



"The City With a Heart"

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

CITY COUNCIL SPECIAL MEETING – CLOSED SESSION AGENDA

January 8, 2013

6:00 p.m.

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

1. CALL TO ORDER:

2. ROLL CALL:

3. CONDUCT OF BUSINESS:

- a. 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.
- b. Conference with Legal Counsel: Existing Litigation pursuant to Government Code
Section 54956.9(a)

Names of cases:

California Public Utilities Commission Order Instituting Investigation Matters:

I.12-01-007

I.11-02-016

I.11-11-009

California Public Utilities Commission Rulemaking Matter:

R.11-02-019

4. **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.

5. **ADJOURNMENT:**

The next Regular City Council Meeting will be held on January 8, 2013, at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road.



"The City With a Heart"

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AGENDA
SAN BRUNO CITY COUNCIL

January 8, 2013

7:00 p.m.

Meeting Location: 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.

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

1. **CALL TO ORDER:**
2. **ROLL CALL/PLEDGE OF ALLEGIANCE:**
3. **ANNOUNCEMENTS:**
4. **PRESENTATIONS:**
Receive Update from the San Mateo County Mosquito & Vector Control District.
5. **REVIEW OF AGENDA:**
6. **APPROVAL OF MINUTES:** Regular City Council Meetings of November 27 and December 11, 2012.
7. **CONSENT CALENDAR:** All items are considered routine or implement an earlier Council action and may be enacted by one motion; there will be no separate discussion unless requested by a Councilmember, citizen or staff.
 - a. **Approve:** Accounts Payable of December 10 and 17, 2012.
 - b. **Approve:** Successor Agency Accounts Payable of December 17, 2012
 - c. **Approve:** Payroll of December 16, 2012.
 - d. **Adopt:** Resolution Approving the Submittal of a Proposal to San Mateo County Area Agency on Aging for Older Americans Act Funding of Senior Center Programs for Fiscal Years 2013 - 2015.
8. **PUBLIC HEARINGS:**
Hold Public Hearing, Waive First Reading and Introduce an Ordinance of the City of San Bruno Adding Chapter 10.25 (Reusable Bag Ordinance to Regulate the Distribution of Single-Use Carryout Bags by Retail Establishments) to Title 10 (Municipal Services) of the San Bruno Municipal Code.

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. Adopt Resolution Acknowledging Participation in the San Mateo County Sub-region for the Regional Housing Needs Allocation Process (RHNA) and Acceptance of the Assigned Housing Share.
- b. Receive Report and Provide Direction to Staff on the Civic Center Painting Project.
- c. Adopt Resolution Authorizing the City Manager to Execute a Consultant Engineering Services Contract with West Yost Associates to Provide Engineering Services for Pressure Regulating Stations on SFPUC Service Connections Project in an Amount Not-to-Exceed \$120,860.
- d. Adopt Resolution Authorizing the City Manager to Amend the Contract with Parsons Brinckerhoff for Construction Management Services for the San Bruno Grade Separation Project in an Amount Not to Exceed \$75,000 for a Total Contract Amount Not-to-Exceed \$402,000.
- e. Receive Report and Provide Direction to Staff Regarding the Olympic Wastewater Pump Station Rehabilitation and Force Main Replacement Project.

11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:

12. COMMENTS FROM COUNCIL MEMBERS:

13. CLOSED SESSION: None

14. ADJOURNMENT:

The next regular City Council Meeting will be held on January 22, 2013 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.



"The City With a Heart"

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

MINUTES SAN BRUNO CITY COUNCIL

NOVEMBER 27, 2012

7:00 p.m.

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

1. CALL TO ORDER: THIS IS TO CERTIFY THAT the San Bruno City Council met on November 27, 2012 at the San Bruno Senior Center, 1555 Crystal Springs Rd., San Bruno, CA. The meeting was called to order at 7:00 p.m.

Mayor Ruane thanked the San Bruno Garden Club for the beautiful floral arrangement.

2. ROLL CALL/PLEDGE OF ALLEGIANCE: Presiding was Mayor Ruane, Vice Mayor Ibarra, Council Members Medina, O'Connell and Salazar. Recording by Clerk Bonner. **Human Resources Director Yuki** led the Pledge of Allegiance.

3. ANNOUNCEMENTS:

Mayor Ruane announced there would not be a City Council Meeting on the Fourth Tuesday in December. The only Regular City Council Meeting in December will be held on December 11, 2012.

4. PRESENTATIONS: None.

5. REVIEW OF AGENDA: None.

6. APPROVAL OF MINUTES: Special City Council Meeting of October 3 and November 15, 2012. **City Clerk Bonner** said there were some minor changes to the minutes of October 3 that did not change the context. **M/S Medina/Ibarra** to approve the minutes and passed with all ayes.

7. CONSENT CALENDAR:

a. **Approve:** Accounts Payable of November 13, 2012.

b. **Approve:** Payroll of October 21, 2012.

c. **Accept:** Reconciliation of General Ledger to Bank Reports and the Investment Reports Dated October 31, 2012.

d. **Adopt:** Resolution Accepting the On-Call Concrete Repair and Replacement Contract as Complete and Authorizing Release of the Contract Retention.

e. **Adopt:** Resolution Amending the City Classification Plan by Adopting Position Descriptions for CATV Business Manager, CATV System Engineer, CATV Programming Manager, Field Supervisor - CATV, Cable Technician I/II/III, and Lead CATV Customer Service Representative, and Warehouse Clerk Positions.

Vice Mayor Ibarra asked Item 7.d be pulled.

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

Vice Mayor questioned the numbers on Item 7.d. and said the contingency was exceeded; even though the contractor came in lower than the bid.

Councilmember Medina asked for an explanation of the change order for \$23,000.

Public Services Director Fabry said the budget was for construction. She said the design; construction management and inspection are not typically included. The \$23,000 construction change order was issued for two residents in the Crestmoor neighborhood who had to move in to their homes prior to the development and implementation of the sidewalk.

M/S Ibarra/O'Connell to approve Item 7.d. and passed with all ayes.

8. **PUBLIC HEARINGS:** None.

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

John Barrilier, N. San Anselmo talked about fire fighters shopping on City time.

10. **CONDUCT OF BUSINESS:**

a. Appoint Applicants to Fill Vacancies on Commissions, Boards & Committees.

M/S O'Connell/Medina motioned to reappoint all members whose terms expired, as well as Jeffrey Tong and passed with all ayes.

Councilmember O'Connell nominated Matthew Sum to the Citizens Crime Prevention Committee and passed with four ayes.

Councilmember Salazar nominated Tim Ross to the Citizens Crime Prevention Committee and passed with one aye.

Councilmember Medina nominated Colleen Geracimos to the Citizens Crime Prevention Committee and passed with all ayes.

Councilmember Medina nominated Tim Ross to the Traffic and Safety Committee and passed with all ayes.

b. Receive Alternatives and Provide Direction to Staff Regarding the Citywide Current Street Sweeping Program and Related Parking Restrictions.

Human Resources Director Yuki gave an overview of the staff report. **Public Services Director Fabry** gave a more detailed report on the alternatives (four options presented to the Subcommittee) and asked for questions.

Councilmember O'Connell asked if there was a reason Options 3 and 4 couldn't be used? **Fabry** said when the alternatives were discussed by the subcommittee, a phased in approach can be used. She said right now Option 4 can be implemented and Option 3 can be implemented after public outreach and maybe pilot projects.

Vice Mayor Ibarra added we are clear there is a concern we make sure we clean the streets in the flat areas and if there are no parking restrictions the street sweeper will basically just clean the middle of the street. He said there has always been a concern that the west side does not have parking restrictions and now that this has been looked at, it is justified it is needed. He said there needs to be a lot of public outreach, a look at the timeline and how it will be budgeted.

Sara Glascock, N. San Anselmo questioned the 72 hour rule, city-wide, regarding parking on the east side of El Camino vs. the west side of El Camino. She liked Options 3 and 4.

Mayor Ruane said there are two situations here, one is street sweeping, the other is the 72-hour parking restriction that does exist. He said unfortunately it is an enforcement issue.

City Manager Jackson said the 72-hour ordinance is in effect and is enforced equitably citywide. Unfortunately, there are a number of incidents where the Police Department is chasing those violations because the City is required to post a notice in advance of towing the vehicle. The only difference between the west and east side of San Bruno in reference to parking vehicles is the parking restriction related to street sweeping. In those street sweeping restricted areas on the eastside of town, there is a limiting feature to the 72-hour ordinance.

Councilmember Medina said living on the east side, he is aware of the parking restrictions. He felt Option 4 would give them an extra hour and benefit them. He believed the rules developed 30 years ago were to keep the streets clean and keep the vegetation out of the sewers to avoid flooding and a clear street gets to be a clean street. He said Option 3 needs to be communicated.

Vice Mayor Ibarra said on Option 4 it means the commercial and industrial areas will be swept every week instead of twice a month.

Councilmember Salazar asked when the subcommittee met was there discussion that the streets are cleared during working hours 9 to 5?

Councilmember Medina said, based on his street, he believed eight o'clock is a mad dash for residents, whereas having the extra hour they have a grace period.

M/S Ibarra/Medina for Option 4, modify the street sweeping program to enhance the route schedules, cleaning frequency, and sweeping times and passed with all ayes.

Councilmember O'Connell asked that street sweeping for the West side be looked at when the next budget sessions are planned.

Mayor Ruane asked how long it would take to implement? **Public Services Director Fabry** said about two months.

c. Adopt Resolution Accepting the San Bruno Grade Separation Archway Design Concept.

City Manager Jackson gave opening remarks. **Frank Fuller of the Field Paoli Design Team** Briefly gave an outline of the concept design for the Archway Design.

Mark Simon of the JPB said the preliminary cost estimate would be somewhere in the vicinity of a million dollars for materials and construction of the archway, which does not include the work done to date.

Councilmember Medina asked about the timeline?

Simon said there is additional time because the changes are not directly on the structure. He said there are details and issues that need to be negotiated with City staff.

Councilmember O'Connell thanked Simon for the efforts his team put together in bringing back a different concept.

Vice Mayor Ibarra thanked the design and advisory team and said this is an investment we need to make. He also commented on the appearance of the W and said maybe it needed to be tweaked.

Vice Mayor Ibarra introduced the resolution for adoption and passed with a unanimous vote.

c. Adopt Resolution Authorizing the City Manager to Execute a Contract with West Yost Associates to Provide Engineering Services for the Trenton Drive Sewer Main Project in an Amount Not-to-Exceed \$179,066.

Associate Engineer Wong gave an overview of the staff report and asked for questions.

Vice Mayor Ibarra asked why West Yost was picked? **Wong** said West Yost was the only consultant that proposed the rerouting of the sewer lateral to the front on Trenton Dr. and reconstructing a new main on Trenton Dr.

Vice Mayor Ibarra asked if there was an explanation for why they placed this sewer main on a side of a hill 60 years ago? **Wong** said in this neighborhood the street elevation is higher than the back of the homes and it goes downhill from there. 60 years ago that was the easiest way for the developer to put it behind the home in the heavy eucalyptus growth.

Councilmember Salazar asked for more of an explanation on how the laterals will be redirected from the rear of the house to the front of the house. **Wong** said Yost provided a template of how the process will be done. He said a direction boring would be done between homes with no disruption to the homeowner.

Councilmember Salazar asked if there is an easement for other utilities where the current sewer line runs? **Wong** said during a site visit he observed a PG&E overhead line but not directly over, he said it crosses.

Councilmember Medina asked for an explanation of what is a more serious category one? **Wong** said a category one is a more serious sso, where there is a discharge of about 1000 gallons or that the overflow sewage could not be recovered from the storm drain.

Councilmember Medina said all our projects read, "not to exceed." He said it is a mindset and asked how does one interpret that? **Fabry** said the design contract is different than the construction contract. The design contract staff has no authority to issue change orders without additional authorization. She said, "not to exceed" is a distinction between a design contract and a construction contract, which has a contingency. **City Manager Jackson** said in a fixed price contract where contingency is not an issue then it is actually a "not to exceed" amount. She said on construction contracts the intent is to make sure the total appropriation amount being authorized by the City Council is not exceeded.

Councilmember Medina said the eucalyptus trees have been discussed and over time the City has done minimal vegetation removal. Are there any other issues the City is going to have with this project going forward? **Fabry** said nothing known at this time.

Robert Riechel, 7th Ave. asked if there are costs involved with moving the sewer on the street? **Fabry** said the abandonment of the existing line would be included in the cost of the alternative to locate to the street.

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

d. Adopt Resolution Authorizing the City Manager to Execute a Contract with Bellecci & Associates to Provide Engineering Services for the Kains to Angus Sewer Bypass Project in an Amount Not-to-Exceed \$139,855.

Associate Engineer Wong gave an overview of the staff report and asked for questions.

Councilmember Medina asked if the sewer and water work would meet our needs? **Wong** said the entire sewer system after Phase I, II and III, the pipe size will increase. **Fabry** said this is the last capacity sewer project in our existing master plan.

Vice Mayor Ibarra asked why West Yost was not picked? **Wong** said based on staff's evaluation of the applicable project experience and technical qualifications of the proposed team members; staff determined that Bellecci was best suited for the project.

Robert Riechel, 7th Ave. said he was concerned the report said the Angus sewer pipe was increased meaningfully in diameter. Are there less sanitary overflows moving? **Wong** said the procedure is to construct from downstream up. He said in this case the 7th Ave. sewer main was increased in the year 2002 to a size of 36" diameter and then the Angus sewer between 7th Ave. and 1st Ave. was increased to 27" diameter.

Vice Mayor Ibarra introduced the resolution for adoption and passed with a unanimous vote.

c. Receive First Quarter Financial Update Report as of September 30, 2012, and Adopt Resolution Amending the Fiscal Year 2012-13 Operating Budget to Re-Appropriate 2011-12 Carryover Encumbrances.

Finance Director Juran gave a financial update of the staff report in a power point presentation and asked for questions.

Mayor Ruane asked the reason for the 33% increase in liability? **City Attorney Zafferano** said most of the liability increases were from claims for water and wastewater.

Finance Director Juran said the city uses purchase orders to encumber things from the previous budget to make sure the funds are available to keep the project as planned. She said at the end of 11-12 fiscal year, a total of \$942,000 of outstanding purchase orders remained in the operating budget and asked for adoption of the resolution.

Vice Mayor Ibarra introduced the resolution for adoption and passed with a unanimous vote.

e. Adopt Resolution Authorizing the Making of a Prepayment Under the Water Supply Agreement with the City and County of San Francisco through the Issuance of Revenue Bonds by the Bay Area Water Supply and Conservation Agency.

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

Councilmember O'Connell clarified the money to prepay off the debt is not money that paid for the capital improvements that are going on now, these are capital improvements that occurred in the past and it is a debt we have now at 5.13%. If they did not approve this, they would still have to pay the debt off. The seismic bill for improvements hasn't come to us yet.

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

h. Adopt Resolution Authorizing the City Manager to Execute a Contract with Whitley Burchett & Associates, Inc. to Provide Engineering Services for the Dry Weather Flow Monitor at 7th Avenue Project in an Amount Not-to-Exceed \$95,400.

Associate Engineer Dahu gave an overview of the staff report and asked for questions.

Councilmember O'Connell the problem is the line is now bigger and the flow changed because the line accumulated silt and how will this be avoided in the future? **Dahu** said either settlement happened after construction or it was constructed with an offset alignment and it was not seen. In the study, there was no complete evidence of either.

Councilmember Salazar said the \$350,000 would address the issue of silt building up? **Dahu** said yes.

Councilmember Salazar asked how much do we estimate we are overpaying SSF? **Fabry** said it is very hard to say. She said how much the City pays is very close to the flow itself. With the new meter, we will know exactly.

Councilmember O’Connell introduced the resolution and passed with a unanimous vote.

11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:

12. COMMENTS FROM COUNCIL MEMBERS:

Councilmember O’Connell gave an Oral Report on her Attendance at the National Pipeline Safety Trust Annual Conference November 7-8, 2012.

Mayor Ruane said the Holiday tree lighting is December 6 at 5:30 p.m.

13. CLOSED SESSION:

Conference with Labor Negotiators Pursuant to Gov’t Code Section 54957.6:
Agency Designated Representatives: City Manager, Human Resources Director,
Finance Director, Geoff Rothman, Negotiator, Employee Organizations: Public Safety Mid
Management.

14. ADJOURNMENT:

Mayor Ruane closed the meeting at 9:16 p.m. and asked for a moment of silence in memory of the McGovern and Tandel families. The next regular City Council Meeting will be held on December 11, 2012 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval
at the special City Council Meeting of
January 8, 2013

Carol Bonner, City Clerk

Jim Ruane, Mayor



"The City With a Heart"

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

MINUTES
SAN BRUNO CITY COUNCIL
DECEMBER 11, 2012
7:00 p.m.

1. CALL TO ORDER: THIS IS TO CERTIFY THAT the San Bruno City Council met on December 11, 2012 at the San Bruno Senior Center, 1555 Crystal Springs Rd., San Bruno, CA. The meeting was called to order at 7:04 p.m.

Mayor Ruane thanked the San Bruno Garden Club for the beautiful floral arrangement.

2. ROLL CALL/PLEDGE OF ALLEGIANCE: Presiding was Mayor Ruane, Vice Mayor Ibarra, Council Members Medina, O'Connell and Salazar. Recording by Clerk Bonner. **City Attorney Zafferano** led the Pledge of Allegiance.

3. ANNOUNCEMENTS:

Councilmember O'Connell said the Beautification Task Force would be sponsoring their holiday lights this season and will be out photographing on the 15th and 16th. She also said residents can take their own pictures and send them in a jpg file to i.oconnell@sanbruno.ca.gov.

Mayor Ruane said there would be a Transit Corridors Plan Open House Workshop at City Hall on Monday, December 17 from 6:00 to 8:00 p.m. City staff will be on hand to answer any questions. The public is invited.

Mayor Ruane announced there would not be a City Council Meeting on the Fourth Tuesday in December. The only Regular City Council Meeting in December will be held on December 11, 2012.

4. PRESENTATIONS:

Receive Presentation from **James Porter** of the County Dept of Public Works on what they are doing to avoid overflows at Cupid Row. He gave a powerpoint overview of what the County has done and their future plans. He talked about the need for revenue to do the improvements.

Robert Riechel, 7th Ave. asked for an explanation of the tide gates. **Porter** said the purpose to inhibit salt water from getting into the channel when there are high tides.

Mayor Ruane thanked Porter for his informative presentation and said while the snakes and frogs need to be protected, more important are the residents in the area.

5. REVIEW OF AGENDA:

Mayor Ruane said they would be moving Item 11. to follow Item 8.

6. APPROVAL OF MINUTES: Special City Council Meeting of November 27, 2012, approved as submitted.

7. CONSENT CALENDAR:

- a. **Approve:** Accounts Payable of November 19 and 26 and December 3, 2012.
- b. **Approve:** Successor Agency Accounts Payable of
- c. **Approve:** Payroll of November 4, 2012.

- d. **Adopt:** Resolution Approving Revisions to the City's Conflict of Interest Code Appendix.
- e. **Adopt:** Resolution Approving Contract with the San Mateo County Housing Department for \$63,000 in Block Grant Funds to make Accessibility Improvements to Library Meeting Room Restrooms.
- f. **Adopt:** Resolution Amending the City Classification Plan by Adopting Position Descriptions for Fire Battalion Chief, Fire Captain, and Fire Fighter Positions.
- g. **Adopt:** Resolution Authorizing Purchase of a Backup Generator from Cummins West in the Amount of \$42,758.75.

Councilmember O'Connell pulled Item 7.e.

Councilmember Salazar pulled Item 7.g

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

Councilmember O'Connell complimented staff for being so aggressive and getting the grant money. **Vice Mayor Ibarra** concurred and praised them for getting over \$140,000. in free money.

M/S O'Connell/Salazar to approve Item 7.e. and passed with all ayes.

City Manager Jackson went through questions asked by **Councilmember Salazar**. The first was whether the cost of a portable unit was more expensive than a stationary unit? The portable unit is less expensive because it doesn't require the installation of a pad in order to install the unit. She said staff was able to acquire a unit with a significantly larger capacity.

She said the second question had to do with the page attached to the staff report out of the Capital Improvement Project Budget and it identifies the \$531,000 cost for cable television equipment as part of the capital budget. She said a generator is not listed among those items but it is an essential purchase and one that staff does not anticipate will increase the overall cost for equipment purchases over the coming year. She believed this item is an urgent priority to continue operation of our facilities.

Acting Director/System Engineer Johnson addressed the third question of the load, as the generator turned on. He said there is a backup power supply so when the power shuts off, this backup runs for five to ten minutes with no extra draw on the generator. The same applies to when the power turns on.

Councilmember Salazar asked about the energy efficiency of the facility and what staff has done. **Johnson** said they have just received a new portable building, at no cost, from Nextel/Sprint and they will be moving some of the equipment into that to take the stress off the main building. He said the generator they will be purchasing is big enough to put the stand-by on the new building.

Councilmember Salazar asked the expected lifespan of the new generator. **Johnson** said a good fifteen years or more.

Councilmember Medina said for items like this shouldn't they be allocated to equipment reserves? **Jackson** said she would look into it.

M/S Salazar/Medina to approve Item 7.g. and passed with all ayes.

8. PUBLIC HEARINGS:

Hold Public Hearing and Adopt Urgency Ordinance Amending Contract Between the Board of Administration of the California Public Employees' Retirement System (CalPers) and the City of

San Bruno to Include Provisions Pursuant to Government Code Section 20475 Implementing the 2% @ 55 Retirement Formula (Miscellaneous Group) and 3% @ 55 Retirement Formula (Fire Group.)

Finance Director Juran gave an overview of the staff report and asked for questions and said there needs to be four votes of the Council in order to be adopted.

Mayor Ruane opened the Public Hearing. No one wished to speak.

M/S Ibarra/Medina to close the public hearing and passed with all ayes.

Councilmember O'Connell adopted the urgency ordinance and passed with a unanimous vote.

11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES: (moved to follow Item 8.)

Receive Annual Traffic Safety & Parking Committee Report.

Chair Eric Wood thanked the committee as well as the staff for all they have done over the past year. He gave an overview of what the Committee has done over the past year as well as what their plans are for the coming year.

Vice Mayor Ibarra said the Committee has come a long way and complimented them. He stated his proudness of the Commodore Dr. project. He suggested the Committee look at site issues when people back out of driveways.

Councilmember Medina thanked them for all they do and reacting to issues when they are presented and encouraged him to continue on to get things to move faster than they normally do.

Mayor Ruane thanked the Committee for all they do.

9. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:

Bob George, Chabot Dr. representing HIP Housing presented calendars to the Council

10. CONDUCT OF BUSINESS:

a. Conduct Annual Reorganization of the City Council and Appointment of Vice Mayor to Serve a One-Year Term.

City Manager Jackson said each year there is an annual rotation of the Vice Mayor and this year it will be Irene O'Connell. She also pointed out the Regional Assignments to Committees for which the City is represented and another document that outlines the annual rotation of the City Council's assignments to the City's internal Commissions, Boards and Committees. She asked for confirmation.

M/S Ibarra/Medina to approve and passed with all ayes.

b. Adopt Resolution Authorizing the Sale of Pension Obligation Bonds to Refinance Outstanding Fund Obligations of the City to the California Public Employees' Retirement System, Approving the Form of Related Financing Documents and Approving Official Actions.

Finance Director Juran highlighted the most important aspects of the staff report and asked for questions.

Vice Mayor O'Connell introduced the resolution for adoption and passed with a unanimous vote.

b. Adopt Resolution Accepting Donation from San Bruno Lions Club for Labor and Materials to Make Improvements to Beckner Shelter with the Approximate Value of \$28,000.

Recreation Services Manager Brewer gave an overview of the staff report and asked for questions.

Councilmember Ibarra complimented Lion Coz of C&J Roofing who chose to make this a Lion project rather than a person project in order for the Lion's Club to get their mark on the community.

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

c. Adopt Resolution Adopting a Complete Streets Policy.

Associate Planner Russell gave an overview of the proposed complete streets policy staff report in a powerpoint presentation and asked for questions.

Councilmember Ibarra asked if this is required in order to request grants? **Russell** concurred.

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

d. Adopt Resolution Authorizing the City Manager to Execute a Contract with Eler & Kalinowski, Inc. for the Well 15 Replacement Project in an Amount Not-to-Exceed \$606,000.

Public Services Director Fabry introduced Associate Engineer Wong and Water System and Conservation Supervisor Reinhardt and gave an overview of the staff report as well as a powerpoint illustration and asked for questions.

Councilmember Salazar said he thought the design costs were a little high. He asked what we would be getting for \$600,000 and what level of support in order to rationalize the cost. **Fabry** said this is more of an interactive project. She said first you are designing the project and then you are building the project. Included are consultants, design engineers, permits, analyzing the data in the field, public outreach and construction management.

Councilmember Salazar asked what was originally spent when the Commodore Well was built? **Fabry** said she didn't have the cost for that well but the cost for Well 20 was around two million two hundred dollars in 2003. **Wong** said the consultant cost for the well was around \$200,000. with an additional \$100,000 add-on.

Councilmember Salazar asked for a justification of the additional cost for this well? **Fabry** said the intent is to do this well better.

Councilmember Ibarra said the design and consultant costs are a lot higher and he asked what is the new and improved well design now, how much better is it than that installed in 2003? **Fabry** said this would be completely different than the City's other wells. **Reinhardt** said this will be similar but it will not be piece-mealed together as before. Previously it was designed for the wellhead, it was not designed for filtration. There will be construction support. He said it would be done at a higher professional level.

Wong said previous wells in the City, 15, 16, 17 and 18 were developed using a submersible configuration with the motor and the pump at the bottom of the well. With those wells, when the motor breaks down, they have to be dismantle a piece at a time. Lions' Field, Well 20 uses a different technology with the motor sitting on top of the well making repairs of the motor very simple. He believes the new well, 15, will be prototype of Line 20, state of the art.

Councilmember Medina stated since we have had growing pains and learning curves from the Lions' well, he asked if it would be a fair statement to say there would be no contingencies or change orders on this project? **Fabry** said that is the expectation.

City Manager Jackson said staff is suggesting a proposal of a thoughtful design process based on what they learned from their experience in building Well 20. She said they would be presenting Council with a construction contract that will include a contingency, expected to cover any necessary change orders that arise during the construction of the well.

Councilmember Medina said he was referring mostly to the design and with the holiday season one can hope.

Councilmember Salazar asked if there was alternative energy associated with this well? **Fabry** said this team has already come with energy saving recommendations for this project.

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

f. Receive Oral Report from City Clerk on Attendance at New Law Election Seminar in San Jose.

Clerk Bonner gave an outline of the sessions she attended at the New Law Election Seminar and thanked Council for the opportunity to participate.

11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES: (moved to follow Item 8.)

Receive Annual Traffic Safety & Parking Committee Report.

