



**AGENDA
REGULAR MEETING
CITY COUNCIL OF THE TOWN OF COLMA
Wednesday, July 24, 2024
Regular Session – 7:00 PM**

The City Council meeting will be held in person in the City Council Chambers. The Town will only accept public comments from the public attending in person and will not accept public comments via Zoom.

As a courtesy and technology permitting, the meeting can also be viewed/heard via Zoom Video Conference, but no public comment will be allowed or accepted by the Town via Zoom. The Town cannot guarantee that the public's access to Zoom will be uninterrupted, and technical difficulties may occur from time to time. In those instances, so long as the public may still attend the meeting in person, the meeting will continue, even if the public is unable to view/hear or otherwise access the meeting via Zoom.

To attend the meeting in person:

Town Hall, Council Chamber, 1198 El Camino Real, Colma CA 94014

To view/hear the meeting via Zoom Video Conference:

Join Zoom Meeting:

<https://us02web.zoom.us/j/85610028212>

Meeting ID: 856 1002 8212

Dial by your location:

+1 669 444 9171
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)

To provide Public Comment:

Members of the public wishing to provide public comment are required to attend the meeting in person and are requested to complete a yellow speaker card and submit it to the City Clerk. Comments should be kept to three minutes or less. If there appears to be a large number of speakers, time may be reduced to no less than one minute each, at the discretion of the Mayor.

The City Council Meeting Agenda Packet and supporting documents are available for review on the Town's website www.colma.ca.gov or at Colma Town Hall, 1198 El Camino Real, Colma, CA. Persons interested in obtaining an agenda via e-mail should call 650-997-8300 or email a request to citymanager@colma.ca.gov.

Reasonable Accommodation

Upon request, this publication will be made available in appropriate alternative formats to persons with disabilities, as required by the Americans with Disabilities Act of 1990. Any person with a disability, who requires a modification or accommodation to view the agenda, should direct such a request to Renee Eshun, ADA Coordinator, at 650-997-8300 or reshun@colma.ca.gov. Please allow two business days for your request to be processed.



PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

PRESENTATION

- Proclamation of Parks and Recreation Month
- Citizen Recognition – Felicia Leong, Daly City/Colma Chamber of Commerce
- Introduction of New Administrative Services Director Renee Eshun
- Introduction of New Recreation Staff:

Omar Rodriguez
Liam O'Connor
Veronica Leon
Eva Tamayo
Benjamin Flores Jang
Ben Kunifn

PUBLIC COMMENTS

Comments on the Consent Calendar and Non-Agenda Items will be heard at this time.
Comments on Agenda Items will be heard when the item is called.

CONSENT CALENDAR

1. Motion to Approve the Minutes from the July 10, 2024 Regular Meeting
2. Motion to Approve Report of Checks Paid for June 2024
3. Motion to Accept the Parks and Recreation Quarterly Report
4. Motion to Introduce an Ordinance Relating to Tobacco Retail Permits and Adopting by Reference Chapter 4.98 of Title 4 of the San Mateo County Ordinance Code to Consolidate and Clarify Existing Definitions and Enact Additional Requirements for Tobacco Retailer Permits Pursuant to CEQA Guideline 15378 and 15061(B)(3) and Waive Further Reading and Set a Public Hearing for the Second Reading and Adoption of the Ordinance at the August 28, 2024 City Council Meeting
5. Motion to Approve and Authorize the City Manager to Execute an Agreement with South San Francisco for Shuttle Services to Veterans Village at 1680 Mission Road in Colma, California Pursuant to CEQA Guideline 15301 and 15378.

REPORTS

Mayor/City Council
City Manager

ADJOURNMENT



**MINUTES
REGULAR MEETING**

City Council of the Town of Colma
Town Hall Council Chamber
1198 El Camino Real, Colma CA
Also viewable via Zoom.us
Wednesday, July 10, 2024
Closed Session – 6:00 PM
Regular Session – 7:00 PM

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Goodwin called the meeting to order at 7:00 p.m.

Council Present – Mayor John Irish Goodwin, Vice Mayor Ken Gonzalez, and Council Members Carrie Slaughter, Helen Fiscaro, and Joanne F. del Rosario

Staff Present – City Manager Daniel Barros, City Attorney Christopher Diaz, Chief of Police John Munsey, Director of Planning and Public Works Brad Donohue, City Planner Farhad Mortazavi, City Clerk Michelle Estabillo, and Administrative Technician Abigail Dometita

Council recited the Pledge of Allegiance.

ADOPTION OF THE AGENDA

Action: A motion was made by Council Member del Rosario, seconded by Vice Mayor Gonzalez, to adopt the agenda. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fiscaro	✓				
Joanne F. del Rosario	✓				
	5	0			

REPORT OUT OF CLOSED SESSION

Mayor Goodwin stated there was no reportable action from Closed Session.

PUBLIC COMMENTS

There were no Public Comments.

CONSENT CALENDAR

1. Motion to Approve the Minutes from the June 26, 2024 Special Meeting
2. Motion to Approve the Minutes from the June 26, 2024 Regular Meeting

3. El Camino Real Bicycle and Pedestrian Improvement Project

Consider: Motion to Adopt Resolution 2024-25 Approving and Authorizing the City Manager to Execute an Agreement with Mark Thomas in the Amount of \$2,103,053.71 for the El Camino Real Bicycle and Pedestrian Improvement Project, Project Approval and Environmental Document (PA&ED) Phase Pursuant to CEQA Guideline 15306.

Action: A motion was made by Council Member del Rosario, seconded by Vice Mayor Gonzalez, to approve the Consent Calendar. The motion carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Ken Gonzalez, Vice Mayor	✓				
Carrie Slaughter	✓				
Helen Fiscaro	✓				
Joanne F. del Rosario	✓				
	5	0			

COUNCIL CALENDARING

The next Regular Meeting will be on Wednesday, July 24, 2024, at 7:00 p.m.

REPORTS

City Manager Barros announced that ALLICE Kumares & Kumpares is presenting a training on Intimate Partner Violence on July 11 at 3:30 p.m. at the Colma Community Center. He also reported that the Town’s Centennial Parade and Community Fair is on Saturday, July 13.

ADJOURNMENT

Mayor Goodwin adjourned the meeting at 7:04 p.m. in memory of Theodora J. Mosekian and Betty Owens.

Respectfully submitted,

Michelle Estabillo, MMC
City Clerk

ITEM #2

apCkHist
07/16/2024 2:21PM

Check History Listing
Town of Colma

Bank code: first

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
58555	06/07/2024	03267 ACC BUSINESS	C	06/11/2024	241327702	05/27/2024	679.66	679.66
58556	06/07/2024	02787 AECO SYSTEMS, INC.	C	06/11/2024	56049	05/21/2024	370.00	370.00
58557	06/07/2024	00002 AT&T	C	06/12/2024	05/18/2024	05/18/2024	78.24	78.24
58558	06/07/2024	02623 CYNTHIA BLOEBAUM	C	06/11/2024	82862	05/14/2024	1,106.00	1,106.00
58559	06/07/2024	00051 CALIFORNIA WATER SERVICE	C	06/12/2024	6544607057-05/17/24	05/17/2024	615.03	615.03
58560	06/07/2024	00057 CINTAS CORPORATION #2	C	06/20/2024	4190935335	04/29/2024	784.76	1,250.53
			C	06/20/2024	4190935289	04/29/2024	465.77	
58561	06/07/2024	01037 COMCAST CABLE	C	06/13/2024	0097028 052024	05/20/2024	360.01	730.96
			C	06/13/2024	0097051 052024	05/20/2024	360.01	
			C	06/13/2024	0002770 051724	05/17/2024	10.94	
58562	06/07/2024	03718 CURIODYSEY	C	06/21/2024	13008678.07172024	05/06/2024	133.65	133.65
58563	06/07/2024	03705 DEGREE HVAC, INC.	C	06/11/2024	36021	05/29/2024	3,870.00	3,870.00
58564	06/07/2024	02793 DITO'S MOTORS	C	06/24/2024	30441	05/29/2024	539.94	642.49
			C	06/24/2024	30433	05/28/2024	102.55	
58565	06/07/2024	03262 FEHR & PEERS	C	06/12/2024	169290	10/18/2023	3,575.00	3,575.00
58566	06/07/2024	00539 FIREMASTER DEPT 1019	C	06/12/2024	0001164071	03/29/2024	260.00	260.00
58567	06/07/2024	03616 FLEXIBLE BENEFIT ADMIN	C	06/13/2024	197360	05/30/2024	132.00	132.00
58568	06/07/2024	02499 GE CAPITAL INFORMATION (RI	C	06/12/2024	5069566131	06/01/2024	1,121.85	1,121.85
58569	06/07/2024	02499 GE CAPITAL INFORMATION (RI	C	06/11/2024	108294168	05/17/2024	387.33	670.07
			C	06/11/2024	108294166	05/17/2024	282.74	
58570	06/07/2024	00464 HINDERLITER, DE LLAMAS	C	06/11/2024	SIN039064	06/05/2024	4,651.05	4,651.05
58571	06/07/2024	00181 IEDA	C	06/17/2024	24589	06/01/2024	1,685.04	1,685.04
58572	06/07/2024	03467 IN HOME CPR LLC	C	06/13/2024	7834	05/28/2024	840.00	840.00
58573	06/07/2024	03598 JEFFERSON ELEMENTARY SC	C	06/26/2024	2002822.003	05/31/2024	275.00	275.00

