



"The City With a Heart"

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

AGENDA – SPECIAL MEETING

SAN BRUNO CITY COUNCIL

CLOSED SESSION

December 10, 2013

5:30 (AMENDED)

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.

1. CALL TO ORDER:

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

3. CLOSED SESSION:

- a. Conference with Labor Negotiators Pursuant to Gov't Code Section 54957.6; Agency Designated Representatives: City Manager, Human Resources Director, and City Labor Negotiator, Geoff Rothman; Employee Organizations: Miscellaneous, Police, Mid Management, and Fire Bargaining Units.
- b. Conference with Legal Counsel--Anticipated Litigation--Significant Exposure to Litigation Pursuant to Government Code section 54956(d)(2), One Case.
- c. Conference with Legal Counsel – Existing Litigation Pursuant to Government Code 54956.9 (d)(1): Rapada v. City of San Bruno.
- d. Conference with Legal Counsel Regarding Pending Workers' Compensation Appeal. (Employee v. City of San Bruno and JT2 Integrated, Workers' Compensation Appeal Board, ADJ7715708, ADJ9200389, and ADJ9200390) (Cal Gov't Code 54956.9 (a).)

4. ADJOURNMENT:

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



"The City With a Heart"

Jim Ruane, Mayor
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AGENDA

SAN BRUNO CITY COUNCIL

December 10, 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 the **San Bruno Garden Club** for providing the beautiful floral arrangement.

1. CALL TO ORDER:

2. ROLL CALL/PLEDGE OF ALLEGIANCE:

3. ANNOUNCEMENTS:

There will not be a City Council Meeting on December 24th, the fourth Tuesday in December. The next Regular City Council Meeting will be held on January 14, 2014.

4. PRESENTATIONS:

5. REVIEW OF AGENDA:

6. APPROVAL OF MINUTES:

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 November 18 and 25, 2013.
- b. **Approve:** Payroll of November 17, 2013.
- c. **Receive:** Report and Adopt Resolution Accepting the Annual Report on Development Impact Fees for the Year Ending June 30, 2013.
- d. **Adopt:** Resolution Authorizing the City Manager and the City Attorney to Execute Escrow Documents to Complete the Purchase of 1690 Claremont Drive by the City of San Bruno.
- e. **Adopt:** Resolution Authorizing the Purchase of Cable Television Internet Caching Equipment in the Amount of \$71,900.
- f. **Adopt:** Resolution Authorizing the City Manager and the City Attorney to Execute Escrow Documents to Complete the Sale of 105 Cabrillo Way by the City of San Bruno.
- g. **Adopt:** Resolution Authorizing Submittal of a Grant Application to the Pacific Library Partnership in the Amount of \$11,000 for Library Local History Programming.
- h. **Adopt:** Resolution Authorizing the City Manager to Execute a Multi-Year Contract with Flowers Electric and Service Co., Inc. for Street Light Maintenance and Repair Services in an Amount not to Exceed \$60,000 for Fiscal Year 2013-14.

- i. Adopt Resolution Authorizing the City Manager to Execute an Amended Agreement Between the City of San Bruno and Central County Fire Department for a Shared Employee in the Position of Shop Services Mechanic.
- j. Receive Report and Confirm Appointment of City Council Members to City Council Subcommittees and as Liaison to Citizen Advisory Committees, Commissions, and Boards.

8. PUBLIC HEARINGS:

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

10. CONDUCT OF BUSINESS:

- a. Receive Oral Report on Design of the Arch Feature and East Side Design at the CalTrain Grade Separation and Provide City Council Comments.
- b. Adopt Resolution Authorizing the City Manager to Negotiate a Development Agreement with Castle Companies to Construct New Homes on the Ten Lots Owned by the City of San Bruno and PG&E in the Crestmoor Neighborhood.

11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:

12. COMMENTS FROM COUNCIL MEMBERS:

13. CLOSED SESSION:

14. ADJOURNMENT:

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

11/18/13

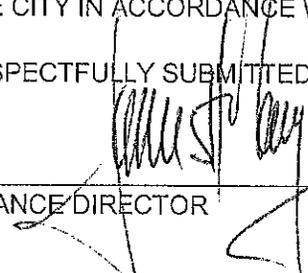
CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$152,859.38
132	AGENCY ON AGING	\$2,259.43
133	RESTRICTED DONATIONS	\$29.25
190	EMERGENCY DISASTER FUND	\$10,182.00
201	PARKS AND FACILITIES CAPITAL	\$750.00
611	WATER FUND	\$13,487.00
621	STORMWATER FUND	\$3,803.89
631	WASTEWATER FUND	\$13,093.24
641	CABLE TV FUND	\$65,435.52
701	CENTRAL GARAGE	\$9,230.30
702	FACILITY MAINT. FUND	\$10,556.62
703	GENERAL EQUIPMENT REVOLVING	\$1,700.67
707	TECHNOLOGY DEVELOPMENT	\$3,516.83
880	PROJECT DEVELOP. TRUST	\$5,172.50
891	S.B. GARBAGE CO. TRUST	\$518,327.08
TOTAL FOR APPROVAL		\$810,403.71

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 145073 THROUGH 145191 INCLUSIVE, TOTALING IN THE AMOUNT OF \$810,403.71 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

11-26-2013
DATE

T.O.

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount	
0017053	ACCOUNTEMPS	145073	11/18/2013	4,160.00
0105865	ACCUSCREEN.COM	145074	11/18/2013	40.00
0000858	ADECCO EMPLOYMENT SERVICES	145075	11/18/2013	2,140.40
0000163	AIRPORT AUTO PARTS INC.	145076	11/18/2013	280.77
0017459	ALL CITY MANAGEMENT SVC.INC.	145077	11/18/2013	2,257.00
0104542	ALTA LANGUAGE SERVICES, INC.	145078	11/18/2013	60.00
0100295	ALVIN MACALALAG	145134	11/18/2013	1,000.00
0000082	AMERICAN MESSAGING	145079	11/18/2013	19.92
0105864	ANA B. VALLE	145080	11/18/2013	76.00
0001202	ARAMARK UNIFORM SERVICES	145081	11/18/2013	730.88
0104233	ASTOUND BROADBAND	145082	11/18/2013	3,380.00
0016123	AT&T	145083	11/18/2013	631.26
0017191	AT&T	145084	11/18/2013	510.55
0018363	AT&T LONG DISTANCE	145085	11/18/2013	21.22
0000345	BAKER & TAYLOR BOOKS	145086	11/18/2013	2,149.75
0018567	BATTERY SYSTEMS	145087	11/18/2013	759.60
0105373	BAY AREA CLEANING	145088	11/18/2013	340.00
0015628	BAY AREA TREE CO., INC.	145089	11/18/2013	2,075.00
0103924	BEAR DATA SOLUTIONS, INC.	145090	11/18/2013	1,462.74
0000378	BROADMOOR LANDSCAPE SUPPLY	145092	11/18/2013	45.71
0096798	BUSINESS PRODUCTS & SUPPLIES	145093	11/18/2013	895.54
0017843	CENTRAL COUNTY FIRE DEPT.	145096	11/18/2013	5,308.71
0016324	CINTAS CORPORATION #464	145097	11/18/2013	376.56
0097464	CINTAS FIRST AID & SAFETY	145098	11/18/2013	83.67
0098588	CITY OF BURLINGAME	145099	11/18/2013	3,388.50
0013595	CITY OF SAN BRUNO	145100	11/18/2013	980.74
0000386	CITY OF SOUTH SAN FRANCISCO	145101	11/18/2013	10,372.94
0098656	COMPLETE LINEN SERVICE	145102	11/18/2013	224.62
0015857	COUNTY OF SAN MATEO	145103	11/18/2013	76.00
0093715	COUNTY OF SAN MATEO	145104	11/18/2013	1,175.00
0018331	CSG CONSULTANTS INC.	145105	11/18/2013	5,460.00
0016604	CUMMINS PACIFIC, LLC	145106	11/18/2013	7,395.40
0092169	DAN VOREYER	145183	11/18/2013	5,612.97
0018188	DAU PRODUCTS	145107	11/18/2013	2,758.67
0105866	DEKRA-LITE	145108	11/18/2013	1,248.57
0018779	DUDLEY PERKINS CO	145110	11/18/2013	337.70
0105820	EAST BAY TIRE CO	145111	11/18/2013	1,638.69
0102362	ESPN	145114	11/18/2013	5,373.17
0001782	FLOWERS ELECTRIC & SVC.CO.INC.	145117	11/18/2013	6,809.27
0018117	FLYERS ENERGY, LLC	145118	11/18/2013	13,348.89
0103258	GC MICRO CORPORATION	145119	11/18/2013	1,700.40
0016363	GCS ENVIRONMENTAL & EQUIPMENT SVC.	145112	11/18/2013	3,003.11
0096932	GENESIS EMPLOYEE BENEFITS, INC	145120	11/18/2013	262.00
0104560	GEO OPTIONS, INC.	145121	11/18/2013	3,741.65
0000162	GRAINGER	145122	11/18/2013	3,640.59
0096316	GREEN CARPET LANDSCAPING & MAINTENANCE	145131	11/18/2013	2,200.00
0105378	HOME MAID RAVIOLI COMPANY INC.	145123	11/18/2013	175.74
0001786	IN DEMAND-NYC	145124	11/18/2013	4,406.48
0018838	INFOSEND, INC.	145125	11/18/2013	4,742.28
0104708	JEREMY BRANDENBURG	145091	11/18/2013	125.00
0001846	JOHN WHITLINGER	145187	11/18/2013	36.00
0098973	JOSEPH TELLES	145169	11/18/2013	5,537.00
0101866	KIDZ LUV SOCCER, INC.	145127	11/18/2013	3,304.00

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Vendor Code & Name	Check #	Check Date	Amount
0018498 KONICA MINOLTA BUSINESS SOL.	145128	11/18/2013	1,700.67
0018728 KONICA MINOLTA BUSINESS SOLUTIONS	145139	11/18/2013	6,954.20
0104994 KRON 4/BAY AREA NEWS STATION	145129	11/18/2013	7,655.80
0000317 L.N. CURTIS & SONS	145130	11/18/2013	4,061.89
0018777 LEXISNEXIS RISK DATA MANAGEMENT	145157	11/18/2013	81.85
0104424 LIDIA'S ITALIAN DELICACIES	145132	11/18/2013	1,200.00
0018177 LOWE'S	145133	11/18/2013	988.21
0090000 MARC CATALANO	145095	11/18/2013	8,637.75
0091438 MATT CAMPI	145094	11/18/2013	7,232.78
0018496 MCMASTER-CARR SUPPLY CO.	145135	11/18/2013	196.60
0105816 MICHAEL H. SMITH, PH.D.	145136	11/18/2013	300.00
0016863 MIDWEST TAPE, LLC	145137	11/18/2013	42.49
0001709 MILLBRAE LOCK	145138	11/18/2013	35.00
0104730 MUNICIPAL EMERGENCY SERVICES	145140	11/18/2013	645.28
0000357 NATIONAL CABLE TV CO-OP, INC.	145141	11/18/2013	3,171.97
0102346 NCCIPMA-HR	145142	11/18/2013	60.00
0018319 NEAL MARTIN & ASSOCIATES	145143	11/18/2013	9,520.00
0090001 NOREEN HANLON	145144	11/18/2013	4,445.43
0105238 NORTHERN SERVICES INC.	145145	11/18/2013	1,982.87
0102372 NUTRITION SITE COUNCIL OF SB	145146	11/18/2013	325.91
0092263 OFFICE DEPOT INC	145147	11/18/2013	690.75
0018284 OFFICEMAX INC.	145148	11/18/2013	153.96
0000210 OLE'S CARBURETOR & ELECTRIC INC	145149	11/18/2013	430.66
0000012 PACIFIC GAS & ELECTRIC	145150	11/18/2013	5,812.04
0018297 PATRICK SWEENEY	145168	11/18/2013	10,849.04
0016770 PRAXAIR DISTRIBUTION INC -192	145151	11/18/2013	153.63
0091044 R.A. METAL PRODUCTS, INC	145152	11/18/2013	16,266.07
0105850 RANEY PLANNING&MANAGEMENT INC.	145154	11/18/2013	5,172.50
0105863 RAOUL EPLING	145113	11/18/2013	153.08
0017712 RECALL SECURE DESTRUCTION SERVICES, INC.	145109	11/18/2013	70.44
0000175 RECOLOGY SAN BRUNO	145155	11/18/2013	518,327.08
0018761 RENEE RAMSEY	145153	11/18/2013	72.48
0017059 RESCUE ROOTER	145156	11/18/2013	195.00
0096458 RMC WATER AND ENVIRONMENT	145158	11/18/2013	12,512.41
0101890 ROGELIO FERRER	145116	11/18/2013	400.00
0013581 ROVI GUIDES, INC.	145159	11/18/2013	10,178.42
0000569 SAN BRUNO AUTO CENTER, INC.	145160	11/18/2013	845.00
0015418 SAN MATEO COUNTY TRAINING OFFICERS ASSOCI,	145178	11/18/2013	1,426.00
0099047 SAN MATEO CTY SHERIFF'S OFFICE	145161	11/18/2013	2,251.03
0018461 SERRAMONTE FORD, INC.	145162	11/18/2013	223.37
0000216 SHOWTIME NETWORKS INC.	145163	11/18/2013	6,851.88
0097079 SPRINT	145164	11/18/2013	515.74
0014075 STATE BOARD OF EQUALIZATION	145165	11/18/2013	1,030.00
0000801 STEWART AUTOMOTIVE GROUP	145166	11/18/2013	54.82
0105796 SUNRISE FOOD DISTRIBUTOR INC.	145167	11/18/2013	404.70
0096616 TENNANT SALES AND SERVICE CO.	145170	11/18/2013	567.78
0017659 THE CALIFORNIA CHANNEL	145171	11/18/2013	126.44
0018717 THE E GROUP LLC	145172	11/18/2013	300.00
0014149 THERESA JACKSON	145126	11/18/2013	3,878.72
0017527 TIFCO INDUSTRIES INC.	145173	11/18/2013	326.73
0105031 TMNDRT	145174	11/18/2013	1,074.74
0000831 TONER CARTRIDGE&INKJET EXPRESS	145175	11/18/2013	839.74
0018818 TOSHIBA BUSINESS SOLUTIONS CA	145176	11/18/2013	563.08
0018818 TOSHIBA BUSINESS SOLUTIONS CA	145177	11/18/2013	30.31