12. COMMENTS FROM COUNCIL MEMBERS:

13. CLOSED SESSION:

14. ADJOURNMENT:

Mayor Ruane closed the meeting in memory of Mike Nevin at 8:50 p.m. He also wished staff and all the people in San Bruno a very happy holiday and a Merry Christmas. The next regular City Council Meeting will be held on January 8, 2013 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 8, 2013

Carol Bonner, City Clerk

Jim Ruane, Mayor

12/10/12

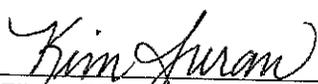
CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$116,654.85
190	EMERGENCY DISASTER FUND	\$24,799.63
201	PARKS AND FACILITIES CAPITAL	\$19,700.00
611	WATER FUND	\$29,626.71
621	STORMWATER FUND	\$12,167.30
631	WASTEWATER FUND	\$230,746.37
641	CABLE TV FUND	\$13,376.29
701	CENTRAL GARAGE	\$10,829.10
702	FACILITY MAINT. FUND	\$3,535.87
707	TECHNOLOGY DEVELOPMENT	\$1,791.30
711	SELF INSURANCE	\$87.94
TOTAL FOR APPROVAL		\$463,315.36

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 4 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 138798 THROUGH 138918 INCLUSIVE, TOTALING IN THE AMOUNT OF \$463,315.36 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,


FINANCE DIRECTOR

12/11/12
DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0000858 ADECCO EMPLOYMENT SERVICES	138798	12/10/2012	3,411.36
0017459 ALL CITY MANAGEMENT SVC.INC.	138799	12/10/2012	2,105.52
0014890 AMERICAN WATER WORKS ASSN.	138800	12/10/2012	392.00
0105512 TANAWUT APINANTHAWORN	138801	12/10/2012	20.98
0001202 ARAMARK UNIFORM SERVICES	138802	12/10/2012	200.32
0104898 SANDRA ARAN	138803	12/10/2012	1,384.50
0001965 ARISTA BUSINESS	138804	12/10/2012	952.17
0014617 AT&T	138805	12/10/2012	108.86
0016123 AT&T	138806	12/10/2012	1,379.10
0017191 AT&T	138807	12/10/2012	298.32
0018367 AVAIL-TVN	138808	12/10/2012	1,408.89
0000345 BAKER & TAYLOR BOOKS	138809	12/10/2012	1,938.50
0018052 BATTERYZONE INC.	138810	12/10/2012	82.12
0103924 BEAR DATA SOLUTIONS, INC.	138811	12/10/2012	904.50
0105514 NEVILLE BENDIOLA	138812	12/10/2012	45.79
0018390 BEN'ZARA MINKIN	138813	12/10/2012	123.98
0000378 BROADMOOR LANDSCAPE SUPPLY	138814	12/10/2012	227.33
0096798 BUSINESS PRODUCTS & SUPPLIES	138815	12/10/2012	707.85
0000580 C & L SPORTING GOODS	138816	12/10/2012	1,117.14
0103428 C&J ROOFING CO. INC.	138817	12/10/2012	1,900.00
0097451 CALIFORNIA PARK & RECREATION	138818	12/10/2012	150.00
0014739 CAL-STEAM	138819	12/10/2012	59.31
0017843 CENTRAL COUNTY FIRE DEPT.	138820	12/10/2012	30,935.25
0000729 CERTIFIED LABORATORIES	138821	12/10/2012	1,214.48
0105513 SIDNEY CHURGEL	138822	12/10/2012	41.03
0016324 CINTAS CORPORATION #464	138823	12/10/2012	2,263.32
0096053 CINTAS DOCUMENT MANAGEMENT	138824	12/10/2012	45.00
0018891 SAN MATEO COUNTY CITY MANAGERS' ASSOCIATI	138825	12/10/2012	90.00
0000227 CITY OF SAN BRUNO	138826	12/10/2012	3,066.07
0000386 CITY OF SOUTH SAN FRANCISCO	138827	12/10/2012	246,790.24
0098832 COLMA FIREMEN'S SOCIAL CLUB	138828	12/10/2012	80.00
0017105 COLMA POLICE DEPARTMENT	138829	12/10/2012	350.00
0098656 COMPLETE LINEN SERVICE	138830	12/10/2012	104.33
0104049 CAROL COSTAKIS	138831	12/10/2012	241.80
0000169 COSTA'S / "JUST THINGS"	138832	12/10/2012	70.85
0015857 COUNTY OF SAN MATEO	138833	12/10/2012	76.00
0013968 CPOA	138834	12/10/2012	500.00
0000251 CUMMINS WEST INC.	138835	12/10/2012	1,714.41
0018196 NADER DAHU	138836	12/10/2012	115.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0018188 DAU PRODUCTS	138837	12/10/2012	176.50
0104933 CAMPUS COPY PARTNERS DBA COPY CENTRAL	138838	12/10/2012	709.16
0017341 AARONSON DICKERSON, COHN & LANZONE	138839	12/10/2012	687.50
0104724 JEANETT ERRINGTON	138840	12/10/2012	241.80
0099186 EYEHIGHART, INC.	138841	12/10/2012	280.80
0013714 FIRST NATIONAL BANK	138842	12/10/2012	11,909.40
0018117 FLYERS ENERGY, LLC	138843	12/10/2012	11,002.90
0102869 FRANCHISE TAX BOARD	138844	12/10/2012	600.00
0014910 G & M AUTO BODY	138845	12/10/2012	1,675.19
0018272 GALE GROUP INC.	138846	12/10/2012	32.19
0096854 GOLDEN GATE TRUCK CENTER	138847	12/10/2012	564.99
0016969 GOLDEN IDEAS	138848	12/10/2012	138.00
0000162 GRAINGER	138849	12/10/2012	95.26
0104693 DEBBIE GRECH	138850	12/10/2012	777.69
0017914 GSWAW INC.	138851	12/10/2012	93.64
0105210 GYM PRECISION, INC.	138852	12/10/2012	270.00
0102820 DEBRA HALL	138853	12/10/2012	289.00
0017882 HOME BOX OFFICE	138854	12/10/2012	1,208.37
0103854 CHRISTINE HOPKINS	138855	12/10/2012	127.40
0103336 HUB INTERNATIONAL SERVICE INC.	138856	12/10/2012	378.06
0091727 ICMA MEMBERSHIP RENEWALS	138857	12/10/2012	1,400.00
0001786 IN DEMAND-NYC	138858	12/10/2012	1,059.88
0015531 INTERSTATE BATTERY SYS. OF SF	138859	12/10/2012	42.85
0018557 INTERSTATE SALES	138860	12/10/2012	3,887.47
0000581 IRVINE & JACHENS INC.	138861	12/10/2012	50.00
0098769 CONNIE JACKSON	138862	12/10/2012	115.00
0000075 K-119 TOOLS OF CALIFORNIA INC.	138863	12/10/2012	220.67
0000132 KELLY-MOORE PAINT CO INC.	138864	12/10/2012	98.78
0000317 L.N. CURTIS & SONS	138865	12/10/2012	58.46
0018561 LANCE BAYER	138866	12/10/2012	3,062.50
0105245 LATIMERLO STUDIO	138867	12/10/2012	129.35
0018177 LOWE'S	138868	12/10/2012	668.70
0102701 LISA LUCIANO	138869	12/10/2012	682.50
0096714 MAXCOM INC	138870	12/10/2012	326.67
0102770 METLIFE	138871	12/10/2012	1,501.71
0092285 MICROMARKETING LLC	138872	12/10/2012	79.88
0016863 MIDWEST TAPE, LLC	138873	12/10/2012	62.98
0001709 MILLBRAE LOCK	138874	12/10/2012	179.27
0105515 GERALD NGOR	138875	12/10/2012	25.55
0103301 NHL NETWORK US, LP	138876	12/10/2012	961.32
0104865 OAKWOOD HOUSING	138877	12/10/2012	35.54

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0092263 OFFICE DEPOT INC	138878	12/10/2012	468.13
0018284 OFFICEMAX INC.	138879	12/10/2012	59.88
0096379 KAREN OJAKIAN	138880	12/10/2012	571.35
0000210 OLE'S CARBURETOR & ELECTRIC INC	138881	12/10/2012	557.44
0097567 ONE HOUR DRY CLEANING	138882	12/10/2012	101.10
0000012 PACIFIC GAS & ELECTRIC	138883	12/10/2012	39,386.86
0098995 PENINSULA TRANSMISSION	138884	12/10/2012	2,190.00
0105511 LEONARD PERLOW	138885	12/10/2012	82.26
0017751 DEPT. OF PESTICIDE REGULATION, CASHIER	138886	12/10/2012	60.00
0095256 DANETTE PETERSEN	138887	12/10/2012	162.50
0000618 PLANTRONICS INC	138888	12/10/2012	84.44
0102915 PRECISE PRINTING & MAILING	138889	12/10/2012	900.07
0104869 PURSUIT NORTH	138890	12/10/2012	139.64
0000071 R & B COMPANY	138891	12/10/2012	738.57
0104176 WILLIAM REYNOLDS	138892	12/10/2012	1,850.00
0103317 JILL ROFII	138893	12/10/2012	1,628.90
0105517 ARTURO RUIZ	138894	12/10/2012	400.00
0000569 SAN BRUNO AUTO CENTER, INC.	138895	12/10/2012	125.00
0018461 SERRAMONTE FORD, INC.	138896	12/10/2012	625.46
0016458 SIADAT ENTERPRISES INC.	138897	12/10/2012	2,136.15
0105158 SIERRA FIRE APPARATUS	138898	12/10/2012	395.10
0104787 SINGER ASSOCIATES, INC.	138899	12/10/2012	20,836.50
0105516 STEPHEN SOONG	138900	12/10/2012	33.10
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	138901	12/10/2012	572.00
0018602 STARZ ENTERTAINMENT LLC.	138902	12/10/2012	859.11
0095004 STATE BAR OF CALIFORNIA	138903	12/10/2012	485.00
0018028 SWRCB	138904	12/10/2012	12,131.00
0018088 THE UPS STORE	138905	12/10/2012	35.83
0097449 THYSSENKRUPP ELEVATOR CORP.	138906	12/10/2012	367.80
0017527 TIFCO INDUSTRIES INC.	138907	12/10/2012	143.64
0000665 TSQ SOLUTIONS INC.	138908	12/10/2012	325.00
0102744 UNIVERSAL BUILDING SERVICES	138909	12/10/2012	449.00
0098625 UPS	138910	12/10/2012	55.84
0105133 UTILITY TELEPHONE, INC.	138911	12/10/2012	176.29
0102988 VANTAGEPOINT TRANSFER AGENTS	138912	12/10/2012	17,747.35
0096421 WEST-LITE SUPPLY CO., INC.	138913	12/10/2012	294.44
0000612 WESTVALLEY CONSTRUCTION CO.INC	138914	12/10/2012	2,001.78
0018385 WFCB - OSH COMMERCIAL SERVICES	138915	12/10/2012	1,115.82
0105295 WINGFOOT COMMERCIAL TIRE	138916	12/10/2012	331.97
0014850 XEROX CORPORATION	138917	12/10/2012	86.66
0105497 HSIYANG YANG	138918	12/10/2012	81.13

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<u>Vendor Code & Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
		GrandTotal:	463,315.36
		Total count:	121

12/17/12

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$758,321.32
003	ONE-TIME REVENUE	\$1,745.12
111	POLICE ASSET FORFEITURE	\$5,850.08
132	AGENCY ON AGING	\$6,223.96
190	EMERGENCY DISASTER FUND	\$192,322.49
203	STREET IMPROVE. PROJECTS	\$11,951.60
611	WATER FUND	\$275,187.96
621	STORMWATER FUND	\$210,490.20
631	WASTEWATER FUND	\$628,527.42
641	CABLE TV FUND	\$486,700.96
701	CENTRAL GARAGE	\$767.52
707	TECHNOLOGY DEVELOPMENT	\$4,333.51
711	SELF INSURANCE	\$12,436.36
TOTAL FOR APPROVAL		\$2,594,858.50

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 5 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 138919 THROUGH 139093 INCLUSIVE, TOTALING IN THE AMOUNT OF \$2,594,858.50 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

Kim Suran 12/20/12
FINANCE DIRECTOR DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0096347 LA LORICK ASSOCIATES	139001	12/17/2012	1,006.00
0096316 GREEN CARPET LANDSCAPING & MAINTENANCE	139002	12/17/2012	1,100.00
0014262 LC ACTION POLICE SUPPLY	139003	12/17/2012	5,850.08
0000849 LEAGUE OF CALIFORNIA CITIES	139004	12/17/2012	14,278.00
0105034 LFP BROADCASTING, LLC	139005	12/17/2012	55.86
0104424 LIDIA'S ITALIAN DELICACIES	139006	12/17/2012	1,995.00
0001472 LIFETIME ENTERTAINMENT SVC.LLC	139007	12/17/2012	11,381.71
0096825 LAURIE LOO	139008	12/17/2012	735.70
0018177 LOWE'S	139009	12/17/2012	649.81
0096796 MARSETTI	139010	12/17/2012	1,641.19
0096996 MARYLAND INDUSTRIAL TRUCKS,INC	139011	12/17/2012	420,779.68
0017947 KEVIN MCMULLAN	139012	12/17/2012	154.85
0104622 ROBERT K. AND LINDA METCALFE	139013	12/17/2012	12,500.00
0016041 METROMOBILE COMMUNICATIONS	139014	12/17/2012	150.93
0000027 MEYERS NAVE PROFESSIONAL LAW	139015	12/17/2012	113,514.75
0103600 MOMENTUM TELECOM, INC.	139016	12/17/2012	21,688.64
0102832 MOORE IACOFANO GOLTSMAN, INC.	139017	12/17/2012	13,696.74
0000333 MOSS RUBBER & EQUIP. CORP.	139018	12/17/2012	685.91
0000357 NATIONAL CABLE TV CO-OP, INC.	139019	12/17/2012	205,616.94
0018738 NATIONAL NOTARY ASSOCIATION	139020	12/17/2012	52.00
0018319 NEAL MARTIN & ASSOCIATES	139021	12/17/2012	8,460.00
0018692 NHK COSMOMEDIA AMERICA, INC.	139022	12/17/2012	306.25
0018157 OCLC INC	139023	12/17/2012	320.63
0092263 OFFICE DEPOT INC	139024	12/17/2012	89.31
0018284 OFFICEMAX INC.	139025	12/17/2012	138.46
0000210 OLE'S CARBURETOR &ELECTRIC INC	139026	12/17/2012	18.40
0097567 ONE HOUR DRY CLEANING	139027	12/17/2012	123.80
0000012 PACIFIC GAS & ELECTRIC	139028	12/17/2012	37,589.32
0000012 PACIFIC GAS & ELECTRIC	139029	12/17/2012	1,000.00
0000102 PACIFIC WEST SECURITY, INC.	139030	12/17/2012	1,224.00
0104697 PBS KIDS SPROUT	139031	12/17/2012	631.68
0016241 PENINSULA BUILDING MATERIALS	139032	12/17/2012	785.90
0014961 PENINSULA UNIFORMS & EQUIPMENT	139033	12/17/2012	1,128.62
0000389 MATRISHA PERSON	139034	12/17/2012	988.20
0018094 PLAYBOY ENTERPRISES, INC.	139035	12/17/2012	32.36
0102915 PRECISE PRINTING & MAILING	139036	12/17/2012	774.99
0000285 PREFERRED ALLIANCE, INC.	139037	12/17/2012	279.30
0098436 PROFESSIONAL LAND SERVICES	139038	12/17/2012	1,630.00
0013981 QUILL CORPORATION	139039	12/17/2012	12.96

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0095148 RAY RAZAVI	139040	12/17/2012	21,924.00
0090749 RED WING SHOE STORE	139041	12/17/2012	194.84
0018777 LEXISNEXIS RISK DATA MANAGEMENT	139042	12/17/2012	50.00
0018915 ROSE CITY LABEL	139043	12/17/2012	225.07
0013581 ROVI GUIDES, INC.	139044	12/17/2012	18,166.22
0016213 ROZZI REPRODUCTION&SUPPLY INC.	139045	12/17/2012	405.94
0016034 LINDA RUSSELL	139046	12/17/2012	468.00
0018889 SAFECO ELECTRIC SUPPLY	139047	12/17/2012	1,302.00
0102991 STEVE SALAZAR	139048	12/17/2012	90.00
0000081 SAN BRUNO CABLE TV	139049	12/17/2012	72.04
0104757 SAN FRANCISCO BAYKEEPER	139050	12/17/2012	30,000.00
0099047 SAN MATEO CTY SHERIFF'S OFFICE	139051	12/17/2012	11,976.82
0103784 RANDY SCHWARTZ	139052	12/17/2012	122.80
0102865 UNIVERSAL SERVICE ADMINISTRATIVE CO.	139053	12/17/2012	5,258.85
0103732 SFO MEDICAL CLINIC	139054	12/17/2012	873.00
0000074 SFPUC - WATER DEPARTMENT	139055	12/17/2012	231,111.20
0018962 SHOE DEPOT INC.	139056	12/17/2012	87.67
0000216 SHOWTIME NETWORKS INC.	139057	12/17/2012	13,032.26
0098030 SHRED-IT USA - SAN FRANCISCO	139058	12/17/2012	37.52
0018214 SIGILLO SUPPLY INC.	139059	12/17/2012	5,466.45
0103492 SMITHSONIAN NETWORKS	139060	12/17/2012	285.14
0015875 SPICE DIGITAL NETWORKS	139061	12/17/2012	45.85
0105135 SPOSETO ENGINEERING, INC.	139062	12/17/2012	6,364.91
0097079 SPRINT	139063	12/17/2012	606.94
0018072 STANDARD INSURANCE COMPANY	139064	12/17/2012	12,773.90
0000289 SUN VALLEY DAIRY PRODUCTS	139065	12/17/2012	1,026.94
0000431 TEAMSTERS LOCAL #856	139066	12/17/2012	334,719.00
0018073 TEAMSTERS LOCAL 350	139067	12/17/2012	2,908.00
0017659 THE CALIFORNIA CHANNEL	139068	12/17/2012	133.62
0018088 THE UPS STORE	139069	12/17/2012	62.85
0018747 TIMA POWER SYSTEMS, INC.	139070	12/17/2012	681.52
0018826 TJC & ASSOCIATES INC.	139071	12/17/2012	2,609.73
0105031 TMNDRT	139072	12/17/2012	1,002.15
0018818 TOSHIBA BUSINESS SOLUTIONS CA	139073	12/17/2012	532.58
0104135 GLOBAL TRACKING COMMUNICATIONS, INC.	139074	12/17/2012	29.99
0017932 TRILLIUM USA INC.	139075	12/17/2012	56.15
0017134 TRINET CONSTRUCTION INC.	139076	12/17/2012	176,261.67
0103095 TUTV	139077	12/17/2012	82.65
0095538 TV GUIDE NETWORK, INC.	139078	12/17/2012	780.34
0018249 U.S. POSTAL SERVICE	139079	12/17/2012	2,576.07
0000019 U.S. POSTMASTER	139080	12/17/2012	3,800.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0018413 UNION BANK OF CALIFORNIA	139081	12/17/2012	191,741.38
0102744 UNIVERSAL BUILDING SERVICES	139082	12/17/2012	489.00
0099592 UNIVISION COMMUNICATIONS, INC.	139083	12/17/2012	7,341.49
0098625 UPS	139084	12/17/2012	20.62
0097746 JOE VALIENTE	139085	12/17/2012	117.70
0017938 VOICE PRINT INTERNATIONAL INC.	139086	12/17/2012	2,291.13
0098917 VOLIKOS ENTERPRISES	139087	12/17/2012	300.00
0105521 WALTER M. SPRINGS CONSTRUCTION	139088	12/17/2012	42.66
0104704 WHITLOCK & WEINBERGER TRANSPORTATION INC	139089	12/17/2012	3,051.70
0104660 WEST YOST ASSOCIATES, INC.	139090	12/17/2012	232.50
0105520 WENDY WOO	139091	12/17/2012	201.96
0102630 XO COMMUNICATIONS, LLC	139092	12/17/2012	5,957.31
0104033 ZCORUM, INC.	139093	12/17/2012	21,876.00
0017188 3T EQUIPMENT COMPANY INC.	138919	12/17/2012	223.84
0017053 ACCOUNTEMPS	138920	12/17/2012	7,384.00
0000858 ADECCO EMPLOYMENT SERVICES	138921	12/17/2012	3,807.33
0018601 ADVANCED MEDIA TECH., INC.	138922	12/17/2012	54,948.41
0001170 AIRGAS NON	138923	12/17/2012	24.14
0103899 SAN FRANCISCO AIRPORT COMMISSION	138924	12/17/2012	3.00
0000372 ALLIED SECURITY ALARMS	138925	12/17/2012	204.00
0101438 AMANDA REALYVASQUEZ	138926	12/17/2012	374.93
0017359 AMERICAN EXPRESS	138927	12/17/2012	2,872.13
0000082 AMERICAN MESSAGING	138928	12/17/2012	46.13
0104004 TRICIA ANDREAZZI	138929	12/17/2012	200.00
0105522 MARIANNE ARCELONA	138930	12/17/2012	400.00
0001965 ARISTA BUSINESS	138931	12/17/2012	186.08
0104233 ASTOUND BROADBAND	138932	12/17/2012	3,030.00
0016123 AT&T	138933	12/17/2012	1,901.26
0018367 AVAIL-TVN	138934	12/17/2012	3,251.69
0000345 BAKER & TAYLOR BOOKS	138935	12/17/2012	1,488.59
0096594 BAY AREA PAVING CO.	138936	12/17/2012	7,600.00
0015628 BAY AREA TREE CO., INC.	138937	12/17/2012	2,300.00
0018093 BBC WORLDWIDE AMERICA INC.	138938	12/17/2012	764.16
0103924 BEAR DATA SOLUTIONS, INC.	138939	12/17/2012	708.75
0018688 BEST BEST & KRIEGER LLP	138940	12/17/2012	275.00
0105510 PATRICIA BETLEYOUN	138941	12/17/2012	100.00
0104619 STEVEN AND PATRICA BLICK	138942	12/17/2012	20,000.00
0102626 BARBARA BRUXVOORT	138943	12/17/2012	169.10
0102737 BURKE, WILLIAMS & SORENSEN,LLP	138944	12/17/2012	2,645.24
0105324 CAINE COMPUTER CONSULTING, LLC	138945	12/17/2012	3,120.00
0097948 CARDINAL RULES	138946	12/17/2012	3,890.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017843 CENTRAL COUNTY FIRE DEPT.	138947	12/17/2012	278.50
0016324 CINTAS CORPORATION #464	138948	12/17/2012	100.98
0097464 CINTAS FIRST AID & SAFETY	138949	12/17/2012	2,133.42
0098588 CITY OF BURLINGAME	138950	12/17/2012	3,388.50
0000060 CITY OF MILLBRAE	138951	12/17/2012	177.26
0000227 CITY OF SAN BRUNO	138952	12/17/2012	429.49
0013595 CITY OF SAN BRUNO	138953	12/17/2012	872.31
0000386 CITY OF SOUTH SAN FRANCISCO	138954	12/17/2012	4,519.52
0018911 COMCAST CABLE COMMUNICATIONS	138955	12/17/2012	25,086.72
0018087 COMCAST MEDIA CENTER	138956	12/17/2012	295.80
0104508 COMCAST SPORTSNET CALIFORNIA	138957	12/17/2012	21,356.80
0098656 COMPLETE LINEN SERVICE	138958	12/17/2012	73.69
0015857 COUNTY OF SAN MATEO	138959	12/17/2012	76.00
0017926 COUNTY OF SAN MATEO	138960	12/17/2012	272,501.00
0097646 COUNTY OF SAN MATEO	138961	12/17/2012	5,144.00
0018331 CSG CONSULTANTS INC.	138962	12/17/2012	3,136.48
0091995 CSUS FOUNDATION INC	138963	12/17/2012	618.26
0103519 CYBERPATROL, LLC	138964	12/17/2012	473.88
0018188 DAU PRODUCTS	138965	12/17/2012	5,868.25
0000197 DEMCO SUPPLY INC.	138966	12/17/2012	39.84
0017712 RECALL SECURE DESTRUCTION SERVICES, INC.	138967	12/17/2012	120.60
0018092 DISCOVERY COMMUNICATIONS LLC	138968	12/17/2012	1,365.61
0096003 TRACI DOS SANTOS	138969	12/17/2012	578.50
0000198 EBSCO SUBSCRIPTION SVCS.	138970	12/17/2012	40.13
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	138971	12/17/2012	239.00
0104364 EQUIFAX INFORMATION SVCS LLC	138972	12/17/2012	110.00
0102362 ESPN	138973	12/17/2012	5,148.07
0105459 ETIC ENGINEERING, INC.	138974	12/17/2012	1,122.11
0105509 SYLVIA FLORES	138975	12/17/2012	100.00
0096236 FOLGER GRAPHICS, INC.	138976	12/17/2012	3,696.32
0000201 GAYLORD BROS., INC.	138977	12/17/2012	44.98
0103258 GC MICRO CORPORATION	138978	12/17/2012	322.59
0096932 GENESIS EMPLOYEE BENEFITS, INC	138979	12/17/2012	250.00
0095666 GLOBAL TELECOM & TECHNOLOGY	138980	12/17/2012	9,298.42
0016969 GOLDEN IDEAS	138981	12/17/2012	35.00
0098285 GUSTAVO GOMEZ	138982	12/17/2012	30,000.00
0000541 GRANITE ROCK COMPANY	138983	12/17/2012	518.37
0017900 GREAT LAKES DATA SYSTEMS INC	138984	12/17/2012	1,850.00
0095966 GREATAMERICA FINANCIAL SVCS.	138985	12/17/2012	401.55
0093817 HAWKINS TRAFFIC SAFETY SUPPLY	138986	12/17/2012	1,114.27
0098222 HOLMES INTERNATIONAL	138987	12/17/2012	13,045.20

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0105378 HOME MAID RAVIOLI COMPANY INC.	138988	12/17/2012	278.75
0103976 HUB TELEVISION NETWORKS, LLC	138989	12/17/2012	366.38
0001786 IN DEMAND-NYC	138990	12/17/2012	9,844.94
0104018 INTERSTATE TRAFFIC CONTROL	138991	12/17/2012	311.77
0018261 INTL MEDIA DISTRIBUTION, LLC	138992	12/17/2012	2,236.48
0096710 JASON PASERO	138993	12/17/2012	92.01
0105499 JOSH TOPOLSKI CONSULTING, LLC	138994	12/17/2012	2,880.00
0000771 JT2 INTEGRATED RESOURCES	138995	12/17/2012	12,436.36
0000075 K-119 TOOLS OF CALIFORNIA INC.	138996	12/17/2012	141.45
0018050 KAISER FOUNDATION HEALTH PLAN	138997	12/17/2012	3,544.00
0099150 KRISTEN HILMOE	138998	12/17/2012	30.00
0104994 KRON 4/BAY AREA NEWS STATION	138999	12/17/2012	19,224.80
0000317 L.N. CURTIS & SONS	139000	12/17/2012	646.26
		GrandTotal:	2,594,858.50
		Total count:	175

12/17/12

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP
SUCCESSOR AGENCY

FUND	FUND NAME	AMOUNT
153	RDA OBLIGATION RETIREMENT FUND	\$20,440.20
TOTAL FOR APPROVAL		\$20,440.20

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGE NUMBERED 1,
AND/OR CLAIMS NUMBERED FROM 100045 THROUGH 100046 INCLUSIVE, TOTALING
IN THE AMOUNT OF \$20,440.20 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,


FINANCE DIRECTOR

12/20/12
DATE

Document group: komalley Bank: sagency 06995403

<u>Vendor Code & Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
0102737 BURKE, WILLIAMS & SORENSEN,LLP	100045	12/17/2012	711.36
0096456 PB AMERICAS, INC.	100046	12/17/2012	19,728.84
		GrandTotal:	20,440.20
		Total count:	2



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: January 8, 2012
TO: Honorable Mayor and Members of the City Council
FROM: Kim Juran, Finance Director
SUBJECT: Payroll Approval

City Council approval of the City payroll distributed December 21, 2012 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,264,927.84 for the bi-weekly pay period ending December 16, 2012 is attached.

