



"The City With a Heart"

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

AGENDA - SPECIAL MEETING

SAN BRUNO CITY COUNCIL

February 9, 2016

6:00 P.M.

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

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 or check out copies at the Library. We welcome your participation. In compliance with the Americans with Disabilities Act, individuals requiring reasonable accommodations or appropriate alternative formats for notices, agendas and records for this meeting should notify us 48 hours prior to meeting. Please call the City Clerk's Office 650-616-7058.

1. CALL TO ORDER:

2. ROLL CALL:

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

4. CONDUCT OF BUSINESS:

- a. Discussion of the City's Comprehensive Annual Financial Report (CAFR) and Measure A Funds Audit Report for the Fiscal Year Ended June 30, 2015.
- b. Cable Fund Status Update.

5. ADJOURNMENT:

The next regular City Council Meeting will be held on February 9, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Posted Pursuant to Law 2/5/16



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7:00 p.m.

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- 1. CALL TO ORDER:**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE:**
- 3. ANNOUNCEMENTS:**
- 4. PRESENTATIONS:**
- 5. REVIEW OF AGENDA:**
- 6. APPROVAL OF MINUTES:** Special Council Meeting of December 22, 2015 and Special Council Meeting of January 26, 2016 and Regular Council Meeting of January 26, 2016.
- 7. CONSENT CALENDAR:** All items are considered routine or implement an earlier Council action and may be enacted by one motion; there will be no separate discussion, unless requested.
 - a. **Approve:** Accounts Payable of January 25 and February 1, 2016.
 - b. **Approve:** Payroll of January 29, 2016
 - c. **Accept:** Reconciliation of General Ledger to Bank Reports and the Investment Reports Dated December 31, 2015.
 - d. **Adopt:** Resolution Accepting the City’s Comprehensive Annual Financial Report (CAFR) and Measure A Funds Audit Report for the Fiscal Year Ended June 30, 2015.
 - e. **Accept:** Resignation from Bicycle and Pedestrian Advisory Committee Member. Declare Vacancy and Direct the City Clerk to Initiate the Process for Appointment of a New Member.
 - f. **Adopt:** Resolution Approving Amendment #1 to Employment Agreement between the City of San Bruno and Constance C. Jackson, City Manager.
- 8. PUBLIC HEARING:**

Adopt Resolution Authorizing the City to Join the San Mateo County Peninsula Clean Energy Joint Powers Authority and Appointing Director and Alternate to the JPA Board; Hold Public Hearing, Waive First Reading, and Introduce Ordinance Authorizing implementation of a Community Choice Aggregation Program in San Bruno.

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

10. CONDUCT OF BUSINESS:

- a. Receive Report on the Automated License Plate Reader Used by the San Bruno Police Department.
- b. Adopt Resolution Authorizing the Purchase of One Ford Explorer Fire Chief Vehicle from Bill Knight Ford of Tulsa, Oklahoma in the Amount of \$30,000 and Appropriating \$30,000 from the General Fund.
- c. Adopt Resolution Approving a Contract with Pacific Gas & Electric (PG&E) in the Amount of \$37,109 for Engineering, Tie-in and Meters, and Inspection Fees Related to the Streetlight Loop Conversion in the Crestmoor Neighborhood.
- d. Adopt Resolution Approving the Installation of Pedestrian Safety Improvements at the Cherry Avenue/Grundy Lane Intersection.

11. REPORT OF COMMISSIONS, BOARDS & COMMITTEES:

12. COMMENTS FROM COUNCIL MEMBERS:

Receive Oral Reports from Vice Mayor Marty Medina and Councilmember O'Connell on their attendance at the League of California Cities New Mayors and Council Members Academy.

13. CLOSED SESSION:

Conference with Legal Counsel—Anticipated Litigation; Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): One Case

14. ADJOURNMENT:

The next regular City Council Meeting will be held on February 23, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.



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MINUTES
SAN BRUNO CITY COUNCIL – SPECIAL MEETING
December 22, 2015
6:00 p.m.

1. CALL TO ORDER: THIS IS TO CERTIFY THAT the San Bruno City Council met on December 22, 2015 at San Bruno’s City Hall, 567 El Camino Real, Room 115, San Bruno, CA. The meeting was called to order at 6:00 p.m.

2. ROLL CALL:

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

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

3. CONDUCT OF BUSINESS:

b. Receive Report and City Council Surface Infrastructure Subcommittee Recommendation on Temporary Lighting and Permanent Repair of the Crestmoor Neighborhood Streetlight System Outage.

Mayor Ruane placed Item b. as the first item. **City Manager Jackson** gave introductory remarks. **Interim Public Services Director Tan** gave an overview of the staff report and explained the City’s options.

Councilmember Ibarra said the subcommittee determined they should go with the quickest solution.

Councilmember Medina said staff looked at the solar and based on how it turns out, they may go ahead and order a few more just for emergency situations in another part of the community if it should ever happen.

Mayor Ruane said there was a consensus on staff’s recommendation and asked something be brought back more firm in January.

a. Receive City Council Cable Subcommittee Recommendation and Authorize Cable System Fiber to the Home Project at the Shelter Creek Complex.

City Manager Jackson gave introductory remarks regarding providing fiber to the homes at Shelter Creek.

Acting Directors/Business Managers Firpo and Johnson gave their input as well as some of the residents of Shelter Creek.

Councilmember Ibarra and **City Manager Jackson** acknowledged Shelter Creek and their HOA for having San Bruno Cable have the opportunity to install their fiber.

M/S Marty Medina/Rico Medina to authorize cable system fiber with the modification of the alternative bid item to the home project at the Shelter Creek Complex and passed with all eyes.

14. ADJOURNMENT:

Mayor Ruane closed the meeting at 7:10 p.m. The next regular City Council Meeting will be held on January 12, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval
at the City Council Meeting of
January 26, 2015

Carol Bonner, City Clerk

Jim Ruane, Mayor



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MINUTES
SAN BRUNO CITY COUNCIL
&
SAN BRUNO SUCCESSOR AGENCY
January 26, 2016
7:00 p.m.

1. CALL TO ORDER: THIS IS TO CERTIFY THAT the San Bruno City Council met on January 26, 2016 at San Bruno's Senior Center, 1555 Crystal Springs Road, San Bruno, CA. The meeting was called to order at 7:00 p.m. **Mayor Ruane** thanked the garden club for the flower arrangement.

2. ROLL CALL/PLEDGE OF ALLEGIANCE:

Presiding was Mayor Ruane, Vice Mayor Medina, Councilmembers Ibarra, Medina and O'Connell. **City Manager Jackson** led the pledge of allegiance. Recording by City Clerk Bonner.

3. ANNOUNCEMENTS:

4. PRESENTATIONS:

Mayor Ruane Presented a Proclamation Recognizing Resident John Jantz for his Work to Help Keep San Bruno Litter Free. John Jantz humbly thanked the City. Mayor Ruane thanked the Krauss' family for bringing this to Council's attention.

5. REVIEW OF AGENDA: Mayor Ruane moved the Personnel Board to follow Public Comment.

6. APPROVAL OF MINUTES: Special Council Meeting of January 12, 2016 and Regular Council Meeting of January 12, 2015, approved as submitted.

7. CONSENT CALENDAR:

- a. **Approve:** Accounts Payable of December 14 and 22, 2015 and January 4, 11 and 19, 2016.
- b. **Approve:** Payroll of December 31, 2015 and January 15, 2016.
- c. **Adopt:** Resolution Approving the Recognized Obligation Payment Schedule (ROPS 16-17) and Successor Agency Administrative Budget for the Period July 1, 2016 through June 30, 2017.

M/S O'Connell/Ibarra to approve the Consent Calendar and approved with all ayes.

Councilmember Medina asked it be noted that he did not approve the Meyers Nave item on the warrant register.

8. PUBLIC HEARING: None.

9. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:

Nancy Landauer, Linden Ave. commented she had not received information regarding OTO negotiations. She asked for a response from the cards that were presented at the last meeting. She commented on not hearing what the hotel property's value was.

Sister Antonio, Palomar Ct. expressed her concerns regarding the hotel site and the rumors, rather than what is really happening. She felt the employees should be given a proper wage and benefits.

Laurel Fish, Local 2 talked about the lack of transparency regarding the hotel site. She asked the City release the results of the appraisal to the public.

Robert Elliott, Fleetwood Dr. talked about the hotel being built with all non-union.

Tom Miller, Piccadilly Pl., referencing the PG&E explosion said PG&E should pay for everything. He said the hotel should have union workers. He added the union should come first before non-union.

Bob George, HIP Housing presented calendars to the Council and shared the good work HIP Housing does.

Robert Riechel, 7th Ave. thanked the City of San Bruno for the proclamation recognizing the District's 100 year anniversary on serving the residents of the County.

Mayor Ruane said there is no deal with OTO. Staff has been given permission to negotiate, so there is no deal. The Council cannot force anyone to go union or non-union. Negotiations are ongoing. **City Manager Jackson** encouraged the audience to watch the City's web site.

City Attorney Zafferano said negotiations do not occur in public. Information about the appraisal was provided to the Council in closed session. In the future that appraisal may become public. It was paid for with public funds; however, there is a confidentiality clause.

11. Receive Annual Report from the Personnel Board (moved to follow Item 8.)

Ed Fuentes introduced the members of the Board, Ed Comerford and Joe Roberts. Anna Marie Jones was given a special tribute. He gave an overview of what the Board has done over the last year and what they planned to do in the year going forward.

10. CONDUCT OF BUSINESS:

a. Appoint Members to Fill Vacancies on Commissions, Boards and Committees.

Bicycle & Pedestrian Advisory Committee – M/S Ibarra/Medina to nominate **Walter Bird**, all in favor.

Citizens Crime Prevention Committee (two vacancies) - **M/S Medina/O'Connell** to nominate **Richard Wong**, all in favor.

M/S Medina/Ibarra to nominate **Valentine Morgan**, all in favor.

Community Preparedness Committee – M/S Medina/Ibarra to nominate **Matt Lethin**, all in favor.

Parks and Recreation Commission - M/S Medina/Ibarra to nominate **Michael Salazar**; Motion made by **Vice Mayor Medina** to nominate **John Seevers** with no second. All votes cast for Michael Salazar.

b. Receive Report and Provide Direction Regarding Projects Proposed by the San Bruno Community Foundation.

Mayor Ruane said a few words regarding the Community Foundation.

Leslie Hatimaya gave an overview of what the Foundation's proposals will be for 2016.

She said the proposed plans for the year 2016 include a Community Facility's Vision Plan (\$300,000); a Community Day in the Park sponsorship (\$30,000); Pedestrian safety efforts in the Bayhill and downtown areas (\$170,000); Development of a new park at 324 Florida Avenue (\$200,000). There are two other initiatives the Foundation expects to launch this year. In just a few weeks they anticipate launching the Crestmoor Neighborhood Memorial Scholarship Fund which will support San Bruno students in obtaining a college degree (\$100,000 which they hope to be distributed by the end of this school year.) Later in 2016 they hope to launch a Community Grants Program that will enable local community groups to apply for foundation funds consistent with the Foundations' focused areas (\$200,000.) In total, one million of the restitution funds in 2016 to benefit the community.

City Manager Jackson said staff is recommending establishment of a subcommittee to be appointed by the Mayor to work with the foundation and staff going forward. Staff recommends that staff and the subcommittee be cast with a more detailed response to each of the proposals that would incorporate consideration of any and all issues regarding implementation and the timeline the Foundation has set-forth. She said staff is looking for Council's approval of Community Day in the Park combined with the Posy Parade for 2016 which can be implemented. She also said staff is looking for the preplanning of the Community Facility's Vision Plan process.

Mayor Ruane appointed himself to the committee as well as **Councilmember O'Connell**.

Councilmember Medina talked about the park on Florida and ongoing costs. He said he wanted to know what the costs will be. He questioned the Community Facilities Vision Plan and asked if it was a master plan that covered all the facilities. **City Manager Jackson** apologized for using the word master and said the preplanning process is intended to provide a more specific scope.

Councilmember Medina said it is a short time until June and he would like to see Community Day done right rather than quick. He said the 2015 Community Day cost \$36,000. and this proposal is \$30,000. **City Manager Jackson** said she believed they could stay within the \$30,000. budget.

Councilmember Ibarra said Lions will partner with the Foundation and the community, making it a community event by involving the other service clubs and schools. Council was in agreement to have community day in the park.

Vice Mayor Medina offered to be an alternate to being on the subcommittee.

Council gave direction for the Foundation go ahead with the Community Day in the Park.

c. Adopt Amendment No. 8 to Franchise Agreement for Integrated Waste Management Services with Recology San Bruno, Designating an Alternative Disposal Site.

Finance Director Kraecht gave an overview of the staff report and asked for questions.

Recology Manager Pinochi said the rate of \$45.00 per ton will increase by CPI on an annual basis.

Vice Mayor Medina asked how many tons a year we are talking about – Pinochi said 27,000 tons per year, about 100 per day.

Councilmember Ibarra introduced the amendment and passed with a unanimous vote.

d. Receive Oral Report from City Clerk on her Attendance at the New Election Law Seminar.

City Clerk Bonner gave a brief outline of the three day activities when she attended the New Election Law Seminar and thanked Council for allowing the education to be budgeted.

11. REPORT OF COMMISSIONS, BOARDS & COMMITTEES:

Receive Annual Report from the Personnel Board (moved to follow Item 8.)

12. COMMENTS FROM COUNCIL MEMBERS:

Receive Oral Report from Councilmember Irene O'Connell Regarding Regional Agency Projects and Activities.

Councilmember O'Connell said she was on three major boards, 1) Advance Life Support Joint Powers Board of which she is chair with eighteen members; 2) Bay Area Water Supply and Conservation Agency (BAWSCA), a twenty-six member board; and 3) City/County Association of Governments (CCAG), a twenty-three member board.

She talked about gas tax and how the revenue has gone down tremendously because of more cost-efficient vehicles and how those funds are used for our roads. The cost of fixing the streets and the roads has gone up dramatically. She referenced www.CaliforniaRoadChargePilot.com because of the change in the gas tax, the State is looking for other ways to tax people to fix our roads. The pilot will give participants several options for reporting mileage, including several which do not require technology in the vehicle and one which does not require any mileage report.

Councilmember Ibarra questioned if Hamilton Avenue is all dark. **City Manager Jackson** concurred. She said staff will be posting the map on the City's website to illustrate what the state of the temporary lighting in the neighborhood is.

Councilmember Ibarra brought up the sewer lateral warranty that was brought up last April. He looked at the minutes and saw they said a warranty program would be sponsored by the City. He asked if we could get that going as it appears to be a very good program for the residents.

Councilmember Medina said on November 24 there was a Council meeting when he asked there be a one-time subcommittee established to look at employee acknowledgement and recognition. He brought this forward for Council consideration. **Mayor Ruane** appointed Vice Mayor Medina and Councilmember Medina to the committee.

13. CLOSED SESSION:

Mayor Ruane said they would be going into closed session with no reportable action. Conference with Labor Negotiators Pursuant to Gov't Code Section 54957.6:
Agency Designated Representatives: City Manager, Human Resources Director,
Employee Organizations: San Bruno Professional Fire Fighters Association, Public Safety Mid-Management Bargaining Unit, Miscellaneous Group, Mid Management Bargaining Unit, San Bruno Police Bargaining Unit and San Bruno Management Employees Association.

