



AGENDA

**SAN RAFAEL CITY COUNCIL - MONDAY, NOVEMBER 5, 2012
COUNCIL CHAMBERS, CITY HALL
1400 FIFTH AVENUE
SAN RAFAEL, CALIFORNIA**

7:00 PM

Members of the public may speak on Agenda items.

OPEN SESSION – COUNCIL CHAMBERS: - 6:30 PM

1. Mayor Phillips to announce Closed Session item.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM: - 6:30 PM

2. Closed Session:

- a) Conference with Real Property Negotiator - Government Code Section 54956.8
Property Address: San Rafael Yacht Club, 200 Yacht Club Drive, San Rafael
City Negotiators: Nancy Mackle, Stephanie Lovette, Katie Korzun
Negotiating Parties: City of San Rafael, San Rafael Yacht Club
Under Negotiation: Terms and Conditions

ORAL COMMUNICATIONS OF AN URGENCY NATURE – 7:00 PM

This portion of the meeting is reserved for persons desiring to address the City Council on urgency matters not on the agenda. Presentations are generally limited to TWO MINUTES. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the City Clerk before meeting.

CONSENT CALENDAR:

ALL MATTERS ON THE CONSENT CALENDAR ARE TO BE APPROVED BY ONE MOTION, UNLESS SEPARATE ACTION IS REQUIRED ON A PARTICULAR ITEM.

3. Consent Calendar Items:

- a. Investment Report for the Third Quarter Ending September 30, 2012 (Fin)
Recommended Action – Accept report
- b. Call for Applications to Fill One Unexpired Four-Year Term to the End of May 2014 and Two, Four-Year Terms to Expire End of October 2016 on the Park and Recreation Commission, Due to the Resignation of Fred Warneke, Appointment of Mark Lubamersky to the Planning Commission and the Expiration of Term of Jeff Jones (CC)
Recommended Action – Approve staff recommendation
- c. Call for Applications to Fill One Unexpired Four-Year Term to the End of April 2013 on the Board of Library Trustees Due to the Resignation of Patricia Zentner (CC)
Recommended Action – Approve staff recommendation
- d. Reappointments of Frederic Divine, Eric Holm and Rob Simon and Appointment of Gladys Gilliland to Fill Four, Two Year Terms on the San Rafael ADA Access Advisory Committee to expire the End of October 2014 (CC)
Recommended Action – Approve staff recommendation
- e. Resolution Authorizing the Public Works Director to enter into an agreement with DC Electrics for On-Call Electrical Maintenance Services (PW)
Recommended Action – Adopt Resolution

- f. Resolution Accepting a Proposal from Ghirardelli Associates, Inc. for Professional Services to Provide Project Administration and Inspection Services for the Citywide Street Resurfacing 2012 Project, Project No. 11203 and Authorizing the Public Works Director to Execute an Agreement in the Amount of \$100,000 (PW)
Recommended Action – Adopt Resolution
- g. Accept Completion of the Citywide Street Resurfacing 2012 Curb Ramps, City Project No. 11204, and Authorize the City Clerk to File the Notice of Completion (PW)
Recommended Action – Approve staff recommendation
- h. Report on Bid Opening and Resolution Awarding Contract for ADA-DOJ Curb Ramps 2012-2013 City Project, City Project No. 15006, to Coastside Concrete in Amount of \$189,866.25 (PW)
Recommended Action – Adopt Resolution

PRESENTATION:

- 4. Presentation by Patty Garbarino of Marin Sanitary Service and Jason Dow of the Central Marin Sanitation Agency on the Commercial Food Waste to Energy Program (CM)

CITY MANAGER'S REPORT:

- 5. City Manager's Report

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS: (including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

- 6. Councilmember Reports

SAN RAFAEL SUCCESSOR AGENCY:

- 7. Successor Agency Item - Consent Calendar
 - a. Investment Report for the Third Quarter Ending September 30, 2012 (Fin)
Recommended Action –Accept report
 - b. Resolution Approving a Request to the Marin County Board of Supervisors to Authorize a Temporary Transfer of Funds (Fin)
Recommended Action – Adopt Resolution

ADJOURNMENT

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection in the City Clerk's Office, Room 209, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting.

Sign Language interpreters and assistive listening devices may be requested by calling (415) 485-3198 (TDD) or (415) 485-3064 (voice) at least 72 hours in advance. Copies of documents are available in accessible formats upon request.

Public transportation is available through Golden Gate Transit, Line 22 or 23. Paratransit is available by calling Whistlestop Wheels at (415) 454-0964. To allow individuals with environmental illness or multiple chemical sensitivity to attend the meeting/hearing, individuals are requested to refrain from wearing scented products.

CITY OF



San Rafael

Agenda Item No: 3.a

Meeting Date: November 5, 2012

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: FINANCE

Prepared by: Van Bach *VB*
Accounting Supervisor

City Manager Approval: *MMschle*

SUBJECT: INVESTMENT REPORT FOR THE THIRD QUARTER 2012

RECOMMENDATION: ACCEPT INVESTMENT REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2012, AS PRESENTED

BACKGROUND:

Pursuant to the State of California Government Code Section 53601, the City's investment policy, last reviewed and approved by Council on June 4, 2012, requires staff to provide the governing body a report on the City's investment activities. The report outlines the investment activity for the preceding quarter. Included on the report are the cost of each investment, the interest rates (yield), maturity dates, and market value. Separate schedules are prepared for both the City and the Successor Agency to San Rafael Redevelopment Agency.

On August 30, 2012 The City issued the Point San Pedro Road Median Landscaping Assessment District Limited Obligation Bonds in the amount of \$1,750,000. The City purchased the bonds for its investment portfolio and interest will be allocated to the General Fund. The 2012 Bonds pay 5.25% in interest and are amortized over a 20 year period (final maturity September 2, 2032).

The City's remaining pooled funds that are not used for current operations are invested exclusively in the Local Agency Investment Fund (LAIF), a State-run investment pool. As long as funds are invested in LAIF, a quarterly report will be submitted to Council with balances and investment earnings. In addition, staff will report any changes of more than 15% of the City's investment portfolio within 30 days of such change.

Exhibit A is the monthly report provided by LAIF and details the most recent transactions. Interest is posted quarterly in the month that follows the quarter-end.

ANALYSIS:

For September, the LAIF account had a balance of \$30,996,564. Portfolio returns on LAIF dollars are approximately 0.38 percent for September 2012. The City's West America account had a balance of \$2,565,826 at quarter end.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

FISCAL IMPACT:

No financial impact occurs by adopting the report. The City continues to meet the priority principles of investing - safety, liquidity and yield in respective order. The portfolio remains conservatively invested. Sufficient liquidity exists to meet daily operating and capital project requirements for the next six months. Operating funds, as defined for this report, exclude cash held with fiscal agents for the payment of bond principal and interest.

OPTIONS/ACTION REQUIRED:

The City Council should adopt the report as presented in order to satisfy current State Investment Code requirements and City policy.

TREASURER'S CERTIFICATION

I CERTIFY THAT ALL INVESTMENTS MADE ARE IN CONFORMANCE WITH THE CITY'S APPROVED INVESTMENT POLICY AND STATE INVESTMENT REGULATIONS. THE CITY HAS SUFFICIENT LIQUIDITY TO MEET ALL OF THE OBLIGATIONS REQUIRED DURING THE NEXT SIX-MONTH PERIOD.



MARK MOSES
INTERIM FINANCE DIRECTOR

CITY OF SAN RAFAEL

CASH and INVESTMENTS

9/30/12

ISSUER	TYPE	PURCHASE DATE	MATURITY DATE	YIELD ⁵	PURCHASE PRICE	PAR VALUE	MARKET VALUE ¹	Days to Maturity	% OF TOTAL ⁴
<u>GOVERNMENT AGENCY ISSUES:</u>									
					-	-	-		0.00%
Total Custodial Investments					-	-	-		0
<u>MANAGED POOL ACCOUNTS:</u>									
STATE POOL *	SP	OPEN	OPEN	0.38	\$ 30,966,564.48	\$ 30,966,564.48	\$ 30,966,564.48	1	
<u>GENERAL FUND INVESTMENT:</u>									
POINT SAN PEDRO ASSESSMENT DISTR.	GA	8/30/2012	9/2/1932	5.25	\$ 1,750,000.00	\$ 1,750,000.00	\$ 1,750,000.00	7300	
				³	\$ 32,716,564.48	\$ 32,716,564.48	\$ 32,716,564.48		92.73%
TOTAL INVESTMENTS					³	32,716,564.48	32,716,564.48	32,716,564.48	
<u>CASH ACCOUNTS:</u>									
WESTAMERICA	DD	N/A	N/A		\$ 2,565,826.00	\$ 2,565,826.00	\$ 2,565,826.00	1	7.27%
TOTAL CASH & INVESTMENTS						\$ 35,282,390.48	\$ 35,282,390.48	\$ 35,282,390.48	100.00%

% Portfolio held 1 year or less

100%

<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years or more</u>
\$ 33,532,390	\$ -	\$ -	\$ -	\$ 1,750,000

¹ Source = safekeeping agent

² Weighted average days to maturity

³ Annualized yield to Market

⁴ based on PAR Value

⁵ Market Yield

TYPE:

BA = Bankers Acceptance

DD = Demand Deposit (Checking)

GA = Government Agency

NT = Medium Term Note

TN = US Treasury Note

GIC - Guaranteed Investment Contract

SP - State Pool - various instruments

CITY OF SAN RAFAEL

CASH and INVESTMENTS
8/31/12

ISSUER	PURCHASE TYPE	MATURITY DATE	YIELD ⁵	PURCHASE PRICE	PAR VALUE	MARKET VALUE ¹	Days to Maturity	% OF TOTAL ⁴
<u>GOVERNMENT AGENCY ISSUES:</u>								
				-	-	-		0.00%
Total Custodial Investments								
<u>MANAGED POOL ACCOUNTS:</u>								
STATE POOL *	SP	OPEN	OPEN	0.37	\$ 30,966,564.48	\$ 30,966,564.48	\$ 30,966,564.48	1
<u>GENERAL FUND INVESTMENT:</u>								
POINT SAN PEDRO ASSESSMENT DISTR.	GA	8/30/2012	9/2/1932	5.25	\$ 1,750,000.00	\$ 1,750,000.00	\$ 1,750,000.00	7300
				³	\$ 32,716,564.48	\$ 32,716,564.48	\$ 32,716,564.48	96.13%
TOTAL INVESTMENTS				³	32,716,564.48	32,716,564.48	32,716,564.48	
<u>CASH ACCOUNTS:</u>								
WESTAMERICA	DD	N/A	N/A		\$ 1,317,352.10	\$ 1,317,352.10	\$ 1,317,352.10	3.87%
TOTAL CASH & INVESTMENTS					\$ 34,033,916.58	\$ 34,033,916.58	\$ 34,033,916.58	100.00%

% Portfolio held 1 year or less

100%

	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years or more</u>
	\$ 32,283,917	\$ -	\$ -	\$ -	\$ 1,750,000

¹ Source = safekeeping agent
² Weighted average days to maturity
³ Annualized yield to Market
⁴ based on PAR Value
⁵ Market Yield

TYPE:
 BA = Bankers Acceptance
 DD = Demand Deposit (Checking)
 GA = Government Agency
 NT = Medium Term Note
 TN = US Treasury Note
 GIC - Guaranteed Investment Contract
 SP - State Pool - various instruments

CITY OF SAN RAFAEL

CASH and INVESTMENTS
7/31/12

ISSUER	PURCHASE TYPE	MATURITY DATE	YIELD ⁵	PURCHASE PRICE	PAR VALUE	MARKET VALUE ¹	Days to Maturity	% OF TOTAL ⁴
GOVERNMENT AGENCY ISSUES:								
				-	-	-		0.00%
Total Custodial Investments								
MANAGED POOL ACCOUNTS:								
STATE POOL *	SP	OPEN	OPEN	0.36	\$ 33,066,564.48	\$ 33,066,564.48	\$ 33,066,564.48	1
				³	\$ 33,066,564.48	\$ 33,066,564.48	\$ 33,066,564.48	78.81%
TOTAL INVESTMENTS				³	33,066,564.48	33,066,564.48	33,066,564.48	
CASH ACCOUNTS:								
WESTAMERICA	DD	N/A	N/A		\$ 8,892,176.82	\$ 8,892,176.82	\$ 8,892,176.82	1 21.19%
TOTAL CASH & INVESTMENTS					\$ 41,958,741.30	\$ 41,958,741.30	\$ 41,958,741.30	100.00%

% Portfolio held 1 year or less

100%

	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years or more</u>
	\$ 41,958,741	\$ -	\$ -	\$ -	\$ -

¹ Source = safekeeping agent
² Weighted average days to maturity
³ Annualized yield to Market
⁴ based on PAR Value
⁵ Market Yield

TYPE:
 BA = Bankers Acceptance
 DD = Demand Deposit (Checking)
 GA = Government Agency
 NT = Medium Term Note
 TN = US Treasury Note
 GIC - Guaranteed Investment Contract
 SP - State Pool - various instruments



San Rafael

Agenda Item No: 3.b

Meeting Date: November 5, 2012

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Esther C. Beirne *(Signature)*

City Manager Approval: *(Signature)*

File No: 9-2-4

SUBJECT: CALL FOR APPLICATIONS TO FILL ONE UNEXPIRED FOUR-YEAR TERM TO THE END OF MAY 2014 AND TWO, FOUR-YEAR TERMS TO EXPIRE END OF OCTOBER 2016 ON THE PARK AND RECREATION COMMISSION, DUE TO THE RESIGNATION OF FRED WARNECKE, APPOINTMENT OF MARK LUBAMERSKY TO THE PLANNING COMMISSION AND THE EXPIRATION OF TERM OF JEFF JONES. (CC)

RECOMMENDATION:

It is recommended that Council:

- a) Call for applications to fill one unexpired four-year term to the end of May 2014, and two, four-year terms to expire the end of October, 2016 on the San Rafael Park and Recreation Commission;
- b) Set deadline for receipt of applications for Tuesday, November 27, 2012 at 5:00 p.m. in the City Clerk's Office, Room 209, City Hall; and
- b) Set date for interviews of applicants at a Special City Council meeting to be held on Monday, December 17, 2012, at a time to be determined.