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LABOR SUMMARY FOR PAY PERIOD ENDING : December 16, 2012

pyLaborDist	12/21/12
Fund: 001 - GENERAL FUND	953,798.53
Fund: 122 - SOLID WASTE/RECYCL.	1,361.42
Fund: 153 -RDA OBLIGATION RETIREMENT FUND	6,829.90
Fund: 190 - EMERGENCY DISASTER FUND	18,005.16
Fund: 201 - PARKS AND FACILITIES CAPITAL	3,769.01
Fund: 207 - TECHNOLOGY CAPITAL	4,146.14
Fund: 203 - STREET IMPROVE. PROJECTS	229.01
Fund: 611 - WATER FUND	77,044.18
Fund: 621 - STORMWATER FUND	14,236.96
Fund: 631 - WASTEWATER FUND	51,714.38
Fund: 641 - CABLE TV FUND	84,236.68
Fund: 701 - CENTRAL GARAGE	8,804.74
Fund: 702 - FACILITY MAINT.FUND	21,473.14
Fund: 707 - TECHNOLOGY DEVELOPMENT	12,850.34
Fund: 711 - SELF INSURANCE	6,428.25
Total	1,264,927.84



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: January 8, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Randy Schwartz, Community Services Director
John Alita, Assistant Library Services Director

SUBJECT: Adopt Resolution Approving the Submittal of a Proposal to the San Mateo County Area Agency on Aging for Older Americans Act Funding of Senior Center Programs for Fiscal Years 2013 - 2015

BACKGROUND:

The purpose of the attached RFP is to continue partial funding for the City's senior nutrition and transportation programs for the term of July 1, 2013 through June 30, 2015. The City has participated in the RFP process and received funds since 1983.

The Congregate Nutrition and Transportation Programs have been in existence for almost 30 years. The lunch program operates Monday through Friday for approximately six hours per day. The City of San Bruno provides approximately 25,000 congregate lunches per year to at least 1,000 individuals ("unduplicated" count). The Transportation Program brings San Bruno residents to the Senior Center from their homes Monday through Friday. Participants enjoy Senior Center activities that include exercise, lunch, health screening, recreation, lectures and socializing. Participants are then transported back to their homes in the afternoon. In its continuing commitment to the program, this year the City purchased a replacement van with a \$100,000 grant from the City/County Association of Governments.

DISCUSSION:

The City of San Bruno has received a Request for Proposals (RFP) from the San Mateo County Area Agency on Aging to apply for funds for services to older adults during fiscal years 2013-2015 and staff has prepared the work plans and budgets required as part of the proposal process. Since 1983, the City of San Bruno has contracted with San Mateo County Aging and Adult Services for partial funding of the Senior Lunch and Transportation programs. The City receives approximately \$100,000 per year to support these programs, accounting for 20% of total program costs. The remaining program costs are paid via donations from the non-profit San Bruno Nutrition Site Council and \$30,000 annually from the City General Fund.

If awarded, the total contracted reimbursement for services for 2013-2015 would be approximately \$102,000 per year for two years.

Funds awarded from the RFP come primarily from the Older Americans Act and County General Funds. The Older Americans Act was passed in 1965 and created to fund services to help older

Td.

Americans live independently in their homes and communities. The RFP specifically requests City Council approval to be submitted with the proposal documents.

FISCAL IMPACT:

A successful proposal would provide annual partial funding for meals and trips on the Senior Center bus for a total amount of \$102,000 per year for two years for the contracts from July 1, 2013 through June 30, 2015. Revenue shortfall for these programs will be recovered through fundraising efforts, participant donations, fees for Senior Center activities and with assistance from the Non-profit Nutrition Site Council of San Bruno, which supports the congregate lunch and transportation programs. In addition the City has budgeted \$30,000 annually from the General Fund to help support these programs.

ALTERNATIVE:

1. Direct staff to seek other funding sources to supplement the nutrition and transportation programs.

RECOMMENDATION:

Adopt Resolution Approving the Submittal of a Proposal to San Mateo County Area Agency on Aging for Older Americans Act Funding of Senior Center Programs for Fiscal Years 2013 - 2015.

DISTRIBUTION:

ATTACHMENTS:

1. Resolution
2. Proposed Work Plans and Budgets for Nutrition and Transportation Programs

DATE PREPARED:

December 27, 2012

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 - _____

RESOLUTION AUTHORIZING THE SUBMITTAL OF A PROPOSAL TO THE SAN MATEO COUNTY AREA AGENCY ON AGING FOR OLDER AMERICANS ACT FUNDING OF SENIOR CENTER PROGRAMS FOR FISCAL YEARS 2013 - 2015

WHEREAS, the City has contracted with San Mateo County Aging and Adult Services since 1983 for Aging for Older Americans Act Funding of the Senior Center's Congregate Nutrition and Transportation services; and

WHEREAS, the City of San Bruno has received a Request for Proposals from San Mateo's Area on Aging to apply for funds for services for older adults during fiscal years 2013 through 2015; and

WHEREAS, the City of San Bruno is committed to continue providing these vital Congregate Nutrition and Transportation programs for the older adults in the community;

NOW, THEREFORE, BE IT RESOLVED by the San Bruno City Council that the City Manager is hereby authorized to approve submission of a proposal with the San Mateo County's Aging and Adult Services Department's Area on Aging, for San Bruno Senior Center's Congregate Nutrition and Transportation Programs July 1, 2013 through June 30, 2015.

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AYES:

NOES:

ABSENT:

Carol Bonner, City Clerk

CONGREGATE NUTRITION PROGRAM WORKPLAN GUIDELINES

I. PROGRAM SERVICE DESCRIPTION

A. Agency Background and Experience:

The San Bruno Senior Center is a division of the City of San Bruno Community Services Department. The department's mission is to "provide quality programs, places and services". The Senior Center accomplishes this by working to benefit the health and well being of people ages 50 and over. A majority of our clientele comes from San Bruno, Millbrae, South San Francisco and surrounding areas. For the past 29 years the center has operated a daily (Monday-Friday) congregate lunch and transportation program as well as a large variety of physical and enrichment activities for clients. The City of San Bruno has contracted with San Mateo County Area Agency on Aging to provide human service programs for older adults at the San Bruno Senior Center since 1983. The programs have included Transportation, Congregate Nutrition and Information and Referral. The City of San Bruno is currently under contract for Congregate Nutrition and Transportation services. This year, we will provide approximately 25,000 meals and 6,000 bus trips to and from the Senior Center. Numerous fundraisers are used to augment the county funds to enable us to provide our community with additional staff who register participants, help prepare the meals, provide additional transportation for special needs and provide our clients with information and referral. The lunch and transportation programs are funded by the City's general fund, OAA grant funds received by San Mateo County and donations. Classes and other programs are funded through user fees and donations. Examples of services include: health screenings, exercise classes, sports leagues, dances, craft classes, a computer club, and trips to local attractions. In addition to the classes and programs, there are opportunities for involvement in local government (Advisory Board and committees) and places in the facility to work on puzzles, play pool, cards, read the paper, watch television and socialize. The Senior Center shares its site with the San Bruno Nutrition Site Council, a non-profit agency whose goal is to support the congregate nutrition program and other services directly benefiting the senior population in San Bruno.

This year, our Human Services Specialist has assisted more than 1100 community members with housing information, legal assistance, health maintenance questions and programs, language/hearing interpretation, referrals for SASH and an independent shopping program (created by San Bruno volunteers), HICAP coordination, individual outreach to private homes, coordination with city services, "Rebuilding Together" referrals, general information, homeowners rebates, tax assistance, immigration questions and numerous referrals to San Mateo County social workers. HICAP, Mills Peninsula and AARP are outside organizations that utilize the Senior Center to provide health insurance counseling, health screening and monthly membership meetings.

B. Targeted Populations and Linguistic Access:

The San Bruno Senior Center Nutrition Site is located in northern San Mateo County's Community Service Area I (CSA I) and serves more than 1,100 (eleven hundred) unduplicated clients each year. While a majority of Nutrition program participants live in San Bruno, we serve clients from Millbrae, South San Francisco, Daly City, Pacifica, Burlingame, Redwood City and San Francisco. According to information acquired through county intake forms, the current breakdown of Nutrition Program participation indicates that 60% of the people who use the San Bruno Nutrition Site for their congregate program are seventy-five years or older; 24% have indicated that they live alone; 36% are at or below the Federal Poverty Level; 33% have minority status and 11% identify themselves as being functionally impaired. Funding for younger (50 – 59 years old) participants with disabilities is acquired through fundraising programs. Clients can access services in English, Spanish and Tagalog. A volunteer is also available to assist with Mandarin and Cantonese.

C. Proposed Service/Ability to Meet Program Requirements:

The City of San Bruno works with the San Bruno Nutrition Site to provide meals for the Congregate Nutrition Program. During 2011/2012 fiscal, more than 26,000 hot meals were prepared onsite and served to more than 1,000 clients. There are currently more than 1000 registered lunch participants. Each meal provided a minimum of one-third of the current recommended Dietary Intakes for adults and complied with the current Dietary Guidelines for Americans, 2005. The City of San Bruno proposes to continue to serve a minimum of 20,000 meals per year to at least 1,200 clients. Meals will be served five days per week for a total of 255 days of service. Meals are prepared onsite. The Food Service Application is attached.

D. Facility Site:

The Nutrition Site is located at the San Bruno Senior Center at 1555 Crystal Springs Road in San Bruno. The Senior Center was built in 1987 and is a 12,700 square foot facility with a 5,000 square foot dining room that overlooks a county park. The Senior Center facility is wheelchair accessible and ADA compliant. The Fire Department monitors the facility and the area around the facility to insure accessibility and safety with regards to patio doors, decks, passenger loading zones, kitchen and bathroom safety. The equipment in the kitchen has been updated and is maintained by the City of San Bruno facilities staff. The San Bruno Senior Center's Nutrition Site will be open five days per week with an anticipated daily attendance of 50 to 260 clients. The average daily attendance will be 100 clients. The average daily attendance for the Senior Center facility is approximately 250 individuals. There is a written evacuation plan for the Senior Center and annual fire/evacuation drills (see attached).

E. Coordination:

The San Bruno Senior Center Nutrition Site has a history of working with other agencies that serve the same population or provide similar services. Sam Trans Paratransit service coordinates with the San Bruno Senior Center to provide transportation to and from the Congregate Nutrition Site. There are also various Nursing Homes and Assistive Living Centers who transport clients to the Senior Center for a congregate lunch experience. HICAP has an office at the Senior Center so that clients can receive counseling. The Senior Focus Wellness Program provides health screening twice per month at the Senior Center. Staff attends meetings with other service providers within San Mateo County to coordinate and compare program and service needs and to receive direction from county staff on program requirements. Information and Referral staff tracks all requests electronically and coordinates with county staff making referrals and receiving guidance on specific client issues.

F. Outreach:

There is ongoing outreach to include clients who are monolingual, isolated and/or unaware of services. Staff can communicate in Chinese, Spanish, Tagalog and English. They are available to help clients and support staff in outreach efforts. Program information is posted in each of the languages, and clients reach out to welcome members of their communities. As a result, there is a representation of various cultures using our services. Participants are informed about the daily lunch menu through the monthly newsletter "Simple Pleasures", the City website and online calendar and from information at the reception desk.

In addition to the in-house outreach efforts, there is outreach via the various services that are offered at the site. The Senior Center offers Tax Assistance to low-income individuals, we're involved in Family Services' Senior Employment Program, Health Insurance Counseling and all of our programs and services are advertised in the Community Services Activity brochure that is distributed throughout the city.

The funds that would support this program provide partial support to have a Human Resources Coordinator onsite. That position works closely with San Mateo County Social Services and provides the outreach that is needed to market Senior Center programs and services. The Human Resources Coordinator is available to provide clients and their families with information and resources about numerous agencies and programs to help people maintain their independence.

G. Nutrition Education:

The Nutrition Site Manager will provide Nutrition Education that will consist of four on-site educational presentations that have been approved by a qualified dietician/nutritionist from San Mateo county General Hospital. The Nutrition Services Manager will keep a yearly written nutrition education plan on file. Topics will be discussed quarterly and may include but are not limited to: maintaining a safe kitchen, fiber in your diet, cholesterol, food labels, vitamins,

coffee whiteners, eggs and prepared snack foods. Kitchen staff and volunteers will meet monthly. Meetings will include group educational sessions and additional instruction/education as directed by the county's dietician. There will be hands-on demonstrations to ensure safe and sanitary kitchen procedures.

II. PROGRAM MANAGEMENT AND PLANNING

A. Staffing/Volunteers:

Under the supervision of the Assistant Community Services Director, the Nutrition Site Manager will be responsible for day-to-day management of the program. She will be responsible for ordering and preparing the meals, minimizing meal waste, coordination and collaboration with neighboring meal providers, attending informational/educational meetings with County and Central Kitchen staff, supervising volunteers and making certain that the program is in compliance with Area Agency on Aging rules and regulations. Under the direction of the Nutrition Site Manager, the Kitchen Leader Volunteers (Crew Chiefs) and Nutrition Committee will supervise the other volunteers and will work on fundraising, establishing policy and procedures and coordinating with outreach and social services. The Human Services Coordinator will serve as liaison to other services and programs. Additional on-site staff and volunteers are fluent in Spanish, Chinese and other languages. The Nutrition Site Manager, and the Information and Referral Coordinator are scheduled to manage the program four hours each day and 253 two hundred fifty-three) days per year. The Nutrition Site Manager and the Assistant Community Services Director are responsible for completing the weekly and monthly program reporting requirements. An organization chart for the City of San Bruno Community Services Department is attached.

B. Data Reporting:

The City of San Bruno has been providing Aging and Adult Services with timely, accurate, confidential monthly and annual reports since the program began in 1979. The Assistant Community Services Director will oversee the process of collecting and submitting information required on all forms. Daily unit of service data is recorded electronically in the County's Q software and will be submitted to Aging and Adult Services by the 10th of each month.

C. Training:

Volunteer and staff training is an ongoing process of education and guidance from a variety of sources. The Assistant Community Services Director will make certain that training is provided in communication skills, elder abuse, alcohol abuse, disability sensitivity and other topics as necessary. Staff attends Nutrition Provider meetings, quarterly Service Provider meetings, disaster preparation workshops and other training as necessary. City of San Bruno Fire Department staff trains Senior Center staff in CPR and basic first aid. There is an AED device at the Senior Center and staff has been trained in its use. Food safety and

sanitation training is ongoing. The Nutrition Site Manager conducts monthly meeting with volunteers and additional meetings when necessary. The Nutrition Site Manager and volunteer Kitchen Leaders are the CURFEL certified staff. The City of San Bruno will continue to support the training of at least one staff and one volunteer to be certified. The city of San Bruno shall be responsible for ensuring that safety and sanitation control standards follow established State regulations and are met in all areas of the site, but especially in the food service area, including the kitchen, dining room and public restrooms.

D. Contingency Plans:

In the event that the full amount we are requesting from AAS is not received, the City of San Bruno will consider an assortment of contingency plans. A fee that reflects the actual cost of the food service could replace the donation. The City could hire a cook to provide participants with a light lunch three days per week. The lunch might be a cost-effective alternative to the full meal. It could include a sandwich or soup. At this time, volunteers provide close to 30,000 hours of service to the program each year. If AAS funding were not provided, we could look at a variety of new fundraising techniques, including a mailing for donations and an additional day of Bingo.

E. Emergency Preparedness Plans:

The City of San Bruno has developed a comprehensive Emergency Preparedness Plan that includes all of the various departments within the City, including the Senior Center and the Congregate Nutrition Site. A specific plan for the Senior Center facility is attached.

F. Program Evaluation/Consumer Satisfaction:

Program effectiveness will be monitored through the use of surveys, committee work and personal communication between and among participants and staff. Aging and Adult Services will supply annual survey forms. The Nutrition Site Manager will distribute, collect and compile the responses for the site. Copies of the survey results will be provided to the Aging and Adult Services. The Nutrition Committee meets monthly to assess the effectiveness of the program and to review survey results (when appropriate). A "Suggestion Box" is maintained and the contents reviewed and discussed at each Nutrition Committee meeting. Nutrition Program "Greeters" and other volunteers are encouraged to maintain constant communication with staff, the Nutrition Committee and all participants.

G. Cultural Competence:

The agency will continue to ensure cultural competence by providing programs and services that are culturally relevant and making certain that any language barriers are mitigated. Some of the cultural programs include celebrations of Chinese New Year, Cinco de Mayo and our annual Italian Festival. Information regarding programs and services are provided in diverse languages.

H. Collaborative Service Planning:

San Bruno has a history of being involved in the planning and development of a community-wide system of services. Staff has been involved with Senior Center Directors of San Mateo County, the Nutrition Providers meetings, Quarterly County Providers meetings, Information and Referral meetings and New Beginnings Coalition whenever possible. The Senior Center works with the county to provide annual flu shots. We work with Senior Focus for bi-monthly blood pressure and glucose screenings and an annual health screening. Each year, we sponsor "Step Out for seniors," an event that pulls together several community groups to encourage participants to exercise and learn about ways to improve their health.

I. Contributions/Project Income:

It is understood that the Congregate Nutrition Program is not fully funded by the Older Americans Act. Signs will be posted that state that the program is supported by federal Older Americans Act funds. The signs will also state that suggested contribution level for a single meal will be \$3.00. However, in order to serve financially needy seniors and to encourage socialization and minimize embarrassment for people who do not donate the full amount, there is a coupon system. Although the suggested donation for a book of ten coupons is \$27.50, staff frequently gives coupons to participants who cannot afford to donate the full amount. In order to cover food costs. Last fiscal year, the donation level was \$3.00 per meal and the cost of the meal was approximately \$6.00. The Nutrition Site council proposes to continue to raise money through fundraising in order to maintain a lower donation level. All contributions are anonymous and voluntary. Guest and employee fees are collected and maintained separately from contributions from eligible clients. At the current time, the Nutrition Site Council has sufficient funds to supplement the program but, if necessary, the recommended donation can be increased. Other contingency plans include, but are not limited to: bake sales, raffles, bingo, rummage sales and other fundraising efforts. The guest meal cost will be the actual cost of the meal. Excess income will be used to support the program's special events, flyers, decorations and outreach efforts.

J. Food Safety and Sanitation Control:

The Nutrition Site Manager and volunteer Kitchen Leaders are the CURFEL certified staff. The City of San Bruno will continue to support the training of at least one staff and one volunteer to be certified. The city of San Bruno shall be responsible for ensuring that safety and sanitation standards follow established State regulations and are met in all areas of the site, but especially in the food service area, including the kitchen, dining room and public restrooms. Staff and volunteers monitor the temperature of the food and serve it in a timely manner to ensure food safety standards. Inspections by local fire and health officials are conducted annually. Photocopies of all inspection reports are submitted to the AAS during the annual monitoring assessments. We will continue that process. The Health Inspection permit is posted. All food handlers and servers wear clean, washable clothing; closed toe protective footwear, and

hairnets, caps or other suitable hair coverings. Food handlers and servers avoid all contact with the food by using kitchen implements or disposable hand coverings. All food handlers and servers thoroughly wash their hands prior to beginning work. The City of San Bruno has employed one full-time and one part-time custodian to ensure a sanitary environment. The kitchen is cleaned and sanitized after every meal. San Mateo County's dietitian conducts hands-on demonstrations as need to ensure safe and sanitary kitchen procedures.

III. FISCAL

A. Fiscal Staff:

The Assistant Community Services Director is responsible for the fiscal management of the program. The Assistant Director supervises the Nutrition Site Manager and oversees all programs and services at the Senior Center. Working with the City of San Bruno Finance Department, the Assistant Director receives detailed information from the EDEN financial system and works with Finance staff to monitor revenues and expenditures. The Assistant Director prepares invoices for Area Agency on Aging funds and maintains all records in a secure location at the Senior Center.

B. Budget Forms:

See attached budget forms

C. Financial Statement:

See attached audited financial statement

D. Match:

The City of San Bruno match for the proposed program is approximately 55% of the total Congregate Nutrition budget.

AGENCY

PROGRAM

FISCAL YEAR

City of San Bruno Senior Center

Congregate Nutrition

RFP 2013-15

SECTION 2,3,4,5

BUDGET ITEM	TOTAL BUDGET (a)	NON-MATCHING CONTRIBUTIONS		NSIP (d)	MATCHING CONTRIBUTIONS			COUNTY PROGRAM SUPPORT FUND (i)	PROJECT INCOME (h)	AAA (j)
		CASH (b)	IN-KIND (c)		CASH (e)	OTHER (f)	IN-KIND (g)			
2.1 SECTION 2 - TRAVEL & TRAINING										
Staff Travel miles x rate	0									
Conferences/Conventions	0									
Staff Training	0									
Vol. Travel: miles x rate	0									
2.1 - Subtotal	0	0	0	0	0	0	0	0	0	0
2.2 SECTION 3 - CAPITAL EQUIPMENT										
Capital Equipment (each item \$5000 or more)	0									
2.2 - Subtotal	0	0	0	0	0	0	0	0	0	0
2.3 SECTION 4 - CONSULTANTS										
Consultants	0									
2.3 - Subtotal	0	0	0	0	0	0	0	0	0	0
2.4 SECTION 5 - FOOD COSTS										
Catered Food 25,000 units @ \$6	150000			20400					30000	99600
Raw Food	0									
2.4 - Subtotal	150000	0	0	20400	0	0	0	30000	0	99600

TRANSPORTATION WORKPLAN GUIDELINES

I. PROGRAM SERVICE DESCRIPTION

A. Agency Background and Experience:

The San Bruno Senior Center is a division of the City of San Bruno Community Services Department. The department's mission is to "provide quality programs, places and services". The Senior Center accomplishes this by working to benefit the health and well being of people ages 50 and over. A majority of our clientele comes from San Bruno, Millbrae, South San Francisco and surrounding areas. For the past 29 years the center has operated a daily (Monday-Friday) congregate lunch and transportation program as well as a large variety of physical and enrichment activities for clients. The City of San Bruno has contracted with San Mateo County Area Agency on Aging to provide human service programs for older adults at the San Bruno Senior Center since 1983. The programs have included Transportation, Congregate Nutrition and Information and Referral. The City of San Bruno is currently under contract for Congregate Nutrition and Transportation services. This year, we will provide approximately 25,000 meals and 6,000 bus trips to and from the Senior Center. Numerous fundraisers are used to augment the county funds to enable us to provide our community with additional staff who register participants, help prepare the meals, provide additional transportation for special needs and provide our clients with information and referral. The lunch and transportation programs are funded by the City's general fund, OAA grant funds received by San Mateo County and donations. Classes and other programs are funded through user fees and donations. Examples of services include: health screenings, exercise classes, sports leagues, dances, craft classes, a computer club, and trips to local attractions. In addition to the classes and programs, there are opportunities for involvement in local government (Advisory Board and committees) and places in the facility to work on puzzles, play pool, cards, read the paper, watch television and socialize. The Senior Center shares its site with the San Bruno Nutrition Site Council, a non-profit agency whose goal is to support the congregate nutrition program and other services directly benefiting the senior population in San Bruno.

This year, our Human Services Specialist has assisted more than 1100 community members with housing information, legal assistance, health maintenance questions and programs, language/hearing interpretation, referrals for SASH and an independent shopping program (created by San Bruno volunteers), HICAP coordination, individual outreach to private homes, coordination with city services, "Rebuilding Together" referrals, general information, homeowners rebates, tax assistance, immigration questions and numerous referrals to San Mateo County social workers. HICAP, Mills Peninsula and AARP are outside organizations that utilize the Senior Center to provide

health insurance counseling, health screening and monthly membership meetings.

A. Targeted Populations and Linguistic Access:

The proposed transportation program will make the San Bruno Senior Center's Nutrition Site accessible to individuals who have special needs and cannot use public transportation or drive independently. The city recently replaced its 1998 Ford passenger van with a 2012 Ford E 450 20-passenger van, which is equipped with a wheelchair lift, making it possible for individuals who use wheelchairs to participate in the program. There are three van drivers so that there is always a back-up driver available. The drivers meet the minimum qualifications established by the California Department of Motor Vehicles, and receive driver education from the City of San Bruno including sensitivity training related to transporting seniors and adults with disabilities. The Human Services Specialist provides coordination and assistance with other organizations/agencies offering public and paratransit transportation to participants.

According to information acquired through county intake forms, the current breakdown of indicates that 60% of the people who use the San Bruno Senior Center for the congregate meal and other programs are seventy-five years or older; 24% have indicated that they live alone; 36% are at or below the Federal Poverty Level; 33% have minority status and 11% identify themselves as being functionally impaired. Funding for younger (50 – 59 years old) participants with disabilities is acquired through fundraising programs. Clients can access services in English, Spanish and Tagalog. A volunteer is also available to assist with Mandarin and Cantonese.

B. Proposed Service/Ability to Meet Program Requirements:

The van operates Monday through Friday picking passengers up at their homes at beginning at 9:00 am, and returning them to their door either after lunch or at 3 pm when Senior Center afternoon activities are over. There is a suggested donation of \$1.00 for each trip on the bus. A box is located in the front of the bus for participants to deposit their voluntary contributions. In the last two fiscal years, there were an average of 6,500 trips.

In addition to the regular route, the driver will makes daily stops on El Camino to pick up individuals who do not live in San Bruno and are able to use public transportation. The bus also stops at a local Senior Low-Income Housing complex to pick up residents so that they can participate in the Congregate Nutrition Program. Shopping trips are provided when time permits. The drivers remain at the Congregate Nutrition Program site throughout the day providing transportation assistance for special circumstances (illness of clients, unscheduled pick-up, training, maintenance).

In 2013, SamTrans will finalize recommendations to its service plan that include elimination of route 141 bus service to the senior center. In addition, as there is no senior transportation service currently available in the City of Millbrae, the City of San Bruno has added an additional stop, just over the border in Millbrae to take seniors to the congregate lunch program. With these changes, we anticipate an increase in one-way trips to 7,000.

