



“The City With a Heart”

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

AGENDA **Amended 4/8/13**
SAN BRUNO CITY COUNCIL

April 9, 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:

The San Bruno Police Department in coordination with Congresswoman Jackie Speier and other North San Mateo County Police Agencies, will co-sponsor a Gun Buyback on Saturday April 23rd from 9:00 a.m. to 12:00 noon at 1050 Old Mission Road in South San Francisco. Guns will be accepted for buyback from residents of North San Mateo County.

4. PRESENTATIONS:

- a. Receive Presentation from Deborah Owdom, Project Director Retired and Senior Volunteer Program (RSVP) of San Mateo County and Present Proclamation on Mayors Day of Recognition for National Service.
- b. Present Proclamation Recognizing the Bay Area Water Supply and Conservation Agency (BAWSCA) on its 10th Anniversary of Service to Residents of its Member Cities.
- c. Present Proclamation Declaring the Week of April 21 Through April 27, 2013 as West Nile Virus and Mosquito and Vector Control and Awareness Week in San Bruno.

5. REVIEW OF AGENDA:

6. APPROVAL OF MINUTES: Regular City Council Meeting of March 26, 2013.

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 March 18 & 25, April 1, 2013.
- b. **Approve:** Payroll of March 24, 2013.
- c. **Approve:** Appointment of Vice Mayor Irene O’Connell to a Four Year Term on the Bay Area Water Supply and Conservation Agency (BAWSCA) Board of Directors Through June 30, 2017.

- d. **Adopt:** Resolution Authorizing the City Manager to Execute an Agreement with the U.S. Soccer Foundation Accepting a \$50,000 Grant for Lions Field Synthetic Turf Project.

8. PUBLIC HEARINGS:

Hold Public Hearing, Waive First Reading, and Introduce Ordinance Amending the Municipal Code to Establish Police Permit System for New Firearms Dealers.

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

10. CONDUCT OF BUSINESS:

- a. Adopt Resolution Authorizing the City Manager to Execute a Contract with HydroScience Engineers, Inc. for the Design of Olympic Pump Station Rehabilitation and Force Main Replacement Project in an Amount Not-to-Exceed \$261,069.
- b. Adopt Resolution Authorizing the City Manager to Execute a Construction Contract with Bay Cities Pyrotecator, Inc. for the Cable and Technology Fire Suppression System Project in the Amount of \$69,545 Approving a Construction Contingency of \$10,430 and Amending the Budgeted Appropriation of Funding for the Project.
- c. Review Report and Authorize Process for the Disposition and Development of Vacant Lots Within the Crestmoor Neighborhood.

11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:

Receive Annual Report from the Citizens Crime Prevention Committee.

12. COMMENTS FROM COUNCIL MEMBERS:

13. CLOSED SESSION:

- a. Conference with Legal Counsel—Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) One Case: AT&T v. City of San Bruno, San Mateo County Superior Court Case #518268.
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: Parcel Nos. 019-024-220 and 019-024-240
Agency Negotiator: City Manager
Negotiating Parties: City of San Bruno and Bullis Family and Greig Family
Under Negotiation: Price and Terms of Payment

14. ADJOURNMENT:

The next regular City Council Meeting will be held on April 23, 2013 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Proclamation



Recognizing the Bay Area Water Supply & Conservation Agency (BAWSCA) on its 10th Anniversary of Service to Residents of its Member Cities

WHEREAS, on May 23, 2013, the Bay Area Water Supply & Conservation Agency (BAWSCA) will complete its first ten years since it was formed in 2002 by member agencies following authorization by the State Legislature through AB 2058; and

WHEREAS, of its many achievements, BAWSCA entered a long-term water supply agreement that specified ways by which water users receive a reliable supply of high quality water at a fair price; and

WHEREAS, BAWSCA compelled San Francisco to implement a Water Supply Improvement Program to rebuild the regional water system, protecting 1.7 million residents, 30,000 businesses, and countless community organizations in its service area; and

WHEREAS, BAWSCA closely monitors the \$4.6 billion rebuilding program and recommends actions for San Francisco to keep it on scope, on budget, and on schedule; and

WHEREAS, BAWSCA has saved its water customers \$17 million by auditing and enforcing water agreement provisions and saved \$62 million by issuing bonds to prepay prior capital investments; and

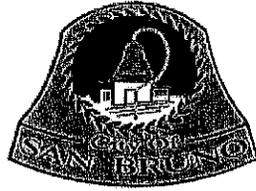
WHEREAS, BAWSCA has launched award-winning water conservation programs that save water and money, and leverage the staff of member agencies.

NOW, THEREFORE, BE IT RESOLVED that I, Jim Ruane, Mayor of the City of San Bruno, do hereby recognize and congratulate the Bay Area Water Supply & Conservation Agency on its 10th Anniversary of valuable service to residents of its member agencies.

Dated this 9th day of April 2013

Jim Ruane, Mayor

Proclamation



Proclaiming the Week of April 21 through 27, 2013, As West Nile Virus and Mosquito and Vector Control Awareness Week

WHEREAS, West Nile virus is a mosquito-borne disease that can result in death or severe debilitation of humans, horses, birds, and wildlife; and

WHEREAS, in 2012, West Nile virus resulted in 19 deaths in California and over 470 individuals in 31 counties tested positive for the virus, of which over 300 developed neuroinvasive disease; and

WHEREAS, adequately funded mosquito control, disease surveillance, and public awareness programs are the best ways to prevent outbreaks of West Nile virus; and

WHEREAS, mosquitoes continue to be a source of illness, death, and human suffering, and professional mosquito control based on scientific research has made great advances in reducing mosquitoes and the diseases they transmit; and

WHEREAS, the San Mateo County Mosquito and Vector Control District works with other public health agencies to reduce pesticide risks to humans, animals, and the environment while protecting human health; and

WHEREAS, West Nile Virus and Mosquito and Vector Control Awareness Week will increase the public's awareness of West Nile virus and of the importance of integrated management in controlling mosquitoes and other vectors in San Mateo County.

NOW, THEREFORE, BE IT RESOLVED that I, Jim Ruane, Mayor of the City of San Bruno, do hereby proclaim the week of April 21 through April 27, 2013, be designated as West Nile Virus and Mosquito and Vector Control Awareness Week in the City of San Bruno.

Dated this 9th day of April 2013

Jim Ruane, Mayor

"The City With a Heart"



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

MINUTES SAN BRUNO CITY COUNCIL

March 26, 2013

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 March 26, 2013 at the San Bruno Senior Center, at 1555 Crystal Springs Rd., San Bruno, CA. The meeting was called to order at 7:00 p.m. **Mayor Ruane** thanked the Garden Club for the flower arrangement.

2. ROLL CALL/PLEDGE OF ALLEGIANCE:

Presiding was Mayor Ruane, vice Mayor O'Connell, Council Members Ibarra, Medina, and Salazar. **City Manager Jackson** led the Pledge of Allegiance. Recording by Deputy Clerk Hasha.

3. ANNOUNCEMENTS:

Mayor Ruane welcomed the delegation from our Sister City Narita Japan, they will be here for a few days participating in various activities and events. Mayor Ruane opened a gift from Mayor Koizumi, it was a beautiful laquered box. The City of San Bruno gave Mayor Koizumi a ceramic piece specially commissioned for him by local artist Ruth Jacobson, a Skyline student.

Mayor Ruane reported that City Clerk Carol Bonner is absent tonight, she has had some health issues, she is doing quite well in her recovery, please keep her in your thoughts and prayers and we hope she will be returning very soon.

City Manager Jackson congratulated Mayor Ruane on his recent award as Hibernian of the year, the Hibernian Club of San Francisco recognized Mayor Ruane for the leadership he has provided to our community over the years and especially since the explosion and fire in 2010. It is a huge honor and **City Manager Jackson** is pleased that the solid and stable leadership of San Bruno is recognized widely within our region and our nation.

4. PRESENTATIONS:

Public Services Director Fabry gave a background of recent steps the Council has taken by approving three major policy documents, the Urban Water Management Plan, the Water System Master Plan and the Groundwater Management Plan, these steps were taken by the Council to participate in the Regional Groundwater Storage and Recovery Project. **Director Fabry** then introduced the Program Manager Greg Bartow with San Francisco Public Utilities Commission (SFPUC) who gave a brief presentation outlining the upcoming milestones of the project and detailing the Public Review process of the project, he then answered questions.

5. REVIEW OF AGENDA:

Mayor Ruane moved Item 11, Annual Report of the Bicycle & Pedestrian Advisory Committee, to follow Item 8, Public Hearings.

6. APPROVAL OF MINUTES:

Regular City Council Meeting of March 12, 2013, approved as submitted.

7. CONSENT CALENDAR:

- a. **Approve:** Accounts Payable of March 11, 2013.
- b. **Approve:** Payroll of March 10, 2013.
- c. **Accept:** Reconciliation of General Ledger to Bank Reports and the Investment Reports Dated February 28, 2013.
- d. **Adopt:** Resolution Supporting Senate Bill 135 to Create a Statewide Earthquake Early Warning System in California.

Councilmember Salazar pulled Item 7.d.

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

Councilmember Salazar shared some information on Item 7.d., which was provided to him by the City Manager and said he supports the effort of looking into this system, however it will cost the State \$82,000,000 initially and \$15,000,000 to operate annually. Although it offers as much as a full minute of warning before a major event and other countries have had success with them, due to the cost, Councilmember Salazar suggests careful consideration and that the technology might not be quite ready.

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

8. PUBLIC HEARINGS: None.

11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:

Moved to this earlier place from its original place later in the agenda.

Committee Member Henry Mar acknowledged, Chair Randy Brase, introduced Vice Chair Dave Nigel and member Jeffrey Tong, and acknowledged members Walter Bird and Cecile Riborozo and thanked council liaison Mayor Ruane and staff liaison Laura Russell. Member Mar reviewed the Committee's accomplishments as well as their plans for the next year.

Mayor Ruane thanked the Bicycle & Pedestrian Advisory Committee for all they do.

9. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:

Marc Hershman, District Director for California State Senator Jerry Hill, invited the council, staff and the community to two events that their office is hosting, Thursday 3/28, an open house in conjunction with Assemblyman Kevin Mullin, from 4 to 6 p.m., at their San Mateo office, at 1528 El Camino in San Mateo. Also on Friday, 4/5 "Java with Jerry" at Never Too Latte, here on San Mateo Avenue, from 8 to 9 a.m., it is a chance to speak with the senator directly, there will also be staff on hand to address questions regarding state agencies.

10. CONDUCT OF BUSINESS:

- a. Adopt Resolution Supporting Federal and State Gun Violence Legislation; Provide Direction to Amend the Municipal Code to Establish Police Permit System for New Firearms Dealers and to Amend the Zoning Code to Permit New Firearms Dealers Only in the M-1 Industrial Zoning District.

City Attorney Zafferano and **Chief of Police Telford** made a PowerPoint presentation to council. The **City Attorney** explained that this resolution and council direction to research

amending the municipal code and zoning code, is the first phase of implementation of the plan to reduce gun violence, he explained the provisions of each of the potential code amendments. He asked for council direction to determine if the zoning code amendment would be given to the Planning Commission for review as part of the General Zoning Code Update or separately to be reviewed sooner.

Chief Telford spoke about the upcoming “gun buy back program” that is being coordinated with Jackie Spieir’s office and involve various county agencies, there will be a meeting to set the date and details this week. He reminded that aside from the gun buy back program, citizens can turn guns in any time, they just need to call the non-emergency number at the Police Department to make arrangements.

Councilmember Ibarra introduced the resolution for adoption supporting federal legislation it passed with a unanimous vote.

City Attorney Zafferano clarified that municipal code amendments would come back to council at an upcoming meeting in the form of an ordinance for introduction. He asked council which timing they prefer for the amendment to the zoning code.

Mayor Ruane thought it made sense to do the zoning code amendment with the update.

Vice Mayor O’Connell asked Director Woltering what the timing of the update is.

Community Development Director Woltering explained that the General Zoning Code Update will be complete by the end of the year and if the zoning amendment is taken separately, it would take about four months.

Mayor Ruane concluded that it will be best to do it with the General Zoning Code Update.

Councilmember Salazar asked for clarification regarding the vacant storefront that used to be a gun store on El Camino Real, and would it be possible for another gun store to open at this location before the zoning code is amended.

City Attorney Zafferano the previous gun store was a non-conforming use, this store was in a different zoning district than the one gun stores are currently allowed in and that location does not have a conditional use permit, therefore a new gun store would not be allowed to operate there.

- b. Adopt Resolution Authorizing Purchase of Street Light Poles and Pole Arms from Alameda Electrical Distributors in the Amount of \$34,519.27.

Director of Public Services Fabry gave a brief overview of this project and the process that was followed to receive the bids.

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

11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:

This item was moved to follow Item 8.