SUMMARY/BACKGROUND:

Commissioner Fred Warnecke, whose term expires end of May 2014, has recently resigned. He has served on the Park and Recreation Commission since 1993. The four-year term of Commissioner Mark Lubamersky, whose term was to expire at the end of October, 2012, was appointed by the San Rafael City Council to the San Rafael Planning Commission on October 18, 2012. The four-year term of Commissioner Jeff Jones also expired at the end of October, 2012.

ACTION: Approve staff recommendation.

Enclosures: Vacancy notice
Application
Excerpt from San Rafael Municipal Code
Ethics Training Information

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

THREE VACANCIES - CITY OF SAN RAFAEL

PARK & RECREATION COMMISSION

APPLICATIONS to serve on the PARK & RECREATION COMMISSION, City of San Rafael, for one unexpired 4-year term to the end of May 2014, and two, 4-year terms to the end of October, 2016, may be secured at the City Clerk's Office, City Hall, 1400 Fifth Avenue, Room 209, San Rafael or the City's website at <http://www.cityofsanrafael.org/cityclerk-boards/>. The deadline for filing applications is **Tuesday, November 27, 2012, at 5:00 P.M.** in the City Clerk's Office, Room 209.

There is no compensation paid to Park & Recreation Commissioners. Members must comply with the City's ethics training requirement of AB 1234. Please see attached information.

ONLY RESIDENTS OF THE CITY OF SAN RAFAEL MAY APPLY.

The PARK & RECREATION COMMISSION meets the 3rd Thursday of the month at 7:00 p.m. at the San Rafael Community Center.

Interviews of applicants will be held at a Special Meeting of the San Rafael City Council on Monday, December 17, 2012, at a time to be determined, to fill one unexpired four-year term to the end of May 2014 and two, four-year terms to the end of October 2016.

An excerpt from the San Rafael Municipal Code regarding Park & Recreation Commission membership, terms of commissioners, powers and duties, etc., is also attached.

NOTE: All Park & Recreation Commissioners are required to file Fair Political Practices Commission Conflict of Interest Statements, which are open to the public for review.

[Government Code Section 87200]

ESTHER C. BEIRNE

City Clerk

City of San Rafael

Dated: November 6, 2012

CITY OF SAN RAFAEL

APPLICATION TO SERVE AS MEMBER OF THE
PARK AND RECREATION COMMISSION

NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

RESIDENT OF THE CITY OF SAN RAFAEL FOR _____ YEARS

PRESENT POSITION: _____

NAME OF FIRM: _____

BUSINESS ADDRESS: _____

*HOME & BUSINESS PHONE: _____

*E-MAIL ADDRESS (optional): _____

EDUCATION: _____

PARTICIPATION IN THE FOLLOWING CIVIC ACTIVITIES: _____

MEMBER OF FOLLOWING CIVIC ORGANIZATIONS: _____

MY REASONS FOR WANTING TO SERVE ARE: _____

DATE: _____

SIGNATURE: _____

Filing Deadline:

Date: Tues., November 27, 2012
Time: 5:00 pm

Mail or deliver to:

City of San Rafael, City Hall, Dept. of City Clerk
1400 Fifth Avenue, Room 209, San Rafael, CA 94901

* Information kept confidential to the extent permitted by law

SAN RAFAEL MUNICIPAL CODE

Chapter 2.16 - BOARDS AND COMMISSIONS

2.16.020 - Park and Recreation Commission.*

A Park and Recreation Commission is created. (Ord. 889 § 4, 1967: Ord. 511)

* Park Commission--See San Rafael Charter, Art. III § 52 and Art. VIII § 11.

2.16.021 - Commission membership--compensation.

The Park and Recreation Commission shall consist of seven members appointed by the City Council, one of whom may be a councilman. All members of the Park and Recreation Commission shall serve without compensation. (Ord. 1141 § 1, 1974: Ord. 889 § 5 (part), 1967)

2.16.022 - Commission term of office and removal.

Members of the Park and Recreation Commission shall serve for a term of four years and shall be subject to removal by the affirmative vote of three members of the council. The terms of office of members of the commission shall be staggered in the manner provided by resolution of the city council. (Ord. 889 § 5 (part), 1967)

2.16.023 - Commission powers and duties.

Subject to the direction and control of the city council, as provided in Section 2.04.030 of this code, the powers and duties of the Parks and Recreation Commissioners shall be:

To assist in the preparation and adoption of a review annually and revise as necessary a long-range plan for parks including neighborhood parks, community-wide parks, special use facilities and open space lands;

To focus public attention upon the need for adequate parks and healthful and creative year-round supervised recreation for all age groups;

To assist in promoting the public recreation programs;

To solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies interested therein;

To assist the Parks and Recreation Director in establishing general policies and procedures in respect to park usage;

To review, comment and make recommendations regarding the annual operating budget of the department;

To receive periodic reports from the department head concerning the general operations and functions of the department;

To perform such other duties as may be prescribed by the council.

(Ord. 1131 § 2, 1974: Ord. 889 § 5 (part), 1967)

CHARTER OF THE CITY OF SAN RAFAEL

ARTICLE III - Powers of The City

Section 52. PARK COMMISSION.

To establish a park commission and to appoint commissioners thereon, to serve without compensation, with such powers and duties as may be fixed by the council.

ARTICLE VIII - Executive and Administrative Departments

Section 11. PARK AND RECREATION COMMISSION.

There shall be a park and recreation commission appointed by the council, the exact number of which shall be set by ordinance or resolution of the council, one of whom may be a councilman. The members of the commission shall serve for a term of four years, and shall be subject to removal by the affirmative vote of three members of the council. The terms of office of members of the commission shall be staggered in the manner provided by resolution of the council. The park and recreation commission shall exercise such powers and perform such duties as may be prescribed or conferred in this charter or by ordinances of the city.

(Assembly Concurrent Resolution No. 121, August 20, 1973:
Senate Concurrent Resolution No. 46, May 31, 1967.)

NOTICE TO BOARD & COMMISSION APPLICANTS

REGARDING ETHICS TRAINING

On January 1, 2006, a new law became effective that requires two (2) hours of ethics training of the local legislative bodies by January 1, 2007. This new law defines a local legislative body as a "Brown Act" governing body, whether permanent or temporary, decision-making or advisory, and created by formal action of the City Council. In other words, any person serving on a City Council, Board, Commission, or Committee created by the Council is subject to this ethics training requirement. After this initial class, training will be required every two years.

Ethics training can be accomplished by taking a 2-hour class, self-study, or an on-line class. You may seek reimbursement for taking any authorized ethics class. The city staff member that is assigned to your committee can help you with the reimbursement process.

After you have completed the ethics class, the original certificate needs to be given to the City Manager's Office for record-keeping, with a copy kept for your records.

AB 1234 (Salinas). Local Agencies: Compensation and Ethics

Chapter 700, Statutes of 2005

This law does the following:

- **Ethics Training:** Members of the Brown Act-covered decision-making bodies must take two hours of ethics training every two years, if they receive compensation or are reimbursed expenses. The training can be in-person, on-line, or self-study. For those in office on 1/1/06, the first round of training must be completed by 1/1/07.
- **Expense Reimbursement -- Levels:** Local agencies which reimburse expenses of members of their legislative bodies must adopt written expense reimbursement policies specifying the circumstances under which expenses may be reimbursed. The policy may specify rates for meals, lodging, travel, and other expenses (or default to the Internal Revenue Service's (IRS) guidelines). Local agency officials must also take advantage of conference and government rates for transportation and lodging.
- **Expense Reimbursement -- Processes:** Local agencies, which reimburse expenses, must also provide expense reporting forms; when submitted, such forms must document how the expense reporting meets the requirements of the agency's expense reimbursement policy. Officials attending meetings at agency expense must report briefly back to the legislative body at its next meeting.

CITY OF



San Rafael

Agenda Item No: 3.c

Meeting Date: November 5, 2012

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Esther C. Beirne *[Signature]*

City Manager Approval: *[Signature]*

File No: 9-2-3

SUBJECT: CALL FOR APPLICATIONS TO FILL ONE UNEXPIRED FOUR-YEAR TERM TO THE END OF APRIL 2013 ON THE BOARD OF LIBRARY TRUSTEES, DUE TO THE RESIGNATION OF PATRICIA ZENTNER. (CC)

RECOMMENDATION:

It is recommended that Council:

- a) Call for applications to fill one unexpired four-year term to the end of April 2013, on the San Rafael Board of Library Trustees;
- b) Set deadline for receipt of applications for Tuesday, November 27, 2012 at 5:00 p.m. in the City Clerk's Office, Room 209, City Hall; and
- b) Set date for interviews of applicants at a Special City Council meeting to be held on December 17, 2012, at a date and time to be determined.

SUMMARY/BACKGROUND:

Board Member Patricia Zentner, whose term expires end of April 2013, has recently resigned. She has served on the Board of Library Trustees since 2005. Alternate Board Member Eva Brown, whose term expires end of April 2015, has also resigned effective September 21, 2012.

ACTION: Approve staff recommendation.

Enclosures: Vacancy notice
Application
Excerpt from San Rafael Municipal Code
Ethics Training Information

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

ONE VACANCY - CITY OF SAN RAFAEL

BOARD OF LIBRARY TRUSTEES

APPLICATIONS to serve on the Board of Library Trustees, City of San Rafael, to fill one, unexpired four-year terms to the end of April, 2013, may be obtained at the City Clerk's Office, City Hall, 1400 Fifth Avenue, Room 209, San Rafael and on the website at: <http://www.cityofsanrafael.org/cityclerk-boards/>. The deadline for filing applications is **Tuesday, November 27, 2012, at 5:00 p.m.** in the City Clerk's Office.

There is no compensation paid to Library Trustees. Members must comply with the City's ethics training requirement of AB 1234, and reimbursement policy. See attached information.

ONLY RESIDENTS OF THE CITY OF SAN RAFAEL MAY APPLY.

The Board of Library Trustees regularly meets on the second Tuesday of every month at 6:00 p.m. in the Library Meeting Room.

Interviews of applicants will be held at a Special Meeting of the San Rafael City Council on Monday, December 17, 2012, commencing at a time to be determined, to fill the one vacancy.

An excerpt from the San Rafael Municipal Code re: Board of Library Trustees membership, terms of Board members, powers and duties, etc., is also attached.

ESTHER C. BEIRNE
City Clerk
City of San Rafael

Dated: November 5, 2012

**CITY OF SAN RAFAEL
APPLICATION TO SERVE AS MEMBER OF
BOARD OF LIBRARY TRUSTEES**

NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

RESIDENT OF THE CITY OF SAN RAFAEL FOR _____ YEARS

PRESENT POSITION: _____

NAME OF FIRM: _____

BUSINESS ADDRESS: _____

*HOME & BUSINESS PHONE: _____

*E-MAIL ADDRESS (optional): _____

EDUCATION: _____

PARTICIPATION IN THE FOLLOWING CIVIC ACTIVITIES: _____

MEMBER OF FOLLOWING CIVIC ORGANIZATIONS: _____

MY REASONS FOR WANTING TO SERVE ARE: _____

DATE: _____

SIGNATURE: _____

Filing Deadline:

Date: Tuesday, November 27, 2012
Time: 5:00 p.m.

Mail or deliver to:

City of San Rafael, City Hall, Dept. of City Clerk
1400 Fifth Avenue, Room 209, San Rafael, CA 94901

* This information will be kept confidential, to the extent permitted by law

SAN RAFAEL CHARTER

ARTICLE IX Public Library, Section 1. BOARD OF LIBRARY TRUSTEES.

There shall be a board of library trustees to be appointed by the council, the exact number of which shall be set by ordinance or resolution of the council, one of whom may be a councilman. The members of the board shall serve for a term of four years and shall be subject to removal by the affirmative vote of three members of the council. The terms of office of members of the board shall be staggered in the manner provided by resolution of the council. The board of library trustees shall exercise such powers and perform such duties as may be prescribed or conferred in this charter or by the ordinances of the city. (Assembly Concurrent Resolution No. 121, August 20, 1973: Senate Concurrent Resolution No. 46, May 31, 1967.)

2.16.030 Board of library trustees.

A board of library trustees is created. (Ord. 889 § 6, 1967).

2.16.031 Trustee membership--Compensation.

The board of library trustees shall consist of five members appointed by the city council, one of whom may be a councilman. All members shall serve without compensation. (Ord. 889 § 7 (part), 1967).

2.16.032 Trustee term of office and removal.

The members of the board of library trustees shall serve for a term of four years and shall be subject to removal by the affirmative vote of three members of the city council. The terms of office of members of the board of library trustees shall be staggered in the manner provided by resolution of the city council. (Ord. 889 § 7 (part), 1967).

2.16.033 Trustee powers and duties.

Subject to the direction and control of the city council, as provided in Section 2.04.030 of this code, the powers and duties of the board of library trustees shall be:

To assess and evaluate current and long-range needs of the library; to formulate and adopt policies, rules and regulations with respect to programs and facilities to meet such needs of the community, including recommendations for sites and design of facilities. Such formulations and adoptions shall be made in conjunction with recommendations of the librarian;

To review, comment and make recommendations regarding the annual operating budget of the library;

To receive, and review periodic reports from the librarian concerning the general operations and functions of the library;

To recommend ways to inform the citizens of San Rafael as to the various programs, services, and assistance which the library affords all citizens;

To promote intergovernmental cooperation in the development of library services, patronage and usage;

To perform such other duties as may be prescribed by the city council.

(Ord. 1131 § 3, 1974: Ord. 889 § 7 (part), 1967).

NOTICE TO BOARD & COMMISSION APPLICANTS

REGARDING ETHICS TRAINING

On January 1, 2006, a new law became effective that requires two (2) hours of ethics training of the local legislative bodies by January 1, 2007. This new law defines a local legislative body as a "Brown Act" governing body, whether permanent or temporary, decision-making or advisory, and created by formal action of the City Council. In other words, any person serving on a City Council, Board, Commission, or Committee created by the Council is subject to this ethics training requirement. After this initial class, training will be required every two years.

Ethics training can be accomplished by taking a 2-hour class, self-study, or an on-line class. You may seek reimbursement for taking any authorized ethics class. The city staff member that is assigned to your committee can help you with the reimbursement process.

After you have completed the ethics class, the original certificate needs to be given to the City Manager's Office for record-keeping, with a copy kept for your records.