C. Facility Site:

The Transportation Program would be located at the San Bruno Senior Center, 1555 Crystal Springs Road in San Bruno. The Senior Center was built in 1987 and is a 12,700 square foot facility with a 5,000 square foot dining room that overlooks a county park. The Senior Center facility is wheelchair accessible and ADA compliant. The Fire Department monitors the facility and the area around the facility to insure accessibility and safety with regards to patio doors, decks, passenger loading zones, kitchen and bathroom safety. The average daily participation will be approximately 20 people needing transportation to and from the facility. The average daily attendance for the Senior Center facility is approximately 250 individuals.

D. Coordination:

The San Bruno Senior Center Nutrition Site has a history of working with other agencies that serve the same population or provide similar services. Sam Trans Paratransit service coordinates with the San Bruno Senior Center to provide transportation to and from the Congregate Nutrition Site. There are also various Nursing Homes and Assistive Living Centers who transport clients to the Senior Center for a congregate lunch experience. HICAP has an office at the Senior Center so that clients can receive counseling. The Senior Focus Wellness Program provides health screening twice per month at the Senior Center. Staff attends meetings with other service providers within San Mateo County to coordinate and compare program and service needs and to receive direction from county staff on program requirements. Information and Referral staff coordinates with county staff making referrals and receiving guidance on specific client issues.

E. Outreach:

There is ongoing outreach to include clients who are monolingual, isolated and/or unaware of services. Staff speaks Chinese, Spanish, Tagalog and English. They are available to communicate with clients and support staff in outreach efforts. Program information is posted in each of the languages, and clients reach out to welcome members of their communities. As a result, there is a representation of various cultures using our services. In addition to the in-house outreach efforts, there is outreach via the various services that are offered at the

site. The Senior Center offers Tax Assistance to low-income individuals, we're involved in Family Services' Senior Employment Program, Health Insurance Counseling and all of our programs and services are advertised in a brochure that is distributed throughout the city. We also pick up residents from a low-income housing complex and post our bulletins in their lounge. With the proposed changes to the SamTrans route, we will also participate in multi-lingual outreach to SamTrans riders who come to the senior center on bus 141 and alert them to the existence of the transportation program so that they will have an alternative once the route is changed.

The funds that would support this program provide partial support to have a Human Resources Coordinator onsite. That position works closely with San Mateo County Social Services and provides the outreach that is needed to market Senior Center programs and services. The Human Resources Coordinator is available to provide clients and their families with information and resources about numerous agencies and programs to help people maintain their independence.

II. PROGRAM MANAGEMENT AND PLANNING

A. Staffing/Volunteers:

The Assistant Community Services Director will be responsible for day-to-day management of the program, and the City of San Bruno Public Works Department ensures that the vehicle is kept clean and properly maintained. All administrative requirements including reports from the California Highway Patrol and medical exam reports are kept current and available for examination. The Human Services Coordinator will serve as liaison to other services and programs. Volunteers answer the phone when clients call to arrange to be picked up. Additional on-site staff and volunteers are fluent in Spanish, Chinese and other languages. The Nutrition Site Manager and the Senior Center Recreation Services Manager are responsible for completing the weekly and monthly program reporting requirements. There are three van drivers so that back-up is available. An organization chart for the City of San Bruno is attached.

B. Data Reporting:

The City of San Bruno has been providing Aging and Adult Services with timely, accurate, confidential monthly and annual reports since the program began in 1979. The Assistant Community Services Director will continue to oversee the process of collecting and submitting information required on all forms. Daily unit of service data will be collected by staff and submitted to Aging and Adult Services by the 10th of each month. Electronic client and service data management will be used in the reporting of services. An Administrative Aide will

help staff input information in "Q" so that reports can be submitted in a timely manner.

C. Training:

Volunteer and staff training is an ongoing process of education and guidance from a variety of sources. The City of San Bruno Central Garage Manager provides training as needed for the drivers. He also ensures that City and State codes and requirements are met. All drivers have been trained in bus operation and in how to assist elderly and disabled passengers. They are provided refresher training on a regular basis. City of San Bruno Fire Department staff trains Senior Center staff in CPR and basic first aid. There is an AED device at the Senior Center and staff has been trained in its use.

D. Contingency Plans:

In the event that the full amount we are requesting from AAS is not received, the city of San Bruno will consider an assortment of contingency plans. A fee that reflects the actual cost of the transportation could replace the donation. The City could reduce the service to three times per week. If AAS funding were not provided, we could look at a variety of new fundraising techniques, including a mailing for donations and an additional day of Bingo.

E. Emergency Preparedness Plans:

The City of San Bruno has developed a comprehensive Emergency Preparedness Plan that includes all of the various departments within the City, including the Senior Center, the bus and the Congregate Nutrition Site. A specific plan for the Senior Center facility is attached.

F. Program Evaluation/Consumer Satisfaction:

Program effectiveness will be monitored through the use of surveys, committee work and personal communication between and among participants and staff. Aging and Adult Services will supply annual survey forms and conduct annual monitoring evaluations that help determine areas that need attention. A "Suggestion Box" is maintained and the contents reviewed and discussed at monthly Advisory Board meetings.

G. Cultural Competence:

The agency will continue to ensure cultural competence by providing programs and services that are culturally relevant and making certain that any language barriers are mitigated. Information regarding programs and services is provided in diverse languages.

H. Collaborative Service Planning:

San Bruno has a history of being involved in the planning and development of a community-wide system of services. Staff has been involved with Senior Center Directors of San Mateo County, the Nutrition Providers meetings, Quarterly County Providers meetings, Information and Referral meetings and strategic planning meetings. Staff coordinates with SamTrans Paratransit and monitors changes in public transportation and other municipal senior transportation programs. The Senior Center works with the county to provide annual flu shots. We work with Senior Focus for bi-monthly blood pressure and glucose screenings and an annual health screening. Each year, we sponsor "Step Out for Seniors," an event that pulls together several community groups to encourage participants to exercise and learn about ways to improve their health.

III. **FISCAL**

A. Fiscal Staff:

The Assistant Community Services Director is responsible for the fiscal management of the program. The Assistant Community Services Director supervises the bus drivers and oversees all programs and services at the Senior Center. He receives printouts from the City of San Bruno's finance Department, monitors reports from the City's automated financial system, EDEN, and prepares invoices for receiving Area Agency on Aging funds. All financial records are maintained with the City of San Bruno and client information is confidentially maintained at the senior center.

B. Budget forms:

See attached budget forms

C. Financial Statement:

See attached audited financial statement

D. Match:

The City of San Bruno match for the proposed transportation program is approximately 73% of the total budget.

SAN MATEO COUNTY AGING AND ADULT SERVICES CONTRACT BUDGET

AGENCY City of San Bruno

SUMMARY FOR Transportation

Annual RFP Budget 2013-15

BUDGET EFFECTIVE DATE: _____
 PROVIDER NAME: _____
 NAME OF PROGRAM: _____
 DATE PREPARED: _____

BUDGET ORIGINAL: X REVISION: _____
 CONTRACT PERIOD: July 1, 2013 to June 30, 2015
 UNIT COST REIMBURSABLE: _____ ACTUAL: _____
 BUDGET PREPARED BY: John Alita

APPROVED BY: _____

SUMMARY

PROGRAM/CATEGORIES	TOTAL BUDGET		NON-MATCHING CONTRIBUTIONS		NSIP FUND	MATCHING CONTRIBUTIONS			PROJECT INCOME	COUNTY PROGRAM SUPPORT FUND	AAA
	(a)=(b) to (j)	(i)	CONTRIBUTIONS			(d)	CASH	OTHER			
			(b)	(c)	(e)				(f)	(g)	
Program Management	34834	0	0	0	0	8929	0	0	6500	0	19405
Meals/Home Delivery	0	0	0	0	0	0	0	0	0	0	0
Other Services	15529	0	0	0	0	15529	0	0	0	0	0
GRAND TOTAL	50363	0	0	0	0	24458	0	0	6500	0	19405



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: January 8, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Klara A. Fabry, Public Services Director

SUBJECT: Hold Public Hearing, Waive First Reading and Introduce an Ordinance of the City of San Bruno Adding Chapter 10.25 (Reusable Bag Ordinance to Regulate the Distribution of Single-use Carryout Bags by Retail Establishments) to Title 10 (Municipal Services) of the San Bruno Municipal Code

BACKGROUND:

The City of San Bruno has long been concerned with the negative environmental impact caused by the widespread distribution of plastic bags. Nearly 20 billion plastic grocery bags are consumed annually in the State and according to Save the Bay, approximately 1 million plastic bags enter San Francisco Bay each year, causing significant harm to water quality and wildlife. Plastic bags entering the waste stream clog stormwater facilities, waterways and recycling equipment.

In response to the adverse environmental impacts caused by the widespread distribution of plastic bags and to facilitate a regional approach, the San Mateo County Department of Environmental Health took the lead on developing an ordinance that would prohibit retailers from issuing single-use plastic bags at the point of sale. City staff actively worked with the County and other jurisdictions in the development of the ordinance and the preparation of an Environmental Impact Report (EIR). The County coordinated this effort on behalf of eighteen cities in San Mateo County and six cities in Santa Clara County.

At the County Board of Supervisor study session to consider the main elements of the ordinance, public comments from stakeholders indicated a desire for a regional approach to this issue. The goal was to ensure uniform, consistent regulations in as broad a geographical area as possible. Additionally, for public health reasons, priority was placed on an exemption for produce bags and eating establishments selling prepared foods.

The County invited cities within San Mateo and Santa Clara counties to participate in the County's Environmental Impact Report (EIR) as "participating agencies". San Bruno was included in the scope of the EIR, with no cost to the City. This allows San Bruno to utilize the County prepared EIR to comply with the California Environmental Quality Act in the adoption of its own bag ordinance.

Staff from the County Department of Environmental Health, made a presentation to the City Council at its May 22, 2012 meeting. At that time, the City Council expressed interest in an ordinance banning single use bags on a county-wide basis.

DISCUSSION:

The intent of the proposed Reusable Bag Ordinance is to reduce the negative environmental impacts related to the use of single-use carryout bags and to promote a shift toward the use of reusable bags. The ordinance would regulate the distribution of paper and plastic single-use carryout bags by all retail establishments in San Bruno, including those selling clothing, food, and personal items directly to the customer. It would not apply to restaurants or non-profit charitable reuse organizations.

The ordinance would: (1) prohibit the free distribution of single-use carryout paper and plastic bags, and (2) require retail establishments to charge customers for recycled paper bags and reusable bags at the point of sale. The minimum charge would be ten cents (\$0.10) per paper bag until December 31, 2014 and twenty-five cents (\$0.25) per paper bag on or after January 1, 2015. Customers participating in the California Special Supplement Food Program for Women, Infants, and Children and the Supplemental Food Program may be furnished a recycled paper bag at no cost. A single-use plastic carryout bag is defined as a bag made from petroleum or bio-based plastic that is less than 2.25 mils thick (0.00225 inches). The ordinance would not prohibit the distribution of product bags, which are bags without handles provided to the customer to transport food from a department within a grocery store to the point of sale, to hold prescription medication dispensed from a pharmacy, or to segregate food or merchandise that could damage or contaminate other food or merchandise. Regulated retail establishments would be required to keep a complete and accurate record of the purchase and sale of any recycled paper or reusable bags for a minimum period of three years from the date of purchase and sale.

The ordinance would be effective beginning on April 22, 2013, giving stores and consumers time to comply with the ordinance and locate reusable bags as alternatives to carry purchases from stores. The County's Environmental Health Services Division would enforce regulations within the cities of San Mateo County that have adopted a comparable ordinance that vests the Environmental Health Services Division with such enforcement authority. The ordinance would be enforced by complaint response, as well as through random compliance visits by Environmental Health Specialists. Failure on the part of a retailer to comply with the ordinance would result in a \$100 fine for the first violation, increasing to \$200 for the second violation and up to \$500 for the third and subsequent violations.

Environmental Impacts

The Final Program EIR examined the potential environmental impacts associated with the adoption of the proposed ordinance in the Program EIR Study Area, consisting of eighteen cities in San Mateo County (including San Bruno), six cities in Santa Clara County and unincorporated San Mateo County. The Final Program EIR estimates the volume of current plastic bag usage within the Study Area at 552 million bags per year. With the proposed ordinance's regulations in effect, it is anticipated that 95 percent of that volume would be replaced by a combination of paper (165,879,409) and reusable (6,911,642) bags, leaving 27 million plastic bags still used each year. The Final Program EIR did not identify any significant impacts that require mitigation. In some situations, the impacts associated with the implementation of the proposed ordinance were found to be beneficial. The County certified the Final EIR at its October 23, 2012 meeting. It is recommended that the City Council adopt the Resolution making the CEQA findings and referencing the County adopted Final EIR prior to introduction of the Ordinance.

Schedule for Ordinance Review and Implementation:

If the City Council introduces the ordinance at this hearing, the item will be scheduled for second reading at the January 22, 2013 City Council meeting. Implementation of the ordinance will track the County's ordinance for consistency and ease of education/enforcement as follows:

Ordinance Implementation Schedule	
Proposed Effective Date of Ordinance (Earth Day 2013)	April 22, 2013
Minimum Charge of Ten Cents (\$0.10) per Recycled Paper Bag	April 22, 2013 – December 31, 2014
Minimum Charge of Twenty-Five Cents (\$0.25) per Recycled Paper Bag	January 1, 2015

Outreach:

County Staff conducted seven public meetings throughout the County in the lead up to the County adoption of the EIR and the ordinance. The County also prepared a "Bag It" movie that is available for cities and libraries to schedule showings. The San Bruno City Council discussed the possible regulations at its May 22, 2012 meeting, which has been televised and is available for public review. An article announcing the proposed ordinance was included in the Fall 2012 Focus report.

In addition to the public meetings conducted by the County, San Bruno City staff, in partnership with the County, will conduct one informational meeting for retail businesses and two informational meetings for residents. In partnership with the San Bruno Chamber of Commerce, the City will host the retail businesses informational meeting the morning of Wednesday, January 16, 2013. (In late December nearly 1,000 letters were mailed to San Bruno retail business announcing the January 8, 2013 City Council meeting as well as the January 16, 2013 informational meeting.) Staff will also provide for our residents an overview of the ordinance at two community meetings, scheduled on Thursday, January 17, 2013 and early February 2013. Staff will issue a press release announcing these meetings and the framework of the proposed ordinance, as well as produce announcements on Cable TV and the City's website.

If the City Council adopts the proposed ordinance, City and County Staff would respond to questions from retailers and residents and follow-up with personal visits to the retail establishments.

FISCAL IMPACT:

There is no direct cost to the City with the adoption of this ordinance. Expenses related to outreach will be paid for by the County Department of Environmental Health. City staff time for outreach coordination will be charged to the Public Services Department.

ALTERNATIVES:

The City Council could adopt the ordinance as presented, request modification to the ordinance or not adopt the ordinance at this time.

RECOMMENDATION:

Hold Public Hearing, Waive First Reading and introduce an ordinance of the City of San Bruno adding Chapter 10.25 (Reusable Bag Ordinance to Regulate the Distribution of Single-use Carryout Bags by Retail Establishments) to Title 10 (Municipal Services) of the San Bruno Municipal Code.

ATTACHMENTS:

1. Resolution of CEQA findings
2. Ordinance

DISTRIBUTION:

None

DATE PREPARED:

December 19, 2012

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013-___

RESOLUTION MAKING CEQA FINDINGS FOR ADOPTION OF
CHAPTER 10.25 TO THE SAN BRUNO MUNICIPAL CODE,
REGARDING A REUSABLE BAG ORDINANCE

The City Council of the City of San Bruno does hereby resolve as follows:

1. Background

(a) Single-use carry-out bags constitute a high percentage of litter, which is unsightly, costly to clean up, and causes negative environmental impacts.

(b) The City of San Bruno ("City") has a substantial interest in protecting its residents and the environment from negative impacts from plastic carry-out bags.

(c) Adoption of an ordinance regarding reusable bags is considered a "project" for purposes of the California Environmental Quality Act, Public Resources Code sections 21000 *et seq.* ("CEQA").

(d) The County of San Mateo ("County") prepared a proposed reusable bag ordinance, and has encouraged cities within the County and neighboring the County to adopt similar ordinances.

(e) On October 23, 2012, the San Mateo County Board of Supervisors certified, pursuant to CEQA Guidelines, a Program Environmental Impact Report ("EIR"), which analyzed the impacts of a proposed reusable bag ordinance which banned single-use carry-out bags from stores, while requiring stores that provide reusable bags to charge customers a fee for each reusable bag.

(f) The EIR specifically analyzed the environmental impacts if the proposed ordinance were adopted by the County of San Mateo, eighteen cities within San Mateo County, including the Town, and six cities within the County of Santa Clara, within their respective jurisdictions.

(g) The City Council has examined its proposed ordinance to determine whether additional environmental review is required.

2. Findings

Based on the entirety of the record, the City Council of the City of San Bruno hereby finds as follows:

(a) The recitals in the foregoing Background section are true and correct, and incorporated herein by reference;

(b) The Program Environmental Impact Report consists of the draft EIR analyzing the impacts of a reusable bag ordinance if adopted in cities throughout San Mateo County, including the Town, and in neighboring jurisdictions; all comments and responses to the EIR; all reports, minutes and public testimony submitted as part of the County's consideration of the EIR; all reports, minutes and public testimony submitted as part of the City Council's meeting on January

8, 2013; and any other evidence (within the meaning of Public Resources Code sections 21080 and 21082.2) received by the Town;

(c) The documents and other material constituting the record of these proceedings are located at the City Clerk's office, 567 El Camino Real, San Bruno, California;

(d) Adoption of the proposed ordinance by the City Council is an activity within the scope of the program examined in the program EIR and is within the scope of the project described in the County's Final Program EIR (CEQA Guideline §15168(c)(1)). Specifically,

(i) The City proposes to adopt an ordinance that is textually identical to the Reusable Bag Ordinance adopted by the County of San Mateo on November 6, 2012 in all respects other conforming changes, e.g., the name of the jurisdiction, date of adoption, replacing the list of administrative penalties with a reference to another section with that same information, and references to city officials and departments;

(ii) The City is listed as a participating agency in the Initial Study and Final Program EIR that was certified by the San Mateo County Board of Supervisors in connection with the County's adoption of the Reusable Bag Ordinance.

(iii) There are no site-specific operations required by the City's adoption of its ordinance that are anticipated to create environmental effects different from those covered by the Final Program EIR.

(e) None of the conditions listed in 14 California Code of Regulations, sections 15162(a) and 15163 are applicable to the City's adoption of the proposed ordinance. These conditions include (1) changes in the project or in the circumstances under which it is undertaken that require evaluation of new significant environmental effects and (2) the availability of new information relating to significant effects or mitigation measures that was not known and could not have been known when the previous EIR was prepared.

(f) No new environmental effects could occur, no new mitigation measures are required due to events occurring after the program EIR was certified, and thus no additional environmental document is required. (CEQA Guideline §15168(c)(2).) In making this determination, the City has evaluated whether any of the conditions in CEQA Guideline §15162 would trigger the need for further CEQA review.

(g) As explained in Exhibit A hereto, which is incorporated herein by this reference, if the proposed reusable bag ordinance is adopted by the City, it will not result in any significant effect on the environment, will not be growth-inducing, and will not result in significant irreversible changes to the environment; and

(h) There are no feasible alternatives or mitigation measures that would substantially lessen or avoid any significant effects the project would have on the environment.

Dated: January 8, 2013

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 8th day of January 2013 by the following vote:

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

ORDINANCE NO. 2013-___

**ORDINANCE OF THE CITY COUNCIL OF CITY OF SAN
BRUNO ADDING CHAPTER 10.25 TO THE MUNICIPAL CODE
REGARDING REUSABLE BAGS**

WHEREAS, single-use carryout bags constitute a high percentage of litter, which is unsightly, costly to clean up, and causes serious negative environmental impacts; and

WHEREAS, the City has a substantial interest in protecting its residents and the environment from negative impacts from plastic carryout bags; and

WHEREAS, on October 23, 2012, 2012 the San Mateo County Board of Supervisors approved an Environmental Impact Report ("EIR") and adopted an ordinance banning single-use carryout bags from stores, while requiring stores that provide reusable bags to charge customers ten cents (\$.10) per bag; and

WHEREAS, County's ordinance encouraged cities within and neighboring the County to adopt similar ordinances and the County's EIR specifically analyzed the possibility of 24 cities (18 cities within San Mateo County and 6 cities in Santa Clara County) adopting the County's ordinance within their own jurisdictions; and

WHEREAS, San Bruno intends this Ordinance to fall within the scope of the County's EIR and has therefore modeled this Ordinance on the County's ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN BRUNO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. MUNICIPAL CODE AMENDMENT. Chapter 10.25 "Reusable Bags" is hereby added to the San Bruno Municipal Code to read as follows:

Chapter 10.25 Reusable Bags

- 10.25.010 Findings and Purpose**
- 10.25.020 Definitions**
- 10.25.030 Implementation Date**
- 10.25.040 Single-use Carry-out Bag**
- 10.25.050 Recordkeeping and Inspection**
- 10.25.060 Administrative Fine**
- 10.25.070 Severability**
- 10.25.080 Enforcement**

10.25.10 Findings and Purpose

The City Council finds and determines that:

- A. The use of single-use carryout bags by consumers at retail establishments is detrimental to the environment, public health and welfare.
- B. The manufacture and distribution of single-use carryout bags requires utilization of natural resources and results in the generation of greenhouse gas emissions.
- C. Single-use carryout bags contribute to environmental problems, including litter in storm drains, creeks, the bay and the ocean.
- D. Single-use carryout bags provided by retail establishments impose unseen costs on consumers, local governments, the state and taxpayers and constitute a public nuisance. This City Council does, accordingly, find and declare that it should restrict the use of single-use carryout bags.

10.25.020 Definitions

"Customer" means any person obtaining goods from a retail establishment.

"Garment Bag" means a travel bag made of pliable, durable material with or without a handle, designed to hang straight or fold double and used to carry suits, dresses, coats, or the like without crushing or wrinkling the same.

"Nonprofit charitable reuser" means a charitable organization, as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than fifty percent of its revenues from the handling and sale of those donated goods or materials.

"Person" means any natural person, firm, corporation, partnership, or other organization or group however organized.

"Prepared food" means foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. "Prepared food" does not include any raw, uncooked meat product or fruits or vegetables which are chopped, squeezed, or mixed.

"Public eating establishment" means a restaurant, take-out food establishment, or any other business that receives ninety percent or more of its revenue from the sale of prepared food to be eaten on or off its premises.

"Recycled paper bag" means a paper bag provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent post-consumer recycled content; is one hundred percent recyclable; and has printed in a highly visible manner

on the outside of the bag the words "Reusable" and "Recyclable," the name and location of the manufacturer, and the percentage of post-consumer recycled content.

"Retail establishment" means any commercial establishment that sells perishable or nonperishable goods including, but not limited to, clothing, food, and personal items directly to the customer; and is located within or doing business within the geographical limits of the City of San Bruno. "Retail establishment" does not include public eating establishments or nonprofit charitable reusers.

"Reusable bag" means either a bag made of cloth or other machine washable fabric that has handles, or a durable plastic bag with handles that is at least 2.25 mil thick and is specifically designed and manufactured for multiple reuse. A garment bag may meet the above criteria regardless of whether it has handles or not.

"Single-use carry-out bag" means a bag other than a reusable bag provided at the check stand, cash register, point of sale or other point of departure, including departments within a store, for the purpose of transporting food or merchandise out of the establishment. "Single-use carry-out bags" do not include bags without handles provided to the customer: (1) to transport prepared food, produce, bulk food or meat from a department within a store to the point of sale; (2) to hold prescription medication dispensed from a pharmacy; or (3) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a reusable bag or recycled paper bag

10.25.030 Implementation Date

The provisions of this Chapter shall not be implemented until April 22, 2013.

10.25.040 Single-use carry-out bag

A. No retail establishment shall provide a single-use carry-out bag to a customer, at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment except as provided in this section.

B. On or before December 31, 2014 a retail establishment may only make recycled paper bags or reusable bags available to customers if the retailer charges a minimum of ten cents.

C. On or after January 1, 2015 a retail establishment may only make recycled paper bags or reusable bags available to customers if the retailer charges a minimum of twenty-five cents.

D. Notwithstanding this section, no retail establishment may make available for sale a recycled paper bag or a reusable bag unless the amount of the sale of such bag is separately itemized on the sale receipt.

E. A retail establishment may provide one or more recycled paper bags at no cost to any of the following individuals: a customer participating in the California Special Supplement Food

Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code; a customer participating in the Supplemental Food Program pursuant to Chapter 10 (commencing with Section 15500) of Part 3 of Division 9 of the California Welfare and Institutions Code; and a customer participating in CalFresh pursuant to Chapter 10 (commencing with Section 18900) of Part 6 of Division 9 of the California Welfare and Institutions Code.

10.25.050 Recordkeeping and Inspection

Every retail establishment shall keep complete and accurate record or documents of the purchase and sale of any recycled paper bag or reusable bag by the retail establishment, for a minimum period of three years from the date of purchase and sale, which record shall be available for inspection at no cost to the City of San Bruno or San Mateo County Environmental Health Division during regular business hours by any City or San Mateo County Environmental Health Division employee authorized to enforce this part. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be available at the retail establishment address. The provision of false information including incomplete records or documents to the City or San Mateo County Environmental Health Division shall be a violation of this Chapter.

10.25.060 Administrative fine

A. Grounds for Fine. A fine may be imposed upon findings made by the Director of the San Mateo County Environmental Health Division, or his or her designee, that any retail establishment has provided a single-use carry-out bag to a customer in violation of this Chapter.

B. Amount of Fine. Upon findings made under subsection (a), the retail establishment shall be subject to an administrative fine as follows:

- (1) A fine not exceeding one hundred dollars (\$100.00) for a first violation;
- (2) A fine not exceeding two hundred dollars (\$200.00) for a second violation;
- (3) A fine not exceeding five hundred dollars (\$500) for the third and subsequent violations;
- (4) Each day that a retail establishment has provided single-use carry-out bags to a customer constitutes a separate violation.

C. Fine Procedures. Notice of the fine shall be served on the retail establishment. The notice shall contain an advisement of the right to request a hearing before the Director of the San Mateo County Environmental Health Division or his or her designee contesting the imposition of the fine. The grounds for the contest shall be that the retail establishment did not provide a single-use carry-out bag to any customer. Said hearing must be requested within ten

days of the date appearing on the notice of the fine. The decision of the Director of the San Mateo County Environmental Health Division shall be based upon a finding that the above listed ground for a contest has been met and shall be a final administrative order, with no administrative right of appeal.

D. Failure to Pay Fine. If said fine is not paid within 30 days from the date appearing on the notice of the fine or of the notice of determination of the Director of the San Mateo County Environmental Health Division or his or her designee after the hearing, the fine shall be referred to a collection agency.

10.25.070 Severability

If any provision of this Chapter or the application of such provision to any person or in any circumstances shall be held invalid, the remainder of this Chapter, or the application of such provision to person or in circumstances other than those as to which it is held invalid, shall not be affected thereby.

10.25.080 Enforcement

A. The San Mateo County Environmental Health Division is hereby authorized and directed to enforce the provisions of this Chapter within the geographical limits of the City of San Bruno.