12. COMMENTS FROM COUNCIL MEMBERS: None

13. CLOSED SESSION: None

14. ADJOURNMENT:

Mayor Ruane closed the meeting at 7:45 p.m. The next regular City Council Meeting will be held on April 9, 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
April 9, 2013

Carol Bonner, City Clerk

Jim Ruane, Mayor

03/18/13

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$89,656.56
190	EMERGENCY DISASTER FUND	\$8,256.25
201	PARKS AND FACILITIES CAPITAL	\$1,862.26
203	STREET IMPROVE. PROJECTS	\$1,414.79
207	TECHNOLOGY CAPITAL	\$532.74
611	WATER FUND	\$2,221.88
621	STORMWATER FUND	\$466.63
631	WASTEWATER FUND	\$544.49
641	CABLE TV FUND	\$14,705.82
701	CENTRAL GARAGE	\$19,916.52
702	FACILITY MAINT. FUND	\$6,840.79
707	TECHNOLOGY DEVELOPMENT	\$4,365.17
TOTAL FOR APPROVAL		\$150,783.90

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 140477 THROUGH 140603 INCLUSIVE, TOTALING IN THE AMOUNT OF \$150,783.90 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 3/19/13
FINANCE DIRECTOR DATE

7a

Document group: komalley Bank: apbank 05507660

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0098588	140503	3/18/2013	3,388.50
0017051	140504	3/18/2013	2,800.00
0090936	140505	3/18/2013	2,800.00
0013595	140506	3/18/2013	847.40
0097608	140507	3/18/2013	3,000.00
0017802	140508	3/18/2013	43.40
0098656	140509	3/18/2013	101.79
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0098978	140550	3/18/2013	276.00
0102820	140529	3/18/2013	289.00
0018169	140513	3/18/2013	534.65
0018092	140515	3/18/2013	1,412.29
0099186	140518	3/18/2013	345.15
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0000317 L.N. CURTIS & SONS	140540	3/18/2013	522.98
0103049 LAURETTA PRINTING© CENTER	140542	3/18/2013	744.94
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0017927 MATTHEW BENDER & CO INC.	140546	3/18/2013	37.42
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0001709 MILLBRAE LOCK	140548	3/18/2013	38.63
0000357 NATIONAL CABLE TV CO-OP, INC.	140549	3/18/2013	1,181.97
0015839 NOR-CAL SIGNS	140551	3/18/2013	194.43
0105238 NORTHERN SERVICES INC.	140552	3/18/2013	6,175.00
0018157 OCLC INC	140553	3/18/2013	320.63
0092263 OFFICE DEPOT INC	140554	3/18/2013	456.26
0000210 OLE'S CARBURETOR &ELECTRIC INC	140555	3/18/2013	1,515.10
0097567 ONE HOUR DRY CLEANING	140556	3/18/2013	65.70
0018701 ORKIN INC.	140557	3/18/2013	544.99
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0000102 PACIFIC WEST SECURITY, INC.	140561	3/18/2013	630.00
0105678 PARIKH CONSULTANTS, INC.	140562	3/18/2013	867.89
0104697 PBS KIDS SPROUT	140563	3/18/2013	680.00
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0018501 PRISM PAK INC.	140569	3/18/2013	108.72
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0017111 RANDOM HOUSE INC	140572	3/18/2013	126.13
0017712 RECALL SECURE DESTRUCTION SERVICES, INC.	140514	3/18/2013	67.80
0016729 RICOH AMERICAS CORPORATION	140573	3/18/2013	415.92
0105668 RONG LI	140543	3/18/2013	276.00
0016213 ROZZI REPRODUCTION&SUPPLY INC.	140575	3/18/2013	532.74
0017807 SAN MATEO COUNTY CONTROLLER'S OFFICE	140511	3/18/2013	9,280.20
0018597 SAN MATEO DAILY JOURNAL	140576	3/18/2013	227.50
0017145 SAN MATEO LAWN MOWER SHOP	140577	3/18/2013	10.28
0096474 SC PLUMBING	140578	3/18/2013	276.00
0102840 SCHAEFFER MFG. CO.	140579	3/18/2013	352.91
0018461 SERRAMONTE FORD, INC.	140580	3/18/2013	785.25
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0017508 SOUTH CITY LUMBER AND SUPPLY	140584	3/18/2013	44.95
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Document group: komalley Bank: apbank 05507660

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0097308 TECHNOLOGY UNLIMITED INC.	140588	3/18/2013	718.27
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	140516	3/18/2013	239.00
0102745 THE MERCURY NEWS	140589	3/18/2013	546.90
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0017133 TURBO DATA SYSTEMS INC	140594	3/18/2013	2,152.01
0103736 TURF STAR, INC.	140595	3/18/2013	636.57
0095538 TV GUIDE NETWORK, INC.	140596	3/18/2013	765.18
0000019 U.S. POSTMASTER	140597	3/18/2013	3,800.00
0102744 UNIVERSAL BUILDING SERVICES	140598	3/18/2013	286.00
0102988 VANTAGEPOINT TRANSFER AGENTS	140599	3/18/2013	7,888.94
0098917 VOLIKOS ENTERPRISES	140600	3/18/2013	181.50
0105295 WINGFOOT COMMERCIAL TIRE	140601	3/18/2013	4,428.07
0018164 WINZER CORPORATION	140603	3/18/2013	230.08
0105686 YIVA WINTZELL	140602	3/18/2013	364.00
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		Total count:	127

03/25/13

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

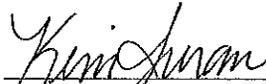
FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$156,453.46
131	IN-LIEU FEES	\$30,000.00
132	AGENCY ON AGING	\$3,874.31
190	EMERGENCY DISASTER FUND	\$8,415.49
201	PARKS AND FACILITIES CAPITAL	\$7,583.32
207	TECHNOLOGY CAPITAL	\$373.31
611	WATER FUND	\$234,298.11
621	STORMWATER FUND	\$76.00
631	WASTEWATER FUND	\$131,975.74
641	CABLE TV FUND	\$35,040.57
701	CENTRAL GARAGE	\$1,346.23
702	FACILITY MAINT. FUND	\$5,767.08
707	TECHNOLOGY DEVELOPMENT	\$7,051.86
711	SELF INSURANCE	\$619.75
891	S.B. GARBAGE CO. TRUST	\$520,409.17

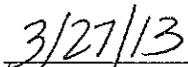
TOTAL FOR APPROVAL \$1,143,284.40

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 140604 THROUGH 140771 INCLUSIVE, TOTALING IN THE AMOUNT OF \$1,143,284.40 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,


FINANCE DIRECTOR


DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017188 3T EQUIPMENT COMPANY INC.	140604	3/25/2013	318.62
0096852 ABAG PLAN CORPORATION	140605	3/25/2013	462.08
0104680 ACCESS 24 COMMUNICATIONS INC.	140606	3/25/2013	158.45
0000858 ADECCO EMPLOYMENT SERVICES	140607	3/25/2013	2,638.72
0103202 ADVANCED MOBILE COMMUNICATIONS	140608	3/25/2013	75.00
0001170 AIRGAS NCN	140609	3/25/2013	181.94
0017459 ALL CITY MANAGEMENT SVC.INC.	140610	3/25/2013	1,800.48
0018976 ALPHA ANALYTICAL LAB. INC.	140612	3/25/2013	3,588.00
0099285 ALVERA DICKSON	140657	3/25/2013	63.86
0102355 AMAZON	140613	3/25/2013	781.03
0018746 AMERICAN LIBRARY ASSOCIATION	140614	3/25/2013	75.00
0000082 AMERICAN MESSAGING	140615	3/25/2013	19.93
0099885 AMOR ARAULLO	140617	3/25/2013	13.84
0105694 ANGEL GELLA	140667	3/25/2013	100.00
0001965 ARISTA BUSINESS	140618	3/25/2013	1,037.09
0016123 AT&T	140619	3/25/2013	555.66
0017191 AT&T	140620	3/25/2013	1,111.76
0018363 AT&T LONG DISTANCE	140621	3/25/2013	15.87
0018465 AT&T MOBILITY	140622	3/25/2013	45.45
0018367 AVAIL-TVN	140623	3/25/2013	5,792.24
0000345 BAKER & TAYLOR BOOKS	140624	3/25/2013	2,968.66
0015628 BAY AREA TREE CO., INC.	140625	3/25/2013	8,500.00
0001849 BAY AREA WATER SUPPLY & CONSERVATION AGEI	140752	3/25/2013	519.03
0018093 BBC WORLDWIDE AMERICA INC.	140626	3/25/2013	776.72
0103924 BEAR DATA SOLUTIONS, INC.	140627	3/25/2013	2,509.46
0105698 BELINDA BYRNE	140634	3/25/2013	200.00
0018000 BOUND TREE MEDICAL LLC	140630	3/25/2013	19.50
0000378 BROADMOOR LANDSCAPE SUPPLY	140631	3/25/2013	52.08
0105705 BRUNA BURTON	140632	3/25/2013	91.92
0096798 BUSINESS PRODUCTS & SUPPLIES	140633	3/25/2013	602.93
0014739 CAL-STEAM	140635	3/25/2013	268.79
0018048 CALLANDER ASSOCIATES LANDSCAPE ARCHITECT	140699	3/25/2013	2,505.17
0100887 CAROLYN BECHTHOLD	140628	3/25/2013	26.46
0100002 CC&R CAPITAL GROUP	140637	3/25/2013	18.22
0017843 CENTRAL COUNTY FIRE DEPT.	140638	3/25/2013	52,123.70
0017284 CHEMSEARCHFE	140639	3/25/2013	1,960.49
0099574 CHI FONG LAI	140697	3/25/2013	100.00
0016324 CINTAS CORPORATION #464	140641	3/25/2013	591.19
0096053 CINTAS DOCUMENT MANAGEMENT	140642	3/25/2013	45.00
0097464 CINTAS FIRST AID & SAFETY	140643	3/25/2013	296.74
0017802 CLEANSOURCE, INC.	140644	3/25/2013	1,360.34
0105091 COLE SUPPLY CO., INC.	140645	3/25/2013	1,001.50
0098656 COMPLETE LINEN SERVICE	140646	3/25/2013	122.93
0105187 CONCERN	140647	3/25/2013	664.44
0105367 CORIX WATER PRODUCTS	140648	3/25/2013	670.53
0000169 COSTA'S / "JUST THINGS"	140649	3/25/2013	97.65
0015857 COUNTY OF SAN MATEO	140650	3/25/2013	76.00
0097934 CWEA-TCP	140651	3/25/2013	280.00
0105697 CYNTHIA OBENCHAIN	140718	3/25/2013	100.00
0095512 DANIELLE BREWER	140653	3/25/2013	140.00
0018188 DAU PRODUCTS	140654	3/25/2013	3,574.70
0105699 DAVID PLEITES	140730	3/25/2013	100.00
0093479 DEPARTMENT OF JUSTICE	140656	3/25/2013	258.00

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Vendor Code & Name	Check #	Check Date	Amount
0104327 EATON PUMP & SALES	140658	3/25/2013	2,875.00
0105709 ELIZABETH STEMBERGA	140750	3/25/2013	108.00
0017300 ENVIRONMENTAL HEALTH FEE	140660	3/25/2013	916.00
0099173 ERICH REX	140739	3/25/2013	7.49
0018304 EXPRESS SAFETY INC.	140662	3/25/2013	162.11
0000944 FEDEX	140663	3/25/2013	49.13
0013714 FIRST NATIONAL BANK	140664	3/25/2013	117.95
0018117 FLYERS ENERGY, LLC	140665	3/25/2013	10,610.64
0098331 FRANK WONG	140768	3/25/2013	98.00
0103258 GC MICRO CORPORATION	140666	3/25/2013	410.20
0105695 GEORGE KAW	140690	3/25/2013	100.00
0104135 GLOBAL TRACKING COMMUNICATIONS, INC.	140756	3/25/2013	29.99
0018864 GMA NETWORK INC.	140668	3/25/2013	1,623.90
0016969 GOLDEN IDEAS	140669	3/25/2013	150.00
0000162 GRAINGER	140670	3/25/2013	991.73
0095966 GREATAMERICA FINANCIAL SVCS.	140671	3/25/2013	574.86
0017914 GSWAW INC.	140672	3/25/2013	3,289.31
0105378 HOME MAID RAVIOLI COMPANY INC.	140674	3/25/2013	407.10
0105691 HOVSEP PILAVDJIAN	140727	3/25/2013	100.00
0091742 HUMAN INVESTMENT PROJECT	140675	3/25/2013	30,000.00
0104529 IMPACT TV	140677	3/25/2013	71.65
0018838 INFOSEND, INC.	140678	3/25/2013	3,807.56
0017150 INSTRUMENT TECHNOLOGY CORP.	140679	3/25/2013	444.84
0103045 INTERACTIVE RESOURCES, INC.	140680	3/25/2013	5,078.15
0104018 INTERSTATE TRAFFIC CONTROL	140681	3/25/2013	353.71
0099054 INTERSTATE TRS FUND	140682	3/25/2013	346.19
0018261 INTL MEDIA DISTRIBUTION, LLC	140683	3/25/2013	5,289.03
0104848 J & B LEAK FINDERS	140684	3/25/2013	2,800.00
0096029 J & R FENCE, INC.	140685	3/25/2013	3,175.00
0098964 JARVIS,FAY,DOPORTO&GIBSON, LLP	140686	3/25/2013	157.67
0105704 JIGNESHABEN KHALASI	140691	3/25/2013	37.71
0103317 JILL ROFII	140742	3/25/2013	1,705.80
0100199 JOHN DAVID	140687	3/25/2013	304.83
0098836 JOHN KIM	140693	3/25/2013	14.98
0096838 JOHN MURPHY	140688	3/25/2013	375.00
0105689 KENNETH LIU	140703	3/25/2013	300.00
0101866 KIDZ LUV SOCCER, INC.	140692	3/25/2013	1,827.00
0000317 L.N. CURTIS & SONS	140696	3/25/2013	133.46
0105693 LEONARD KAKU	140689	3/25/2013	100.00
0104424 LIDIA'S ITALIAN DELICACIES	140701	3/25/2013	2,520.00
0091101 LIEBERT CASSIDY WHITMORE	140702	3/25/2013	55.00
0102701 LISA LUCIANO	140706	3/25/2013	525.00
0105701 LOKESH YAMASANI	140769	3/25/2013	161.24
0018177 LOWE'S	140705	3/25/2013	292.94
0017026 LYNX TECHNOLOGIES, INC.	140707	3/25/2013	975.00
0099968 MADELINE VEGA	140761	3/25/2013	69.00
0091855 MARK REINHARDT	140709	3/25/2013	105.00
0097904 MATTHEW KOSTA	140695	3/25/2013	100.00
0016041 METROMOBILE COMMUNICATIONS	140711	3/25/2013	149.00
0105369 MICHAEL KLEINBERG	140694	3/25/2013	200.00
0018783 MICHAEL V FERRETTI	140712	3/25/2013	200.00
0000662 MISSION CLAY PRODUCTS LLC	140713	3/25/2013	274.45
0105676 MOBILE MODULAR	140714	3/25/2013	7,546.86
0000357 NATIONAL CABLE TV CO-OP, INC.	140715	3/25/2013	3,513.45

