled for use by any other person or entity as set forth in this Agreement.
- (d) Neither party may reserve the use of any of the other party's Facilities for more than one hundred twenty (120) consecutive days at one time except as provided for in section 12 below, "After School Recreation Program."
- (e) Requests for the use of District and City facilities shall be made in writing, and forwarded to appropriate District and City staff or their appointed designees. For purposes of this Agreement, requests for use of City Facilities and issues regarding outdoor maintenance are to be made in writing and directed to the City's Community Services Director, with a copy to the City's City Manager. Requests for use of District facilities shall be made in writing and directed to the District's Chief Business Officer, with a copy to the District's Superintendent.

If either party denies the other party's request for use of a Facility, the denying party shall explain in writing the basis for denial within two (2) weeks of the request. Requests for use of Facilities and responses to such requests may be delivered by regular mail, facsimile or e-mail.

(f) The request for use of Facilities shall include a copy of the flyer(s) advertising the event. Such flyer shall be pre-approved by the Facility owner, which shall not be unreasonably withheld, prior to the event and the dissemination of the flyer(s).

9. Supervision: The District's use of City Facilities shall be supervised at all times by District employees or agents. When deemed appropriate and requested prior to facility use by the City, the District employees supervising use of City property and equipment shall be subject to the administrative authority of the Community Services Director. The City's use of District's Facilities shall be supervised at all times by City employees or agents. When deemed necessary and requested prior to facility use by the District, the City employees supervising use of District property and equipment shall be subject to the administrative authority of the applicable school site administrator.

10. Grounds Maintenance: Maintenance of City Facilities on District-owned property shall be the responsibility of the City. Maintenance of District Facilities on District property shall be the responsibility of the City as set forth in this Agreement. As to other District-owned Facilities, the District shall be solely responsible for maintenance, except as provided below.

(a) In the event a condition exists which creates an immediate threat to the health or safety of users, the party with knowledge of such condition shall immediately inform the other party (Chief Business Officer or the City's Community Services Director, or their respective designees). The owner of the Facility at issue shall promptly undertake corrective action.

(b) Any requests regarding repair or maintenance of District-owned property, which is maintained by the City pursuant to this Agreement, shall be made directly in writing to the City's Community Services Director.

(c) At the conclusion of the use of a Facility, the party using the Facility shall leave the other party's property in good repair, condition and as clean as it was prior to the party's authorized use, including the removal of all trash and debris created by the requesting party's use of the Facility.

11. After School Recreation Program: The City and District agree that, where possible, they will partner to offer after school recreation programs. These programs run the length of the traditional school year and operate each weekday (Monday through Friday) that school is in session from the last school bell until 6:00 p.m. The City and the District agree to work in a cooperative and interactive manner to insure that each of the City's after school recreation programs is successful, which directly and indirectly benefit the elementary aged students who participate in the program.

Request for program establishment or expansion shall be communicated in writing by the District Superintendent to the City's City Manager. Subject to City approval, use of District Facilities shall be subject to the District's Use of Facilities Policies/Regulations. The City and District agree, where possible, they will partner with one another to apply for appropriate grants to help defray actual costs associated with the use of District Facilities.

(a) City-Owned Buildings: The City owns buildings located at the Portola and Belle Air Elementary School campus (Portola Performing Arts Center and Belle Air Firehouse). The Portola Performing Arts Center at Portola Elementary School is the primary facility for the delivery of the City's after-school recreation programs at

Portola Elementary School. The Belle Air Firehouse at Belle Air Elementary School is used by the City, in addition to District Facilities, for the delivery of the City's after-school recreation programs at Belle Air Elementary School.

- (b) District-Owned Classrooms: The District will permit the City to utilize classrooms or other school site facilities for after school recreation programs and activities, when and where possible, consistent with the Use of Facilities Policies and Regulations in effect.
- (c) City -Owned Storage Containers: The District will permit the City to maintain a temporary locking storage container approximately ten by ten feet (10' x 10') in size on the Allen School and Portola Elementary School campuses for the purpose of storing program materials, supplies and equipment. The City agrees to accept all risk and responsibility for items stored in its containers, although the parties agree that reasonable efforts will be made to place the container in close proximity to the classrooms.

12. Land Maintenance & Equipment: The City and the District agree to the following arrangement for the maintenance of the Facilities and athletic fields at Parkside Middle School and Belle Air Elementary School:

- (a) The City shall maintain the outdoor athletic fields at Parkside Middle School and Belle Air Elementary School. The City acknowledges it has made certain improvements at its sole expense to such athletic fields and accepts all potential liability with regard to the improvements, including compliance with California law and any applicable rules and regulations.
- (b) The District agrees that no other agencies and/or individuals shall be permitted to perform or attempt to perform maintenance tasks or Facility improvements at these sites without having provided prior written notice to the Community Services Director.
- (c) All irrigation equipment at these sites, above/below ground level, shall be the sole responsibility of the City. This includes valves, irrigation pipe, irrigation equipment/boxes, controllers, irrigation heads, electrical wiring, and related components. District personnel shall have access to all boxes and controllers and shall have access to them in the event of an emergency or when otherwise necessary. The parties acknowledge the City may pursue damages and monetary judgments against known user groups or individuals responsible for damage to equipment.
- (d) The City maintenance staff shall be permitted, in accordance with a written schedule submitted to the District by the City, to perform regular maintenance duties at these sites, including mowing, fertilizing, edging, field preparation and other related duties. City staff shall be permitted to enter District property without prior permission to address emergency maintenance situations involving the risk of damage to property, or risk to life or safety. The District shall not restrict access by the City to perform this routine or emergency maintenance work. City officials will use their best efforts to promptly notify the District of such conditions.
- (e) City maintenance staff shall have responsibility for determining whether any City-owned Facilities at these sites are in a safe condition for use. As to these District

Facilities maintained by the City, the District shall retain the authority to access such District-owned Facilities to determine whether unsafe conditions exist. The District shall notify the City of any unsafe conditions identified by the District. The District shall abide by the City's field use determinations of District fields maintained by the City.

13. Scheduling Facilities: The District will be responsible for scheduling ball fields and other sports facilities owned by the District during the regular school year when school is in session until 3:00 p.m. or the last school dismissal bell, whichever occurs first. The City shall have the responsibility of scheduling these facilities on weekends, holidays, and when school is not in session. District playground facilities shall be made available to the public when District is not using said facilities.