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Vendor Code & Name	Check #	Check Date	Amount
0103095 TUTV	145179	11/18/2013	107.10
0000019 U.S. POSTMASTER	145180	11/18/2013	3,800.00
0099592 UNIVISION COMMUNICATIONS, INC.	145181	11/18/2013	3,597.96
0017938 VOICE PRINT INTERNATIONAL INC.	145182	11/18/2013	2,403.50
0105762 VUBIQUITY INC.	145184	11/18/2013	3,197.05
0018432 W. BRADLEY ELECTRIC INC.	145185	11/18/2013	840.00
0018385 WFCB - OSH COMMERCIAL SERVICES	145186	11/18/2013	566.64
0100184 WILLIAM J. FEISTER	145115	11/18/2013	300.00
0013841 WITMER-TYSON IMPORTS INC	145188	11/18/2013	663.50
0014850 XEROX CORPORATION	145189	11/18/2013	234.26
0102630 XO COMMUNICATIONS, LLC	145190	11/18/2013	3,528.49
0103399 ZUMAR INDUSTRIES, INC.	145191	11/18/2013	1,298.21
	GrandTotal:		810,403.71
	Total count:		119

11/25/13

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

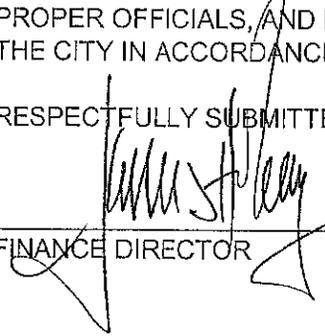
FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$91,107.18
003	ONE-TIME REVENUE	\$3,703.19
122	SOLID WASTE/RECYCL.	\$3,826.75
132	AGENCY ON AGING	\$149.97
133	RESTRICTED DONATIONS	\$241.98
190	EMERGENCY DISASTER FUND	\$178,810.33
203	STREET IMPROVE. PROJECTS	\$8,778.28
611	WATER FUND	\$65,872.23
621	STORMWATER FUND	\$10.00
631	WASTEWATER FUND	\$1,055,754.75
641	CABLE TV FUND	\$326,565.89
701	CENTRAL GARAGE	\$6,562.48
702	FACILITY MAINT. FUND	\$9,213.47
707	TECHNOLOGY DEVELOPMENT	\$1,043.47
711	SELF INSURANCE	\$308.69
880	PROJECT DEVELOP. TRUST	\$5,307.36
891	S.B. GARBAGE CO. TRUST	\$40,000.00

TOTAL FOR APPROVAL - \$1,797,256.02

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 145192 THROUGH 145345 INCLUSIVE, TOTALING IN THE AMOUNT OF \$1,797,256.02 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

11-27-2013
DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0001170 AIRGAS NCN	145192	11/25/2013	232.07
0000163 AIRPORT AUTO PARTS INC.	145193	11/25/2013	207.35
0102355 AMAZON	145194	11/25/2013	1,092.90
0014057 AMERICAN SOCIETY ON AGING	145195	11/25/2013	450.00
0018439 ARCOM LABS INC.	145196	11/25/2013	1,825.75
0016123 AT&T	145197	11/25/2013	16.67
0017191 AT&T	145198	11/25/2013	267.95
0018465 AT&T MOBILITY	145199	11/25/2013	45.45
0018583 AT&T MOBILITY	145200	11/25/2013	62.14
0000345 BAKER & TAYLOR BOOKS	145202	11/25/2013	2,577.41
0018567 BATTERY SYSTEMS	145203	11/25/2013	235.94
0017431 BAY AREA AIR QUALITY MANAGEMENT DISTRICT	145304	11/25/2013	534.00
0015628 BAY AREA TREE CO., INC.	145205	11/25/2013	3,875.00
0001849 BAY AREA WATER SUPPLY & CONSERVATION AGEN	145326	11/25/2013	2,990.97
0018093 BBC WORLDWIDE AMERICA INC.	145206	11/25/2013	741.76
0103924 BEAR DATA SOLUTIONS, INC.	145207	11/25/2013	5,280.00
0100022 BENEDICT CRUZ	145231	11/25/2013	7.71
0018688 BEST BEST & KRIEGER LLP	145208	11/25/2013	924.87
0017361 BOETHING TREELAND FARMS, INC.	145209	11/25/2013	241.98
0018532 BROADCAST MUSIC INC. (BMI)	145211	11/25/2013	294.30
0018323 BSK ASSOCIATES	145212	11/25/2013	2,878.14
0102737 BURKE, WILLIAMS & SORENSEN,LLP	145213	11/25/2013	4,007.12
0097451 CALIFORNIA PARK & RECREATION	145215	11/25/2013	150.00
0018977 CBS TELEVISION STATIONS	145217	11/25/2013	6,284.07
0100241 CCS PRESENTATION SYSTEMS	145218	11/25/2013	150.00
0017843 CENTRAL COUNTY FIRE DEPT.	145219	11/25/2013	7,673.96
0095754 CINDY MORALES	145280	11/25/2013	11.93
0016324 CINTAS CORPORATION #464	145220	11/25/2013	183.12
0000227 CITY OF SAN BRUNO	145221	11/25/2013	80.54
0013595 CITY OF SAN BRUNO	145222	11/25/2013	726.19
0000386 CITY OF SOUTH SAN FRANCISCO	145223	11/25/2013	1,055,317.26
0017802 CLEANSOURCE, INC.	145224	11/25/2013	1,179.36
0000508 CLEARLITE TROPHIES	145225	11/25/2013	392.40
0104508 COMCAST SPORTSNET CALIFORNIA	145226	11/25/2013	20,926.34
0098656 COMPLETE LINEN SERVICE	145227	11/25/2013	120.98
0015857 COUNTY OF SAN MATEO	145228	11/25/2013	3,567.08
0105741 COX MEDIA GROUP	145230	11/25/2013	7,270.30
0016604 CUMMINS PACIFIC, LLC	145232	11/25/2013	500.00
0018188 DAU PRODUCTS	145233	11/25/2013	40.00
0105750 DAVID WOLTERING	145344	11/25/2013	186.88
0102820 DEBRA HALL	145249	11/25/2013	289.00
0094204 DEPARTMENT OF CONSUMER AFFAIRS	145236	11/25/2013	345.00
0018092 DISCOVERY COMMUNICATIONS LLC	145237	11/25/2013	1,382.34
0000198 EBSCO SUBSCRIPTION SVCS.	145238	11/25/2013	8,626.31
0016920 ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)	145315	11/25/2013	2,579.50
0099923 ERIC VALLADARES	145336	11/25/2013	37.34
0017152 ERLER & KALINOWSKI, INC.	145241	11/25/2013	33,309.64
0000944 FEDEX	145242	11/25/2013	88.52
0102869 FRANCHISE TAX BOARD	145244	11/25/2013	50.00
0100064 FRED CAMACHO	145216	11/25/2013	12.52
0098430 GARDNER ROWBOTHAM	145313	11/25/2013	145.35
0018155 GEMPLER'S	145245	11/25/2013	407.53
0104771 GILLERAN ENERGY MANAGEMENT SERVICES	145239	11/25/2013	2,332.33