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Vendor Code & Name	Check #	Check Date	Amount	
0104535	NEZAT TRAINING AND CONSULTING	140716	3/25/2013	3,850.00
0105708	NITRO PDF PTY LTD	140717	3/25/2013	3,125.00
0092263	OFFICE DEPOT INC	140720	3/25/2013	774.34
0018284	OFFICEMAX INC.	140721	3/25/2013	102.39
0000012	PACIFIC GAS & ELECTRIC	140723	3/25/2013	23,976.62
0000102	PACIFIC WEST SECURITY, INC.	140724	3/25/2013	594.00
0105525	PAMELA ALLARDE	140611	3/25/2013	48.00
0104656	PAULA-JO HUSACK, MA, LMFT, CGP	140676	3/25/2013	740.00
0001154	PENINSULA LIBRARY SYSTEM	140725	3/25/2013	1,900.42
0017260	PETERSON	140726	3/25/2013	922.26
0000294	PITNEY BOWES	140728	3/25/2013	279.66
0018094	PLAYBOY ENTERPRISES, INC.	140729	3/25/2013	10.79
0000285	PREFERRED ALLIANCE, INC.	140731	3/25/2013	266.00
0000071	R & B COMPANY	140732	3/25/2013	192.15
0091044	R.A. METAL PRODUCTS, INC	140733	3/25/2013	2,780.00
0099908	RALPH OLCESE	140722	3/25/2013	6.49
0096863	RAMON ESPINOZA	140661	3/25/2013	400.00
0017111	RANDOM HOUSE INC	140735	3/25/2013	97.65
0105706	RAVEN DABNEY	140652	3/25/2013	29.51
0000175	RECOLOGY SAN BRUNO	140736	3/25/2013	520,409.17
0018761	RENEE RAMSEY	140734	3/25/2013	240.50
0104548	RENNE SLOAN HOLTZMAN SAKAI LLP	140738	3/25/2013	4,067.80
0017987	RISO, INC.	140740	3/25/2013	138.14
0096458	RMC WATER AND ENVIRONMENT	140741	3/25/2013	7,814.97
0105690	ROBERT BLAIR	140629	3/25/2013	100.00
0000022	ROBERT LOUIE	140704	3/25/2013	217.10
0096209	RONALD CIMA	140640	3/25/2013	100.00
0099880	SAMUEL LAKE	140698	3/25/2013	18.25
0018597	SAN MATEO DAILY JOURNAL	140743	3/25/2013	910.00
0104898	SANDRA ARAN	140616	3/25/2013	1,025.70
0000074	SFPUC - WATER DEPARTMENT	140744	3/25/2013	190,698.90
0102917	SFPUC FINANCIAL SERVICES	140745	3/25/2013	4,765.00
0000216	SHOWTIME NETWORKS INC.	140746	3/25/2013	6,440.66
0017676	SIEMENS INDUSTRY, INC.	140747	3/25/2013	754.00
0017806	SIGN*A*RAMA	140748	3/25/2013	232.37
0099314	SOHAILA HERNANDEZ	140673	3/25/2013	75.94
0015875	SPICE DIGITAL NETWORKS	140749	3/25/2013	52.14
0098643	STELLA MANLEY	140708	3/25/2013	17.53
0105703	STELLA MARIE DE LA ROSA	140655	3/25/2013	18.34
0105702	STEPHEN LEEPER	140700	3/25/2013	7.88
0100777	STEVE CASTAGNOLA	140636	3/25/2013	5.87
0092891	STEVE MATISEK	140710	3/25/2013	200.00
0000289	SUN VALLEY DAIRY PRODUCTS	140751	3/25/2013	947.21
0002025	TELECOMMUNICATIONS ENGINEERING ASSOCIATE	140659	3/25/2013	1,984.00
0018275	THE REGENTS OF THE UNIVERSITY OF CA	140719	3/25/2013	504.17
0018088	THE UPS STORE	140753	3/25/2013	207.71
0000036	THOMSON WEST	140754	3/25/2013	501.80
0018818	TOSHIBA BUSINESS SOLUTIONS CA	140755	3/25/2013	28.10
0017932	TRILLIUM USA INC.	140757	3/25/2013	49.66
0017134	TRINET CONSTRUCTION INC.	140758	3/25/2013	112,843.25
0102361	TURNER NETWORK SALES, INC.	140759	3/25/2013	1,913.86
0102744	UNIVERSAL BUILDING SERVICES	140760	3/25/2013	125.00
0105700	VACHESLAV YASNOVSKY	140770	3/25/2013	100.00
0104256	VIBO MUSIC CENTER	140762	3/25/2013	331.20

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Vendor Code & Name	Check #	Check Date	Amount
0098917 VOLIKOS ENTERPRISES	140763	3/25/2013	3,784.47
0103044 WATER ENVIRONMENT FEDERATION	140764	3/25/2013	228.00
0104660 WEST YOST ASSOCIATES, INC.	140765	3/25/2013	3,327.04
0018385 WFCB - OSH COMMERCIAL SERVICES	140766	3/25/2013	137.79
0018580 WILEY PRICE & RADULOVICH LLP	140767	3/25/2013	428.50
0018069 WULFSBERG REESE COLVIG & FIRSTMAN	140737	3/25/2013	132.00
0013721 YOUTH SERVICE BUREAUS	140771	3/25/2013	40,217.00
		GrandTotal:	1,143,284.40
		Total count:	168

04/01/13

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$158,670.17
003	ONE-TIME REVENUE	\$8,506.50
132	AGENCY ON AGING	\$525.00
190	EMERGENCY DISASTER FUND	\$29,599.86
203	STREET IMPROVE. PROJECTS	\$5,690.83
207	TECHNOLOGY CAPITAL	\$221.12
611	WATER FUND	\$217,889.82
621	STORMWATER FUND	\$153.47
631	WASTEWATER FUND	\$27,399.51
641	CABLE TV FUND	\$79,693.95
701	CENTRAL GARAGE	\$4,312.56
702	FACILITY MAINT. FUND	\$2,391.06
703	GENERAL EQUIPMENT REVOLVING	\$43,060.38
707	TECHNOLOGY DEVELOPMENT	(\$64.41)
711	SELF INSURANCE	\$36,617.33
891	S.B. GARBAGE CO. TRUST	\$40,000.00
TOTAL FOR APPROVAL		\$654,667.15

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 2 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 140772 THROUGH 140875 INCLUSIVE, TOTALING IN THE AMOUNT OF \$654,667.15 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

4/3/13
DATE

Document group: dliu Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0096852 ABAG PLAN CORPORATION	140772	4/1/2013	1,039.08
0017053 ACCOUNTEMPS	140773	4/1/2013	2,080.00
0000858 ADECCO EMPLOYMENT SERVICES	140774	4/1/2013	5,673.12
0001170 AIRGAS NCN	140775	4/1/2013	158.32
0017459 ALL CITY MANAGEMENT SVC.INC.	140776	4/1/2013	2,239.44
0001965 ARISTA BUSINESS	140777	4/1/2013	164.32
0097249 ASSOCIATED LIGHTING REP.INC	140778	4/1/2013	5,690.83
0014617 AT&T	140779	4/1/2013	73.70
0017191 AT&T	140780	4/1/2013	319.50
0000345 BAKER & TAYLOR BOOKS	140781	4/1/2013	1,427.54
0105373 BAY AREA CLEANING	140782	4/1/2013	765.00
0103597 BOOKLETTERS, LLC	140783	4/1/2013	1,530.00
0103428 C&J ROOFING CO. INC.	140784	4/1/2013	2,000.00
0100470 CARROT-TOP INDUSTRIES, INC.	140785	4/1/2013	790.05
0017843 CENTRAL COUNTY FIRE DEPT.	140786	4/1/2013	6,375.82
0013965 CH BULL CO.	140787	4/1/2013	14.43
0016324 CINTAS CORPORATION #464	140788	4/1/2013	174.51
0000060 CITY OF MILLBRAE	140789	4/1/2013	244.08
0105124 CLEANSCAPES INC. (RECOLOGY)	140790	4/1/2013	3,465.00
0017802 CLEANSOURCE, INC.	140791	4/1/2013	316.00
0105091 COLE SUPPLY CO., INC.	140792	4/1/2013	888.19
0098656 COMPLETE LINEN SERVICE	140793	4/1/2013	118.25
0015857 COUNTY OF SAN MATEO	140794	4/1/2013	3,401.50
0018331 CSG CONSULTANTS INC.	140795	4/1/2013	5,340.69
0018188 DAU PRODUCTS	140796	4/1/2013	3,472.63
0102820 DEBRA HALL	140811	4/1/2013	289.00
0018092 DISCOVERY COMMUNICATIONS LLC	140797	4/1/2013	1,888.50
0018799 ECONOMIC&PLANNING SYSTEMS INC.	140798	4/1/2013	8,506.50
0104301 EON PRODUCTS INC.	140800	4/1/2013	614.78
0016207 FLINT TRADING INC.	140801	4/1/2013	2,243.21
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	140802	4/1/2013	3,009.00
0018117 FLYERS ENERGY, LLC	140803	4/1/2013	11,270.25
0102869 FRANCHISE TAX BOARD	140804	4/1/2013	550.00
0018272 GALE GROUP INC.	140805	4/1/2013	34.11
0104771 GILLERAN ENERGY MANAGEMENT SERVICES	140799	4/1/2013	9,238.14
0105554 GLOBAL SUN LANDSCAPE	140806	4/1/2013	1,832.00
0000162 GRAINGER	140807	4/1/2013	1,141.48
0000541 GRANITE ROCK COMPANY	140808	4/1/2013	1,061.11
0095966 GREATAMERICA FINANCIAL SVCS.	140809	4/1/2013	161.25
0096316 GREEN CARPET LANDSCAPING & MAINTENANCE	140819	4/1/2013	1,100.00
0000385 HACH COMPANY	140810	4/1/2013	5,154.24
0001786 IN DEMAND-NYC	140812	4/1/2013	1,983.05
0015531 INTERSTATE BATTERY SYS. OF SF	140813	4/1/2013	299.91
0018261 INTL MEDIA DISTRIBUTION, LLC	140814	4/1/2013	2,285.03
0098964 JARVIS,FAY,DOPORTO&GIBSON, LLP	140815	4/1/2013	21,200.00
0000771 JT2 INTEGRATED RESOURCES	140816	4/1/2013	31,777.37
0000132 KELLY-MOORE PAINT CO INC.	140817	4/1/2013	289.66
0105299 KTVU/KICU	140818	4/1/2013	44,304.15
0105245 LATIMERLO STUDIO	140820	4/1/2013	129.35
0104424 LIDIA'S ITALIAN DELICACIES	140821	4/1/2013	525.00
0000389 MATRISHA PERSON	140839	4/1/2013	1,220.70
0102770 METLIFE	140822	4/1/2013	1,205.08
0096800 MOBILE CALIBRATION SVCS. LLC	140823	4/1/2013	305.81