14. Cost Recovery Plan:

(a) City Maintenance and Cost Recovery Fee:

- (i) Location of Services: The City shall provide athletic field maintenance at the Belle Air Elementary School and Parkside Middle School pursuant to the terms set forth herein.
- (ii) Service Level: The City shall provide year-around Basic Mowing and Irrigation Maintenance Service at Belle Air Elementary School and Parkside Middle School. For the purpose of this Agreement, "Basic Mowing Service" shall mean cutting and edging the grass once per week, weather conditions permitting, fertilizing, aerating, gopher control, weed control, and trash removal. "Irrigation Maintenance Service" shall mean maintenance of irrigation heads, controllers, underground irrigation lines, and wiring and replacing parts, as needed, Irrigation Maintenance Service shall not include the cost of water used for irrigation purposes and the District shall continue to pay the city for water used to irrigate District fields.
- (iii) City Maintenance Cost Recovery Fee: The District shall annually pay a Maintenance Cost Recovery Fee to the City for Basic Mowing Service and Irrigation Maintenance Service. This Maintenance Cost Recovery Fee shall be paid by the District to the City once annually on July 1. The City Maintenance Cost Recovery Fee shall be calculated by taking those expenses identified in Exhibit 1 of this Agreement associated with the delivery of Basic Mowing Service and Irrigation Maintenance Service and allocating these costs to the District based on their total hours of use of the Facilities as reflected in the City's Master Calendar. Annually, this Maintenance Cost Recovery Fee shall increase based on the Consumer Price Index for All Urban Consumers (San Francisco-Oakland-San Jose). At the end of each Evergreen three (3) year term of the Agreement, the City shall recalculate the City Maintenance Cost Recovery Fee based on its actual costs. This new cost shall be the City Maintenance Cost Recovery Fee for the first year of the new Agreement. The parties agree that an annual increase of fifteen percent (15%) or less shall not require approval by the governing bodies of the City or School District. For the period of July 1, 2014-June 30, 2015, the City Maintenance Cost Recovery Fee shall be \$29,400.

- (b) Fee for Use of District Facilities: Consistent with the District Use of Facilities Policies and Regulations which include fees for use of District Facilities, the City shall use District Facilities for the delivery of its After School Adventures, youth and middle school sports programs. Such fees shall be paid by the City to the District once annually on July 1. The District Use of Facilities Fee shall be calculated by taking those fees charged by the District and applying them to the City's use of District Facilities as shown in Exhibit 2. Annually, this District Use of Facilities Fee shall increase based on the Consumer Price Index for All Urban Consumers (San Francisco-Oakland-San Jose). At the end of each Evergreen three (3) year term of the Agreement, the District shall recalculate the District Use of Facilities Fee based on its current fees. This new cost shall be the District Use of Facilities Fee for the first year of the new Agreement. The parties agree that an annual increase of fifteen percent (15%) or less shall not require approval by the governing bodies of the City or School District. For the period of July 1, 2014-June 30, 2015, the District Use of Facilities Fee shall be \$39,900.

15. Indemnification: Each party shall indemnify, defend, and hold harmless the other party and its officers, officials, governing board members, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation including reasonable attorney's fees) of every nature to the extent such liability, loss, damage, expense or cost are caused by the failure of a party's officers, agents, volunteers, contractor's and employees to comply with any of its obligations contained in the Agreement by the part from whom indemnification is sought and expect for the sole negligence of willful misconduct of the party seeking indemnification. This indemnity shall survive the termination of this Agreement.

Each party shall maintain the following insurance coverage:

- (a) General Liability Insurance with limits of not less than the following:
- (i) General Aggregate: Two Million Dollars (\$2,000,000.00).
  - (ii) Personal Injury: One Million Dollars (\$1,000,000.00).
  - (iii) Each Occurrence: One Million Dollars (\$1,000,000.00).
- (b) Name the other party, its officers, agents, and employees as additional insureds. The City shall require in its City of San Bruno Community Services Registration Form Liability Release that as a condition of participating in any program, all participants will release and indemnify the San Bruno Park School District and the City from any and all liability arising from their participation in such programs.
- (c) The District shall require in its registration liability release that as a condition of participating in any program on City property, all participants will release and indemnify the City of San Bruno from any and all liability arising from their use of City property and participation in such programs.
- (d) Contain provisions making the insurance to be provided herein primary whereby no insurance held by the other party shall be called upon to contribute to a loss and not be cancelled without thirty (30) days advanced notice to the other party.

16. Compliance with the Law: In performing under this Agreement, both the District and City shall comply with the requirements of all municipal, state and federal statutes, ordinances, rules, orders, regulations or other controlling authorities in effect during the term of this Agreement which pertain to the City and District Facilities. The parties shall adhere to all rules and regulations adopted from time to time by the other party that govern the use of the party's Facilities. This section 16 shall apply to all Non-Permanent and Permanent improvements constructed on any of the Facilities by a party.

17. Early Termination: This Agreement may be terminated at any time by either party, upon written notice to the other party at least one hundred eight (180) days in advance. Upon such early termination, the parties shall meet to discuss the classification of any improvements in accordance with section 5 and 6 of this Agreement.

18. Alternative Dispute Resolution: If either party possesses a claim or dispute with respect to the duties and responsibilities required under this Agreement, that party shall give the other written notice and demand an informal conference to meet and confer for settlement of the issue(s) in dispute. Upon receipt of a party's demand, the other party shall schedule a meeting and confer conference, to take place within thirty (30) days, at a time and location convenient to all parties. Senior representatives of the District and the City, with the authority to settle on the party's behalf, will attend the meet and confer conference, in good faith, in an attempt to resolve any controversy or claim between the parties. Attendance at this conference shall be a condition precedent to the initiation of arbitration, mediation or a civil action.

19. Assignments: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, transferred, alienated, or pledged (voluntarily or by operation of law) without the mutual consent of both parties.

21. Amendments: This Agreement may only be amended by a written instrument executed by both parties.

22. Additional Agreements: The District and City may negotiate and enter into additional agreements that are not in conflict with this Agreement upon written instrument executed by both parties. Such agreements will not be considered amendments to this Agreement and will not negate any portion of this Agreement unless specified in the written instrument executed by both parties.

23. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Joint Use Agreements dated October 1, 2007 and December 15, 2011 and all amendments thereto.

24. Applicable Laws: This Agreement shall be governed by and construed in accordance with the laws of the state of California.

25. Warrant of Authority: Each individual executing this Agreement warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he or she represents.

26. Waivers: A waiver of a breach of any covenant or condition by the City or District shall not be construed as a waiver of any subsequent breach of the same or different covenant or condition.