B. The authorization granted by subsection (A) of this section, includes, without limitation, the authority to hold hearings and issue administrative fines for violations of this Chapter within the geographical limits of the City of San Bruno.

C. Enforcement will begin effective April 22, 2013.

SECTION 2. SEVERABILITY. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, it is the intent of the City Council that such invalid provision be severed from the remaining provisions of the ordinance.

SECTION 3. CEQA REVIEW. On October 23, 2012, the County of San Mateo adopted a Program Environmental Impact Report ("EIR") that analyzed the impacts of this reusable bag ordinance if adopted in cities throughout the County of San Mateo as well as neighboring jurisdictions. The EIR was adopted pursuant to the California Environmental Quality Act, Public Resources Code section 21000 *et seq.* ("CEQA") and the CEQA Guidelines, California Code of Regulations, Title 14, Section 15000 *et seq.* It is incorporated by reference herein.

Pursuant to Section 15096 of the CEQA Guidelines, the City of San Bruno acts as a responsible agency for adoption of this ordinance within the City of San Bruno. Upon independent review of the EIR and all the evidence before it, the City Council makes the following findings:

- 1) The Final Program Environmental Impact Report is complete, correct, adequate, and prepared in accordance with CEQA, CEQA Guidelines, and the public comment period; and
- 2) On the basis of the Initial Study, Notice of Preparation, Final Program Environmental Impact Report, and public comment received by both the County of San Mateo and the City of San Bruno, there is no substantial evidence that the project as proposed will have a significant effect on the environment; and
- 3) Adoption of this ordinance and analysis of the EIR reflects the independent judgment of the City Council of the City of San Bruno; and
- 4) A Notice of Determination shall be filed pursuant to CEQA Guidelines sections 15094 and 15096.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective thirty (30) days from the passage date thereof.

ATTEST:

Carol Bonner, City Clerk

Jim Ruane, Mayor

APPROVED AS TO FORM

Marc Zafferano, City Attorney

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I, hereby certify that the foregoing Ordinance No. ____ was introduced on _____, 2013, and adopted at a regular meeting of the San Bruno City Council on _____, 2013 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Carol Bonner, City Clerk



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: January 8, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Mark Sullivan, Interim Community Development Director
SUBJECT: Adopt Resolution Acknowledging Participation in the San Mateo County Sub-region for the Regional Housing Needs Allocation Process (RHNA) and Acceptance of the Assigned Housing Share

BACKGROUND

The Association of Bay Area Government (ABAG) is required by State law to administer the Regional Housing Needs Allocation (RHNA) program in the Bay Area. The State Housing and Community Development Department (HCD) issues the regional housing need determination to ABAG for distribution to the jurisdictions within the region as their individual RHNA numbers. These RHNA numbers are then used as "targets" in the state-mandated housing elements.

State law allows cities within the County to join together to form a "sub-region" to administer the RHNA program at the local level. The San Bruno City Council authorized becoming a member of the San Mateo County sub-region by adoption of Resolution 2011-07 on January 25, 2011. All 21 jurisdictions in the county are participating in the sub-region RHNA process, and C/CAG is managing the process. San Bruno participated in the sub-regional RHNA process in the last housing element cycle.

A Policy Advisory Committee (PAC) and Technical Advisory Committee (TAC) with representatives from each of the 21 jurisdictions have been meeting since March 2011 to develop the methodology to determine proposed RHNA distribution. A final methodology was submitted to ABAG on July 26, 2012. A proposed draft allocation of housing shares was then determined, which the PAC unanimously approved on September 20, 2012. The adopted methodology includes an opportunity for any city or the County to negotiate adjustments in their assigned housing allocation with a willing partner. Trades can be negotiated up until June 18, 2013 when ABAG formally adopts the sub-regional allocation for San Mateo County.

Relationship to SB 375 and Sustainable Communities Strategy

California's Sustainable Communities and Climate Protection Act of 2008 (SB 375) seeks to reduce greenhouse gas emissions from passenger vehicles through integrated transportation, land use, housing and environmental planning. SB 375 requires ABAG to

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prepare a "sustainable communities strategy (SCS)" that plans for a development pattern that accommodates the region's future employment and housing needs. SB 375 requires consistency between the RHNA and the development pattern of the SCS.

The goals of SB 375 also include coordination of the RHNA and SCS with the Regional Transportation Plan. This will be implemented through the One Bay Area Grant (OBAG) program for transportation funding, which requires that 70% of the OBAG funds in larger counties such as San Mateo County go to projects that serve Priority Development Areas (PDAs), which are generally located along major transportation corridors. San Bruno's Transit Corridors Plan area is a PDA.

Jurisdictions must have a certified Housing Element and a Complete Streets Policy or compliant general plan in order to participate in the OBAG program. San Bruno's current Housing Element was certified in June 2010. San Bruno adopted a Complete Streets Policy on December 11, 2012 and applied for \$1.45 million in One Bay Area Grant funds for improvements to local streets.

DISCUSSION

The City Council is being asked to accept the proposed RHNA allocation that has been developed in the sub-region RHNA effort. The RHNA will establish targets for housing sites in the Housing Element for the 2014-2022 planning period. It should be noted that the Housing Element requires the City to identify sufficient housing sites to accommodate the RHNA allocation, but does not require the production of the housing units. The proposed allocation for San Bruno is:

Proposed San Bruno RHNA: 2014-2022

	2014-2022 Allocation
Very-low income	358
Low income	161
Moderate income	205
Above moderate income	431
Total	1,155

Staff participated in the TAC meetings and recommends acceptance of the proposed allocation of 1,155 units, because the City has the ability to accommodate those units. If San Bruno had not participated in the sub-region process, the City would have received a higher allocation from ABAG. The proposed RHNA for 2014-2022 is 182 units higher than the previous RHNA for 2007-2014 (973 units) in the current Housing Element (2010). This is because of zoning changes that will allow multifamily housing development along El Camino Real and San Bruno Avenue, concentrated around the new Caltrain Station, consistent with the 2009 General Plan and Transit Corridors Plan, where only commercial uses are currently permitted. Each city in the county has unique land use circumstances related to potential housing sites, so that the RHNA allocation

does not necessarily correspond to a city's population in proportion to the county population.

The RHNA process includes time periods for comments and appeals with the final approval by ABAG by June 18, 2013. The Housing Element for the 2014-2022 planning period must be adopted by December 2014. Acceptance of the RHNA numbers will allow this effort to proceed. Staff is working to ensure that the preparation of the 2014-2022 Housing Element is as cost effective as possible, including:

- Complete the Housing Element on time in order to qualify to be on eight-year Housing Element update schedule instead of a four-year schedule.
- Qualify for streamlined review, an option provided by the State HCD for updates of certified Housing Elements that can show compliance with the previously adopted policies and programs. In 2013, staff will bring ordinances and resolutions to the Planning Commission and City Council to implement several of the current Housing Element policies, including:
 - regulations for emergency shelters
 - reasonable accommodation/flexibility for zoning and land use regulations
 - completion of the Transit Corridors Plan
- Participate in the "21 Elements" effort coordinated by C/CAG, similar to the previous Housing Element cycle, where much of the base data is prepared by a single consultant for use in the Housing Elements in the 21 jurisdictions.

FISCAL IMPACT

No direct impact. However, City staff will work with the County Housing Department and C/CAG staff on the RHNA process and Housing Element update.

ALTERNATIVES

1. Do not approve the Resolution.
2. Direct staff to appeal final proposed allocation numbers pursuant to California Government Code Section 66584.05(d)

RECOMMENDATION

Adopt Resolution Acknowledging Participation in the San Mateo County Sub-region for the Regional Housing Needs Allocation Process (RHNA) and Acceptance of the Assigned Housing Share

ATTACHMENTS

1. Resolution with Exhibit "A" Accepting RHNA for San Bruno

DATE PREPARED

December 17, 2012

REVIEWED BY

_____ CM

RESOLUTION NO. 2013-

**RESOLUTION RECOGNIZING THE PARTICIPATION OF THE CITY OF SAN BRUNO
IN THE SAN MATEO COUNTY SUBREGION FOR THE REGIONAL HOUSING
NEEDS ALLOCATION PROCESS AND ACCEPTANCE OF THE ALLOCATION
ASSIGNED BY THE SUBREGION FOR THE CITY OF SAN BRUNO**

WHEREAS, the Association of Bay Areas Governments (ABAG) is required by State law to administer the Regional Housing Needs Allocation (RHNA) process in the Bay Area; and,

WHEREAS, under State law ABAG may delegate administration of the program to local jurisdictions within any county that form a sub-region for the purposes of distributing housing need allocations among the members of the sub-region; and,

WHEREAS, all the cities in San Mateo County and the County of San Mateo adopted resolutions to form a Sub-region that was approved subsequently by ABAG in March 2011; and,

WHEREAS, the Sub-region has completed the process to develop the proposed Final Allocation attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the City of San Bruno acknowledges its participation in the San Mateo County Sub-regional Housing Needs Allocation process and hereby accepts the proposed Final Allocation for the City of San Bruno for use in its Housing Element as the planning target for housing development for the planning period running from 2014 through 2022; and hereby agrees to the submittal of the Final Housing Allocation to the Association of Bay Area Governments by the Executive Director of the City/County Association of Governments of San Mateo County, or designated agent, as administrative agent for the Sub-region.

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I hereby certify that foregoing **Resolution No. 2013 -**
was introduced and adopted by the San Bruno City Council at a regular meeting
on January 8, 2013, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk

Revised: 19NOV12	Draft Sub-Regional Allocation	Consensus Method: Use Regional Affordability Allocations with all Varlance Concentrated in Above Moderate category, with some adjustments.			
San Mateo County RHNA Subregion Recommended Proposed Final Allocation	TOTAL	UNITS			
		Very Low	Low	Mod.	Above Mod.
Atherton	93	35	26	29	3
Belmont	468	116	63	67	222
Brisbane	83	25	13	15	30
Burlingame	863	276	144	155	288
Colma	59	20	8	9	22
Daly City	1,350	400	188	221	541
East Palo Alto	467	64	54	83	266
Foster City	430	148	87	76	119
Half Moon Bay	240	52	31	36	121
Hillsborough	91	32	17	21	21
Menlo Park	655	233	129	143	150
Millbrae	663	193	101	112	257
Pacifica	413	121	68	70	154
Portola Valley	64	21	15	15	13
Redwood City	2,789	706	429	502	1152
San Bruno	1,155	358	161	205	431
San Carlos	596	195	107	111	183
San Mateo	3,100	859	469	530	1242
South San Francisco	1,864	565	281	313	705
Woodside	62	23	13	15	11
San Mateo Co. Uninc	914	153	103	103	555
Total	16,419	4595	2507	2831	6486
Countywide Requirement	16,418	4595	2507	2830	6486



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: January 8, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Klara A. Fabry, Public Services Director
Randy Schwartz, Community Services Director

SUBJECT: Receive Report and Provide Direction to Staff on the Civic Center Painting Project

BACKGROUND:

The Civic Center Painting Project includes repainting the exteriors of City Hall, Fire Station 51 and the City Library including the brick walls, planter boxes and fences. A professional color consultant was retained in 2008 to work with the City Council ad hoc committee to develop a six-palette color scheme for the painting project.

The Civic Center Painting Project was bid in August 2008 and the City Council rejected all bids in September 2008. The rejection of bids was due to a wide range in the bid prices and lack of confidence in the low bidder's ability to complete the work. The project was subsequently put on hold during the economic downturn. Due to the continued deterioration causing additional damage to the Civic Center's exterior, the painting project has been included in the 2012-17 Capital Improvement Program Budget with work anticipated in Spring 2013.

DISCUSSION:

The color palette for the Civic Center as developed by the color consultant retained in 2008 involves six new paint colors and an identification sign. The body of the buildings is proposed to be painted "Grey Birch" (light grey-green color) with the columns and brickwork painted "Khaki Green" and the windows and door casings, sills and exterior ceilings and soffits painted "Pale Ivory". Additional accent colors are proposed with the fascia being painted "Black Forest Green," the roof flashings being painted "Oxblood shade" (deep brown/red color) and the brick wall caps being painted "Allentown Green" (darker green color).

The project will include surface preparation consisting of power washing and stripping away of peeling/blistered paint, sanding and priming of exposed surfaces and reapplication of surface appropriate primer and finish paint. The current paint contains lead, which will require additional abatement efforts by the contractor, including the need of EPA certified staff for the removal and abatement during the preparation work. The Contractor will prepare a Lead Compliance Plan including special precautions and safety procedures to be implemented during the paint removal and disposal to assure the safety of City employees and the general public.

The City has received a proposal in the amount of \$2,075 for clearing and cutting back the vegetation surrounding the three buildings prior to the start of the painting project. The project will require adequate protection of non-painted surfaces and provisions to ensure that public access to the buildings will be maintained throughout the course of the project, including ingress

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and egress for the Fire Station. Furthermore, the shrubbery at the El Camino Real entrance to City Hall will be trimmed to achieve a proper balance on both sides of the entry.

The bid documents for this project include a base bid and two bid alternatives. The base bid is for the painting of the three buildings and cleaning and painting the brick surfaces.

Bid Alternate No. 1 would include applying a smooth stucco finish over the existing brick walls and planter boxes prior to painting these surfaces "Khaki Green", with the retaining wall caps and handrails painted "Allentown Green".

Bid Alternate No. 2 would include additional painting of the relief sculpture on the Library building wall facing El Camino Real. The painting consultant recommends utilizing the colors from the painting palette to accentuate this wall sculpture. If this alternate is not chosen, the sculpture will be painted the same color as the body of the building (the wall sculpture is currently painted the same color as the body of the building).

All of the existing signage is proposed to remain on the buildings. One new identification sign is proposed for City Hall at the lower brick wall facing El Camino Real. The sign is generally proposed with "Oxblood Shade" as the border color with "Black Forest Green" as the background color and "GL 22 Karat Patent Gold Leaf" for the sign lettering. Details of the sign are still under development but prior to fabrication, staff will review the shop drawings showing dimensions, thicknesses, font sizes and color samples.

Once the City Council provides input, staff will finalize the appropriate bid documents and advertise the project. The project will come back to the City Council in early 2013 for award of the construction contract.

FISCAL IMPACT:

This project is funded with \$135,898 in the 2012-17 Capital Improvement Project Budget. The estimate for the project is \$105,000 for construction, \$15,000 for the construction contingency, \$15,000 for project management and inspection and \$5,000 for landscape work.

ALTERNATIVES:

1. Revise color palette.
2. Limit stucco placement only to the bricks at the El Camino Real entry stairs.
3. Defer the project.

RECOMMENDATION:

Receive report for the Civic Center Painting Project.

DISTRIBUTION:

None

ATTACHMENTS:

1. Color Samples for the Civic Center Paint Project
2. Exterior Paint Color Proposal

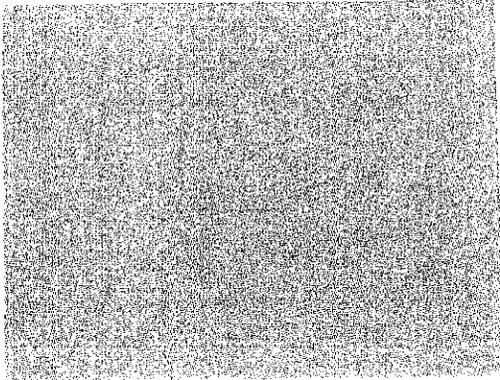
DATE PREPARED:

December 26, 2012

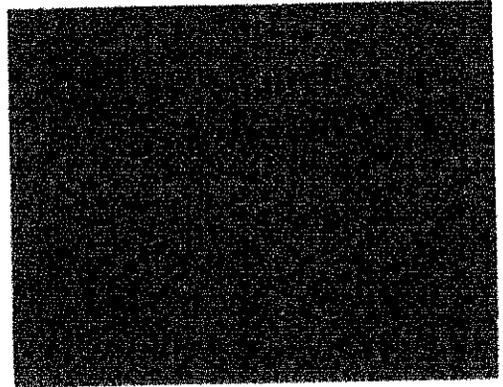
REVIEWED BY:

_____ CM

COLOR SAMPLES



Grey Birch



Khaki Green



Black Forest Green

Pale Ivory



Oxblood Shade

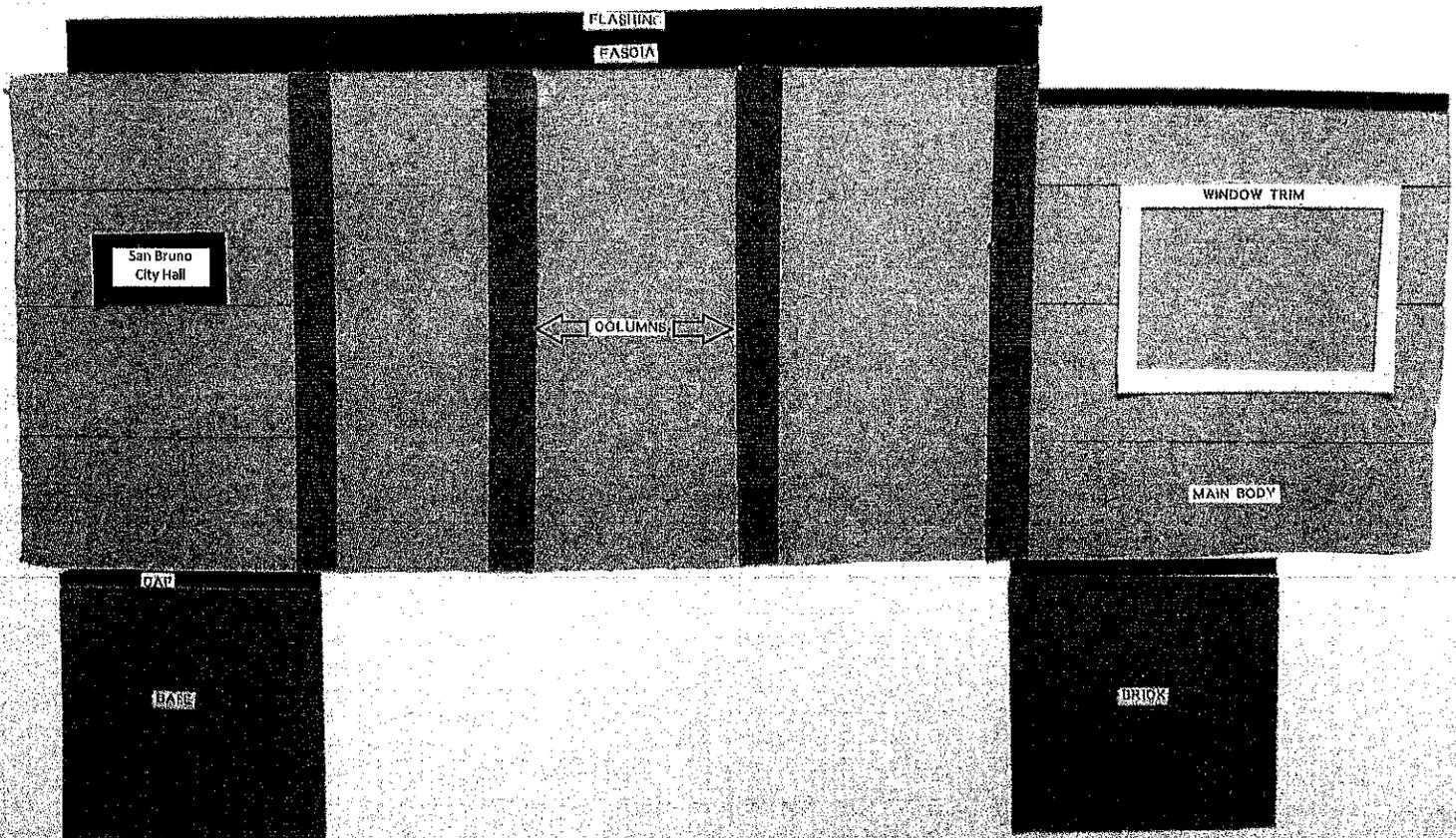


Allentown Green

Board with actual color samples will be on display at the City Council meeting

SAN BRUNO CITY HALL

EXTERIOR PAINT COLOR PROPOSAL





**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: January 8, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Klara A. Fabry, Public Services Director

SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Consultant Engineering Services Contract with West Yost Associates to Provide Engineering Services for Pressure Regulating Stations on SFPUC Service Connections Project in an Amount Not-to-Exceed \$120,860

BACKGROUND:

The City's water distribution system currently includes 13 pressure-regulating stations. Typically, each pressure regulating station is equipped with pressure regulating valves that regulate the water from higher-pressure zones into lower-pressure zones, or can increase the flow and pressure when needed, keeping the system pressure at a needed limit and to protect the water infrastructure.

San Francisco Public Utilities Commission (SFPUC) supplies water to the City from two parallel water mains from the Hetch-Hetchy System, a 66-inch and a 54-inch pipeline. The City has five SFPUC water supply turnout locations, two at the intersection of Sneath Lane and Cherry Avenue, one at the rear of the Bayhill Shopping Center, one at the intersection of Courtland Drive and Whitman Way and one at the intersection of Sneath Lane and National Avenue. Of these five turnouts, only the Sneath Lane/National Avenue turnout, which supplies Tanforan Mall with fire flow, has a pressure-regulating station. The remaining four turnouts are currently unregulated with static pressures up to 160 pounds per square inch (psi). The normal system operating pressure is around 80-100 psi.

This project plans to install two pressure-regulating stations at the intersection of Sneath Lane/Cherry Avenue and one at the Bayhill Shopping Center site. Static pressures at these locations fluctuate at around 160 psi, well above the designed operating conditions of the existing water distribution system. The Whitman Way turnout is not in the scope of this project since static pressures at that location are within normal operating conditions at around 86 psi.

Implementation of this project will provide a reliable maximum operating pressure and additional protection for the City's water infrastructure system. The pressure reduction would also improve the efficiency of the water distribution system since the wells and pump stations would no longer have to pump against a higher-pressure system. As an example, the design of the Well 15 Replacement Project, which is planned to start in early 2013, will be based on the normal operating range of 80-100 psi. As a result, there will be a reduction in operating costs due to energy savings because the well motor would not have to pump

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against a higher-pressure system. In addition, there will be reduction in capital costs for Well 15 since the equipment could be of a lower pressure rating.

DISCUSSION:

The City requested proposals for design services for two pressure regulating stations on SFPUC Service Connections Project in August 2012. Two proposals were received; one from West Yost Associates in the amount of \$120,860 and another from Erler & Kalinowski, Inc./Carollo Engineers joint venture in the amount of \$173,900. Staff conducted an evaluation of the proposals and selected West Yost Associates for the Regulators on SFPUC Service Connections Project.

West Yost has successfully designed two pressure-regulating stations for the Crestmoor Neighborhood Reconstruction Phase I project and is currently under contract with the City for the Water Master Plan Project. West Yost understands the City's water system and their performance on the Water Master Plan was excellent in terms of their attention to details, follow-up on issues, and being on time and on budget.

The cost for the consultant services agreement for this work is \$120,860. The scope of work includes a hydraulic evaluation, preparation of a technical memorandum, final design and surveying, and construction support services. This amount is inline with the original design estimate of \$120,000. The design process is approximately 3 months followed by a six-month construction period. Award of a design contract is not subject to environmental review under CEQA. Once the final approach and the design for the two projects are identified, staff will prepare the appropriate environmental review document for recordation under the CEQA guidelines.

FISCAL IMPACT:

The Regulators on SFPUC Service Connections Project is an established Capital Improvement Project with an appropriation of \$400,000 from the Water Capital Fund. The proposed design contract with West Yost Associates is for \$120,860.

The estimated total cost for the project is as follows:

Design Contract	\$ 120,860
Estimated Construction contract	\$ 200,000
Estimated Staff Management and Inspection for design & construction	\$ 50,000
Estimated Contingency	\$ 30,000
Total Current Estimate:	\$ 400,860

Funds Available per 2012-13 CIP:	\$ 400,000
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It should be noted that the construction estimate of \$200,000 might need to be increased based on higher construction bids, which were received for two pressure-regulating stations at the Crestmoor Neighborhood. Depending on the results of the design and engineering estimate, staff may request additional appropriation during the award of the construction contract.

ALTERNATIVES:

1. Select a different consultant through a new RFP process.
2. Do not award the contract. Design future facilities with individual pressure regulators.
3. Divide this project into three separate pressure regulator projects.

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a consultant engineering services contract with West Yost Associates to provide engineering services for Pressure Regulating Stations on SFPUC Service Connections Project in an amount not-to-exceed \$120,860.

ATTACHMENTS:

1. Resolution
2. Project Site Map
3. 2012-13 CIP Budget Sheet

DISTRIBUTION:

None.

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 - ____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT ENGINEERING SERVICES CONTRACT WITH WEST YOST ASSOCIATES TO PROVIDE ENGINEERING SERVICES FOR PRESSURE REGULATING STATIONS ON SFPUC SERVICE CONNECTIONS PROJECT IN AN AMOUNT NOT-TO-EXCEED \$120,860

WHEREAS, the City's Capital Improvement Program (CIP) includes a water improvement project to install pressure regulators between the City's and San Francisco Public Utilities Commission's (SFPUC's) systems; and

WHEREAS, two of the four SFPUC service connections, one at the intersection of Sneath Lane and Cherry Avenue and one at the end of Bayhill Drive, require pressure regulators due to high static pressures; and

WHEREAS, a pressure regulator at the service connections would allow the City to reduce the higher incoming water pressure from SFPUC to the optimum operating water pressures used by the City's residents and businesses; and

WHEREAS, pressure regulators would place less stress on the City's water distribution system and can isolate the City's system from potential outages from catastrophic events due to the increased redundancy; and

WHEREAS, the City requested proposals from engineering firms for the design of the pressure regulators; and

WHEREAS, West Yost was selected for the Regulators on SFPUC Service Connections Project based on their clear understanding of the project and familiarity with the City's water distribution system; and

WHEREAS, there are sufficient funds available in the capital improvement project budget for this contract.

NOW, THEREFORE, BE IT RESOLVED that the San Bruno City Council hereby authorizes the City Manager to execute a consultant engineering services contract with West Yost Associates to provide engineering services for the Pressure Regulating Stations on SFPUC Service Connections Project in an amount not-to-exceed \$120,860.