14. ADJOURNMENT:

Mayor Ruane closed the meeting with a moment of silence for Carol Klatt, a member of the Daly City City Council for a number of years. The regular meeting was closed at 8:32 p.m. The next regular City Council Meeting will be held on February 9, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval
at the City Council Meeting of
February 9, 2016

Carol Bonner, City Clerk

Jim Ruane, Mayor



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MINUTES - SPECIAL MEETING - CLOSED SESSION

SAN BRUNO CITY COUNCIL

January 26, 2016

Immediately following the Regular Council Meeting

- 1. CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on January 26, 2016 at San Bruno’s Senior Center, 1555 Crystal Springs Road, San Bruno, CA. The meeting was continued from the Closed Session conducted at the Regular Council Meeting.
- 2. ROLL CALL:** All were present.
- 3. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:** None.
- 4. CLOSED SESSION:**

Mayor Ruane stated they would be going into another closed session with no reportable action. Conference with Legal Counsel: Existing Litigation Pursuant to Government Code Section 54956.9(d)(1)

Names of Cases:

California Public Utilities Commission Rulemaking Matter:

R.14.11.001

California Public Utilities Commission Proceeding on Gas Safety Culture Matter:

I.15.08.019

California Public Utilities Commission Proceeding on Ex-Parte Communication Matter:

I.15.11.015

5. ADJOURNMENT:

Mayor Ruane closed the meeting at 9:45 p.m. The next regular City Council Meeting will be held on February 9, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval
at the City Council Meeting of
February 9, 2015

Carol Bonner, City Clerk

Jim Ruane, Mayor

02/01/16

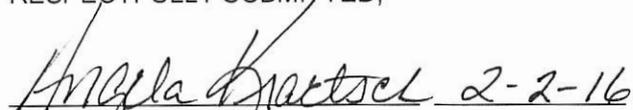
CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$118,115.69
132	AGENCY ON AGING	\$4,907.96
133	RESTRICTED DONATIONS	\$2,868.40
190	DISASTER RECOVERY FUND	\$3,562.00
203	STREET IMPROVE. PROJECTS	\$220.59
611	WATER FUND	\$173,344.42
621	STORMWATER FUND	\$21,582.27
631	WASTEWATER FUND	\$175,318.81
641	CABLE TV FUND	\$104,724.71
701	CENTRAL GARAGE	\$19,991.68
702	FACILITY MAINT. FUND	\$23,936.72
707	TECHNOLOGY DEVELOPMENT	\$2,581.24
711	SELF INSURANCE	\$23,645.62
880	PROJECT DEVELOP. TRUST	\$1,755.00
891	S.B. GARBAGE CO. TRUST	\$40,000.00
TOTAL FOR APPROVAL		\$716,555.11

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 159688 THROUGH 159843 INCLUSIVE, TOTALING IN THE AMOUNT OF \$716,555.11 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,


FINANCE DIRECTOR DATE

7a.

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount	
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0001170	AIRGAS USA, LLC	159690	2/1/2016	228.85
0000163	AIRPORT AUTO PARTS INC.	159691	2/1/2016	512.26
0097137	ALERT DOOR SERVICE INC	159692	2/1/2016	1,905.00
0000372	ALLIED SECURITY ALARMS	159693	2/1/2016	477.00
0018976	ALPHA ANALYTICAL LAB. INC.	159694	2/1/2016	1,244.00
0103662	ALTERNATIVE INTERNATIONAL CORP.	159695	2/1/2016	164.30
0102355	AMAZON	159696	2/1/2016	316.42
0018746	AMERICAN LIBRARY ASSOCIATION	159697	2/1/2016	110.00
0000082	AMERICAN MESSAGING	159698	2/1/2016	44.70
0014890	AMERICAN WATER WORKS ASSN.	159699	2/1/2016	360.00
0096700	ANDY'S WHEELS & TIRES	159700	2/1/2016	182.00
0106370	ANGEL CARPIO	159720	2/1/2016	600.00
0096113	AR AUTO GLASS	159701	2/1/2016	575.00
0106199	ARAGON VETERINARY CLINIC	159702	2/1/2016	41.40
0001202	ARAMARK UNIFORM SERVICES	159703	2/1/2016	781.38
0095122	ASCAP	159704	2/1/2016	624.55
0095122	ASCAP	159705	2/1/2016	336.00
0104925	ASIA TV USA, LTD.	159706	2/1/2016	1,230.52
0016123	AT&T	159707	2/1/2016	428.59
0017191	AT&T	159708	2/1/2016	827.20
0018583	AT&T MOBILITY	159709	2/1/2016	63.02
0000345	BAKER & TAYLOR BOOKS	159710	2/1/2016	3,712.01
0018020	BARKER BLUE DIGITAL IMAGING	159711	2/1/2016	75.75
0018567	BATTERY SYSTEMS	159712	2/1/2016	622.66
0018653	BAY AREA BARRICADE SVC., INC.	159713	2/1/2016	2,589.84
0001849	BAY AREA WATER SUPPLY & CONSERVATION AGEN	159822	2/1/2016	11,990.00
0018315	BAYSIDE EQUIPMENT COMPANY	159715	2/1/2016	4,470.00
0106338	BIRD B GONE, INC.	159716	2/1/2016	1,462.37
0097685	BOOMERANG MASONRY	159717	2/1/2016	276.00
0000378	BROADMOOR LANDSCAPE SUPPLY	159718	2/1/2016	3,101.78
0106169	CENTRAL RESTAURANT PRODUCTS	159721	2/1/2016	2,868.40
0016324	CINTAS CORPORATION	159722	2/1/2016	546.90
0000169	COSTA'S / "JUST THINGS"	159723	2/1/2016	43.60
0015857	COUNTY OF SAN MATEO	159724	2/1/2016	1,990.38
0018331	CSG CONSULTANTS INC.	159725	2/1/2016	1,755.00
0017533	CUTTERS EDGE	159726	2/1/2016	61.10
0097934	CWEA-TCP	159727	2/1/2016	328.00
0018188	DAU PRODUCTS	159728	2/1/2016	127.50
0101178	DISCOUNT PLUMBING	159729	2/1/2016	10,500.00
0018779	DUDLEY PERKINS CO	159730	2/1/2016	939.63
0105820	EAST BAY TIRE CO	159731	2/1/2016	3,162.26
0106036	EDGAR HERNANDEZ	159750	2/1/2016	80.00
0013683	F. FERRANDO & CO.	159733	2/1/2016	8,527.00
0000944	FEDEX	159734	2/1/2016	94.62
0001782	FLOWERS ELECTRIC & SVC.CO.INC.	159735	2/1/2016	4,117.87
0018117	FLYERS ENERGY, LLC	159736	2/1/2016	7,888.72
0017720	FOX TELEVISION STATIONS, INC.	159737	2/1/2016	31,624.32
0102869	FRANCHISE TAX BOARD	159738	2/1/2016	50.00
0105960	GARRATT CALLAHAN	159739	2/1/2016	4,137.93
0091439	GEOFFREY CALDWELL	159719	2/1/2016	23.00
0105554	GLOBAL SUN LANDSCAPE	159741	2/1/2016	3,292.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount	
0016969	GOLDEN IDEAS	159742	2/1/2016	1,153.48
0017454	GOLDEN STATE FLOW MEASUREMENT	159743	2/1/2016	23,430.42
0000162	GRAINGER	159745	2/1/2016	3,507.01
0106162	GRANITE BROADCASTING COMPANY	159746	2/1/2016	3,475.20
0095966	GREATAMERICA FINANCIAL SVCS.	159747	2/1/2016	577.51
0096316	GREEN CARPET LANDSCAPING & MAINTENANCE	159764	2/1/2016	3,180.00
0095792	HARRISON & BONINI	159749	2/1/2016	35.97
0000909	HERTZ EQUIPMENT RENTAL CORP.	159751	2/1/2016	22,465.66
0017882	HOME BOX OFFICE	159752	2/1/2016	3,794.24
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0105735	HYDROSCIENCE ENGINEERS, INC.	159754	2/1/2016	10,462.50
0105670	IN & OUT PLUMBING	159755	2/1/2016	5,945.00
0015531	INTERSTATE BATTERY SYS. OF SF	159756	2/1/2016	122.58
0099054	INTERSTATE TRS FUND	159757	2/1/2016	591.70
0018261	INTL MEDIA DISTRIBUTION, LLC	159758	2/1/2016	1,051.00
0098964	JARVIS,FAY,DOPORTO&GIBSON, LLP	159759	2/1/2016	541.50
0106371	JOHN WOO CONSTRUCTION	159760	2/1/2016	276.00
0000075	K-119 TOOLS OF CALIFORNIA INC.	159761	2/1/2016	419.43
0000075	K-119 TOOLS OF CALIFORNIA INC.	159762	2/1/2016	81.27
0017947	KEVIN MCMULLAN	159775	2/1/2016	192.00
0105940	LEADS ONLINE	159765	2/1/2016	2,238.00
0000849	LEAGUE OF CALIFORNIA CITIES	159766	2/1/2016	14,664.00
0105034	LFP BROADCASTING, LLC	159768	2/1/2016	45.50
0104424	LIDIA'S ITALIAN DELICACIES	159769	2/1/2016	4,750.00
0099127	MANUEL RAPOSO CONSTRUCTION	159773	2/1/2016	276.00
0106044	MAYCROFT INVESTIGATION AGENCY	159774	2/1/2016	1,200.00
0102770	METLIFE	159776	2/1/2016	350.46
0106369	MICHAEL NEDASZKOWSKY	159785	2/1/2016	75.00
0097599	MICHAEL THOMAS	159829	2/1/2016	378.88
0092285	MICROMARKETING LLC	159777	2/1/2016	30.99
0001709	MILLBRAE LOCK	159778	2/1/2016	17.22
0100062	MIRELLA RAMIREZ	159779	2/1/2016	849.61
0103600	MOMENTUM TELECOM, INC.	159780	2/1/2016	14,038.67
0000333	MOSS RUBBER & EQUIP. CORP.	159781	2/1/2016	855.34
0000762	MUNICIPAL MAINTENANCE EQUIPMENT INC.	159772	2/1/2016	299.59
0000357	NATIONAL CABLE TV CO-OP, INC.	159782	2/1/2016	2,249.16
0096724	NATIONAL CONSTRUCTION RENTALS	159783	2/1/2016	49.05
0105855	NBATV, LLC	159784	2/1/2016	8,408.57
0103301	NHL NETWORK US, LP	159786	2/1/2016	1,539.00
0105238	NORTHERN SERVICES INC.	159787	2/1/2016	9,974.41
0092263	OFFICE DEPOT INC	159788	2/1/2016	1,716.87
0018284	OFFICEMAX INC.	159789	2/1/2016	231.69
0000210	OLE'S CARBURETOR &ELECTRIC INC	159790	2/1/2016	119.34
0097567	ONE HOUR DRY CLEANING	159791	2/1/2016	198.35
0001292	ORCHARD BUSINESS/SYNCB	159792	2/1/2016	519.44
0000012	PACIFIC GAS & ELECTRIC	159793	2/1/2016	18,481.91
0000012	PACIFIC GAS & ELECTRIC	159794	2/1/2016	9.86
0106133	PAMELA GRADNEY	159744	2/1/2016	10.40
0106156	PENGUIN RANDOM HOUSE LLC	159795	2/1/2016	36.79
0098995	PENINSULA TRANSMISSION	159796	2/1/2016	2,450.00
0103618	PETERSON POWER SYSTEMS, INC.	159797	2/1/2016	7,774.23
0106368	PHIONA TAN	159825	2/1/2016	1,000.00
0000294	PITNEY BOWES	159798	2/1/2016	2,218.02
0016770	PRAXAIR DISTRIBUTION INC -192	159799	2/1/2016	138.58

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0105836 PRIMETIME PAPER & PROMOTIONS	159800	2/1/2016	457.80
0105548 PROVEN MANAGEMENT, INC.	159801	2/1/2016	3,384.00
0000071 R & B COMPANY	159802	2/1/2016	14,223.57
0104550 RAEL & LETSON	159803	2/1/2016	13,500.00
0000175 RECOLOGY SAN BRUNO	159804	2/1/2016	40,000.00
0090749 RED WING SHOE STORE	159805	2/1/2016	2,236.57
0095464 RICHARD GREGORY	159748	2/1/2016	50.00
0000022 ROBERT LOUIE	159770	2/1/2016	25.35
0096684 RONILO MAGTIBAY	159771	2/1/2016	50.00
0000569 SAN BRUNO AUTO CENTER, INC.	159808	2/1/2016	65.00
0098624 SAN MATEO COUNTY REGISTRATION AND ELECTIO	159806	2/1/2016	1,373.55
0017145 SAN MATEO LAWN MOWER SHOP	159809	2/1/2016	635.59
0018461 SERRAMONTE FORD, INC.	159810	2/1/2016	3,355.61
0102917 SFPUC FINANCIAL SERVICES	159811	2/1/2016	2,070.00
0018962 SHOE DEPOT INC.	159812	2/1/2016	652.17
0000216 SHOWTIME NETWORKS INC.	159813	2/1/2016	19,556.35
0098030 SHRED-IT USA	159814	2/1/2016	57.45
0018214 SIGILLO SUPPLY INC.	159815	2/1/2016	9,511.59
0103492 SMITHSONIAN NETWORKS	159816	2/1/2016	818.55
0106367 SONSTRAY MACHINERY LLC	159817	2/1/2016	1,627.84
0091419 SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING C	159807	2/1/2016	230.00
0105992 SPOK, INC.	159818	2/1/2016	70.55
0017036 STEVEN'S BAY AREA DIESEL SER., INC.	159714	2/1/2016	4,005.90
0000801 STEWART AUTOMOTIVE GROUP	159819	2/1/2016	84.42
0105813 SUNDANCE LLC	159820	2/1/2016	2,740.49
0105796 SUNRISE FOOD DISTRIBUTOR INC.	159821	2/1/2016	157.96
0017802 SUPPLYWORKS	159823	2/1/2016	1,510.45
0095565 SWINERTON BUILDERS	159824	2/1/2016	276.00
0096932 TASC	159826	2/1/2016	270.00
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	159732	2/1/2016	85.00
0000241 THE ADAM-HILL COMPANY	159827	2/1/2016	103.50
0103559 THE MLB NETWORK, LLC	159828	2/1/2016	1,866.60
0000036 THOMSON WEST	159830	2/1/2016	3,989.22
0105932 THOMY LEDESMA	159767	2/1/2016	80.00
0017527 TIFCO INDUSTRIES INC.	159831	2/1/2016	528.89
0017133 TURBO DATA SYSTEMS INC	159832	2/1/2016	3,117.95
0000019 U.S. POSTMASTER	159833	2/1/2016	3,800.00
0102744 UNIVERSAL BUILDING SERVICES	159834	2/1/2016	4,674.00
0016311 V & A CONSULTING ENGINEERS INC	159835	2/1/2016	15,424.50
0017083 VALI COOPER & ASSOCIATES INC	159836	2/1/2016	14,529.00
0102988 VANTAGEPOINT TRANSFER AGENTS	159837	2/1/2016	10,042.09
0095749 VERIZON WIRELESS	159838	2/1/2016	2,469.60
0100579 VERONICA GIESSNER	159740	2/1/2016	50.00
0105762 VUBIQUITY INC.	159839	2/1/2016	4,180.27
0016899 WECO INDUSTRIES LLC	159840	2/1/2016	468.49
0104660 WEST YOST ASSOCIATES, INC.	159841	2/1/2016	53,343.53
0000612 WESTVALLEY CONSTRUCTION CO.INC	159842	2/1/2016	130,257.32
0096893 WILSEY HAM	159843	2/1/2016	8,263.53
0096693 WYLEN LAI	159763	2/1/2016	50.00