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
58574	06/07/2024	00465 RAFAEL MANCIA	C	07/05/2024	2002818.003	05/29/2024	80.00	80.00
58575	06/07/2024	03717 KAROL MOLINA	C	06/21/2024	2002816.003	05/28/2024	275.00	275.00
58576	06/07/2024	01340 NAVIA BENEFIT SOLUTIONS	C	06/10/2024	10857292	05/30/2024	400.00	400.00
58577	06/07/2024	00307 PACIFIC GAS & ELECTRIC	C	06/11/2024	0092128195-2 052324	05/23/2024	2,642.99	2,642.99
58578	06/07/2024	02970 PRODUCTIVE PRINTING & GR/	C	06/14/2024	37604	05/30/2024	163.66	163.66
58579	06/07/2024	03603 ARLENIS RODRIGUEZ	C	06/13/2024	2002815.003	05/28/2024	330.00	330.00
58580	06/07/2024	00357 SIERRA DISPLAY, INC.	C	06/12/2024	27725	04/01/2024	5,011.19	
			C	06/12/2024	27639	01/24/2024	1,519.88	
			C	06/12/2024	27698	02/21/2024	873.00	
			C	06/12/2024	27736	04/17/2024	508.19	7,912.26
58581	06/07/2024	00334 SOUTH BAY REGIONAL TRAINI	C	06/28/2024	165650 INV	05/28/2024	1,057.60	1,057.60
58582	06/07/2024	02291 SOUTHWOOD PLUMBING & HE	C	06/18/2024	64162	05/13/2024	225.00	225.00
58583	06/07/2024	03719 SUNBELT RENTALS, INC.	C	06/11/2024	150792752-0001	03/09/2024	3,639.81	
			C	06/11/2024	150792752-0002	04/06/2024	3,213.21	
			C	06/11/2024	150792752-0003	04/10/2024	45.12	6,898.14
58584	06/07/2024	03679 HEATH LESTER, INC. TERRIS E	C	06/12/2024	inv04830	06/03/2024	5,385.01	5,385.01
58585	06/07/2024	03710 VESTIS GROUP, INC.	C	06/10/2024	5180345843	06/03/2024	15.90	
			C	06/10/2024	5180345837	06/03/2024	15.90	31.80
58586	06/07/2024	01399 WESTLAKE ECO SOFT TOUCH	C	06/12/2024	04/16/24 & 4/18/24	05/01/2024	23.90	23.90
58587	06/07/2024	02336 WILDMIND	C	07/01/2024	28314	05/30/2024	495.00	495.00
58588	06/14/2024	02787 AECO SYSTEMS, INC.	C	06/18/2024	23832	06/04/2024	480.00	480.00
58589	06/14/2024	00013 ANDY'S WHEELS & TIRES	C	06/28/2024	67422	05/30/2024	1,262.00	
			C	06/28/2024	67404	05/22/2024	574.44	
			C	06/28/2024	67385	05/17/2024	302.84	
			C	06/28/2024	67402	05/22/2024	100.78	
			C	06/28/2024	67355	05/07/2024	50.39	
			C	06/28/2024	67391	05/20/2024	50.39	2,340.84

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
58590	06/14/2024	00020 ASSOCIATED SERVICES	C	06/21/2024	124060026	06/01/2024	49.00	49.00
58591	06/14/2024	00004 AT&T	C	06/20/2024	000021793348	06/01/2024	37.95	37.95
58592	06/14/2024	03447 NIKOLE AZZOPARDI			05/29 & 06/04/24	06/04/2024	14.74	14.74
58593	06/14/2024	00051 CALIFORNIA WATER SERVICE	C	06/25/2024	05/29/2024 Bill Date	05/29/2024	7,626.18	7,626.18
58594	06/14/2024	00093 CITY OF SOUTH SAN FRANCIS	C	06/25/2024	520054	04/23/2024	10,989.18	16,848.82
			C	06/25/2024	520349	05/22/2024	5,859.64	
58595	06/14/2024	03539 CLARK PEST CONTROL	C	06/21/2024	35106971	04/01/2024	144.00	144.00
58596	06/14/2024	01037 COMCAST CABLE	C	06/20/2024	0094769 052624	05/26/2024	16,046.15	16,411.16
			C	06/20/2024	0097069 052724	05/27/2024	365.01	
58597	06/14/2024	03702 CORODATA RECORDS MANAG	C	06/17/2024	RS3619250	05/31/2024	106.57	106.57
58598	06/14/2024	02793 DITO'S MOTORS	C	06/24/2024	30476	06/03/2024	150.14	256.25
			C	06/24/2024	30449	05/29/2024	106.11	
58599	06/14/2024	00463 HELEN FISICARO	C	06/24/2024	2002842.003	06/06/2024	200.00	200.00
58600	06/14/2024	03616 FLEXIBLE BENEFIT ADMIN	C	06/18/2024	197830	06/07/2024	20.00	20.00
58601	06/14/2024	02330 FOREMOST PROMOTIONS	C	06/17/2024	725572	05/29/2024	592.06	592.06
58602	06/14/2024	02499 GE CAPITAL INFORMATION (RI	C	06/18/2024	108338880	06/05/2024	525.44	525.44
58603	06/14/2024	02499 GE CAPITAL INFORMATION (RI	C	06/20/2024	5069567065	06/01/2024	244.61	244.61
58604	06/14/2024	02382 MARIA GONZALEZ	C	06/20/2024	2002835.003	06/05/2024	275.00	275.00
58605	06/14/2024	03712 HD SUPPLY, INC. F/K/A	C	06/20/2024	805827953	05/21/2024	375.10	375.10
58606	06/14/2024	03721 HILLDALE SCHOOL FAMILY AS			2002838.003	06/05/2024	200.00	200.00
58607	06/14/2024	00188 IRVINE & JACHENS INC	C	06/26/2024	4623	05/30/2024	362.59	362.59
58608	06/14/2024	03723 J&C SAFETY 1ST FIRE PROTEI	C	06/20/2024	12455983	06/07/2024	895.00	2,530.00
			C	06/20/2024	12455952	05/24/2024	850.00	
			C	06/20/2024	12455954	05/24/2024	785.00	

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
58609	06/14/2024	00220 LC ACTION POLICE SUPPLY, LI	C	06/18/2024	465598	05/30/2024	1,354.84	1,354.84
58610	06/14/2024	03607 MARK THOMAS & COMPANY, II	C	06/20/2024	51293	05/15/2024	58,381.17	58,381.17
58611	06/14/2024	00254 METRO MOBILE COMMUNICAT	C	06/20/2024	240614	06/01/2024	602.00	602.00
58612	06/14/2024	03720 FELICITAS NAVARRO			2002839.003	06/05/2024	275.00	275.00
58613	06/14/2024	00280 ODP BUSINESS SOLUTIONS	C	06/24/2024	362887972001	05/24/2024	35.50	35.50
58614	06/14/2024	00307 PACIFIC GAS & ELECTRIC	C	06/18/2024	9248309814-8 23May24	05/23/2024	444.08	
			C	06/18/2024	0567147369-1 30May24	05/30/2024	242.27	686.35
58615	06/14/2024	01706 DANIEL PADILLA	C	06/20/2024	2002836.003	06/05/2024	30.00	30.00
58616	06/14/2024	03551 QUENCH USA, INC	C	06/20/2024	INV07575534	06/07/2024	262.20	262.20
58617	06/14/2024	02216 RAMOS OIL CO. INC.	C	06/24/2024	CL099975	05/31/2024	1,581.22	1,581.22
58618	06/14/2024	00500 SMC CONTROLLERS OFFICE	C	06/26/2024	May 2024	06/03/2024	3,385.60	3,385.60
58619	06/14/2024	00364 SMC FORENSIC LAB	C	06/25/2024	PS-INV104560	05/31/2024	180.00	180.00
58620	06/14/2024	01030 STEPFORD, INC.	C	06/18/2024	2406331	06/07/2024	1,123.75	1,123.75
58621	06/14/2024	00411 TURBO DATA SYSTEMS	C	06/18/2024	43065	05/31/2024	1,612.19	1,612.19
58622	06/14/2024	03015 U.S. BANK CORPORATE PMT S	C	06/20/2024	05/22/2024	05/22/2024	20,944.31	20,944.31
58623	06/14/2024	02848 UNITED COACH TOURS	C	06/18/2024	22262WF	06/04/2024	1,520.00	1,520.00
58624	06/14/2024	01687 UNITED SITE SERVICES OF	C	06/21/2024	INV-4552038	06/06/2024	168.16	168.16
58625	06/14/2024	03722 ERICK VASQUEZ	C	06/20/2024	2002837.003	06/05/2024	50.00	50.00
58626	06/14/2024	03710 VESTIS GROUP, INC.	C	06/20/2024	5180347907	06/10/2024	15.90	
			C	06/20/2024	5180347913	06/10/2024	15.90	31.80
58627	06/14/2024	02799 WAVE/ASTOUND	C	06/21/2024	103745301-0010856	06/01/2024	440.22	440.22
58628	06/14/2024	01340 NAVIA BENEFIT SOLUTIONS	C	06/17/2024	06142024 B	06/14/2024	2,002.24	
			C	06/17/2024	06142024 M	06/14/2024	100.00	2,102.24
58629	06/14/2024	01375 NATIONWIDE RETIREMENT SC	C	06/24/2024	06142024 B	06/14/2024	3,283.06	