AB 1234 (Salinas). Local Agencies: Compensation and Ethics

Chapter 700, Statutes of 2005

This law does the following:

- **Ethics Training:** Members of the Brown Act-covered decision-making bodies must take two hours of ethics training every two years, if they receive compensation or are reimbursed expenses. The training can be in-person, on-line, or self-study. For those in office on 1/1/06, the first round of training must be completed by 1/1/07.
- **Expense Reimbursement -- Levels:** Local agencies which reimburse expenses of members of their legislative bodies must adopt written expense reimbursement policies specifying the circumstances under which expenses may be reimbursed. The policy may specify rates for meals, lodging, travel, and other expenses (or default to the Internal Revenue Service's (IRS) guidelines). Local agency officials must also take advantage of conference and government rates for transportation and lodging.
- **Expense Reimbursement -- Processes:** Local agencies, which reimburse expenses, must also provide expense reporting forms; when submitted, such forms must document how the expense reporting meets the requirements of the agency's expense reimbursement policy. Officials attending meetings at agency expense must report briefly back to the legislative body at its next meeting.



San Rafael

Agenda Item No: 3.d

Meeting Date: November 5, 2012

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Esther Beirne *EB*

City Manager Approval: *M. Mackle*

File No.: 9-2-56

SUBJECT: REAPPOINTMENTS OF FREDERIC DIVINE, ERIC HOLM AND ROB SIMON AND APPOINTMENT OF GLADYS GILLILAND TO FILL FOUR, TWO YEAR TERMS ON THE SAN RAFAEL ADA ACCESS ADVISORY COMMITTEE TO EXPIRE THE END OF OCTOBER, 2014 (CC)

RECOMMENDATION:

- a) It is recommended that Council reappoint Frederic Divine, Eric Holm and Rob Simon and appoint Gladys Gilliland to fill four, two year terms on the San Rafael ADA Access Advisory Committee to expire end of October 2014.

SUMMARY BACKGROUND:

The terms of Frederic Divine, Eric Holm, Rob Simon and Bob Sonnenberg will expire at the end of October, 2012. Having contacted all four members, Frederic Divine, Eric Holm and Rob Simon have expressed a desire in serving another term; Bob Sonnenberg indicated he would not be seeking reappointment. Gladys Gilliland also expressed interest in serving a term. (applications attached)

ACTION: Approve staff recommendation.

Enclosures: ADA Access Advisory Committee purpose, qualifications, etc.
Notice to Applicants re: Ethics Training
Applications (4)

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

ADA ACCESS ADVISORY COMMITTEE

PURPOSE

The ADA Access Advisory Committee is established to review the City's progress in implementing its Settlement Agreement with the Department of Justice regarding Project Civic Access. The Committee shall serve an advisory role in assisting the City with creating or modifying procedures, policies, and standards that are necessary to bring San Rafael into compliance with both the Settlement Agreement and the ADA.

Currently, the City is required under numerous Federal and State laws to enforce and comply with all aspects of the Americans with Disabilities Act. In order to keep the purpose of this Committee clearly defined, it is equally important to define Committee limitations. The ADA Access Advisory Committee is not involved in:

1. ADA compliance related to private development applications, approvals or enforcement. This responsibility is carried out by the Community Development Department.
2. Grievances under the ADA directed toward the City. Anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of San Rafael shall fall under the provisions of the City's grievance procedure.
3. Project review and approval. Existing Boards or Commissions (such as the Design Review Board or Planning Commission) that are established for public or private project review and approval, which includes full ADA compliance, shall remain with those Boards and Commissions.
4. City bids, contracts and agreements. The City has full responsibility to ensure that all approved bids, contracts and agreements are in full compliance under the ADA.

QUALIFICATIONS

All members of the ADA Access Advisory Committee must be individuals with a strong interest and enthusiasm for bringing the City of San Rafael into compliance with the DOJ Settlement Agreement and the ADA. The Advisory Committee shall consist of nine (9) members. The majority of members of the Committee shall be residents of the City who have significant experience in the disability community.

At least five (5) members shall be both residents of San Rafael and persons with disabilities. Some members of advocacy groups or social service providers may also be appointed, but no more than three organizations will serve on the Committee. Also, one member of the Committee shall represent the San Rafael business community interest.

Committee members will be appointed by the City Council.

TIME COMMITMENT

The Advisory Committee shall meet at least quarterly per annum. Additional meetings may be scheduled in order to address issues in the DOJ Settlement Agreement. The meetings shall comply with all provisions of the Brown Act. Review of documents and materials may be required prior to scheduled meetings.

TERMS OF COMMITTEE MEMBERS

Initial appointees to the Committee will be five individuals who shall serve a three-year term. Four members will serve two-year terms upon initial appointment. This will allow a staggering of two-year terms, after initial appointments, over the life of the Committee.

NOTICE TO BOARD & COMMISSION APPLICANTS

REGARDING ETHICS TRAINING

On January 1, 2006, a new law became effective that requires two (2) hours of ethics training of the local legislative bodies by January 1, 2007. This new law defines a local legislative body as a "Brown Act" governing body, whether permanent or temporary, decision-making or advisory, and created by formal action of the City Council. In other words, any person serving on a City Council, Board, Commission, or Committee created by the Council is subject to this ethics training requirement. After this initial class, training will be required every two years.

Ethics training can be accomplished by taking a 2-hour class, self-study, or an on-line class. You may seek reimbursement for taking any authorized ethics class. The city staff member that is assigned to your committee can help you with the reimbursement process.

After you have completed the ethics class, the original certificate needs to be given to the City Manager's Office for record-keeping, with a copy kept for your records.

AB 1234 (Salinas). Local Agencies: Compensation and Ethics

Chapter 700, Statutes of 2005

This law does the following:

- **Ethics Training:** Members of the Brown Act-covered decision-making bodies must take two hours of ethics training every two years, if they receive compensation or are reimbursed expenses. The training can be in-person, on-line, or self-study. For those in office on 1/1/06, the first round of training must be completed by 1/1/07.
- **Expense Reimbursement -- Levels:** Local agencies which reimburse expenses of members of their legislative bodies must adopt written expense reimbursement policies specifying the circumstances under which expenses may be reimbursed. The policy may specify rates for meals, lodging, travel, and other expenses (or default to the Internal Revenue Service's (IRS) guidelines). Local agency officials must also take advantage of conference and government rates for transportation and lodging.
- **Expense Reimbursement -- Processes:** Local agencies, which reimburse expenses, must also provide expense reporting forms; when submitted, such forms must document how the expense reporting meets the requirements of the agency's expense reimbursement policy. Officials attending meetings at agency expense must report briefly back to the legislative body at its next meeting.



CITY OF SAN RAFAEL

APPLICATION TO SERVE AS MEMBER OF ADA ACCESS ADVISORY COMMITTEE

SEP 27 2002
Time:
City Clerk's Office
City of San Rafael

NAME: FREDRIC C. DIVINE

STREET ADDRESS: 1924 FOURTH STREET

CITY/STATE/ZIP CODE: SAN RAFAEL CA 94901 (WORK)

RESIDENT OF THE CITY OF SAN RAFAEL FOR N/A YEARS

PRESENT WORK POSITION: ARCHITECT

NAME OF FIRM: FREDRIC C. DIVINE ASSOCIATES ARCHITECTS

BUSINESS ADDRESS: SAME AS ABOVE

* HOME & BUSINESS PHONE #'s:

* E-MAIL ADDRESS (optional):

EDUCATION: B, ARCH, 1970, UC BERKELEY
w/honors

DESCRIBE YOUR INVOLVEMENT WITH THE DISABLED COMMUNITY IN SAN RAFAEL:
I am responsible for a number of disabled people; I donate time to non-profits who serve disabled people; In my practice I often deal with accessibility issues.

DO YOU OFFICIALLY REPRESENT AN ORGANIZATION, AGENCY, OR GROUP WITH SERVICES FOR PEOPLE WITH DISABILITIES? YES _____ NO

IF YES, PLEASE INDICATE THE NAME OF THE GROUP AND YOUR POSITION, AND ATTACH A LETTER OF REFERENCE:

* Information kept confidential to the extent permitted by law

(If additional paper is necessary when providing answers, please attach them to this application form.)

DO YOU REPRESENT THE BUSINESS COMMUNITY? YES _____ NO X

IF YES, PLEASE INDICATE THE NAME OF THE BUSINESS AND YOUR POSITION:

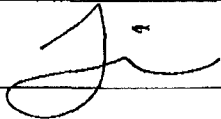
YOUR REASONS FOR WANTING TO SERVE:

I have served in this capacity, I have expertise I bring to the table, the commitment is not onerous, and Richard Landis is great!

IF SELECTED TO SERVE, WHAT REASONABLE ACCOMMODATION REQUESTS SHOULD THE COMMITTEE FACILITATOR KNOW, IN ORDER FOR YOU TO FULLY PARTICIPATE?

N/A

SIGNATURE: _____



DATE: _____

9/27/12

FILING DEADLINE:

Date: October 9, 2012
Time: 5:00 p.m.

MAIL OR DELIVER TO:

City of San Rafael
City Hall, Dept. of City Clerk
1400 Fifth Avenue, Room 209
P.O. Box 151560
San Rafael, CA 94915-1560

(The information you provide in this application will be used solely by the City of San Rafael.)



CITY OF SAN RAFAEL

APPLICATION TO SERVE AS MEMBER OF ADA ACCESS ADVISORY COMMITTEE

NAME: ERIC HOLM

STREET ADDRESS: 820 MISSION AVENUE, # 12

CITY/STATE/ZIP CODE: SAN RAFAEL, CA 94901

RESIDENT OF THE CITY OF SAN RAFAEL FOR 6 YEARS

PRESENT WORK POSITION: President State Board Guide Dogs for the Blind

NAME OF FIRM: State of California

BUSINESS ADDRESS: 1625 North Market Blvd. Suite S 202 , Sacramento, CA

* HOME & BUSINESS PHONE #'s:

E-MAIL ADDRESS (optional):

EDUCATION: DOCTOR OF JURISPRUDENCE

DESCRIBE YOUR INVOLVEMENT WITH THE DISABLED COMMUNITY IN SAN RAFAEL:

Currently, I am incumbent to this position and would greatly appreciate the Council's approval to continue in my present capacity. In addition, I serve on the State Board of Guide Dogs for the Blind; President Emeritus of the SF chapter of the National Federation of the Blind, and Bay Area Association of Disabled Sailors

DO YOU OFFICIALLY REPRESENT AN ORGANIZATION, AGENCY, OR GROUP WITH SERVICES FOR PEOPLE WITH DISABILITIES? YES NO

IF YES, PLEASE INDICATE THE NAME OF THE GROUP AND YOUR POSITION, AND ATTACH A LETTER OF REFERENCE:

Guide Dogs for the Blind

_____ * Information kept confidential to the extent permitted by law _____

(If additional paper is necessary when providing answers, please attach them to this application form.)

DO YOU REPRESENT THE BUSINESS COMMUNITY? YES _____ NO x _____

IF YES, PLEASE INDICATE THE NAME OF THE BUSINESS AND YOUR POSITION:

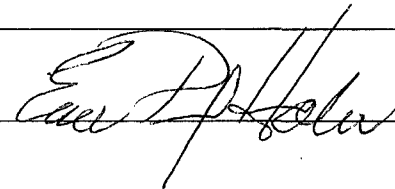
YOUR REASONS FOR WANTING TO SERVE:

I am highly active within our community in general and the disabled community in particular. I am highly active in ADA legislation, enforcement, outreach, and education on behalf of the disabled community. As the Council is aware, I myself have a visual impairment and disability issues apply directly to me, in addition to being one of my passions_

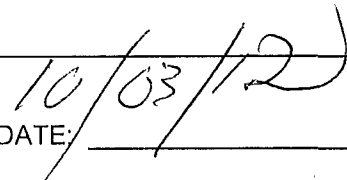
IF SELECTED TO SERVE, WHAT REASONABLE ACCOMMODATION REQUESTS SHOULD THE COMMITTEE FACILITATOR KNOW, IN ORDER FOR YOU TO FULLY PARTICIPATE?

I have successfully served on this committee and do not require any special accommodations to perform my duties. Thank you

SIGNATURE: _____



DATE: _____



FILING DEADLINE:

Date: October 9, 2012
Time: 5:00 p.m.

MAIL OR DELIVER TO:

City of San Rafael
City Hall, Dept. of City Clerk
1400 Fifth Avenue, Room 209
P.O. Box 151560
San Rafael, CA 94915-1560

(The information you provide in this application will be used solely by the City of San Rafael.)



CITY OF SAN RAFAEL

APPLICATION TO SERVE AS MEMBER OF ADA ACCESS ADVISORY COMMITTEE

NAME: ROB SIMON

Received

STREET ADDRESS: 17 Taylor Street

807 0 1 202

CITY/STATE/ZIP CODE: San Rafael, CA 94901

From
City of San Rafael
City of San Rafael

RESIDENT OF THE CITY OF SAN RAFAEL FOR 27 YEARS

PRESENT WORK POSITION: Retired

NAME OF FIRM:

BUSINESS ADDRESS:

* HOME & BUSINESS PHONE #'s:

* E-MAIL ADDRESS (optional):

EDUCATION: High School and several semesters of junior college

DESCRIBE YOUR INVOLVEMENT WITH THE DISABLED COMMUNITY IN SAN RAFAEL:

I have lived and worked in San Rafael for over 25 years. I have life experience with disabilities. During this time I worked with the disabilities community in a variety of ways.

DO YOU OFFICIALLY REPRESENT AN ORGANIZATION, AGENCY, OR GROUP WITH SERVICES FOR PEOPLE WITH DISABILITIES? YES _____ NO x

IF YES, PLEASE INDICATE THE NAME OF THE GROUP AND YOUR POSITION, AND ATTACH A LETTER OF REFERENCE:

* Information kept confidential to the extent permitted by law _____

(If additional paper is necessary when providing answers, please attach them to this application form.)

DO YOU REPRESENT THE BUSINESS COMMUNITY? YES _____ NO x

IF YES, PLEASE INDICATE THE NAME OF THE BUSINESS AND YOUR POSITION:

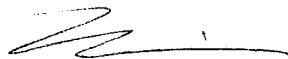
YOUR REASONS FOR WANTING TO SERVE:

I have served on the ADA committee for the past several years and appreciate the work of the committee and especially Richard Landis. I think it is an important part of the City of San Rafael

IF SELECTED TO SERVE, WHAT REASONABLE ACCOMMODATION REQUESTS SHOULD THE COMMITTEE FACILITATOR KNOW, IN ORDER FOR YOU TO FULLY PARTICIPATE?