27. Execution in Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. IN WITNESS WHEREOF, the parties execute this Agreement effective as of the date set forth above.

SAN BRUNO PARK SCHOOL DISTRICT

CITY OF SAN BRUNO

By: \_\_\_\_\_  
Dr. David Hutt  
Superintendent of Schools

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elizabeth B. Mori  
Legal Counsel for District

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

**Exhibit 1**  
**Allocation of Field Maintenance Costs at**  
**Belle Air School Parkside Middle School**

School and Maintenance Activity	Total Cost
<i>Belle Air School</i>	
Mowing and Edging	\$ 11,310
Irrigation Maintenance	21,200
Fertilizing	680
Aerating	2,680
Gopher Control	3,962
Weed Control	2,918
Trash Removal	9,250
Field Preparation*	6,586
<i>Subtotal</i>	<b>\$ 58,586</b>
<i>Parkside Middle School</i>	
Mowing and Edging	\$ 7,630
Irrigation Maintenance	17,400
Fertilizing	680
Aerating	2,680
Gopher Control	1,981
Weed Control	1,459
Trash Removal	8,700
Field Preparation*	6,586
<i>Subtotal</i>	<b>\$ 47,116</b>
<b>Grand Total</b>	<b>\$105,702</b>

\*Not included in District Annual Maintenance Cost Recovery Fee per Section 14.c.iii of Agreement (31.72 % based on District use)

Exhibit 2  
District Use of Facilities Fees

Program	District Fee	Participants	Weeks	Hours Per Week	Sites	Total
After School Adventures	\$12 per Hour	-	35 Weeks	19 Hours	5 Sites	\$39,900



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** September 23, 2014  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Neil Telford, Chief of Police  
**SUBJECT:** Adopt Resolution Accepting Donation of \$9,265 from the San Bruno Rotary Club for Purchase of a Police Canine.

**BACKGROUND:**

The San Bruno Rotary Club has a history of supporting San Bruno with financial and volunteer gifts that enhance public service to the community. In May of this year, staff was contacted by the San Bruno Rotary Club, who offered to donate funding for a Police Canine.

**DISCUSSION:**

The San Bruno Police Department utilizes two trained canines as part of patrol operations. The cost of the canines and related expenses are budgeted in the Police Department's annual operating budget and the canines are included in the Equipment Reserve Fund. In March of 2014, Police Canine "Artie" retired following 8 years of service to the Department. Shortly thereafter, the Rotary Club reached out to staff and offered to donate funding that will cover the purchase of a new canine for the Police Department.

If accepted, the donation would continue the San Bruno Rotary Club's support of the Police Department's Canine program. In 2003, the Rotary Club donated funding for a Police Canine "Jumo" or "Rotar" as named by the Club and who retired following several years of service to the City of San Bruno.

In exchange for their sponsorship, the Rotary Club has requested that the canine receive the ceremonial name "Centurion" in honor of the City's Centennial celebration, and wear the Rotary emblem as appropriate on canine related equipment.

*10.a.*

**FISCAL IMPACT:**

Receipt of the donation will reimburse the City's General Fund \$9,265 for the purchase of the canine. Costs related to operating the Canine Program are contained in the Police Department budget.

**ALTERNATIVES:**

1. Do not authorize the acceptance of the donation.

**RECOMMENDATION:**

Adopt Resolution Accepting Donation of \$9,265 from the San Bruno Rotary Club for purchase of a Police Canine.

**DISTRIBUTION:**

None

**ATTACHMENTS:**

1. Resolution

**DATE PREPARED:**

September 9, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

RESOLUTION NO. 2014 - \_\_\_\_

**RESOLUTION ACCEPTING DONATION OF \$9,265 FROM THE SAN BRUNO ROTARY CLUB FOR PURCHASE OF A POLICE CANINE.**

**WHEREAS**, the San Bruno Rotary Club has a history of supporting the City of San Bruno with financial and volunteer gifts that enhance public service to the community; and

**WHEREAS**, the San Bruno Rotary Club has offered to donate funding for a Police Canine; and

**WHEREAS**, the Police Department maintains two police canine dogs for patrol use, and one of the canines has recently retired; and

**WHEREAS**, the cost of the replacement canine would be covered by the donation from the San Bruno Rotary Club.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of San Bruno that it hereby accepts the donation of \$9,265 from the San Bruno Rotary Club for purchase of a police canine, and the City Council of San Bruno extends its appreciation to the San Bruno Rotary Club.

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I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 23<sup>rd</sup> day of September 2014 by the following vote:

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

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

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



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** September 23, 2014

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

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

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Execute an Agreement and Adopting the California Environmental Quality Act Findings for the Groundwater Storage and Recovery from the Southern Portion of the Westside Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno and California Water Service Company

**BACKGROUND:**

The Groundwater Storage and Recovery ("GSR") Project is a key water supply \$113 million project sponsored and paid for by the San Francisco Public Utilities Commission (SFPUC) as a part of the SFPUC's \$4.5 billion Water System Improvement Program.

The GSR Project will conjunctively manage groundwater and surface water use in the southern portion of the Westside Basin to increase water supply during dry years. During years of normal or heavy rainfall, the Project will provide additional surface water to the partner agencies to reduce their groundwater pumping from the Westside Basin. The Project is a partnership between SFPUC and the California Water Services Company (serving South San Francisco and Colma), the City of Daly City and the City of San Bruno. These Partner agencies provide drinking water from two sources, local groundwater from the Westside Basin and surface water supplies from the SFPUC. Over time, the reduced pumping will create a groundwater savings account of up to 60,500 acre-feet of water or 20 billion gallons, equivalent to that of the SFPUC's Crystal Springs Reservoir.

Over the past decade, the Partner agencies and their respective staff and consultants have been engaged in discussions and negotiations to develop, analyze, and draft a comprehensive agreement to accomplish their shared goal of providing long-term stewardship of one of our most precious natural resources.

**DISCUSSION:**

The GSR Project which is scheduled for completion in 2018, will construct 16 new recovery wells, stations, pumps and pipelines in the Westside Basin. This new infrastructure will allow the SFPUC and the partner agencies to conjunctively manage the Westside Basin, increase dry-year and emergency pumping capacity by up to 7.2 million gallons per day (mgd) annual average, and provide a new dry-year groundwater supply thereby increasing water supply reliability. The Project would also provide drinking water for emergency supply in the event of an earthquake or other major catastrophe for the benefit of the Regional Water System and the partner agencies.