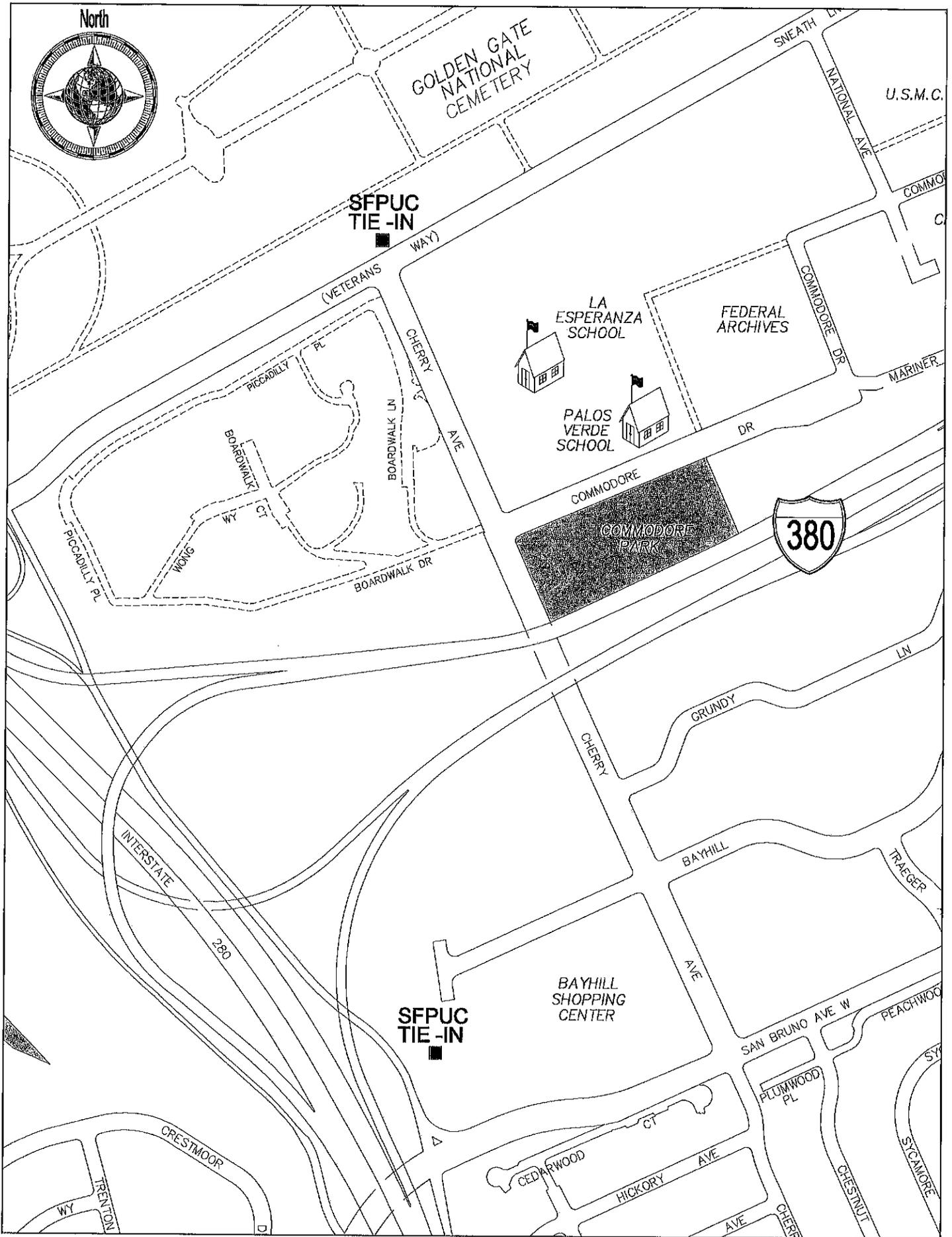
Dated: January 8, 2013

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 8th day of January 2013 by the following vote:

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



CHERRY AVENUE AND BAYHILL DRIVE PRESSURE REGULATORS PROJECT

Regulators on SFPUC Service Connections

PROJECT INFORMATION	
Origination Year: 2009-10	Project Number: Unassigned
Projected Completion Date: December 2013	Life Expectancy: 30 years
Total Project Cost: \$ 400,000	

Project Description:

All water purchased from the San Francisco Public Utilities Commission (SFPUC) passes through four service connections before entering the City's distribution system. One of the four connections has a regulator moderating the water pressure between the City's and SFPUC's systems—the other three do not. Of the three, one has low pressure due to its elevation and would not need a regulator. The other two connections need a pressure regulator due to the high waterflow pressures. A pressure regulator at the junction between the SFPUC and City water distribution system allows the City to reduce the higher incoming water pressure from SFPUC to the standard water pressure used by the City's residents and businesses. This results in lesser stress placed on the City's distribution system, such as the City's pumps, mains, tanks and pipelines. A pressure regulator would also prevent a sudden spike or drop in SFPUC pressure from impacting the City's system, and would isolate the City's water system from potential outages experienced by SFPUC water lines during a catastrophic event. This critical safety investment increases redundancy and expands the City's ability to move water around the system to meet varying demand levels.

The installation of a regulator involves excavating around the service connections, turning off the water from both systems, installing the regulator, and then reconnecting the water systems. The original planning estimate of \$400,000 proposed for the project in 2009-10 carries forward as a placeholder, but will be reevaluated as the project begins the design phase. These regulators are recommended to be constructed before December 2014 when Well 15 is scheduled to be completed.

2011-12 Status:

Project was scheduled to start in 2012.

2012-13 Work Plan:

Issue Request For Proposal and award consultant agreement for the design of the two regulators. Prepare plans and specifications as one bid package to include the two regulators. Advertise and award the construction contract.

Project Appropriations:

Current Year Appropriations:

Funding Source	Prior Appropriation	Prior Expense	Carryover Appropriation	2012-13 Funding Request	2012-13 Total Funds Available
Water Capital	0	0	0	400,000	400,000
Total	0	0	0	400,000	400,000

Five-Year Work Program Appropriations:

Funding Source	2012-13	2013-14	2014-15	2015-16	2016-17	Total Future Request
Water Capital	400,000	0	0	0	0	400,000
Total	400,000	0	0	0	0	400,000



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: January 8, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Klara A. Fabry, Public Services Director
SUBJECT: Adopt Resolution Authorizing the City Manager to Amend the Contract with Parsons Brinckerhoff for Construction Management Services for the San Bruno Grade Separation Project in an Amount Not to Exceed \$75,000 for a Total Contract Amount Not to Exceed \$402,000

BACKGROUND:

Caltrain, through the Joint Powers Board (JPB), awarded the construction contract for the San Bruno Grade Separation to Granite Construction. JPB retained the services of an engineering firm, URS, to act as its Construction Manager. Although the City is not the lead in the project, it is critical that the City's interests in this project be protected throughout the course of construction. Following a Request for Proposals process, the City Council, at its November 9, 2010 meeting, awarded a contract to Parsons Brickerhoff in the amount of \$327,000 to represent and cover the City's interests in construction management for the project.

DISCUSSION:

The construction management contract includes the services of Bruce Shewchuk and Craig Carney as the City's Construction Managers from Parsons Brinckerhoff. The City's Construction Managers represent the City with the Grade Separation project through the course of construction. The duties and responsibilities of both Construction Managers include, but are not limited to:

- Ensure that JPB is fulfilling its obligations under the Construction and Maintenance MOU, especially with respect to noise, work hours and public outreach, coordination and communication.
- Review construction change orders to ensure that they are necessary and accurate.
- Keep the City apprised of construction progress and assist with resolution of any issues.

At the time the construction management contract was awarded, the Grade Separation Project was scheduled for completion by October 2012. The project has been delayed just over one year, with a revised targeted completion date of December 2013. The construction delay is due to the additional time needed for underground utility work including delays from outside providers, issues between BART and CalTrain delaying the construction of the temporary station, and weather delays during the first construction season delaying the temporary track alignment.

10.d.

The initial construction management contract with Parson Brinckerhoff was based on approximately 80 hours per month for two years in an amount not to exceed \$327,000. At the request of the City, the consultant has recently reduced their monthly hours devoted to this project. Less oversight is needed at this stage of construction as the majority of the work involves placing the mechanically stabilized earth (MSE) walls and the lightweight fill material. For the next year of construction work, staff recommends utilizing Parson Brinckerhoff an average of 50 hours per month, resulting in a contract increase of \$75,000.

FISCAL IMPACT:

There are insufficient funds within the original contract authorization to continue with construction management services. With the additional \$75,000, the contract amount will be \$402,000. Funds are available for the professional services contract amendment in the Caltrain Grade Separation Project Capital Improvement Program budget.

Over the course of design and construction, staff estimates a total project cost to the City of San Bruno of \$865,000. This estimate includes design review, construction management and inspection and the City of San Bruno's share of the design cost for the decorative gateway. No construction cost is included in this estimated total project cost. While significant, it is necessary given the level of close attention and expertise needed for such an important construction project in our community.

ALTERNATIVES:

1. Do not approve contract amendment.
2. Modify the scope for the contract amendment.

RECOMMENDATION:

Adopt Resolution Authorizing the City Manager to Amend the Contract with Parsons Brinckerhoff for construction management services for the San Bruno Grade Separation Project in an amount not to exceed \$75,000 for a total contract amount not to exceed \$402,000.

DISTRIBUTION:

1. None

ATTACHMENTS:

1. Resolution
2. CIP Project

DATE PREPARED:

November 26, 2012

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 - ____

RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH PARSONS BRINCKERHOFF FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SAN BRUNO GRADE SEPARATION PROJECT IN AN AMOUNT NOT TO EXCEED \$75,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$402,000

WHEREAS, the City of San Bruno desires to utilize the services of a well qualified construction management firm to assist the City with construction review oversight for the Caltrain San Bruno Grade Separation project (Project); and

WHEREAS, the City sent a Request for Proposals to construction management firms and evaluated the proposals based on technical expertise and fairness of costs; and

WHEREAS, the City selected Parsons Brinckerhoff and its project personnel as the most qualified to perform construction review oversight of the Project; and

WHEREAS, Parsons Brinckerhoff is a recognized professional consulting firm with extensive construction management, rail, bridge and heavy construction oversight experience; and

WHEREAS, the City Council, at its November 9, 2010 meeting, authorized the City Manager to execute a contract with Parsons Brinckerhoff for construction management services for the construction of the San Bruno Grade Separation Project in the amount of \$327,000; and

WHEREAS, the construction timeline for the San Bruno Grade Separation Project has been delayed just over one year and the City wishes to continue with the construction management services of Parsons Brinckerhoff through project completion; and

WHEREAS, the contract amendment will be funded from the Street Capital Improvement fund; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to amend the contract with Parsons Brinckerhoff for construction management services for the San Bruno Grade Separation Project in an amount not to exceed \$75,000 for a total contract amount not to exceed \$402,000.

Dated: January 8, 2013

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 8th day of January 2013 by the following vote:

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

Caltrain Grade Separation Project

PROJECT INFORMATION

Origination Year: 2009-10

Project Number: 82707

Projected Completion Date: December 2012

Life Expectancy: 50 years

Total Project Cost: \$ 865,209

Project Description:

This project will construct a new grade separation at Angus Avenue, San Mateo Avenue and San Bruno Avenue, and relocation of the Caltrain station from Sylvan Avenue to above San Bruno Avenue. This project is centerpiece to downtown revitalization and will include architectural elements and enhancements to Posey Park. Though Caltrain is the lead agency, the City continues to closely monitor project process and maintain communication with Caltrain to ensure that the City's needs are appropriately met.

To ensure that important project features were incorporated into the final design, staff negotiated with Caltrain staff, executed a maintenance and operations agreement, and planned for construction activities to minimize community impacts. All design documents developed by Caltrain underwent peer review by specialized engineers to protect the City's interest. The City also awarded a contract to provide construction management oversight and coordination on behalf of the City during the construction process.

This project also funds design of a decorative gateway to be installed on the new Caltrain Station above San Bruno Avenue. The funding agreement between the City and Caltrain cap the City's contribution toward this design contract at \$125,000.

The increase of the total estimated project cost from the original 2009-10 estimate of \$527,000 to \$727,000 is due to the additional \$125,000 archway design contract, and the need to extend the construction oversight contract with a year do to the project construction delay with that time period to assure that the residents receive a grade separation and new station of the highest possible quality. Also consultant was selected and the design process started based on our agreement with JPB for the decorative gateway.

2011-12 Status:

Since groundbreaking there has been significant construction activity throughout the Caltrain corridor, including construction of a new storm drain box culvert on Huntington Avenue, relocation of a variety of underground utilities in and around the intersection of San Bruno and San Mateo Avenues, installation of the bypass shoo-fly track, construction of a temporary Caltrain station south of the original one.

2012-13 Work Plan:

Construction of the grade separation will continue through October/ December 2013 completion date. The City will continue to work with Caltrain during construction and coordinate the gateway design and other design elements to improve the east side of the grade separation. During this time period the real-estate transactions will need to be finalized also after needed internal review and approvals.

Project Appropriations:
Current Year Appropriations:

Funding Source	Prior Appropriation	Prior Expense	Carryover Appropriation	2012-13 Funding Request	2012-13 Total Funds Available
Streets Capital	527,000	(421,951)	105,049	0	105,049
RPTTF	228,000	(67,816)	160,184	110,209	270,393
Total	755,000	(489,767)	265,233	110,209	375,442

Five-Year Work Program Appropriations:

Funding Source	2012-13	2013-14	2014-15	2015-16	2016-17	Total Future Request
RPTTF	110,209	0	0	0	0	110,209
Total	110,209	0	0	0	0	110,209



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: January 8, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Klara A. Fabry, Public Services Director
SUBJECT: Receive Report and Provide Direction to Staff Regarding the Olympic Wastewater Pump Station Rehabilitation and Force Main Replacement Project

BACKGROUND:

The Olympic Wastewater Pump Station is located at 2450 Olympic Drive in the northwestern part of the City near the boundary of the City of South San Francisco. The pump station is one of six sanitary sewer pump (lift) stations operated by the City to move wastewater to the treatment plant in South San Francisco. The Olympic Pump Station services 467 single family homes in the vicinity. The force main is about 2,600 feet in length and discharges from the pump station, down Oakmont Drive to a manhole at the intersection of Oakmont Drive and Evergreen Drive (Attachment 1).

The equipment at the Olympic Pump Station is antiquated and in poor condition. The station is in need of a complete rehabilitation to meet current health and safety standards. The force main discharging from the pump station is also in decrepit condition and in need of replacement.

The Capital Improvement Program (CIP) for FY2006-07 included a project for the Olympic Pump Station rehabilitation and force main replacement. The original plan was to issue a Request of Proposal (RFP) and award a consultant contract for the design. During the same time period, Staff also began investigation of an alternative that could possibly reduce both the cost of the project and future operating expenses. The proposed alternative was to abandon the pump station entirely by connecting to the Westborough sewer system for discharge to the Daly City sewer system. Thereafter, staff began conversation with the Westborough Water District (WWD) and North San Mateo County Sanitation District (NSMCSD) that services Daly City regarding the proposed alternative. The FY2010-11 CIP was revised to reflect this alternative.

DISCUSSION:

In June 2011, the NSMCSD provided the City with a draft inter-agency agreement between the City, the NSMCSD and the WWD. The proposed term of the agreement was 25 years. Highlights of the City's obligations in the draft agreement are summarized below:

10.e.

1. The City would pay NSMCSD a one-time connection fee of \$1,214,200 based on the current connection fee schedule of \$2,600 per home.
2. The City would pay NSMCSD for transmission, treatment, and disposal of the sewage based on estimated daily flow rate of 0.1 million gallons per day (mgd) and the current sewer user fee for NSMCSD.
3. The City to pay WWD for all operation and maintenance (O&M) costs for the transmission facilities to Westborough's manhole at Olympic Drive and Shannon Drive. City also to pay 15% of the WWD's reasonable costs for repair and replacement of the transmission facilities jointly used by the City and Westborough, which run from the manhole at Olympic/Shannon to the connection at the NSMCSD.

Based on this information, staff prepared a cost comparison in present value for the following two options and summarized it in a draft report:

Option A: Bypass System to WWD/NSMCSD.

Option B: Rehabilitation of Olympic Pump Station and Force Main.

The draft report was peer reviewed by RMC, the City's consultant for the sewer master plan. RMC provided comments and recommendations for re-calculation of the options' present values. RMC suggested the present values to include the capital cost and annual maintenance cost for the tie-in sewer connection and a salvage value for the existing pump station and force main. Staff agreed with RMC's recommendations and incorporated the comments in a final report (Attachment 2).

The total present value calculated for Option A - Bypass System to WWD/NSMCSD was \$12,653,775. The present value included the following elements:

- Initial one-time connection fee payment to the NSMCSD.
- Capital cost for the tie-in sewer.
- Sewer user fee to NSMCSD for the 467 homes.
- 15% annual O&M cost to the WWD.
- Annual City O&M cost for the tie-in sewer.
- Salvage value of the existing pump station and force main.
- Future salvage value of the tie-in sewer.

The total present value calculated for Option B- Rehabilitation of Olympic Pump Station and Force Main was \$11,060,089. The present value included the following elements:

- Capital cost for design, construction, and staff salary for the rehabilitation of the pump station and force main.
- Annual O&M costs for the pump station and force main.
- Sewer transmission and treatment fees to South San Francisco.
- Salvage value of the existing pump station and force main.

As indicated above, there is a difference in present value for the two options, approximately \$1.5 million (14%) over the 30-year life cycle of the pump station. Option B- Rehabilitation of Olympic Pump Station and Force Main appears to be the more cost effective option. In addition, the following intangible and policy implications should also be considered:

1. The NSMCSD sewer user fee in the present value calculation for Option A is based on the current fee schedule with an assumed annual increase of 6%. It is difficult to predict the rate of increase for future years. There is a possibility that the City may face a high user fee from the NSMCSD in the future with no other options for sewer disposal since the Olympic Pump Station would have been abandoned.
2. The proposed 15% annual maintenance payment to the WWD in Option A is based on capital improvements that the WWD will make on its sewer infrastructure system. It is difficult to predict this fee for the future. This fee could become too high and it would no longer be financially advantageous for the City to continue the arrangement with the WWD/NSMCSD.
3. There are other potential legal and liability issues when sewage is being discharged from one City to another for treatment and disposal. For example, any sanitary sewer overflows (SSOs) downstream of the tie-in connection within South San Francisco city boundary could potentially be attributed to excessive discharge from San Bruno. There could also be disputes between San Bruno and South San Francisco if hazardous materials were found in the sewer. Overall, the City would have no control over the fate of its sewage.
4. One inherent advantage of Option B- Rehabilitation of Olympic Pump Station and Force Main is that the WWD sewer connection could serve as a backup location for emergency discharge. If the City were to select Option A and discharge to the WWD/NSMCSD, the Olympic Pump Station would be abandoned. During an emergency situation that the WWD or NSMCSD sewer system is out of service, the City would have no means of discharging its sewage for the neighborhood other than deploying portable equipment such as a "vactor".

FISCAL IMPACT:

The Capital Improvement Budget includes a \$682,197 existing appropriation and an estimated \$2,455,690 future request for this project. Option A is projected to cost \$12,653,775 over 30 years. Option B is projected to cost \$11,060,089 over 30 years.

ALTERNATIVES:

1. Recommend staff to proceed with either Option A or Option B as discussed above.
2. No action. Do not rehabilitate/replace the pump station and force main, and do not connect to the WWD and NSMCSD. The pump station and force main would continue to operate with substantial maintenance requirements.

RECOMMENDATION:

Receive report and provide direction to staff on the Olympic Pump Station and Force Main Rehabilitation and Replacement Project.

ATTACHMENTS:

1. Olympic Pump Station Site Map.
2. Final Report and Recommendation dated September 17, 2012

DISTRIBUTION:

None

DATE PREPARED:

December 17, 2013

REVIEWED BY:

_____ CM



INTEROFFICE MEMORANDUM

CITY OF SAN BRUNO
PUBLIC WORKS DEPARTMENT
ENGINEERING

DATE: September 17, 2012
TO: Klara Fabry, Public Services Director
FROM: Wing Wong, Associate Engineer
SUBJECT: Final Report and Recommendation- Olympic Wastewater Pump Station

EXECUTIVE SUMMARY:

This memorandum presents a detailed analysis, cost comparison, and recommendation of the two following options for the Olympic wastewater Pump Station:

Option A: Bypass System to Westborough Water District and North San Mateo County Sanitation District.

Option B: Rehabilitation of Olympic Pump Station and Force Main.

Staff's recommendation is to proceed with Option B- Rehabilitation of the Olympic Pump Station and Force Main.

BACKGROUND:

The Olympic Wastewater Pump Station is one of the six sanitary sewer pump (lift) stations operated by the City to move wastewater from homes and businesses to the wastewater treatment plant in South San Francisco. The pump station is located at 2450 Olympic Drive in the northwestern part of the City near the boundary of Westborough District of the City of South San Francisco. The Olympic Pump Station services 467 single family homes in the vicinity. The force main is about 2,600 feet in length and discharges from the pump station, down Oakmont Drive to a manhole at the intersection of Oakmont Drive and Evergreen Drive (see **Attachment 1**).

In the Sewer Master Plan dated April 2000, it was recommended that the City implement a Capital Improvement Program (CIP) to rehabilitate all the wastewater pump station. The rehabilitation work would include scheduled and emergency replacement of larger equipment items such as pumps and motors, security and aesthetic improvements, as well as the reconstruction or abandonment of the entire station. The equipment at the Olympic Pump Station is antiquated and in poor condition. The station is in need of a complete rehabilitation to meet current health and safety standards. The force main discharging from the pump station is also in decrepit condition and in need of replacement.

In the Capital Improvement Program (CIP) for FY2006-07, the City included a project for the Olympic Pump Station rehabilitation and force main replacement. The original intent of the project was to rehabilitate the significantly outdated Olympic Pump Station and replace the force main. In 2009, Staff began investigation on a potentially more cost effective alternative that would possibly reduce both the cost of the project and future operating expenses. The proposed alternative was to abandon the pump station entirely by installing a short section of sewer main that would connect to the Westborough sewer system and eventually discharge to the Daly City sewer system. The FY2010-11 CIP was revised to reflect this alternative. Thereafter, the City began conversation with management of the North San Mateo County Sanitation District (NSMCSD) that services the City of Daly City, and the Westborough Water District (WWD) to discuss the details of this proposed arrangement.

DISCUSSION:

In 2010, the City provided pertinent information regarding the Olympic Pump Station to the NSMCSD. The information included a map of the 467 homes that are tributary to the pump station, water consumption data, the average and peak dry and wet weather flow rate of the pump station, and the proposed sewer tie-in location in Westborough at the intersection of Shannon Drive and Olympic Drive.

In June 2011, the NSMCSD provided the City with a draft inter-agency agreement between the City, the NSMCSD and the WWD (see **Attachment 2**). The proposed term of the agreement is 25 years. Highlights of the City's obligations in the draft agreement are summarized below:

1. The City to pay NSMCSD for transmission, treatment, and disposal of the sewage based on estimated daily flow rate of 0.1 million gallons per day (mgd) and the current sewer user fee for NSMCSD.
2. The City to pay NSMCSD a one-time connection fee of \$1,214,200 based on the current connection fee schedule of \$2,600 per home.
3. The City to pay all operation and maintenance (O&M) costs for the transmission facilities to Westborough's manhole at Olympic Drive and Shannon Drive. City to pay 15% of the WWD's reasonable costs for repair and replacement of the transmission facilities jointly used by the City and Westborough, which run from the manhole at Olympic/Shannon to the connection at the NSMCSD.

On March 9, 2012, the City received a letter from the WWD, which proposed the following additional requirements for the City along with minor changes to the draft agreement (see **Attachment 3**):

1. The City to take the lead with regards to compliance with the California Environmental Quality Act (CEQA) regarding actions to be take for the implementation of the agreement.
2. The City to consult with the San Mateo Local Agency Formation Commission and obtain any required approval for the project.

3. The City to pay the WWD to conduct a flow test to confirm that there is sufficient capacity in Westborough for acceptance of additional sewage.
4. The City to enter into good faith negotiation with the WWD for the construction of a intertie between the two agencies' potable water systems to provide a back-up source of water to Westborough in the event of an emergency.

Based on the information received from the NSMCSD and WWD, Staff prepared a cost comparison in present value (PV) for the following two options to remedy reliability concerns regarding the Olympic pump station and summarized it in a draft report:

Option A: Bypass System to WWD/NSMCSD.

Option B: Rehabilitation of Olympic Pump Station and Force Main.

In August 2012, the City retained the services of RMC (consultant for the City's sewer master plan) to conduct a peer review of the draft ROD. RMC provided the City a Technical Memorandum dated August 18, 2012 (see **Attachment 4**) with general review comments on the ROD and recommendations for re-calculating of the PVs. RMC suggested the PVs to include the capital cost and annual maintenance cost for the tie-in sewer connection and a salvage value for the existing pump station and force main. Staff agreed with RMC's recommendations and incorporated these elements in the final calculations for this memorandum.

COST COMPARISON:

The use of present value (PV) for each option was appropriate for comparison as the calculations include cost components unique to each option. The PV represents a value in "current dollars" at current (Year "0"). In other words, the PV for a given year is the amount of money the City would invest now at the given interest rate in order to accrue the required funds for that year. The total PV for a project is the sum of the present values for the one-time costs, the annual costs, and the salvage value across the life-cycle of the project. The PV calculations made use of the following assumptions:

- One-time costs for each project occur in the current (Year 0) in each case, and therefore these costs already represent the PV. A detailed cost estimate for the capital cost to rehabilitate the pump station and force main is presented in **Attachment 5**.
- Annual costs are assumed to occur over a 30-year period, Years 1 through 30.
- The annual increase in O&M fees and sewer rates has been assumed to be 6%.
- A salvage value for all facilities at the conclusion of the 30-year evaluation period.
- The discount (interest) rate for PV calculation was set at 4%, which was the typical interest rate assumption used by the City in similar analyses

For clarity, the PV for each year of the project life cycle was calculated and added, beginning with construction of the project infrastructure (Year "0") and continuing through 30 years of operation. The 30-year life cycle is based on the assumption of a 30-year useful

life for the pump station in Option B. Note that many of the facility components may outlast this life cycle, and would therefore have remaining salvage value at the end of the 30-year period.

Note that the PV calculations did not include the sewer user fees that the City would be collecting from the 467 homes as a credit or cost offset during the 30 life-cycle. The estimated sewer user fees would be essentially identical for both options. Accordingly the difference in PV between the two options would not change.

The total PV as calculated for **Option A- Bypass System to WWD/NSMCSD** was **\$12,653,775 (see Attachment 6)**. The PV included the following elements:

- Initial one-time connection fee payment to the NSMCSD
- Capital cost for the tie-in sewer.
- Sewer user fee to NSMCSD for the 467 homes.
- 15% annual O&M cost to the WWD.
- Annual City O&M cost for the tie-in sewer.
- Salvage value of the existing pump station and force main.
- Future salvage value of the tie-in sewer.

The PV as calculated for **Option B- Rehabilitation of Olympic Pump Station and Force Main** was **\$11,060,089 (see Attachment 7)**. The PV included the following elements:

- Capital cost for design, construction, and staff salary for the rehabilitation of the pump station and force main.
- Annual O&M costs for the pump station and force main.
- Sewer transmission and treatment fees to South San Francisco.
- Salvage value of the existing pump station and force main.

As indicated above, there is a significant difference in PV for the two options, approximately \$1.5 million (14%) over the 30-year life cycle of the pump station. Option B- Rehabilitation of Olympic Pump Station and Force Main appears to be the more cost effective option.