 None

SIGNATURE: _____ DATE: 10/3/2012



FILING DEADLINE:

Date: October 9, 2012
Time: 5:00 p.m.

MAIL OR DELIVER TO:

City of San Rafael
City Hall, Dept. of City Clerk
1400 Fifth Avenue, Room 209
P.O. Box 151560
San Rafael, CA 94915-1560

(The information you provide in this application will be used solely by the City of San Rafael.)



CITY OF SAN RAFAEL

APPLICATION TO SERVE AS MEMBER OF ADA ACCESS ADVISORY COMMITTEE

NAME: Gladys C. Gilliland Received

STREET ADDRESS: 15 Robinhood Dr. Title: City Clerk

CITY/STATE/ZIP CODE: San Rafael, CA City of San Rafael

RESIDENT OF THE CITY OF SAN RAFAEL FOR 55 YEARS

PRESENT WORK POSITION: retired

NAME OF FIRM:

BUSINESS ADDRESS:

* HOME & BUSINESS PHONE #'s:

* E-MAIL ADDRESS (optional):

EDUCATION: B.S. & M.S.

DESCRIBE YOUR INVOLVEMENT WITH THE DISABLED COMMUNITY IN SAN RAFAEL:
I broke my neck 11/4/2011, so I was in a "Halo" for 4 mos. It put me in need of ADA. I appreciated the need from a very personal pt. of view.

DO YOU OFFICIALLY REPRESENT AN ORGANIZATION, AGENCY, OR GROUP WITH SERVICES FOR PEOPLE WITH DISABILITIES? YES _____ NO

IF YES, PLEASE INDICATE THE NAME OF THE GROUP AND YOUR POSITION, AND ATTACH A LETTER OF REFERENCE:

* Information kept confidential to the extent permitted by law

(If additional paper is necessary when providing answers, please attach them to this application form.)

DO YOU REPRESENT THE BUSINESS COMMUNITY? YES _____ NO

IF YES, PLEASE INDICATE THE NAME OF THE BUSINESS AND YOUR POSITION:

YOUR REASONS FOR WANTING TO SERVE:

my interest in making a community that cares about and serves all of the citizens of San Rafael. Also I realize that S.R. is under a Court order to make structural improvements for ADA purposes. I'd like to help track of this

IF SELECTED TO SERVE, WHAT REASONABLE ACCOMMODATION REQUESTS SHOULD THE COMMITTEE FACILITATOR KNOW, IN ORDER FOR YOU TO FULLY PARTICIPATE?

none

SIGNATURE: *Bladys C. Silblaus*

DATE: *10/26/2012*

FILING DEADLINE:

Date: October 26, 2012
Time: 5:00 p.m.

MAIL OR DELIVER TO:

City of San Rafael
City Hall, Dept. of City Clerk
1400 Fifth Avenue, Room 209
P.O. Box 151560
San Rafael, CA 94915-1560

(The information you provide in this application will be used solely by the City of San Rafael.)

CITY OF



San Rafael

Agenda Item No: 3.e

Meeting Date: November 5, 2012

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: *Nadya M...* Director of Public Works (LB) City Manager Approval: *N. Michle*

File No.: 01.01.02.01

SUBJECT: RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ENTER INTO AN AGREEMENT WITH DC ELECTRIC FOR ON-CALL ELECTRICAL MAINTENANCE SERVICES.

RECOMMENDATION: Waive the bidding requirements per Section 11.50.090 of the San Rafael Municipal Code and authorize the Public Works Director to enter into an agreement with DC Electric for on-call electrical maintenance services.

BACKGROUND:

The City of San Rafael maintains over 4,400 street lights, 86 traffic signals, 19 city owned buildings, various pathways, twinkle lights, 12 storm pump stations, and additional lighting within the 10 public parks. The City currently has a contract with Republic ITS for the routine and emergency maintenance of the street lights and traffic signals only. Additional repairs of these two items, and for the remainder of the City's electrical items is necessary in order to ensure public safety. Since the City of San Rafael does not have electricians on staff, on-call services are required. Staff received a proposal from DC Electric for on-call electrical maintenance services and found the proposal to be within industry standard.

ANALYSIS:

Staff has been contracting with DC Electric over the past several years for a variety of electrical maintenance repairs and installations on a project by project basis. DC Electric and their staff, are highly specialized and have a high level of knowledge regarding the City's existing electrical infrastructure. When each of the small projects were bid, DC Electric was always the low bidder. In addition, it is our experience that not many contractors would be interested, willing or knowledgeable to perform work under this contract as the nature of work is to perform a large number of small jobs. Staff has left voicemails for contractors in the past several weeks asking for prices on various small item projects and have not received calls back, indicating that interest in these types of jobs is low. Because of these items, it is unlikely that there would be any competitive advantage to bidding this contract, and staff recommends that City Council waive the bidding requirements, per Section 11.50.090 of the San Rafael Municipal Code and authorize the Public Works Director to enter into an agreement with DC Electric.

Previously, each time an electrical maintenance contractor was needed, staff called several companies to receive competitive prices and then selected the lowest price to award the work to. By having an electrical maintenance contract for on-call services, staff will save a significant amount of time spent on negotiating each project with multiple contractors. In addition, it will reduce the response time for necessary electrical repairs, thereby reducing the time during which outages are experienced, etc. An

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

on-call electrical contractor will be familiar with the Public Works Department's requirements which will also save time and increase accuracy.

FISCAL IMPACT:

Staff recommends a one-year contract with the option for two one-year extensions based on mutual agreement between the Public Works Director and DC Electric for the amount not to exceed \$150,000 annually.

Currently, the City spends approximately \$150,000 per year on City electrical maintenance repairs and replacements. Some of the accident related costs are recovered. The remainder of the on-call electrical maintenance services will be charged to the City's existing maintenance budget.

OPTIONS:

Council can reject the staff's recommendation and direct staff to competitively bid the Electrical Maintenance Contract.

ACTION REQUIRED: Adopt Resolution.

Enclosures:

- 1) Resolution
- 2) Professional Services Agreement with attached proposal

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ENTER INTO AN AGREEMENT WITH DC ELECTRIC FOR ON-CALL ELECTRICAL MAINTENANCE SERVICES.

WHEREAS, the City requires professional electrical maintenance services for various facilities throughout the City; and

WHEREAS, the electrical contracting firm of DC Electric provided a proposal for such services; and

WHEREAS, contracting with an electrical maintenance contractor for on-call services will save the staff time, and increase response time for electrical repairs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Rafael does hereby authorize the Public Works Director to enter into a Professional Services Agreement, in a form approved by the City Attorney, with DC Electric for a one-year term in an amount not to exceed \$150,000, with an option to extend this Agreement for two additional one-year terms in an amount not to exceed \$150,000 for each additional year, subject to the approval of the Public Works Director.

I, ESTHER C. BEIRNE, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 5th day of November, 2012, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ESTHER C. BEIRNE, City Clerk

City of San Rafael ♦ California

Form of Contract Agreement
for

ON-CALL ELECTRICAL MAINTENANCE

This Agreement is made and entered into this 5th day of November, 2012 by and between the **City of San Rafael** (hereinafter called **City**) and **DC Electric** (hereinafter called **Contractor**). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

I - Scope of the Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work as required for various **On-Call Electrical Services** per Exhibit A, attached to this contract. The liability insurance provided to City by Contractor under this contract shall be primary and excess of any other insurance available to the City.

II - Time of Completion

- (a) The work shall be completed between **November 15th, 2012** and **November 15th, 2013**, and after the date of such notice and with such extensions of time as are provided for in the General Conditions.
- (c) At the discretion of the City, this contract can be renewed for up to two subsequent one year terms at the same costs with adjustments as warranted by the consumer price index (CPI) and with Contractor consent.

III - The Contract Sum

The City shall pay to the Contractor for the performance of the Contract per the hourly rates provided in Exhibit B attached to this contract. The total annual contract amount shall not exceed \$150,000.00.

IV - Payments

The Contractor shall bill the City as agreed upon for each job performed under this contract.

V - Codes

All work shall be performed in compliance with Caltrans Standard Plans and Specifications 2010, the California Building Code, the National Electrical Code and all other applicable codes and regulations.

IN WITNESS WHEREOF, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

ATTEST:

CITY OF SAN RAFAEL:

Esther C. Beirne
City Clerk

Nader Mansourian
Public Works Director

APPROVED AS TO FORM:

CONTRACTOR:

Robert F. Epstein
City Attorney

for



October 15, 2012

DC ELECTRIC is a locally based commercial electrical contractor and is currently providing, has providing or may provide any of the following services to the City of San Rafael. We offer to perform the following services during normal business hours of operation, after hours and on an on-call basis. Our services are available 24 hours a day, 365 days a year.

Scope

Transportation

- Traffic signal installations, modifications and repairs
- Video system installation and repair – CCTV & video detection
- Underground utility installation & repair
- Utility locating and marking
- ADA pedestrian upgrades
- Lighted x-walk installation and repair
- After hours response

Lighting & General Services

- Building electrical – (interior and exterior) Installations, repair & maintenance
- Street lighting - Installations, repair & maintenance
- Indoor & outdoor parking lot lighting
- Parks lighting and ball field lighting
- Holiday and decorative lighting & banner installations
- Fountain, pool & spa electrical
- Electrical control work – Energy management systems, time clock & photo control

Lighting & Energy Efficiency Services

- Audits
- Upgrades – LED & Induction Lighting
- Electric vehicle charging stations
- Smart parking meters
- Energy management system installation & repair

Heavy Electrical Services

- Generator installation, maintenance and repairs
- Storm water pump and sanitary lift station maintenance and repairs



Confidential

Pricing

Labor:

Journeyman (regular time)	\$95.00 per hour
Journeyman (overtime, after hours and weekend)	\$142.50 per hour

Equipment:

Bucket Truck	\$24.00 per hour
Dump Truck	\$18.00 per hour
Pick-up Truck	\$15.00 per hour
Compressor	\$12.00 per hour

All work will be performed on a time and material basis. Alternately, a written proposal can be furnished at the request of the Public Works Director or his designee. Normal business hours will be 7am to 4pm, Monday thru Friday.

Contact DC Electric:

(707) 992-0141 – During business hours

(888) 525-8419 – Fax

(707) 331-7807 – After hours & weekends / Emergency Calls

www.dcelectricgroup.com



San Rafael

Agenda Item No: 3.f

Meeting Date: November 5, 2012

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: *Walter...* Director of Public Works (LB) City Manager Approval: *Mach...*

File No.: 16.06.78

SUBJECT: RESOLUTION ACCEPTING A PROPOSAL FROM GHIRARDELLI ASSOCIATES, INC. FOR PROFESSIONAL SERVICES TO PROVIDE PROJECT ADMINISTRATION AND INSPECTION SERVICES FOR THE CITYWIDE STREET RESURFACING 2012 PROJECT, PROJECT NO. 11203 AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$100,000.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution authorizing the Public Works Director to execute an agreement with Ghirardelli Associates, Inc. for the Citywide Street Resurfacing 2012 Project in the amount of \$100,000.

BACKGROUND:

On October 15, 2012, City Council adopted a resolution authorizing the Public Works Director to enter into an agreement with Ghilotti Brothers, Inc. to construct the Citywide Street Resurfacing 2012 Project. The project is scheduled to start construction in November 2012.

The Citywide Street Resurfacing 2012 Project includes resurfacing five arterials with 7,000 to 30,000 vehicles travelling upon each roadway a day. In order to ensure that the City obtains the best product, while at the same time keeping the roadway safe for all users (vehicles, pedestrians and bicyclists), a full time inspector is needed. In addition, this project requires extensive coordination with property owners and also includes work to be performed at night. Public Works is therefore recommending to hire a construction inspection firm to inspect and help coordinate the work due to the fact that insufficient staff is available at this time to cover this complex project as well as other important public works projects.

ANALYSIS:

The City requested a proposal from Ghirardelli Associates for project administration and inspection services for this project. The proposed project inspector has extensive experience in road right-of-way construction. The scope of services is described in their proposal, attached to this report as

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

Exhibit "A". The cost proposal is described in detail in their proposal, attached to this report as Exhibit "B."

FISCAL IMPACT:

The proposal received from Ghirardelli Associates, Inc for the Citywide Street Resurfacing 2012 Project provides an hourly rate for construction inspection. It is recommended to set the maximum contract amount at \$100,000 for this project.

The Citywide Street Resurfacing Project, approved by the City Council on October 15, 2012, included the cost for this consultant assistance. The Citywide Street Resurfacing Project is supported by a Cycle 1 STP/CMAQ (Surface Transportation Program/Congestion Mitigation and Air Quality) and local Measure A and Refuse Vehicle Registration Fee funds. The not to exceed amount of \$100,000 for Ghirardelli's contract falls within the original approved budget and no additional funding will be needed for construction inspection services for this project.

OPTIONS:

The Council may choose to reject the proposal from Ghirardelli Associates, Inc. and direct staff to select a different consultant. Selecting a different consultant may result in the postponement of the construction commencement date.

ACTION REQUIRED:

Staff recommends that the City Council adopt the Resolution accepting the proposal from Ghirardelli Associates, Inc., and authorize the Public Works Director to execute an agreement with Ghirardelli Associates for the Citywide Street Resurfacing 2012 Project with the contract amount not to exceed \$100,000.

Enclosures (4)

1. Resolutions
2. Professional Services Agreement
3. Scope of Services from the Consultant, Exhibit "A"
4. Cost Proposal from the Consultants, Exhibit "B"

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PROPOSAL FROM GHIRARDELLI ASSOCIATES, INC. FOR PROFESSIONAL SERVICES TO PROVIDE PROJECT ADMINISTRATION AND INSPECTION SERVICES FOR THE CITYWIDE STREET RESURFACING 2012 PROJECT, PROJECT NO. 11203 AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$100,000.

WHEREAS, the City requires professional inspection for the Citywide Street Resurfacing 2012 Project; and

WHEREAS, the Construction Management firm of Ghirardelli Associates, Inc. was selected as the best qualified for inspection services; and

WHEREAS, Ghirardelli Associates, Inc. has submitted a Proposal to provide such services; and

WHEREAS, staff has reviewed the proposal from Ghirardelli Associates, Inc. and found it to be within industry standards and acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Rafael that the Ghirardelli Associates, Inc. proposal is accepted in an amount of \$100,000; and

BE IT FURTHER RESOLVED, that the Council does hereby authorize the Public Works Director to execute the Agreement for Professional Services in a form approved by the City Attorney's office.