During normal/heavy rain years, the partner agencies agree to restrict the pumping of groundwater from the Basin when in-lieu surface water is made available by the SFPUC. If the SFPUC elects to declare a storage period and deliver the in-lieu water, the Partner agencies are required to accept the

*10.c.*

in-lieu water and limit their groundwater pumping. The in-lieu water will be sold to the Partner agencies at a fraction (\$0.35 per unit compared to \$3 per unit) of the normal wholesale price, about equal to the cost of groundwater extraction by the partner agencies. This water is to replace the groundwater that the agencies normally extract from their wells. The City of San Bruno currently purchases its needed supplemental surface water from the SFPUC at about \$3 per unit (one unit equals 748 gallons).

The GSR Project agreement limits the total extraction quantities for each partner agency during a supply year. The City of San Bruno's initial allowance is stated as 2.1 mgd and is based on the City's current groundwater extraction from all its existing wells. Future changes in the pumping allowance will be considered by an Operating Committee comprised of representatives from SFPUC and the partner agencies.

At its August 7, 2014 meeting, the SFPUC certified the Final Environmental Impact Report ("EIR") for the GSR Project in its motion No. M-19209, and the SFPUC approved the Project on August 12, 2014 in Resolution 14-0127, including the adoption of a mitigation, monitoring and reporting program. The SFPUC authorized its General Manager to negotiate and execute the GSR Project agreement with the partner agencies.

The City of San Bruno, as a responsible agency, must adopt findings of fact and law under the California Environmental Quality Act ("CEQA") prior to entering into the GSR Project agreement. On August 12, 2014, the SFPUC certified the Final Environmental Impact Report ("EIR") for the GSR Project and adopted the Mitigation Monitoring and Reporting Program ("MMRP") as recommended in the EIR. The EIR and the MMRP were made available to the City, as a responsible agency, for its review and independent consideration. Staff has reviewed the EIR, including the proposed mitigation measures, and has no additional mitigation measures for City Council consideration. Staff recommends adoption and incorporation by reference all findings made by the SFPUC pursuant to CEQA set forth in SFPUC Resolution No. 14-127 and its attachments, including the statement of overriding considerations and the MMRP.

#### **FISCAL IMPACT:**

Since the SFPUC will supplement the City's groundwater pumping with its surface water (Hetch-Hetchy) at a cost equal to the City's current groundwater extraction costs, there are no additional financial impacts for the City. This action will also help protect the City and other SFPUC customers during drought years by increasing overall water supply and reliability.

#### **ALTERNATIVES:**

1. Do not proceed with approval of the agreement.
2. Re-negotiate the agreement with the SFPUC for additional concessions for the City.

#### **RECOMMENDATION:**

Adopt resolution authorizing the City Manager to execute an agreement and adopting the California Environmental Quality Act findings for the Groundwater Storage and Recovery from the southern portion of the Westside Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno and California Water Service Company.

**DISTRIBUTION:**

None.

**ATTACHMENTS:**

1. Resolution and CEQA Findings (Attachment A)

**DATE PREPARED:**

September 17, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

RESOLUTION NO. 2014 - \_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AND ADOPTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR THE GROUNDWATER STORAGE AND RECOVERY FROM THE SOUTHERN PORTION OF THE WESTSIDE BASIN BY AND AMONG THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION, THE CITY OF DALY CITY, THE CITY OF SAN BRUNO AND CALIFORNIA WATER SERVICE COMPANY**

**WHEREAS**, the Groundwater Storage and Recovery (GSR) project is an important water supply project sponsored and paid for by the San Francisco Public Utilities Commission (SFPUC) as a key component of SFPUC's Water System Improvement Program that will help protect against future drought; and

**WHEREAS**, the project is a partnership between SFPUC and the California Water Services Company (serving South San Francisco and Colma), the City of Daly City and the City of San Bruno; and

**WHEREAS**, the project balances the use of both groundwater and surface water in the Westside Basin to increase available water supplies during dry years by providing additional surface water to the partner agencies in lieu of pumping during wet years; and

**WHEREAS**, during normal/heavy rain years, the GSR participants agree to restrict the pumping of groundwater from the Basin when in-lieu water is made available by the SFPUC for delivery; and

**WHEREAS**, the California Environmental Quality Act ("CEQA") requires a responsible agency to independently consider the Environmental Impact Report for the GSR project that would or could have one or more significant impacts on the environment; and

**WHEREAS**, the City, as a responsible agency for the GSR project as to certain components under CEQA, determined that implementation of the GSR project and project agreement may have one or more significant impacts on the environment as set forth in the lead agency, SFPUC EIR for the GSR Project as stated herein in Attachment A; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes the City Manager to execute an agreement and adopt the California Environmental Quality Act findings for the Groundwater Storage and Recovery from the southern portion of the Westside Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno and California Water Service Company.

Dated: September 23, 2014

ATTEST:

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Carol Bonner, City Clerk

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 23rd day of September 2014 by the following vote:

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

## ATTACHMENT A

### CITY OF SAN BRUNO

#### CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR THE REGIONAL GROUNDWATER STORAGE AND RECOVERY PROJECT

The City of San Bruno, acting as a responsible agency under the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"), hereby adopts the following findings of fact and law under CEQA, and the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et seq., hereinafter "CEQA Guidelines"), in conjunction with its approval and implementation of the "Agreement for Groundwater Storage and Recovery From the Southern Portion of the Westside Basin By and Among The San Francisco Public Utilities Commission, The City of Daly City, The City of San Bruno and California Water Service Company" (hereinafter "GSR Agreement"):

A. The San Francisco Public Utilities Commission (hereinafter "SFPUC") has adopted a Water System Improvement Program (hereinafter "WSIP") to increase the reliability of the SFPUC water system through 2030 and to provide water to meet retail and wholesale water demands through the year 2018. The WSIP includes the groundwater storage and recovery project ("Project") that is the subject of the GSR Agreement and these findings.

B. The City and County of San Francisco ("CCSF"), as lead agency under CEQA for the WSIP, analyzed the environmental effects of the WSIP implementation in a program environmental impact report ("PEIR"), certified by the San Francisco Planning Commission in Motion No. 17734 dated October 30, 2008, and approved by the SFPUC in Resolution No. 08-200 dated October 30, 2008. The State Clearinghouse Number for the PEIR is 2005092026.