GrandTotal: 716,555.11

Total count: 156

01/25/16

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$45,708.84
002	GENERAL FUND RESERVE	\$140,000.00
132	AGENCY ON AGING	\$2,297.45
190	DISASTER RECOVERY FUND	\$8,270.75
203	STREET IMPROVE. PROJECTS	\$50.22
611	WATER FUND	\$377,513.06
621	STORMWATER FUND	\$194.81
631	WASTEWATER FUND	\$42,610.18
641	CABLE TV FUND	\$9,428.19
701	CENTRAL GARAGE	\$1,619.07
702	FACILITY MAINT. FUND	\$2,523.82
707	TECHNOLOGY DEVELOPMENT	\$18,585.97
711	SELF INSURANCE	\$42,200.00
880	PROJECT DEVELOP. TRUST	\$4,500.00
891	S.B. GARBAGE CO. TRUST	\$610,887.84
TOTAL FOR APPROVAL		\$1,306,390.20

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 159568 THROUGH 159687 INCLUSIVE, TOTALING IN THE AMOUNT OF \$1,306,390.20 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,

 1-26-16
FINANCE DIRECTOR DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount	
0017770	A-A LOCK & ALARM INC	159568	1/25/2016	3,717.94
0096852	ABAG PLAN CORPORATION	159569	1/25/2016	1,743.06
0104680	ACCESS 24 COMMUNICATIONS INC.	159570	1/25/2016	533.90
0001170	AIRGAS USA, LLC	159571	1/25/2016	518.41
0000163	AIRPORT AUTO PARTS INC.	159572	1/25/2016	6.08
0106361	ALL BAY VALUATION	159573	1/25/2016	4,500.00
0018902	ALLGOOD DRIVING SCHOOL, INC.	159574	1/25/2016	96.00
0018976	ALPHA ANALYTICAL LAB. INC.	159575	1/25/2016	134.00
0000082	AMERICAN MESSAGING	159576	1/25/2016	121.73
0095849	ANDREW SEKIOKA	159664	1/25/2016	150.00
0099577	ANN GAVIGLIO	159619	1/25/2016	75.00
0094279	ANN PARKER	159649	1/25/2016	75.00
0018781	AQUA SMART INC.	159577	1/25/2016	334.34
0016123	AT&T	159578	1/25/2016	576.02
0017191	AT&T	159579	1/25/2016	2,464.99
0018465	AT&T MOBILITY	159580	1/25/2016	46.50
0000345	BAKER & TAYLOR BOOKS	159582	1/25/2016	44.24
0106155	BANK OF MARIN	159583	1/25/2016	15,618.72
0017431	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	159655	1/25/2016	592.00
0105553	BELLECCI & ASSOCIATES, INC.	159584	1/25/2016	37,409.96
0090442	BERNARD ROSS	159661	1/25/2016	75.00
0000378	BROADMOOR LANDSCAPE SUPPLY	159585	1/25/2016	261.47
0106366	BRUCE SMITH	159586	1/25/2016	4,472.00
0102696	C & C AUTOMOTIVE REFINISHING	159587	1/25/2016	1,528.72
0017679	CDW GOVERNMENT, INC	159589	1/25/2016	52.84
0017843	CENTRAL COUNTY FIRE DEPT.	159590	1/25/2016	728.62
0000729	CERTIFIED LABORATORIES, INC.	159591	1/25/2016	653.45
0017284	CHEMSEARCHFE	159592	1/25/2016	386.95
0016842	CHICAGO TITLE COMPANY	159593	1/25/2016	140,000.00
0016324	CINTAS CORPORATION	159594	1/25/2016	809.89
0016324	CINTAS CORPORATION	159595	1/25/2016	674.70
0102572	CINTAS FIRE PROTECTION	159596	1/25/2016	530.36
0097464	CINTAS FIRST AID & SAFETY	159597	1/25/2016	154.86
0106221	COMPLIANCESIGNS	159600	1/25/2016	39.00
0015857	COUNTY OF SAN MATEO	159602	1/25/2016	76.00
0097071	CRESCO EQUIPMENT RENTALS	159603	1/25/2016	1,279.05
0018979	CT CORPORATION	159605	1/25/2016	284.00
0016604	CUMMINS PACIFIC, LLC	159607	1/25/2016	1,091.40
0106080	DATALINK CORPORATION	159608	1/25/2016	548.13
0098764	EDWIN WONG	159686	1/25/2016	150.00
0017899	EMD MILLIPORE CORPORATION	159609	1/25/2016	1,444.58
0106116	EVERBANK COMMERCIAL FINANCE, INC.	159599	1/25/2016	376.62
0106349	F.A. POLI TRUCKING	159612	1/25/2016	340.00
0106348	FAST AGGREGATES PRODUCTS CO.	159613	1/25/2016	630.91
0001782	FLOWERS ELECTRIC & SVC.CO.INC.	159615	1/25/2016	475.20
0105960	GARRATT CALLAHAN	159617	1/25/2016	5,755.17
0104771	GILLERAN ENERGY MANAGEMENT SERVICES	159610	1/25/2016	3,798.75
0106364	GLENN PEREZ TIONGCO	159679	1/25/2016	75.00
0104135	GLOBAL TRACKING COMMUNICATIONS, INC.	159680	1/25/2016	329.89
0018864	GMA NETWORK INC.	159620	1/25/2016	4,519.76
0016154	GOETZ BROTHERS SPORTING GOODS	159621	1/25/2016	1,698.22
0000162	GRAINGER	159623	1/25/2016	50.22
0096316	GREEN CARPET LANDSCAPING & MAINTENANCE	159633	1/25/2016	1,100.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0096837 GYM DOCTORS	159624	1/25/2016	100.00
0105067 HADRONEX, INC.	159625	1/25/2016	12,492.00
0100150 HARMON MICHELSON	159638	1/25/2016	225.00
0095792 HARRISON & BONINI	159626	1/25/2016	780.88
0097640 HECTOR SAINEZ	159662	1/25/2016	50.00
0106186 HIWAY SAFETY INC.	159627	1/25/2016	2,184.63
0100559 HTET AUNG	159581	1/25/2016	150.00
0093171 IVO CARDELLI	159588	1/25/2016	50.00
0100881 JOYCE G GASTROCK	159618	1/25/2016	225.00
0000771 JT2 INTEGRATED RESOURCES	159629	1/25/2016	34,650.91
0018376 JT2 INTEGRATED RESOURCES	159630	1/25/2016	5,806.03
0000075 K-119 TOOLS OF CALIFORNIA INC.	159631	1/25/2016	3,869.22
0018808 KAISER FOUNDATION HEALTH PLAN	159632	1/25/2016	44.40
0100207 KRISTEN CUMMINGS	159606	1/25/2016	75.00
0094917 LANI CRUZ	159604	1/25/2016	150.00
0096825 LAURIE LOO	159635	1/25/2016	665.38
0104424 LIDIA'S ITALIAN DELICACIES	159634	1/25/2016	2,100.00
0097507 LILY CORDERO	159601	1/25/2016	50.00
0100523 LORI & ROBERT JEPSEN	159628	1/25/2016	75.00
0018177 LOWE'S	159636	1/25/2016	1,542.67
0096660 MAYRA GONZALEZ-MARTINEZ	159622	1/25/2016	75.00
0016041 METROMOBILE COMMUNICATIONS	159637	1/25/2016	285.00
0016863 MIDWEST TAPE, LLC	159639	1/25/2016	48.59
0000333 MOSS RUBBER & EQUIP. CORP.	159640	1/25/2016	968.18
0015839 NOR-CAL SIGNS	159641	1/25/2016	65.40
0018157 OCLC INC	159642	1/25/2016	352.19
0092263 OFFICE DEPOT INC	159643	1/25/2016	142.99
0018284 OFFICEMAX INC.	159644	1/25/2016	420.91
0097567 ONE HOUR DRY CLEANING	159645	1/25/2016	283.25
0001292 ORCHARD BUSINESS/SYNCB	159646	1/25/2016	353.69
0000012 PACIFIC GAS & ELECTRIC	159647	1/25/2016	17,525.28
0017948 PANAYIOTIS DEDES	159648	1/25/2016	200.00
0097106 PAUL WESTLUND	159685	1/25/2016	50.00
0106156 PENGUIN RANDOM HOUSE LLC	159650	1/25/2016	36.79
0001154 PENINSULA LIBRARY SYSTEM	159651	1/25/2016	375.90
0106229 PET FOOD EXPRESS	159652	1/25/2016	115.50
0000285 PREFERRED ALLIANCE, INC.	159653	1/25/2016	681.16
0102563 PROPET DISTRIBUTORS, INC.	159654	1/25/2016	720.35
0000071 R & B COMPANY	159656	1/25/2016	10,440.22
0091044 R.A. METAL PRODUCTS, INC	159657	1/25/2016	929.77
0000175 RECOLOGY SAN BRUNO	159658	1/25/2016	610,887.84
0106126 RELIANCE LABEL SOLUTIONS, INC.	159659	1/25/2016	256.24
0016729 RICOH AMERICAS CORPORATION	159660	1/25/2016	328.19
0096988 ROBERT WALDVOGEL	159684	1/25/2016	50.00
0105798 ROBERT WOOD	159687	1/25/2016	500.00
0014027 SAN FRANCISCO CHRONICLE	159663	1/25/2016	182.00
0102917 SFPUC FINANCIAL SERVICES	159665	1/25/2016	2,575.00
0018962 SHOE DEPOT INC.	159666	1/25/2016	147.13
0093872 SHOWCASES	159667	1/25/2016	108.00
0098030 SHRED-IT USA	159668	1/25/2016	43.52
0017508 SOUTH CITY LUMBER AND SUPPLY	159669	1/25/2016	406.73
0097079 SPRINT	159670	1/25/2016	5.60
0102921 ST. FRANCIS ELECTRIC, INC.	159671	1/25/2016	7,360.00
0014075 STATE BOARD OF EQUALIZATION	159672	1/25/2016	1,271.00

Document group: komalley Bank: apbank 05507660

<u>Vendor Code & Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
0105796 SUNRISE FOOD DISTRIBUTOR INC.	159673	1/25/2016	197.45
0017802 SUPPLYWORKS	159674	1/25/2016	1,523.02
0015691 TEAMSTERS LOCAL 856	159675	1/25/2016	14,168.00
0017672 TED CHAPMAN	159676	1/25/2016	103.52
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	159611	1/25/2016	2,342.00
0098021 THE SAN MATEO MEDICAL CENTER	159677	1/25/2016	1,200.00
0100826 THOMPSON BUILDERS CORPORATION	159678	1/25/2016	296,755.58
0105824 TRIVAD, INC.	159681	1/25/2016	17,985.00
0102744 UNIVERSAL BUILDING SERVICES	159682	1/25/2016	326.00
0095749 VERIZON WIRELESS	159683	1/25/2016	783.44
0105955 WEST COAST CODE CONSULTANTS, INC.	159598	1/25/2016	3,285.00
0093259 WILLIAM FORESTER	159616	1/25/2016	395.00
0100184 WILLIAM J. FEISTER	159614	1/25/2016	700.00
		GrandTotal:	1,306,390.20
		Total count:	120



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: February 9, 2016
TO: Honorable Mayor and Members of the City Council
FROM: Angela Kraetsch, Finance Director
SUBJECT: Payroll Approval

City Council approval of the City payroll distributed January 29, 2016 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,448,336.66 for bi-weekly pay period ending January 24, 2016 is attached.

LABOR SUMMARY FOR PAY PERIOD ENDING : JANUARY 24, 2016

pyLaborDist	01/29/16
Fund: 001 - GENERAL FUND	1,105,590.38
Fund: 121 - FEDERAL/STATE GRANTS	846.85
Fund: 122 - SOLID WASTE/RECYCL.	2,347.46
Fund: 190 - EMERGENCY DISASTER FUND	15,219.38
Fund: 201 - PARKS AND FACILITIES CAPITAL	43.40
Fund: 203 - STREET IMPROVE. PROJECTS	7,870.94
Fund: 207 - TECHNOLOGY CAPITAL	48.80
Fund: 611 - WATER FUND	81,048.96
Fund: 621 - STORMWATER FUND	7,446.17
Fund: 631 - WASTEWATER FUND	75,400.00
Fund: 641 - CABLE TV FUND	90,035.22
Fund: 701 - CENTRAL GARAGE	11,245.83
Fund: 702 - FACILITY MAINT.FUND	29,932.86
Fund: 707 - TECHNOLOGY DEVELOPMENT	18,423.59
Fund: 711 - SELF INSURANCE	2,836.82
	<hr/>
Total	1,448,336.66

CITY OF SAN BRUNO
Portfolio Summary
December 31, 2015



Investments	CUSIP	Book Value	Interest Rate	Maturity Date	% of Portfolio
Investment Pools:					
Local Agency Investment Fund		\$ 14,331,426.51	0.28%		11%
Glenview Fire Local Investment Fund		3,049,181.10	0.28%		2%
San Mateo County Pool		22,951,861.44	0.90%		18%
Total Investment Pools		40,332,469.05			32%
Federal Agency Bonds:					
Federal Home Loan Mortgage Corp	3134G6ZX4	1,000,000.00	0.85%	August 25, 2017	1%
Federal Home Loan Bank Notes	3130A5HT9	1,000,000.00	0.75%	August 28, 2017	1%
Federal Home Loan Mortgage Corp	3134G5AU9	2,000,000.00	1.19%	December 26, 2017	2%
Federal Home Loan Bank	3130A6UA3	1,000,000.00	1.10%	December 29, 2017	1%
Federal Home Loan Bank	3130A5SW0	1,000,000.00	1.05%	January 22, 2018	1%
Federal Home Loan Mortgage Corp	3134G7FK2	1,000,000.00	1.10%	March 23, 2018	1%
Federal Home Loan Banks	3130A5SS9	1,000,000.00	1.10%	March 29, 2018	1%
Federal Home Loan Mortgage Corp	3134G6U43	1,000,000.00	1.15%	May 25, 2018	1%
Federal Home Loan Mortgage Corp	3134G7EB3	1,000,000.00	1.25%	July 20, 2018	1%
Federal Home Loan Bank	3130A5SP5	1,000,000.00	1.25%	July 20, 2018	1%
Federal Home Loan Mortgage Corp	3134G8D30	1,000,000.00	1.38%	December 28, 2018	1%
Federal Farm Credit Bank	3133EFBQ9	1,000,000.00	1.37%	December 30, 2019	1%
Total Federal Agency Bonds		13,000,000.00			10%
Municipal Bonds:					
Cal State Federal Taxable	13063CKL3	2,015,100.00	2.22%	May 1, 2019	2%
Total Municipal Bonds		2,015,100.00			
Money Market:					
U.S. Government Money Market	23380W525	4,211,740.86	0.01%		3%
Total Money Market		4,211,740.86			
Custodial Account:					
City of San Bruno as Temporary Custodian		68,460,585.45	0.01%		53%
Total Custodial Account		\$ 68,460,585.45			
TOTAL INVESTMENTS		\$ 128,019,895.36			100%