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
			C	06/24/2024	06142024 M	06/14/2024	2,320.00	5,603.06
58630	06/14/2024	02944 ASSOCIATION OF CALIFORNIA	C	06/20/2024	06142024 B	06/14/2024	45.00	45.00
58631	06/14/2024	02945 PORAC LEGAL DEFENSE FUNI	C	06/20/2024	06142024 B	06/14/2024	168.00	168.00
58632	06/21/2024	03615 ALL INDUSTRIAL ELECTRIC SU	C	06/25/2024	5310028	06/14/2024	7,100.56	7,100.56
58633	06/21/2024	01565 BAY CONTRACT MAINTENANC			31865	06/10/2024	2,877.53	
					31861	06/10/2024	2,794.42	
					31862	06/10/2024	2,794.42	
					31866	06/10/2024	1,630.07	
					31863	06/10/2024	665.32	
					31867	06/10/2024	232.37	
					31864	06/10/2024	203.01	11,197.14
58634	06/21/2024	00051 CALIFORNIA WATER SERVICE	C	06/26/2024	0709653136-05/29/24	05/29/2024	94.18	
			C	06/26/2024	0944444444-05/31/24	05/31/2024	61.41	
			C	06/26/2024	3422893362-05/31/24	05/31/2024	61.41	
			C	06/26/2024	0790644444-05/29/24	05/29/2024	55.28	
			C	06/26/2024	5793906861 05/31/24	05/31/2024	40.94	313.22
58635	06/21/2024	00057 CINTAS CORPORATION #2	C	07/01/2024	4195244983	06/10/2024	786.98	
			C	07/01/2024	4195244958	06/10/2024	467.24	1,254.22
58636	06/21/2024	03539 CLARK PEST CONTROL	C	06/26/2024	35434260	06/03/2024	144.00	144.00
58637	06/21/2024	00507 COLMA FIRE PROTECTION DIS			06/11/2024	06/11/2024	145.00	145.00
58638	06/21/2024	01037 COMCAST CABLE	C	06/25/2024	0096715 060724	06/07/2024	122.01	122.01
58639	06/21/2024	00812 COMMUNICATIONS MANAGER			FY 2024-2025	06/11/2024	100.00	100.00
58640	06/21/2024	00112 DEPARTMENT OF JUSTICE	C	06/25/2024	740429	06/05/2024	98.00	98.00
58641	06/21/2024	03274 EIDE BAILLY LLP	C	06/25/2024	EI01699500	06/17/2024	54,527.94	54,527.94
58642	06/21/2024	03341 SYLVIA FERRO	C	07/02/2024	2002850.003	06/10/2024	275.00	275.00
58643	06/21/2024	03712 HD SUPPLY, INC. F/K/A	C	06/25/2024	806944914	05/28/2024	38.23	
			C	06/25/2024	808648109	06/06/2024	38.23	76.46

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
58644	06/21/2024	00174 HOME DEPOT CREDIT SERVIC	C	06/27/2024	05/30/24 CLOSING	05/30/2024	1,921.83	1,921.83
58645	06/21/2024	03723 J&C SAFETY 1ST FIRE PROTEI	C	07/05/2024	12455949	05/29/2024	1,300.00	1,300.00
58646	06/21/2024	02182 KUMON	C	06/28/2024	May 2024	06/14/2024	2,005.00	
			C	06/28/2024	April 2024	04/30/2024	1,825.00	3,830.00
58647	06/21/2024	02788 MARGARET-ROSE S. LUNA-SE	C	06/27/2024	63	04/01/2024	350.00	
			C	06/27/2024	65	05/11/2024	350.00	
			C	06/27/2024	64	03/26/2024	280.00	
			C	06/27/2024	66	06/11/2024	280.00	
			C	06/27/2024	62	01/27/2024	245.00	1,505.00
58648	06/21/2024	03061 NICK BARBIERI TRUCKING LLC	C	06/25/2024	CL44772	05/31/2024	424.30	424.30
58649	06/21/2024	00307 PACIFIC GAS & ELECTRIC	C	06/25/2024	1918250367-2 13Jun24	06/13/2024	14,281.85	
			C	06/25/2024	3007220528-6 07Jun24	06/07/2024	4,874.36	
			C	06/25/2024	0576889222-5 07Jun24	06/07/2024	275.26	
			C	06/25/2024	0035222590-8 07Jun24	06/07/2024	31.25	19,462.72
58650	06/21/2024	00311 PITNEY BOWES INC.	C	06/28/2024	3106678829	05/30/2024	899.64	899.64
58651	06/21/2024	02216 RAMOS OIL CO. INC.	C	06/25/2024	CL101500	06/10/2024	1,591.58	1,591.58
58652	06/21/2024	03430 ALLIED WASTE SERVICES REF	C	06/28/2024	0893-000190029	05/31/2024	61.64	61.64
58653	06/21/2024	03479 ROBERT HALF INTERNATIONA	C	06/25/2024	63718430	06/17/2024	1,559.00	1,559.00
58654	06/21/2024	03392 ROMEO PACKING COMPANY	C	06/25/2024	165633	06/10/2024	984.38	984.38
58655	06/21/2024	01562 SAN MATEO COUNTY TRANSIT	C	06/25/2024	SA-30231	05/01/2024	1,576.00	1,576.00
58656	06/21/2024	02816 TIFFANY SHARON SANCHEZ	C	06/25/2024	2002849.003	06/10/2024	300.00	
			C	06/25/2024	2002846.003	06/10/2024	50.00	350.00
58657	06/21/2024	00349 SEGALE & CERINI INC.			18047	05/31/2024	22,295.50	
					18048	05/31/2024	798.50	23,094.00
58658	06/21/2024	00388 SONITROL	C	06/24/2024	368059	06/05/2024	1,177.38	1,177.38
58659	06/21/2024	02291 SOUTHWOOD PLUMBING & HE	C	06/26/2024	64339	06/07/2024	9,250.00	9,250.00

Check History Listing
Town of Colma

Bank code: first

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
58660	06/21/2024	01030 STEPFORD, INC.	C	06/24/2024	2401339	06/12/2024	2,101.67	
			C	06/24/2024	2401340	06/12/2024	754.00	2,855.67
58661	06/21/2024	03725 MARYNA TARASENKO	C	07/05/2024	2002847.003	06/10/2024	80.00	80.00
58662	06/21/2024	00412 TELECOMMUNICATIONS ENGI			48856	06/10/2024	1,652.50	1,652.50
58663	06/21/2024	03679 HEATH LESTER, INC. TERRIS E	C	07/01/2024	inv04806	03/15/2024	1,500.00	1,500.00
58664	06/21/2024	02848 UNITED COACH TOURS	C	06/24/2024	22263WF	06/04/2024	970.00	970.00
58665	06/21/2024	03726 SUSANA VALLE	C	07/01/2024	2002851.003	06/10/2024	300.00	300.00
58666	06/21/2024	03710 VESTIS GROUP, INC.	C	06/26/2024	5180350574	06/17/2024	19.86	
			C	06/26/2024	5180350568	06/17/2024	19.86	39.72
58667	06/21/2024	03130 BAY AREA AIR QUALITY			T171475	06/02/2024	604.00	604.00
58668	06/21/2024	02532 CALIFORNIA ASSOCIATION FO	C	06/26/2024	300005317	05/17/2024	500.00	500.00
58669	06/21/2024	03165 EXPLORATORIUM			8442062000	04/25/2024	636.25	636.25
58670	06/21/2024	02965 HAPPYCAKE FACE PAINTING	C	06/28/2024	687560	04/01/2024	543.38	543.38
58671	06/21/2024	03601 HEALTH AND HUMAN RESOUR	C	06/25/2024	E0321489	06/06/2024	64.80	64.80
58672	06/21/2024	00646 ICMA	C	06/28/2024	FY2024-2025 Member	06/12/2024	1,200.00	1,200.00
58673	06/28/2024	00117 DELTA DENTAL OF CALIFORNI/	C	07/01/2024	BE006143579	07/01/2024	14,218.00	14,218.00
58674	06/28/2024	02224 STANDARD INSURANCE COMF	C	07/03/2024	July2024Coverage	06/14/2024	227.32	227.32
58675	06/28/2024	02849 6746050100 U.S. BANK PARS A	C	07/02/2024	2024-07 OPEB	06/21/2024	101,073.00	101,073.00
58676	06/28/2024	00432 VISION SERVICE PLAN	C	07/01/2024	820716911	06/19/2024	1,183.58	1,183.58
58677	06/28/2024	02787 AECO SYSTEMS, INC.	C	07/02/2024	56117	06/18/2024	700.00	700.00
58678	06/28/2024	03727 ALL SEASONS EVENT RENTAL			5878	06/18/2024	775.00	775.00
58679	06/28/2024	00004 AT&T			000021853335	06/13/2024	1,654.79	1,654.79
58680	06/28/2024	03334 LLC AT&T MOBILITY NATIONAL			287296200335X061024	06/02/2024	2,524.84	2,524.84