C. On August 7, 2014, the San Francisco Planning Commission, on behalf of CCSF as the lead agency under CEQA for the Project, certified the completion of the Final Environmental Impact Report (hereinafter "FEIR") for the Project in its Motion No. M-19209. The FEIR tiers from the WSIP PEIR and incorporates by reference the relevant analysis of the PEIR with respect to WSIP impacts and mitigation measures as applicable to this Project. The SFPUC approved the Project on August 12, 2014 in Resolution No. 14-0127, and in so doing adopted findings under CEQA, including a statement of overriding considerations for the Project's significant and unavoidable impacts, rejected project alternatives as infeasible, and adopted a mitigation, monitoring and reporting program. SFPUC Resolution No. 14-0127 authorized the SFPUC General Manager to negotiate and execute the GSR Agreement following approval of the GSR Agreement by the City of Daly City, the City of San Bruno and California Water Service Company. The State Clearinghouse Number for the FEIR is 2009062096.

D. The FEIR has been made available for review by the City of San Bruno and the public. The City of San Bruno, as a responsible agency under CEQA, has considered the FEIR for the Project, including the environmental effects of the Project set forth therein. The FEIR and the PEIR are available for public review at the SFPUC offices at 525 Golden Gate Avenue, San Francisco, California 94102, and at the San Francisco Planning Department offices at 1650 Mission Street, San Francisco, California 94102, which is the custodian of records.

E. The Project described in the FEIR will result in significant environmental effects on land use, aesthetics and noise that could not be mitigated to a less than significant level with implementation of mitigation measures. Because the Project is part of the WSIP, it would also contribute to significant and unavoidable effects on the environment by contributing to indirect growth-inducing impacts in the SFPUC service area.

F. The City of San Bruno hereby incorporates by reference as though fully set forth herein SFPUC Resolution No. 14-0127, including the CEQA findings and mitigation monitoring and reporting program. Without limitation, the City of San Bruno specifically adopts all findings made pursuant to CEQA set forth in SFPUC Resolution No. 14-0127 and its attachments. SFPUC Resolution No. 14-0127 and its attachments, including the CEQA findings, statement of overriding considerations, and mitigation monitoring and reporting program, is a part of the record of this approval and may be found in the City of San Bruno's file for the Project, which is in the custody of the Director of Water and Wastewater Resources.

G. The City of San Bruno finds that this approval is within the scope of the Project and activities evaluated in the FEIR.

H. The City of San Bruno further finds that since the FEIR was finalized there have been no substantial changes in the Project and no substantial changes in Project circumstances that would require major revisions to the FEIR due to new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR.

I. The City of San Bruno has not identified any feasible alternative or additional feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the Project would have on the environment.

J. The SFPUC has already adopted the mitigation measures recommended in the FEIR, has authority to implement or partially implement the mitigation measures or to seek any required approvals for the mitigation measures.

K. The City of San Bruno hereby adopts the following mitigation measures and attached mitigation monitoring and reporting program as it pertains to the mitigation measures that are partially within the jurisdiction of the City of San Bruno:

1. Mitigation Measure M-TR-1: Traffic Control Plan (Sites 2, 4, 5, 6, 7, 10, 12, 13, 14, 15, 17, 18, 19)
2. Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan ("SWPPP") or an Erosion and Sediment Control Plan (All Sites)
3. Mitigation Measure M-BR-4b: Protected Tree Replacement (Sites 4, 7, 9, 12, 15, 18)
4. Mitigation Measure HY-2: Management of Well Development and Pump Testing Discharges (All Sites, except Westlake Pump Station)



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

**DATE:** September 23, 2014

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

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

**SUBJECT:** Adopt Resolution Authorizing the City Manager to:

- Execute a Contract with West Bay Builders, Inc. for Construction of the Tank No. 3 (Glenview) Replacement Project in the Amount of \$4,588,350 with a Construction Contingency of \$459,000;
- Execute an Amendment to the Contract with West Yost Associates for Design Support Services During Construction in the Amount not to Exceed \$113,960; and
- Execute a Contract for Construction Inspection Services with Vali Cooper & Associates, Inc. in the Amount not to Exceed \$183,809

### BACKGROUND:

The Tank No. 3 Glenview Water Tank is located at 760 Glenview Drive between San Bruno Avenue and Ridgeway Avenue. Due to its deteriorated condition, the tank can utilize only 50% of its total 2 million gallon capacity. The tank replacement is one of the City's highest water system priorities since it is over 60 years old and has reached the end of its useful life.

The City has other water projects in various stages of completion including construction of the College Water Pump Station No. 4 on Skyline Boulevard at College Drive, construction of the Spyglass Drive and Merion Drive Water Main Replacement and design development for Tank No. 1 Replacement Project on Cunningham Way.

This project will replace the existing water storage tank with a completely new cast-in-place pre-stressed concrete tank and structurally upgraded to meet current seismic design standards. A site-specific geotechnical study was performed to investigate earthquake fault rupture and determine geotechnical recommendations for construction.

The new tank will be situated in the same location as the existing tank. Since the tank is in the San Andreas earthquake fault zone, additional safety measures will be incorporated as a preventative measure. Measures will include installing an automatic emergency shutoff valve, replacing soils under the tank footprint with engineered fill and geo-grid reinforcement, and creating an on-site diversion berm to direct any large water flows onto Glenview Drive.

The new facility design will have the same diameter and exterior color as the existing tank, although the roof height will be about six feet taller to accommodate any seismically induced sloshing waves. New decorative wrought iron fencing will be installed along the Glenview Drive frontage and new landscaping will be installed using native drought-resistant plantings. During construction, water flow will be bypassed around Tank No. 3 with no anticipated impact or service disruption to residents.

*N.d.*

**DISCUSSION:**

The construction costs for this project consist of the construction contract, construction contingency, engineering design support during construction, project management and project inspection.

The project was advertised in the San Mateo County Times newspaper on July 5, 2014 and July 19, 2014. On August 26, 2014, six bids were received as follows:

<b>Tank No. 3 (Glenview) Replacement</b>				
	<b>Contractor</b>	<b>Base Bid</b>	<b>Bid Alternate</b>	<b>Total (Basis of Award)</b>
1	West Bay Builders, Inc.	\$ 4,362,750	\$ 225,600	\$ 4,588,350
2	Anderson Pacific Engineering Construction Inc.	\$ 4,455,000	\$ 240,000	\$ 4,695,000
3	Mountain Cascade Inc.	\$ 4,520,000	\$ 270,000	\$ 4,790,000
4	JMB Construction Inc.	\$ 4,531,000	\$ 259,200	\$ 4,790,200
5	Aztec Consultants	\$ 4,637,100	\$ 241,600	\$ 4,878,700
6	Trinet Construction Inc.	\$ 4,721,300	\$ 280,000	\$ 5,001,300
	Engineer's Estimate	\$ 3,800,000		

The low bid was submitted by West Bay Builders for a total of \$4,588,350, which is approximately 15% above the engineer's estimate (based on the Base Bid). A Bid Alternate was added to address a needed increase to the tank foundation thickness based on input from the tank designer. West Bay Builders meets the City's contractor qualifications and has relevant experience in water storage projects for the City of Mountain View, San Jose Water Company and Alameda County Water District.