2/3/2016 12:17:29PM

City of San Bruno

Through period: 6

Through December 2015

		Cash	Investments	Fund Total
001	GENERAL FUND	1,136,943.11	53,785.99	1,190,729.10
002	GENERAL FUND RESERVE	9,168,019.64	0.00	9,168,019.64
003	ONE-TIME REVENUE	284,316.14	0.00	284,316.14
004	NEW CAP IMPROV/ONE-TIME INITIATIVE RSRV	7,193,542.78	0.00	7,193,542.78
101	GAS TAX	784,180.26	0.00	784,180.26
102	MEASURE A TRANSPORTATION TAX	1,497,670.65	0.00	1,497,670.65
103	STREET SPECIAL REVENUE	311,900.09	0.00	311,900.09
104	TRAFFIC CONGESTION RELIEF	0.00	0.00	0.00
111	POLICE ASSET FORFEITURE	63,296.65	0.00	63,296.65
112	SAFETY AUGMENT. -PROP.172	0.00	0.00	0.00
113	POLICE SPECIAL REVENUE	77,502.19	0.00	77,502.19
114	TRAFFIC SAFETY GRANT	62,054.57	0.00	62,054.57
121	FEDERAL/STATE GRANTS	17,571.70	0.00	17,571.70
122	SOLID WASTE/RECYCL.	266,407.00	0.00	266,407.00
123	LIBRARY SPECIAL REVENUE	183,365.93	0.00	183,365.93
131	IN-LIEU FEES	3,546,892.27	0.00	3,546,892.27
132	AGENCY ON AGING	(37,522.20)	0.00	(37,522.20)
133	RESTRICTED DONATIONS	1,172,662.45	0.00	1,172,662.45
134	ED JOHNSON BEQUEST FUND	26,132.68	0.00	26,132.68
135	GLENVIEW FIRE DONATIONS	0.00	0.00	0.00
136	EMERGENCY DISASTER RESERVE	3,049,181.10	0.00	3,049,181.10
151	SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00
152	CITY OF SB AS SUCCESSOR HOUSING AGENC\	241,652.00	0.00	241,652.00
153	RDA OBLIGATION RETIREMENT FUND	358,417.45	650,057.06	1,008,474.51
190	DISASTER RECOVERY FUND	783,679.17	0.00	783,679.17
201	PARKS AND FACILITIES CAPITAL	1,525,420.82	0.00	1,525,420.82
203	STREET IMPROVE. PROJECTS	3,188,397.41	0.00	3,188,397.41
207	TECHNOLOGY CAPITAL	209,728.98	0.00	209,728.98
251	SUCCESSOR AGENCY TO THE SB RDA - CAPIT/	0.00	0.00	0.00
302	LEASE DEBT SERVICE	397,502.09	0.76	397,502.85
351	SUCCESSOR AGENCY TO THE SB RDA -2000 C/	0.00	0.00	0.00
611	WATER FUND	10,391,509.28	0.00	10,391,509.28
621	STORMWATER FUND	1,385,940.34	0.00	1,385,940.34
631	WASTEWATER FUND	10,712,041.66	138,693.75	10,850,735.41
641	CABLE TV FUND	(7,843,744.59)	200.00	(7,843,544.59)
701	CENTRAL GARAGE	624,445.74	0.00	624,445.74
702	FACILITY MAINT.FUND	804,698.63	0.00	804,698.63
703	GENERAL EQUIPMENT REVOLVING	4,760,480.77	0.00	4,760,480.77
707	TECHNOLOGY DEVELOPMENT	257,957.79	0.00	257,957.79
711	SELF INSURANCE	1,947,645.78	91,118.50	2,038,764.28
870	SAN BRUNO COMMUNITY FOUNDATION	69,704,148.14	0.00	69,704,148.14
880	PROJECT DEVELOP. TRUST	125,369.50	0.00	125,369.50
891	S.B. GARBAGE CO. TRUST	457,840.68	0.00	457,840.68
	Grand Total:	128,837,248.65 *	933,856.06	129,771,104.71

* Reconciliation of Pooled Cash & Investments to Portfolio Book Value

Investment Portfolio Value	\$128,019,895.36
Cash on hand - Checking Accounts	2,016,943.63
Payroll and Accounts Payable Outstanding Checks	(1,307,836.90)
Deposits in Transit	108,246.56
General Ledger Cash Balance as of December 31, 2015	\$128,837,248.65

Totals are through period: 6

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City Council Agenda Item
Staff Report

CITY OF SAN BRUNO

DATE: February 9, 2016
TO: Honorable Mayor and Members of the City Council
FROM: Angela Kraetsch, Finance Director
SUBJECT: Adopt Resolution Accepting the City's Comprehensive Annual Financial Report (CAFR) and Measure A Funds Audit Report for the Fiscal Year Ended June 30, 2015

BACKGROUND

The annual financial audit of the City was completed on December 28, 2015 and resulted in the issuance of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2015. The City's independent auditor, Vavrinek, Trine, Day & Company, LLP, conducted the audit of the City's financial statements and an unmodified ("clean") opinion was received.

The following statements for the year ended June 30, 2015 are presented for the City Council's review:

1. Comprehensive Annual Financial Report (CAFR)
2. Audit of Measure A Funds

Generally accepted accounting principles (GAAP) provide the criteria for judging whether a financial report is fairly presented. In defining the minimum standard of acceptable basic financial reporting for state and local governments, GAAP mandates a complete set of basic financial statements, including accompanying note disclosures, as well as the presentation of certain required supplementary information in connection with the basic financial statements. GAAP encourages government agencies to present this information within the broader framework of a CAFR.

The CAFR provides valuable insight into how the City manages its finances. It is a more detailed financial report beyond just the basic financial statements and is made up of three basic sections:

- **The introductory section:** provides general information of the City which includes the letter of transmittal, list of principal officials, and organizational chart.
- **The financial section:** provides the overall financial information of the City which includes the report of the independent auditor, management's discussion and analysis (MD&A), the basic financial statements, notes to the financial

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statements, required supplementary information, and other supplementary schedules and statements.

- **The statistical section:** provides a broad range of operational, economic, and historical data that provides a context for assessing the City's economic condition. This section provides information about the City's general financial trends, revenue capacity, debt capacity, economic and demographic trends, and operating information.

The format of the CAFR is designed to serve the needs of three primary users. These include the City Council and other governmental oversight bodies, the public, and agencies assessing the City's creditworthiness.

For the fifth consecutive year, the City's CAFR was awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officer's Association (GFOA) of the United States and Canada. The Certificate of Achievement is the highest form of recognition for excellence in state and local government reporting and it ensures that the published CAFR is an easily readable and efficiently organized comprehensive annual financial report.

The City of San Bruno is responsible for complying with the *Agreement for Distribution of San Mateo County Measure A Funds For Local Transportation Purposes* between the City and the San Mateo County Transportation Authority entered on August 18, 1989. This agreement requires an annual compliance audit by an external audit firm of the City's allocation of Measure A funds.

DISCUSSION

The auditors completed the audit of the City's financial statements and the Measure A sales tax special revenue. The auditors found the financial statements present fairly, in all material ways, the City's financial position as of June 30, 2015. The audited financial statements include the statement of net position, statements of activities and changes in net position, balance sheets, statements of revenues, expenditures, and changes in fund balances, and statements of cash flows.

Key financial highlights for fiscal year June 30, 2015 are as follows:

- During fiscal year 2014-15, the City implemented Government Accounting Standard Board (GASB) Statements No.68 and No.71 which required the recording of net pension liability and pension related deferred inflows and outflows. This does not represent a new liability, but rather, a new reporting requirement.
- The City's government-wide net position decreased by \$49.3 million during 2014-15, bringing the total net position to \$79 million. The decrease in net position is primarily the result of restatement of net pension liabilities derived from implementation of GASB 68 which reduced the total net position by \$63.3 million. The restatement was offset by an increase in net position of \$14 million.

- General Fund fund balance increased by \$1.0 million bringing the total to \$11.9 million. The growth in property tax, transient occupancy tax, business license revenues, one-time revenue such as excess ERAF tax received from the County, and allocations from the Redevelopment Property Tax Transfer Funds contributed to this improvement. The healthy surplus allowed the City to continue to work towards funding its reserves at established target levels.
- Business-type activities expenses of \$31.6 million were offset by charges for services totaling \$37.4 million. Combined with non-program revenues totaling \$174,855 and transfers in from governmental funds of \$1.8 million, net position increased by \$7.8 million before pension restatement.
- The City Council adopted a reserve policy on January 22, 2013 to support the Council's commitment to ensuring financial stability and sustainability of operations during times of fiscal constraint and emergencies. As of June 30, 2015, the reserve fund balances amount to:
 - General Fund Reserve - \$10 million (equals the reserve policy goal of 25% of budgeted expenditures)
 - General Fund Contingency Reserve - \$1.5 million (maintains the target reserve goal)
 - Emergency Disaster Reserve - \$3 million (maintains the target reserve goal)
 - Capital Improvement/One-Time Initiative Reserve - \$7.2 million (reserve policy goal is \$8 million)
 - Central Garage Reserve - \$200,000 (meets the reserve policy goal of 25% of budgeted department expenditures)
 - Building and Facilities Reserve - \$300,000 (meets the reserve policy goal of 25% of budgeted department expenditures)
 - Technology Reserve - \$200,000 (meets the reserve policy goal of 25% of budgeted department expenditures)

The City's CAFR is in compliance with newly effective Government Accounting Standards Board (GASB) pronouncements. The implementation of GASB Statements No. 68 and No. 71 are the only new accounting pronouncements that had an impact on the City's financial statements. GASB Statement No. 68 "Accounting and Financial Reporting for Pensions-an amendment of GASB Statement No. 27" improves accounting and financial reporting by state and local governments for pensions. GASB Statement No. 71 "Pension Transition for Contributions made Subsequent to the Measurement Date-an amendment of GASB Statement No. 68" addresses an issue regarding application of the transition provisions of Statement No. 68.

The standards governing Single Audit engagements require that agencies expending more than \$500,000 in federal monies have an independent audit. The City of San

Bruno did not reach the \$500,000 threshold amount in fiscal year 2014-15 therefore a Single Audit Report was not required.

The City's CAFR and Measure A Report have been provided to the City Council in hard copy form and can be located on the City's website (www.sanbruno.ca.gov) on the Finance Department's web page under Budget and Financial Reports.

FISCAL IMPACT

Financial reports are to be submitted to the City Council in accordance with section 2.28.030 of the Municipal Code. The CAFR and other financial statements have no direct fiscal impact on the City. However, the reports are necessary to allow City Council oversight and failing to prepare such reports could jeopardize the City's credit rating and its ability to obtain grants and debt financing.

ALTERNATIVES

1. Request additional analysis or the preparation of other financial statements prior to accepting the audit reports as of June 30, 2015.
2. Complete further review of the audit reports.

RECOMMENDATION

Adopt Resolution Accepting the City's Comprehensive Annual Financial Report (CAFR) and Measure A Funds Audit Report for the Fiscal Year Ended June 30, 2015.

DISTRIBUTION

None

ATTACHMENTS

1. Resolution
2. Comprehensive Annual Financial Report (CAFR) and Measure A Report (on file in the City Clerk's department for public review, as well as on the City's website at www.sanbruno.ca.gov).

DATE PREPARED

January 29, 2016

REVIEWED BY

_____CM

RESOLUTION NO. 2016 _____

RESOLUTION ACCEPTING THE CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND MEASURE A FUNDS AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2015

WHEREAS, the independent audit provides an annual report on the financial condition of the City in accordance with Municipal Code Section 2.28.030, and;

WHEREAS, the City retained the firm of Vavrinek, Trine, Day and Company, LLP, to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of San Bruno for the fiscal year ended June 30, 2015, and;

WHEREAS, the audit was conducted in accordance with generally accepted auditing standards in the United States and the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States, and;

WHEREAS, the City applies all applicable Government Accounting Standards Board (GASB) pronouncements as well as the following pronouncements issued on or before November 30, 1989 to the business-type activities, unless those pronouncements conflict with or contradict GASB pronouncements: Financial Accounting Standards Board (FASB) statements and Interpretations, Accounting Principles Board (APB) Opinions, and Accounting Research Bulletins (ARB) of the Committee of Accounting Procedure. The City applies all applicable FASB Statements and Interpretations issued after November 30, 1989, except those that conflict with or contradict GASB pronouncements, and;

WHEREAS, the financial statements include the statement of net position, statements of activities and changes in net position, balance sheets, statements of revenues, expenditures, and changes in fund balances, and statements of cash flows.

WHEREAS, the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2015 has been reviewed by the City Council, and;

WHEREAS, the Audit of Compliance with the Agreement for the Distribution of San Mateo County Measure A Funds for Local Transportation Purposes for the fiscal year ended June 30, 2015 has been reviewed by the City Council.

NOW THEREFORE, the City Council of the City of San Bruno hereby resolves to accept the following reports of the City's independent auditors for the year ended June 30, 2015:

1. City's Comprehensive Annual Financial Report
2. Audit of Measure A Funds

—oOo—

I hereby certify the foregoing Resolution No. 2016-
was introduced and adopted by the San Bruno City Council
at a regular meeting on February 9, 2016 by the following vote:

AYES:

NOES:

ABSENT:

City Clerk

Carol Bonner

To: Carol Bonner
Subject: RE: Stepping down

From: R B
Sent: Thursday, January 21, 2016 12:29 PM
To: Paula Bradley; David Woltering; David Nigel
Subject: Stepping down

Hi All,

It is an exciting time to be involved with the SB Bicycle Pedestrian Advisory Committee. An influx of both volunteer committee members and dedicated staff that are clearly interested in making changes that are positive for the bicycle, pedestrian community in San Bruno. I've been on the committee for a decade or so and this time appears to be the moment when the committee is poised and able to make changes in which we all can be proud to put our efforts behind.

My misfortune in this regard is that I have a number of professional and personal obligations that are requiring more and more of my time. I feel I am unable to put the time and effort, to the community and fellow committee members, in which I would be satisfied and proud.

It is with sadness that I am writing to inform you, that at the cusp of great changes, I am resigning from the SB Bicycle and Pedestrian Advisory Committee.

Good luck to you all in your efforts to make a difference, literally on the streets of San Bruno. Please forward my regards to the entire committee. I expect our paths will cross again. I have appreciated the opportunity to be involved in my town.

Thanks to All.

Randy Brase

RESOLUTION NO. 2016-_____

RESOLUTION APPROVING AMENDMENT #1 TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SAN BRUNO AND CONSTANCE C. JACKSON, CITY MANAGER

WHEREAS, the City of San Bruno and Constance C. Jackson entered into an annually renewable employment agreement for the continuation of City Manager services on July 22, 2014; and

WHEREAS, Section 5(c) of that agreement authorizes the City Council to adjust the city Manager's salary and benefits; and

WHEREAS, the City Council desires to amend the agreement to authorize forgiveness of an additional \$20,000 of the Employee's home loan as described in Section 5(d) of the agreement;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Bruno hereby authorizes the Mayor to execute on behalf of the City, the attached Amendment #1 to the employment agreement between the City of San Bruno and Constance C. Jackson dated July 22, 2014.

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AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Carol Bonner, City Clerk

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**AMENDMENT #1 TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SAN BRUNO
AND CONSTANCE C. JACKSON, CITY MANAGER**

1. This Amendment modifies the employment agreement between the City of San Bruno and Constance C. Jackson, City Manager, dated July 22, 2014.
2. Section 5(d) of said agreement is amended to reflect the forgiveness of an additional \$20,000 of the Employee's home loan.
3. In all other respects, the agreement is affirmed.

City of San Bruno:

Jim Ruane, Mayor

Employee:

Constance C. Jackson

Attest:

Carol Bonner, City Clerk



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: February 9, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Marc Zafferano, City Attorney
Jimmy Tan, Public Services Director

SUBJECT: Adopt Resolution Authorizing the City to Join the San Mateo County Peninsula Clean Energy Joint Powers Authority and Appointing Director and Alternate to the JPA Board; Hold Public Hearing, Waive First Reading, and Introduce Ordinance Authorizing implementation of a Community Choice Aggregation Program in San Bruno

BACKGROUND:

On December 9, 2014, the County of San Mateo Board of Supervisors directed its staff to explore the feasibility of a Community Choice Energy program in San Mateo County; the enabling legislation adopted by the state refers to these types of programs as Community Choice Aggregation (CCA). A CCA program allows public agencies such as cities and counties to join together to purchase electricity collectively from suppliers selected by the CCA, instead of relying on PG&E to select the suppliers. As a result, a CCA could select suppliers of cleaner electricity, which would potentially reduce greenhouse gas emissions, while still being cost-competitive given PG&E's current and projected rates.