Check History Listing
Town of Colma

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
58681	06/28/2024	00071 CSG CONSULTANTS, INC.	C	07/02/2024	04/27/24-05/31/24	06/17/2024	146,358.32	
			C	07/02/2024	56840	06/17/2024	12,937.50	
			C	07/02/2024	56839	06/17/2024	5,560.00	
			C	07/02/2024	56837	06/17/2024	3,705.00	
			C	07/02/2024	56838	06/17/2024	2,850.00	
			C	07/02/2024	56841	06/17/2024	352.50	171,763.32
58682	06/28/2024	03718 CURIODYSSEY			13008678.07172024-1	06/17/2024	534.60	534.60
58683	06/28/2024	00099 D.C. LOCK & SECURITY SERVI			81187	03/20/2024	49.44	49.44
58684	06/28/2024	02793 DITO'S MOTORS			30566	06/13/2024	424.06	
					30563	06/13/2024	76.70	500.76
58685	06/28/2024	03378 RICARDO ESCOBAR			6/3-6/14/24 Reimb	06/19/2024	277.28	277.28
58686	06/28/2024	00539 FIREMASTER DEPT 1019	C	07/02/2024	0001188367	06/18/2024	105.00	105.00
58687	06/28/2024	03616 FLEXIBLE BENEFIT ADMIN	C	07/02/2024	195028	03/29/2024	132.00	
			C	07/02/2024	198412	06/20/2024	132.00	264.00
58688	06/28/2024	03716 GUADALUPE GONZALEZ	C	07/02/2024	2002857.003	06/19/2024	150.00	150.00
58689	06/28/2024	02382 MARIA GONZALEZ			2002856.003	06/19/2024	300.00	300.00
58690	06/28/2024	03607 MARK THOMAS & COMPANY, II	C	07/03/2024	51631	06/14/2024	79,605.89	79,605.89
58691	06/28/2024	01394 MITY-LITE, INC.	C	07/03/2024	00176120	06/10/2024	102.03	102.03
58692	06/28/2024	02993 VANESSA MOSQUEDA VELEZ (C	07/02/2024	May 16-Jun 06, 2024	06/15/2024	400.00	400.00
58693	06/28/2024	00307 PACIFIC GAS & ELECTRIC	C	07/03/2024	0512181543-4 10Jun24	06/10/2024	2,779.21	2,779.21
58694	06/28/2024	03519 RAMBAR, INC.	C	07/05/2024	07/03/24 ACTIVITY	06/19/2024	706.75	706.75
58695	06/28/2024	02216 RAMOS OIL CO. INC.	C	07/03/2024	CL104365	06/20/2024	1,627.39	
			C	07/03/2024	CL102767	06/10/2024	81.12	1,708.51
58696	06/28/2024	02886 READY REFRESH BY NESTLE	C	07/03/2024	04F0036457661	06/08/2024	46.97	46.97
58697	06/28/2024	00683 SMC PUBLIC SAFETY COMMUI			CLMA-MSS 24-03	03/12/2024	2,835.25	2,835.25
58698	06/28/2024	01030 STEPFORD, INC.	C	07/01/2024	2401370	06/20/2024	9,736.75	9,736.75

Check History Listing
Town of Colma

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
58699	06/28/2024	03679 HEATH LESTER, INC. TERRIS E			inv04855	06/25/2024	3,000.00	3,000.00
58700	06/28/2024	03710 VESTIS GROUP, INC.	C	07/03/2024	5180353068	06/24/2024	19.86	
			C	07/03/2024	5180353062	06/24/2024	19.86	39.72
58701	06/28/2024	00047 C.L.E.A.	C	07/03/2024	06282024 B	06/28/2024	576.00	576.00
58702	06/28/2024	01340 NAVIA BENEFIT SOLUTIONS	C	07/01/2024	06282024 B	06/28/2024	2,002.14	2,002.14
58703	06/28/2024	01375 NATIONWIDE RETIREMENT SC	C	07/03/2024	06282024 B	06/28/2024	3,283.06	3,283.06
58704	06/28/2024	02224 STANDARD INSURANCE COMF	C	07/03/2024	06282024 B	06/28/2024	364.00	364.00
95158	06/14/2024	00130 EMPLOYMENT DEVELOPMENT	C	06/30/2024	06142024 M	06/14/2024	90.00	90.00
95159	06/14/2024	00521 UNITED STATES TREASURY	C	06/30/2024	06142024 M	06/14/2024	1,180.60	1,180.60
95160	06/14/2024	00631 P.E.R.S.	C	06/30/2024	06142024 M	06/14/2024	854.22	854.22
95161	06/14/2024	01360 MISSIONSQUARE RETIREMEN			06142024 M	06/14/2024	493.26	493.26
95162	06/14/2024	00282 RETIREMENT SYSTEM CALIFC	C	06/30/2024	06142024 M	06/14/2024	5,335.07	5,335.07
95163	06/14/2024	00130 EMPLOYMENT DEVELOPMENT	C	06/30/2024	06142024 B	06/14/2024	17,880.95	17,880.95
95164	06/14/2024	00521 UNITED STATES TREASURY	C	06/30/2024	06142024 B	06/14/2024	76,382.84	76,382.84
95165	06/14/2024	00282 RETIREMENT SYSTEM CALIFC	C	06/30/2024	06142024 B	06/14/2024	76,146.82	76,146.82
95166	06/14/2024	00631 P.E.R.S.	C	06/30/2024	06142024 B	06/14/2024	54,887.60	54,887.60
95167	06/14/2024	01360 MISSIONSQUARE RETIREMEN			06142024 B	06/14/2024	5,844.95	5,844.95
95168	06/14/2024	00068 COLMA PEACE OFFICER'S			06142024 B	06/14/2024	1,247.57	1,247.57
95177	06/28/2024	00130 EMPLOYMENT DEVELOPMENT			06282024 B	06/28/2024	18,334.90	18,334.90
95178	06/28/2024	00521 UNITED STATES TREASURY			06282024 B	06/28/2024	79,639.52	79,639.52
95179	06/28/2024	00631 P.E.R.S.			06282024 B	06/28/2024	54,927.35	54,927.35
95180	06/28/2024	01360 MISSIONSQUARE RETIREMEN			06282024 B	06/28/2024	5,852.45	5,852.45
95181	06/28/2024	00068 COLMA PEACE OFFICER'S			06282024 B	06/28/2024	1,247.57	1,247.57

Check History Listing
Town of Colma

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Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
120078	06/01/2024	00282 RETIREMENT SYSTEM CALIFC	C	06/30/2024	100000017547714	05/14/2024	7,718.10	7,718.10
120079	06/01/2024	03616 FLEXIBLE BENEFIT ADMIN	C	05/31/2024	JUNE2024HRA	05/22/2024	63,577.90	63,577.90
120080	06/01/2024	00421 U.S. POSTAL SERVICE	C	05/31/2024	05/24 POSTAGE REFILL	05/22/2024	1,000.00	1,000.00

first Total: 1,230,246.07

169 checks in this report

Total Checks: 1,230,246.07



STAFF REPORT

TO: Mayor and Members of the City Council
FROM: Angelika Abellana, Recreation Manager
VIA: Dan Barros, City Manager
MEETING DATE: July 24, 2024
SUBJECT: Recreation Services Department Quarterly Review, April - June 2024

RECOMMENDATION

Staff recommends that the City Council adopt:

MOTION TO ACCEPT INFORMATIONAL REPORT ON RECREATION DEPARTMENT PROGRAMS, ACTIVITIES, EVENTS, AND TRIPS FOR THE SECOND QUARTER OF 2024.