During construction changes, clarifications and review of submittals will need to be addressed by the design consultant. The current contract with West Yost Associates was developed to provide services through the design phase. The proposed contract amendment with West Yost Associates in the amount of \$113,960 will provide for design support during the construction phase, which is recommended due to the project complexity. Design support during construction includes review of the contractor's material and equipment submittals for conformance with the project specifications, review of proposed changes and design inspections as needed.

This is a specialized project which requires a high level of technical expertise in mechanical, electrical, structural and potable water systems construction inspection. Staff inspectors do not have the specialized experience inspecting construction of water tanks that is recommended for this project. The proposal from Vali Cooper & Associates in the amount of \$183,809 provides for the necessary technical expertise to inspect the project.

Vali Cooper & Associates is one of three qualified engineering firms specializing in construction inspection that were placed on a City pre-qualified short list. A short list was developed after review of qualifications and a subsequent interview process in March 2013 of fourteen engineering firms that provide construction inspection services. Proposals for construction inspection services this project were received from Vali Cooper & Associates and West Yost & Associates. Proposals ranged from \$183,809 to \$234,400. Based on review of the proposals for completeness, relevant experience and team qualifications, staff recommends Vali Cooper & Associates to provide construction inspection services for the project in an amount not to exceed \$183,809 (approximately 925 hours). Vali

Cooper's proposal showed an understanding of the project with the required technical expertise at a reasonable cost.

It is anticipated that construction will take approximately ten months for substantial completion with close-out anticipated by December 2015.

**FISCAL IMPACT:**

The Tank No. 3 (Glenview) Replacement Project is an established Capital Improvement Project with an available carryover budget of \$2,117,000. Work completed in 2013-14 included completing the design and placing the project out to bid. The 2014-15 Capital Improvement Budget proposes an additional \$3,400,000 be added to the project budget.

This new additional funding request is required, in part, based on recommendations in the Fault Trace Study that were not part of the preliminary design. With the site's proximity to the San Andreas Fault, safety measures will be incorporated including replacing the soils directly beneath the tank to a 10-foot depth with engineered fill and geogrid reinforcement and constructing an earthen diversion berm and installing an automatic emergency shutoff valve.

Also, the design of the tank foundation increased from a 6-inch concrete slab to 30-inches with additional steel reinforcement to comply with the code criteria for seismic design.

Construction Contract	\$	4,588,350
Construction Contingency (10%)	\$	459,000
Total Estimated Construction:	\$	5,047,350
Design Support during Construction (West Yost Associates)	\$	113,960
Construction Inspection (Vali Cooper & Associates)	\$	183,809
Project Management (City)	\$	150,000
<b>Construction Phase Total</b>	<b>\$</b>	<b>5,495,119</b>

**ALTERNATIVES:**

1. Do not proceed with award of the construction contract and related construction services, redesign for cost savings where possible and rebid. The potential for cost savings would be minimal.
2. Perform construction inspection services with in-house staff. Cost savings would be limited due to the need for special inspections and staff augmentation costs.

**RECOMMENDATION:**

Adopt resolution authorizing the City Manager to:

- Execute a construction contract with West Bay Builders, Inc. for construction of the Tank No. 3 (Glenview) Replacement Project in the amount of \$4,588,350 with a construction contingency of \$459,000;
- Execute an amendment to the contract with West Yost Associates for design support services during construction in the amount not to exceed \$113,960; and

- Execute a contract for construction inspection services with Vali Cooper & Associates in the amount not to exceed \$183,809.

**DISTRIBUTION:**

None.

**ATTACHMENTS:**

1. Resolution
2. CIP Budget Sheet for FY 13-14
3. Location Map

**DATE PREPARED:**

September 9, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

RESOLUTION NO. 2014 - \_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WEST BAY BUILDERS, INC. FOR CONSTRUCTION OF THE TANK NO. 3 (GLENVIEW) PROJECT IN THE AMOUNT OF \$4,588,350 WITH A CONSTRUCTION CONTINGENCY OF \$459,000; EXECUTE AN AMENDMENT TO THE CONTRACT WITH WEST YOST ASSOCIATES FOR DESIGN SUPPORT SERVICES DURING CONSTRUCTION IN THE AMOUNT NOT TO EXCEED \$113,960; AND EXECUTE A CONTRACT FOR CONSTRUCTION INSPECTION SERVICES WITH VALI COOPER & ASSOCIATES IN THE AMOUNT NOT TO EXCEED \$183,809**

**WHEREAS**, the City's Water Master Plan has identified replacement of Water Tank No. 3 (Glenview) as required to ensure reliable and adequate water service within the City's system; and

**WHEREAS**, City's Capital Improvement Program (CIP) includes replacement and upgrade of the Tank No. 3 (Glenview); and

**WHEREAS**, the City advertised this project for bid in compliance with State Contract Code and local purchasing regulations and received six sealed bids; and

**WHEREAS**, West Bay Builders, Inc. submitted a bid in the amount of \$4,588,350 that was determined to be the lowest cost, responsive and responsible bidder; and

**WHEREAS**, West Bay Builders, Inc. has satisfactorily completed numerous water storage projects for public agencies in the Bay Area, meets the contractor qualifications, and has a valid contractor's license required to perform the scope of work of this project; and

**WHEREAS**, a construction contingency of \$459,000 is necessary to address potential unforeseen field conditions that may impact the construction; and

**WHEREAS**, West Yost Associates prepared the design for this project and will be required to provide design support during construction; and

**WHEREAS**, the City has negotiated with West Yost Associates for additional Scope of Services in the amount of \$113,960 to provide design support services during construction; and

**WHEREAS**, the level of complexity for this project requires technical expertise for construction inspection which cannot be provided by staff; and

**WHEREAS**, staff received two proposals from pre-qualified firms for inspection services and has determined that the proposal from Vali Cooper & Associates is the best to provide construction inspection in an amount not to exceed \$183,809.