To explore the feasibility and economics of establishing a CCA in San Mateo County, the Board of Supervisors conducted a focused outreach effort to educate and engage staff, city managers and city councils about the program. Outreach efforts showed that there was interest among cities in the county for the creation of such a program.

On February 24, 2015, the county allocated \$300,000 to fund Phase 1 of the CCA program, which included the following activities: hiring a program consultant (LEAN Energy U.S.) to provide guidance and project management support; commissioning a study to determine the economic and technical feasibility of starting a CCA program in San Mateo County, which was completed by Pacific Energy Advisors, Inc.; hiring a creative services consultant to develop a website and related graphics for the program; and creating and supporting an Advisory Committee co-chaired by Board President Carole Groom and Supervisor Dave Pine. The Committee is comprised of representatives from all the cities in the county, including former Councilmember Michael Salazar and Public Services Director Jimmy Tan, as well as relevant stakeholder organizations.

The technical feasibility study concluded that implementing a CCA in the County would result in electricity rates that are competitive with PG&E's current and projected rates, while at the same time providing several alternatives for customers that would reduce greenhouse gas emissions. The study made conservative assumptions about future rate increases as well as fees that PG&E and the CPUC might add to CCA customers' bills for use and maintenance of PG&E's transmission lines.

Even so, the study indicated that an average residential customer who chooses an electricity alternative with more renewable energy content than is currently offered by PG&E could expect an approximately 4% initial rate reduction. Customers could also choose an energy supply alternative that contains 100% renewable energy content, but that alternative would cost approximately 2% more for the average customer. The CCA will retain all of the programs, such as CARE and Medical Baseline, which are available to low-income customers.

On October 20, 2015, the County introduced an ordinance authorizing a Community Choice Aggregation program within the unincorporated area of the County and allocated \$800,000 to fund Phase 2 of the CCA program. Phase 2 included the following activities: Peninsula Clean Energy Authority formation and program design; energy product investigation and supply portfolio recommendations; city outreach and informational support for local ordinance adoption; implementation plan development; and community engagement, marketing, and communication.

On January 26, 2016, the City Council conducted a study session on the Community Choice Aggregation program at which Supervisor David Pine made a Powerpoint presentation. In summary, successful CCAs are currently operating in Marin and Sonoma counties, and are being explored by Santa Clara County. If a city wishes to join the San Mateo County JPA, it can do so at no cost so long as it adopts an ordinance before the end of February. It is anticipated that most cities in the County will join. Program benefits include local control over electricity, consumer choice where none currently exists, a cleaner power supply, more stable rates, and funding for future local energy efficiency and generation programs.

The City of South San Francisco recently completed its own independent analysis of a CCA program, which was presented at its City Council meeting of January 27, 2016. The analysis validated the results of the County's prior analysis in finding that a CCA would likely result in lower initial average customer rates and significant reductions in greenhouse gas emissions. While rates lower than PG&E's rates cannot be guaranteed forever, the current electricity market is very favorable and affords the CCA with an opportunity to keep rates competitive.

DISCUSSION:

Section 366.2(c)(12)(B) of the Public Utilities Code expressly contemplates creation of a Joint Powers Authority so that a county and a city or cities can "participate as a group in a community choice aggregation program." The County and each city can begin to take advantage of this option by doing two things: (1) entering into a Joint Powers Agreement forming a Joint Powers Authority under Section 6500, et seq. of the Government Code; and (2) adopting an Ordinance "elect[ing] to implement a community choice aggregation program within its jurisdiction" as required by Section 366.2(c)(12)(A).

Attached to this staff report as Attachment 1 is a Joint Powers Agreement, of which the execution by the County and at least two cities, will create the Peninsula Clean Energy Authority. The framework of the Agreement initially originated from a similar agreement that was successfully used to form Sonoma Clean Power. The Resolution attached as Attachment 2 would authorize the Mayor to sign the JPA and also to appoint the City's director and an alternate to the JPA's Board.

As part of drafting the Agreement, feedback on key decision points was obtained from the Advisory Committee. The Board of Supervisors conducted a Study Session on October 6, 2015, to discuss the following topics: that cities would be allowed to become full members of the JPA rather than mere "participants" in the CCA program; that each City would have a member on the JPA Board,

represented by an elected public official; that the JPA would have a two-tiered voting system based both on majority vote as well as a weighted vote that takes into account the energy use within the jurisdiction so as to create a fair balance of power among the members; a provision that makes clear that any liabilities of the JPA are incurred by the JPA and not the constituent members; and a provision that allows constituent members to withdraw from the Authority without financial obligation if prior to launch it is clear that the Authority cannot meet its pricing and environmental goals.

A first draft of the agreement was then completed and circulated to all of the city attorneys and during the following weeks, two in-person meetings were held with city attorney representatives. During those meetings and through prior and subsequent electronic correspondence, numerous changes to the agreement were made to address issues raised by the various representatives, including addition of the aforementioned pre-launch withdrawal provision. The attached Agreement reflects the collaborative effort.

In addition, under Public Utilities Code section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so. In fact, Peninsula Clean Energy is required to provide customers at least four notices of their rights to continue to receive service from the incumbent utility. And those who do receive power from Peninsula Clean Energy still receive that power over the same transmission lines and receive the same billing statement from the incumbent utility. The City can do additional outreach by placing an announcement in FOCUS, sending an insert in the water bill, and making an announcement on cable TV.

Also attached to this Staff report as Attachment 3 is an Ordinance that complies with the requirements of Section 366.2(c)(12)(A). If the City Council wishes to join the CCA, it should introduce the ordinance at tonight's meeting so it can be adopted at the next meeting to comply with the February 29 deadline for adoption. The City Attorney has reviewed and approved all documents as to form.

As part of its action, the City Council should appoint one of its members as a director and another member as an alternate to the JPA Board.

FISCAL IMPACT:

Participating in the Community Choice Aggregation program does not require outlay of any City funds. The County of San Mateo has provided seed money and future expenses will be covered by revenues from ratepayers. One of the advantages of the program is that unlike the incumbent utility, Peninsula Clean Energy will not be a profit-driven enterprise. All revenues over expenses can be reinvested to improve pricing, focus on environmentally conscious power purchases and fund locally beneficial power projects at the election of the Peninsula Clean Energy Board.

ALTERNATIVES:

1. Decline to participate in the Community Choice Aggregation program;
2. Request additional information before deciding to participate in the Community Choice Aggregation Program

RECOMMENDATION:

Adopt Resolution Authorizing the City to Join the San Mateo County Peninsula Clean Energy Joint Powers Authority and Appointing Director and Alternate to JPA Board; Hold Public Hearing, Waive First Reading, and Introduce Ordinance Authorizing Implementation of a Community Choice Aggregation Program in San Bruno

ATTACHMENTS:

1. Joint Powers Agreement
2. Resolution
3. Ordinance

DISTRIBUTION:

None.

**JOINT EXERCISE OF POWERS AGREEMENT RELATING TO
AND CREATING THE**

PENINSULA CLEAN ENERGY AUTHORITY

OF

SAN MATEO COUNTY

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, and establishes the Peninsula Clean Energy Authority (“Authority”), is by and between the County of San Mateo (“County”) and those cities and towns within the County of San Mateo who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

- A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.
- B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.
- C. The purposes for entering into this Agreement include:
 - a. Reducing greenhouse gas emissions related to the use of power in San Mateo County and neighboring regions;
 - b. Providing electric power and other forms of energy to customers at a competitive cost;
 - c. Carrying out programs to reduce energy consumption;
 - d. Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
 - e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.
- D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar,

wind, and biomass energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State's transition to clean power resources to the extent feasible. The Agency will also add increasing levels of locally generated renewable resources as these projects are developed and customer energy needs expand.

- E. The Parties desire to establish a separate public agency, known as the Peninsula Clean Energy Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
- F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

- Exhibit A: Definitions
- Exhibit B: List of the Parties
- Exhibit C: Annual Energy Use
- Exhibit D: Voting Shares
- Exhibit E: Signatures

ARTICLE 2: FORMATION OF PENINSULA CLEAN ENERGY AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and Peninsula Clean Energy Authority shall exist as a separate public agency on February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later. The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public agency named the Peninsula Clean Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.5:

2.4.1 to make and enter into contracts;

2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party over its objection without first meeting and conferring in good faith.

2.4.5 to lease any property;

2.4.6 to sue and be sued in its own name;

2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

2.4.9 to issue revenue bonds and other forms of indebtedness;

2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.4.12 to adopt Operating Rules and Regulations; and

2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.

2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by San Mateo County.

2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Board of Directors. The governing body of the Authority shall be a Board of Directors ("Board"). The Board shall consist of 2 (two) directors appointed by the San Mateo County Board of Supervisors and 1 (one) director appointed by each City or Town that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director, and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant. Directors must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement. Each Party may appoint an alternate(s) to serve in the absence of its Director(s). Alternates may be either (1) members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement, or (2) staff members of

the County or any such municipality.

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

3.3 Powers and Functions of the Board. The Board shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Board shall provide general policy guidance to the CCA Program. Board approval shall be required for any of the following actions:

3.3.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.

3.3.2 The hiring or termination of the Chief Executive Officer and General Counsel.

3.3.3 The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3.

3.3.4 The adoption of the Annual Budget.

3.3.5 The adoption of an ordinance.

3.3.6 The approval of agreements, except as provided by Section 3.4.

3.3.7 The initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board as long as such action is consistent with any adopted Board policies.

3.3.8 The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

3.3.9 Termination of the CCA Program.

3.4 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement is less than \$100,000 in any fiscal year, except the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board of Directors.

3.5 Commissions, Boards, and Committees. The Board may establish any advisory

commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if the Board deems appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Directors.

3.7 Voting In general, as described below in Section 3.7.3, action by the Authority Board will be taken solely by a majority vote of the Directors present. However, as described below in Section 3.7.4, upon request of a Director, a weighted vote by shares will also be conducted. When such a request is made, an action must be approved by both a majority vote of Directors present and a majority of the weighted vote by shares present. No action may be approved solely by a vote by shares. The voting shares of Directors and approval requirements for actions of the Board shall be as follows:

3.7.1. Voting Shares.

Each Director shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100, where

(a) "Annual Energy Use" means, (i) with respect to the first year following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("kWh"), within the Party's respective jurisdiction and (ii) with respect to the period after the anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party's respective jurisdiction that are served by the Authority; and

(b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy Use will be designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. These adjustments shall be approved by the Board.

(c) The combined voting share of all Directors representing the County of San Mateo shall be based upon the annual electricity usage within the unincorporated area of San Mateo County.

For the purposes of Weighted Voting, if a Party has more than one director, then the voting shares allocated to the entity shall be equally divided amongst its Directors.

3.7.2. Exhibit Showing Voting Shares. The initial voting shares will be set forth in Exhibit D. Exhibit D shall be revised no less than annually as necessary to account for changes in the number of Parties and changes in the Parties' Annual Energy Use. Exhibit D and

adjustments shall be approved by the Board.

3.7.3. Approval Requirements Relating to CCA Program. Except as provided in Sections 3.7.4 and 3.7.5 below, action of the Board shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.4. Option for Approval by Voting Shares. Notwithstanding Section 3.7.3, any Director present at a meeting may demand that approval of any matter related to the CCA Program be determined on the basis of both voting shares and by the affirmative vote of a majority of Directors present at the meeting. If a Director makes such a demand with respect to approval of any such matter, then approval of such matter shall require the affirmative vote of a majority of Directors present at the meeting and the affirmative vote of Directors having a majority of voting shares present, as determined by Section 3.7.1 except as provided in Section 3.7.5.

3.7.5. Special Voting Requirements for Certain Matters.

(a) Two-Thirds and Weighted Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present; provided, however, that (i) notwithstanding the foregoing, any Director present at the meeting may demand that the vote be determined on the basis of both voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require the affirmative vote of both at least two-thirds of Directors present and the affirmative vote of Directors having at least two-thirds of the voting shares present, as determined by Section 3.7.1; (ii) but, at least two Parties must vote against a matter for the vote to fail; and (iii) for votes to involuntarily terminate a Party under Section 6.2, the Director(s) for the Party subject to involuntary termination may not vote, and the number of Directors constituting two-thirds of all Directors, and the weighted vote of each Party shall be recalculated as if the Party subject to possible termination were not a Party.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) Notwithstanding the foregoing, any Director present at the meeting may demand that a vote under subsections (i) or (ii) be determined on the basis of voting shares and by the affirmative vote of Directors, and if a Director makes such a

demand, then approval shall require both the affirmative vote of at least 75% of Directors present and the affirmative vote of Directors having at least 75% of the voting shares present, as determined by Section 3.7.1, but at least two Parties must vote against a matter for the vote to fail. For purposes of this section, “imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program” does not include any obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Board shall hold at least six regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

- (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or
- (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

3.9.3 Treasurer and Auditor. The San Mateo County Treasurer shall act as the Treasurer for the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

4.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 3.7.3.

4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 6.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 or the date selected by the Agency and ending June 30. The fiscal year may be changed by Board resolution.

5.2 Depository.

5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be approved by the Board in accordance with the Operating Rules and Regulations.

5.3.2 Funding of Initial Costs. The County of San Mateo has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of San Mateo shall be included in the customer charges for electric services as provided by Section 5.3.3 to the extent permitted by law, and the County of San Mateo shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of San Mateo shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of San Mateo shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

ARTICLE 6: WITHDRAWAL AND TERMINATION

6.1 Withdrawal.

6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Board which the Party's Director(s) voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may immediately withdraw its membership in the Authority without any financial obligation, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen days after receiving the report.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of Board members as provided in Section 3.7.5. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote

regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Board of Directors, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties, and the public. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Board members as provided in Section 3.7.5. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing

the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A Definitions

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 3.7.1.

“Authority” means the Peninsula Clean Energy Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.3, 2.4, and 4.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the County and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority’s initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

Approved [insert date]

Exhibit A (cont.)
Definitions

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, any municipality within the County of San Mateo which executes this Agreement.

“Party” means a signatory to this Agreement.

“Total Annual Energy” has the meaning given in Section 3.7.1.