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0000162 GRAINGER	145246	11/25/2013	205.82
0095966 GREATAMERICA FINANCIAL SVCS.	145247	11/25/2013	577.51
0016491 HF&H CONSULTANTS, LLC	145250	11/25/2013	3,826.75
0105378 HOME MAID RAVIOLI COMPANY INC.	145251	11/25/2013	149.97
0103976 HUB TELEVISION NETWORKS, LLC	145252	11/25/2013	356.24
0014140 IAPMO INTL ASSN OF PLUMBING	145253	11/25/2013	200.00
0001786 IN DEMAND-NYC	145254	11/25/2013	1,810.21
0018838 INFOSEND, INC.	145255	11/25/2013	201.82
0105840 JACKSON LEWIS LLP	145256	11/25/2013	4,378.84
0101992 JAMES HAGGARTY	145248	11/25/2013	122.25
0098964 JARVIS,FAY,DOPORTO&GIBSON, LLP	145257	11/25/2013	440.58
0103317 JILL ROFII	145312	11/25/2013	1,398.35
0103342 JMB CONSTRUCTION, INC.	145258	11/25/2013	160,621.25
0000075 K-119 TOOLS OF CALIFORNIA INC.	145260	11/25/2013	127.43
0103789 KATHERINE A KWARTZ-HOLM	145261	11/25/2013	540.00
0104776 KATHERINE LOU MAYER	145273	11/25/2013	740.00
0018415 KIMBERLY JURAN	145259	11/25/2013	678.34
0000317 L.N. CURTIS & SONS	145263	11/25/2013	6,147.60
0018561 LANCE BAYER	145264	11/25/2013	812.50
0000849 LEAGUE OF CALIFORNIA CITIES	145265	11/25/2013	252.00
0105752 LEVEL 3 COMMUNICATIONS, LLC	145266	11/25/2013	3,096.05
0105034 LFP BROADCASTING, LLC	145267	11/25/2013	35.07
0095766 LIFE-ASSIST, INC.	145268	11/25/2013	693.38
0100492 LINDA DE'FOE	145234	11/25/2013	19.80
0102701 LISA LUCIANO	145269	11/25/2013	525.00
0104916 MANDELL MUNICIPAL COUNSELING	145270	11/25/2013	445.00
0097067 MANOLITO SUGUI	145271	11/25/2013	561.60
0091909 MANUEL & INEZ BUSTOS	145214	11/25/2013	712.25
0100710 MARIO REYES	145310	11/25/2013	276.00
0100704 MARTY CARDONE	145272	11/25/2013	68.93
0098581 MATTHEW DEFRAIN	145235	11/25/2013	22.37
0100793 MAYOOR RAO	145306	11/25/2013	5.41
0102770 METLIFE	145274	11/25/2013	1,205.08
0092285 MICROMARKETING LLC	145275	11/25/2013	20.99
0016863 MIDWEST TAPE, LLC	145276	11/25/2013	42.49
0096800 MOBILE CALIBRATION SVCS. LLC	145278	11/25/2013	238.93
0103600 MOMENTUM TELECOM, INC.	145279	11/25/2013	21,234.22
0000333 MOSS RUBBER & EQUIP. CORP.	145281	11/25/2013	58.86
0104730 MUNICIPAL EMERGENCY SERVICES	145282	11/25/2013	16,652.48
0000357 NATIONAL CABLE TV CO-OP, INC.	145284	11/25/2013	212,415.56
0018319 NEAL MARTIN & ASSOCIATES	145285	11/25/2013	60.00
0015839 NOR-CAL SIGNS	145286	11/25/2013	21.92
0000522 NORTH COAST COUNTY WATER DISTRICT(NCCWD)	145229	11/25/2013	21,014.80
0105238 NORTHERN SERVICES INC.	145287	11/25/2013	826.12
0018157 OCLC INC	145288	11/25/2013	330.27
0018345 OCT INC.	145289	11/25/2013	3,000.00
0092263 OFFICE DEPOT INC	145290	11/25/2013	978.97
0099244 OLAUS KYRIE	145262	11/25/2013	9.00
0000210 OLE'S CARBURETOR &ELECTRIC INC	145291	11/25/2013	985.52
0018701 ORKIN INC.	145292	11/25/2013	504.66
0000012 PACIFIC GAS & ELECTRIC	145293	11/25/2013	16,970.94
0095904 PAT PERALTA	145298	11/25/2013	170.00
0096456 PB AMERICAS, INC.	145294	11/25/2013	4,646.00
0095148 PENINSULA MUNI.ENGINEERING	145295	11/25/2013	4,032.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	145324	11/25/2013	1,144.00
0098995 PENINSULA TRANSMISSION	145296	11/25/2013	2,739.90
0014961 PENINSULA UNIFORMS & EQUIPMENT	145297	11/25/2013	1,379.17
0017260 PETERSON TRUCKS, INC.	145299	11/25/2013	83.23
0098247 PHYLLIS MLINARICH	145277	11/25/2013	74.63
0018130 PITNEY BOWES INC.	145300	11/25/2013	81.23
0016770 PRAXAIR DISTRIBUTION INC -192	145301	11/25/2013	153.63
0102915 PRECISE PRINTING & MAILING	145302	11/25/2013	783.78
0017111 RANDOM HOUSE INC	145305	11/25/2013	26.16
0000175 RECOLOGY SAN BRUNO	145307	11/25/2013	40,000.00
0090749 RED WING SHOE STORE	145308	11/25/2013	217.99
0104548 RENNE SLOAN HOLTZMAN SAKAI LLP	145309	11/25/2013	118.00
0016729 RICOH AMERICAS CORPORATION	145311	11/25/2013	445.35
0100459 ROBERT MUSGRAVE	145283	11/25/2013	15.00
0099636 RODNEY BRATCHER	145210	11/25/2013	14.67
0017432 SAN MATEO COUNTY PUBLIC SAFETY COMMUNICA'	145303	11/25/2013	542.70
0018597 SAN MATEO DAILY JOURNAL	145314	11/25/2013	280.00
0018518 SELMAN BREITMAN LLP	145316	11/25/2013	117.92
0095686 SERGEY FEDOTOV	145243	11/25/2013	70.09
0018461 SERRAMONTE FORD, INC.	145317	11/25/2013	380.17
0000216 SHOWTIME NETWORKS INC.	145318	11/25/2013	7,185.06
0105770 SILICON VALLEY COMMUNITY FOUNDATION	145337	11/25/2013	6,288.75
0103341 SKYCREST PARTNERS, LP	145320	11/25/2013	2,667.86
0103492 SMITHSONIAN NETWORKS	145321	11/25/2013	277.30
0017508 SOUTH CITY LUMBER AND SUPPLY	145322	11/25/2013	254.95
0017339 SOUTH CITY REFRIGERATION	145323	11/25/2013	2,014.80
0017036 STEVEN'S BAY AREA DIESEL SER., INC.	145204	11/25/2013	904.47
0000801 STEWART AUTOMOTIVE GROUP	145325	11/25/2013	779.10
0018028 SWRCB	145327	11/25/2013	1,940.00
0018526 TEC OF CALIFORNIA INC.	145328	11/25/2013	301.74
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	145240	11/25/2013	2,223.00
0103559 THE MLB NETWORK, LLC	145329	11/25/2013	1,334.10
0000036 THOMSON WEST	145330	11/25/2013	501.80
0018198 UMESH MAHARAJ	145331	11/25/2013	122.83
0017876 UNION BANK OF CALIFORNIA	145332	11/25/2013	420.00
0018618 UNITED SITE SERVICES INC.	145333	11/25/2013	185.40
0102744 UNIVERSAL BUILDING SERVICES	145334	11/25/2013	652.00
0098625 UPS	145335	11/25/2013	22.29
0098056 VALERIE BACA	145201	11/25/2013	68.00
0102988 VANTAGEPOINT TRANSFER AGENTS	145338	11/25/2013	7,934.11
0105762 VUBIQUITY INC.	145339	11/25/2013	4,997.46
0105624 WARREN SIU	145319	11/25/2013	400.00
0103982 WESCO GRAPHICS, INC.	145340	11/25/2013	3,354.22
0096421 WEST-LITE SUPPLY CO., INC.	145341	11/25/2013	970.06
0018580 WILEY PRICE & RADULOVICH LLP	145342	11/25/2013	456.00
0105867 WIND & SHADE SCREENS, INC.	145343	11/25/2013	1,409.70
0104033 ZCORUM, INC.	145345	11/25/2013	22,301.00
		GrandTotal:	1,797,256.02
		Total count:	154



City Council Agenda Item
Staff Report

CITY OF SAN BRUNO

DATE: December 10, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Jim O'Leary, Interim Finance Director
SUBJECT: Payroll Approval

City Council approval of the City payroll distributed November 22, 2013 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,294,333.26 for the bi-weekly pay period ending November 17, 2013 is attached.

LABOR SUMMARY FOR PAY PERIOD ENDING : November 17, 2013

pyLaborDist	11/22/13
Fund: 001 - GENERAL FUND	968,916.36
Fund: 122 - SOLID WASTE/RECYCL.	1,447.67
Fund: 153 -RDA OBLIGATION RETIREMENT FUND	6,027.34
Fund: 190 - EMERGENCY DISASTER FUND	17,832.11
Fund: 201 - PARKS AND FACILITIES CAPITAL	597.49
Fund: 203 - STREET IMPROVE. PROJECTS	9,050.09
Fund: 611 - WATER FUND	75,908.02
Fund: 621 - STORMWATER FUND	13,585.00
Fund: 631 - WASTEWATER FUND	65,367.86
Fund: 641 - CABLE TV FUND	84,284.29
Fund: 701 - CENTRAL GARAGE	9,809.92
Fund: 702 - FACILITY MAINT.FUND	21,742.89
Fund: 707 - TECHNOLOGY DEVELOPMENT	13,291.48
Fund: 711 - SELF INSURANCE	6,472.74
Total	<hr/> 1,294,333.26



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: December 10, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Jim O'Leary, Interim Finance Director

SUBJECT: Receive Report and Adopt Resolution Accepting the Annual Report on Development Impact Fees for the Year Ending June 30, 2013

BACKGROUND

The AB 1600 requirements (Government Code §§ 66000-66025, the "Mitigation Act") regulate how public agencies collect, maintain and spend impact charges and fees imposed on developers for the purpose of defraying costs of public facilities. The Act includes requirements for accounting, expending and reporting charges, fees and related interest earnings.

The Annual Report on Development Impact Fees, Exhibit A to the attached resolution, covers four current development charges and fees adopted or approved by the City Council; two of which are subject to AB 1600 requirements – water capacity charges and wastewater/sewer capacity charges. Park In-Lieu fees and Below Market Rate Housing In-Lieu fees are developer fees collected by the City and are exempt from such requirements. These fees have been included in this report for informational purposes. This Annual Report presents revenues collected or receivable and project costs incurred between July 1, 2012 and June 30, 2013.

Developer fees must be segregated from the City's General Fund and from other funds or accounts containing fees collected for other purposes in accordance with accounting standards. Interest earned on each fees must be credited to that fund or account and used only for the purposes for which the fees were collected.

Amended provisions require that, within 180 days after the close of the fiscal year, an agency that collected the fees must make available to the public the following information regarding each fund or account (Government Code §§ 66006):

1. A description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending balance for the fiscal year.
4. The amount of fees collected and interest earned.
5. An identification of each public improvement on which fees were expended and the amount of the expenditure on each improvement.

7.c.

6. An identification of an approximate date by which the construction of a public improvement will commence, if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the loaned funds will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
8. The amount of any refunds made due to inability to expend fees within the required time frame.

This Annual Report must also be reviewed by the City Council at a regularly scheduled public meeting. In addition, notice of the time and place of the meeting shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the local agency. The attached annual report consists of the City Council resolution and an Exhibit A that presents the revenues, expenditures, and fund balances for the four impact fees.

DISCUSSION

The City development impact fees covered by the AB 1600 requirements and documented in Exhibit A to the Resolution, include the following:

- Water Capacity Charges (Municipal Code Ch. 10.14): Charges collected on new connections or water meter size upgrades to reimburse existing ratepayers for their prior investment in the facilities that provide available capacity.
- Wastewater/Sewer Capacity Charges (Municipal Code Ch. 10.12): Charges collected on new connections or sewer meter size upgrades to reimburse existing ratepayers for their prior investment in the facilities that provide available capacity.

Government Code §§ 66013 defines the above funds as charges, which have the following reporting requirements:

1. A description of the charges deposited in the fund.
2. The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund.
3. The amount of charges collected in the current fiscal year.
4. Identification of the following:
 - Public improvements utilizing capacity charges, expenditures incurred for such improvements and the percent of the total costs funded by capacity charges.
 - Public improvements utilizing capacity charges that were completed during the fiscal year.
 - Public improvements that are approved for work in the following fiscal year.

5. A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public improvements on which the transferred moneys are, or will be, expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan.

According to Section 3 of the Government Code, capacity charges are not required to be reimbursed. As of June 30, 2013, the City has fully utilized the 2008-09 water capacity charges and related interest earning. In addition, the City has identified budgeted capital improvement projects to fully utilize the unspent 2008-09 sewer capacity charges and related interest received in fiscal year 2008-09.

Fees listed below were paid to the City, at the developer's election, by residential developers in fulfillment of obligations under the City's inclusionary zoning program. While these fees do not fit within the definition of development impact fees subject to AB 1600 reporting requirements, staff has included them in this report for informational purposes.

- Park In-Lieu fees (Municipal Code Ch. 12.44): Fees to dedicate land for parks and recreational purpose.
- Below Market Rate Housing [BMR] In-Lieu fees (Municipal Code Ch. 12.230): Fees on all residential ownership or rental developments of 10 units or more throughout the City.

An additional supplementary Five-Year Project Cost and Funding Summary for all impact fees is included as Attachment 1 to provide further information on each fee.

FISCAL IMPACT

None, report is for information only.

RECOMMENDATION

Receive Report and Adopt Resolution Accepting the Annual Report on Development Impact Fees for the Year Ended June 30, 2013.

ALTERNATIVES

Annual report is for informational purposes only.

ATTACHMENTS

1. Attachment 1: Five Year Project Cost and Funding Summary (Supplemental Report)
2. Resolution
3. Exhibit A: Annual Report on Development Impact Fees for the Year Ending June 30, 2013

DATE PREPARED

November 15, 2013

REVIEWED BY

CM _____

**City of San Bruno
Five-Year Project Cost and Funding Summary
Water Capacity Charges**

Description

The Water Capacity Charges collected on new connections or water meter size upgrade are for the purposes of defraying costs from increased capacity demands on water infrastructure. Consistent with the 2009-10 Water and Wastewater Rate Study, the projects listed above would increase system capacity by 8%.