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Vendor Code & Name	Check #	Check Date	Amount	
0103600	MOMENTUM TELECOM, INC.	140824	4/1/2013	21,280.05
0000333	MOSS RUBBER & EQUIP. CORP.	140825	4/1/2013	279.09
0000357	NATIONAL CABLE TV CO-OP, INC.	140826	4/1/2013	3,628.97
0018319	NEAL MARTIN & ASSOCIATES	140827	4/1/2013	11,560.00
0018692	NHK COSMOMEDIA AMERICA, INC.	140828	4/1/2013	343.75
0103301	NHL NETWORK US, LP	140829	4/1/2013	930.02
0098957	NIXON EGLI EQUIPMENT CO	140830	4/1/2013	43,060.38
0092263	OFFICE DEPOT INC	140832	4/1/2013	1,960.55
0000210	OLE'S CARBURETOR &ELECTRIC INC	140833	4/1/2013	265.13
0097567	ONE HOUR DRY CLEANING	140834	4/1/2013	117.20
0000012	PACIFIC GAS & ELECTRIC	140835	4/1/2013	19,432.24
0016241	PENINSULA BUILDING MATERIALS	140836	4/1/2013	71.94
0095148	PENINSULA MUNI.ENGINEERING	140837	4/1/2013	25,368.00
0018283	PERFORMANCE TOW LLC	140838	4/1/2013	1,680.00
0018006	PUPPET ART THEATER CO.	140841	4/1/2013	160.00
0013981	QUILL CORPORATION	140842	4/1/2013	103.06
0017111	RANDOM HOUSE INC	140843	4/1/2013	69.17
0000175	RECOLOGY SAN BRUNO	140844	4/1/2013	40,000.00
0094546	RECORDED BOOKS, LLC	140845	4/1/2013	39.05
0105692	RETURN TO WORK SERVICES	140847	4/1/2013	3,345.19
0096458	RMC WATER AND ENVIRONMENT	140848	4/1/2013	22,963.07
0016213	ROZZI REPRODUCTION&SUPPLY INC.	140849	4/1/2013	6,395.97
0000569	SAN BRUNO AUTO CENTER, INC.	140850	4/1/2013	720.00
0099047	SAN MATEO CTY SHERIFF'S OFFICE	140851	4/1/2013	3,817.82
0018597	SAN MATEO DAILY JOURNAL	140852	4/1/2013	1,120.00
0105375	SCAN ART	140853	4/1/2013	455.40
0105552	SCHAAF & WHEELER	140854	4/1/2013	3,480.00
0018461	SERRAMONTE FORD, INC.	140855	4/1/2013	918.52
0000074	SFPUC - WATER DEPARTMENT	140856	4/1/2013	199,187.11
0104726	SHARPS SOLUTIONS, LLC	140857	4/1/2013	96.00
0104785	SIMON WONG ENGINEERING, INC.	140858	4/1/2013	1,440.00
0105188	SOUTH CITY AUTO DETAILING	140859	4/1/2013	100.00
0097079	SPRINT	140860	4/1/2013	1,062.67
0018602	STARZ ENTERTAINMENT LLC.	140861	4/1/2013	867.66
0000640	STATE PLUMBING & HEATING SUPPLIES	140840	4/1/2013	614.44
0105711	STEPFORD	140862	4/1/2013	350.00
0000801	STEWART AUTOMOTIVE GROUP	140863	4/1/2013	16.97
0018073	TEAMSTERS LOCAL 350	140864	4/1/2013	2,908.00
0015691	TEAMSTERS LOCAL 856	140865	4/1/2013	11,907.00
0096616	TENNANT SALES AND SERVICE CO.	140866	4/1/2013	488.25
0102745	THE MERCURY NEWS	140867	4/1/2013	714.32
0018275	THE REGENTS OF THE UNIVERSITY OF CA	140831	4/1/2013	163.03
0000019	U.S. POSTMASTER	140868	4/1/2013	2,300.00
0092154	UNIVERSITY ENTERPRISES INC.	140869	4/1/2013	113.17
0105133	UTILITY TELEPHONE, INC.	140870	4/1/2013	177.18
0102988	VANTAGEPOINT TRANSFER AGENTS	140871	4/1/2013	7,888.94
0095749	VERIZON WIRELESS	140872	4/1/2013	1,301.80
0098917	VOLIKOS ENTERPRISES	140873	4/1/2013	494.35
0000612	WESTVALLEY CONSTRUCTION CO.INC	140874	4/1/2013	1,153.69
0018069	WULFSBERG REESE COLVIG & FIRSTMAN	140846	4/1/2013	6,204.00
0014850	XEROX CORPORATION	140875	4/1/2013	173.32

GrandTotal: 654,667.15

Total count: 104



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: April 9, 2013
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 March 29, 2013 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,294,982.17 for the bi-weekly pay period ending March 24, 2013 is attached.

LABOR SUMMARY FOR PAY PERIOD ENDING : March 24, 2012

pyLaborDist	03/29/13
Fund: 001 - GENERAL FUND	993,927.73
Fund: 122 - SOLID WASTE/RECYCL.	1,361.42
Fund: 153 -RDA OBLIGATION RETIREMENT FUND	6,005.24
Fund: 190 - EMERGENCY DISASTER FUND	20,997.59
Fund: 201 - PARKS AND FACILITIES CAPITAL	552.61
Fund: 207 - TECHNOLOGY CAPITAL	3,394.37
Fund: 203 - STREET IMPROVE. PROJECTS	2,002.62
Fund: 611 - WATER FUND	70,641.85
Fund: 621 - STORMWATER FUND	14,069.91
Fund: 631 - WASTEWATER FUND	48,443.73
Fund: 641 - CABLE TV FUND	84,468.93
Fund: 701 - CENTRAL GARAGE	11,862.88
Fund: 702 - FACILITY MAINT.FUND	21,101.01
Fund: 707 - TECHNOLOGY DEVELOPMENT	9,724.00
Fund: 711 - SELF INSURANCE	6,428.28
Total	1,294,982.17

BAWSCA

Bay Area Water Supply & Conservation Agency

March 29, 2013

The Hon. Jim Ruane, Mayor
City of San Bruno
567 El Camino Real
San Bruno, CA 94066-4299

Subject: Appointment of a Director to the Boards of the Bay Area Water Supply & Conservation Agency and the Bay Area Regional Water System Financing Authority

Dear Mayor Ruane,

The four-year term of Irene O'Connell on the board of directors of the Bay Area Water Supply & Conservation Agency (BAWSCA) and the Bay Area Regional Water System Financing Authority (RFA) will end on June 30, 2013. Action by your agency must be taken promptly.

The enabling acts for both agencies allow the city to reappoint its director for an unlimited number of terms or to appoint a new director at the end of each term. The appointment will be for a four-year term. Hence, whoever is appointed will have a term that extends to June 2017.

The enabling acts for both agencies require that a vacancy on their boards be filled no later than **90 days** from the date the vacancy occurs. As applied, the statutes require action by your council no later than September 30, 2013.

However, we encourage your agency to make the appointments before June 30, effective July 1, so that a quorum of both boards can be ensured, and so that your agency is continuously represented.

The statutory qualifications for appointment to either board are:

- The appointee must be a resident of, and a registered voter in, the city.
- He or she may, but need not, be a member of your city council.

The mechanics of the appointment process are also simple:

- The appointments must be made at a public meeting of the city council and be properly agendized.
- The appointments must be made by action of the full city council, rather than by unilateral action of the Mayor.
- The appointments do not need to be memorialized in a resolution; a motion duly passed and recorded in the minutes of the meeting is sufficient.
- A copy of the record of the council actions making the appointment should be sent to BAWSCA. The Oaths of Office must be administered prior to the appointee's first meeting as a director on the BAWSCA and RFA Boards.

7c

The two questions most frequently asked about an appointment are:

- Should the appointee be an elected member of the appointing agency's governing board?
- Should the same person be appointed to the boards of both agencies?

Both of these are matters of policy left entirely to the discretion of your council. I offer the following observations, based on BAWSCA's experience over the past nine years, for whatever use they may be.

- The great majority of cities and districts which are participants in BAWSCA and the RFA did select a member of their city council or governing board to serve on the BAWSCA and RFA boards.

One advantage of appointing a currently serving or former elected member of your council to the board is the stature that his or her presence gives BAWSCA in its dealings with San Francisco, regulatory agencies and legislators. Another is the familiarity and experience he or she already has in addressing policy matters for the city. The governing body of each individual agency is, of course, in the best position to evaluate these, and other relevant considerations.

- With no exceptions, cities and districts have appointed the same individual to both the BAWSCA and RFA boards.

Appointing one person to represent the city on both boards offers an advantage because, although the two agencies have distinct roles, they are closely related. The familiarity with the issues gained through service on one board will be useful in participating on the other. Additionally, having the same person appointed to both boards assures greater continuity in presenting your agency's perspective.

Please see that this matter is placed on an agenda for council action before June 30, 2013. I may be reached at (650) 349-3000 if you have any questions.

Sincerely,



Arthur R. Jensen
Chief Executive Officer and General Manager

cc: Ms. Irene O'Connell, BAWSCA Board Member
Ms. Connie Jackson, City Manager

RECEIVED

APR - 1 2013

CITY MANAGERS OFFICE



City Council Agenda Item
Staff Report

CITY OF SAN BRUNO

DATE: April 9, 2013

TO: Honorable Mayor and City Council

FROM: Kerry E. Burns, Interim Community Services Director
Danielle Brewer, Recreation Services Manager

SUBJECT: Adopt Resolution Authorizing Acceptance of Donation from U.S. Soccer Foundation Footprints Field Grant in the Amount of \$50,000 for Lions Field Synthetic Turf Renovation Project

BACKGROUND:

To increase public use of Lions Field, reduce annual maintenance costs and generate new revenues, the City installed synthetic turf at the field. This project was completed and accepted by the City Council in September 2012. During the construction of the improvements to Lions Field, the American Youth Soccer Organization field user representatives notified the City of the availability of grant funding through the U.S. Soccer Foundation.

DISCUSSION:

Staff applied for the Footprints Field Grant and has received confirmation of the award. While negotiating the terms of the grant agreement, the U.S. Soccer Foundation experienced staffing turnover that impeded the completion of these negotiations. After an approximate nine-month delay, City and U.S. Soccer Foundation staff was able to complete these negotiations resulting in an award of a \$50,000 grant and the attached agreement.

U.S. Soccer provides these grants to agencies that install synthetic turf fields and allow local soccer organizations playing on the new field. In exchange for the grant, U.S. Soccer would have an opportunity to use the field for five years free of charge once annually to hold a soccer-related activity. The City would also provide U.S. Soccer with a yearly schedule of the field's use to show which groups were using the field and when. Currently, AYSO and Lowen Soccer, both San Bruno based non-profit organizations, began using the field in October 2012 for both practices and scheduled games.

7d

If the grant is accepted by the City Council and the grant agreement executed by the City Manager, U.S. Soccer would deliver the \$50,000 grant to the City. These funds will be used to reimburse the City's Park In-Lieu Funds that provided the up-front funding for the completion of the synthetic turf improvements.

FISCAL IMPACT:

The total project cost was \$1,542,102. At its meeting on September 25, 2012, the City Council accepted the Lions Field Synthetic Turf Project No. 83710 as complete and authorized release of the project retention. The grant amount of \$50,000 will be deposited into the City's Park In-Lieu Fund to reimburse the Fund for work already paid for and completed.

ALTERNATIVES:

1. Do not accept the grant for \$50,000.

RECOMMENDATION:

Adopt Resolution Authorizing Acceptance of Donation from U.S. Soccer Foundation Footprints Field Grant in the Amount of \$50,000 for Lions Field Synthetic Turf Renovation Project.

DISTRIBUTION:

None.

ATTACHMENTS:

1. Resolution
2. Footprint Fields Program Grant Agreement

DATE PREPARED:

March 26, 2013

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 -

**Resolution Authorizing Acceptance of Donation from U.S. Soccer Foundation
Footprints Field Grant in the Amount of \$50,000 for Lions Field Synthetic Turf
Renovation Project**

WHEREAS, increased public use of Lions Field, reduced annual maintenance costs and to generate new revenues, the City installed synthetic turf at the field; and,

WHEREAS, the synthetic turf project was completed and accepted by the City Council in September 2012; and,

WHEREAS, during the construction of the improvements to Lions Field, the American Youth Soccer Organization field user representatives notified the City of the available of grant funding through the U.S. Soccer Foundation; and,

WHEREAS, U.S. Soccer provides these grants to agencies that install synthetic turf fields and allow local soccer organizations playing on the new field; and,

WHEREAS, in exchange for the grant, U.S. Soccer would have an opportunity to use the field for five years free of charge once annually to hold a soccer-related activity. The City would also provide U.S. Soccer with a yearly schedule of the field's use to show which groups were using the field and when; and,

WHEREAS, the grant amount of \$50,000 will be deposited into the City's Park In-Lieu Fund to reimburse the Fund for work already paid for and completed.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of San Bruno that it hereby accepts the donation from U.S. Soccer Foundation Footprints Field Grant in the Amount of \$50,000 for Lions Field Synthetic Turf Renovation Project.

I hereby certify that foregoing **Resolution No. 2013 - ____** was introduced and adopted by the San Bruno City Council at a regular meeting on April 9, 2013, by the following vote following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Vicky S. Hasha, Deputy City Clerk

FOOTPRINT FIELDS PROGRAM
GRANT AGREEMENT

Pursuant to this Footprint Fields Program Grant Agreement ("Agreement"), dated as of February 12, 2013 ("Effective Date"), the United States Soccer Federation Foundation, Inc. ("Foundation") agrees to award the Grant ("Grant"), described below, to the **City of San Bruno** ("Grantee"), and Grantee accepts such Grant, on the terms and conditions set forth below.

1. **Grantor:** **U.S. Soccer Foundation**
Attn: Grants Department
1211 Connecticut Ave., NW Suite 500
Washington, DC 20036

Grantee: **City of San Bruno**
Constance Jackson
567 El Camino Real
San Bruno, CA 94066

2. **Footprint Field:** Consistent with Foundation's interests in promoting youth soccer, particularly within vulnerable communities in urban areas, Grantee will use Grant to help defray the cost of Grantee's purchase of a FieldTurf synthetic grass soccer field ("Footprint Field") at Lions Field ("Grant Project").

3. **Grant:** Grant, awarded in the form of a FieldTurf product/service credit, shall be valued by Foundation, in its sole and absolute discretion, in an amount equal to \$50,000.

4. **Grantee Covenants:** In order to induce Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
 - (a) Grantee agrees to schedule games and practices for local soccer organizations on the Footprint Field for as long as it is operational.

 - (b) Foundation will be granted usage of the Footprint Field for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation, FieldTurf and/or adidas. Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold field time for such usage. For purposes of this Agreement, "Special Events" shall be defined as tournaments, clinics, events, training sessions, media functions and the like.