Approved [insert date]

**Exhibit B
List of Parties**

Parties: County of San Mateo

Approved [insert date]

**Exhibits C and D
Annual Energy Use and Voting Shares**

ANNUAL ENERGY USE WITHIN PCE JURISDICTIONS AND VOTING SHARES		
Twelve Months Ended November [date]		
<u>Party</u>	<u>Total kWh</u>	<u>Voting Share</u>
SAN MATEO COUNTY		
Total		100

Approved [insert date]

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE PENINSULA CLEAN ENERGY AUTHORITY WITH THE CITY AS A CHARTER MEMBER AND APPOINTING _____ TO BE THE CITY'S DIRECTOR ON THE BOARD AND _____ TO BE THE CITY'S ALTERNATE DIRECTOR

WHEREAS, the City Council of the City of San Bruno has investigated options to provide electric services to customers within the City, with the intent of achieving greater local control and involvement over the provision of electric services, competitive electric rates, the development of clean, local, renewable energy projects, reduced greenhouse gas emissions, and the wider implementation of energy conservation and efficiency projects and programs; and

WHEREAS, the County of San Mateo has prepared a Feasibility Study for a community choice aggregation ("CCA") program in San Mateo County under the provisions of the Public Utilities Code section 366.2. The Feasibility Study shows that implementing a community choice aggregation program would provide multiple benefits, including:

- a. Providing customers a choice of power providers;
- b. Increasing local control and involvement in and collaboration on energy rates and other energy-related matters;
- c. Providing more stable long-term electric rates that are competitive with those provided by the incumbent utility;
- d. Reducing greenhouse gas emissions arising from electricity use within San Mateo County;
- e. Increasing local renewable generation capacity;
- f. Increasing energy conservation and efficiency projects and programs;
- g. Increasing regional energy self-sufficiency; and
- h. Improving the local economy resulting from the implementation of local renewable and energy conservation and efficiency projects; and

WHEREAS, the City wishes to be a community choice aggregator and has introduced the ordinance required by Public Utilities Code Section 366.2 in order to do so; and

WHEREAS, the County of San Mateo has already become a community choice aggregator and believes that other cities and towns within San Mateo County also wish to be community choice aggregators; and

WHEREAS, pursuant to Section 366.2 two or more entities authorized to be a community choice aggregator, may participate as a group in a community choice aggregation program through a joint powers agency established pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, if each entity adopts the aforementioned ordinance; and

WHEREAS, there has been presented to this City Council for its consideration and acceptance a Joint Powers Agreement, reference to which is hereby made for further particulars, whereby the City of San Bruno shall participate in the creation of the Peninsula Clean Energy Authority ("Authority") with the County and at least one other city and/or towns and become a charter member; and

WHEREAS, the Joint Powers Agreement entered into between the County of San Mateo and the participating cities of the Peninsula will create and form the Peninsula Clean Energy Authority ("Authority"). Under the Joint Powers Agreement, the County and cities and towns within San Mateo County choosing to participate in the CCA program will have membership on the Board of Directors of the Authority as provided in the Joint Powers Agreement if they execute the Agreement and adopt the ordinance required by the Public Utilities Code; and

WHEREAS, the newly created Authority will enter into Agreements with electric power suppliers and other service providers, and based upon those Agreements the Authority will be able to provide power to residents and business at rates that are competitive with those of the incumbent utility ("PG&E"). Once the California Public Utilities Commission approves the implementation plan created by the Authority, the Authority will provide service to customers within the unincorporated area of San Mateo County and within the jurisdiction of those cities who have chosen to participate in the CCA program; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt out of a CCA program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so; and

WHEREAS, this Council has been presented with a form of such Agreement and said Council has examined and approved same as to both form and content and desires to enter into same; and

NOW THEREFORE, IT IS HEREBY RESOLVED THAT the City Council of the City of San Bruno wishes to enter into the Joint Exercise of Powers Agreement with the County and other participating Cities and Towns of the Peninsula to form the Peninsula Clean Power Agency and the Mayor is authorized and directed to execute the Joint Exercise of Powers Agreement, which will establish the Authority with the City as a charter member; and

NOW THEREFORE, LET IT BE FURTHER RESOLVED THAT _____
is appointed to be the City's Director on the Board, _____ is appointed the
City's Alternate Director and the City Manager is authorized to execute any and all other
necessary documents to enter into the Joint Exercise of Powers Agreement to form Peninsula
Clean Energy.

I hereby certify that the foregoing Resolution No. 2016-_____ was introduced and
adopted by the San Bruno City Council at a regular meeting on February 9, 2016 by the
following vote:

AYES:

NOES:

ABSENT:

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SAN BRUNO ADDING NEW CHAPTER 10.29
(MUNICIPAL SERVICES) TO TITLE 10 OF THE SAN BRUNO MUNICIPAL CODE**

* * * * *

**ORDINANCE AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE
AGGREGATION PROGRAM**

The City Council of the City of San Bruno **ORDAINS** as follows:

SECTION 1. FINDINGS. The City Council of the City of San Bruno has investigated options to provide electric services to customers within the City, with the intent of achieving greater local control and involvement over the provision of electric services, competitive electric rates, the development of clean, local, renewable energy projects, reduced greenhouse gas emissions, and the wider implementation of energy conservation and efficiency projects and programs; and hereby finds and declares as follows:

WHEREAS, the County of San Mateo prepared a Feasibility Study for a community choice aggregation ("CCA") program in San Mateo County and in the cities within the County with the cooperation of the cities under the provisions of the Public Utilities Code section 366.2. The Feasibility Study shows that implementing a community choice aggregation program would provide multiple benefits, including:

- Providing customers a choice of power providers;
- Increasing local control and involvement in and collaboration on energy rates and other energy-related matters;
- Providing more stable long-term electric rates that are competitive with those provided by the incumbent utility;
- Reducing greenhouse gas emissions arising from electricity use within San Mateo County;
- Increasing local renewable generation capacity;
- Increasing energy conservation and efficiency projects and programs;
- Increasing regional energy self-sufficiency;
- Improving the local economy resulting from the implementation of local renewable and energy conservation and efficiency projects; and

WHEREAS, the County of San Mateo Board of Supervisors has directed staff to bring for its approval a Joint Powers Agreement creating the Peninsula Clean Energy Authority ("Authority"). Under the Joint Powers Agreements, cities and towns within San Mateo County may participate in the Peninsula Clean Energy CCA program by adopting the resolution and ordinance required by Public Utilities Code section 366.2. Cities and towns choosing to participate in the CCA program will have membership on the Board of Directors of the Authority as provided in the Joint Powers Agreements; and

WHEREAS, the Authority will enter into Agreements with electric power suppliers and other service providers, and based upon those Agreements the Authority will be able to provide power to residents and business at rates that are competitive with those of the incumbent utility ("PG&E"). Once the California Public Utilities Commission approves the implementation plan created by the Authority, the Authority will provide service to customers within the unincorporated area of San Mateo County and within the jurisdiction of those cities who have

chosen to participate in the CCA program; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so; and

WHEREAS, on January 26, 2016, the City Council held a study session to receive a presentation and any public comment about the CCA program, and on February 9, 2016, the City Council held a public hearing at which time interested persons had an opportunity to testify either in support or opposition to implementation of the Peninsula Clean Energy CCA program in the City; and

WHEREAS, this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" as it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a)). Further, the ordinance is exempt from CEQA as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Regs. § 15061(b)(3)). The ordinance is also categorically exempt because it is an action taken by a regulatory agency to assume the maintenance, restoration, enhancement or protection of the environment. (14 Cal. Code Regs. § 15308). The Director of Community Development shall cause a Notice of Exemption to be filed as authorized by CEQA and the CEQA guidelines.

NOW, THEREFORE, LET IT BE RESOLVED the City Council does ordain as follows:

SECTION 1. The above recitations are true and correct and material to this Ordinance.

SECTION 2. New Chapter 10.29 is hereby added to Title 10 of the Municipal Code as follows:

Chapter 10.29
Community Choice Aggregation Program

Section 10.29.010. Community Choice Aggregation Program

There is hereby created in the City a Community Choice Aggregation Program by the City's participation as a group with the County of San Mateo and other cities and towns as described above in the Community Choice Aggregation program of the Peninsula Clean Energy Authority, as generally described in the Joint Powers Agreement.

SECTION 3. This Ordinance shall take effect and be in force 30 days after its adoption, and shall be published and posted as required by law.

ATTEST:

MAYOR:

City Clerk

APPROVED AS TO FORM:

City Attorney

---o0o---

I hereby certify that the foregoing ordinance No. _____ was introduced on _____, 2016 and adopted at a regular meeting of the San Bruno City Council on _____, 2016, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

City Clerk



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: February 9, 2016
TO: Honorable Mayor and Members of the City Council
FROM: Ed Barberini, Chief of Police
SUBJECT: Receive Report on the Automated License Plate Reader Used by the San Bruno Police Department

BACKGROUND:

On July 14, 2015, the Council adopted a resolution authorizing the acceptance and use of a grant funded mobile Automated License Plate Reader (ALPR). This ALPR tool was placed into service the following month (mid-August 2015). The Police Department is prepared to provide a five month progress report on the effectiveness of the ALPR unit.

DISCUSSION:

The ALPR unit employed by the San Bruno Police Department is affixed to a marked patrol vehicle and reads a number of license plates on a daily basis. Each license plate is recorded into the Northern California Regional Intelligence Center (NCRIC) system and will be subsequently purged at the end of a twelve month retention period. It is important to note that only the license plate itself is retained. No information regarding the registered owner of a vehicle is retained. Should an investigator wish to obtain information regarding a registered owner of a vehicle, he/she must have a legal reason to do so (as part of a criminal investigation) and query a separate Department of Motor Vehicles Database.

Since deployed in mid-August the ALPR system has located a total of twenty-eight vehicles that have been entered into a statewide database as stolen. These vehicles include:

- Four occupied stolen vehicles were located by officers and the driver was arrested.
- Fifteen unoccupied stolen vehicles were located by officers and the vehicles returned to their owners.
- The remaining nine notifications were for license plates being reported missing or stolen.

10.a.

In addition to these examples, the data received from our device as well as others within the law enforcement community has resulted in effective and proactive resolution to criminal acts that have occurred within San Bruno. San Bruno Police Detectives use data from various ALPR databases on a weekly basis. The information obtained from these databases has been extremely useful in locating victims, witnesses and suspects. The following are a few examples of cases where the data assisted with an investigation:

- On September 29, 2015, a robbery occurred in the area of Santa Lucia and Linden Avenues. ALPR data was used to identify the suspect's vehicle based on information obtained during the investigation. This information was corroborated by a witness and the suspect was arrested.
- On October 26, 2015 a subject reported his brother, who was suicidal, as a missing person. The reporting party was unable to provide a specific address for his brother. A San Bruno Police Dispatcher was able to obtain a list of vehicles registered to the missing subject. A subsequent ALPR database search was conducted utilizing these license plates. This inquiry led to the discovery of the subject's vehicle parked in Millbrae near the San Bruno Border. The missing person was located and provided with necessary resources.
- On November 17, 2015 while investigating a fraud and burglary at the Tanforan Shopping Center, a San Bruno Police officer confronted suspects who were fleeing from the scene in a vehicle. In doing so, they attempted to strike the officer with their vehicle. The vehicle successfully fled the scene to an unknown location. The license plate from the vehicle was queried through the ALPR database and it was determined that the vehicle frequented an area in San Francisco. The vehicle was later located and a suspect was arrested.
- Of the stolen vehicles recovered by the license plate reader system, the most recent occurred on February 1, 2016. During this incident two subjects were arrested for a number of charges including possession of stolen property, possession of burglary tools, possession of methamphetamine, resisting arrest, and felony probation violation. The fact that those who steal cars are also involved in numerous types of other crimes that impact the quality of life San Bruno residents make the ALPR an extremely valuable resource.

The data collected by the ALPR unit assigned to the San Bruno Police Department is made available to police departments throughout the county and the Bay Area. This data is used regionally on a daily basis to assist with investigations and to locate and recover vehicles that were stolen in San Bruno and driven to other jurisdictions. Additionally, data from within this system is used by law enforcement agencies throughout the county and region to work collaboratively to solve crimes such as burglaries and robberies.

FISCAL IMPACT:

The installation and maintenance of this resource is completely grant funded. There is no fiscal impact to the City of San Bruno.

ALTERNATIVES:

None. This report is submitted for informational purposes only.

RECOMMENDATION:

Receive report on the automated license plate reader used by the San Bruno Police Department

ATTACHMENTS:

None

DATE PREPARED:

February 2, 2016

REVIEWED BY:

_____ CM

_____ ACM



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: February 9, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Dave Downing, Fire Chief
Jim Burch, Public Services Deputy Director

SUBJECT: Adopt Resolution Authorizing the Purchase of One Ford Explorer Fire Chief Vehicle from Bill Knight Ford of Tulsa, Oklahoma in the Amount of \$30,000 and Appropriating \$30,000 from the General Fund

BACKGROUND:

From 2005 to 2015, the City of San Bruno shared fire service administration with the City of Millbrae which resulted in the departments sharing both personnel and equipment under the terms of a shared services agreement. During this time, the two cities shared the use of a Fire Chief/Deputy Chief vehicle owned by the City of Millbrae. Subsequently, Millbrae began contractual fire services with the Central County Fire Department (CCFD) on December 29, 2014 and transferred all fire vehicles to the CCFD fleet. Based on the CCFD Fire Board decision to cease consolidated fire services with the City of San Bruno, the shared fire services with Millbrae and CCFD ended December 31, 2015. As San Bruno transitions to a stand-alone department, it will no longer rely on shared equipment and vehicles. Currently the Acting Fire Chief is using either the Fire Inspector's vehicle or the back-up Command vehicle.

The Fire Chief requires a dedicated vehicle for everyday use to respond during an emergency in the City and County. The new vehicle will be equipped with emergency radios, equipment and Code 3 response capability (scaled down lights and siren package) so that the Fire Chief can respond expediently to emergencies from the fire station or from home.

DISCUSSION:

The purchase of a Fire Chief vehicle was not anticipated and therefore not included in the 2015-16 Equipment Operating Budget since the termination of the shared services was decided after the budget approval. The Fire Department is continuing to review operational requirements as a stand-alone Fire Department. Additional resources, if any, will be included as part of the upcoming 2016-17 Proposed Operating Budget.

To acquire a suitable vehicle for the Fire Chief's use, and in compliance with the State Contract Code and the City's purchasing regulations, the City worked with a national government purchasing cooperative, Houston-Galveston Area Council (HGAC), a political

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subdivision of the State of Texas. Vendors participating with HGAC are screened and pre-approved after completing a competitive bid process for a set price available to all members of the cooperative. Participating cities then coordinate directly with HGAC and the vendor to select the appropriate vehicles and equipment. Many cities across the country participate with HGAC, with over 200 in California, including Daly City, South San Francisco, Foster City, Hillsborough, and San Mateo.

Public Services and Fire Department staff reviewed and selected a dealership from the pre-approved list based on the lowest price, availability, and ability to provide all specifications. Bill Knight Ford of Tulsa, Oklahoma has satisfactorily provided similar vehicles to various municipalities across the country and in California. The 2016 Ford Explorer/Police Interceptor Sports Utility Vehicle will be shipped to a local San Mateo County Ford dealership for pickup and delivery.

ALTERNATIVES:

1. Delay acquisition of this vehicle to the 2016-17 budget and continue sharing the vehicle assigned to Fire Prevention or using the backup Command vehicle.

FISCAL IMPACT:

The cost of the Ford Explorer/Police Interceptor Sports Utility Vehicle is \$25,993 with an additional \$4,007 for installation of specialized safety and security equipment which includes light bars, sirens, and communication systems for a total purchase amount of \$30,000. The 2015-16 Vehicle Equipment Budget did not include this vehicle, therefore an appropriation of \$30,000 from the General Fund is requested.

RECOMMENDATION:

Adopt resolution authorizing the purchase of one Ford Explorer Fire Chief Vehicle from Bill Knight Ford of Tulsa, Oklahoma in the amount of \$30,000 and appropriating \$30,000 from the General Fund.