EXECUTIVE SUMMARY

In the second quarter of 2024, a total of 1,664 participants attended 52 programs. This represents an increase of 436 participants from the second quarter of 2023. Staff attributes the 35% increase in participation to additional community events such as Children’s Day, Family Field Day and the increase in participation in Summer Day Camp and the Summer Food Program.

Staff estimates that 31 percent of the population had a current Colma I.D. during the second quarter of 2024.

There was a total of 64 rentals, which is an increase of 31 rentals from the second quarter of 2023.

The Recreation Department continues to offer the community a wide range of programs for all ages. The staff held its annual Streets Alive Family Field Day and the first Children’s Day Celebration in honor of the youth in the community. Staff successfully held their first Junk in the Trunk event simultaneously with the Town Wide Garage Sale. Staff continues to be proactive in growing as a department and held its first “Chat with Rec” program and continues to work with the Recreation Consultant.

As we move into fall/winter, Staff will continue to provide Annual seasonal events and increase marketing strategies to increase participation from the community.

BACKGROUND

Participation

The Recreation Services Department offered programs, activities, events, and trips for all age groups during the past quarter. Below is a summary of participation levels by demographic:

- A total of 193 adults and seniors participated in enrichment programs. This represents an increase of 55 participants from the second quarter of 2023. Staff attributes the increase in participation to the resident's interest in Ladies Social and the Breakfast & Bingo program.
- A total of 140 adults and seniors participated in trips and events. This represents an increase of 11 participants from the second quarter of 2023. Staff attribute the increase in participation due to the interest in Senior Luncheon and the Senior Prom Luncheon.
- A total of 710 youth and teens participated in enrichment programs. This represents an increase of 219 participants from the second quarter of 2023. Staff attributes the increase due to the demand of the of Summer Day Camp and the Summer Food Program that is open to campers and the community.
- A total of 73 youths and teens participated in events and trips. This represents a decrease of 132 participants from the second quarter of 2023. Staff attributes the decrease due to Eggstravaganza program scheduled in the first quarter of 2024 and the cancellation of teen trips.
- A total of 548 youth, adults and seniors participated in Community Programs. This represents an increase of 286 participants from the second quarter of 2023. Staff attributes the increase due to additional participation in community events such as Junk in the Trunk and Children's Day.

The attachment contains a detailed breakdown of participation by program.

Rental Activity

The Colma Community Center was rented for 64 different events:

- Resident Rental (18 social events)
- Colma Non-Profit (1 Meeting, 1 Fundraiser)
- Non-Resident Rental (2 Social events)
- Non-Resident Non-Profit (3 events Meetings, 2 Fundraisers)
- In House Reservations (2 Police Department Trainings/Meetings, 3 Blood Drives)
- Non-Resident Non-Profit Kitchen only (16 reservations)

The Sterling Park Recreation Center was rented for 16 different events:

- Sterling Park Resident Rental Reservations (15 social events, 2 included picnic rentals, 1 picnic rental only)

ATTACHMENTS

- A. 2024 Recreation Services Department Quarterly Review – Participation Detail

ATTACHMENT A

**Recreation Services Department Quarterly Review
April - June 2024
Participation Detail**

Adult/Senior Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Adult Cooking Class	Cancelled *	1	Existing
Arm Chair Travel	19	2	Existing
Boot Camp Fitness	5	2	Existing
Breakfast and Bingo	47	3	Existing
Chair Yoga	7	2	Existing
Colma Ladies Social	35	3	Existing
Community and Coffee	15	2	NEW
First Aid and CPR	12	1	Existing
Friday Films	17	2	Existing
Let's Get Crafty	Cancelled	3	Existing
Zumba - Tuesday	10	2	Existing
Zumba Gold	14	1	Existing
Zumba Toning – Saturday	12	2	Existing

Adult & Senior Trips & Events

Program	Registered	Sessions	New or Existing Program
Charles Schulz Museum	Cancelled	1	NEW
Corn Hole	Cancelled	1	NEW
Ice Cream Social- Older American's Month	13	1	Existing
Sausalito Day Trip	23	1	NEW
Senior Luncheon	72	2	Existing
Senior Prom	32	1	NEW

Youth & Teen Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Duo Dance – Session I	0	1	NEW
Duo Dance – Session II	0	1	NEW
Duo Dance – Session III	0	1	NEW
Kids' Club Afterschool Program	15	4	Existing
Kumon Math Tutoring	18	3	Existing
Kumon Reading Tutoring	19	3	Existing
Leaders in Training - Summer	6	1	Existing
Learning Wheels	11	2	Existing
Open Teen Center	Cancelled	1	Existing
Parents Night Out	25	2	Existing
Spring Day Camp	15	1	Existing
Summer Day Camp	151	3	Existing
Summer Food Program	450	1	Existing

Youth and Teen Events & Trips

Program	Registered	Sessions	New or Existing Program
Dessert and Arts & Crafts	5	1	Existing
Friday Night Lights	Cancelled	1	Existing
Great America – Teen Trip	Cancelled	1	Existing
Oakland A's – Teen Trip	Cancelled	1	NEW
Santa Cruz – Teen Trip	0	1	Existing
Santa Cruz Day Camp Trip	36	1	Existing
SF Giants Game – Summer Camp	32	1	Existing

Community Programs

Program	Registered	Sessions	New or Existing Program
Arbor and Earth Day Celebration	20	1	Existing
Children's Day	200	1	NEW
Clean Up Day	19	1	Existing
Colma Cab Connect	8	1	Existing
E-Waste and Shredding Day	48	1	Existing
Junk in the Trunk	20	1	NEW
Mothers High Tea	Cancelled	1	NEW
San Francisco Giants Tickets – Family Trip	22	1	Existing
SF Giants Watch Party	Cancelled	1	NEW
Streets Alive – Family Field Day	150	1	Existing
Town of Colma Blood Drive	38	1	Existing
Town Wide Garage Sale	23	1	Existing
Warriors Watch Party	Cancelled	1	NEW

*Contractor Cancelled Classes



STAFF REPORT

TO: Mayor and Members of the City Council
FROM: Christopher J. Diaz, City Attorney
VIA: Daniel Barros, City Manager
MEETING DATE: July 24, 2024
SUBJECT: Ordinance Amending Subchapter 4.10 Relating to Tobacco Retailers

RECOMMENDATION

Staff recommends that the City Council:

1. Introduce the following:

ORDINANCE AMENDING SUBCHAPTER 4.10 OF THE COLMA MUNICIPAL CODE RELATING TO TOBACCO RETAIL PERMITS AND ADOPTING BY REFERENCE CHAPTER 4.98 OF TITLE 4 OF THE SAN MATEO COUNTY ORDINANCE CODE TO CONSOLIDATE AND CLARIFY EXISTING DEFINITIONS AND ENACT ADDITIONAL REQUIREMENTS FOR TOBACCO RETAILER PERMITS PURSUANT TO CEQA GUIDELINE 15378 AND 15061(B)(3) AND WAIVE FURTHER READING

AND

2. Set a public hearing for the second reading and adoption of the Ordinance at the August 28, 2024 City Council Meeting.

EXECUTIVE SUMMARY

This item reflects an update to Subchapter 4.10 of the Colma Municipal Code ("CMC") that aligns with changes made to the San Mateo County Code which regulates the issuance and enforcement of Tobacco Retailer Permits. The County has historically enforced the Town's Tobacco Retailer Ordinance and in order to continue enforcing, the County has asked the Town to update its regulations consistent with the County's regulations.

FISCAL IMPACT

There was minimal staff time involved with preparing this Ordinance, and the County of San Mateo ("County") has the responsibility of implementing and enforcing the Tobacco Retailer Permit regulations which will not materially impact the Town's budget.

BACKGROUND

In 1998, the Town of Colma ("Town") adopted Ordinance 538 creating subchapter 4.10 of the CMC titled "Tobacco Retailer's Permit." Subchapter 4.10 imposed numerous restrictions on the sale of tobacco products within the Town's boundaries and created a permitting system implemented and enforced by the County. Ten years later, the Town subsequently amended Chapter 4.10 in 2008 to include additional regulations on the sale of tobacco products similar to what the County adopted.