 - (c) The Footprint Field will be fenced and otherwise maintained in accordance with FieldTurf's recommendations for user safety. Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Footprint Field following its completion.

 - (d) Grantee presently owns, or is currently a party to an appropriate long-term lease of, that property on which the Footprint Field will be built.

- (e) Prior to commencing installation of the Footprint Field, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Footprint Field.
5. **Facts and Representations True and Correct:** Grantee affirms the truth of the facts and representations made in its Grant Application to Foundation and that no events have occurred since the date of such Grant Application which have materially and adversely altered the truth or reliability of the Grant Application, including: the tax status of Grantee and the ability of Grantee to successfully accomplish what it promised in Grant Application. Grantee agrees to immediately inform Foundation of any material change in Grantee or the Grant Application, which might affect any terms of this Agreement.
6. **Use of Grant:** Grant will be applied by Foundation to reduce the purchase price payable to FieldTurf in connection with the Footprint Field and, if not so applied within eighteen (18) months following the Effective Date, shall be null and void and Foundation shall thereafter have no obligation to Grantee.
7. **Grantee Books and Records; Opportunity to Receive Contributions:**
- (a) Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding the activities of Grantee and other evidence sufficient for Foundation to satisfy its fiduciary, public and governmental responsibilities and duties regarding Grant made by it to Grantee. Foundation shall have reasonable access to the books and records of Grantee for inspection purposes and shall be entitled to copies, as they relate to the use of the Footprint Field.
8. **Grantee Impact Reports:**
- (a) **Impact Reports:** Grantee shall provide to Foundation a written report in the form attached as Exhibit A, describing the impact of the Footprint Field. Such report shall be submitted to Foundation annually, on September 1, for five years after completion of the Footprint Field. Prior to completion of the Footprint Field, Grantee shall provide periodic updates on the timing and progress of construction, before and after photographs of the field site under construction, and any other information reasonably requested by Foundation. Following project completion, reports shall include photographs of the Footprint Field in use by youth soccer players and provide information on field usage rates and any other information reasonably requested by Foundation.
- (b) **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.
9. **Publicity Material and Recognition:** Grantee shall name Foundation and acknowledge the Grant in its news releases related to the opening of the field. Foundation, FieldTurf and/or adidas shall have the right to publicize, show photographs of, and use the name of the Footprint

Field and otherwise promote its contributions in any and all media, including the Internet. Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event at the Footprint Field, which may include appearances by athletes affiliated with Foundation. Foundation will provide to Grantee the following material in order to assist in complying with these requirements:

- (a) A color copy of Foundation logo. Any use of such logo must be specifically approved in writing in advance by Foundation.
 - (b) A standard press release for Grantee to share with the local media, subject to Grantee's approval.
10. **Awareness Opportunities:** Grantee guarantees Foundation the following rights, without charge, it being understood and agreed by all parties that such rights, as well as all other rights, benefits, and protections accruing to Foundation under this Agreement, are related solely to Foundation's Grant:
- (a) Grantee will allow Foundation to install not more than two (2) signs or banners as are in compliance with Grantee's sign ordinance and policies as may exist at the time, in form reasonably acceptable to Foundation, including, but not limited to, a plaque, backlit sign, field signs or field boards, on the premises, in order to promote and recognize Foundation for its contribution to the Footprint Field. Foundation shall have the right to assign its signage rights to its affiliated entities, FieldTurf and/or adidas. The signage shall be supplied by Foundation at its sole cost, and shall be posted in high-traffic locations acceptable to Grantee and Foundation. The contents of the signage will be subject to approval by Grantee.
 - (b) Foundation shall have the right, at tournaments conducted by Grantee and held at the Footprint Field, to operate or designate the operation of a booth or similar location for the purpose of carrying out its mission.
11. **Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.
12. **Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
13. **Absence of Warranties:** FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE FOOTPRINT FIELD OR ANY COMPONENT PART THEREOF, OR THE PERFORMANCE BY FIELDTURF, ADIDAS OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE

DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

14. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Footprint Field.
15. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns ("Foundation Parties") from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) ("Claim" or "Claims") related to the Grant, the Footprint Field or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the installation, maintenance, location, or condition of the Footprint Field, or any person's use of the Footprint Field, whether authorized or unauthorized, proper or improper. Grantee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Grantee will maintain the insurance described in Section 16 of this Agreement.

Grantee represents to Foundation that the Footprint Field does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.

16. **Insurance Requirements:**

- (a). **Insurance Requirements during Construction/Installation of the Footprint Field.** Grantee acknowledges that it has required its contractors to provide insurance with the following limits:

1. Comprehensive General Liability Insurance – \$2,000,000.
2. Comprehensive Automobile Liability Insurance – \$1,000,000.
3. All-Risk Course of Construction Insurance – 100 percent of the completed value of the work to be performed under this Contract.
4. Workers' Compensation Insurance for all persons whom the Contractor may employ in the statutory amount.

17. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the State of California, County of San Mateo, , and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.

18. **Attorneys' Fees:** The prevailing party in any litigation shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party in connection with any litigation concerning this Agreement.
19. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

U.S. Soccer Foundation

City of San Bruno

By: _____

By: _____

(Sign)

Name: Ed Foster-Simeon

Name: _____

(Print Name)

Title: President

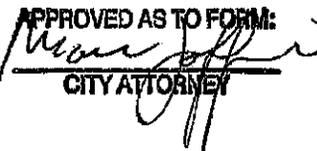
Title: _____

(Print Title)

Date:

Date: _____

(Print Date)

APPROVED AS TO FORM:

 CITY ATTORNEY



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: April 9, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Marc Zafferano, City Attorney
Neil Telford, Police Chief

SUBJECT: Hold Public Hearing and Introduce Ordinance Amending the Municipal Code to Establish Police Permit System for New Firearms Dealers

BACKGROUND:

On February 26, 2013, and again on March 26, 2013, the City Council discussed and considered implementing a police permit system for new firearms dealers. The goals of such a system are to ensure the safety and security of the business, its patrons, and residents in surrounding areas. After obtaining input from staff and members of the public, the City Council directed staff to return with an ordinance as presented at the March 26 meeting.

DISCUSSION:

Several California cities, including Palo Alto, Lafayette, Pleasanton, Campbell, Capitola, and Sacramento, have implemented permit systems for firearms dealers. As noted in prior staff reports, the courts have upheld these types of ordinances. At the City Council's direction, staff drafted a proposed permit system to be implemented by the police department. The ordinance (Attachment 1), would:

- Apply to new businesses that are buying or selling firearms;
- Require an application certifying the applicant has met eligibility requirements for licensed firearm sales in California and is free of disqualifying convictions for certain offenses;
- Establish a 250' proximity limit to residential districts and uses, schools, day care centers, or parks, and a 1,200' proximity limit to other firearms dealers, cardrooms, massage establishments, and adult entertainment establishments;
- Require keeping firearms secure, with additional security measures to the building (for example, alarms, security cameras, reinforcement of doors and windows, and other measures), and \$1M in liability insurance;
- Authorize the police chief to set reasonable hours of operation;
- Allow the permit to be valid for one year, renewable yearly; and
- Authorize a hearing if permit is denied or revoked.

The ordinance also carries forward an existing provision of the code that prohibits the unauthorized discharge of firearms within the City limits.

FISCAL IMPACT:

There is no fiscal impact to introducing the Municipal Code amendments. The police permit system will include an application fee sufficient to cover staff investigation and implementation costs.

ALTERNATIVES:

1. Request modifications to the ordinance before introduction.
2. Direct staff to discontinue analysis of this item.

RECOMMENDATION:

Hold Public Hearing and Introduce Ordinance Amending the Municipal Code to Establish Police Permit System for New Firearms Dealers

DISTRIBUTION:

None.

ATTACHMENTS:

1. Ordinance Amending the Municipal Code to Establish Police Permit System for New Firearms Dealers

DATE PREPARED:

April 5, 2013

REVIEWED BY:

_____ CM

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SAN BRUNO
REPEALING CHAPTER 6.08, DISCHARGE OF FIREARMS, AND
ADDING NEW CHAPTER 6.08, FIREARMS, TO TITLE 6 (PUBLIC PEACE, MORALS
AND WELFARE) OF THE SAN BRUNO MUNICIPAL CODE**

The City Council of the City of San Bruno Ordains as follows:

Section 1. Chapter 6.08, Discharge of Firearms, of Title 6 (Public Peace, Morals and Welfare) is hereby rescinded.

Section 2. New Chapter 6.08, Firearms, of Title 6 (Public Peace, Morals and Welfare) is hereby added to read as follows:

Chapter 6.08

FIREARMS

Article 1. Use of Firearms

Sections:

- | | |
|-----------------|-------------------------------------------------------|
| 6.08.010 | Definitions. |
| 6.08.020 | Unlawful to discharge firearm within the city. |
| 6.08.030 | Exceptions to prohibition of Section 6.08.020. |

Article 2. Firearms Dealers

Sections:

- | | |
|-----------------|-------------------------------------------------|
| 6.08.040 | Permit required. |
| 6.08.050 | Application – Form, fees. |
| 6.08.060 | Application – Investigation. |
| 6.08.070 | Application – Denial. |
| 6.08.080 | Permit – Form. |
| 6.08.090 | Permit – Duration, renewal. |
| 6.08.100 | Permit – Assignment. |
| 6.08.110 | Permit – Conditions. |
| 6.08.120 | Permit – Grounds for revocation. |
| 6.08.130 | Liability insurance. |
| 6.08.140 | Hearing for permit denial or revocation. |
| 6.08.150 | Authority to inspect. |
| 6.08.160 | Compliance. |
| 6.08.170 | Business and security regulations. |
| 6.08.180 | Nonconforming use. |
| 6.08.190 | Penalty. |
| 6.08.200 | Severability. |

Article 1. Use of Firearms

6.08.010 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Chief of police" means the chief of police or his or her designee.
- B. "City" means the city of San Bruno.
- C. "Firearm" means a firearm as defined by Section 6.04.070 and also includes any device defined as a firearm by the California Penal Code as said definition now reads or may hereafter be amended to read.
- D. "Firearms dealer" means a person engaged in the business of selling, transferring, or leasing, or offering or exposing for sale, transfer, or lease, any firearm.
- E. "Firearm sales" means the sale, transfer, lease, offer, or registration for sale, of a firearm, which includes a gun, pistol, revolver, shotgun, rifle or any device designed to be used as a weapon from which is expelled through a barrel a projectile by the force of any explosion or other form of combustion.
- F. "Department" means the California Department of Justice.
- G. "Engaged in the business" means the conduct of a business by the selling, transferring, or leasing of any firearm; or the preparation for such conduct of business as evidenced by the securing of applicable federal or state licenses; or the holding of one's self out as engaged in the business of selling, transferring, or leasing of any firearm; or the selling, transferring, or leasing of any firearms in quantity, in series or in individual transactions, or in any other manner indicative of trade.
- H. "Police permit" or "permit" means that permit required under this chapter.
- I. "Person" means natural person, individual, association, partnership, co-partnership, firm, joint stock company, corporation, or combination of individuals of whatever form or character.

6.08.020 Unlawful to discharge firearm within the city.

No person may fire or discharge a firearm, as defined by Section 6.08.010(C), within the city, nor may a parent, guardian or person having the care, custody or control of a minor permit the minor to fire or discharge a firearm within the city.

6.08.030 Exceptions to prohibition of Section 6.08.020.

- Section 6.08.020 does not apply to the use of a firearm by:
- A. A peace officer or person in the military service in the discharge of his or her duties;
 - B. A person using a firearm in the defense of their person or the life of another person or in defense of his livestock or domestic animal or his property, to the extent authorized by law.

Article 2. Firearms Dealers

6.08.040 Permit required.

No person shall engage in the business of selling, transferring or leasing, or offering or exposing for sale, transfer or lease within this city any firearm unless that person has been issued a permit pursuant to the provisions of this chapter.

A. Except as provided in Penal Code § 26700, as it may be amended from time to time, and in Section 6.08.180, it is unlawful for a person to engage in the activity of "firearm sales" as that term is defined under Section 6.08.010(E) without a police permit as required by this chapter.

B. The requirement for a police permit is in addition to any requirement imposed by the city's zoning code.

6.08.050 Application – Form, fees.

A. An applicant for a permit under this chapter shall file with the chief of police a sworn application in writing, on a form to be furnished by the city, and the applicant and officers, employees, and agents thereof shall be photographed and fingerprinted by the chief of police. The applicant shall provide all information requested, including proof of compliance with all applicable federal, state, and local laws when required by the chief of police, or the application will not be deemed complete. A nonrefundable fee as set forth in the municipal fee schedule shall accompany the application.

B. Any person proposing to engage in business as a firearms dealer within this city shall secure the applicable federal license and shall have thirty (30) calendar days after approval of such federal license to apply for a police permit in compliance with the provision of this chapter and shall not engage in the business as a firearms dealer within the city until the police permit is issued, as well as comply with all other applicable local, state, and federal requirements.

6.08.060 Application -- Investigation.

The chief of police shall conduct an appropriate investigation of the applicant to determine for the protection of the public safety whether the permit may be issued. The chief of police may require an applicant, or any officer, agent, or employee thereof, to provide fingerprints, a recent photograph, a signed authorization for the release of pertinent records, a complete personal history set forth on a questionnaire provided by the chief of police, and any other additional information which the chief of police considers necessary to complete the investigation.