RESOLVED FURTHER that the Public Works Director of the City of San Rafael is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, ESTHER C. BEIRNE, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 5th day of November, 2012, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ESTHER C. BEIRNE, City Clerk

AGREEMENT
FOR PROFESSIONAL SERVICES WITH GHIRARDELLI ASSOCIATES, INC.
FOR
CITYWIDE STREET RESURFACING 2012
PROJECT NO. 11203

This Agreement is made and entered into this 5th day of November, 2012 by and between the CITY OF SAN RAFAEL (hereinafter "CITY"), and GHIRARDELLI ASSOCIATES, INC. (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the CITY has determined that project administration and inspection services are required for construction inspection services for the Citywide Street Resurfacing 2012, Project No. 11203 (hereinafter "PROJECT"); and

WHEREAS, the CONSULTANT has offered to render certain specialized professional services in connection with this Project.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION

A. CITY. The Public Works Director shall be the representative of the CITY for all purposes under this Agreement. The Public Works Director is hereby designated the PROJECT MANAGER for the CITY, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Mr. Jaemin Park is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the CITY within ten (10) business days of the substitution.

2. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services outlined in the proposal from CONSULTANT dated October 16, 2012, marked Exhibit "A," attached hereto, and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work specified in this agreement in the time frame as specified and as shown in Exhibit "B," cost estimate.

3. DUTIES OF THE CITY

CITY shall perform the duties as described in Exhibit "A" attached hereto and incorporated herein.

4. COMPENSATION

For the full performance of the services described herein by CONSULTANT, CITY shall pay CONSULTANT on a time and materials basis for services rendered in accordance with the rates shown on the current fee schedule as described in Exhibit "B" attached and incorporated herein in an amount not to exceed \$100,000.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by CONSULTANT.

5. TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution until the Project is complete.

6. TERMINATION

A. Discretionary. Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. Cause. Either party may terminate this Agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. Return of Documents. Upon termination, any and all CITY documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

E. The CITY shall pay CONSULTANT the amount due for services rendered and expensed incurred through the date of termination.

7. OWNERSHIP OF DOCUMENTS

The written documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement, shall be the sole property of CITY. CITY may use

said property for any purpose, including projects not contemplated by this Agreement. Any use of document by the City for projects outside the scope of this agreement shall be at the City's own risk.

8. INSPECTION AND AUDIT

Upon reasonable notice, CONSULTANT shall make available to CITY, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with CITY or its agent in any such audit or inspection.

9. ASSIGNABILITY

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE

A. During the term of this Agreement, CONSULTANT, shall maintain, at no expense to CITY, the following insurance policies:

1. A comprehensive general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence for death, bodily injury, personal injury, or property damage;

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence;

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.

B. The insurance coverage required of the CONSULTANT by Section 10.A., shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by CITY and shall not call upon CITY's insurance or coverage for any contribution;

2. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury;

3. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the CITY, its officers, agents, and employees as additionally named insureds under the policies;

4. CONSULTANT shall provide to PROJECT MANAGER, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements naming CITY, its officers, agents and employees, as additional insureds under the policies;

5. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon thirty (30) days written notice (except 10 days for non-payment of premium) to City's Project Manager;

6. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than three years;

7. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement;

8. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

C. If it employs any person, CONSULTANT shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both CONSULTANT and CITY against all liability for injuries to CONSULTANT's officers and employees.

D. Any deductibles or self-insured retentions in CONSULTANT's insurance policies must be declared to and approved by the PROJECT MANAGER and the City Attorney. At CITY's option, the deductibles or self-insured retentions with respect to CITY shall be reduced or eliminated to CITY's satisfaction, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

11. INDEMNIFICATION

CONSULTANT shall indemnify, release, defend and hold harmless CITY, its officers, and employees, against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees, arising out of or resulting in any way, in whole or in part, from any acts or omissions, intentional or negligent, of CONSULTANT or CONSULTANT's officers, agents and employees in the performance of their duties and obligations under this Agreement.

12. NONDISCRIMINATION

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. CONSULTANT shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. CONSULTANT shall release, defend, indemnify and hold harmless CITY, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinance, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES

CITY and CONSULTANT do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY: Nader Mansourian, Public Works Director
City of San Rafael
111 Morphew Street
San Rafael, CA 94915-1560

TO CONSULTANT: Mr. Jaemin Park (Project Director)
Ghirardelli Associates, Inc.
1970 Broadway, Suite 920
Oakland, CA 94612

16. INDEPENDENT CONSULTANT

For the purposes, and for the duration, of this Agreement, CONSULTANT, its officers, agents and employees shall act in the capacity of an Independent CONSULTANT, and not as employees of the CITY. CONSULTANT and CITY expressly intend and agree that the status of CONSULTANT, its officers, agents and employees be that of an Independent CONSULTANT and not that of an employee of CITY.

17. ENTIRE AGREEMENT -- AMENDMENTS

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the CITY.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the CONSULTANT and the CITY.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS

CONSULTANT agrees that CITY may deduct from any payment due to CONSULTANT under this Agreement, any monies which CONSULTANT owes CITY under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE/OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this Agreement, a CITY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all state and federal taxes and any other applicable taxes. CONSULTANT's taxpayer identification number is

94-3395064, and CONSULTANT certifies under penalty of perjury that said taxpayer identification number is correct.

22. APPLICABLE LAW

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

Nader Mansourian
Public Works Director

GHIRARDELLI ASSOCIATES, INC.

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Esther C. Beirne
City Clerk

Robert F. Epstein
City Attorney

File No.: 16.06.78



October 16, 2012

Leslie Blomquist, P.E.
Associate Civil Engineer
City of San Rafael
Department of Public Works
111 Morphew Street
PO Box 151560
San Rafael, CA 94915

Ref: Proposal for Construction Management/Inspection Services for City Paving Projects

Dear Leslie:

Ghirardelli Associates, Inc. is pleased to submit our proposal to provide construction management/inspection services to the City of San Rafael for the City's Paving Projects. As requested, attached is a resume and fee schedule for our proposed construction manager/inspector Paul Chui. Paul will provide the services required starting in November for the required duration in 2012. As discussed, when the project resumes in the spring of 2013, we will provide resumes of an alternate candidate who will support the City for the completion of the project.

Paul Chui, P.E. Construction Manager/Construction Inspector will provide the day-to-day construction inspection on this project. Paul will report to the City and provide the needed quality assurance of the contractor's activities. Paul will prepare daily diaries, assist with monthly pay estimates, assist with contract administration and office engineering, keep photo documentation, perform employee interviews, review certified payrolls and monitor labor compliance, and be the eyes and ears in the field for all construction activities. He will keep a close eye on public and worker safety, traffic control, and make sure that the work is completed in accordance with the approved plans and specifications.

I will be the Project Manager who will provide oversight of technical and quality control issues on this project at no additional cost to the City. I will provide any needed coordination and technical support to the City and will manage the consultant contract with the City.

Ghirardelli Associates, Inc. is a Caltrans and DGS certified small, woman-owned business enterprise.

If you have any questions or wish to discuss anything contained here, please do not hesitate to contact me at (510) 451-4180 or cell phone (415) 717-2450.

Sincerely,

Jaemin Park, P.E.
Executive Vice President

Attachments

Ghirardelli Associates, Inc.

1067 Market Street
Suite 1024
San Francisco, CA 94103
(415) 864-4180
Fax (415) 864-4182

1970 Broadway
Suite 920
Oakland, CA 94612
(510) 451-4180
Fax (510) 451-4182

2375 Zanker Road
Suite 235
San Jose, CA 95131
(408) 435-5503
Fax (408) 435-5505

400 Vernon Street
Suite A
Roseville, CA 95678
(916) 781-0800
Fax (916) 781-0803

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)



12. NAME Paul Chui, P.E.	13. ROLE IN THIS CONTRACT Lead Assistant Resident Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION (City and State)
Ghirardelli Associates, Inc. (Oakland, California)

16. EDUCATION (DEGREE and SPECIALIZATION) B.S. Civil Engineering, U.C. Berkeley, 1980 M.S. Construction Management. Berkeley, 1981	17. CURRENT PROFESSIONAL REGISTRATION (STATE and DISCIPLINE) Registered Civil Engineering, California, Lic. No. C37992 CA Contractor License
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Mr. Chui has over 30 years experience in the engineering and construction fields. His work includes being a project manager, quality control manager, quality assurance engineer, civil design engineer and a project coordinator. Work responsibilities included planning and controlling team activities, approving change orders, supervising field construction personnel and developing and monitoring project schedules.

Skills: Extensive experience with CPM schedules, project controls and costs, quality control/quality assurance, preparing reports, planning resource allocations on personnel and negotiating contract change orders. He has also supervised inspection staff, analyzed construction claims, prepared claim reports and has partnered with outside agencies.

Technical Knowledge: Familiar with the Caltrans Standard Specifications, Standard Plans, Uniform Building Code and the "Greenbook" Standard Specifications for Public Works Construction. His expertise and knowledge have had a positive impact on projects he is associated with through value engineering design changes, successful claims negotiations, partnering with the contractors and other agencies. Mr. Chui has built his career on accepting and successfully completing challenging projects.

Certifications: XX

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Buchanan Field Airport Runway 1L-19R Rehabilitation Project (Concord, CA)	5/12 to 7/12	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm \$2.8 M. Resident Engineer. Agency: Contra Costa County/Buchanan Field Airport. Scope: Construction management services provided on this runway rehabilitation project constructed to FAA standards. Approximately 3500 LF of runway. Over 9500 tons of HMA. Over 50,000 SY of runway grooving. AC /PFC pavement cold milling. Relocate airfield guidance signs. Install underground electrical conduits and duct banks. Dedicated staging areas. PLA (Project Labor Agreement). Heavy traffic/traffic control. Over 30,000 SY of cold in place recycled pavement. CIR recycling agent. Asphalt rejuvenating seal. FAA funding specific labor and material testing compliance. Responsibilities: Quality assurance of contractor's work. Preparation of daily diaries. Assisting with monthly pay estimates. Contract administration. Office engineering. Photo documentation. SWPPP management and BMPs		
Freeway Overhead Signs for 880/237 Connector (Milpitas, CA)	9/11 to 12/11	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm \$2 M. Assistant Resident Engineer/Construction Inspector. Agency: Santa Clara VTA. Scope: Installation of freeway overhead signs to alert motorists of the added HOV lane. Responsibilities: Inspection of temporary barricades to establish work zones. Installed CIDH piers for the overhead signs, trenched electrical conduits along shoulder and directional bored across freeway to supply power to the signs. Oversaw installation of crash cushions and metal beam guardrails along the freeway shoulder. Assisted the Resident Engineer with progress payments and contract change orders (CCO) and performed SWPPP inspections. Coordinated lane closures and ensured timely completion to re-open lanes to morning commute traffic.		

(1) TITLE AND LOCATION (<i>City and State</i>) Oyster Point Ferry Terminal: ✓ <i>Package 2, Structures</i> ✓ <i>Package 3, Float and Gangway</i> (South San Francisco, CA)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2/11 to 6/11	CONSTRUCTION (<i>if applicable</i>)

(3) BRIEF DESCRIPTION (*Brief scope, size, cost, etc.*) AND SPECIFIC ROLE Check if project performed with current firm

A \$20.9 M. Assistant Resident Engineer/Construction Inspector. Agency: Water Emergency Transportation Authority (WETA). Scope: Provided inspection and administration support services for the construction of this new marine facility installation.

Responsibilities: For Package 2, Structures: Design and construct the shore side structures for the ferry terminal. Pile supported 150 ft concrete viewing terrace with ramps to shore. Pile supported 200 ft concrete pier with tensioned fabric roof. Parking lot, bus pad, electronic fair systems. Package 3, Float and Gangway: Design and construct floating portion of the ferry terminal including ramp (gangway) to package 2 structures. Concrete float (115' x 45') with 4 guide piles. 4 dolphin piles driven to tip depths of approximately 110'. Fixed and hydraulically operated movable transfer ramps. Emergency generator; and Tensioned fabric roof.

(1) TITLE AND LOCATION (<i>City and State</i>) 2009 Pavement Rehabilitation (Richmond, CA)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008 to Present	CONSTRUCTION (<i>if applicable</i>)

(3) BRIEF DESCRIPTION (*Brief scope, size, cost, etc.*) AND SPECIFIC ROLE Check if project performed with current firm

A \$4.3 M. Construction Manager. Agency: City of Richmond. Scope: Provided design management for the City's pavement management plan and implementation of a pavement management program based on the plan. Rehabilitation of existing asphalt concrete pavement throughout the City, which includes base failure repairs; crack sealing; chip sealing, slurry sealing, wedge and conform grinding; milling of existing asphalt concrete; removal of surfacing and base; overlaying using conventional asphalt concrete and rubberized hot mix asphalt; constructing concrete ADA curb ramp, driveway, curb and gutter; placement of striping and installing traffic signal detector loops.

Responsibilities: Ghirardelli Associates moderated during the design process, developed the procurement package, supported the City through selection and bid protests and is managing the construction work through active involvement with day to day activities on the project sites to ensure quality work and accurate billing in compliance with the contract documents.

Implemented weekly update meetings to assess and inform the City regarding project wellness. Contractor provides a 3-week look ahead schedule which alerts advance notice and allows us to review schedule impact to minimize disruption to project progress and ultimately costs. Additionally, these meetings provide the City with accurate intelligence to post through Twitter for public outreach and community awareness. Due to other City projects ongoing and upcoming we can minimize conflicts between various city departments and their respective contracts.

Mr. Chui performed daily inspections of contractor's work to verify compliance with contract plans and specifications. Detailed records and quantity calculations are tracked to verify contractor's requests for progress payments. All activities, throughout the life of the project, are recorded and file. We utilize project documentation to generate weekly and monthly wellness reports in order to communicate effectively with City Representatives and manage the project effectively. Over 80% of the efforts by the Construction Manager and Inspector are direct quality assurance activities related to the contractor's work product in the field.

At this time there are no claims; however, if these services are required, Paul will review and negotiate all project claims, including contractor correspondence, review project specification to determine if contractor's claim has merit and lead efforts to support the agency's position.