OTHER CONSIDERATIONS:

In addition to the PV comparison, there were other intangible and policy implications that should be considered:

1. If the City were to discharge to the WWD/NSMCSD system, the Olympic Pump Station would eventually be abandoned. During an emergency situation that the WWD or NSMCSD sewer system is out of service, the City would have no means in discharging its sewage for the neighborhood other than deploying portable equipment such as a "vactor".

2. The NSMCSD sewer user fee in the PV calculation for Option A is based on current fee schedule with an assumed annual increase of 6%. It is difficult to predict the rate of increase for future years. There is a possibility that the City might be stuck with a high user fee from the NSMCSD in the future with no other options for sewer disposal since the Olympic Pump Station would have been abandoned.
3. The proposed 15% annual maintenance payment to the WWD in Option A is based on capital improvements that the WWD will make on its sewer infrastructure system. It is difficult to predict this fee for the future. This fee could become exorbitant that it would no longer be financially feasible for the City to continue the arrangement with the WWD/NSMCSD.
4. There are other potential legal and liability issues when sewage is being discharged from one City to another for treatment and disposal. In addition, the City would no longer have control over the fate its sewage. The matter could be further complicated when sanitary sewer overflows (SSOs) occur or when hazardous materials were discharged to the sewer system.

RECOMMENDATION:

Based on the cost comparison above, there is significant difference in present value for the two options, approximately \$1.5 million (14%) over the 30-year life cycle of the pump station. Option B- Rehabilitation of Olympic Pump Station and Force Main appears to be the more cost effective option. In addition, there are other impacts associated with Option A that makes it a less attractive option. Taking into consideration of these factors, Staff recommends that the City proceed with the Option B to rehabilitate and replace the Olympic Pump Station and force main as a capital improvement project.

ATTACHMENTS:

1. Olympic Pump Station Site Map.
2. Draft Inter-Agency Agreement prepared by North San Mateo County Sanitation District.
3. Letter dated March 9, 2012 from Westborough Water District to Connie Jackson, City of San Bruno.
4. RMC Technical Memorandum dated August 28, 2012.
5. Engineer's Estimate for Pump Station/Force Main Rehabilitation and Replacement.
6. Present Worth Calculation for Option A: Bypass System to WWD/NSMCSD.
7. Present Worth Calculation for Option B: Rehabilitation of Olympic Pump Station and Force Main.

**AGREEMENT FOR SEWAGE DISPOSAL BETWEEN THE CITY OF SAN BRUNO,
THE WESTBOROUGH COUNTY WATER DISTRICT AND
THE NORTH SAN MATEO COUNTY SANITATION DISTRICT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by, between and among the CITY OF SAN BRUNO, a municipal corporation, hereinafter called "City", the WESTBOROUGH COUNTY WATER DISTRICT, a public corporation, hereinafter referred to as "Westborough", and the NORTH SAN MATEO COUNTY SANITATION DISTRICT, a subsidiary district of the City of Daly City, hereinafter referred to as "District";

WHEREAS, District operates and maintains a sewage collection, treatment and disposal system which provides for the collection, treatment and disposal of sanitary sewage within and outside its jurisdictional limits;

WHEREAS, Westborough operates and maintains sewage collection, interceptor and trunk sewer mains together with pumping and other auxiliary facilities which provide for the collection of sanitary sewage within its limits;

WHEREAS, District, pursuant to agreements for sewage disposal by and between Westborough County Water District and the North San Mateo County Sanitation District, dated August 13, 1964, and pursuant to additional supplemental and amendatory agreements with Westborough, provides for the interception, transmittal, treatment and disposal of sanitary sewage transmitted to it through the sewage collection, interceptor and trunk sewer facilities of Westborough;

WHEREAS, City operates and maintains sewage collection, interceptor and trunk sewer mains together with pumping and other auxiliary facilities which provide for the collection of sanitary sewer within its limits;

WHEREAS, City has identified 467 (four-hundred and sixty-seven) single family homes in an area commonly known as the "Olympic Drive Service Area" as set forth under "Exhibit A" to this agreement;

WHEREAS, City is desirous of shifting sewage flow from these homes from an existing force main to a gravity sewer system;

WHEREAS, the parties have determined that the interests of each, and the public interest, convenience and necessity will be served by allowing City to connect said sewage by gravity flow into Westborough sewer system for further transport, treatment and disposal by the District;

WHEREAS, the parties hereto desire to enter into an agreement relating to disposal of sewage generated within City's limits which will not affect the relationship between the parties pursuant to any existing agreements between any of said parties except as provided herein;

WHEREAS, the District, Westborough and the City are authorized to contract among themselves to obtain or share services or exercise, combine or transfer any power or function, in any manner not prohibited by law;

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

City of San Bruno:

1. City agrees to collect all sanitary sewage generated within City's limits and associated facilities and sites and to maintain and operate said sewage collection facilities for that purpose.
2. City agrees to install, maintain, repair and replace as reasonably necessary a sewage trunk sewer main, together with all appurtenances thereto, from the existing facilities in San Bruno to the existing sewer manhole of Westborough at Olympic Drive and Shannon Drive.
3. City agrees to pay District for transmission, treatment and disposal of sewage from San Bruno at an estimated daily flow rate of 0.1 million gallons a day of sewage conveyed to Westborough and District for transmission, treatment and disposal. The unit gallons of sewage shall be determined on an annual basis calculated from the December/January winter month's water meter usage, measured in hundred cubic feet (hcf) for each of the 467 single family homes multiplied by six (6) billing cycles. Annual sewer service charge payments to the District shall be made by April 30th of each calendar year at the existing sanitary sewer service rate adopted by the District. The City shall make good faith efforts to install and maintain accurate water meters within the service boundary in order to properly calculate the annual sewer service charge. Rate changes will be provided for at the time, and consistent with the rate changes being made for other users/contributors to the District's wastewater facilities.
4. City agrees to pay District a connection fee of \$1,214,200 (one million, two-hundred fourteen thousand, two hundred dollars) for the established additional number of 467 San Bruno single family residential homes. Future connection fees may be adjusted from time to time, and will be consistent with the District's connection fee charges for other users/contributors to the District's treatment facilities. Connection fees are based on the number of fixture unit connections of San Bruno homes at the time of execution of this agreement. Additional connection fees would be paid by City to the District prior to connection of any additional fixture units to the existing sanitation sewer system covered under this agreement.
5. City agrees to pay all maintenance and operation costs of the collection sewerage within San Bruno and the transmission facilities to Westborough's sewer manhole at Olympic Drive and Shannon Drive or other future location of transfer from City to Westborough. City agrees to pay 15% of Westborough's reasonable costs for the repair and replacement of the transmission facilities jointly used by the City and Westborough (which run from manhole to the connection the District). The 15% allocation is based on the parties' estimate of the relative volume of City's flows relative to those of Westborough. In the event the number of connections from City's sewage system increase, Westborough reserves the ability to reopen this term of the agreement to adjust this percentage allocation. Any such adjustment to the allocation shall be mutually agreed to by City and Westborough and shall reflect the ratio of the actual measured flows of each party during the term of this agreement. If City and Westborough can not agree on this amount, they shall mutually select an arbitrator to decide the proper allocation based on the relative volume of each party's flows through the line. Any required payments shall be made within 60 days of the City's receipt of invoice from Westborough.
6. City agrees to give reasonable notice to Westborough and to District, insofar as possible, of any material changes proposed in volume or characteristic of sewage to be transmitted

through facilities of Westborough and/or to be transmitted, treated and disposed of by District pursuant to the terms of this agreement.

7. A. District Discharge Requirements. City's discharge from the San Bruno homes shall be consistent with the requirements set forth under the District's sewer use regulations. Key waste discharge requirements involved BOD (biological oxygen demand) shall not exceed 250 mg/L and suspended solids shall not exceed 200 mg/L, and odors shall not create a public nuisance. Upon notification by Westborough of public nuisance odor complaint, the City shall take good faith efforts within 24 hours to resolve the problem.

B. Hazardous Waste. City is prohibited from discharging any hazardous waste into the facilities of either Westborough or District. If City does discharge hazardous waste, City shall notify the District, Westborough, and state hazardous waste authorities, in writing, of such discharge. Hazardous waste for the purposes of this Agreement is any substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261, Appendix VII not otherwise excluded, and/or which may be considered a hazardous waste by the State of California. Such notification must include the name of the hazardous waste to the extent such information is known and readily available to the City and the mass and concentration of such constituents discharged into the District's and Westborough's facilities. Costs for cleanup, dilution, reporting and other consequential costs for such a prohibited discharge, to and including any penalties, shall be borne entirely by the City. This section does not create a right to discharge any substance not otherwise permitted to be discharged by this Agreement, or any applicable federal or state law; this section constitutes prohibition and notification and remedial provisions in case of violation of this prohibition.

C. The District reserve the right to amend these limitations at any time to provide for more stringent limitations or requirements on discharges to the District's sewerage system where it deems necessary to comply with duly adopted District, state or federal statutes or regulations.

D. City shall provide protection from accidental discharge of prohibited substances identified in subsection B above. Where necessary, facilities to prevent accidental discharge of prohibited substances shall be provided and maintained at the City's own cost and expense. City shall notify the District immediately upon the occurrence of an accidental discharge of substances prohibited by this Agreement. The notification shall include location of discharge, date and time thereof, type of waste, concentration and volume, and corrective actions taken. A notice shall be permanently posted within the San Bruno Public Works facilities bulletin board or other prominent place advising employees whom to call in the event of an accidental discharge into the District's sewage system.

8. A. Costs, Fees and Penalties for Unauthorized Discharge of Materials Exceeding District Limitations. City shall pay all reasonable costs of investigation, maintenance, repair and/or the imposition of preventative measures for any unauthorized discharge of materials by City through District's facilities as described in Paragraph 7(A) above.

B. Costs, Fees and Penalties for Unauthorized Discharge of Hazardous Waste. City shall pay all costs, fees and penalties imposed upon City and/or District by any federal or state regulatory entity for the unauthorized discharge of hazardous waste by City through District Facilities. Costs and fees shall include the reasonable costs of investigation, response, reporting, remediation costs, reasonable attorney's fees, and any penalties or other fines imposed by a

regulatory entity. Such costs shall also include the reasonable costs of any preventative requirements or improvements imposed or accepted by District to prevent further such discharges.

Westborough Water District:

9. Westborough agrees to transmit sewage received from City at the point of connection hereinabove described to the trunk sewer, treatment and disposal facilities of District except that Westborough shall not be liable for damages, breach of contract or otherwise, to City or District for failure, suspension, diminution or other variations of service occasioned by or in consequence of any causes beyond the control of Westborough, including, but not limited to, acts of God, or of the public enemy, fires, floods, earthquakes, or other catastrophes.

10. Westborough agrees to provide regular and uninterrupted service to City through its facilities.

11. Westborough presently is disposing of some or all of its sanitary sewage through District by virtue of agreements for sewage disposal between Westborough and District, which includes rights and obligations of each of said parties. Westborough agrees that nothing contained herein shall be deemed to violate any of the provisions of any other agreement between Westborough and District.

North San Mateo County Sanitation District:

12. District agrees to accept, transmit, treat and dispose of sewage received from City, through the facilities of Westborough, at the point of connection of Westborough's facilities to the facilities of District, except that District shall not be liable for damages, breach of contract or otherwise, to City or Westborough for failure, suspension, diminution or other variations of service occasioned by or in consequence of any causes beyond the control of District, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophes.

13. District agrees not to impose, during the term of this contact, any standard or requirements with respect to the quality sewage discharged into the system by City except as required by Federal or State laws, or duly adopted rules and regulations of District or any other governmental agencies having jurisdiction over the quality of discharges into public sewage disposal systems.

14. The City shall be allowed access to District sewer structures for its sewer purposes upon prior notice to the District of its need for access. Authorized District representatives may inspect the facilities of City, and shall be allowed access to sewers, manholes and structures owned by the City to determine compliance with the requirements of this Agreement, during normal working hours and with reasonable advance notice. The City shall allow the District to enter upon the premises for the purpose of inspection, sampling, or records examination and copying. The District shall also have the right to set up on the City's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations.

It is Mutually Agreed by All Public Agencies as Parties to this Agreement:

15. Each of the parties hereto shall maintain, repair, replace if necessary and operate the sanitary sewerage facilities under its jurisdiction to the extent this Agreement requires such maintenance and operation.

16. Each of the parties hereto shall hold each of the other parties and their officers, agents and employees, harmless from and indemnify each and all of them against all claims, loss or liability for damages to third persons caused by such party's construction, installation, maintenance and operation of its facilities and shall reimburse each of the other parties hereto, their officers, agents and employees for all damages, costs and expenses caused to them by such party's construction, installation, maintenance and operation of facilities by said party. Each of the parties shall defend any and all claims and suits arising from their operation of facilities to be maintained and operated by it, at its sole cost and expense.

17. Each of the parties hereto shall construct, install, maintain, operate, modify and repair the facilities under their jurisdiction to be used in connection with the providing of sewerage service to San Bruno, so as to comply with all applicable laws, regulations and requirements of each of the parties and of Federal and State authorities relating to the quantity and quality of sewage to be processed hereunder. In the event that Federal or State requirements regarding the quantity and quality of sewage to be processed pursuant to this Agreement are modified in a manner that requires the design and location of additional treatment facilities, the parties agree that the method and implementation of compliance with the modified requirements will be subject to the good faith negotiations of the parties, so that District's treated effluent continues to meet the standards of State and Federal authorities during the term of this agreement.

18. This agreement shall not apply to discharge of industrial sewage by City. Should it become necessary to discharge wastes of industrial origin through the facilities covered in this agreement, a separate agreement shall be executed by the parties relating to such industrial discharge.

19. The term of this agreement shall be twenty five (25) years from the date first abovementioned.

20. Except as expressly provided herein, the provisions of this agreement shall in no way affect any other agreement by and between any of the parties hereto as to present or past rights and obligations of any of the parties hereto, and it shall in no way affect the rights of the parties hereto to enter into additional separate agreements relating to facilities owned, operated or within the jurisdiction of any of the parties hereto.

21. This agreement may, from time to time, be changed, altered, supplemented or terminated by and with the consent of each of the parties hereto, expressed by resolution of each of their respective legislative or governing bodies upon written request for such termination by the governing body of any of the parties hereto.

22. It is hereby warranted, that all conditions, acts and things required by the laws of the State of California, ordinances and resolutions of the City, Westborough and the District have been performed prior to the execution of this Agreement by City, by Westborough, and by the District, and entering into this Agreement does not violate any constitutional or statutory limitation, or any limitation imposed by existing resolutions or ordinances of either City, Westborough or District.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate names and attested by their respective officers, thereunto duly authorized effective on the day and year first above written.

CITY OF SAN BRUNO,
a Municipal Corporation – "CITY"

APPROVED AS TO FORM

By _____
City Attorney's Office

By _____
Mayor

By _____
City Manager

WESTBOROUGH COUNTY WATER DISTRICT,
a Water District – "WESTBOROUGH"

APPROVED AS TO FORM

By _____
Westborough Attorney

By _____
President

Attest _____
Secretary

NORTH SAN MATEO COUNTY SANITATION DISTRICT,
a Subsidiary District of the City of Daly City – "DISTRICT"

APPROVED AS TO FORM

By _____
District Counsel

By _____
Chair

Attest _____
General Manager



March 9, 2012

RECEIVED

MAR 12 2012

CITY MANAGERS OFFICE

Ms. Connie Jackson
City Manager
City of San Bruno
567 El Camino Real
San Bruno, CA 94066-4299

Re: Sewage Disposal Agreement – Olympic Drive Service Area

Dear Ms. Jackson:

I am pleased to provide a draft of a Sewage Disposal Agreement that would provide for the Westborough Water District to transport sewage from the Olympic Drive Service Area of San Bruno through our facilities to the treatment facilities operated by the North San Mateo County Sanitation District, a subsidiary district of the City of Daly City. We understand that the arrangement will help the City of San Bruno save considerable expense by avoiding the need to rebuild its Olympic Drive Sewer Pump Station.

While Westborough is willing to provide this service under the terms set forth in the draft agreement, there are several related issues that need to be addressed before Westborough will consider this arrangement.

The first is that San Bruno should take the lead with regard to compliance with the California Environmental Quality Act. Westborough and Daly City would be "responsible agencies" under CEQA, but San Bruno should take the lead and prepare any required environmental documentation.

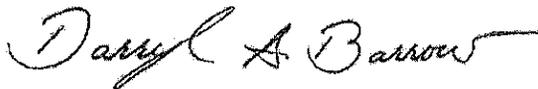
Second, San Bruno must consult with the San Mateo Local Agency Formation Commission and obtain any required approval for this project (including any required approval under Government Code Section 56133) or a response satisfactory to our legal counsel that no such approval is needed.

Third, that San Bruno pay for the District to conduct a flow test to confirm that there is sufficient capacity in Westborough's facilities to support the contemplated service.

Fourth, that San Bruno enter into good faith negotiations with Westborough for the construction of an intertie between the two agencies' potable water systems to provide a back-up source of water to Westborough in the event of an emergency. Just as Westborough is willing to cooperate with the City with regard to an area of need, we would hope that the City would be willing to consider providing Westborough with a much-needed benefit.

Once your staff has had a chance to review this agreement, I would be happy to meet with them to discuss it.

Sincerely,

A handwritten signature in cursive script that reads "Darryl A. Barrow". The signature is written in black ink and is positioned above the typed name and title.

Darryl A. Barrow
General Manager

Attachment

**AGREEMENT FOR SEWAGE DISPOSAL BETWEEN THE CITY OF SAN BRUNO,
THE WESTBOROUGH COUNTY WATER DISTRICT AND
THE NORTH SAN MATEO COUNTY SANITATION DISTRICT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by, between and among the CITY OF SAN BRUNO, a municipal corporation, hereinafter called "City", the WESTBOROUGH COUNTY WATER DISTRICT, a public corporation, hereinafter referred to as "Westborough", and the NORTH SAN MATEO COUNTY SANITATION DISTRICT, a subsidiary district of the City of Daly City, hereinafter referred to as "District";

WHEREAS, District operates and maintains a sewage collection, treatment and disposal system which provides for the collection, treatment and disposal of sanitary sewage within and outside its jurisdictional limits;

WHEREAS, Westborough operates and maintains sewage collection, interceptor and trunk sewer mains together with pumping and other auxiliary facilities which provide for the collection of sanitary sewage within its limits;

WHEREAS, District, pursuant to agreements for sewage disposal by and between Westborough County Water District and the North San Mateo County Sanitation District, dated August 13, 1964, and pursuant to additional supplemental and amendatory agreements with Westborough, provides for the interception, transmittal, treatment and disposal of sanitary sewage transmitted to it through the sewage collection, interceptor and trunk sewer facilities of Westborough;

WHEREAS, City operates and maintains sewage collection, interceptor and trunk sewer mains together with pumping and other auxiliary facilities which provide for the collection of sanitary sewer within its limits;

WHEREAS, City has identified 467 (four-hundred and sixty-seven) single family homes in an area commonly known as the "Olympic Drive Service Area" as set forth under "Exhibit A" to this agreement;

WHEREAS, City is desirous of shifting sewage flow from these homes from an existing force main to a gravity and force main delivery system;

WHEREAS, the parties have determined that the interests of each, and the public interest, convenience and necessity will be served by allowing City to connect said sewage by gravity flow into Westborough sewer system for further transport, treatment and disposal by the District;

WHEREAS, the parties hereto desire to enter into an agreement relating to disposal of sewage generated within City's limits which will not affect the relationship between the parties pursuant to any existing agreements between any of said parties except as provided herein;

WHEREAS, the District, Westborough and the City are authorized to contract among themselves to obtain or share services or exercise, combine or transfer any power or function, in any manner not prohibited by law;

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

City of San Bruno:

1. City agrees to collect all sanitary sewage generated from the 467 homes located within City's limits and associated facilities and sites and to maintain and operate said sewage collection facilities for that purpose.

2. City agrees to install, maintain, repair and replace as reasonably necessary a sewage trunk sewer main, together with all appurtenances thereto, from the existing facilities in San Bruno to the facilities appurtenant to the existing sewer manhole of Westborough at Olympic Drive and Shannon Drive.

3. City agrees to pay Westborough for transmission, treatment and disposal of sewage from San Bruno based upon water used during January/February winter month's water usage, measured in hundred cubic feet (hcf) for each of the 467 single family homes multiplied by six (6) billing cycles. The rate per hcf shall be determined by Westborough and will be equal to the rate charged all other Westborough residents. Initial service shall be based upon the City's previous January/February billing for the 467 homes and prorated for the remainder of the year. Each winter usage shall be used to determine the billing for the following fiscal year (July-June). Payments shall be due in 2 equal installments in December and April of each year. The City shall make good faith efforts to install and maintain accurate water meters within the service boundary in order to properly calculate the annual sewer service charge.

4. City agrees to pay District Westborough a connection fee of \$1,307,600 (one million, three hundred seven thousand, six hundred) for the established additional number of 467 San Bruno single family residential homes. Future connection fees may be adjusted from time to time, and will be consistent with the Westborough's connection fee charges for other Westborough customers. Connection fees are based on the number of fixture unit connections of San Bruno homes at the time of execution of this agreement. Additional connection fees would be paid by City to the Westborough prior to connection of any additional fixture units to the existing sanitation sewer system covered under this agreement.

5. City agrees to pay all maintenance and operation costs of the collection sewerage within San Bruno and the transmission facilities to Westborough's sewer manhole at Olympic Drive and Shannon Drive or other future location of transfer from City to Westborough. City agrees to pay 15% of Westborough's reasonable costs for the repair and replacement of the transmission facilities jointly used by the City and Westborough (which run from manhole to the connection to the District). The 15% allocation is based on the parties' estimate of the relative volume of City's flows relative to those of Westborough. In the event the number of connections from City's sewage system increase, Westborough reserves the ability to reopen this term of the agreement to adjust this percentage allocation. Any such adjustment to the allocation shall be mutually agreed to by City and Westborough and shall reflect the ratio of the actual measured flows of each party during the term of this agreement. If City and Westborough can not agree on this amount, they shall mutually select an arbitrator to decide the proper allocation based on the relative volume of each party's flows through the line. Any required payments shall be made within 60 days of the City's receipt of invoice from Westborough.

6. City agrees to give reasonable notice to Westborough and to District, insofar as possible, of any material changes proposed in volume or characteristic of sewage to be transmitted through facilities of Westborough and/or to be transmitted, treated and disposed of by District pursuant to the terms of this agreement.

7. A. District Discharge Requirements. City's discharge from the San Bruno homes shall be consistent with the requirements set forth under the District's sewer use regulations. Key waste discharge requirements involved BOD (biological oxygen demand) shall not exceed 250 mg/L and suspended solids shall not exceed 200 mg/L, and odors shall not create a public nuisance. Upon notification by Westborough of public nuisance odor complaint, the City shall take good faith efforts within 24 hours to resolve the problem.

B. Hazardous Waste. City is prohibited from discharging any hazardous waste into the facilities of either Westborough or District. If City does discharge hazardous waste, City shall notify the District, Westborough, and state hazardous waste authorities, in writing, of such discharge. Hazardous waste for the purposes of this Agreement is any substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261, Appendix VII not otherwise excluded, and/or which may be considered a hazardous waste by the State of California. Such notification must include the name of the hazardous waste to the extent such information is known and readily available to the City and the mass and concentration of such constituents discharged into the District's and Westborough's facilities. Costs for cleanup, dilution, reporting and other consequential costs for such a prohibited discharge, to and including any penalties, shall be borne entirely by the City. This section does not create a right to discharge any substance not otherwise permitted to be discharged by this Agreement, or any applicable federal or state law; this section constitutes prohibition and notification and remedial provisions in case of violation of this prohibition.

C. The District reserve the right to amend these limitations at any time to provide for more stringent limitations or requirements on discharges to the District's sewerage system where it deems necessary to comply with duly adopted District, state or federal statutes or regulations.

D. City shall provide protection from accidental discharge of prohibited substances identified in subsection B above. Where necessary, facilities to prevent accidental discharge of prohibited substances shall be provided and maintained at the City's own cost and expense. City shall notify the District immediately upon the occurrence of an accidental discharge of substances prohibited by this Agreement. The notification shall include location of discharge, date and time thereof, type of waste, concentration and volume, and corrective actions taken. A notice shall be permanently posted within the San Bruno Public Works facilities bulletin board or other prominent place advising employees whom to call in the event of an accidental discharge into the District's sewage system.

8. A. Costs, Fees and Penalties for Unauthorized Discharge of Materials Exceeding District Limitations. City shall pay all reasonable costs of investigation, maintenance, repair and/or the imposition of preventative measures for any unauthorized discharge of materials by City through District's facilities as described in Paragraph 7(A) above.

B. Costs, Fees and Penalties for Unauthorized Discharge of Hazardous Waste. City shall pay all costs, fees and penalties imposed upon City and/or District by any federal or state regulatory entity for the unauthorized discharge of hazardous waste by City through District

Facilities. Costs and fees shall include the reasonable costs of investigation, response, reporting, remediation costs, reasonable attorney's fees, and any penalties or other fines imposed by a regulatory entity. Such costs shall also include the reasonable costs of any preventative requirements or improvements imposed or accepted by District to prevent further such discharges.

Westborough Water District:

9. Westborough agrees to transmit sewage received from City at the point of connection hereinabove described to the trunk sewer, treatment and disposal facilities of District. Westborough shall not be liable for any direct, incidental or consequential damages, for breach of contract or otherwise, to City or District for failure, suspension, diminution or other variations of service occasioned by or in consequence of any causes beyond the control of Westborough, including, but not limited to, acts of God, or of the public enemy, fires, floods, earthquakes, or other catastrophes.

10. Westborough agrees to provide regular and uninterrupted service to City through its facilities and to maintain and operate them.

11. Westborough presently is disposing of some or all of its sanitary sewage through District by virtue of agreements for sewage disposal between Westborough and District, which includes rights and obligations of each of said parties. Westborough agrees that nothing contained herein shall be deemed to violate any of the provisions of any other agreement between Westborough and District.

North San Mateo County Sanitation District:

12. District agrees to accept, transmit, treat and dispose of sewage received from City, through the facilities of Westborough, at the point of connection of Westborough's facilities to the facilities of District, except that District shall not be liable for direct, incidental or consequential damages, breach of contract or otherwise, to City or Westborough for failure, suspension, diminution or other variations of service occasioned by or in consequence of any causes beyond the control of District, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophes.

13. District agrees not to impose, during the term of this contract, any standard or requirements with respect to the quality sewage discharged into the system by City except as required by Federal or State laws, or duly adopted rules and regulations of District or any other governmental agencies having jurisdiction over the quality of discharges into public sewage disposal systems.

14. The City shall be allowed access to District sewer structures for its sewer purposes upon prior notice to the District of its need for access. Authorized District representatives may inspect the facilities of City, and shall be allowed access to sewers, manholes and structures owned by the City to determine compliance with the requirements of this Agreement, during normal working hours and with reasonable advance notice. The City shall allow the District to enter upon the premises for the purpose of inspection, sampling, or records examination and copying. The District shall also have the right to set up on the City's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations.

It is Mutually Agreed by All Public Agencies as Parties to this Agreement:

15. Each of the parties hereto shall maintain, repair, replace if necessary and operate the sanitary sewerage facilities under its jurisdiction to the extent this Agreement requires such maintenance and operation.