**NOW, THEREFORE, BE IT RESOLVED** that the San Bruno City Council hereby authorizes the City Manager to:

- Execute a contract with West Bay Builders, Inc. for construction of the Tank No. 3 (Glenview) Replacement Project in the amount of \$4,588,350 with a construction contingency of \$459,000;
- Execute an amendment to the contract with West Yost Associates for design support services during construction in the amount not to exceed \$113,960; and
- Execute a contract for construction support services with Vali Cooper & Associates in the amount not to exceed \$183,809.

Dated: September 23, 2014

ATTEST:

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

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I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 23rd day of September 2014 by the following vote:

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

## Water Tank Improvement and Replacement Program

### PROJECT INFORMATION

Origination Year: 2004-05

Project Number: 84131 / 84142 / 85100

Projected Completion Date: Ongoing Program

Life Expectancy: 20-50 years

Total Project Cost: \$ 11,115,537

### **Project Description:**

The City operates eight large water tanks as part of its water distribution system. This project funds tank replacement, seismic retrofits, and other significant modifications to the City's water tanks. Most recently, new exterior ladders and tank mixers were installed at all tanks. The current work effort is focused on Tank No. 1 and 3. The updated Water System Master Plan will guide future tank modification, rehabilitation and replacement efforts based on the need of the system.

Due to its deteriorated condition, Tank No. 3 Glenview can utilize only 50% of its total 2 million gallon capacity, and is the City's highest water system priority. Complete replacement or comprehensive rehabilitation will be required to address the capacity deficiency. Analysis of rehabilitation options have determined that the most cost effective solution is a complete replacement of Tank No. 3.

Tank No. 1 Cunningham receives water from the San Francisco Public Utility Commission from an 8-inch pipe connection and discharges water into the distribution system through a 16-inch pipe connection, but due to seismic issues, the tank can only be safely filled to a water height of 22 feet, short of its 32-foot maximum. Tank No. 1 Cunningham provides water service to pressure Zone 1/4, which is the largest of the 11 pressure zones within the City and generally encompasses the eastern quarter of the City. The existing seismic deficiencies include rigid inlet/outlet pipe connections, and insufficient shell strength and roof structure that are not capable of withstanding seismic loads and wave action resulting from seismic sway. These deficiencies would have to be corrected by either retrofit or complete replacement of the tank to utilize its full 2.5 million gallon capacity.

Future costs reflect the level of investment required to rehabilitate or replace water tanks to continue operation of a reliable water distribution system. These include recoating and seismic upgrade of tanks No. 4, 6, 6A, 7, 9 and 10. These tanks, at their current condition, cannot be filled completely since during a seismic event, the wave action would drastically damage the tank roof. In order to have their full capacity utilized, new seismically reinforced roofs need to be constructed.

### **2012-13 Status:**

For Tank No. 3 Glenview, completed the geotechnical analysis for the fault trace study, and entered the design phase. For Tank 1 Cunningham, interviewed consultants for preparation of the design for the project.

### **2013-14 Work Plan:**

For Tank No. 3 Glenview, complete the design phase and begin construction. For Tank No. 1 Cunningham complete the design and prepare for the construction phase.

**Project Appropriations:  
 Current Year Appropriations:**

Projects	Funding Source	Prior Approp.	Prior Expense	Carryover Approp.	2013-14 Funding Request	2013-14 Total Funds Available	Total Project Cost
Tank Mod. & Impr. (84131)	Water Capital	792,564	(695,642)	96,922	914,051	1,010,973	5,644,501
Tank No. 1 Retro/ Repl. (84142)	Water Capital	272,436	(27,813)	244,623	0	244,623	2,981,036
Tank No. 3 Repl. (85100)	Water Capital	2,490,000	(237,751)	2,252,249	0	2,252,249	2,490,000
<b>Total</b>		<b>3,555,000</b>	<b>(979,284)</b>	<b>2,593,794</b>	<b>914,051</b>	<b>3,507,845</b>	<b>11,115,537</b>

**Five-Year Work Program Appropriations:**

Projects	Funding Source	2013-14	2014-15	2015-16	2016-17	2017-18	Total Request
Tank Modification	Water Capital	914,051	941,619	970,049	998,478	1,027,740	4,851,937
Tank No. 1 Retrofit/Replace	Water Capital	0	2,709,000	0	0	0	2,709,000
<b>Total</b>		<b>914,051</b>	<b>3,650,619</b>	<b>970,049</b>	<b>998,478</b>	<b>1,027,740</b>	<b>7,560,937</b>

# LOCATION MAP



Tank No. 3 Site



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** September 23, 2014

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

**FROM:** Steve Firpo, Business Manager  
Al Johnson, System Engineer

**SUBJECT:** Adopt Resolution Authorizing Purchase Upgrades to the Internet Service Routers and to Replace Telephone Service Call Manager Equipment in the Amount of \$896,795

**BACKGROUND:**

As a result of changes in technology, cable industry direction, customer needs, and competition, San Bruno Cable has evolved over the last decade into a broadband services provider offering not only digital cable television, but also High Speed Internet and Voice over Internet Protocol (VoIP) telephone services.

When San Bruno Cable started offering Internet Services in 2002, the total daily bandwidth use for all customers was a mere 12 Megabits. The infrastructure connecting the network to our Internet provider included just one "pipe" that was sufficient to handle all of the Internet traffic in those early days. Six months later, staff saw the need to triple the capacity of the bandwidth pipe as more customers came online. In late 2003, staff once again tripled the bandwidth available to stay ahead of the usage increases. These upgrades were costly so they were done in small increments and were completely supported by the increase in Internet subscriptions. Several years later Internet usage quadrupled and in 2006 San Bruno Cable employed two separate bandwidth pipes with larger capacities to meet demands, create redundancies and to maintain separate cabling routes. San Bruno Cable continued to monitor Internet traffic volumes and add capacity as needed to meet the needs of subscribers.

In 2009, the City Council approved the Commercial Service Project and San Bruno Cable TV ventured into the commercial market to include Direct Fiber connections to businesses for more reliable and faster Internet access. Areas served included the Bayhill Business Park, The El Camino Real Corridor and Downtown San Bruno. At the same time, a digital telephone service project was launched and offered to businesses in an effort to provide a feature rich and economical option for telephone services. As part of that product offering the City of San Bruno took advantage of the telephone system lower rates and newer technology, in addition to the Data services it enjoyed. To date, 20 local companies have taken advantage of this fiber delivered product and more than 45 businesses now have access to Internet services that were not available to them prior to this project. Several companies use the commercial phone service product and rely on the Call Manager units to operate the telephones and provide the features associated with the service which supports more than 500 telephones. The features for these units include call waiting, forwarding, voicemail, caller ID, voice recording and other functions specific to department or user needs. These two Call Manager units are nearing end

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of support, which means if there is a failure, the manufacturer would not be able to provide replacement parts.