On May 23, 2023, the San Mateo County Board of Supervisors again adopted an amended Tobacco Retailer Permit ordinance clarifying requirements for cities to authorize the County to administer and enforce the ordinance. The updated County ordinance increased penalties on businesses that sell cigarettes and other tobacco products to minors. The County's amended ordinance also made the following changes:

- Updates definitions to align with similar model ordinances across California. For example, the "Tobacco Product" definition will now include synthetic nicotine, and align language, where appropriate, with the new Statewide ban on flavored tobacco products.
- Prohibits posting of advertisements offering tobacco products unless the retailer has a valid permit to sell tobacco products;
- Increases the age for those who sell tobacco products to match the minimum age allowed to purchase tobacco under State law, currently 21 years old;
- Increases fines up to \$500 for a first violation, and up to \$1,000 for all subsequent violations within a 60-month period;
- Prohibits issuing new Tobacco Retailer Permits to any location within 1,000 feet of a "youth-populated area" (public or private school, playgrounds, for instance) or within 500 feet of an existing tobacco retailer;
- Mandates a fine for any ordinance violations;
- Increases the permit suspension and revocation escalation period for cumulative violations from 12 months to 60 months; and
- Increases the number of required on-site inspections by County Environmental Health Services to two per year. The addition of two inspections per year increases the annual permit fee from \$174 to \$672 for all tobacco retailers.

Subsequent to adopting the ordinance, the County informed the Town that the County Environmental Health Services could not administer tobacco retailer permits or engage in enforcement in incorporated cities, including the Town of Colma, unless, and until, the Town adopted a matching ordinance incorporating the changes made by the County's ordinance or by adopting Chapter 4.98 of the County of San Mateo Ordinance Code.

Therefore, staff recommends the City Council: 1) introduce this Ordinance amending Chapter 4.10 of the CMC and adopting by reference Chapter 4.98 ("Tobacco Retailer Permit") of the

County of San Mateo Ordinance Code; and 2) set a public hearing for the adoption of the Ordinance at the August 28, 2024 City Council meeting.

State law requires a special procedure for an ordinance which adopts another ordinance by reference. For this reason, the City Council is required at introduction (first reading) to also set the date for a public hearing to be held at the same meeting as adoption. Notice of this public hearing must be published in the newspaper fourteen days before adoption pursuant to Government Code section 6066. The proposed Town Ordinance and a copy of the ordinance being adopted by reference, the county ordinance, must be available in the City Clerk's office for public review. The Town is complying with these requirements.

ENVIRONMENTAL

The City Council's adoption of this Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA.

Council Adopted Values

The City Council's introduction and adoption of this Ordinance is *responsible* as it adopts stricter regulations on the sale and advertising of tobacco products in an effort to better protect the youth in the community.

Alternatives

The City Council could choose not to introduce and adopt the ordinance imposing stricter regulations on the sale and advertising of tobacco products. If the City Council declines to introduce and adopt the ordinance, the County will not be able to administer and enforce the Tobacco Retail Permit ordinance, resulting in the Town taking over those responsibilities and incurring significant costs.

CONCLUSION

The City Council should introduce this ordinance, and set a public hearing to adopt the ordinance at the August 28, 2024 City Council meeting.

ATTACHMENTS

- A. Town Ordinance
- B. County Ordinance

ORDINANCE NO. [X]

OF THE CITY COUNCIL OF THE TOWN OF COLMA

ORDINANCE AMENDING SUBCHAPTER 4.10 OF THE COLMA MUNICIPAL CODE RELATING TO TOBACCO RETAIL PERMITS AND ADOPTING BY REFERENCE CHAPTER 4.98 OF TITLE 4 OF THE SAN MATEO COUNTY ORDINANCE CODE TO CONSOLIDATE AND CLARIFY EXISTING DEFINITIONS AND ENACT ADDITIONAL REQUIREMENTS FOR TOBACCO RETAILER PERMITS PURSUANT TO CEQA GUIDELINE 15378 AND 15061(B)(3)

The City Council of the Town of Colma does ordain as follows:

ARTICLE 1. FINDINGS, PURPOSE AND AUTHORITY.

The City Council of the Town of Colma finds:

- (a) A local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the Town of Colma ("Town") and the San Mateo County Board of Supervisors, to protect the health, safety, and welfare of Town residents.
- (b) Despite the state's efforts to limit youth access to tobacco, youth are still able to access tobacco products, as evidenced by the following:
 - 1. In California, over 67% of current and former adult smokers started smoking by the age of 18,¹
 - 2. In a survey taken in 2019-20, 28.6% of California high school students reported that they had used a tobacco product and 9.7% of students reported that they had used tobacco in the last 30 days;² and
 - 3. According to the 2019-20 California Student Tobacco Survey, for San Mateo County, the prevalence of the use of vaping devices among high school students was 8.7%.³

¹ California Department of Public Health California Tobacco Control Program. California Tobacco Facts and Figures 2016. Sacramento, CA: California Department of Public Health. 2016.

² Zhu S-H, Braden K, Zhuang Y-L, Gamst A, Cole AG, Wolfson T, Li S. (2021). *Results of the Statewide 2019-20 California Student Tobacco Survey*. San Diego, California: Center for Research and Intervention in Tobacco Control (CRITC), University of California San Diego.
https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/FactsandFigures/CSTS2019-20BiennialReport_ADA.pdf

³ Zhu S-H, Braden K, Zhuang Y-L, Gamst A, Cole AG, Wolfson T, Li S. (2021). *Results of the Statewide 2019-20 California Student Tobacco Survey*. San Diego, California: Center for Research and Intervention in Tobacco Control (CRITC), University of California San Diego.
https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/FactsandFigures/CSTS2019-20BiennialReport_ADA.pdf

- (c) California retailers continue to sell tobacco to underage consumers, evidenced by the following:
1. According to the 2019-20 California Student Tobacco Survey, among current underage vapers, 51.2% reported paying for their vapes. Of those who paid for their vapes, 27.1% reported buying them from a retail store;⁴
 2. In the Bay Area, 21.6% of licensed tobacco retailers sold tobacco products to underage decoys in 2019;⁵ and
 3. In 2019, the San Mateo County Sheriff's Office coordinated undercover enforcement operations and found that 25 out of 289 visits to retailers by underage decoys resulted in tobacco sales to youth decoys.
- (d) The tobacco industry's price discounting strategies, such as coupons and multiple-package discounts, are popular among consumers, with more than half of adults using some price minimization strategy. In California, individuals who use price minimization strategies save an average \$1.04 per pack (or 18.6% off the total price per pack).⁶
- (e) The density and proximity of tobacco retailers influence smoking behaviors, including the number of cigarettes smoked per day.⁷
- (f) Adults who smoke have a harder time quitting when residential proximity to tobacco retailers is smaller⁸ and density is higher.⁹
- (g) Policies to reduce tobacco retailer density have been shown to be effective¹⁰ and may reduce or eliminate inequities in the location and distribution of tobacco retailers.

⁴ Zhu S-H, Braden K, Zhuang Y-L, Gamst A, Cole AG, Wolfson T, Li S. (2021). *Results of the Statewide 2019-20 California Student Tobacco Survey*. San Diego, California: Center for Research and Intervention in Tobacco Control (CRITC), University of California San Diego.

https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/FactsandFigures/CSTS2019-20BiennialReport_ADA.pdf

⁵ California Department of Public Health, California Tobacco Control Program. *California Tobacco Facts and Figures 2021*. Sacramento, CA: California Department of Public Health; November 2021.

<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/ResearchandEvaluation/FactsandFigures/CaliforniaTobaccoFactsAndFigures2021-V3A.pdf>

⁶ Xu X, Pesko MF, Tynan MA, Gerzoff RB, Malarcher AM, Pechacek TF. Cigarette price-minimization strategies by U.S. smokers. *Am J Prev Med*. 2013;44(5):472-476. doi: 10.1016/j.amepre.2013.01.019.

⁷ Chuang YC, Cubbin C, Ahn D, Winkleby MA. Effects of neighborhood socioeconomic status and convenience store concentration on individual level smoking. *J Epidemiol Community Health*. 2005;59(7):568-573. doi: 10.1136/jech.2004.029041.

⁸ Reitzel LR, Cromley EK, Li Y, et al. The effect of tobacco outlet density and proximity on smoking cessation. *Am J Public Health*. 2011;101(2):315-320. doi: 10.2105/AJPH.2010.191676

⁹ Cantrell J, Anesetti-Rothermel A, Pearson JL, Xiao H, Vallone D, Kirchner TR. The impact of the tobacco retail outlet environment on adult cessation and differences by neighborhood poverty. *Addiction*. 2015;110(1):152-161. doi: 10.1111/add.12718.

¹⁰ Ribisl KM, Luke DA, Bohannon DL, Sorg AA, Moreland-Russell S. Reducing Disparities in Tobacco Retailer Density by Banning Tobacco Product Sales Near Schools. *Nicotine Tob Res*. 2017;19(2):239-244. doi: 10.1093/ntr/ntw185. Myers AE, Hall MG, Isgett LF, Ribisl KM. A comparison of three policy

- (h) Strict enforcement of policies prohibiting retail sales of cigarettes to youth, sales of cigarettes via vending machines, and other means through which youth gain access to tobacco in the commercial settings can limit their opportunities to obtain these products.¹¹
- (i) Strong policy enforcement and monitoring of retailer compliance with tobacco control policies (e.g., requiring identification checks) is necessary to achieve reductions in youth tobacco sales.¹²
- (j) The Town and the San Mateo County Board of Supervisors have a substantial interest in protecting youth and underserved populations from the harms of tobacco use.
- (k) The Town and the San Mateo County Board of Supervisors finds that a stronger local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the Town and the County of San Mateo in order to protect the health, safety, and welfare of our residents.
- (l) As lessons are learned with implementation of licensing systems throughout the State, it is appropriate to update existing Town regulations to ensure that the Town implements best practices in tobacco prevention.