16. Each of the parties hereto shall hold each of the other parties and their officers, agents and employees, harmless from and indemnify each and all of them against all claims, loss or liability for damages to third persons caused by such party's construction, installation, maintenance and operation of its facilities and shall reimburse each of the other parties hereto, their officers, agents and employees for all damages, costs and expenses caused to them by such party's construction, installation, maintenance and operation of facilities by said party. Each of the parties shall defend any and all claims and suits arising from their operation of facilities to be maintained and operated by it, at its sole cost and expense.

17. Each of the parties hereto shall construct, install, maintain, operate, modify and repair the facilities under their jurisdiction to be used in connection with the providing of sewerage service to San Bruno, so as to comply with all applicable laws, regulations and requirements of each of the parties and of Federal and State authorities relating to the quantity and quality of sewage to be processed hereunder. In the event that Federal or State requirements regarding the quantity and quality of sewage to be processed pursuant to this Agreement are modified in a manner that requires the design and location of additional treatment facilities, the parties agree that the method and implementation of compliance with the modified requirements will be subject to the good faith negotiations of the parties, so that District's treated effluent continues to meet the standards of State and Federal authorities during the term of this agreement.

18. This agreement shall not apply to discharge of industrial sewage by City. Should it become necessary to discharge wastes of industrial origin through the facilities covered in this agreement, a separate agreement shall be executed by the parties relating to such industrial discharge.

19. The term of this agreement shall be twenty five (25) years from the date first abovementioned.

20. Except as expressly provided herein, the provisions of this agreement shall in no way affect any other agreement by and between any of the parties hereto as to present or past rights and obligations of any of the parties hereto, and it shall in no way affect the rights of the parties hereto to enter into additional separate agreements relating to facilities owned, operated or within the jurisdiction of any of the parties hereto.

21. This agreement may, from time to time, be changed, altered, supplemented or terminated by and with the consent of each of the parties hereto, expressed by resolution of each of their respective legislative or governing bodies upon written request for such termination by the governing body of any of the parties hereto.

22. It is hereby warranted, that all conditions, acts and things required by the laws of the State of California, ordinances and resolutions of the City, Westborough and the District have been performed prior to the execution of this Agreement by City, by Westborough, and by the District, and entering into this Agreement does not violate any constitutional or statutory limitation, or any limitation imposed by existing resolutions or ordinances of either City, Westborough or District.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate names and attested by their respective officers, thereunto duly authorized effective on the day and year first above written.

CITY OF SAN BRUNO,
a Municipal Corporation – "CITY"

APPROVED AS TO FORM

By _____
City Attorney's Office

By _____
Mayor

By _____
City Manager

WESTBOROUGH COUNTY WATER DISTRICT,
a Water District – "WESTBOROUGH"

APPROVED AS TO FORM

By _____
Westborough Attorney

By _____
President

Attest _____
Secretary

NORTH SAN MATEO COUNTY SANITATION DISTRICT,
a Subsidiary District of the City of Daly City – "DISTRICT"

APPROVED AS TO FORM

By _____
District Counsel

By _____
Chair

Attest _____
General Manager

Technical Memorandum

City of San Bruno

Subject: Peer Review of Olympic Pump Station Record of Decision

Prepared For: Wing Wong, City of San Bruno

Prepared by: Tony Valdivia

Reviewed by: Gisa Ju

Date: August 28, 2012

1 Introduction

RMC Water and Environment (RMC) was requested to perform a peer review of the Record of Decision prepared by the City of San Bruno (City) to compare two alternatives to remedy reliability concerns with regard to the City's Olympic Pump Station. These alternatives are:

- Option A: Abandon the station entirely by installing a short section of sewer main that would connect to the Westborough Water District (WWD) sewer system and eventually discharge to the North San Mateo County Sanitation District (NSMCSD) sewer system and treatment plant; and
- Option B: Rehabilitate/replace the existing pump station and force main.

RMC reviewed the Record of Decision dated July 17, 2012, which included the proposed Agreement between the City, WWD and NSCMD; a letter from the WWD to the City presenting its requirements for accepting the City's flows; the City's estimate for rehabilitation and replacement of the pump station and force main; and the City's Present Worth Comparison of the two alternatives. Based on this review, RMC has provided general comments and has also re-calculated the present value (PV) for both Option A and Option B based on the information provided in the City's documents. Note that RMC did not evaluate the accuracy of the City's cost estimate for the pump station and force main replacement as part of this review, and has assumed that the City's estimates of costs for sewer transmission and treatment in NSMCSD and City of South San Francisco (SSF) are correct.

The methodology and results of our review are summarized below and detailed on the attached worksheets.

2 General Comments

It is presumed that NSMCSD and WWD have evaluated the potential impact of the additional flows from the Olympic Pump Station area and determined that their facilities have adequate capacity to convey those flows, although there is no information presented that confirms that evaluation. RMC developed hydraulic models and completed capacity assessments of both systems in 2009 (NSMCSD) and 2010 (WWD) but was not asked by those agencies to confirm whether the City's flows would impact their systems. The letter from WWD states that as a condition of the agreement, the City would need to perform a "flow test" to confirm that WWD facilities have sufficient capacity to handle the flows. This would imply that WWD has not verified that their system has this capacity or whether additional capacity improvement would be needed to convey the City's flows. Flows from the City would have to be conveyed through two

of WWD's pump stations (Westborough and Rowntree) before entering NSMCSD's sewer system.

The proposed Agreement states that the City would pay 15% (assumed flow proportional share) of WWD's capital costs for repair and replacement of jointly used transmission facilities. As noted above, the shared transmission facilities would include pipelines as well as two of WWD's pump stations, and the condition of those facilities would need to be evaluated in order to determine potential needs for repair or replacement. Either this cost (which would be difficult to estimate at this time) is not included in the City's Present Worth analysis, or the City has interpreted this to be an annual Operation & Maintenance (O&M) cost equivalent to \$40,000 per year in current dollars. The basis for this value is not clear.

The City's analysis of Option A does not include the capital cost for construction of the connector pipe from Olympic Pump Station to the WWD system (approximately 280 feet in length) and abandonment of the existing pump station and force main, although this is not likely to be a major cost component.

3 Present Value Cost Calculation Methodology

3.1 Cost Assumptions

Generally, costs associated with either Option A and Option B consist of one-time costs and annual costs. RMC's PV calculations make use of the following assumptions:

- One-time costs for each project occur in the "current" year (Year 0) in each case, and thus these costs already represent PV.
- Annual costs are assumed to occur over a 30-year period, Years 1 through 30.
- RMC has not revised construction or capital or annual costs beyond what was provided by the City.
- The annual increase in operations and maintenance fees and sewer rates has been assumed to be 6%, per City assumptions. That is to say, these costs will increase 6% each year relative to the prior year, which adds significantly to the costs over time.
- RMC has assumed a salvage value for all facilities at the conclusion of the 30-year evaluation period. Assumptions regarding this value are described below.

3.2 Financial Assumptions

The discount rate for PV calculation was set at 4%, based on information provided by the City. It is assumed that rate represents reflects typical interest rate assumptions used by the City in similar analyses.

3.3 Present Value Calculations

For clarity, RMC has discretely calculated the costs for each year of the project life cycle, beginning with construction of the project infrastructure (Year 0) and continuing through 30 years of operation. The 30-year life cycle is based on the City's assumption of a 30-year useful life for the pump station in Option B. Note that many of the facility components may outlast this life cycle, and would therefore have remaining salvage value at the end of the 30-year period (see Section 3.4 for additional discussion). Annual O&M costs have been escalated by 6% per year, as described above, including costs that would be paid under Option B to continue to convey wastewater to SSF.

The PV for each individual year has been calculated using the function:

$$PV_t = \text{Cost}_t / (1+i)^t$$

Where: PV = Present Value;
 t = Year (0-30); and
 i = interest rate

The resulting PV represents the value, in "current" dollars, of the annual cost for a given year. Put another way, the PV for a given year is the amount of money the City would invest now at the given interest rate in order to accrue the required funds for that year. The total PV for a project is the sum of the PV across the life-cycle of the project, including salvage value.

3.4 Salvage Value

An important consideration in evaluating PV is what value will remain for the initial assets at the conclusion of the evaluation period. This "salvage value" varies by the type of asset. Pipelines, both gravity and force mains, are typically designed for a useful life of 100 years with proper maintenance, and so will retain most of their value 30 years after construction. Pump station structures will also retain most of their value, typically requiring only minor rehabilitation after 30 years. By contrast, electrical and mechanical equipment will typically require complete replacement within 30 years. Assumptions used in this analysis are as follows:

Component	Salvage Value Assumptions
Pipelines (pressure and gravity)	<ul style="list-style-type: none"> • Typical design life = 100+ years before major rehabilitation or replacement • Salvage Value @ 30 years = 2/3 of original construction cost
Pump Station Electrical and Mechanical	<ul style="list-style-type: none"> • Assume electrical/mechanical costs comprise 50% of total original construction cost • Typical design life = 20-30 years before major rehabilitation or replacement • Salvage Value @ 30 years = \$0
Pump Station Structures	<ul style="list-style-type: none"> • Assume structural costs comprise 50% of total original construction cost • Salvage Value @ 30 years = 80% of original construction cost

3.5 Additional Refinements

The PVs calculated for each alternative are appropriate for comparison between the two alternatives, as these PV calculations include cost components unique to each alternative. However, RMC feels that the PV calculations for Option A are missing the following components, not provided by the City, and recommends that they be added prior to finalizing the PV calculations:

1. The one-time (Year 0) capital cost of the project to connect to the Westborough system should be added to Option A, including all design, permitting, CEQA, management and administrative costs. The equivalent construction cost is included in the Option B PV calculations, and should be added to Option A for consistency.
2. Confirm that all required permitting and CEQA work is accounted for in Option A and Option B (these are the responsibility of the City per the draft MOA)
3. Add and escalate an annual cost for the maintenance of the new gravity sewer and related improvements for Option A. The equivalent costs are included for Option B, and should be added to Option A for consistency, though the Option A costs will be much smaller.

RMC does not have sufficient data to confirm or complete the above recommended actions, but we have indicated where these costs should be included in the PV worksheets.

4 Summary of Findings

The PV calculations for both alternatives are shown on the attached worksheets. The total PV for each option is summarized in the following table, however **RMC recommends implementing the changes described above and addressing the other items described under "General Comments" prior to drawing final conclusions.**

Total Present Value, 30-Year Life Cycle¹

Alternative	Total Present Value
Option A – Bypass system to WWD/NSMCSD	\$11.8 million
Option B – Rehab Olympic Pump Station and Force Main	\$10.3 million

¹RMC recommends that the items described under "Additional Refinements," above, be added to the PV calculations prior to drawing final conclusions.

Per the table above, there is a significant difference in the PV of the two alternatives (approximately \$1.5 million), and Option B appears to be more cost effective.

Present Value Calculations For Option A: Bypass system to Westborough/Daly City

One Time Costs (Year 0)

Item	Year	Payment (Current \$)	Present Value
Initial Payment to District	0	\$1,214,200	\$1,214,200
Capital Cost Estimate	0	\$0	\$0
Subtotal Present Value, 30 year Life Cycle:			\$1,214,200



<--- Add pipe construction costs and cost of decommissioning existing pump station.

Annual Costs Over 30-Year Life Cycle

Assumed Discount Rate (i): 4%
 Assume Annual Increase: 6%

$$PV = \frac{(Cost)}{(1+i)^t}$$

Year (t)	Annual O&M Cost (Current \$) <i>Including annual escalation</i>	Sewer Fees to District (Current \$) <i>Including annual escalation</i>	Maintenance of New Transmission Sewer (Current \$)	Present Value
1	\$40,000	\$233,500		\$262,981
2	\$42,400	\$247,510		\$268,038
3	\$44,944	\$262,361		\$273,193
4	\$47,641	\$278,102		\$278,446
5	\$50,499	\$294,788		\$283,801
6	\$53,529	\$312,476		\$289,259
7	\$56,741	\$331,224		\$294,821
8	\$60,145	\$351,098		\$300,491
9	\$63,754	\$372,164		\$306,270
10	\$67,579	\$394,493		\$312,160
11	\$71,634	\$418,163		\$318,163
12	\$75,932	\$443,253		\$324,281
13	\$80,488	\$469,848		\$330,517
14	\$85,317	\$498,039		\$336,873
15	\$90,436	\$527,921		\$343,352
16	\$95,862	\$559,596		\$349,955
17	\$101,614	\$593,172		\$356,685
18	\$107,711	\$628,762		\$363,544
19	\$114,174	\$666,488		\$370,535
20	\$121,024	\$706,477		\$377,661
21	\$128,285	\$748,866		\$384,924
22	\$135,983	\$793,798		\$392,328
23	\$144,141	\$841,426		\$399,871
24	\$152,790	\$891,912		\$407,561
25	\$161,957	\$945,426		\$415,398
26	\$171,675	\$1,002,152		\$423,387
27	\$181,975	\$1,062,281		\$431,529
28	\$192,894	\$1,126,018		\$439,827
29	\$204,467	\$1,193,579		\$448,286
30	\$216,736	\$1,265,194		\$456,906
Subtotal, Present Value of 30 Years O&M:				\$10,541,039



Salvage Value

Item	Year	Payment (Current \$)	Present Value
New Sewer Salvage Value ¹	31	\$0	\$0
Subtotal Present Value of Salvage Value, 30 year Life Cycle:			\$0



<--- Assume salvage value at 2/3 of initial construction cost. Value should be negative.

¹ Sewer assumed to have salvage value equal to 2/3 of original construction cost

TOTAL PRESENT VALUE (PV)	
One Time Costs	\$1,214,200
Annual Costs	\$10,541,039
Salvage Value	\$0
TOTAL PV	\$11,755,239

**Present Value Calculations For Option B:
Rehab Olympic Pump Station and Force Main**

One Time Costs (Year 0)

Item	Year	Payment (Current \$)	Present Value
Estimated Construction Cost	0	\$3,227,375	\$3,227,375
Subtotal Present Value, 30 year Life Cycle			\$3,227,375

Annual Costs Over 30-Year Life Cycle

Assumed Discount Rate (i): 4%
 Assume Annual O&M Increase: 6%
 PV = $\frac{(\text{Cost})}{(1+i)^t}$

Year (t)	Annual O&M Cost (Current \$) Including annual escalation	Sewer transmission and treatment Fees including annual escalation (subject to negotiation)	Present Value
1	\$150,000	\$40,000	\$182,692
2	\$159,000	\$42,400	\$186,206
3	\$168,540	\$44,944	\$189,786
4	\$178,652	\$47,641	\$193,436
5	\$189,372	\$50,499	\$197,156
6	\$200,734	\$53,529	\$200,948
7	\$212,778	\$56,741	\$204,812
8	\$225,545	\$60,145	\$208,751
9	\$239,077	\$63,754	\$212,765
10	\$253,422	\$67,579	\$216,857
11	\$268,627	\$71,634	\$221,027
12	\$284,745	\$75,932	\$225,278
13	\$301,829	\$80,488	\$229,610
14	\$319,939	\$85,317	\$234,025
15	\$339,136	\$90,436	\$238,526
16	\$359,484	\$95,862	\$243,113
17	\$381,053	\$101,614	\$247,788
18	\$403,916	\$107,711	\$252,553
19	\$428,151	\$114,174	\$257,410
20	\$453,840	\$121,024	\$262,360
21	\$481,070	\$128,265	\$267,406
22	\$509,935	\$135,983	\$272,548
23	\$540,531	\$144,141	\$277,790
24	\$572,962	\$152,790	\$283,132
25	\$607,340	\$161,957	\$288,576
26	\$643,781	\$171,675	\$294,126
27	\$682,407	\$181,975	\$299,782
28	\$723,352	\$192,894	\$305,547
29	\$766,753	\$204,467	\$311,423
30	\$812,758	\$216,736	\$317,412
Subtotal, Present Value of 30 Years O&M:			\$7,322,843

Salvage Value

Item	Year	Initial Construction Cost (Current \$)	Present Value
Pump Station Structures ¹	31	-\$795,340	-\$130,638
Pump Station Electrical/Mechanical ²	31	\$0	\$0
Force Main Salvage Value ³	31	-\$692,683	-\$113,777
Subtotal Present Value of Salvage Value, 30 year Life Cycle:			-\$244,415

¹ Structural components (50% of total construction) assumed to have 80% salvage value @ 30 years

² Electrical/Mechanical components (50% of total construction) assumed to require complete replacement at 30 years. No salvage value.

³ Force main assumed to have salvage value equal to 2/3 of original construction cost

TOTAL PRESENT VALUE (PV)	
One Time Costs	\$3,227,375
Annual Costs	\$7,322,843
Salvage Value	-\$244,415
TOTAL PV	\$10,305,803

ATTACHMENT 5 -COST ESTIMATE

OLYMPIC PUMP STATION REHAB & FORCE MAIN REPLACEMENT

Pump Station Rehab

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1	LS	\$75,000.00	\$75,000.00
2	Potholing	1	LS	\$5,000.00	\$5,000.00
3	Demolition	1	LS	\$50,000.00	\$50,000.00
4	Clear & Grub	1	LS	\$20,000.00	\$20,000.00
5	Shoring	1	LS	\$75,000.00	\$75,000.00
6	Excavate Structure	1	LS	\$50,000.00	\$50,000.00
7	Foundation Work	1	LS	\$50,000.00	\$50,000.00
8	Wet Well Reconstruction	1	LS	\$100,000.00	\$100,000.00
9	Building Structure	1	LS	\$150,000.00	\$150,000.00
10	Internal Piping	1	LS	\$75,000.00	\$75,000.00
11	Temporary Electric Service	1	LS	\$15,000.00	\$15,000.00
12	Tempory Bypass Pumping	1	LS	\$15,000.00	\$15,000.00
13	New Pumps	3	EA	\$50,000.00	\$150,000.00
14	MCC Control Panel	1	EA	\$100,000.00	\$100,000.00
15	Emergency Generator and ATS	1	EA	\$300,000.00	\$300,000.00
16	Electrical Work	1	LS	\$100,000.00	\$100,000.00

Pump Station Rehab: \$1,330,000.00

Force Main Replacement

17	Mobilization and Demobilization	1	LS	\$40,000.00	\$50,000.00
18	Potholing	1	LS	\$8,000.00	\$10,000.00
19	Traffic Control/ Notification	1	LS	\$25,000.00	\$25,000.00
20	Sheeting, Shoring, and Bracing	1	LS	\$30,000.00	\$50,000.00
21	Temporary By-pass Pumping	1	LS	\$15,000.00	\$25,000.00
22	10-inch HDPE Force Main	2,600	LF	\$200.00	\$520,000.00
23	Re-construct Manholes	2	EA	\$6,000.00	\$15,000.00

Force Main Replacement: \$695,000.00

Pump Station and Force Main Subtotal: \$2,025,000.00

Construction Contingency 15%: \$303,750.00

Construction Total: \$2,328,750.00

Engineering Design 30% \$698,625.00

Project Management and Inspection: \$200,000.00

TOTAL PROJECT: \$3,227,375.00

ATTACHMENT 6

Present Value Calculation For Option A: Bypass System to WWD/NSMCSD

One Time Costs (Year 0)			
Year	Item	Payment (Current \$)	Present Value
0	Initial Payment to NSMCSD	\$1,214,200	\$1,214,200
0	Capital Cost- New Tie-In Sewer	\$250,000	\$250,000

Subtotal Present Value, 30-Year Life Cycle: \$1,464,200

Annual Costs Over 30-Year Life Cycle					
Assumed Discount Rate (i):		4%	PV= Cost		
Assumed Annual Escalation:		6%	(1+ i) ^t		
Year (t)	Sewer Fee to NSMCSD (Current \$)	Annual O&M Cost to WWD (Current \$)	Maintenance of New Tie-In Sewer (Current \$)	Yearly Total (Current \$)	Present Value
1	\$233,500	\$50,000	\$10,000	\$293,500	\$282,212
2	\$247,510	\$53,000	\$10,600	\$311,110	\$287,639
3	\$262,361	\$56,180	\$11,236	\$329,777	\$293,170
4	\$278,102	\$59,551	\$11,910	\$349,563	\$298,808
5	\$294,788	\$63,124	\$12,625	\$370,537	\$304,554
6	\$312,476	\$66,911	\$13,382	\$392,769	\$310,411
7	\$331,224	\$70,928	\$14,185	\$416,335	\$316,381
8	\$351,098	\$75,182	\$15,036	\$441,315	\$322,465
9	\$372,164	\$79,692	\$15,938	\$467,794	\$328,666
10	\$394,493	\$84,474	\$16,895	\$495,862	\$334,987
11	\$418,183	\$89,542	\$17,908	\$525,614	\$341,429
12	\$443,253	\$94,915	\$18,983	\$557,151	\$347,995
13	\$469,848	\$100,610	\$20,122	\$590,580	\$354,687
14	\$498,039	\$106,646	\$21,329	\$626,014	\$361,508
15	\$527,921	\$113,045	\$22,609	\$663,575	\$368,460
16	\$559,596	\$119,828	\$23,966	\$703,390	\$375,546
17	\$593,172	\$127,018	\$25,404	\$745,593	\$382,768
18	\$628,762	\$134,639	\$26,928	\$790,329	\$390,129
19	\$666,488	\$142,717	\$28,543	\$837,749	\$397,631
20	\$706,477	\$151,280	\$30,256	\$888,013	\$405,278
21	\$748,866	\$160,357	\$32,071	\$941,294	\$413,072
22	\$793,798	\$169,978	\$33,996	\$997,772	\$421,015
23	\$841,426	\$180,177	\$36,035	\$1,057,638	\$429,112
24	\$891,912	\$190,987	\$38,197	\$1,121,097	\$437,364
25	\$945,426	\$202,447	\$40,489	\$1,188,362	\$445,775
26	\$1,002,152	\$214,584	\$42,919	\$1,259,664	\$454,347
27	\$1,062,281	\$227,469	\$45,494	\$1,335,244	\$463,085
28	\$1,126,018	\$241,117	\$48,223	\$1,415,359	\$471,990
29	\$1,193,579	\$255,584	\$51,117	\$1,500,280	\$481,067
30	\$1,265,194	\$270,919	\$54,184	\$1,590,297	\$490,318

Subtotal Present Value of 30 Years O&M and Sewer Fees: \$11,311,865

Salvage Value				
Year	Item	Initial Construction Cost (Current \$)	Salvage Value (Current \$)	Present Value
0	Pump Station Structure ¹	(\$65,000)	(\$48,750)	(\$48,750)
0	Pump Station Electrical/Mechanical ²	(\$65,000)	\$0	\$0
0	Force Main ³	(\$70,000)	(\$35,000)	(\$35,000)
30	New Tie-In Sewer ⁴	(\$250,000)	(\$125,000)	(\$38,540)

Subtotal Present Value of Salvage Values, 30-Year Life Cycle: (\$122,290)

- ¹ Structural components assumed to have salvage value of 75% of original construction cost.
- ² Electrical/Mechanical components assumed to require complete replacement. No salvage value.
- ³ Force main assumed to have salvage value equal to 50% of original construction cost.
- ⁴ Tie-In Sewer assumed to have salvage value equal to 50% of original construction cost.

TOTAL PRESENT VALUE (PV)	
One Time Costs	\$1,464,200
Annual Costs	\$11,311,865
Salvage Values	(\$122,290)
TOTAL PV	\$12,653,775

ATTACHMENT 7

Present Value Calculation For Option B: Rehab Olympic Pump Station and Force Main

One Time Costs (Year 0)			
Year	Item	Payment (Current \$)	Present Value
0	Estimated Total Cost for Design, Construction, and Staff Time.	\$3,227,335	\$3,227,335

Subtotal Present Value, 30 Year Life Cycle: \$3,227,335

Annual Costs Over 30-Year Life Cycle				
Assumed Discount Rate (i):		4%	PV= Cost	
Assumed Annual Escalation:		6%	(1+ i) ^t	
Year (t)	Annual O&M Cost Including Annual Escalation (Current \$)	Sewer Transmission and Treatment Fees to SSF (Current \$)	Yearly Total (Current \$)	Present Value
1	\$150,000	\$60,000	\$210,000	\$201,923
2	\$159,000	\$63,600	\$222,600	\$205,806
3	\$168,540	\$67,416	\$235,956	\$209,764
4	\$178,652	\$71,461	\$250,113	\$213,798
5	\$189,372	\$75,749	\$265,120	\$217,909
6	\$200,734	\$80,294	\$281,027	\$222,100
7	\$212,778	\$85,111	\$297,889	\$226,371
8	\$225,545	\$90,219	\$315,762	\$230,724
9	\$239,077	\$95,631	\$334,708	\$235,161
10	\$253,422	\$101,369	\$354,791	\$239,684
11	\$268,627	\$107,451	\$376,078	\$244,293
12	\$284,745	\$113,898	\$398,643	\$248,991
13	\$301,829	\$120,732	\$422,561	\$253,779
14	\$319,939	\$127,976	\$447,915	\$258,660
15	\$339,136	\$135,654	\$474,790	\$263,634
16	\$359,484	\$143,793	\$503,277	\$268,704
17	\$381,053	\$152,421	\$533,474	\$273,871
18	\$403,916	\$161,566	\$565,482	\$279,138
19	\$428,151	\$171,260	\$599,411	\$284,506
20	\$453,840	\$181,536	\$635,376	\$289,977
21	\$481,070	\$192,428	\$673,498	\$295,554
22	\$509,935	\$203,974	\$713,908	\$301,237
23	\$540,531	\$216,212	\$756,743	\$307,031
24	\$572,962	\$229,185	\$802,147	\$312,935
25	\$607,340	\$242,936	\$850,276	\$318,953
26	\$643,781	\$257,512	\$901,293	\$325,087
27	\$682,407	\$272,963	\$955,370	\$331,338
28	\$723,352	\$289,341	\$1,012,693	\$337,710
29	\$766,753	\$308,701	\$1,073,454	\$344,205
30	\$812,758	\$325,103	\$1,137,861	\$350,824

Subtotal Present Value of 30 years O&M and Sewer Fees: \$8,093,668

Salvage Value				
Year	Item	Initial Construction Cost (Current \$)	Salvage Value (Current \$)	Present Value
30	Pump Station Structure ¹	(\$665,000)	(\$498,750)	(\$153,774)
30	Pump Station Electrical/Mechanical ²	(\$665,000)	0	\$0
30	Force Main ³	(\$695,000)	(\$347,500)	(\$107,141)

Subtotal Present Value of Salvage Values, 30 year Life Cycle: (\$260,915)

¹ Structural components (50% of total construction) assumed to have 75% salvage value @ 30 years.

² Electrical/Mechanical components (50% of total construction) assumed to require complete replacement at 30 years. No salvage value.

³ Force main assumed to have salvage value equal to 50% of original construction cost.

TOTAL PRESENT VALUE (PV)	
One Time Costs	\$3,227,335
Annual Costs	\$8,093,668
Salvage Values	(\$260,915)
TOTAL PV	\$11,060,089