6.08.070 Application – Denial.

The chief of police shall issue a police permit to an applicant unless he or she finds any of the following:

- A. The applicant, or an officer, employee, or agent thereof is under the age of twenty-one years;
- B. The applicant is not licensed as required by all applicable federal, state, and local laws;
- C. The applicant, or an officer, employee, or agent thereof has had a similar type of permit previously revoked or denied for good cause within the immediately preceding year;
- D. The applicant, or an officer, employee, or agent thereof has knowingly made any false or misleading statement of a material fact or omission of a material fact in the application for a permit;
- E. The applicant, or an officer, employee, or agent thereof has been convicted of:
 - 1. Any offense so as to disqualify the applicant, or an officer, employee, or agent thereof from owning or possessing a firearm under applicable federal, state, and local laws,
 - 2. Any offense relating to the manufacture, sale, possession, use, or registration of any firearm or dangerous or deadly weapon,
 - 3. Any offense involving the use of force or violence upon the person of another,
 - 4. Any offense involving theft, fraud, dishonesty, or deceit,
 - 5. Any offense involving the manufacture, sale, possession, or use of any controlled substance as defined by the California Health and Safety Code as said definition now reads or may hereafter be amended to read;
- F. The applicant, or an officer, employee, or agent thereof is an unlawful user of any controlled substance as defined by the California Health and Safety Code as said definition now reads or may hereafter be amended to read;
- G. The operation of the business as proposed will not comply with all applicable federal, state, and local laws;
- H. The business as proposed will not be operated in the following locations:

1. Following adoption of applicable zoning code and general plan amendments, within a zoning district other than the area of the M-1 Industrial District shown on the city's zoning map bounded by Tanforan Avenue to the north, Montgomery Avenue to the west, Hermosa Street to the south, and San Mateo Avenue to the east,

2. Within a zoning district in which residential use is the principal permitted or maintained use, or within two hundred fifty (250) feet of the exterior limits of any such district, or within two hundred fifty (250) feet of any existing residential use,

3. On or within two hundred fifty (250) feet of the exterior limits of any other premises occupied by a public or private day care center or day care home, elementary school, junior high school, high school, or park,

4. On or within one thousand two-hundred (1,200) feet of the exterior limits of any other premises occupied by a firearms dealer, a cardroom, a massage establishment, an adult entertainment establishment, or a hot tub/sauna establishment. Priority between such existing establishments shall be assigned in accordance with the dates upon which such establishments commenced such lawful operation, priority being given to the establishment having the earliest of such dates. In the event any dispute arises regarding said date, the applicant shall have the obligation to establish the date on which he or she commenced lawful operation.

All distances referred to in this subsection shall be measured between the closest points on the exterior property lines or area boundaries of the parcels or areas involved, except that when a dealer in firearms subject to the provisions of this chapter occupies one unit of a multi-unit structure located on a single parcel, distances shall be measured from the exterior boundaries of the unit occupied. This subsection shall supersede any and all conflicting provisions regulating home occupations set out elsewhere in this code;

I. The applicant, or an officer, employee, or agent thereof does not have, and/or cannot provide evidence of, a possessory interest in the property at which the proposed business will be conducted;

J. The operation of the firearm dealer business as proposed in the application for the permit will violate any applicable building, fire, health or zoning requirements set forth in this code;

K. The applicant is within the class of persons defined in Welfare and Institutions Code sections 8100 or 8103.

L. Hours of operation would be outside of those approved in advance by the chief of police.

6.08.080 Permit – Form.

All permits issued pursuant to this chapter shall be in the form prescribed by the Attorney General of the State of California.

6.08.090 Permit – Duration, renewal.

A. The police department may grant a police permit to the applicant if it finds that the applicant complies with all applicable federal, state and local laws including, but not limited to, the state Penal Code, city building code, fire code, and zoning code.

B. A police permit expires one (1) year after the date of issuance. A permit may be renewed for additional one-year periods upon the permittee's submission of an application for renewal on a form furnished by the city, accompanied by a nonrefundable renewal fee established by city council resolution. The renewal application and the renewal fee must be received by the police department no later than forty-five (45) days before the expiration of the current permit.

C. A decision regarding issuance or renewal may be appealed in the manner provided for in Section 6.08.140.

6.08.100 Permit – Assignment.

The assignment or attempt to assign any permit issued pursuant to this chapter to another person or entity is unlawful and any such assignment or attempt to assign a permit shall render the permit null and void.

6.08.110 Permit – Conditions.

Any permits issued pursuant to this chapter shall be subject to all of the following conditions, the breach of any of which shall be sufficient cause for revocation of the permit by the chief of police:

A. The business shall be engaged-in only in the building located at the street address designated in the permit, and only by such persons as specified in the permit; the business may also be engaged-in at such other locations or events as are authorized by federal and state law provided that such location or event conforms to the requirements of this code; any changes to the approved location or to the persons authorized to act as officers, employees, or agents of the permittee in engaging in the business during the term of the permit must be approved by the chief of police;

B. The permit or a copy thereof, certified by the chief of police, shall be displayed on the premises where it can easily be seen;

C. The permittee shall comply with all federal and state firearms laws.

Any permit issued pursuant to this chapter shall be subject to such additional conditions as the chief of police finds are reasonably related to the purposes of this chapter, which include but are not limited to the safety and security of the occupants of the establishment, its patrons, and the public.

6.08.120 Permit – Grounds for revocation.

In addition to the violation of any other provisions contained in this chapter, circumstances constituting grounds for denial of a police permit also constitute grounds for revocation.

6.08.130 Liability insurance.

A. No police permit shall be issued or reissued unless there is in effect a policy of insurance in a form approved by the city and executed by an insurance company approved by the city, whereby the applicant is insured against liability for damage to property and for injury to or death of any person as a result of the sale, lease, or transfer or offering for sale, lease, or transfer of a firearm. The minimum liability limits shall not be less than one million dollars (\$1,000,000) for each incident of damage to property or incident of injury or death to a person.

B. The policy of insurance shall contain an endorsement providing that the policy shall not be canceled until notice in writing has been given to the chief of police at least thirty (30) days prior to the time the cancellation becomes effective.

C. Such policy of insurance shall name the city, its officers, agents, and employees as additional insureds. Additionally, applicants and permittee shall indemnify, defend, and hold harmless the city, its officers, agents, and employees from claims arising from the negligence of the applicant or permittee.

D. Upon expiration of a policy of insurance and if no additional insurance is obtained, the permit is considered canceled without further notice.

6.08.140 Hearing for permit denial or revocation.

A. Any person whose application for a permit has been denied, or whose permit has been revoked pursuant to the provision of this chapter, shall have the right to a hearing before the chief of police prior to final denial or prior to revocation.

B. The chief of police shall give the applicant or permittee written notice of his or her intent to deny the application or to revoke the permit. The notice shall set forth the ground or grounds for the chief of police's intent to deny the application or to revoke the permit, and shall inform the applicant or permittee that he or she has ten (10) days from the date of receipt of the notice to file a written request for a hearing. The application may be denied or the permit revoked if a written hearing request is not received within the ten-day period.

C. Within ten days of mailing written notice of intent to deny the application or revoke the permit, the applicant may appeal by requesting a hearing before the chief of police. The request must be made in writing, setting forth the specific grounds for appeal. If the applicant submits a timely request for an appeal, the chief of police shall set a time and place for the hearing within thirty (30) days.

D. All parties involved shall have the right to offer testimony, documentary and tangible evidence bearing on the issues, to be represented by counsel, and to confront and cross-examine any witnesses against them. The decision of the chief of police whether to deny the application or revoke the permit shall be in writing within ten (10) days of the hearing. An applicant may appeal the decision of the chief of police to the city council in the manner provided in chapter 1.32.

6.08.150 Authority to inspect.

Any and all investigating officials of the city shall have the right to enter the building designated in the permit from time to time during regular business hours to make reasonable inspections to observe and enforce compliance with building, mechanical, fire, electrical, plumbing, or health regulations, or provisions of this chapter. A police investigator may conduct compliance inspections to ensure conformance with all federal, state, and local laws, and the provisions of this chapter.

6.08.160 Compliance.

Any person engaging in the business of selling, transferring, or leasing, or advertising for sale, transfer or lease, or offering or exposing for sale, transfer or lease, any firearm on the effective date of the ordinance codified in this chapter shall have a period of sixty (60) days after such effective date to comply with the provisions of this chapter.

6.08.170 Business and security regulations.

A. All firearm dealers and officers, employees, or agents of the firearm dealer shall comply with all provisions of California Penal Code Section 12071 regarding business regulations and building specifications for firearm security.

B. All sellers of firearms shall protect such firearms from theft during business hours in the following manner:

1. All firearms shall be displayed in locked cabinets, a secured rack, or a storage area so that access to firearms is controlled by the dealer or an employee, to the exclusion of all others.

2. The firearm dealer or the dealer's agent or employee shall be present when a prospective buyer or seller is handling any firearm prior to sale and delivery of the firearm.

3. By security cameras, reinforced windows and doors, a safety and security plan, or other measures as reasonably required by the chief of police and fire marshal, including but not limited to timed exterior lights, landscaping will not block visibility into the business, alarm system, and remote intercom entry.

C. All firearms shall be stored in an approved gun safe (or a gun safe room if necessary) during hours of business nonoperation.

6.08.180 Nonconforming use.

Notwithstanding the provisions of Section 6.08.040(A) and the effective date of this chapter, any person engaged in firearm sales who is the holder of a valid seller's permit issued by the state Board of Equalization and a valid certificate of eligibility issued by the California Department of Justice, all of which were issued prior to January 1, 1998, need not obtain the police permit required by this Chapter, provided the operator remains fully licensed by all agencies listed above.

6.08.190 Penalty.

Any person violating any of the provisions of this article shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this article shall be punished by a fine of not more than one thousand dollars (\$1,000) or by imprisonment for a period not exceeding six (6) months, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person and shall be punished accordingly. In addition, any person found to be in violation of this article shall be considered in noncompliance with the requirements of this chapter, and subject to the suspension and/or revocation of a firearm sales permit under Sections 6.08.070 and 6.08.120 of this chapter.

6.08.200 Severability.

This chapter shall be enforced to the full extent of the authority of the city of San Bruno. If any section, subsection, paragraph, sentence or word of this chapter is deemed to be invalid or beyond the authority of the city of San Bruno, either on its face or as applied, the invalidity of such provision shall not affect the other sections, subsections, paragraphs, sentences, or words of this chapter, and the applications thereof; and to that end, the section, subsections, paragraphs, sentences, and words of this chapter shall be deemed severable.

Section 3. If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion or sections of the Ordinance. The City Council of the City of San Bruno hereby declares that it should have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Section 4. This Ordinance shall take effect and be in force 30 days after its adoption.

Section 5. The City Clerk shall publish this Ordinance according to law.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

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: _____

City Clerk



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: April 9, 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 Contract with HydroScience Engineers Inc. for Design of the Olympic Pump Station Rehabilitation and Force Main Replacement Project in an Amount Not-to-Exceed \$261,069

BACKGROUND:

The Olympic 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 pump station is located at 2450 Olympic Drive in the northwestern part of the City near the boundary of South San Francisco and serves 467 single-family homes in the vicinity.

The design of the pump station is outdated with a below ground dry well pump pit. The pumps are in need of replacement requiring constant maintenance and repairs. The equipment at the Olympic Pump Station is antiquated and in poor condition with a standby generator operating on natural gas. The pump station is in need of a complete rehabilitation to meet current health and safety standards. 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 2). The force main is also in decrepit condition and in need of replacement. The poor condition of the pump station and force main presents a risk for potential sanitary sewer overflows (SSOs). There have been four SSOs at the pump station and two breaks at the force main since 2005. The Consent Decree with Baykeeper requires the City to make a determination on the rehabilitation or abandonment of the Olympic Pump Station by Dec 31, 2013 and to complete all work by July 2018.

There is an existing Capital Improvement Project to rehabilitate and/or replace the pump station and the force main. Staff also explored an alternative to abandoning the pump station entirely by connecting to the Westborough sewer system for discharge to the Daly City sewer system to possibly reduce both the cost of the project and future operating expenses. On January 8, 2013, staff presented a report to the City Council with the cost benefit analysis between these two alternatives. Based on this analysis, staff recommended that the City proceed with the rehabilitation and replacement of the pump station and the force main. Several issues were discussed by the Council including comparison of the present value cost of the two options, the salvage values and high connection fees that would be charged by Daly City. The City Council concurred with staff's recommendation to replace the Olympic Pump Station and Force Main (Option B) as opposed to abandoning the pump station and connecting to Westborough/Daly City's system (Option A).

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DISCUSSION:

The City issued a Request for Proposal (RFP) for design services for the Olympic Pump Station and Force Main Replacement Project in February 2013. In total, seven proposals were received from the following firms:

HydroScience Engineers, Inc.	\$261,069
GHD	\$441,588
Harris & Associates	\$212,290
Kennedy Jenks	\$260,090
Schaaf & Wheeler	\$252,310
West Yost Associates	\$281,630
Wilsey Ham	\$182,788

The fee proposals from the seven firms range from \$182,778 to \$441,588. Based on review of the proposals for completeness, relevant experience, and team qualifications, the top three firms, HydroScience Engineers, Inc., West Yost Associates, and Wilsey Ham were invited to a follow-up interview by City staff. The interview panel consisted of the Project Engineer, City Engineer, Wastewater Division Manager, and two Pump Mechanics from the Wastewater Division.