ATTACHMENTS:

1. Resolution

REVIEWED BY:

_____ CM

RESOLUTION NO. 2016- ____

**RESOLUTION AUTHORIZING THE PURCHASE OF
ONE FORD EXPLORER FIRE CHIEF VEHICLE FROM
BILL KNIGHT FORD OF TULSA, OKLAHOMA IN THE AMOUNT OF \$30,000 AND
APPROPRIATING \$30,000 FROM THE GENERAL FUND**

WHEREAS, from 2005 to 2015, the City of San Bruno has shared fire service administration with the City of Millbrae, including shared use of a Fire Chief / Deputy Chief vehicle owned by the City of Millbrae; and

WHEREAS, Millbrae began contractual fire services with the Central County Fire Department (CCFD) on December 29, 2014, and transferred all fire vehicles to the CCFD fleet; and

WHEREAS, based on the CCFD Fire Board decision to cease consolidated fire services with the City of San Bruno, shared fire services with CCFD ended on December 31, 2015, and as a result, San Bruno no longer shares a Fire Chief Vehicle with CCFD as of January 1, 2016; and

WHEREAS, the Fire Chief has previously been assigned a vehicle for everyday use for attending meetings throughout the city and county, and will be equipped with emergency radios, equipment and Code 3 response capability (scaled down lights and siren package) so that the Fire Chief can respond expediently to emergencies from the fire station or from home; and

WHEREAS, this vehicle was not included in the 2015-16 Operating Equipment Budget, the purchase amount of \$30,000 needs to be appropriated from the General Fund; and

WHEREAS, in compliance with the State Contract Code and the City's local purchasing regulations, staff worked with Houston-Galveston Area Council (HGAC), a national purchasing cooperative and a political subdivision of the State of Texas. This cooperative operates similar to other regional government purchasing cooperatives across the country. Vendors are screened and pre-approved after completing a competitive bid process for a set price available to all members of the cooperative. Participating cities then coordinate directly with HGAC and the vendor to select the appropriate equipment; and

WHEREAS, Bill Knight Ford of Tulsa, Oklahoma was selected based on the lowest price, availability, and ability to provide all specifications, having satisfactorily provided similar vehicles to municipalities across the country and in California; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the purchase of one Ford Explorer from Bill Knight Ford of Tulsa, Oklahoma of \$25,993 with an additional \$4,007 for installation of specialized safety and security equipment which includes light bars, sirens, and communication systems, for a total amount of \$30,000; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes appropriation of \$30,000 from the General Fund for purchase of the Fire Command Vehicle as the 2015-16 Equipment Budget did not include this vehicle.

Dated: February 9, 2016

ATTEST:

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 9th day of February 2016 by the following vote:

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



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: February 9, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Harry Burrowes, Project Manager – Crestmoor Reconstruction Project

SUBJECT: Adopt Resolution Approving a Contract with Pacific Gas & Electric (PG&E) in the Amount of \$37,109 for Engineering, Tie-in and Meters, and Inspection Fees Related to the Streetlight Loop Conversion in the Crestmoor Neighborhood

BACKGROUND:

The repair and replacement of the streetlight system is a part of the reconstruction of the Crestmoor Neighborhood as a result of the PG&E gas pipeline explosion and fire. The existing streetlight system within the Crestmoor neighborhood includes two Regulated Output (RO) circuits that are subject to frequent outages and ongoing maintenance. The City Council previously authorized staff to contract with the firm of Power Systems Design (PSD) to provide electrical engineering and streetlight design services. PSD's design identified new electrical service connection points for the replacement circuitry. The new circuit design requires tie-ins and meters to be installed by PG&E. PG&E has estimated the costs of the tie-ins, and associated engineering and inspection fees and has prepared a contract to perform this work.

DISCUSSION:

As part of the upcoming Phase IV Surface Improvements project for the Crestmoor neighborhood reconstruction, the streetlight system is currently designed to be replaced with new decorative LED "post top" streetlights and the existing RO circuits will be replaced with new direct circuitry. These new decorative streetlights will be approximately 16' in height and will replace the existing 25' tall "cobra head" style lights. The new streetlights will match the look of those that are currently in place along San Mateo Avenue in downtown San Bruno; however, the wattage of the lamps will be lower to more appropriately serve a residential neighborhood.

The new streetlights will provide an aesthetic enhancement to the neighborhood and most of the resident feedback received to date has been positive. Due to the shorter height of the lights (16' vs. 25'), the spacing of the lights needs to be lessened to provide an adequate and safe level of street lighting. The existing streetlights are spaced approximately 240' apart. The new streetlights are designed at an average spacing of about 120' apart. PSD has completed multiple photometric analyses as part of the system redesign. The design of public street lighting is guided by the American National Standard Practice for Streetlight Design and relies upon criteria established by both Illuminating Society of North America (IESNA) and the International Commission on Illumination (CIE). It is the designer's

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obligation to provide a street light system that prioritizes the safety of the public (vehicular and pedestrian) using the street.

Wherever possible, the existing streetlight locations have been maintained and new lights are added at the midpoint between these to achieve the new level of lighting desired with the post top lights. This was done to avoid having all new street light locations within the neighborhood. Some residents have expressed a desire to have the new streetlight in the same locations (in front of their homes) for safety and security reasons. However this results in many locations (midpoint between the existing cobra head locations) that are now new, where none existed before. City staff has spent considerable time and effort performing public outreach, coordination, and meeting with affected property owners. In some instances, minor adjustments have been made to streetlight locations to avoid conflicts and/or reduce obstructions. This has mostly been done in the cul-de-sac locations where spacing is less than 120' and the locations are less critical. For streetlights located on long linear stretches of roadway, an adjustment in location has a cascading effect that ripples down the length of the street and requires multiple location adjustments. Regardless of the location of the streetlight along the length of the street, all lights are located within the 4.5'–5.5' area of public right of way behind the back of sidewalk and the owner's property line.

Two homeowners have raised objections to the new lights. At these locations there will be a new pole where one does not now exist. Staff has worked with PSD to find viable relocation options and discussed potential solutions with the affected homeowners including the addition of shielding to minimize light trespass to the homes. Unfortunately, moving the poles at these locations has the cascading impact described above and elimination of the lights is not recommended by PSD for public safety reasons.

The upcoming Phase IV Surface Restoration Project in the neighborhood is planned to have both the decorative streetlights alternative as well as a bid alternative to replace the existing cobra lights and poles with new poles and LED lamps. Should the costs for the decorative poles be prohibitive, the replacement cobra head option may be considered. Both alternatives will replace with old RO circuits with new reliable direct circuitry.

The contract with PG&E includes engineering, administrative, tie-in and meters, inspection and tariffs required for the City to replace the existing RO circuits. Staff and PSD have reviewed the contract and the costs have been deemed to be reasonable and consistent with work of this nature.

FISCAL IMPACT:

The total cost of the contract with PG&E to provide the required services for the RO replacement within the Crestmoor Neighborhood is \$37,109. The costs of this contract and the associated construction work are being covered through the Trust Fund established by the City and funded by PG&E for work to rebuild the Crestmoor Neighborhood.

ALTERNATIVES:

1. Do not enter the current contract with PG&E. Do not replace the existing Regulated Output (RO) circuits and just retrofit the existing streetlights with LED lamp fixtures.

RECOMMENDATION:

Adopt Resolution Approving a Contract with Pacific Gas & Electric (PG&E) in the Amount of \$37,109 for Engineering, Tie-in and Meters, and Inspection Fees Related to the Streetlight Loop Conversion in the Crestmoor Neighborhood

ATTACHMENTS:

1. Resolution

DISTRIBUTION:

None

DATE PREPARED:

February 1, 2016

REVIEWED BY:

_____ CM

RESOLUTION NO. 2016 - ____

RESOLUTION APPROVING A CONTRACT WITH PACIFIC GAS & ELECTRIC (PG&E) IN THE AMOUNT OF \$37,109 FOR ENGINEERING, TIE-IN AND METERS, AND INSPECTION FEES RELATED TO THE STREETLIGHT LOOP CONVERSION IN THE CRESTMOOR NEIGHBORHOOD

WHEREAS, the City Council previously authorized the repair, replacement, and reconstruction of certain infrastructure within the Crestmoor (Glenview) Neighborhood that was damaged as a result of the September 2010 PG&E gas pipeline explosion and fire; and

WHEREAS, the repair and replacement of the streetlight system is a part of the necessary reconstruction of infrastructure within the Crestmoor Neighborhood; and

WHEREAS, the reconstructed streetlight system includes the replacement of unreliable regulated output (RO) circuits with new direct circuitry; and

WHEREAS, the new circuit design and installation requires design review, installation of new tie-ins and meters, and inspection by PG&E; and

WHEREAS, has provided a cost proposal and contract to perform this work in the amount of \$37,109; and

WHEREAS, City staff and consultants have reviewed the proposal from PG&E and deemed the costs to be customary and reasonable; and

WHEREAS, the costs of this contract are being paid by the Trust Fund established by the City and funded by PG&E for work to rebuild the Crestmoor Neighborhood; and

NOW, THEREFORE, BE IT RESOLVED that the City Council Approves a Contract with Pacific Gas & Electric (PG&E) in the Amount of \$37,109 for Engineering, Tie-in and Meters, and Inspection Fees Related to the Streetlight Loop Conversion in the Crestmoor Neighborhood.

Dated: February 9, 2016

ATTEST:

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 9th day of February 2016 by the following vote:

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



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: February 9, 2016

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Adopt Resolution Approving the Installation of Pedestrian Safety Improvements at the Cherry Avenue / Grundy Lane Intersection

BACKGROUND:

The intersection of Cherry Avenue with Grundy Lane is located at the Bayhill Business Park. It is the primary intersection used by Google/YouTube (Google) employees between the buildings occupied by Google at 901, 900 and 1000 Cherry Avenue. The two buildings at 900 and 901 Cherry currently house 1,200 Google employees and Google is completing tenant improvements at 1000 Cherry Avenue. Google anticipates this building to be occupied by an additional 900 employees within the next 2-3 months. The locations of the office buildings are shown in Attachment 2. The employees at Google will be traveling between all three buildings during work hours and the intersection of Cherry Avenue and Grundy Lane will experience large volume of pedestrian trips per day. In addition to the use by Google's employees, the intersection also functions as a pedestrian path for San Bruno residents traveling between Peninsula Place Condominiums and Commodore Park to the Bayhill Shopping Center.

Given the heavy use of this intersection by Google employees, Google representatives have identified safety concerns regarding the intersection and expressed an interest to City staff in improving the pedestrian crossing at this intersection. The existing pedestrian midblock crosswalk on Cherry Avenue is approximately 80-foot wide across the roadway and is uncontrolled. Cherry Avenue has a speed limit of 35 MPH with two lanes of travel in either direction along the roadway and is divided by a landscaped median. Google is interested in enhancing pedestrian safety by performing City approved improvements prior to the opening of 1000 Cherry Avenue building.

DISCUSSION:

In early December 2015, Google representatives submitted conceptual design plans (Attachment 3) for review by the Public Services Department. Public Services staff reviewed the conceptual design plans from Google which consisted of adding an enhanced crosswalk at the southern leg of the intersection, enhancing the crosswalk at the existing northern and eastern crosswalks, installing rapid rectangular flashing beacons (RRFB) at the crossings across Cherry Avenue, adding high visibility striping, installing pedestrian warning signage, installing accessible curb ramps, and adding new street lighting.

Public Services staff evaluated Google's draft design and provided additional recommendations. Since the proposed southern crosswalk which is less than 50 feet away

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from the existing northern crosswalk will likely be servicing a majority of the pedestrian volume, staff recommended the removal of the northern crosswalk and installing the RRFB at the proposed southern crosswalk instead. In addition, staff recommended that the crosswalk across Grundy Lane is not required due to the existing stop control.

Public Services staff's recommendations were incorporated into a revised conceptual design plan (Attachment 4) and presented on January 6, 2016 to the Traffic Safety and Parking Committee (TSPC). The TSPC recommended to proceed with the safety improvements but suggested to keep the existing northern crosswalk so that pedestrians could choose where they would like to cross. In addition, the TSPC members discussed the installation of a physical median barrier across the span of Cherry Avenue to prevent illegal midblock crossings. The TSPC's recommendation for installing a median barrier was based on observations by the San Bruno Police Department that pedestrians are frequently crossing midblock on Cherry Avenue between Grundy Lane and Bayhill Drive. San Bruno Police Department staff has observed over 40 pedestrian violations for illegal midblock crossings on a single day.

Google representatives approached Public Services staff in late 2015 to determine the procedure and timeframe associated with installing pedestrian safety improvements within the City's right of way. Google has requested a faster timeframe for the pedestrian improvements. Public Services staff suggested that the design would need to be reviewed for compliance with City standards prior to approval and issuance of an encroachment permit and that Google could perform the installation. Google indicated that they would proceed with staff's suggestion and that the pedestrian safety improvements at the intersection of Cherry Avenue and Grundy Lane would be designed and installed by Google at no cost to the City. Maintenance of these improvements would be the City's responsibility after a one year warranty period. Google is requesting the City's approval to proceed with the pedestrian safety improvements as recommended by the TSPC, without the physical median barrier (Attachment 5). Google has indicated that they would be willing to discuss the installation of the barrier at a later date if both the City and Google have consensus on the type of barrier to be installed on the median.

FISCAL IMPACT:

The fiscal impact of this project for the City is limited to staff-time for review of the design submittals. Google will pay for all the cost associated with construction of the improvements and City's inspection costs.

ALTERNATIVES:

1. Provide Google with the City's approval to proceed with the installation of pedestrian safety improvements and disregard the installation of a physical median barrier.
2. Delay the installation of pedestrian safety improvements until after consensus has been reached between the City and Google on the type of barrier to be installed.
3. Do not allow Google to install pedestrian safety improvements in the public right of way.
4. Provide alternative direction to staff regarding the installation of pedestrian safety improvements at the intersection of Cherry Avenue / Grundy Lane.

RECOMMENDATION:

Adopt resolution approving the installation of pedestrian safety improvements at the Cherry Avenue / Grundy Lane Intersection.

ATTACHMENTS:

1. Attachment 1 - Resolution
2. Attachment 2- Location Map
3. Attachment 3 – Initial Proposed Improvements
4. Attachment 4 – Revised Proposed Improvements
5. Attachment 5 – TSPC Recommended Improvements (Excluding Median Barrier)

REVIEWED BY:

_____ CM

RESOLUTION NO. 2016 - ____

RESOLUTION APPROVING THE INSTALLATION OF PEDESTRIAN SAFETY IMPROVEMENTS AT THE CHERRY AVENUE / GRUNDY LANE INTERSECTION

WHEREAS, pursuant to Title VII, Section 7.08.050, of the San Bruno Municipal Code, any action of the City Council following a recommendation from the Department of Public Services and the Traffic Safety and Parking Committee (TSPC) shall be taken by resolution; and

WHEREAS, the intersection of Cherry Avenue and Grundy Lane experiences a large volume of pedestrian trips per day; and

WHEREAS, Google representatives have expressed an interest to City staff in improving the pedestrian crossing at this intersection; and

WHEREAS, conceptual design plans have been submitted to City staff and TSPC review by Google; and

WHEREAS, Google is requesting City's approval to proceed with the pedestrian safety improvements as recommended by TSPC without the physical median barrier until consensus on the type of barrier to be installed in the median is further evaluated at a later date; and

WHEREAS, Google will pay for all costs associated with construction of the improvements and the City's inspection costs; and

WHEREAS, maintenance of these improvements would be the City's responsibility after a one year warranty period; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopt a resolution approving the installation of pedestrian safety improvements at the intersection of Cherry Avenue / Grundy Lane.