Revenue and Expenditures: For Fiscal Year Ending June 30,

Fiscal Year	Total Project Cost	Increased Capacity (8%)	2009	2010	2011	2012	2013
Capacity Charges Received			99,034	63,784	16,439	162,662	33,879
Interest Allocation			52	473	124	1,325	231
Total Revenue Received			99,086	64,257	16,563	163,987	34,110
Project Expenditures							
Mastick Ave. Water Main Replacement (84701)							
FY 2009-10 Expenditures	51,304	4,258	4,258				
FY 2010-11 Expenditures	1,057,928	87,808	78,292	9,516			
FY 2011-12 Expenditures	2,100	174		174			
Pump Station No. 4 College Replacement (84140)							
FY 2008-09 Expenditures	55,550	4,611	4,611				
FY 2009-10 Expenditures	108,462	9,002	9,002				
FY 2010-11 Expenditures	35,221	2,923	2,923				
FY 2011-12 Expenditures	82,246	6,826		6,826			
FY 2012-13 Expenditures	336,173	27,902			7,846	20,056	
Pump Station No. 6 Holding Tank (84710)							
FY 2011-12 Expenditures	150,591	12,499		4,347	8,152		
Tank No. 1 Improvement and Replacement (85100)							
FY 2011-12 Expenditures	6,802	565			565		
FY 2012-13 Expenditures	21,521	1,786				1,786	
Tank No. 3 Replacement (84142)							
FY 2010-11 Expenditures	68,084	5,651		5,651			
FY 2011-12 Expenditures	42,679	3,542		3,542			
FY 2012-13 Expenditures	85,458	7,093				7,093	
Water Mains Improvement and Replacement (84129)							
FY 2010-11 Expenditures	27,066	2,247		2,247			
FY 2011-12 Expenditures	42,804	3,553		3,553			
FY 2012-13 Expenditures	73,445	6,096				6,096	
Water Tank Improvement Project (84131)							
FY 2010-11 Expenditures	282,324	23,433		23,433			
FY 2012-13 Expenditures	4,519	375				375	
Well No. 15 Replacement (84709)							
FY 2010-11 Expenditures	24,755	2,055		2,055			
FY 2011-12 Expenditures	35,099	2,913		2,913			
FY 2012-13 Expenditures	130,535	10,834				10,834	
Total Expenditures			99,086	64,257	16,563	46,241	0
Unused Funds			0	0	0	117,746	34,110
Total Available Funds						117,746	151,856

**City of San Bruno
 Five-Year Project Cost and Funding Summary
 Water Capacity Charges**

Attachment 1

	Total Budgeted 2013-14 Project Cost	Increased Capacity (8%)
Funding committed for 2013-14 Capital Program		
Pump Station No. 4 College Replacement	3,198,879	265,507
Tank No. 1 Retro/Replacement	244,623	20,304
Tank No. 3 Replacement	2,252,249	186,937
Water Mains Improvement	1,094,022	90,804
Water Tank Improvements	1,010,973	83,911
Well No. 15 Replacement	3,054,482	253,522
Total Capacity Charges Committed for Capital Improvement Program	10,855,228	900,984
Total Uncommitted Capacity Charges		0

Five-Year Disclosure:

Fees collected and interest earned, during and prior to Fiscal Year 2008-09, have been fully expended and are in compliance with California Code Section 66013.

**City of San Bruno
Five-Year Project Cost and Funding Summary
Wastewater Capacity Charges**

Description

The Wastewater/Sewer Capacity Charges collected on new connections or water meter size are for the purposes of defraying costs from increased capacity demands on water infrastructure. Consistent with the 2009-10 Water and Wastewater Rate Study, the projects listed above would increase system capacity by 8%.

Revenue and Expenditures: For Fiscal Year Ending June 30,

Fiscal Year	Total Project Cost	Increased Capacity (8%)	2009	2010	2011	2012	2013
Capacity Charges Received			214,157	33,340	21,639	283,114	62,914
Interest Allocation			10,351	4,474	763	1,160	237
Total Revenue Received			224,508	37,814	22,402	284,274	63,151
Project Expenditures							
Crestwood Sewer Pump Station (85703)							
FY 2010-11 Expenditures	62,242	5,166	5,166				
Kains to Angus Sewer (85707)							
FY 2011-12 Expenditures	130,126	10,800	10,800				
FY 2012-13 Expenditures	55,169	4,579	4,579				
Mastick Avenue Main Replacement (85701)							
FY 2010-11 Expenditures	121,627	10,095	10,095				
FY 2011-12 Expenditures	2,032	169	169				
Olympic Pump Station (84336)							
FY 2011-12 Expenditures	13,065	1,084	1,084				
FY 2012-13 Expenditures	74,238	6,162	6,162				
Trenton Drive Wastewater Main Replacement (85704)							
FY 2009-10 Expenditures	17,597	1,461	1,461				
FY 2010-11 Expenditures	658	55	55				
FY 2011-12 Expenditures	16,298	1,353	1,353				
FY 2012-13 Expenditures	63,172	5,243	5,243				
Wastewater Pipeline Repair Program (84322)							
FY 2009-10 Expenditures	168,053	13,948	13,948				
FY 2010-11 Expenditures	75,736	6,286	6,286				
FY 2011-12 Expenditures	87,383	7,253	7,253				
FY 2012-13 Expenditures	27,085	2,248	2,248				
Water Quality Control Plant by SSF (85708)							
FY 2011-12 Expenditures	332,854	27,627	27,627				
FY 2012-13 Expenditures	578,054	47,978	47,978				
Total Expenditures			151,507	0	0	0	0
Unused Funds			73,001	37,814	22,402	284,274	63,151
Total Available Funds							480,642

**City of San Bruno
 Five-Year Project Cost and Funding Summary
 Wastewater Capacity Charges**

Attachment 1

Funding committed for 2013-14 Capital Program	Total Budgeted 2013-14 Project Cost	Increased Capacity (8%)
Kains to Angus Sewer	1,189,755	98,750
Olympic Pump Station	3,072,762	255,039
Trenton Dr Wastewater Main Replacement	1,231,338	102,201
Wastewater Pipeline Repair Program	421,436	34,979
Water Quality Control Plant by SSF	1,958,052	162,518
Total Capacity Charges Committed for Capital Improvement Program	7,873,343	653,487
Total Uncommitted Capacity Charges		0

Five-Year Disclosure:

Fees collected and interest earned, during and prior to Fiscal Year 2008-09, have been fully expended or committed for sewer capital improvements and are in compliance with California Code Section 66013.

**City of San Bruno
Five-Year Project Cost and Funding Summary
Park In-Lieu Fees**

Description

The Park In-Lieu Fees collected are dedicated to land for parks and recreational purpose.

Revenue and Expenditures: For Fiscal Year Ending June 30,

Fiscal Year	Total Project Cost	Remaining Balance [B]	2009	2010	2011	2012	2013
Fees Received			533,583	689,900 [A]	306,622	202,204	0
Interest Allocation			(9,443)	12,636	14,473	8,286	5,343
Prior period adjustment				(55,136) [A]			
Total Revenue Received			524,140	647,400	321,095	210,490	5,343
Project Expenditures							
Lions Field Synthetic Turf							
FY 2011-12 Expenditures	1,500,000	1,101,495	524,140	577,355			
Total Expenditures			524,140	577,355	0	0	0
Unused Funds			0	70,045	321,095	210,490	5,343
Total Available Funds							606,973

Five-Year Disclosure:

Exempted per Quimby Act

Notes:

[A] The previously reported 2009-10 receipt of \$679,100 included a prior period adjustment to reclass tree revenue to another fund.

[B] The Lions Field Synthetic Turf project incurred \$1,500,000 of expenditures in 2011-12, \$398,505 of which used 2007-08 revenues received. The remaining expenditure balance of 1,101,495 is applied to 2008-09 and 2009-10 revenues received.

**City of San Bruno
 Five-Year Project Cost and Funding Summary
 Below Market Rate Housing In-Lieu Fees**

Description

The Below Market Rate Housing In-Lieu fees are charged on all residential ownership or rental developments of 10 units or more throughout the City.

Revenue and Expenditures: For Fiscal Year Ending June 30,

Fiscal Year	Total Eligible Cost	2009	2010	2011	2012	2013
Fees Received						
Prior year receipt		1,008,270	8,393	0	294,000	117,600
Interest Allocation		(27,231)	19,487	21,225	22,952	20,365
Total Revenue Received		2,566,620	27,880	21,225	316,952	137,965
Operating Expenditures						
HIP Housing Program	30,000					30,000
Urban Housing Communities	4,000					4,000
Shelter Network Homesharing Program						0
North Peninsula Neighborhood Center	6,000					6,000
Total Expenditures		0	0	0	0	40,000
Unused Funds		2,566,620	27,880	21,225	316,952	97,965
Total Available Funds						<u>3,030,642</u>

Five-Year Disclosure:

Not required. Development fees collected in conjunction with contractual agreement, or development agreements, are not constrained by AB 1600 requirement.

RESOLUTION NO. 2013-_____

**RESOLUTION ACCEPTING THE ANNUAL REPORT
FOR DEVELOPMENT IMPACT FEES FOR
FISCAL YEAR ENDING JUNE 30, 2013**

WHEREAS, pursuant to Section 66000 et seq. of the Government Code, the City is required to prepare and present an annual development impact fees report for all impact fees and charges as defined by the Government Code; and

WHEREAS, the City collects water and wastewater/sewer capacity charges to defray costs from increased capacity demands on water and sewer infrastructure; and

WHEREAS, the City collects Park In-Lieu fees to dedicate land for parks and recreational purposes; and

WHEREAS, the City collects Below Market Rate Housing [BMR] In-Lieu fees on all residential ownership or rental developments of 10 units or more throughout the City to ensure housing for low income residents; and

WHEREAS, BMR In-Lieu and Park In-Lieu fees, which are exempt from AB 1600 reporting requirements, have been included in the Annual Report for informational purposes.

NOW THEREFORE, BE IT RESOLVED that the City Council of San Bruno receives and accepts the Annual Report on Development Impact Fees for the Year Ending June 30, 2013.

—oOo—

I hereby certify that foregoing Resolution No. 2013-_____ was introduced and adopted by the San Bruno City Council at a regular meeting on December 10, 2013 by the following vote:

AYES:

NOES:

ABSENT:

City Clerk

**CITY OF SAN BRUNO
ANNUAL REPORT ON DEVELOPMENT IMPACT FEES
FOR THE YEAR ENDING JUNE 30, 2013
WATER CAPACITY CHARGES**

Description

The Water Capacity Charges collected on new connections or water meter size upgrade are for the purposes of defraying costs from increased capacity demands on water infrastructure.

Capacity Charges Schedule

Residential	
¾ Inch Meter	\$ 1,502
1 Inch Meter	\$ 2,504
1 ½ Inch Meter	\$ 5,007
Multi-Family, Business, Commercial, & Industrial:	
2 Inch Meter	\$ 8,012
3 Inch Meter	\$ 16,533
4 Inch Meter	\$ 25,037
6 Inch Meter	\$ 50,074
8 Inch Meter	\$ 90,133

**Statement of Revenues, Expenditures, and Changes in Fund Balances
for the Year Ending June 30, 2013**

Revenue

Development fees	\$ 33,879
Interest	<u>231</u>
Total revenue	34,110

Expenditure ^a

Pump Station No. 4 College Replacement	27,902
Tank No. 1 Improvement	1,786
Tank No. 3 Replacement	7,093
Water Mains Improvement and Replacement	6,096
Water Tank Improvement Project	375
Well No. 15 Replacement	<u>10,834</u>
Total expenditure	54,087

Interfund transfer: 0

Excess of expenditures over revenues (19,977)

Fund balance, beginning 171,833

Fund balance, ending \$ 151,856

^a Consistent with the 2009-10 Water and Wastewater Rate Study, 8.3% of the above capital improvement projects addresses and increases system capacity.

Additional Disclosure

Public improvements on which charges were expended that was completed during the fiscal year: None

Public improvements budgeted for the coming fiscal year ^a:

Projects	Total Project Cost	Capacity Charge	Other Water Funds
Pump Station No. 4 College Replacement	\$ 3,198,879	\$ 265,507	\$ 2,933,372
Tank No. 1 Retro/Replacement	244,623	20,304	224,319
Tank No. 3 Replacement	2,252,249	186,937	2,065,312
Water Mains Improvement	1,094,022	90,804	1,003,218
Water Tank Improvements	1,010,973	83,911	927,062
Well No. 15 Replacement	3,054,482	253,522	2,800,960

^a Consistent with the 2009-10 Water and Wastewater Rate Study, 8.3% of the above capital improvement projects addresses and increases system capacity.

**CITY OF SAN BRUNO
ANNUAL REPORT ON DEVELOPMENT IMPACT FEES
FOR THE YEAR ENDING JUNE 30, 2013**

WASTEWATER/SEWER CAPACITY CHARGES

Description

The Wastewater/Sewer Capacity Charges collected on new connections or water meter size are for the purposes of defraying costs from increased capacity demands on water infrastructure.