**DISCUSSION:**

Over the last 12 years, Cable staff has tracked Internet bandwidth usage trends and have seen constant growth over that period. This is a nationwide trend as well, as Internet streaming services, television viewing, gaming, security systems, commercial services, and other Internet uses become more prevalent. Today, San Bruno Cable utilizes 3 separate provider circuits equating to over a 1750% increase in bandwidth usage since its Internet service inception. The total capacity available today on the network is 3 Gigabits of capacity with usage peaking at 2.5 Gigabits. While some extra capacity exists, it will be for a limited time before it begins to saturate and slow down service. San Bruno Cable TV has managed to stay ahead of any saturation issues related to these providers using caching systems and routing changes and this project is a continuation of that effort. Caching systems which the City Council approved several years ago, store and reroute Internet traffic so it stays on the network and lessens the need to travel long distance saving money and creating efficiency.

Today, three distinct and separate routes and providers are sufficient to operate the service, but in 6 months trends show that this capability will be minimized. Staff is recommending an upgrade to the three routers that feed these networks. The upgrade is from 1 Gigabit to 10 Gigabits and would give sufficient capacity for future growth or potential fiber to the home projects, create additional capacity for larger businesses and allow for better redundancy of circuits. The result will also avoid slowdowns of the current system for the more than 6200 residential Internet customers and commercial customers that subscribe to San Bruno Cable today. Today, if one network is interrupted, all traffic would shift to the other two networks, which would most likely cause slow speeds for all users periodically in a 24 hour period. The new routers would have sufficient ability to handle traffic on all three networks if necessary to assure system redundancy even if one or two failed.

In addition to the Router upgrades, the Call Manager units which drive the Digital Phone System for 500 telephones are at end of support life and need to be replaced. These units support the City's telephone system as well as the telephone system for several businesses served by San Bruno Cable. These units are both redundant offering a backup in the event that one fails. They will not be supported in 2015. The overall project also includes an important effort to incorporate an improved design with the upgrades to better protect against router failures and Call Manager interruptions, such as the one the City experienced a few months ago. This would ensure redundant paths that the new routers can support. The Call Manager Phone system will be replaced at the same time as the upgrade of the routers in order to save money on engineering, design, implementation, and to mitigate down time and eliminate the risk of failure of unsupported equipment in the future.

Below are the overall costs for each of the two projects. The project costs are also itemized by equipment, installation, taxes and support fees in Attachment 2:

**10 Gbps Routers - \$713,027**

Cisco Routing Units directing data from San Bruno Network to Internet Providers (3 units)

**Call Managers - \$197,758**

Cisco Servers Provide telephone features and options for businesses (2 units)

**FISCAL IMPACT:**

This project has been identified for inclusion in the fiscal year 2014-2019 Capital Improvement Program which will be presented for City Council consideration within the next 30 days. The need for action to replace equipment before the first of the year when it is no longer supported by the manufacturer and the need to assure a delegate internet band-width for customer use makes it important to present this project for action at this time.

The project cost is \$896,785 with includes rebates for Cisco equipment trade in, Cisco Municipal Discounts and Cisco special discounts for purchasing devices from Cisco Systems Inc. This total includes all of the equipment listed above, engineering and labor to install the equipment, tax and freight on the equipment, and 3 years of Cisco SmartNet maintenance for Routers and 5 years Cisco Smartnet maintenance for the Call Managers including replacement of any equipment within a 4 hour window.

**ALTERNATIVES:**

1. Recommend Purchase of either Call Managers or 10 Gig Routers
2. Direct other changes to the proposed project upgrade.

**RECOMMENDATION:**

Adopt Resolution Authorizing Purchase Upgrades to the Internet Service Routers and to Replace Telephone Service Call Manager equipment in the amount of \$896,795

**DISTRIBUTION:**

None.

**ATTACHMENTS:**

1. Resolution
2. Itemized Project Costs

**DATE PREPARED:**

August 22, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

**RESOLUTION NO. 2014-\_\_\_\_\_**

**RESOLUTION AUTHORIZING PURCHASE UPGRADES TO THE INTERNET SERVICE ROUTERS AND TO REPLACE TELEPHONE SERVICE CALL MANAGER EQUIPMENT IN THE AMOUNT OF \$896,795**

**WHEREAS**, On July 28, 2009, the City Council adopted resolution authorizing the purchase of Cisco System equipment related to the Commercial Data and Voice Services Project; and

**WHEREAS**, part of the planning and network design process included future upgrades for the purpose of taking advantage of new features, technologies and greater capacities; and

**WHEREAS**, support for such devices has reached end of life and replacement of this Cisco equipment is necessary to continue the reliability of the system; and

**WHEREAS**, capacity of the network is nearing saturation points on at the router level; and

**WHEREAS**, this project will be included in the FY2014-19 Capital Improvement Program when is it presented for City Council consideration in the next month; and

**WHEREAS**, staff anticipates that a timely purchase will result in the completion of the network replacement project before December 30, 2014; and

**WHEREAS**, the telephone call manager equipment will be replaced in conjunction with the routers to minimize downtime of the network;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of San Bruno that this resolution adopt resolution authorizing purchase upgrades to the Internet Service Routers and to the Telephone Service Call Manager equipment in the amount of \$896,795 is hereby adopted.

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I hereby certify that foregoing Resolution No. 2014-\_\_\_\_\_ was introduced and adopted by the San Bruno City Council at its regular meeting on September 23, 2014.

AYES:

NOES:

ABSENT:

Cost Breakdown for 10 Gbps Routers and Call Manager Units				
Items	10 Gbps Router Units (2)	Call Manager Units (3)	Notes:	
Equipment	\$400,640.00	\$82,999.00	Purchased Direct Through Cisco	
3 Year Support	\$234,742.00	\$49,540.00	4 Hour replacement window and 24 hour support for all devices included.	
Installation	\$41,588.00	\$57,750.00	Includes Discovery, Design, Engineering, Installation and Testing	
Taxes	\$36,057.00	\$7,469.00		
Total	\$713,027.00	\$197,758.00		
Subtotal	\$910,785.00			
Credits	-14000		Equipment Trade in Credits	
Grand Total	\$896,785.00			