Dated: February 9, 2016

ATTEST:

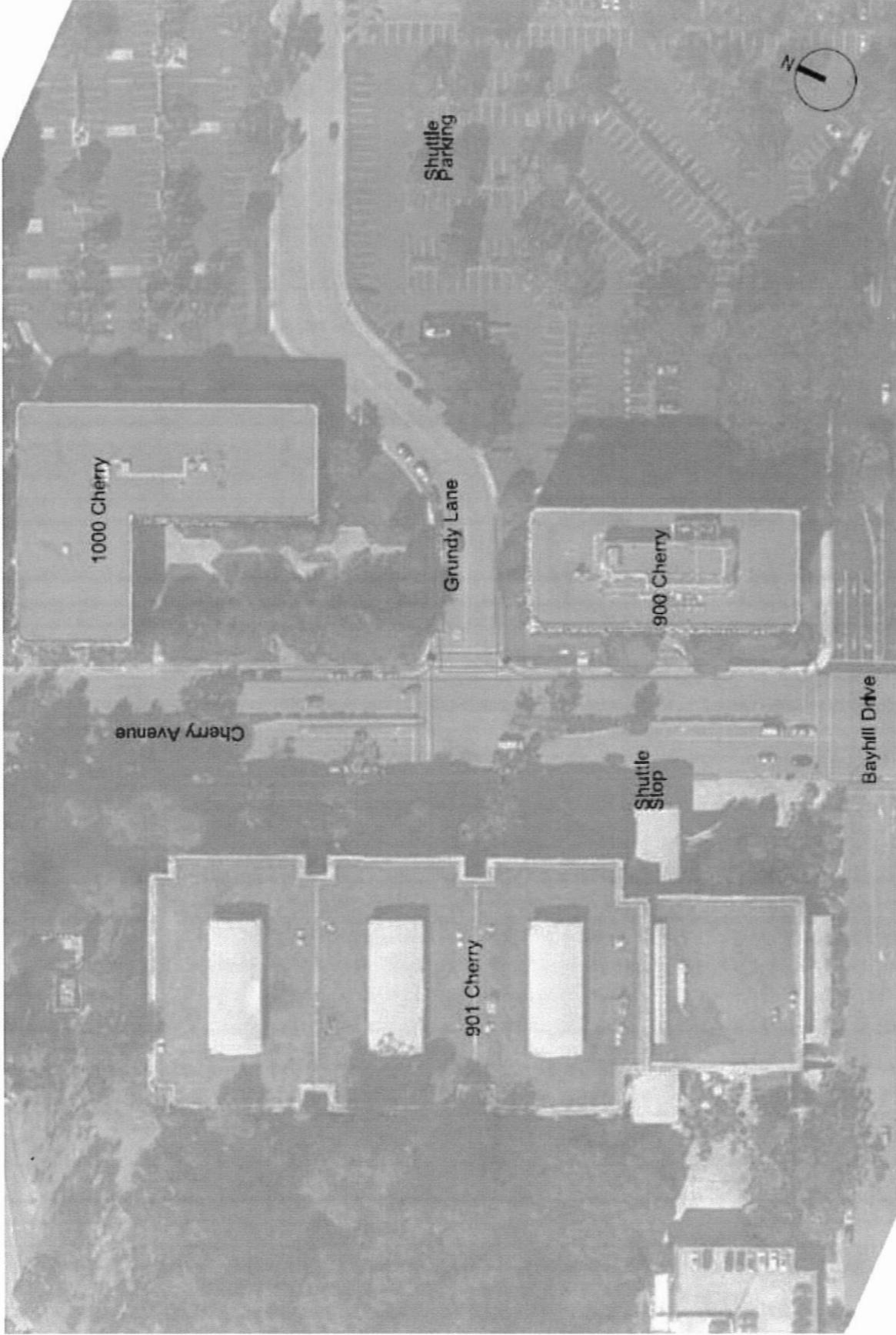
Carol Bonner, City Clerk

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 9th day of February 2016 by the following vote:

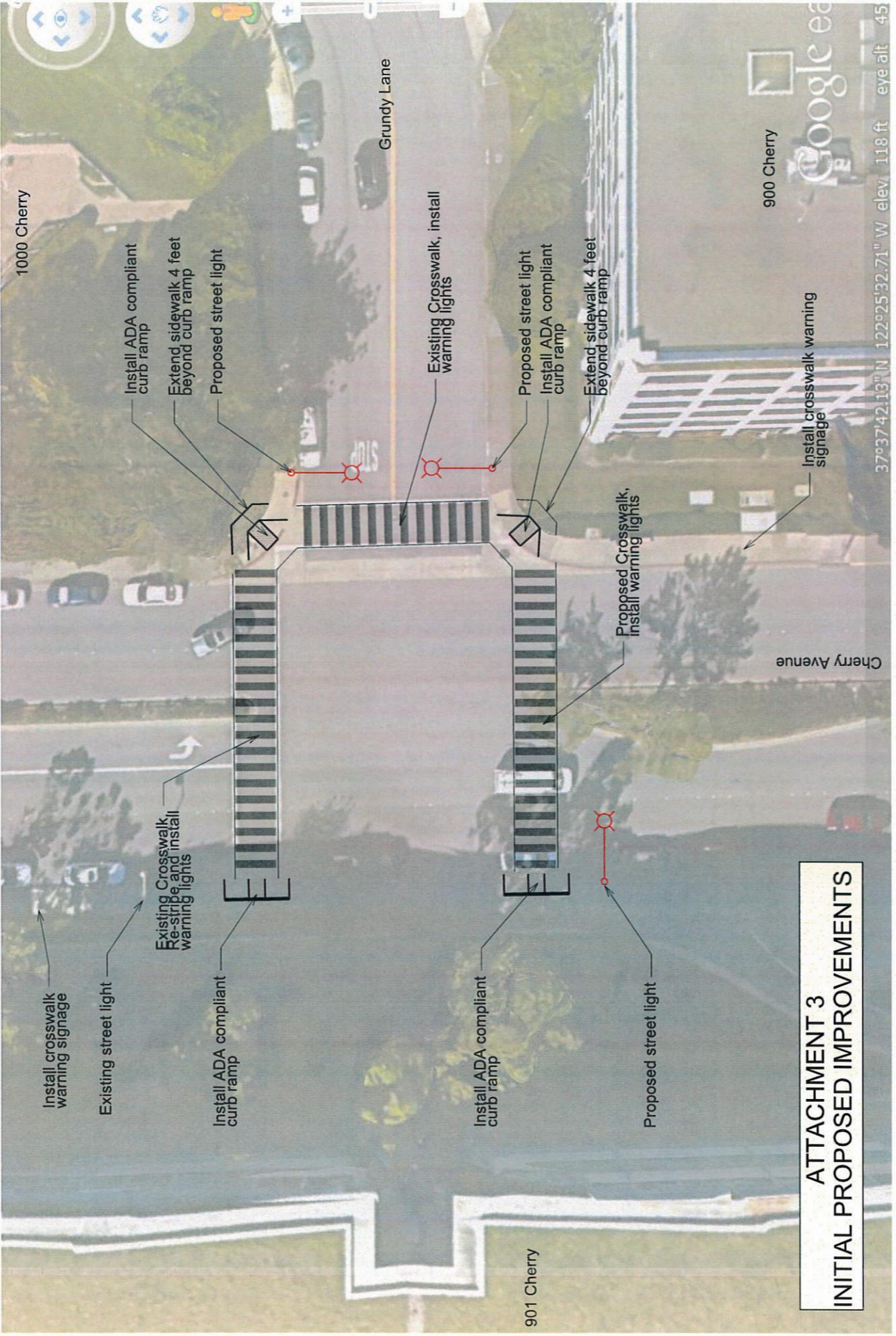
AYES: Councilmembers: _____

NOES: Councilmembers _____

ABSENT: Councilmembers: _____



ATTACHMENT 2 — LOCATION MAP



1000 Cherry

Grundy Lane

900 Cherry

Cherry Avenue

901 Cherry

**ATTACHMENT 3
INITIAL PROPOSED IMPROVEMENTS**

Install ADA compliant curb ramp

Extend sidewalk 4 feet beyond curb ramp

Proposed street light

Existing Crosswalk, install warning lights

Proposed street light

Proposed ADA compliant curb ramp

Extend sidewalk 4 feet beyond curb ramp

Install crosswalk warning signage

Install crosswalk warning signage

Existing street light

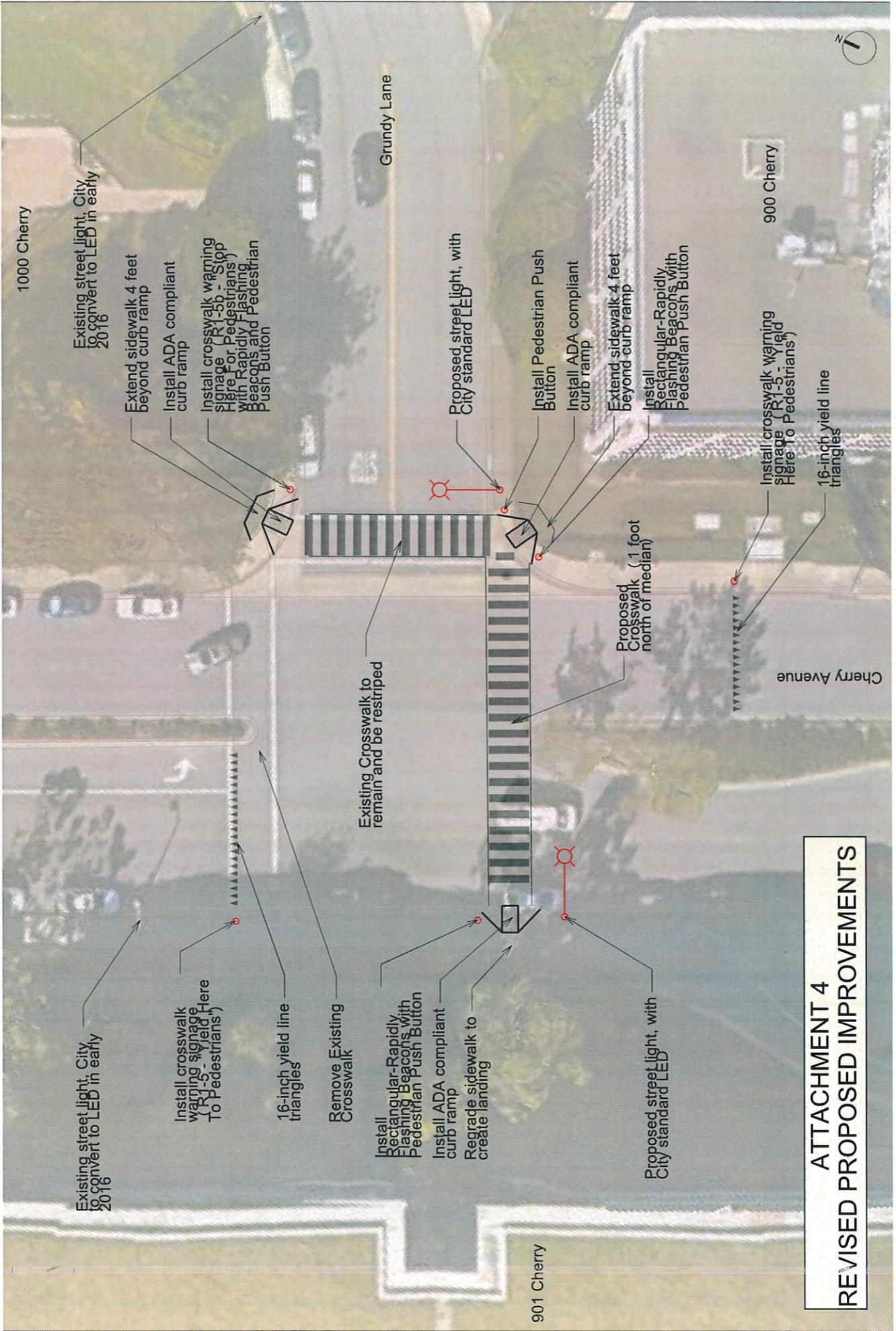
Existing Crosswalk Re-striping and install warning lights

Install ADA compliant curb ramp

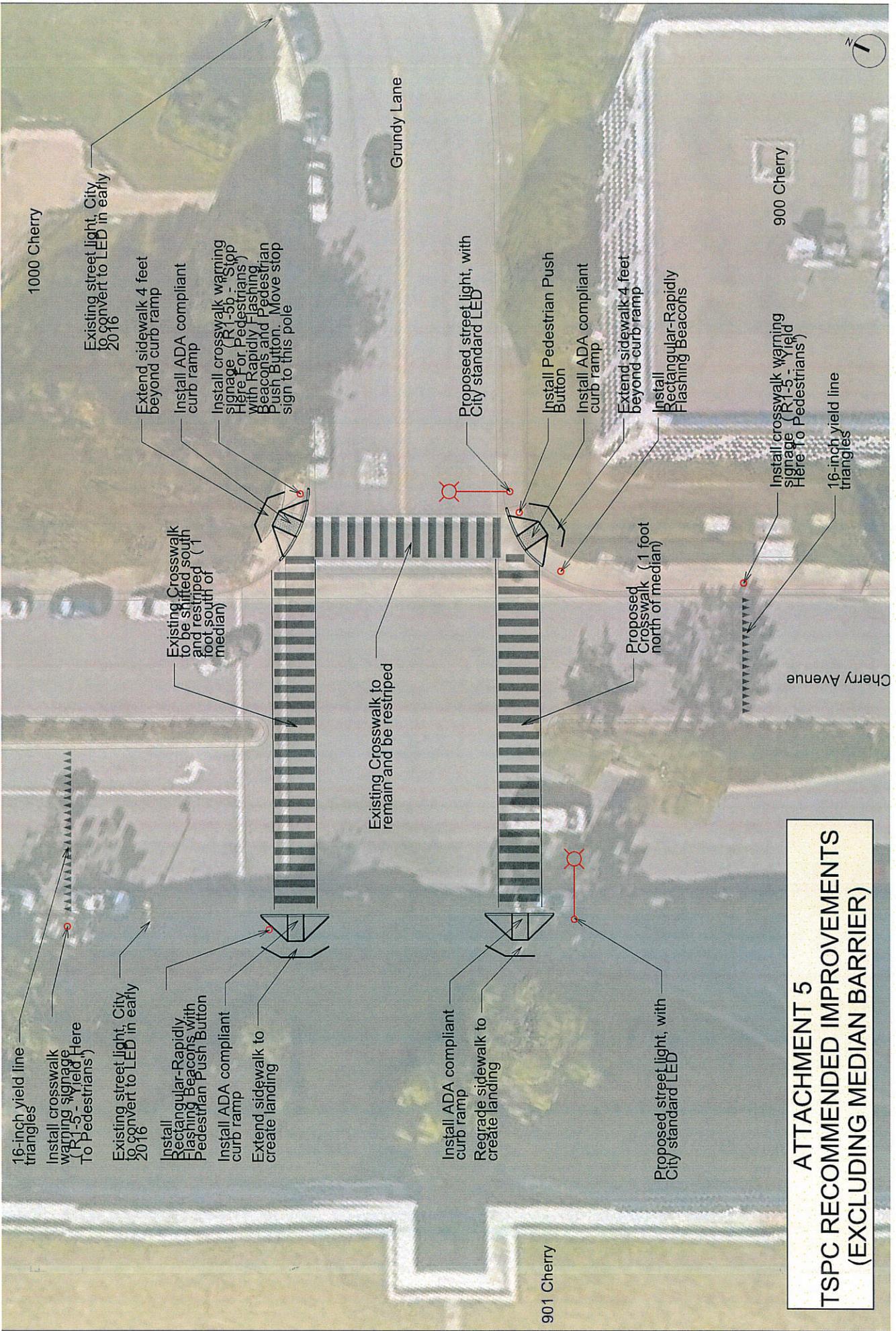
Install ADA compliant curb ramp

Proposed street light

Proposed Crosswalk, install warning lights



**ATTACHMENT 4
REVISED PROPOSED IMPROVEMENTS**



**ATTACHMENT 5
TSPC RECOMMENDED IMPROVEMENTS
(EXCLUDING MEDIAN BARRIER)**