Project scheduling support services, including development, review, maintenance and recommendations to accelerate or minimize delays

(1) TITLE AND LOCATION (<i>City and State</i>) On-Call Construction Management Services (Richmond, CA)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008 to Present	CONSTRUCTION (<i>if applicable</i>)
(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>\$2 M. Project Management. Agency: City of Richmond. Scope: Manage a variety of deferred maintenance projects including, lighting replacement, paving repairs, irrigation system replacement, rip rap replacement and reconstruction of concrete steps.</p> <p>A Responsibilities: Defining the scope, developing cost estimates and specifications, procurement management, construction management and development of follow on maintenance programs. Further responsibilities include coordination between various city agencies, regulatory agencies, design consultants and neighborhood organizations.</p> <p>No claims; all potential project issues resolved before contract completion.</p> <p>Project scheduling support services, including development, review, maintenance and recommendations to accelerate or minimize delays.</p>		
(1) TITLE AND LOCATION (<i>City and State</i>) SFOBB Self-Anchored Suspension (SAS) Span (San Francisco, CA)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 1/07 to 12/07	CONSTRUCTION (<i>if applicable</i>)
(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>\$200 M & 1.4 B. Assistant Resident Engineer. Agency: Caltrans, D4. Scope: Responsible for renovations and new office projects. The Control Center is an existing facility and the offices are comprised of new DOH approved modular custom-built units.</p> <p>B Responsibilities: Managed a \$2 million budget for various construction activities. He coordinated work activities to minimize conflict with different trades; monitored hazardous material removal, performed final walkthrough and established punch list items, performed periodic field inspections and witnessed contractor tests to ensure compliance with plans and specs. He also monitored project costs and budget, reviewed and approved invoices, reviewed and negotiated change orders, prepared meeting agenda and chaired weekly meetings with internal staff and outside subcontractors.</p> <p>No claims; all potential project issues resolved before contract completion</p> <p>Project scheduling support services, including development, review, maintenance and recommendations to accelerate or minimize delays.</p>		
(1) TITLE AND LOCATION (<i>City and State</i>) Oakland International Airport Terminal 2 Construction, Port of Oakland (Oakland, CA)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 1/06 to 12/06	CONSTRUCTION (<i>if applicable</i>)
(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>C \$100 M. Quality Control Manager. Agency: Port of Oakland. Scope: Renovation of the existing Terminal 2– added mechanical room, installed new mechanical and electrical systems, put in a new baggage conveyor system. This project also expanded the existing Southwest terminal. Work was divided into 13 sections with activities going on in different sections simultaneously.</p> <p>Responsibilities: Resolved an ongoing list of non-conformances on the project, some of them dated more than a year old. He worked with the Owner's special inspector to make sure work was done per plans and specifications; and performed inspections, reinforcing for concrete slabs and walls, structural steel, fireproofing , Cement-Treated Base (CTB) etc for quality control. Mr. Chui worked with the general contractor superintendents to ensure the contractor testing and inspection plan was implemented properly; and reviewed and submitted the daily superintendent reports to the owner on a weekly basis.</p>		

D	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
	Capital Improvement Projects ✓ Wet Weather Phase I, Sewer Line & Pump Station Upgrade, \$20 M ✓ Landslide Repair, Junipero Serra Blvd., \$3.5 M ✓ Seismic Retrofit & Upgrade of Fire Stations, Approx. \$1 M (per station) (South San Francisco, CA)	PROFESSIONAL SERVICES 1/02 to 12/05	CONSTRUCTION (<i>if applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	\$4 M. Construction Inspection. Agency: City of South San Francisco. Scope: Wet Weather Phase I, Sewer Line & Pump Station Upgrade, \$20 M, Landslide Repair, Junipero Serra Blvd., \$3.5 M, and Seismic Retrofit & Upgrade of Fire Stations, ranging \$1 M (per station). Responsibilities: Resolving outstanding field issues with contractors; and overseeing on-site improvements of a residential subdivision, pipeline replacement and pump station upgrade.		
E	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
	Sewer Replacement & Pump Station Upgrade (South San Francisco, CA)	PROFESSIONAL SERVICES 1/05 to 12/06	CONSTRUCTION (<i>if applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	\$2.5 M. Construction Inspector/Construction Manager. Agency: City of South San Francisco. Scope: Coordinating testing and construction management of a 15" sewer line replacement and pump station upgrade. Responsibilities: Inspection and making sure the work was done in accordance with plans and specifications. He was also responsible for heavy traffic control and ensured the general contractor was in compliance with OSHA safety regulations.		
F	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
	BART UPS (Uninterruptible Power Supply) Upgrade (South San Francisco, CA)	PROFESSIONAL SERVICES 1/01 to 12/02	CONSTRUCTION (<i>if applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	\$1.7 M. Project Manager. Agency: BART. Scope: Replacing batteries and UPS at various stations. Responsibilities: Worked under tight schedule and constraint. Provide project schedule, submittals, RFI. Procure and coordinate material delivery. Submit progress payment and cost estimates, review and approve invoices. Attend progress meeting; negotiated change orders. Supervise field crew and subs.		
F	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
	BART AATC(Advanced Automatic Train Control) (South San Francisco, CA)	PROFESSIONAL SERVICES 1/01 to 12/02	CONSTRUCTION (<i>if applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	\$2.1 M. Project Manager. Agency: BART. Scope: Installing telecom equipments along BART tracks during non-revenue hours. Responsibilities: Work under tight schedule and constraint. Provide project schedule, submittals, RFI. Submit progress payment and cost estimates, review and approve invoices. Attend progress meeting; negotiated change orders. Supervise field crew.		
F	(1) TITLE AND LOCATION (<i>City and State</i>)	(2) YEAR COMPLETED	
	HSQ Technology (South San Francisco, CA)	PROFESSIONAL SERVICES 1/00 to 12/02	CONSTRUCTION (<i>if applicable</i>)
	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	\$XX M. Project Manager. Scope: Mr. Chui was responsible for various projects in the private and public sector. Responsibilities: Planning and controlling team activities, overseeing project cash flow and expenditures, negotiating and approving change orders, supervising field construction personnel and developing and monitoring project schedules.		

(1) TITLE AND LOCATION (<i>City and State</i>) Pacific, Gas & Electric (PG&E) (San Francisco, CA)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 1/83 to 12/00	CONSTRUCTION (<i>if applicable</i>)
(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
<p>Mr. Chui was employed by Pacific Gas and Electric for 17 years. During his employment, Mr. Chui went from a civil design engineer up to a major project manager. His activities included the following:</p> <p>Major Project Manager, 1998 – 2000: As a major project manager, Mr. Chui was responsible for defining project scopes, budgets and schedules, worked with the land department on utility assessments, coordinated with various municipalities on major relocation projects and reviewed and approved contact documents.</p> <p>G Gas Planning Engineer, 1993 – 1998: As a gas planning engineer, Mr. Chui provided operational guidelines for pipeline operations, custom designed a visual basic application program to minimize fuel consumption for gas compressors which resulted in an annual savings of \$500,000 to PG&E and performed technical analysis on curtailment issues.</p> <p>Quality Assurance Engineer, 1991 – 1993: As a quality assurance engineer, Mr. Chui assumed a proactive role in identifying and resolving compliance issues with interfacing organizations, revise testing procedures for quality control and reviewed technical problem reports and performed root cause analysis on projects.</p> <p>Civil Design Engineer, 1983 – 1991: As a civil design engineer, Mr. Chui performed a variety of structural calculations for company facilities ranging from wood frame to steel and concrete structures. He also provided direction to drafters and junior engineers to produce design drawings, reviewed and approved vendor and consultant drawings and conducted spill containment feasibility studies and prepared cost summary reports.</p>		
(1) TITLE AND LOCATION (<i>City and State</i>) Great Texas Development Co (Plano, Texas)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 1/82 to 12/82	CONSTRUCTION (<i>if applicable</i>)
(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
<p>\$XX M. Project Coordinator. Agency: XX. Scope: XX.</p> <p>Responsibilities: Supervised field construction personnel for shopping center projects, administered contracts and reviewed progress payments, acted as a liaison between the developer and nearby residents and represented the company in public hearings.</p>		

EXHIBIT 'B'



1970 Broadway, Suite 920
Oakland, CA 94612
(510) 451-4180 fax (510) 451-4182

**Cost Estimate
Construction Management/Inspection Services for
City's Paving Project
City of San Rafael**

Name	Position	Hourly Rate	OT Rate	DT Rate
Paul Chui, P.E.	Construction Manager/Inspector	\$130.59	\$130.59	\$130.59

NOTES:

1. Hourly rates include vehicle and cell phone.



San Rafael

Agenda Item No: 3.g

Meeting Date: November 5, 2012

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: *Wade M...*
Director of Public Works (LB)

City Manager Approval *J. Marshall*

File No. 16.01.263

SUBJECT: ACCEPT COMPLETION OF THE CITYWIDE STREET RESURFACING 2012 CURB RAMPS, CITY PROJECT NO. 11204, AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION.

RECOMMENDATION:

Staff recommends that the City Council accept completion of the project and authorize the City Clerk to file the Notice of Completion.

BACKGROUND:

In June 2012, the City of San Rafael procured funding from Caltrans for roadway rehabilitation of approximately 3.1 miles of City streets. The following roadway segments will be resurfaced within the next year:

- Fifth Avenue from B Street to H Street;
- Bellam Boulevard from Woodland Avenue (City Limits) to I-580 Ramps;
- Bellam Boulevard from Kerner Boulevard to Windward Way;
- D Street from Antonette Avenue to Second Street; and
- Mission Avenue from Union Street to H Street.

Current Americans with Disabilities Act (ADA) design standard mandates that altered (i.e. resurfaced) roads must include curb ramps or sloped areas at any intersection to provide access for pedestrians. Therefore, in anticipation of resurfacing the above noted streets, this project includes installation of 15 new compliant curb ramps, two driveways at Falkirk Cultural Center, a sidewalk extension on Bellam Boulevard at Vista Del Mar, and storm drainage improvements.

The design of the project was completed by City of San Rafael Department of Public Works engineering staff. On May 21, 2012, the City Council adopted the plans and specifications. The project was advertised in accordance with the City of San Rafael's Municipal Code and policies on May 25, 2012. Bids were opened on June 14, 2012 at 10:00 AM and read aloud. On July 2, 2012, the City Council adopted a resolution authorizing the Public Works Director to enter into an agreement with the low bidder, Fieldstone Construction Company, and construction commenced on July 30, 2012.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

PROJECT UPDATE:

Construction was completed on October 5, 2012. Due to the controversy of the tree removals included in the original project plans, the removal of the trees and installation of the ramp on the southwest corner of the intersection of D Street and Taylor Street was postponed to a point where it had to be removed from the construction contract. The City has therefore hired another contractor (Ghilotti Construction Company) to perform the removal of tree and install a new curb ramp at this location. The cost for this additional work is \$17,900.00. The total construction cost, including utility relocations and reimbursable work for private property owners and including the cost for the second contract for the installation of the D/Taylor Curb Ramp is \$219,590.42; after reimbursement for the utility and private property work, the total City cost is \$211,824.42.

This amount falls below the originally authorized construction budget of \$250,000.00.

PROJECT SUMMARY:

<u>Category</u>	<u>Amount</u>
Construction	
Contract Amount based on Estimated Quantities	\$214,372.50
Actual Contract Amount based on Measured Quantities*	\$201,079.50
Additional Construction Contract for D/Taylor Curb Ramp	\$17,900.00
Change Orders*	\$610.92
Subtotal*	\$219,590.42
Anticipated Reimbursements from Utility Companies and Private Property Owners	-7,766.00
Total Construction Cost	\$211,824.42

*Includes the 5% retention to be paid 35 days after Notice of Completion is filed.

The following summarizes the project milestones and working days:

<u>Item</u>	<u>Date</u>	<u>Working Days</u>
Date of Contract	July 2, 2012	-
Date of Notice to Proceed	July 23, 2012	-
Construction Work Commencement	July 30, 2012	-
All Work Complete	October 5, 2012	49
Working Days Allowed by Contract		30
Working Days Allowed by Change Order		12
Working Days Allowed by Extension		7
Non-Working Days Due to Weather		0
Actual Working Days Allowed		49

All work was completed within the amount of working days specified. We recommend acceptance of the project and recordation of a Notice of Completion.

ANALYSIS:

Pursuant to Civil Code Section 3093 the City, owner of the improvements, is required to record a Notice of Completion upon acceptance of the improvements by the City. This acceptance initiates a time period during which project sub-contractors may file Stop Notices seeking payment from the City out of the funds owed to the Contractor for the project work.

ACTION REQUIRED:

Accept completion of the Citywide Street Resurfacing 2012 Curb Ramps, City Project No. 11204, and authorize the City Clerk to file a Notice of Completion.

Enclosures: Notice of Completion

When recorded mail to:

City of San Rafael
Esther C. Beirne, City Clerk
1400 Fifth Avenue
P. O. Box 151560
San Rafael, CA 94915-1560

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF SAN RAFAEL
NOTICE OF COMPLETION OF IMPROVEMENT**

TO ALL PERSONS WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN for and on behalf of the City of San Rafael, County of Marin, State of California, that there has been a cessation of labor upon the work or improvement and that said work or improvement was completed upon the 5th day of **October, 2012** and accepted the 5th day of **November 2012**; that the name, address and nature of the title of the party giving this notice is as follows: The City of San Rafael, a municipal corporation, in the County of Marin, State of California, within the boundaries of which said work or improvement was made upon land owned by said City and/or over which said City has an easement; that said work or improvement is described as follows:

**CITYWIDE STREET RESURFACING 2012 CURB RAMPS
CITY PROJECT #11204**

and reference is hereby made for a further description thereof to the plans and specifications approved for said work or improvements now on file in the office of the City Clerk of said City, and said plans and specifications are hereby incorporated herein by reference thereto; and that the name of the Contractor who contracted to perform said work and make such improvement is

FIELDSTONE CONSTRUCTION COMPANY

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Rafael, California, on _____, 20__.