Capacity Charges Schedule

Residential	
¾ Inch Meter	\$ 3,495
1 Inch Meter	\$ 5,825
1 ½ Inch Meter	\$ 11,651
Multi-Family, Business, Commercial, & Industrial:	
2 Inch Meter	\$ 18,641
3 Inch Meter	\$ 35,604
4 Inch Meter	\$ 58,253
6 Inch Meter	\$ 116,506
8 Inch Meter	\$ 209,711

**Statement of Revenues, Expenditures, and Changes in Fund Balances
for the Year Ending June 30, 2013**

<i>Revenue</i>	
Development fees	\$ 62,914
Interest	237
Total revenue	<u>63,151</u>
<i>Expenditure</i> ^b	
Kain to Angus Sewer	4,579
Olympic Pump Station	6,162
Trenton Dr. Wastewater Main Replacement	5,243
Wastewater Pipeline Repair Program	2,248
Water Quality Control Plant Improvement by SSF	<u>47,978</u>
Total expenditure	66,210
<i>Interfund transfer:</i>	0
<i>Excess of expenditures over revenues</i>	<u>(3,059)</u>
Fund balance, beginning	<u>483,701</u>
<i>Fund balance, ending</i>	<u>\$ 480,642</u>

Additional Disclosure

Public improvements on which charges were expended that was completed during the fiscal year: None

Public improvements budgeted for the coming fiscal year^b:

Projects	Total Project Cost	Capacity Charge	Other Wastewater Funds
Kains to Angus Sewer	\$ 1,189,755	\$ 98,750	\$ 1,091,005
Olympic Pump Station	3,072,762	255,039	2,817,723
Trenton Dr Wastewater Main Replacement	1,231,338	102,201	1,129,137
Wastewater Pipeline Repair Program	421,436	34,979	386,457
Water Quality Control Plant by SSF	1,958,052	162,518	1,795,534

^b Consistent with the 2009-10 Water and Wastewater Rate Study, 8.3% of the above capital improvement projects addresses and increases system capacity.

**CITY OF SAN BRUNO
ANNUAL REPORT ON DEVELOPMENT IMPACT FEES
FOR THE YEAR ENDING JUNE 30, 2013**

PARK IN-LIEU FEE

Description

The Park in-Lieu Fees collected are dedicated to land for parks and recreational purpose.

Rate Schedule

Single Family & Duplex Areas	3 x 0.0045 x market value
Multiple Family Areas:	2 ½ x 0.0045 x market value

**Statement of Revenues, Expenditures, and Changes in Fund Balances
for the Year Ending June 30, 2013**

<i>Revenue</i>	
Development fees	\$ 0
Interest	<u>5,343</u>
Total revenue	5,343
<i>Expenditure</i>	
None	<u>0</u>
Total expenditure	0
<i>Interfund transfer:</i>	0
<i>Excess of expenditures over revenues</i>	<u>5,343</u>
Fund balance, beginning	<u>601,630</u>
<i>Fund balance, ending</i>	<u>\$ 606,973</u>

Additional Disclosure

Funds required to be returned	N/A
Five-Year Report:	Exempt by Quimby Act

**CITY OF SAN BRUNO
ANNUAL REPORT ON DEVELOPMENT IMPACT FEES
FOR THE YEAR ENDING JUNE 30, 2013
BELOW MARKET HOUSING IN-LIEU FEE**

Description

The Below Market Rate Housing in-Lieu fees are charged on all residential ownership or rental developments of 10 units or more throughout the City.

Rate Schedule

Rental Development	\$	39,450 per unit
Ownership Development	\$	38,700 per unit

**Statement of Revenues, Expenditures, and Changes in Fund Balances
for the Year Ending June 30, 2013**

<i>Revenue</i>		
Development fees	\$	117,600
Interest		<u>20,365</u>
Total revenue		137,965
<i>Expenditure</i>		
HIP Housing Program		30,000
Urban Housing Communities		4,000
North Peninsula Neighborhood Center		<u>6,000</u>
Total expenditure		40,000
<i>Interfund transfer</i>		0
<i>Excess of revenues over expenditures</i>		<u>97,965</u>
Fund balance, beginning		<u>2,932,677</u>
<i>Fund balance, ending</i>		<u>\$ 3,030,642</u>

Additional Disclosure

Funds required to be returned	N/A
Five-Year Report:	Not required. Development fees collected in conjunction with contractual agreement, or development agreements, are not constrained by AB 1600 requirement.



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: December 10, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Marc Zafferano, City Attorney
SUBJECT: Adopt Resolution Authorizing the City Manager and the City Attorney to Execute Escrow Documents to Complete the Purchase of 1690 Claremont Drive by the City of San Bruno

BACKGROUND:

Over the past several months, the City has been negotiating with the Estates of Gregory and Lavonne Bullis to purchase their vacant lot at 1690 Claremont Drive for use as a future park for the Crestmoor neighborhood. After exchanging appraisals, and consistent with prior direction from the City Council in closed session, the parties have now agreed on a purchase price of \$500,000.

To complete the transaction, the City Manager and City Attorney must sign escrow instructions and other documents for which a City Council resolution is required.

DISCUSSION:

When a city acquires real property, the City Attorney must execute a Certificate of Acceptance, and the City Manager will need to sign various documents as part of the escrow. These authorizations must be memorialized by a City Council resolution.

Staff has reviewed all of the escrow documents and title reports and they are in order. There are no existing liens or encumbrances on the property. The two Estates have agreed to pay closing costs up to \$5,000.

FISCAL IMPACT:

The purchase price and any closing costs in excess of \$5,000 will be reimbursed to the City by the Trust established by PG&E to cover costs associated with the September 2010 explosion. As stipulated in the trust agreement, "The Trust fund shall be used to advance funds on behalf of the City or to reimburse the City for any and all unreimbursed or uninsured costs incurred or paid by the City in connection with, related to or caused by the Glenview fire incident, including but not limited to...repairs and remediation..." of the neighborhood. Once the City acquires title, it is exempt from paying property taxes.

J.d.

RECOMMENDATION:

Adopt resolution authorizing the City Manager and the City Attorney to execute escrow documents to complete the purchase of 1690 Claremont Drive by the City of San Bruno.

ALTERNATIVES:

1. Request additional information from staff before adopting the resolution.

ATTACHMENTS:

1. Resolution

DISTRIBUTION:

None.

REVIEWED BY:

_____ DH

_____ CM

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY
TO EXECUTE ESCROW DOCUMENTS TO COMPLETE THE PURCHASE OF
1690 CLAREMONT DRIVE BY THE CITY OF SAN BRUNO**

WHEREAS, the Estate of Gregory Bullis and the Estate of Lavonne Bullis wish to sell, and the City of San Bruno wishes to buy vacant property identified as 1690 Claremont Drive (APN 019-024-240); and

WHEREAS, to complete the transaction, the City Manager and the City Attorney are required to execute various documents, including escrow instructions and Certificates of Acceptance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of San Bruno hereby authorizes the City Manager and City Attorney to execute all documents necessary and appropriate, including escrow instructions, title documents, and Certificates of Acceptance, to complete the purchase of said property by the City.

---oOo---

I hereby certify that foregoing **Resolution No.** _____
was introduced and adopted by the
San Bruno City Council at a regular meeting
on December 10, 2013, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Carol Bonner, City Clerk



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: December 10, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Steve Firpo, Cable Business Manager
Al Johnson, Cable System Engineer
SUBJECT: Adopt Resolution Authorizing the Purchase of Cable Television Internet Caching Equipment in the amount of \$71,900

BACKGROUND:

San Bruno Cable utilizes three Internet Circuits from the local network to provide service to all its subscribers. The amount of Internet usage can be quantified by looking at bandwidth or traffic amounts riding on the three circuits. Each circuit is similar to a water pipe, with a limited volume capacity. When capacity is reached the flow of traffic is slowed down.

Two years ago, the amount of bandwidth usage was only at 800 Mbps (Megabits per second) daily on average. Currently, the Internet service is using, on average, 2200 Mbps of the 3000 Mbps total available daily between the three circuits. In other words, the pipe is at about 73% capacity and given the growth today of Internet file sharing, online gaming, and streaming video applications, the trend shows a continuing increase in Internet usage. As such, staff is proactively seeking ways to meet these new bandwidth demands in a cost effective manner.

DISCUSSION:

With the increased subscriber use of "over the top" services such as Netflix, Hulu, You Tube, Apple TV, Roku and other Peer to Peer (P2P) services, bandwidth demand has increased over 150% over the last two years.

Two years ago, staff purchased a caching unit which stores sites frequently visited by San Bruno Internet users. With that in place the network realized a 25% reduction in bandwidth traffic. The equipment uses algorithms to determine which sites are most visited and/or require data downloads and then stores the data for end-users, resulting in faster download speeds. For example, if a popular download is a Netflix movie such as Hunger Games, the equipment stores the data so that future users requesting the data can retrieve the content from this device. This way the data transfer would not need to travel all the way to the original web server to retrieve the data. The data storage equipment is fully automated and requires little maintenance, though it can be manually configured, if desired. Other features include the ability for up to 200,000 users to access the device at one time, site-filtering, and compliance with Federal law anonymity requirements and reporting. The equipment purchased performed as expected but is at capacity so an additional unit with greater capacity is needed.

With the acquisition of a second caching equipment unit bandwidth usage over the three existing Internet circuits would be reduced further by as much as 30% to avoid the costs of adding another circuit at this time. Subscribers will see faster downloads to popular sites and

T.e.

the San Bruno Cable network benefits with a more efficient use of its bandwidth and decreased expenses for circuit bandwidth.

FISCAL IMPACT:

The cost for the product is \$71,900, which includes installation, set-up and the maintenance agreement. Staff was able to take advantage of its membership with National Cable Television Cooperative (NCTC) to receive this discounted price. The price for this equipment without the discount is over \$150,000.

The current monthly cost to purchase bandwidth is just under \$11,000. A reduction of 30% in bandwidth usage would mean a monthly savings of about \$2500 a month. By reducing the bandwidth usage, the need to purchase another costly Internet circuit and related equipment can be postponed.

While there are other competitors offering Transparent Internet Caching, the product from PeerApp is the sole proprietor offering a single comprehensive solution for processing all of the following protocols; P2P (Peer to Peer), Over the top Video, HTTP, Software upgrades (Apple, Microsoft, Adobe) and streaming video sites like Netflix. Funding for this project is budgeted in the 2013-2014 Capital Improvement Budget.

ALTERNATIVES:

1. Direct staff not to purchase the Equipment.
2. Direct staff to purchase only one or the other equipment purchases
3. Direct staff to request a bid from another vendor.

RECOMMENDATION:

Adopt Resolution Authorizing the Purchase of Cable Television Internet Caching Equipment in the amount of \$71,900

DISTRIBUTION:

None.

ATTACHMENTS:

1. Resolution

DATE PREPARED:

November 25, 2013

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013-_____

ADOPT RESOLUTION AUTHORIZING THE PURCHASE OF CABLE TELEVISION INTERNET CACHING EQUIPMENT IN THE AMOUNT OF \$71,900

WHEREAS, the Cable Television Department currently serves over 5,900 subscribers with Internet service; and

WHEREAS, the Cable Department purchase of a similar unit two years ago has met expectations and is at capacity and the addition of a new unit will further reduce Internet traffic on the three routes to the Internet, and

WHEREAS, the Cable Department is experiencing a substantial increase in bandwidth usage over the past two years due to growth in over the Internet video services such as Netflix, Roku, Hulu and other similar service providers; and

WHEREAS, the Cable Department is seeking to cost effectively and simultaneously meet the increasing demand for bandwidth and deliver faster increase Internet performance for Internet customers; and

WHEREAS, the Cable Department has identified a network appliance that recaptures bandwidth and improves customer experience; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of San Bruno is authorizing the Purchase of Cable Television Internet Caching Equipment in the amount of \$71,900.

--oOo--

I hereby certify that foregoing Resolution No. 2013-_____ was introduced and adopted by the San Bruno City Council at a regular meeting on December 10, 2013 by the following vote:

AYES:

NOES:

ABSENT:

CAROL BONNER, CITY CLERK



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: December 10, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Marc Zafferano, City Attorney

SUBJECT: Adopt Resolution Authorizing the City Manager and the City Attorney to Execute Escrow Documents to Complete the Sale of 105 Cabrillo Way by the City of San Bruno

BACKGROUND:

Over the past several months, the City has been negotiating with various potential buyers of property located at 105 Cabrillo Way. The City had acquired the property in May 2008 and had rented it from August 2008 through March 2013. Consistent with prior direction from the City Council in closed session, the parties have now agreed on a purchase price of \$620,000 with the buyers.

To complete the transaction, the City Manager and City Attorney must sign escrow instructions and other documents for which a City Council resolution is required.

DISCUSSION:

When a city sells real property, the City Manager and City Attorney will need to sign various documents as part of the escrow. These authorizations must be memorialized by a City Council resolution so the title company can pass clear title to the buyers.

Staff has reviewed all of the escrow documents and title reports and they are in order. There are no existing liens or encumbrances on the property. The escrow is scheduled to close by December 13.

FISCAL IMPACT:

The will receive a total of \$620,000 from the sale of the property, less closing costs, which will be returned to the General Fund.