HydroScience Engineers, Inc.'s presentation was exemplary and included a detailed construction execution plan to provide continued service of the pump station and the switch-over of the old pump pit, pump equipment, and motor control center to the new equipment. This information is of vital importance since the existing pump is on a relatively small lot and space is a major concern for a rehabilitation project. HydroScience Engineers, Inc. did a complete analysis of the operations during and after construction including the need for the standby equipment that would be required during the pump station switch-over to prevent any SSOs. It was a unanimous decision by the panel that HydroScience Engineers, Inc. was the most qualified design firm to complete the required work. Following the interview, staff negotiated an enhanced and complete scope of services with HydroScience Engineers, Inc., which included additional utility pot holing, community outreach, and minor architectural support, for a total contract of \$261,069. This negotiated cost is lower than the originally estimated \$500,000 for design on this project.

Construction for the Olympic Pump Station and Force Main Replacement Project is planned for summer 2014. It is anticipated that the project will be categorically exempt under California Environmental Quality Act (CEQA), since the scope of the project consists of only replacement of existing facilities with no expansion in capacity.

FISCAL IMPACT:

The Capital Improvement Budget includes a \$691,310 existing appropriation and estimated future funding in the amount of \$2,455,690 for this project. The total estimated project cost is \$3,147,000. To date approximately \$44,000 has been spent on this project. The estimated total project cost is as follows:

Design contract	\$261,069
Est. Construction Contract	\$1,900,000
Ext. Construction Contingency	\$330,000
Est. Staff Support for design and construction	\$350,000
Est. Special Inspection Support	\$67,000
Project Reserve	<u>\$238,931</u>

Total Estimate: \$ 3,147,000

ALTERNATIVES:

1. Do not authorize award of this contract and defer the project. The pump station and force main would continue to operate with substantial maintenance requirements and potential risks of sanitary sewer overflows (SSOs).
2. Choose a different design firm.
3. Request staff to issue a new request for proposals.

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute a contract with HydroScience Engineers Inc. for design of the Olympic Pump Station Rehabilitation and Force Main Replacement Project in an amount not-to-exceed \$261,069.

ATTACHMENTS:

1. Resolution
2. Location Map
3. 2012-13 CIP Budget Sheet
4. Staff report dated January 8, 2013 entitled "Receive Report and Provide Direction to Staff Regarding the Olympic Wastewater Pump Station Rehabilitation and Force Main Replacement Project"

DATE PREPARED:

April 2, 2013, 2013

DISTRIBUTION:

None.

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 - ____

ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HYDROSCIENCE ENGINEERS INC. FOR DESIGN OF THE OLYMPIC PUMP STATION REHABILITATION AND FORCE MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT-TO-EXCEED \$261,069

WHEREAS, the Olympic 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; and

WHEREAS, the pump station and force main are old, in decrepit condition, and in need of rehabilitation and replacement to meet current health and safety standards; and

WHEREAS, on January 8, 2013, the City Council received staff's recommendation to proceed with the design of the Olympic Pump Station Rehabilitation and Force Main Replacement Project and authorized staff to proceed with the rehabilitation and replacement; and

WHEREAS, the City solicited requests for proposals for the consultant design of this project and received seven proposals; and

WHEREAS, the City interviewed the top three firms that submitted proposals and HydroScience Engineers, Inc. was determined to be the most qualified design firm; and

WHEREAS, the Olympic Pump Station Rehabilitation and Force Main Replacement is an established Capital Improvement Project funded through Wastewater Enterprise funds with an estimated total cost of \$3,147,000 and \$682,197 available in the 2012-13 budget year.

NOW, THEREFORE, BE IT RESOLVED that the San Bruno City Council hereby authorizes the City Manager to execute a contract with HydroScience Engineers, Inc. for design of the Olympic Pump Station Rehabilitation and Force Main Replacement Project in an amount not-to-exceed \$261,029.

Dated: April 9, 2013

ATTEST:

Carol Bonner, City Clerk

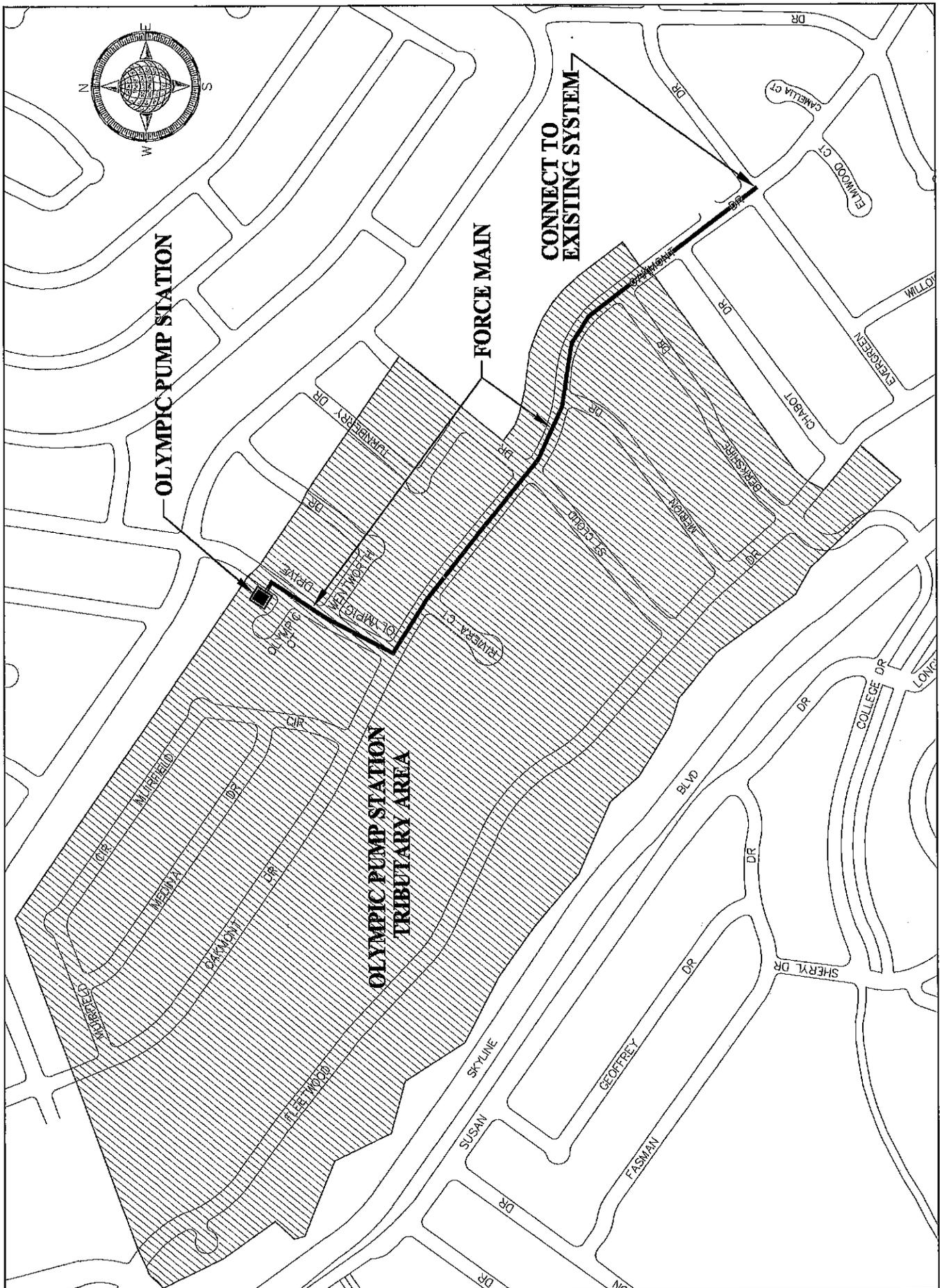
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I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 9th day of April 2013 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers _____

ABSENT: Councilmembers: _____



OLYMPIC PUMP STATION SITE MAP

Wastewater Pump Station Improvement and Replacement Project

<u>PROJECT INFORMATION</u>			
Origination Year:	2009-10	Project Number:	84336
Projected Completion Date:	Ongoing Program	Life Expectancy:	20-50 years
Total Project Cost:	\$ 7,541,000		

Project Description:

The City operates six sanitary sewer pump (lift) stations that move wastewater from homes and businesses to the wastewater treatment plant in South San Francisco. This project funds the scheduled and emergency replacement of large equipment items such as pumps and motors, security and aesthetic improvements, as well as the reconstruction or abandonment of entire stations.

The current work is focused on the Olympic Pump Station and its force main. At over 40 years old, the aging pumps frequently break down and need close attention from the Wastewater Division pump mechanics. The previous Master Plan identified this pump station as inadequate and proposed a comprehensive rehabilitation. The City considered abandoning the pump station completely and redirecting the flow by gravity to the adjacent Westborough Water District for treatment by Daly City. Further analysis indicated that the cost resulted from the abandonment exceeds the cost of rebuilding and treating the wastewater at the jointly owned Wastewater Treatment Plant.

Consistent with the 2011-12 Rate Study, future costs reflect the level of investment to replace or rehabilitate other pump stations, including Spyglass, Lomita, Crestmoor, and Crestwood Pump Stations. The work plan for these projects will be included in the updated Sewer System Master Plan.

2011-12 Status:

The City continued discussions with Daly City and Westborough to develop an agreement that would allow the redirection of sewage from Olympic Pump Station into Westborough Water District and ultimately be treated by Daly City. However, the comparative analysis showed that with payment of connection fees as well as yearly maintenance and operation fees to both Westborough District and Daly City, it is to the benefit of the City to reconstruct the pump station and force main.

2012-13 Work Plan:

Select consultant, prepare design, plans & specification and award construction for the Olympic Pump Station and Force Main.

Project Appropriations:
Current Year Appropriations:

By Project	Funding Source	Prior Appropriation	Prior Expense	Carryover Appropriation	2012-13 Funding Request	2012-13 Total Funds Available
Olympic Pump Station	Wastewater Capital	691,310	(9,113)	682,197	0	682,197
Total		691,310	(9,113)	682,197	0	682,197

Five-Year Work Program Appropriations:

Funding	Funding	2012-13	2013-14	2014-15	2015-16	2016-17	Total Future Request
Olympic Pump Stn Rehab [84336]	Wastewater Capital	0	2,455,690	0	0	0	2,455,690
Pump Station Replacement	Wastewater Capital	0	1,091,000	1,135,000	1,168,000	1,000,000	4,394,000
Total		0	3,546,690	1,135,000	1,168,000	1,000,000	6,849,690



**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:

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



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: April 9, 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 Construction Contract with Bay Cities Pyrotecator, Inc. for the Cable and Technology Fire Suppression System Project in the Amount of \$69,545 and Approving a Construction Contingency of \$10,430 and Amending the Budgeted Appropriation of Funding for the Project

BACKGROUND:

Currently, the City Hall Data Center located at 567 El Camino Real that houses the computer server equipment for all of the City's data operations, the server room at San Bruno Cable offices located at 398 El Camino Real, and the Cable Head-end facility located at 140 Arbor Court do not have a fire extinguisher system. An undetected fire could destroy critical networking and phone equipment and render the network, e-mails, data, and phones inoperable and/or inaccessible. The fire suppression system project consists of installing an aerosol fire retardant at these locations to greatly reduce the vulnerability of the City's data and phone networking equipment in the event of a fire. The Fire Suppression System project is an established Capital Improvement Project in the adopted 2012-13 CIP budget.

DISCUSSION:

In order to develop the necessary and appropriate solution to provide fire protection for the City's essential technology equipment, staff consulted with vendors and evaluated alternatives for fire suppression systems designed for this type of use. Contract documents and specifications were prepared by staff to advertise for the Aerosol Fire Suppression System that is ecologically safe, non-toxic, safe for personnel, and environmentally friendly. The proposed system will be tied to the existing buildings alarm system, and will include an emergency power off (EPO) at all locations.

In compliance with the State Contract code and the City's local purchasing regulations, a Notice to Bidders for this project was sent to 7 contractors and 5 plan advertisement centers. The project was also advertised twice in the "San Mateo Times" newspaper on February 20, 2013 and February 27, 2013, and on the City's website.

Two bids were received and opened on March 22, 2013, with the following bid results:

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<u>No.</u>	<u>Contractor</u>	<u>Base Bid Amount</u>
1	Bay Cities Pyrotector, Inc.	\$69,545
2	COSCO Fire Protection, Inc.	\$97,684
Engineer's Estimate		\$70,000

The lowest bid was submitted by Bay Cities Pyrotector, Inc., a fire alarm and special hazard contractor with a business location in Emeryville, California. Staff has reviewed the bid materials and determined that the submitted bid is complete and accurate. Bay Cities Pyrotector, Inc. has provided appropriate references for previous similar projects that were verified by staff. Bay Cities Pyrotector, Inc. has a valid contractor's license required to perform the work and is considered to be a qualified, responsive, and responsible bidder. A construction contract budget in the amount of \$79,975 includes a construction contract cost of \$69,545 and a recommended 15% construction contingency of \$10,430.

The project has been determined to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA section 15304(f); minor alterations to a structure.

COSCO Fire Protection, Inc. protested the intent to award, and the protest was rejected as deficient procedurally and untimely.

FISCAL IMPACT:

The estimated cost of the project is as follows:

Construction Contract	\$69,545
Construction Contingency (15%)	\$10,430
Estimated staff time for project management, construction inspection, including permit fees	\$20,025
Estimated total project cost:	\$100,000

The 2012-17 Capital Improvement Program Budget has a total budget of \$100,000 for the project, funded by three different sources. The amount of funds coming from each source is proposed to change from the adopted budget since the cost to install the fire suppression system at the Cable facilities is a greater share of the overall budget than originally anticipated. Therefore, a budget amendment to increase the amount of funding coming from the Cable Fund and reducing the amount of funding coming from the Technology Fund and ABAG Risk Management Funds is being proposed. The un-utilized ABAG Risk Management Funds will be used to offset costs on the City's Disaster Recovery Project, another project eligible for these funds.