CITY OF SAN RAFAEL
A Municipal Corporation

By
NADER MANSOURIAN
Public Works Director

STATE OF CALIFORNIA
COUNTY OF MARIN

On this _____ day of _____, 20__, before me, ESTHER C. BEIRNE, City Clerk of the City of San Rafael, County of Marin, State of California, residing therein, personally appeared NADER MANSOURIAN, (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____
ESTHER C. BEIRNE, City Clerk



San Rafael

Agenda Item No: 3.h
Meeting Date: November 5, 2012

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: **Public Works**

Prepared by: [Signature]
Public Works Director (HY)

City Manager Approval: [Signature]

File No.: 16.01.259

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AWARDING A CONTRACT FOR THE ADA-DOJ CURB RAMPS 2012-2013 PROJECT, CITY PROJECT NO. 15006, TO COASTSIDE CONCRETE IN THE AMOUNT OF \$189,866.25.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution awarding the contract to Coastside Concrete in the amount of \$189,866.25 for the base bid and alternate bid items 1 and 2.

BACKGROUND:

In August of 2004, the City of San Rafael entered into a Settlement Agreement with the Federal Department of Justice (DOJ) to address a lack of compliance with the Americans with Disabilities Act (ADA) and related accessibility issues in City owned facilities and the public right-of-way. A portion of the agreement calls for the City of San Rafael to construct curb ramps or sloped areas at any intersection to provide access for pedestrians. In 2004, Public Works identified a backlog of approximately 800 curb ramps requiring construction.

The proposed project includes construction of 16 new ADA compliant curb ramps and storm drainage improvements primarily in the Terra Linda area. The design of the project was completed by City of San Rafael Department of Public Works engineering staff.

On October 1, 2012, the City Council adopted the plans and specifications and authorized the City Clerk to call for bids. The project was advertised in accordance with San Rafael's Municipal Code and policies on October 3, 2012, and sealed bids were publicly opened and read aloud on October 25, 2012 at 1:30 PM. The base bid was used for comparison of prices and award of the contract. The engineer's estimate was \$232,000 for the base bid while the engineer's estimate for alternate bid items 1 and 2 were \$4,000 and \$1,500, respectively.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

The following seven base bids were received:

<u>NAME OF BIDDER</u>	<u>AMOUNT</u>
Coastside Concrete	\$170,866.25
Rosas Brothers Construction	\$198,520.00
Fieldstone Construction Company	\$226,385.00
Ghilotti Brothers, Inc.	\$227,947.00
JJR Construction	\$249,167.50
WR Forde Associates	\$263,630.00
Wickman Development & Construction	\$336,770.42

ANALYSIS:

The low base bid from Coastside Concrete of \$170,866.25 plus alternate bid items 1 and 2 of \$12,500.00 and \$6,500 respectively, falls within the allocated project budget.

FISCAL IMPACT:

This project is supported by the following revenue sources:

REVENUE

Source	Amount	Note(s)
Community Development Block Grant 11/12	\$33,609.00	Grant provides 100% reimbursement
Community Development Block Grant 12/13	\$222,242.00	Grant provides 100% reimbursement
Total Available Funds	\$255,851.00	

To date, a total of \$34,149.91 has been charged to this project to collect topographic survey and for plan and specification reproduction. The remaining project expenses include the construction to be performed by Coastside Concrete and a recommended contingency of approximately 17% for construction resulting in a total construction cost of \$221,701.09 and a total project cost of \$255,851.00. The following table summarizes the expenses associated with this project:

EXPENSES

Category-Eden Expense Code	Amount	Notes
Already Charged Expenses		
Design and Consultation-01	\$33,315.00	Topographic Survey
Supplies & Services-07	\$834.91	Reproduction of Plans and Specifications
Already Charged Expenses Subtotal	\$34,149.91	
Remaining Expenses		
Construction-02	\$170,866.25	Base Bid Contract Amount
	\$12,500.00	Alternate Bid Item 1 Contract Amount
	\$6,500.00	Alternate Bid Item 2 Contract Amount
	\$31,834.84	Contingency
Remaining Expenses Subtotal	\$221,701.09	
Total Project Cost	\$255,851.00	

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

We therefore request that the Council approve \$255,851.00 for the project.

OPTIONS:

The Council may choose not to award the contract and direct staff to rebid the project. Choosing this option may result in loss of grant funds.

ACTION REQUIRED:

Adopt resolution awarding contract to Coastside Concrete for the Base Bid amount of \$170,866.25 plus Bid Alternative Item 1 (\$12,500) and Bid Alternative Item 2 (\$6,500) for a total award amount of \$189,866.25.

Enclosures

1. Resolution
2. Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
AWARDING A CONTRACT FOR THE ADA-DOJ CURB RAMPS 2012-2013 PROJECT,
CITY PROJECT NO. 15006, TO COASTSIDE CONCRETE IN THE AMOUNT OF
\$189,866.25.**

WHEREAS, on the 3rd day of October, 2012, pursuant to due and legal notice published in the manner provided by law, inviting sealed bids or proposals for the work hereinafter mentioned, as more fully appears from the Affidavit of Publication thereof on file in the office of the City Clerk of the City of San Rafael, California, the City Clerk of said City did publicly open, examine, and declare all sealed bids or proposals for doing the following work in said City, to wit:

“ADA-DOJ Curb Ramps 2012-2013”

City Project No. 15006

In accordance with the plans and specifications therefore on file in the office of said City Clerk; and

WHEREAS, the bid of Coastside Concrete at the unit prices stated in its bid was and is the lowest and best bid for said work and said bidder is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Rafael, that the bid of Coastside Concrete is hereby accepted at said unit prices and that the contract for said work and improvements is hereby awarded to Coastside Concrete at the unit prices mentioned in said bid.

IT IS FURTHER ORDERED AND RESOLVED that the Public Works Director and the City Clerk of said City be authorized and directed to execute a contract with Coastside Concrete in a form approved by the City Attorney, for said work and to return the bidder's bond upon the execution of said contract.

RESOLVED, FURTHER, that the Public Works Director is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **ESTHER C. BEIRNE**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 5th day of November, 2012 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ESTHER C. BEIRNE, City Clerk

File No.: 16.01.259

City of San Rafael ♦ California

Form of Contract Agreement
for

ADA-DOJ Curb Ramps 2012-2013 City Project No. 15006

This Agreement is made and entered into this 5th day of November, 2012 by and between the **City of San Rafael** (hereinafter called **City**) and **Coastside Concrete** (hereinafter called **Contractor**). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

I - Scope of the Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the plans and described in the specifications for the project entitled: **ADA-DOJ Curb Ramps 2012-2013, City Project No. 15006**, all in accordance with the requirements and provisions of the Contract Documents as defined in the General Conditions which are hereby made a part of this Agreement. The liability insurance provided to City by Contractor under this contract shall be primary with respect to any other insurance available to the City.

II - Time of Completion

- (a) The work to be performed under this Contract shall be commenced within **FIVE (5) WORKING DAYS** after the date of written notice by the City to the Contractor to proceed.
- (b) All work, including punchlist items, shall be completed within **TWENTY-FIVE (25) WORKING DAYS** and with such extensions of time as are provided for in the General Conditions.

III - Liquidated Damages

It is agreed that, if all the work required by the contract is not finished or completed within the number of calendar days as set forth in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the sum of **\$1,500** for each and every working day's delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

IV - The Contract Sum

The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units of work in the following schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
1.	Signs and Traffic Control	1	LS	\$7,500.00	\$7,500.00
2.	Clearing and Grubbing	1	LS	\$20,000.00	\$20,000.00
3.	Minor Concrete – Minor Structures				
	a. Type A Curb & Gutter	750	LF	\$30.00	\$22,500.00
	b. 6-inch Thick PCC Driveway	40	SF	\$10.00	\$400.00
	c. 4-inch Thick PCC Sidewalk	1,550	SF	\$10.00	\$15,500.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID (CONTINUED)					
	d. Curb Ramp – Case A	1	EA	\$2,500.00	\$2,500.00
	e. Curb Ramp – Case C	13	EA	\$2,500.00	\$32,500.00
	f. Curb Ramp – Modified Case C	2	EA	\$2,750.00	\$5,500.00
	g. Type E Catch Basin	5	EA	\$1,200.00	\$6,000.00
	h. Storm Drain Manhole	2	EA	\$3,000.00	\$6,000.00
4.	Asphalt Concrete	150	TON	\$185.00	\$27,750.00
5.	Storm Drain Pipe	115	LF	\$125.00	\$14,375.00
6.	Roadside Sign and Post	6	EA	\$400.00	\$2,400.00
7.	Traffic Stripes and Pavement Markings				
	a. Pavement Markings	925	SF	\$7.25	\$6,706.25
	b. Detail 22 Traffic Stripe	50	LF	\$3.50	\$175.00
	c. Paint Curb Red	265	LF	\$4.00	\$1,060.00
SUBTOTAL BASE BID					\$170,866.25
ALTERNATE BID ITEM 2					
1.	Drainage Improvements at 1002 Del Ganado Road	1	LS	\$12,500.00	\$12,500.00
2.	Drainage Improvements at 98 Duran Drive	1	LS	\$6,500.00	\$6,500.00
SUBTOTAL ALTERNATE BID ITEMS 1 & 2					\$19,000.00
GRAND TOTAL					\$189,866.25

V - Progress Payments

- (a) On not later than the 6th day of every month the Public Works Department shall prepare and submit an estimate covering the total quantities under each item of work that have been completed from the start of the job up to and including the 25th day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the City and/or Contractor .
- (b) As soon as possible after the preparation of the estimate, the City shall, after deducting previous payments made, pay to the Contractor 95% of the amount of the estimate as approved by the Public Works Department.
- (c) Final payment of all moneys due shall be made within 15 days after the expiration of 35 days following the filing of the notice of completion and acceptance of the work by the Public Works Department.
- (d) The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

VI - Acceptance and Final Payment

- (a) Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall within 5 days make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he will promptly issue a Notice of Completion, over his own signature, stating that the work required by this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 15 days after the expiration of 35 days following the date of recordation of said Notice of Completion.

- (b) Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- (c) The Contractor shall provide a "Defective Material and Workmanship Bond" for 50% of the Contract Price, before the final payment will be made.
- (d) The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from any of the following: (1) unsettled liens; (2) faulty work appearing within 12 months after final payment; (3) requirements of the specifications; or (4) manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
- (e) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the City shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

IN WITNESS WHEREOF, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

ATTEST:

CITY OF SAN RAFAEL:

Esther C. Beirne
City Clerk

Nader Mansourian
Public Works Director

APPROVED AS TO FORM:

CONTRACTOR:

Robert F. Epstein
City Attorney

For: Coastside Concrete

File No.: 16.01.259



CITY OF SAN RAFAEL
*Department of
Public Works*

MAYOR
Gary O. Phillips

VICE MAYOR
Marc Levine

COUNCIL MEMBERS
Damon Connolly

Barbara Heller

Andrew Cuyugan McCullough

INSURANCE REQUIREMENTS SHEET

SUBJECT: **WORKERS' COMPENSATION AND PUBLIC LIABILITY PROPERTY DAMAGE INSURANCE (PUBLIC WORKS CONTRACTS)**

The City of San Rafael requires that all Contractors and Subcontractors performing work under a Public Works contract with the City, carry workers' compensation insurance, public liability insurance and property damage insurance. The public liability insurance and property damage insurance shall insure the City, its elective and appointive Boards, Commissions, Officers, Agents and Employees, as follows:

Public Liability: Not less than **\$500,000** per person and **\$1,000,000** for one occurrence.

Property Damage: Not less than **\$500,000** for one occurrence.

The required insurance may be provided by a separate policy insuring the City and County, its elective and appointive Boards, Commissions, Officers, Agents and Employees or, if the contractor already has insurance, he may provide the City with the required insurance by submitting a certificate of insurance and a standard form of additional insured endorsement. For this latter purpose, the City will accept the following:

"IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY OF SAN RAFAEL AND COUNTY OF MARIN, its officers, agents and employees, are additional insureds hereunder but only as respects liability arising out of the land and/or property and/or work described in the Public Works contract for the project entitled, **ADA-DOJ Curb Ramps 2012-2013, City Project No. 15006** between the City of San Rafael and **Coastside Concrete** for the work and the improvements described therein."

The contractor shall provide satisfactory evidence to the City that the required liability insurance is primary and excess of any other insurance available to the City.

Evidence of satisfactory insurance must be furnished to the City at the time of the execution of the Public Works contract together with evidence that the insurance carrier will not cancel or reduce the coverage of the policy without first giving the City at least thirty (30) days prior notice. Such notice shall be sent to:

CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS
111 Morphew Street
SAN RAFAEL, CA 94901

CITY OF



San Rafael

Agenda Item No: 7.a

Meeting Date: November 5, 2012

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
AGENDA REPORT**

Department: FINANCE

Prepared by: Van Bach, *VB*
Accounting Supervisor

City Manager Approval: *N. Muehle*

SUBJECT: INVESTMENT REPORT FOR THE THIRD QUARTER 2012

RECOMMENDATION: ACCEPT INVESTMENT REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2012, AS PRESENTED

BACKGROUND:

Pursuant to the State of California Government Code Section 53601, the City's investment policy, last reviewed and approved by the Board on June 4, 2012, required staff to provide the governing body a report on the City's investment activities. The report outlines the investment activity for the preceding quarter. Included on the report are the cost of each investment, the interest rates (yield), maturity dates, and market value. Separate schedules are prepared for both the City and the Successor Agency to San Rafael Redevelopment Agency.

ANALYSIS:

The proceeds of the 2002 Tax Allocation Refunding Bonds are invested with the Local Agency Investment Fund (LAIF) for future projects or administrative costs. The ending cash balance of this investment account at month end was \$1,133,396.

The other LAIF account \$701,847 contains funds for future administrative expenses and funds from the refunding of the 1999 bonds for project use. These resources are intended to provide sufficient operating capital in order to finance the Agency. The LAIF contains housing funds, set aside as required by law for affordable housing uses.

The remaining unspent portion of 1999 bond proceeds are held an account with U. S. Bank \$1,340,615. These funds will be use either to reimburse project expenditures or make payment on the 1999 bonds.

FOR AGENCY SECRETARY ONLY

File No.: _____

Agency Meeting: _____

Disposition: _____

The refunding of the callable portion of the 1999 Project Tax Allocation Bonds in December 2009 produced additional proceeds of \$829,000 (held in the LAIF account). The additional proceeds may be used to make street and parking improvements and other projects to benefit the Project Area. The proceeds were also used to pay for the issuance costs associated with the Series 2009 Bonds.

The San Rafael Successor Agency for the San Rafael Redevelopment Agency checking account, which is used for the weekly disbursements, had a balance of \$204,613 at month end. Rates of return on the LAIF pools are intended to be liquid, and could produce about a .38% investment returns for the third quarter of 2012.