RECOMMENDATION:

Adopt resolution authorizing the City Manager and the City Attorney to execute escrow documents to complete the sale of 105 Cabrillo Ave. by the City of San Bruno.

7.6

ALTERNATIVES:

1. Request additional information from staff before adopting the resolution.

ATTACHMENTS:

1. Resolution

DISTRIBUTION:

None.

REVIEWED BY:

_____ DH

_____ CM

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY
TO EXECUTE ESCROW DOCUMENTS TO COMPLETE THE SALE OF
105 CABRILLO WAY BY THE CITY OF SAN BRUNO**

WHEREAS, the City of San Bruno wishes to sell the real property located at 105 Cabrillo Way (APN 020-352-080); and

WHEREAS, to complete the transaction, the City Manager and the City Attorney are required to execute various documents, including escrow instructions and other title documents;

NOW, THEREFORE, BE IT RESOLVED that the City Council of San Bruno hereby authorizes the City Manager and City Attorney to execute all documents necessary and appropriate, including escrow instructions and title documents to complete the purchase of said property by the City.

---oOo---

I hereby certify that foregoing **Resolution No.** _____
was introduced and adopted by the
San Bruno City Council at a regular meeting
on December 10, 2013, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Carol Bonner, City Clerk



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: December 10, 2013

TO: Honorable Mayor and City Council

FROM: Kerry Burns, Interim Community Services Director
John Alita, Assistant Community Services Director

SUBJECT: Adopt Resolution Authorizing Submittal of a Grant Application to the Pacific Library Partnership in the Amount of \$11,000 for Library Local History Programming

BACKGROUND:

The Pacific Library Partnership (PLP) is a regional Joint Powers Authority, of which San Bruno is a member. At its October 31, 2013 meeting, the PLP Executive Committee approved an allocation of \$150,000 to be used to fund an Innovation and Technology Opportunity Grant Program. Funds are available for implementation of an idea, program or vision that provides a new service model or brings a fresh idea or interpretation to an existing model of library service. Each grant application may not exceed \$15,000. Staff is seeking City Council approval to apply for \$11,000 in grant funds to create an interactive timeline of San Bruno history, record oral histories from local resident and offer programming for adults and children that is focused on local history topics.

DISCUSSION:

Library staff has always been active in preserving historical materials. Several years ago, the historical photograph collection was digitized and made available on the Internet using grant funds. Staff has also digitized historical newspapers from microfilm and maintains a permanent electronic archive of the San Bruno Herald. With increased focus on San Bruno's history in the coming year, the proposed grant project seeks to create original content about our community as it prepares to celebrate 100 years of incorporation. The project has three components: a digital multimedia timeline of City history, an oral history project documenting the lives of both long-term residents and recent arrivals, and a series of programs for adults and children that will bring the City's history to life and illustrate its relevance for a contemporary audience.

The timeline will use image, audio and video files to illustrate important moments in San Bruno's history. Users will be able to navigate the site to see, hear and listen to key events. The second component is an initiative to collect the stories of long-term residents and newer arrivals to San Bruno and to produce them in a digital format using

7.9.

the StoryCorps model featured on National Public Radio. Staff will work with San Bruno Cable to conduct the interviews and to make them digitally available. The final component is a series of programs with a local history focus. Examples of program topics include: A lecture on the history of the Tanforan Racetrack, a children's craft program focusing on children's lives in early 20th century California, and a "scanning day" at the San Bruno Senior Center for residents to bring in historical photos and add them to the Library's digital collection.

FISCAL IMPACT:

There is no fiscal impact in approving the grant application. Should a grant be awarded, staff will return to the City Council for acceptance of the funds and budget. If no grant is awarded, staff will implement a scaled down version of the project.

ALTERNATIVES:

1. Do not approve the grant application.
2. Direct staff to use existing resources and implement a scaled down version of the proposed project.

RECOMMENDATION:

Adopt Resolution Authorizing Submittal of a Grant Application to the Pacific Library Partnership in the amount of \$11,000 for Library Local History Programming.

DISTRIBUTION:

ATTACHMENTS:

1. Resolution

DATE PREPARED:

December 4, 2013

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 –

AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE PACIFIC LIBRARY PARTNERSHIP IN THE AMOUNT OF \$11,000 FOR LIBRARY LOCAL HISTORY PROGRAMS

WHEREAS, The Pacific Library Partnership has announced a Technology and Innovation Grant Program open to all member libraries; and

WHEREAS, The San Bruno Public Library is actively engaged in preserving and promoting the history of the City of San Bruno; and

WHEREAS, The Centennial of the City of San Bruno provides an opportunity to educate residents about the City's history;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of San Bruno that authorization is hereby granted for the submission of a grant application to the Pacific Library Partnership in the amount of \$11,000 for Library local history programs.

---oOo---

I hereby certify that foregoing **Resolution No.** _____
was introduced and adopted by the
San Bruno City Council at a regular meeting
on December 10, 2013, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Carol Bonner, City Clerk



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: December 10, 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 Multi-Year Contract with Flowers Electric and Service Co., Inc. for Street Light Maintenance and Repair Services in an Amount not to Exceed \$60,000 for Fiscal Year 2013-14

BACKGROUND:

The City owns, operates and maintains approximately 2,000 street lights. Like most cities in the area, the City of San Bruno contracts with a private company for annual street light maintenance and repair services. Current street light maintenance activities include repair, replacement, and adjustment of the light poles, pipe arms, foundations, heads, and related parts and materials, electrical work, painting of street light poles, and emergency response as needed. According to the contract between the City and the company, the contractor must be available twenty-four hours a day, seven days a week and have a facility within twenty miles of the City of San Bruno. The current maintenance contract expires December 31, 2013.

DISCUSSION:

In compliance with the State Contract Code and the City's purchasing regulations, in November 2013, a Request for Proposals was issued, posted on the City's website, and advertised in the *San Mateo Daily Journal* newspaper. The City received a total of two (2) proposals, one of which is the City's current contractor, Flowers Electric and Service Co., Inc.

To determine the contract award, the City rated the submitted proposals based on cost, qualifications, references, location proximity and ability to implement maintenance as requested. After reviewing the proposals and checking references, Flowers Electric and Service Co., Inc., located in South San Francisco, submitted a responsive proposal, demonstrated they meet all of the maintenance and response requirements outlined in the Request for Proposals, will provide and maintain the existing level of service, and at the lowest cost to the City. Flowers Electric and Service Co., Inc. has extensive experience providing street light maintenance and electrical repair services for both private and public organizations including the City of South San Francisco. Flowers Electric and Service Co., Inc. currently provides street light maintenance services to the City of San Bruno and has done so since December 2007. The City is pleased with their responsiveness and their consistent quality of work.

This contract has a total possible term of five (5) years, extending through June 30, 2018, and can be terminated by the City at any time. Under terms of the contract, in general the City reimburses the private contractor for labor and equipment only. Major parts, including street light poles and pole arms are supplied by the City.

T.h.

FISCAL IMPACT:

The contract amount of \$60,000 for services provided through June 30, 2014 will be funded by the 2013-14 Streets Maintenance, Street Light and Traffic Signals Operating budget. The Council approved \$85,500 for Street Light Maintenance in the FY 2013-14 Operating Budget, and approximately \$25,500 has been spent to date, with approximately \$60,000 remaining. This contract has a total possible term of four and one half years, extending through June 30, 2018, and can be terminated by the City at any time. The first term of this contract covers the remaining months of FY 2013-14. The anticipated 2014-15 contract amount is anticipated to be \$85,500, for a possible accumulated 5-year contract total of \$402,000, dependent on the approved budget by the City Council for each given year.

ALTERNATIVES:

1. Do not authorize the contract award and re-advertise the work.

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute a multi-year contract with Flowers Electric and Service Co., Inc. for Street Light Maintenance and Repair Services in an amount not to exceed \$60,000 for Fiscal Year 2013-14.

ATTACHMENTS:

1. Resolution

DISTRIBUTION:

None

DATE PREPARED:

November 26, 2013

RESOLUTION NO. 2013- _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A MULTI-YEAR CONTRACT WITH FLOWERS ELECTRIC AND SERVICE CO., INC.
FOR STREET LIGHT MAINTENANCE AND REPAIR SERVICES
IN AN AMOUNT NOT TO EXCEED \$60,000 FOR FISCAL YEAR 2013-14**

WHEREAS, the City of San Bruno desires to utilize the services of a well-qualified contractor to assist the City with annual street light maintenance and repair services for the City's approximately 2,000 street lights; and

WHEREAS, services include, but not limited to repair, replacement, and adjustment of the light poles, pipe arms, foundations, heads, and related parts and materials, electrical work, painting of street light poles, and emergency response as needed. The Contractor must also be available 24-hours a day, 7 days a week, with a facility within 20 miles of the City of San Bruno; and

WHEREAS, the City issued a Request for Proposals to provide street light maintenance and repair services and evaluated the proposals based on technical expertise and fairness of costs; and

WHEREAS, the City selected Flowers Electric and Service Co., Inc. as the most qualified to perform annual street light maintenance and repair services of the City's approximately 2,000 street lights; and

WHEREAS, Flowers Electric and Service Co., Inc. is a professional electrical repair and service company with extensive experience in maintenance for both private companies and public agencies; and

WHEREAS, the contract will be funded from the Streets Maintenance, Street Light and Traffic Signals Operations and Maintenance budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute a multi-year contract with Flowers Electric and Service Co., Inc. for street light maintenance and repair services in an amount not to exceed \$60,000 for fiscal year 2013-14.

Dated: December 10, 2013

ATTEST:

Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 10th day of December 2013 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers _____

ABSENT: Councilmembers: _____



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: December 10, 2013

TO: Honorable Mayor and City Council Members

FROM: Mark Ladas, Fire Chief

SUBJECT: Adopt Resolution Authorizing the City Manager to Execute an Amended Agreement between the City of San Bruno and Central County Fire Department for a Shared Employee in the position of Shop Services Mechanic.

BACKGROUND:

The City of San Bruno and Central County Fire Department entered into an agreement to share an employee in the position of Shop Services Mechanic in December 2011 for the position of Shop Services Mechanic. The agreement was established at the retirement of the former Central County Fire Mechanic in order to assure the continuation of Fire apparatus maintenance and repair services in the Central County Fire Department garage. The City of San Bruno employs Firefighter/Mechanics and was able to assign a person with the necessary skills to perform the Shop Services Mechanic services in the Central County Fire Department. As part of this arrangement, responsibility for maintenance and repair of San Bruno Fire apparatus was consolidated with the services performed through the Central County Fire Department.

The 2011 agreement has now expired and staff is recommending that the agreement be amended and continued for an additional period of time as discussed further below in this report.

DISCUSSION:

As part of the regular, on-going coordination among the City Managers in San Bruno, Millbrae, Burlingame and Hillsborough toward full consolidation of Fire services among the four cities, the City Managers and Fire Chief recently completed review of all of the shared service agreements among the cities. This review highlighted that there is not consistency among the agreements in the language concerning Indemnification and Workers Compensation. Specifically, under the terms of most of the shared employee agreements, including the agreement for the shared Fire Chief, responsibility for Workers Compensation liability for the shared employee remains solely with the employing agency. The previous agreement for Shop Services Mechanic called for Central County Fire to assume responsibility for Workers Compensation liability for the shared (San Bruno employee) Workers Compensation liability. Amendments to the Shop Services Mechanic agreement are proposed to make this agreement consistent with others that currently exist among the parties.

In addition to extending the term and making the change to the sections of the agreement described above, a few cleanup items are proposed as summarized below. The term of the agreement is proposed to continue until terminated. At this time Central County Fire

7.1.

Department is completing plans for a recruitment for this position to take effect on the retirement of the San Bruno employee currently filling the Shop Services Mechanic position. Therefore it is not anticipated that the City of San Bruno will continue to provide a shared employee in this assignment indefinitely.

Proposed agreement amendments:

- i. Section 1: Scope of Services – name of individual has been removed
- ii. Section 3: Term of Agreement – the language has been amended to remove term of one year
- iii. Section 7: Term of Withdrawal – the language has been amended to require a ninety notice for withdrawal
- iv. Section 8: Indemnification - as agreed by all parties this language matches language in the shared Fire Chief agreement and will be the same for all shared agreements
- v. Section 9: Insurance – section 9c has been amended to read San Bruno will provide Workers Compensation coverage.

The Central County Fire Department Board of Directors will have this item before them at the Regular Board Meeting on December 11, 2013. Attorneys for all parties have reviewed the amended agreement.