ARTICLE 2. RECITALS INCORPORATED.

The above recitals are hereby adopted as findings of the City Council in enacting this Ordinance.

ARTICLE 3. CEQA

The proposed Ordinance is not a project within the meaning of section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

approaches for tobacco retailer reduction. *Prev Med.* 2015; 74:67-73. doi: 10.1016/j.ypped.2015.01.025. Luke DA, Hammond RA, Combs T, et al. Tobacco Town: Computational Modeling of Policy Options to Reduce Tobacco Retailer Density. *Am J Public Health.* 2017;107(5):740-746. doi: 10.2105/AJPH.2017.303685.

¹¹ Ribisl KM, Luke DA, Bohannon DL, Sorg AA, Moreland-Russell S. Reducing Disparities in Tobacco Retailer Density by Banning Tobacco Product Sales Near Schools. *Nicotine Tob Res.* 2017;19(2):239-244. doi: 10.1093/ntr/ntw185. Myers AE, Hall MG, Isgett LF, Ribisl KM. A comparison of three policy approaches for tobacco retailer reduction. *Prev Med.* 2015; 74:67-73. doi: 10.1016/j.ypped.2015.01.025. Luke DA, Hammond RA, Combs T, et al. Tobacco Town: Computational Modeling of Policy Options to Reduce Tobacco Retailer Density. *Am J Public Health.* 2017;107(5):740-746. doi: 10.2105/AJPH.2017.303685.

¹² Macinko J, Silver D. Impact of New York City's 2014 Increased Minimum Legal Purchase Age on Youth Tobacco Use. *Am J Public Health.* 2018;108(5):669-675. doi: 10.2105/AJPH.2018.304340.

ARTICLE 4. SEVERABILITY.

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

ARTICLE 5. AMENDING CHAPTER 4.10 OF COLMA MUNICIPAL CODE AND ADOPTION OF CHAPTER 4.98 OF THE SAN MATEO COUNTY ORDINANCE CODE.

Chapter 4.10 of the Colma Municipal Code ("Tobacco Retailer's Permit") is hereby amended in its entirety to read in full as follows:

4.10.010 Adoption of County of San Mateo Tobacco Retailer Permit Ordinance Code

Chapter 4.98 "Tobacco Retailer Permit" of Title 4 of the San Mateo County Ordinance Code, and any future amendment thereto, are hereby adopted by reference and made effective in the Town. Certified copies of Chapter 4.98 of the San Mateo County Ordinance Code, as adopted hereby, have been deposited with the City Clerk, and shall be at all times maintained by the City Clerk for use and examination by the public.

4.10.020 Authorization of Enforcement by San Mateo County Personnel

The County of San Mateo, its officers, employees and agents are hereby authorized to enforce, on behalf of the Town, Chapter 4.98 (Tobacco Retailer Permit) of the San Mateo County Ordinance Code, and any amendments thereto, within the jurisdiction areas of the Town. Such enforcement authority includes, but is not limited to, the collection of fees and fines, expending such revenue in the enforcement of the tobacco retailer requirements, holding hearings, suspending permits and issuing administrative fines."

ARTICLE 6. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be published as required by law.

ARTICLE 7. EFFECTIVE DATE.

This Ordinance shall go into effect 30 days following its adoption.

Certification of Adoption

I certify that the foregoing Ordinance No. ____ was duly introduced at a regular meeting of the City Council of the Town of Colma held on July 24, 2024, and adopted at a regular meeting of the City Council of the Town of Colma held on August 28, 2024, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor					
Ken Gonzalez					
Carrie Slaughter					
Helen Fisicaro					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated: _____

John Irish Goodwin, Mayor

Attest: _____

Michelle Estabillo, City Clerk

Christopher Diaz, City Attorney

ORDINANCE NO. 4878

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**AN ORDINANCE REPEALING CHAPTERS 4.95, 4.98, AND 4.99, AND ADOPTING A
NEW CHAPTER 4.98 OF TITLE 4 OF THE SAN MATEO COUNTY ORDINANCE
CODE TO CONSOLIDATE AND CLARIFY EXISTING DEFINITIONS AND ENACT
ADDITIONAL REQUIREMENTS FOR TOBACCO RETAILER PERMITS**

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows:

SECTION 1. Findings.

The Board of Supervisors finds and determines that:

- (a) A local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the Board of Supervisors, to protect the health, safety, and welfare of San Mateo County residents.
- (b) Despite the state's efforts to limit youth access to tobacco, youth are still able to access tobacco products, as evidenced by the following:
 - 1. In California, over 67% of current and former adult smokers started smoking by the age of 18;¹
 - 2. In a survey taken in 2019-20, 28.6% of California high school students reported that they had used a tobacco product and 9.7% of students reported that they had used tobacco in the last 30 days;² and
 - 3. According to the 2019-20 California Student Tobacco Survey, for San Mateo County, the prevalence of the use of vaping devices among high school students was 8.7%.³
- (c) California retailers continue to sell tobacco to underage consumers, evidenced by the following:
 - 1. According to the 2019-20 California Student Tobacco Survey, among current underaged vapers, 51.2% reported paying for their vapes. Of those who paid for their vapes, 27.1% reported buying them from a retail store;⁴
 - 2. In the Bay Area, 21.6% of licensed tobacco retailers sold tobacco products to underage decoys in 2019;⁵ and

3. In 2019, the San Mateo County Sheriff's Office coordinated undercover enforcement operations and found that 25 out of 289 visits to retailers by underage decoys resulted in tobacco sales to youth decoys.
- (d) The tobacco industry's price discounting strategies, such as coupons and multiple-package discounts, are popular among consumers, with more than half of adults using some price minimization strategy. In California, individuals who use price minimization strategies save an average \$1.04 per pack (or 18.6% off the total price per pack).⁶
 - (e) The density and proximity of tobacco retailers influence smoking behaviors, including the number of cigarettes smoked per day.⁷
 - (f) Adults who smoke have a harder time quitting when residential proximity to tobacco retailers is smaller⁸ and density is higher.⁹
 - (g) Policies to reduce tobacco retailer density have been shown to be effective¹⁰ and may reduce or eliminate inequities in the location and distribution of tobacco retailers.
 - (h) Strict enforcement of policies prohibiting retail sales of cigarettes to youth, sales of cigarettes via vending machines, and other means through which youth gain access to tobacco in the commercial settings can limit their opportunities to obtain these products.¹¹
 - (i) Strong policy enforcement and monitoring of retailer compliance with tobacco control policies (e.g., requiring identification checks) is necessary to achieve reductions in youth tobacco sales.¹²
 - (j) The Board of Supervisors has a substantial interest in protecting youth and underserved populations from the harms of tobacco use.
 - (k) The Board of Supervisors finds that a stronger local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the County of San Mateo in order to protect the health, safety, and welfare of our residents.
 - (l) As lessons are learned with implementation of licensing systems throughout the State, it is appropriate to update existing County regulations to ensure that the County implements best practices in tobacco prevention.

SECTION 2. Chapters 4.95, 4.98 and 4.99 of the San Mateo County Ordinance Code are hereby repealed and replaced in their entirety by a new Chapter 4.98 to be numbered and entitled and to read as follows:

Chapter 4.98 - TOBACCO RETAILER PERMIT

4.98.100 - Definitions.

- (a) "Characterizing Flavor" means a distinguishable taste or aroma, or both, other than the taste or aroma of tobacco, imparted by a Tobacco Product or any byproduct produced by the Tobacco Product. Characterizing flavors include, but are not limited to, tastes or aroma relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice. A Tobacco Product shall not be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a distinguishable taste or aroma, or both, as described in the first sentence of this definition, that constitutes a Characterizing Flavor.
- (b) "Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet that is added by the manufacturer to a Tobacco Product during the processing, manufacture, or packing of the Tobacco Product.
- (c) "Consumer" means a person who purchases a Tobacco Product for consumption.
- (d) "Coupon" means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.
- (e) "Director" means the Chief of San Mateo County Health, or designee.
- (f) "Distinguishable" means perceivable by either the sense of smell or taste.
- (g) "Electronic Smoking Device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine, and whether natural or synthetic. "Electronic Smoking Device" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic

purposes where such product is marketed and sold solely for such an approved purpose.