<u>Funding Source</u> <u>Budget</u>	<u>Adopted CIP Budget</u>	<u>Proposed Amended CIP</u>
----------------------------------------	---------------------------	-----------------------------

Cable Fund	50,000	74,762
Technology Fund	10,132	3,658
ABAG Risk Management Funds	39,868	21,580
TOTAL	100,000	100,000

ALTERNATIVES:

1. Do not award the contract and direct staff to re-advertise and solicit new bid proposals for the project.

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute a construction contract with Bay Cities Pyrotector, Inc. for the Cable and Technology Fire Suppression System Project in the amount of \$69,545 and approving a construction contingency of \$10,430 and amending the budgeted appropriation of funding for the project.

ATTACHMENTS:

1. Resolution
2. 2012-17 CIP Budget Sheet

DISTRIBUTION:

None.

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 - ____

ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH BAY CITIES PYROTECTOR, INC. FOR THE CABLE AND TECHNOLOGY FIRE SUPPRESSION SYSTEM PROJECT IN THE AMOUNT OF \$69,545 AND APPROVING A CONSTRUCTION CONTINGENCY OF \$10,430 AND AMENDING THE BUDGETED APPROPRIATION OF FUNDING FOR THE PROJECT

WHEREAS, City Hall Data Center, server room at San Bruno Cable offices and Cable Head-end at 140 Arbor Court are not currently adequately protected with a fire suppression system; and

WHEREAS, the City's Capital Improvement Program (CIP) includes the Fire Suppression System Project to install a fire suppression system to extinguish a fire and reduce the vulnerability of the City's data, phone and communication networking equipment in the event of a fire; and

WHEREAS, \$100,000 from Cable, Technology and ABAG Funds has been appropriated in the 2012-17 adopted CIP budget for the project; and

WHEREAS, the cost to install the fire suppression system at the Cable facilities is greater than originally anticipated and the 2012-17 Capital Improvement Budget for the Fire Suppression Project should be amended to accurately reflect the costs of the Cable Enterprise portion of the project costs; and whereas, the budget amendment should appropriate \$74,762 from the Cable Enterprise, Technology Funds in the amount of \$3,658, and \$21,580 ABAG Risk Management Funds for a total project budget of \$100,000; and

WHEREAS, the City has advertised the project for bid in compliance with State Contract Code and local purchasing regulations and received two (2) sealed bids; and

WHEREAS, Bay Cities Pyrotector, Inc. was the lowest responsive and responsible bidder in the amount of \$69,545 and they have satisfactorily completed similar projects.

NOW, THEREFORE, BE IT RESOLVED that the San Bruno City Council hereby authorizes the City Manager to execute a construction contract with Bay Cities Pyrotector, Inc. for the Fire Suppression System Project in the amount of \$69,545. Be it further resolved that the City Council hereby approves a construction contingency of \$10,430 and authorizes amendment of the FY 2012-17 Capital Improvement Program Budget to appropriate the following amounts for the project:

Cable Funds	\$74,762
Technology Funds	\$3,658
ABAG Risk Management Funds	\$21,580

Dated: April 9, 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 9th day of April 2013 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers _____

ABSENT: Councilmembers: _____

Fire Suppression System Project

PROJECT INFORMATION	
Origination Year: 2012-13	Project Number: 81001
Projected Completion Date: 2013	Life Expectancy: 10 years
Total Project Cost: \$ 100,000	

Project Description:

This project will implement a "Clean Agent" fire suppression system in the City Hall Data Center, Cable Headend at 140 Arbor Court, and the server room at San Bruno Cable offices. The project will greatly reduce the vulnerability of the City's data and phone networking equipment and San Bruno Cable headend equipment in the event of a fire, as there is currently no fire suppression system at these facilities. An undetected fire could completely destroy critical networking and phone equipment and render the network, emails, data, and phones inoperable and/or inaccessible.

The objective of this project is to install a "Clean Agent" fire suppression system to extinguish a fire in the data center and automatically shut-down electricity and the HVAC system if the suppression system is triggered. A "clean agent" fire suppression system is an environmentally responsible extinguishing agent that does not damage electronics and will extinguish a fire faster than water. Major components of the system will consist of the clean agent, agent storage containers, agent release valves, photoelectric smoke/fire sensors, fire detection system (wiring control panel, actuation signaling), agent delivery piping, agent dispersion nozzles, integration into the existing alarm system, and an audio/visual notification panel located within the City Hall building and one weatherproof notification panel on the exterior of the City Hall building. Installation also includes a manual shutoff that will give staff approximately 30 to 45 seconds to abort and reset the suppression system. All installations will be per NFPA and City Code requirements.

2011-12 Status:

New Project

2012-13 Work Plan:

Installation of the "Clean Agent" fire suppression system.

Project Appropriations

Current Year Appropriations:

<u>Funding Source</u>	<u>Prior Appropriation</u>	<u>Prior Expense</u>	<u>Carryover Appropriation</u>	<u>2012-13 Funding Request</u>	<u>2012-13 Total Funds Available</u>
Cable Fund	0	0	0	50,000	50,000
Technology Fund	0	0	0	10,132	10,132
ABAG Fund	0	0	0	39,868	39,868
Total	0	0	0	100,000	100,000

Five-Year Work Program Appropriations:

<u>Funding Source</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>Total Future Request</u>
Cable Fund	50,000	0	0	0	0	50,000
Technology Fund	10,132	0	0	0	0	10,132
ABAG Fund	39,868	0	0	0	0	39,868
Total	100,000	0	0	0	0	100,000



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: April 9, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Connie Jackson, City Manager

SUBJECT: Receive Report and Approve Process for Disposition and Development of Vacant Lots Within the Crestmoor Neighborhood

BACKGROUND:

Over the past 2 ½ years since the PG&E gas pipeline explosion and fire in the Crestmoor neighborhood, the City has worked closely with property owners whose homes were destroyed and who have determined to return to the neighborhood. Many new homes have been constructed and the neighborhood is beginning to resume its appearance and operation as an attractive place to live. Of the thirty-eight (38) homes that were completely destroyed by the September 9, 2010 explosion and fire, there currently remain twelve property owners in the Crestmoor neighborhood that have decided not to rebuild. These owners have settled with PG&E and their lots remain vacant. The twelve lots are currently owned by both PG&E (7 lots) and the City (5 lots). It is the desire of the City and residents of the neighborhood to see the timely construction of new homes on these lots.

The goal of the entire Crestmoor Neighborhood Reconstruction project has been to complete the repair and replacement of the infrastructure concurrent with the reconstruction of the homes to minimize the continuing disruption to residents. At the Crestmoor Community Meeting held on January 23, 2013, the neighborhood's interest in this topic was briefly discussed and staff confirmed to residents that the City would provide information on the City's preferred strategy for disposition of the vacant lots within the next few months.

The purpose of this report is to summarize the status of the vacant lots and seek direction from the City Council to move forward in coordination with PG&E to select a homebuilder to purchase and develop the vacant lots

DISCUSSION:

Shortly after the PG&E gas pipeline explosion and fire in the Crestmoor neighborhood, the City and PG&E entered into a trust agreement establishing funding of up to \$50 million to pay for the repair and replacement of damaged infrastructure as well as to reimburse the City for all costs incurred as a result of the incident. The use of these funds are limited to that purpose. Separately, the City successfully negotiated a Restitution Settlement with PG&E to benefit the entire San Bruno Community. The restitution settlement with PG&E resulted in a payment of \$68.75 million for the purpose of establishment of a not-for-profit entity and the transfer of five

vacant lots then owned by PG&E, to the City. These five lots represented the total number of lots owned by PG&E as of the date of the settlement. Since that time, PG&E has acquired additional lots as part of their program to assist individual property owners who determine that they will not rebuild in the neighborhood. PG&E does not currently anticipate purchasing any more lots in the neighborhood beyond the 7 they currently own.

As of the date of this report, there are seventeen (17) vacant lots in the neighborhood for which no building permit has been issued. A summary of these lots is shown in the table below and the attached Exhibit 1 – Ownership Status Map.

Crestmoor Neighborhood Lot Ownership Summary

Lots Owned By City <i>(Red outline)</i>	
981 Glenview Drive	<i>Available for home construction</i>
1110 Glenview Drive	<i>Available for home construction</i>
1641 Claremont Drive	<i>Available for home construction</i>
1701 Earl Avenue	<i>To be considered for future public use</i>
1680 Claremont Drive	<i>To be considered for future public use</i>
Lots Owned By PG&E <i>(Green outline)</i>	
951 Glenview Drive	<i>Available for home construction</i>
991 Glenview Drive	<i>Available for home construction</i>
1100 Glenview Drive	<i>Available for home construction</i>
1721 Earl Avenue	<i>Available for home construction</i>
1655 Claremont Drive	<i>Available for home construction</i>
1115 Fairmont Drive	<i>Available for home construction</i>
2735 Concord Way	<i>Available for home construction</i>
Lots in Private Ownership <i>(Black outline)</i>	
1711 Earl Avenue	<i>Plan to rebuild, timing unknown</i>
1645 Claremont Dr	<i>Undecided if rebuilding</i>
1651 Claremont Dr	<i>Undecided if rebuilding</i>
1670 Claremont Dr	<i>No plans to rebuild – may be available for future public use</i>
1690 Claremont Dr	<i>No plans to rebuild – may be available for future public use</i>

The Crestmoor neighborhood is continuing to experience significant impacts from the on-going construction in the neighborhood as the City seeks not only to repair and replace damaged infrastructure, but to provide improvements throughout the neighborhood. A common interest and concern being expressed by the residents of the neighborhood is “we understand that our neighborhood will be torn up for another 18 months or so rebuilding the pipes and roads. Can the lots be built on during that time so we don’t have to live in a construction zone for years after the infrastructure is completed?”

Staff has discussed the disposition of the vacant lots and the community interests with PG&E and has considered a number of alternatives that both PG&E and the City could pursue to assure timely completion of neighborhood reconstruction. PG&E has identified their interest to work with the City and to follow the City’s lead in implementing an appropriate strategy for the development of the lots. The alternatives considered by staff include selling the lots to individuals for development, the City and/or PG&E developing the lots and selling the homes or

the City and/or PG&E issuing a request for proposals to the development community for purchase, development and sale of the developed lots.

Given the primary concerns of the community, the desire for expediency in building, the City's interest for a coordinated approach to the construction and design of the new homes consistent with the neighborhood interest and aesthetics and the need to minimize the ongoing and long term disruption in the neighborhood, staff recommends that a "package" approach to the sale and development of the lots be pursued with the City taking the lead and coordinating with PG&E so that the 12 vacant lots are developed together.

In reaching this recommendation, staff considered the several potential difficulties and risk that might result from sale of single lots on an individual basis. These include the potential for individual challenges and potential delays in getting construction and mortgage financing and the resulting impact of individual design and development processes and schedules, challenges associated with numerous different contractors in the neighborhood at same time and the complexities of how to choose the most qualified buyer(s) if multiple offers are received. These issues and other concerns could lead to an even more lengthy and fragmented build-out of the neighborhood. Staff recommends that a more comprehensive approach should be undertaken to meet the needs of the community and the City.

Staff has consulted with PG&E about the establishment of an agreement with the company to place the PG&E-owned lots with the City-owned lots together in a Request for Proposals (RFP) solicitation of interest and proposals from home builders. Specifically, the RFP would solicit interest from qualified developers who would purchase and then develop the lots according to a process and schedule outlined by the City. PG&E concurs with this approach and is ready to enter into an agreement with the City to accomplish this approach. The total "package" of lots would be sold to a builder and proceeds would be returned to both owners (City and PG&E). As part of this process, a fair value would be assigned to all of the lots with the intent to avoid the potential for PG&E to make a "profit" on the sale of the lots. Additionally, as part of the proposal process, the City can place certain guidelines and other controls on the development of the homes including items such as home sizes, building envelopes, architectural character, timing/phasing of construction, etc.

Staff recommends that the City Council direct staff to proceed as outlined in this report and that the City Council authorize staff to establish an agreement with PG&E that would provide for the City to manage the RFP solicitation and the disposition and development of all 12 of the vacant lots owned by both the City and PG&E.

FISCAL IMPACT:

The discussion with PG&E and the preparation of the RFP for potential homebuilders can be performed by City staff. The services of any required outside professionals (legal, etc.) will be paid for through the Trust Fund established by the City and funded by PG&E for work to rebuild the Crestmoor Neighborhood.

RECOMMENDATION:

Receive report and approve process for disposition and development of vacant lots within the Crestmoor neighborhood

ALTERNATIVES:

1. Allow PG&E to sell their lots to individuals and/or builders on their own. This may be against the wishes of many in the neighborhood
2. Sell the City owned lots to individuals with the potential downside of a lengthier and more complex build out process.
3. City purchase the PG&E lots and sell to individuals or builders. Challenges include funding source to purchase lots, additional title transfer steps, etc.

DISTRIBUTION:

None

ATTACHMENTS:

1. Map

DATE PREPARED:

March 28, 2013



	City Owned
	PG&E Owned
	In Escrow to PG&E
	Permit Issued

As of April 9, 2013