FISCAL IMPACT:

There is no change in the fiscal impact of this agreement from the previous agreement. The City of San Bruno will receive \$43,652 per quarter; \$174,608 annually for employee costs

ALTERNATIVES:

1. Decline to participate in a shared employee agreement

RECOMMENDATION:

Adopt Resolution Authorizing City Manager to Execute an Amended Agreement between the City of San Bruno and Central County Fire Department for a Shared Employee for the position of Shop Services Mechanic.

DISTRIBUTION:

None

ATTACHMENTS:

1. Resolution
2. Amended Shared Employee Agreement Between the City of San Bruno and Central County Fire Department

DATE PREPARED: November 27, 2013

RESOLUTION NO. 2013-

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY OF SAN BRUNO AND CENTRAL COUNTY FIRE DEPARTMENT FOR A SHARED EMPLOYEE FOR THE POSITION OF SHOP SERVICES MECHANIC

WHEREAS, in December 2011 the City of San Bruno entered into an Agreement, pursuant to which City of San Bruno employee provided mechanic services to Central County Fire Department; and

WHEREAS, the Agreement has now expired; and

WHEREAS, the Parties wish to again contract for the provision of mechanic services; and

WHEREAS, the parties are entering into this Agreement as authorized pursuant to California Government Code sections 6502, 6504(d) and 54980, et esq.

WHEREAS, doing so will continue to allow for continued savings in personnel costs; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of San Bruno approves the amendment to the current agreement between the City of San Bruno and the Central County Fire Department for a Shared Employee; and authorizes the City Manager to execute the agreement.

—oOo—

I hereby certify the foregoing Resolution No. _____ was introduced and adopted by the San Bruno City Council at a regular meeting on December 10, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Carol Bonner, City Clerk

**AGREEMENT FOR SHARED EMPLOYEE BETWEEN THE CITY OF SAN BRUNO
AND CENTRAL COUNTY FIRE DEPARTMENT**

This Amended Agreement ("Agreement") is entered into as of _____, 2013, by and between the City of San Bruno, a municipal corporation ("SAN BRUNO"), and the Central County Fire Department, a joint powers authority ("DEPARTMENT"). SAN BRUNO and DEPARTMENT shall be collectively referred to as the Parties.

RECITALS

WHEREAS, SAN BRUNO and DEPARTMENT entered into an Agreement on December 13, 2011, pursuant to which SAN BRUNO's employee provided mechanic services to DEPARTMENT; and

WHEREAS, the Agreement has now expired; and

WHEREAS, the Parties wish to again contract for the provision of mechanic services; and

WHEREAS, the parties are entering into this Agreement as authorized pursuant to California Government Code sections 6502, 6504(d) and 54980, et seq.

Now therefore, the Parties agree as follows:

1. Scope of Services. The position identified below ("Shop Services Mechanic") shall be subject to this Agreement and an employee in this position shall deliver the services more particularly described below:

(a) Shop Services Mechanic.

(1) For forty (40) hours per week, the Shop Services Mechanic will provide maintenance and repairs to fire apparatus and fleet vehicles through the Shop Services of the DEPARTMENT.

(2) The Fire Chief of DEPARTMENT will provide overall supervision of the Shop Services Mechanic while he/she is providing services called for by this Agreement.

2. Regulations and Policies. The Parties will provide the Shop Services Mechanic with all necessary regulations, policies, procedures, manuals, and other information, as well as incidental materials and supplies, work area, computer access, telephone, and other standard provisions as required to perform the services called for by this Agreement. All such documents, notes, photographs, supplies, and reports will remain the property of the Parties.

3. Term of the Agreement. The term of this Agreement shall commence on _____, and continue until terminated pursuant to Section 7 below.

4. Employment of Personnel. The Shop Services Mechanic shall not be deemed a DEPARTMENT employee for any purpose. SAN BRUNO shall be solely responsible for all salary, benefits, workers' compensation, and insurance for the Shop Services Mechanic, and the Shop Services Mechanic shall be considered an employee of SAN BRUNO for all supervisory, disciplinary and other employment related purposes.

5. Litigation Support. SAN BRUNO will make the Shop Services Mechanic available to testify in any litigation or administrative proceeding brought regarding work performed under this Agreement. Should DEPARTMENT request that the Shop Services Mechanic testify in any litigation or administrative hearing following the termination of this Agreement, DEPARTMENT shall compensate SAN BRUNO for its costs and expenses for his preparing for, traveling to, and testifying in such matters at the Shop Services Mechanic's then current hourly rate of compensation, unless such litigation or administrative matter is brought by SAN BRUNO or is based solely on allegations of SAN BRUNO's negligent performance or wrongdoing.

6. Payment. SAN BRUNO shall be compensated for providing services pursuant to this Agreement as follows:

(a) DEPARTMENT shall pay SAN BRUNO quarterly in the amount of \$43,652.00.

(b) Payment shall be made quarterly in arrears within 30 days of billings for services provided pursuant to this Agreement.

(c) In the event of termination by either Party, payment shall be made for the services performed as of the date of termination, to the extent any payment is due and owing pursuant to this Section.

(d) Notwithstanding any other provision of this section, DEPARTMENT shall only be charged and required to pay for the ordinary compensation, benefits, and expenses required to pay its Shop Services Mechanic while he is providing services under this Agreement. DEPARTMENT shall not be required to pay any portion of any one time payouts to the Shop Services Mechanic to compensate him for benefits accumulated before he began serving as Shop Services Mechanic pursuant to this Agreement.

7. Termination or Withdrawal. At any time and without cause, either Party may terminate in whole or any part, its participation in this Agreement by giving ninety (90) days written notice to the other Party prior to the termination date.

8. Indemnification.

(a) When the Shop Services Mechanic is performing services for DEPARTMENT, DEPARTMENT is responsible for the costs of defense and any liability arising out of those services. In the event of a dispute as to whether applicable law requires DEPARTMENT to provide indemnity and a defense to the Shop Services Mechanic, such

dispute shall be resolved between DEPARTMENT and the Shop Services Mechanic and DEPARTMENT, but notwithstanding that dispute, DEPARTMENT shall indemnify and defend SAN BRUNO.

(b) When the Shop Services Mechanic is performing services, SAN BRUNO is responsible for the costs of defense and any liability arising out of those services. In the event of a dispute as to whether applicable law requires SAN BRUNO to provide indemnity and a defense to the Shop Services Mechanic, such dispute shall be resolved between SAN BRUNO and the Shop Services Mechanic, but notwithstanding that dispute, SAN BRUNO shall indemnify and defend DEPARTMENT.

(c) The Parties waive the pro rata risk allocation contained in Government Code section 895.6.

9. Insurance. Each Party shall provide and maintain either insurance in the form and amounts prescribed below or a statement that the Party is self-insured up to the amounts specified below:

(a) Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(b) Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

(c) Workers Compensation in at least the minimum statutory limits. With respect to Workers Compensation coverage, SAN BRUNO will provide Workers Compensation coverage for any injuries sustained in the normal course and scope of the Shop Services Mechanic Employee's performance of services.

(d) General provisions for all insurance. All insurance shall:

(1) Include the other party, its elected and appointed officials, employees, and agents, as additional insureds, except errors and omissions, with respect to this Agreement and the performance of services in this Agreement. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.

(2) Be primary with respect to any insurance or self-insurance programs of that party, its elected and appointed officials, employees, and agents.

(3) Be evidence, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance.

(4) No changes in insurance may be made without the written approval of both Parties' attorneys.

10. Mediation. Should any dispute arise out of this Agreement, either Party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the Parties; in the absence of an agreement, the Parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process . The cost of mediation shall be borne equally by the Parties. Neither Party shall be deemed the prevailing party. Neither Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall not last more than 60 days, unless the 60 day period is extended in writing by the Parties.

11. Costs and Attorney Fees. Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5,000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5,000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither Party shall have to pay the other more than \$5,000 for attorney fees arising out of an action, or actions, to enforce the provisions of this Agreement.

12. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

13. Not a Joint Venture or Joint Powers Authority. The Parties intend by this Agreement to establish only an Agreement for contract Shop Services Mechanic services, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise of any kind.

14. No Third Party Beneficiary. This Agreement is only for the benefit of the Parties as corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

15. Notices. All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

To DEPARTMENT:

Central County Fire Department
1399 Rollins Road
Burlingame, CA 94010
Attention: Fire Chief

To SAN BRUNO:

SAN BRUNO City Manager
567 El Camino Real
San Bruno, CA 94066
Attention: City Manager

16. Waiver. No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either Party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

17. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by both Parties.

18. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of California.

19. Venue. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.

20. Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

21. Entire Agreement. This Agreement constitutes the complete and exclusive Statement of the Agreement between the Parties. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each Party to be bound, shall be binding on any of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated on page one (1).

City of San Bruno,
A municipal corporation of the State of
California

Central County Fire Department,
A Joint Powers Authority

By: _____
Connie Jackson, City Manager

By: _____
Randy Schwartz, Chief Administrative Officer

ATTEST:

ATTEST:

By: _____
Carol Bonner, City Clerk

By: _____
Rubina Ellam, Secretary to the Board

Approved as to Form:

By: _____
Marc L. Zafferano, City Attorney

Approved as to Form:

By: _____
Jean B. Savaree, Department General Counsel



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: December 10, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Connie Jackson, City Manager

SUBJECT: Receive Report and Confirm Appointment of City Councilmembers to City Council Subcommittees and as Liaison to City Citizen Advisory Committees, Commissions and Boards

BACKGROUND:

As part of the annual reorganization of the City Council, each year the City Council confirms assignment of each City Councilmember to serve as a City Council liaison to the City's citizen advisory Boards, Commissions and Committees. The purpose of the City Council liaison is to support coordination between the citizen advisory bodies and the City Council in the establishment and implementation of City Council policy. The attached schedule of assignments continues the annual rotation originally established by the City Council in 2006.

City Councilmembers are also assigned to represent the City on several regional agency boards and committees and to serve on a variety of City Council subcommittees. These assignments are typically reviewed following each bi-annual City Council election. A list of the recent City Councilmember assignments is attached to this report.

DISCUSSION:

In order to support a variety of City Council policy issues and to provide review and recommendations on issues that will be presented to the City Council for action, the City Council has used subcommittees consisting of two Councilmembers each. These ad hoc City Council subcommittees meet on an as needed, and in most cases, infrequent basis. Examples of topics considered through City Council ad-hoc subcommittees over the past year include:

- Grade Separation
- Development Project Coordination
- San Bruno Park School District Coordination
- Fire Shared Services

Under State law (the Brown Act), the City Council may establish subcommittees consisting of less than a quorum of the full Council to review and discuss City business in two ways. (1) A temporary advisory committee, or "ad hoc" committee may be established to serve a limited or single purpose. A temporary advisory committee may meet more than one time, but it is expected to be dissolved once the specific task is completed. Such a committee is not subject to the Brown Act's requirements for public notice and the opportunity for public participation. (2)

Z.J.

A subcommittee which is assigned a continuing subject matter jurisdiction is considered by the Brown Act to be a "standing committee". The Brown Act's requirements for public notice of meetings and the opportunity for public participation apply to standing committees even if the subcommittee is comprised of less than a quorum of the full City Council.

The City Council has previously established four Standing Subcommittees on the following topics and with the following Councilmember assignments:

Climate Change/Sustainability: O'Connell/Ruane
Utilities: O'Connell/Salazar
Surface Infrastructure: Ibarra/Medina
Cable: O'Connell/Ruane

Staff is recommending that the City Council review and confirm the rotational liaison assignment list. Additionally, staff recommends that the City Council consider any additional topics that the City Council may wish to establish as a standing committee. In order to assist with the continuing need for periodic involvement of a City Council subcommittee on various topics, staff recommends that the City Council also continue the City's long-standing practice of the Mayor's appointment of two Councilmembers to ad-hoc subcommittees as needed throughout the year.