FISCAL IMPACT:

No financial impact occurs by adopting the report. The Successor Agency continues to meet the priority principles of investing - safety, liquidity and yield in this respective order. The portfolio remains conservatively invested. Sufficient liquidity exists to meet daily capital project requirements for the next six months.

RECOMENDED:

The Board should accept and file the investment report as presented.

TREASURER'S CERTIFICATION

I CERTIFY THAT ALL INVESTMENTS MADE ARE IN CONFORMANCE WITH THE CITY OF SAN RAFAEL'S APPROVED INVESTMENT POLICY AND STATE INVESTMENT REGULATIONS. THE AGENCY HAS SUFFICIENT LIQUIDITY TO MEET ALL OF THE OBLIGATIONS REQUIRED DURING THE NEXT SIX-MONTH PERIOD.



MARK MOSES
INTERIM FINANCE DIRECTOR

SUCCESSOR AGENCY TO SAN RAFAEL REDEVELOPMENT AGENCY

CASH and INVESTMENTS
7/31/12

ISSUER	PURCHASE TYPE	MATURITY DATE	YIELD ⁵	PURCHASE PRICE	PAR VALUE	MARKET VALUE ¹	Days to Maturity	% OF TOTAL ⁴		
GOVERNMENT AGENCY ISSUES:										
								0.00%		
Total Custodial Investments										
MANAGED POOL ACCOUNTS:										
2002 TAX ALLOCATION										
REFUNDING BONDS*	SP	OPEN	OPEN	0.36	\$ 1,133,396.00	\$ 1,133,396.00	\$ 1,133,396.00	1		
STATE POOL *	SP	OPEN	OPEN	0.36	\$ 1,847.27	\$ 1,847.27	\$ 1,847.27	1		
U. S. BANK 1999 PROJECT SERIES		OPEN	OPEN	-	\$ 1,340,614.74	\$ 1,340,614.74	\$ 1,340,614.74			
UNION BANK-JPA 2003A IMPROVEMENT FUND		OPEN	OPEN	0.01	\$ 266.61	\$ 266.61	\$ 266.61	1		
U. S. BANK 2009 PROJECT TAX REFUNDING EXPENSE		OPEN	OPEN	0.00	\$ 8,752.65	\$ 8,752.65	\$ 8,752.65	1		
							³ \$ 2,484,877.27	\$ 2,484,877.27	\$ 2,484,877.27	72.49%
TOTAL INVESTMENTS				³	2,484,877.27	2,484,877.27	2,484,877.27			
CASH ACCOUNTS:										
WESTAMERICA*	DD	N/A	N/A		\$ 943,223.33	\$ 943,223.33	\$ 943,223.33	1 27.51%		
TOTAL CASH & INVESTMENTS					\$ 3,428,100.60	\$ 3,428,100.60	\$ 3,428,100.60	100.00%		

% Portfolio held 1 year or less

100%

1 year	2 years	3 years	4 years	5 years or more
\$ 3,428,101	\$ -	\$ -	\$ -	\$ -

¹ Source = safekeeping agent

² Weighted average days to maturity

³ Annualized yield to Market

⁴ based on PAR Value

⁵ Market Yield

Combination of improvement funds & cost of issuance

TYPE:

BA = Bankers Acceptance

DD = Demand Deposit (Checking)

GA = Government Agency

NT = Medium Term Note

TN = US Treasury Note

GIC - Guaranteed Investment Contract

SP - State Pool - various instruments

* Transferred to City of San Rafael as Successor Agency to the San Rafael Redevelopment Agency

SUCCESSOR AGENCY TO SAN RAFAEL REDEVELOPMENT AGENCY

CASH and INVESTMENTS
8/31/12

ISSUER	TYPE	PURCHASE DATE	MATURITY DATE	YIELD ⁵	PURCHASE PRICE	PAR VALUE	MARKET VALUE ¹	Days to Maturity	% OF TOTAL ⁴
GOVERNMENT AGENCY ISSUES:									
					-	-	-	-	0.00%
Total Custodial Investments					-	-	-		
MANAGED POOL ACCOUNTS:									
2002 TAX ALLOCATION									
REFUNDING BONDS*	SP	OPEN	OPEN	0.37	\$ 1,133,396.00	\$ 1,133,396.00	\$ 1,133,396.00	1	
STATE POOL *	SP	OPEN	OPEN	0.37	\$ 701,847.27	\$ 701,847.27	\$ 701,847.27	1	
U. S. BANK 1999									
PROJECT SERIES		OPEN	OPEN	-	\$ 1,340,614.74	\$ 1,340,614.74	\$ 1,340,614.74		
UNION BANK-JPA 2003A									
IMPROVEMENT FUND		OPEN	OPEN	-	\$ -	\$ -	\$ -	1	
U. S. BANK 2009									
PROJECT TAX									
REFUNDING EXPENSE		OPEN	OPEN	0.00	\$ 8,752.65	\$ 8,752.65	\$ 8,752.65	1	
					³ \$ 3,184,610.66	³ \$ 3,184,610.66	³ \$ 3,184,610.66		93.62%
TOTAL INVESTMENTS					³ \$ 3,184,610.66	³ \$ 3,184,610.66	³ \$ 3,184,610.66		
CASH ACCOUNTS:									
WESTAMERICA*	DD	N/A	N/A		\$ 217,022.97	\$ 217,022.97	\$ 217,022.97	1	6.38%
TOTAL CASH & INVESTMENTS					\$ 3,401,633.63	\$ 3,401,633.63	\$ 3,401,633.63		100.00%

% Portfolio held 1 year or less

100%

1 year	2 years	3 years	4 years	5 years or more
\$ 3,401,634	\$ -	\$ -	\$ -	\$ -

¹ Source = safekeeping agent

² Weighted average days to maturity

³ Annualized yield to Market

⁴ based on PAR Value

⁵ Market Yield

Combination of Improvement Fund & Cost of Issuance

TYPE:

BA = Bankers Acceptance

DD = Demand Deposit (Checking)

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SUCCESSOR AGENCY TO SAN RAFAEL REDEVELOPMENT AGENCY

CASH and INVESTMENTS

9/30/12

ISSUER	TYPE	PURCHASE DATE	MATURITY DATE	YIELD ⁵	PURCHASE PRICE	PAR VALUE	MARKET VALUE ¹	Days to Maturity	% OF TOTAL ⁴
<i>GOVERNMENT AGENCY ISSUES:</i>									
					-	-	-		0.00%
Total Custodial Investments					-	-	-		
<i>MANAGED POOL ACCOUNTS:</i>									
2002 TAX ALLOCATION									
REFUNDING BONDS*	SP	OPEN	OPEN	0.38	\$ 1,133,396.00	\$ 1,133,396.00	\$ 1,133,396.00	1	
STATE POOL *	SP	OPEN	OPEN	0.38	\$ 701,847.27	\$ 701,847.27	\$ 701,847.27	1	
U. S. BANK 1999									
PROJECT SERIES		OPEN	OPEN	-	\$ 1,340,614.74	\$ 1,340,614.74	\$ 1,340,614.74		
UNION BANK-JPA 2003A									
IMPROVEMENT FUND		OPEN	OPEN	-	\$ -	\$ -	\$ -	1	
U. S. BANK 2009									
PROJECT TAX									
REFUNDING EXPENSE		OPEN	OPEN	0.00	\$ 8,752.65	\$ 8,752.65	\$ 8,752.65	1	
				³	\$ 3,184,610.66	\$ 3,184,610.66	\$ 3,184,610.66		93.96%
TOTAL INVESTMENTS					³	3,184,610.66	3,184,610.66	3,184,610.66	
<i>CASH ACCOUNTS:</i>									
WESTAMERICA*	DD	N/A	N/A		\$ 204,613.45	\$ 204,613.45	\$ 204,613.45	1	6.04%
TOTAL CASH & INVESTMENTS						\$ 3,389,224.11	\$ 3,389,224.11	\$ 3,389,224.11	100.00%

% Portfolio held 1 year or less

100%

1 year	2 years	3 years	4 years	5 years or more
\$ 3,389,224	\$ -	\$ -	\$ -	\$ -

¹ Source = safekeeping agent

² Weighted average days to maturity

³ Annualized yield to Market

⁴ based on PAR Value

⁵ Market Yield

Combination of Improvement Fund & cost of issuance

TYPE:

BA = Bankers Acceptance

DD = Demand Deposit (Checking)

GA = Government Agency

NT = Medium Term Note

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GIC - Guaranteed Investment Contract

SP - State Pool - various instruments

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SAN RAFAEL SUCCESSOR AGENCY

AGENDA ITEM NO.: 7.b

MEETING DATE: November 5, 2012

AGENDA REPORT

Department: Economic Development

Prepared by: Mark Moses
Finance Director

Executive Director Approval: *N. Mahle*

**SUBJECT: RESOLUTION OF THE SAN RAFAEL SUCCESSOR AGENCY
APPROVING A REQUEST TO THE MARIN COUNTY BOARD OF SUPERVISORS TO
AUTHORIZE A TEMPORARY TRANSFER OF FUNDS**

RECOMMENDATION: Approve the request to the Marin County Board of Supervisors to authorize a temporary transfer of funds.

BACKGROUND: The San Rafael Redevelopment Agency ("SRRDA") issued bonds to fund capital improvements in the Redevelopment Project Area. SRRDA has three outstanding bond series, the 1999 Bonds, the 2002 Refunding Bonds, and the 2009 Refunding Bonds. The County of Marin has historically provided an internal County loan to address the Agency's December bond payment. In 2010 and 2011, the County requested the Redevelopment Agency to provide a resolution requesting the loan and the Agency complied. The County has made the same request for the 2012.

ANALYSIS: The bond payments are due in June and December, similar to other Redevelopment Agencies in the State. For Fiscal Year 2012-13, the first semi annual debt service payment for the 2002 Refunding Bonds and the 2009 Refunding Bonds totals \$ 3,021,731. There is no payment due on the 1999 bonds at this time. The funds must be on deposit with the Trustee by November 27th. In order to meet this deadline, the Successor Agency must have the funds by November 20, 2012.

The bond payments were listed on the Second Recognized Obligation Payment Schedule, which was approved by the State in May 2012 and on the Third Recognized Obligation Payment Schedule, which was approved by the State in October 2012.

FOR AGENCY SECRETARY ONLY

File No.: _____

Agency Meeting: _____

Disposition: _____

The Marin County Auditor Controller has indicated that tax increment for the bond payments will not be available until the December 10th property tax payments are processed. Therefore, the County will require a temporary transfer from other County funds to cover the debt service installment. The transfer will be from County funds and the County Auditor Controller is authorized to make such a transfer pursuant to Article XVI, Section 6 of the California Constitution. Article XVI, Section 6 of the California Constitution states that such temporary transfers cannot exceed 85% of the anticipated revenues accruing to the Successor Agency. The County Auditor Controller has stated that the transfer meets the requirements of the Law and has requested the San Rafael Successor Agency adopt a resolution requesting the County to make such a transfer.

FISCAL IMPACT: No direct fiscal impact occurs by adoption this resolution. The Successor Agency has received State approval for the Second and Third Recognized Obligation Payment Schedule for Fiscal Year 2012-13 in the amount of \$ 7,921,738. The County is proposing a transfer of \$3,021,731, which does not exceed 85% of the anticipated Agency revenues from the 2012-13 approved Recognized Obligation Payment Schedules.

RECOMMENDATION: Staff recommends the Board accept the report and approve the resolution requesting the Marin County Board of Supervisors authorize a temporary transfer of funds to pay the December 2012 installment of the SRRDA bonds.

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL SUCCESSOR AGENCY APPROVING A REQUEST TO THE MARIN COUNTY BOARD OF SUPERVISORS TO AUTHORIZE A TEMPORARY TRANSFER OF FUNDS

WHEREAS, the San Rafael Redevelopment Agency (the “**Agency**”) was established under the provisions of the Community Redevelopment Law (California Health and Safety Code § 33000 et seq.) (the “**CRL**”); and

WHEREAS, pursuant to the CRL the Agency issued its Tax Allocation Bonds Series 2002 and Series 2009 (the “**Bonds**”); and

WHEREAS, on June 28, 2011, the California Legislature adopted and the Governor signed, and in December 29, 2011, the California Supreme Court, in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, upheld, ABx1 26 (“**AB 26**”), legislation that amended the CRL and required that the Agency be dissolved on February 1, 2012; and

WHEREAS, AB 26 provides for payments on the Bonds from the Redevelopment Property Tax Trust Fund (the “**Trust Fund**”), which is held by the County; and

WHEREAS, the County Auditor Controller has stated there will be insufficient funds in the Trust Fund allocated to the Successor Agency for the first half of fiscal year 2012-2013 to meet its obligations to make the first debt service payment on the Bonds for fiscal year 2012-2013; and

WHEREAS, Article XVI, Section 6 of the Constitution of the State of California provides that it shall be the duty of the Treasurer of any County to make such temporary transfer from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any political subdivision whose funds are in his custody and are paid out solely through his office; and

WHEREAS, pursuant to Section 34183(c) of AB 26 the County Treasurer may loan any funds from the county treasury that are necessary to ensure prompt payments of redevelopment agency debts; and

WHEREAS, it is necessary that the sum of up to and not to exceed \$3,021,731.00 be transferred from the general fund in the custody of the County Treasurer to the Successor Agency on November 20, 2012, for the purpose of meeting the obligations incurred for maintenance purposes by the Successor Agency for the 2012-2013 fiscal year; and

WHEREAS, the amount to be transferred does not exceed eighty-five percent (85%) of the anticipated revenues accruing to the Successor Agency in the Trust Fund; and

WHEREAS, it has been the past practice of the County Treasurer to make a temporary transfer from County funds to the San Rafael Redevelopment Agency to make its first semi-annual debt service payment.

NOW, THEREFORE, BE IT RESOLVED that the City Council, acting as the Governing Board of the Successor Agency, hereby request the Marin County Board of Supervisors to authorize a temporary transfer of funds.

BE IT FURTHER RESOLVED that the outstanding balance of the County funds transferred is due and payable immediately on the earlier of (i) the receipt of Trust Fund revenues collected for the Successor Agency by the County or (ii) January 16, 2013.

I, **Esther C. Beirne**, Secretary to the Successor Agency, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael Successor Agency, held on Monday, the fifth day of November 2012, by the following vote, to wit:

AYES: Members:

NOES: Members:

ABSENT: Members:

Esther C. Beirne, Agency Secretary