FISCAL IMPACT:

There is no direct or anticipated fiscal impact of the proposed action to confirm City Councilmember liaison and subcommittee assignments

RECOMMENDATION:

Receive report and confirm appointment of City Councilmembers to City Council Subcommittees and as Liaison to City Citizen Advisory Committees, Commissions and Boards

ALTERNATIVES:

1. Do not continue the standing subcommittees or liaison process.
2. Make changes to the City Councilmember Liaison assignments as presented for 2014-2017

ATTACHMENTS:

1. City Councilmember Liaison Assignments 2014-2017
2. Regional Agency Assignments

DISTRIBUTION:

None



CITY ROSTER

Last Updated 12-04-13

COUNCIL STANDING COMMITTEES

- * **Climate Change/Sustainability:** O'Connell/Ruane
- * **Surface Infrastructure:** Ibarra/Medina
- * **Utilities:** O'Connell/Salazar
- * **Cable:** Ruane/O'Connell

2013 – 14 COUNTY & REGIONAL AGENCIES

- **Advanced Life Support** – Joint Powers Board (ALS) (County 599-1420) – Meet as scheduled
Representative: Councilmember O'Connell
- **Airport Community Roundtable** (County/Dave Carbone 821-3571) – Meet 1st Wednesday of the month
Representative: Councilmember Ibarra **Alternate:** Vice Mayor Medina
- **Airport Land Use Committee** (ALUC) (County/Dave Carbone 821-3571) – Meet 2nd Thursday of the month
Representative: Councilmember Ibarra **Alternate:** Vice Mayor Medina
- **Association of Bay Area Governments** (ABAG) (Regional) – Meet as scheduled
Representative: Vice Mayor Medina **Alternate:** Mayor Ruane
- **Bay Area Water Supply and Conservation Agency** (BAWSCA) (Regional) – Meet Quarterly
Representative: Councilmember O'Connell **Alternate:** None
- **City/County Association of Governments** (CCAG) (County 599-1420) – Meet 2nd Thursday of the month
Representative: Councilmember O'Connell **Alternate:** Mayor Ruane
- **City/County Association of Governments** (CCAG) (County 599-1420) Bicycle and Pedestrian Committee – Meets 6 times per year - **Representative:** Councilmember Ibarra
- **Colma Creek Flood Control District** (Regional) - Meet as scheduled (Citizen Representative)
Representative: Councilmember O'Connell
- **Grand Boulevard Initiative Task Force** – Meets Quarterly - **Representative:** Councilmember Ibarra
- **League of California Cities/Peninsula Division** (Regional) – Meet as scheduled
Representative: Councilmember O'Connell
- **San Mateo County Mosquito Abatement District** – (Regional) Meet as scheduled (Citizen Representative)
Representative: Robert Riechel
- **Peninsula Traffic Congestion Relief Alliance** (Angela Rae, 588-8170, 1150 Bayhill, #107, S.B.) - Meet monthly
Representative: Mayor Ruane **Alternate:** Vice Mayor Medina
- **San Mateo County Council of Cities** – Meet the 4th Friday of the month
Representative: Councilmember O'Connell **Alternate:** Councilmember Ibarra

2013 – 14 COUNTY & REGIONAL AGENCIES (Continued)

- **San Mateo County Operational Area Emergency Services Council** (Lt. John Quinlan 363-4955) – Meet quarterly
Representative: Vice Mayor Medina **Alternate:** Councilmember Ibarra
- **Sustainable Communities Strategy/RHNA Policy Advisory Committee:** Councilmember O'Connell
- **System Advisory Board/Peninsula Library System** (Citizen Rep.) – Meet quarterly
Representative: Monica Ocon

CITY COUNCIL APPOINTED CITIZEN ADVISORY COMMITTEES

City Council Liaison

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Planning Commission	Medina	Salazar	Ibarra	Ruane
Parks and Recreation Commission	O'Connell	Medina	Salazar	Ibarra
Senior Citizens Advisory Board	" " " "	" " " "	" " " "	" " " "
Culture and Arts Commission	Ruane	O'Connell	Medina	Salazar
Personnel Board	" " " "	" " " "	" " " "	" " " "
Citizens Crime Prevention Committee	Ibarra	Ruane	O'Connell	Medina
Community Preparedness Committee	" " " "	" " " "	" " " "	" " " "
Traffic, Safety & Parking Committee	Salazar	Ibarra	Ruane	O'Connell
Bicycle & Pedestrian Advisory Committee	" " " "	" " " "	" " " "	" " " "

-- Rotations Occur in December Each Year --



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: December 10, 2013
TO: Honorable Mayor and City Council Members
FROM: Harry Burrowes, Project Manager – Crestmoor Reconstruction Project
SUBJECT: Adopt Resolution Authorizing the City Manager to Negotiate a Development Agreement with Castle Companies to Construct New Homes on the Ten Lots Owned by the City of San Bruno and PG&E in the Crestmoor Neighborhood

BACKGROUND

There are currently ten vacant lots in the Crestmoor neighborhood that are available for reconstruction of homes in the aftermath of the September 9, 2010 PG&E gas pipeline explosion. PG&E owns seven of these lots and the City owns three. Additionally, the City owns two other lots that are envisioned to be used for public park/open space purposes. It is the desire of the City and the residents of the community to see the timely construction of new homes on these ten lots. The goal of the Crestmoor Neighborhood Reconstruction project is to complete the repair and replacement of the infrastructure concurrent with the reconstruction of these homes to minimize the overall disruption to the residents.

On April 9, 2013, the City Council directed the City Manager to negotiate an agreement with PG&E to package the seven PG&E owned and the three City owned lots together in a Request for Proposals (RFP) to solicit interest from qualified homebuilders to develop the properties. A copy of the April 9, 2013 Staff Report is attached. The City Council directed that one qualified homebuilder/developer be selected to build homes on all of the lots in order to streamline and expedite the development of the ten lots in a coordinated manner and not choose different entities to construct on one or several of the lots. The intent was to select a builder that possessed the necessary financial strength to complete all of the ten homes in a timely manner.

Subsequent to the April 9, 2013 meeting, the City and PG&E entered into an agreement authorizing the City to act as PG&E's agent in the disposition of their lots. On August 21, 2013, the City issued a Request for Proposals (RFP) and received six responses which staff has reviewed for identification of a recommendation for selection of a development team.

DISCUSSION

On August 21, 2013, the City issued a Request for Proposals (RFP) inviting qualified builders to submit packages for the development of ten vacant lots within the Crestmoor Neighborhood. The RFP specified 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.

10.6.

The City received a total of six proposals from both traditional merchant homebuilders as well as investor/builder groups. Staff performed a detailed thorough analysis of each proposal. Each proposer was evaluated by the selection criteria identified in the RFP. These criteria included; financial capability, operational capability and reliability, architecture/construction/design, direct experience with similar projects in scope and size, overall responsiveness to the RFP, and offer price.

A priority in the proposal review process was to identify a competent and reliable builder with the operational capability to construct multiple homes concurrently. The selected developer will need to have the financial capability to ensure that the job will be completed in its entirety and in a timely manner. It is also important to select a builder with direct experience in building homes within an existing neighborhood, through proper design and in consideration of surrounding property owners. And finally, Staff considered how each builder responded to requests for specific information within the RFP, as an indicator of how each would be engaged throughout this important design and construction process. Staff ranked the proposals as follows:

Ranking	Homebuilder/Developer	Offer Price
1	Castle Companies	\$ 4.15 million
1	DeNova Homes	\$ 3.30 million
2	Nuvera Homes	\$ 2.30 million
3	Dewey Land Company	\$ 2.00 million
4	Asia Pacific Groups	\$ 1.39 million
5	DR Horton	\$ 4.68 million

Of the six proposals submitted, DR Horton, was deemed unresponsive as they did not submit a complete proposal as explicitly required by the RFP, but only submitted a letter of interest. The primary concern, and thus lower ranking, for several of the proposers was that these entities did not demonstrate, as well as the others that they possess the operational and financial capabilities to fully ensure the entire project will be completed. Given the history of what the neighborhood has endured, staff concluded that such capabilities were one of the highest priorities.

Staff selected two builders for the final round of review: DeNova Homes and Castle Companies. Upon request, each provided additional information including:

- how the builders would design specifically for Crestmoor;
- additional details for architectural finishes, level of quality, etc. for interior and exterior, and;
- non-proprietary details on how land value and offer price was established, and anticipated sales prices.

Staff has reviewed the additional information submitted and both of the final builders appear well qualified in all aspects to construct the homes. The proposed average purchase price per lot are \$330,000/lot from Denova and \$415,000/lot from Castle. This is a difference in proposed purchase price of \$815,000 (\$81,500/lot) between the two builders. For comparison, the independent appraiser performed valuations on all of the ten lots and the average estimated appraised value of the lots is \$444,000.

Staff also asked the builders to suggest representative locations to tour other homes they have or are currently constructing and/or to provide detailed photos of interiors and finishes proposed for the Crestmoor homes. Staff has reviewed the additional materials and after factoring in all of

the various criteria, including purchase price, recommends that Castle Companies be selected as the builder for the Crestmoor lots.

Upon the selection of a homebuilder by the City Council, the next step will be the negotiation and execution of a Development Agreement (DA) between the City and builder. The DA will specify certain conditions of both the City and the builder including design requirements, plan review timing and process, financing/close of escrow terms, deposits, and other items. Once the DA is completed, design of the homes can commence with construction to follow by mid-2014.

It is anticipated that the schedule for the development of the lots can proceed as follows:

DA Negotiation/City Council Approval	January/February 2014
Conceptual Home Design	February 2014
Design & Review	May – June 2014
Home Construction	June 2014 – March 2015
Sales & Occupancy	December 2013 – May 2015

The developer/homebuilder will be subject to the payment of all current building and development fees in accordance with the City's standard fee schedule. These fees will not be waived as they have been for residents who have reconstructed their own homes.

FISCAL IMPACT

Proceeds from the City lots are envisioned to be deposited in the San Bruno Community Foundation account. PG&E has identified the intent that any funds the company receives in excess of the purchase price they paid shall be donated to charity such that the company will not profit from the sale of these lots.

Staff time and the services of any required outside professionals (legal, project management, 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

Adopt resolution authorizing the City Manager to negotiate a development agreement with Castle Companies to construct new homes on the ten lots owned by the City of San Bruno and PG&E in the Crestmoor Neighborhood

ALTERNATIVES

1. Select a different homebuilder/developer to construct the homes.
2. Select two (or more) homebuilder/developers to construct the homes. This will likely extend the rebuilding timeline.
3. Reject all proposals and direct staff to perform a new Request For Proposals (RFP) Process.

DISTRIBUTION

None

ATTACHMENTS:

1. Resolution
2. April 9, 2013 Staff Report

DATE PREPARED:

December 2, 2013

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 - ____

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH CASTLE COMPANIES TO CONSTRUCT NEW HOMES ON THE TEN LOTS OWNED BY THE CITY OF SAN BRUNO AND PG&E IN THE CRESTMOOR NEIGHBORHOOD

WHEREAS, the September 2010 PG&E gas pipeline explosion and fire completely destroyed 38 homes in the Crestmoor Neighborhood; and

WHEREAS, many of these homeowners chose to not reconstruct their homes and have reached settlement with PG&E that included purchase of their lots by PG&E; and

WHEREAS, five lots were transferred from PG&E to City ownership as part of the March 2012 Settlement Agreement to restitution to the San Bruno community to support recovery from the pipeline explosion incident; and

WHEREAS, two of the five City owned lots are envisioned for future park/public use leaving three available vacant lots for home construction; and

WHEREAS, PG&E currently owns seven vacant lots that are available for reconstruction; and

WHEREAS, per the direction from the City Council at its April 9, 2013 Regular City Council Meeting, an agreement was executed with PG&E that packaged the seven PG&E-owned and the three City-owned lots together in a Request for Proposals (RFP) to select a developer/homebuilder to reconstruct homes on these lots; and

WHEREAS, a Request for Proposals (RFP) was issued on August 21, 2013 and a total of six responses were received; and

WHEREAS, upon a thorough review process, Castle Companies has been identified as the best qualified builder to reconstruct homes on the vacant lots; and

WHEREAS, Castle Companies possesses the financial and operational capabilities to reconstruct homes on these ten vacant lots and is committed to immediately enter into negotiations on a development agreement and the timely construction of new homes; and

WHEREAS, Castle Companies has offered a purchase price of \$4,150,000 for all ten of the vacant lots; and

WHEREAS, proceeds from the sale of the City owned lots are envisioned to be deposited in the San Bruno Community Foundation Account and proceeds from the sale of PG&E's lots, in excess of their original purchase price, are to be donated to charity; and

WHEREAS, any City costs associated with the development of the ten vacant lots, that will not be covered by standard City building and development fees, will be paid by the Trust Fund established by the City and funded by PG&E for work to rebuild the Crestmoor Neighborhood; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to negotiate a development agreement with Castle Companies to construct

new homes on the ten lots owned by the City of San Bruno and PG&E in the Crestmoor Neighborhood.

Dated: December 10, 2013

ATTEST:

Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of September 2012 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers _____

ABSENT: Councilmembers: _____

Exhibit 1 – April 9, 2013 Staff Report



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

Exhibit 1 – April 9, 2013 Staff Report

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

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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

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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