- (h) "Flavored Tobacco Product" means any Tobacco Product that contains a Constituent that imparts a Characterizing Flavor.
- (i) "Full Retail Price" means the price listed for a Tobacco Product on its Packaging or on any related shelving, advertising, or display where the Tobacco Product is sold or offered for Sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.
- (j) "Labeling" means written, printed, pictorial, or graphic matter upon any Tobacco Product or any of its packaging.
- (k) "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a Tobacco Product is sold, or offered for Sale, to a Consumer.
- (l) "Permit" or "Tobacco Retailer Permit" means a valid permit issued by the Director to a Person to act as a Tobacco Retailer.
- (m) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other entity.
- (n) "Pharmacy" means any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for Sale, regardless of whether the retail establishment Sells other retail goods in addition to prescription pharmaceuticals.
- (o) "Sale" or "Sell" means transfer to, exchange, barter, or distribute for a commercial purpose.
- (p) "Self-Service Display" shall be defined as the open display or storage of Tobacco Products in a manner that is physically accessible to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.
- (q) "Tobacco Paraphernalia" means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.
- (r) "Tobacco" or "Tobacco Product(s)" means:

- (1) any product containing, made of, or derived from tobacco or nicotine, whether natural or synthetic, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;
 - (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine, and whether natural or synthetic; or
 - (3) any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, whether natural or synthetic, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.
 - (4) "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.
- (s) "Tobacco Product Flavor Enhancer" means a product designed, manufactured, produced, marketed or Sold to produce a Characterizing Flavor when added to a Tobacco Product.
- (t) "Tobacco Retailer" means any Person who Sells, or offers for Sale, Tobacco Products. This definition is without regard to the quantity of Tobacco Products sold or offered for Sale.
- (u) "Youth-Populated Area" means a parcel of real property that is occupied, in whole or in part, by any of the following:
- (1) a private or public school that educates children in grades kindergarten through high school;
 - (2) a library that is open to the public;
 - (3) a playground that is open to the public;
 - (4) a youth center, defined as a facility where children ages 6 to 17 come together for programs and activities;
 - (5) a recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes. "Recreation facility" includes, but is not limited to, a gymnasium, playing court, playing field, and swimming pool;

- (6) a public or private college or university that serves as an institution for education beyond the high school level;
- (7) a licensed child-care facility or preschool, other than a small-family day care home or a large-family daycare home as defined in California Health & Safety Code § 1596.78.

4.98.110 - Requirement for a Permit.

- (a) No Tobacco Retailer or other Person shall Sell or offer for Sale any Tobacco Product without a current and valid Tobacco Retailer Permit from San Mateo County for each location where such activities are conducted.
- (b) Permits are valid for one year and must be timely renewed annually by the Permit holder in order to continue to sell or offer for sale any Tobacco Product. A Retailer must obtain a separate Permit for each location at which any Tobacco Product will be sold, offered for sale or distributed. A Permit that is not renewed in a timely manner shall expire at the end of its term, and the Tobacco Retailer must obtain a new Permit prior to any further sale, offer for sale, or distribution of any Tobacco Product.
- (c) No Tobacco Retailer shall violate, or cause or allow the Tobacco Retailer's agents or employees to violate, any provision of this Chapter or any other local, state, or federal law applicable to Tobacco Products or Tobacco Retailing.
- (d) Tobacco Retailers are responsible for the actions of their employees and agents relating to the sale, offer to sell, and furnishing of tobacco products at the retail location. The sale of any tobacco product by an employee shall be considered an act of the tobacco retailer and the permit holder shall be responsible for any monetary penalties levied.
- (e) Nothing in this Chapter shall be construed to penalize the purchase, use, or possession of a Tobacco Product by any Person not engaged in Tobacco Retailing.

4.98.120 - Permit is Nontransferable.

- (a) Tobacco Retailer Permits are nontransferable as between Persons, locations, or otherwise. Any attempted transfer shall render the Permit null and void.
- (b) Notwithstanding any other provision of this Chapter, prior violations of this Chapter at a location shall continue to be counted against that location and Permit ineligibility and suspension periods shall continue to apply to that location unless:

- (1) One hundred percent of the interest in the stock, assets, or income of the business, other than a security interest for the repayment of debt, has been transferred to the new owner(s); and
- (2) The County is provided with clear and convincing evidence, including an affidavit, that the business has been acquired in an Arm's Length Transaction. An Arm's Length Transaction, for the purposes of this section, means a transaction in which two or more unrelated and unaffiliated parties agree on the transfer in question; the parties act independently and in their own self-interest; and the parties have equal bargaining power and symmetric information, leading the parties to agree upon fair-market terms.

4.98.130 - Permit Conveys a Limited, Conditional Privilege.

Nothing in this Chapter shall be construed to grant any Person or entity obtaining and maintaining a Permit any status or right other than the limited, conditional privilege to Sell Tobacco Products and act as a Tobacco Retailer at the location in the County identified on the face of the Permit for the period of time shown on the Permit. All Permits are issued subject to the County's right to amend this Chapter from time to time, and Retailers shall comply with all provisions of this Chapter, as amended.

4.98.140 - Application, Issuance and Renewal Procedure.

- (a) Application for a Tobacco Retailer's Permit or the renewal of a Tobacco Retailer Permit shall be submitted in the name of the Person proposing to conduct retail sales of Tobacco Products, referred to herein as the "Applicant," and shall be signed by such Person or an authorized agent thereof. All applications shall be submitted to the Director on a form supplied by the Director and contain, at a minimum, the following information:
 - (1) The name, address, and telephone number of the Applicant;
 - (2) The business name, address, and telephone number of the location where Tobacco Products are proposed to be sold, offered for sale or distributed by the Applicant; and
 - (3) Proof that the location for which a Tobacco Retailer's Permit is sought has been issued a valid state license for the sale of Tobacco Products, if the Tobacco Retailer sells products that require such license;
 - (4) A statement whether or not the Tobacco Retailer or any agent of the Retailer has been found to have violated this Chapter or other applicable law governing Tobacco Products or Tobacco Retailing and, if so, the dates and locations of all such violations within the previous five years; and

- (5) Such other information as the Director determines is necessary for implementation of this Chapter.
- (6) An application for a new or renewal Permit will be denied if there are any outstanding fines or late fees issued by the Director, or during any period of suspension.
- (7) It is the responsibility of each Permit holder to be informed regarding all laws applicable to Tobacco Retailing, including those laws affecting the issuance of a Tobacco Retailer Permit. No Permit holder may rely on the issuance of a Permit as a determination by San Mateo County that the Permit holder has complied with all laws applicable to Tobacco Retailing. A Permit issued contrary to this Chapter or any other law, or on the basis of false or misleading information supplied by the Applicant, shall be revoked. Nothing in this Chapter shall be construed to vest in any person or entity obtaining or maintaining a Tobacco Retailer's Permit any status or right to act as a Tobacco Retailer in contravention of any provision of law.

4.98.150 - Display of Permit.

Upon receipt of an application for a Tobacco Retailer Permit in compliance with the requirements of this Chapter, the Director or designee may issue a Permit which, if issued, must be prominently displayed in a publicly visible location at the location where Tobacco Product Sales are conducted and permitted.

4.98.160 - Prohibitions Regarding Coupons, Discounts, Pharmacies, Flavored Tobacco, and Electronic Smoking Devices.

- (a) No Tobacco Retailer shall do any of the following:
 - (1) Honor or redeem, or offer to honor or redeem, a Coupon to allow a Consumer to purchase a Tobacco Product for less than Full Retail Price;
 - (2) Sell any Tobacco Product to a Consumer through a multiple package discount or otherwise provide any such product to a Consumer for less than the Full Retail Price in consideration for the purchase of any Tobacco Product or any other item; or
 - (3) Provide any free or discounted item to a Consumer in consideration for the purchase of any Tobacco Product.
- (b) No Person, Tobacco Retailer or other legal entity shall sell or distribute to a person any electronic smoking device that delivers natural or synthetic nicotine or any other substance(s) to the person inhaling from the device. This includes

any component, part, or accessory intended or reasonably expected to be used with the electronic device, whether or not sold separately.

- (c) No Person or Tobacco Retailer shall sell or offer to sell any Flavored Tobacco Product or Tobacco Product Flavor Enhancer. There shall be a rebuttable presumption that a Tobacco Product is a Flavored Tobacco Product if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the Tobacco Product has or produces a Characterizing Flavor including, but not limited to, text, color, and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate that the Tobacco Product has a Characterizing Flavor.
- (d) No Pharmacy or Pharmacy employee or agent shall sell or offer to sell any Tobacco Product. The Director shall not issue any new, or renew any existing, Tobacco Retailer Permit for any Pharmacy.
- (e) Subdivisions (b) and (c) of this Section shall not apply to the duty-free stores located at the San Francisco International Airport.

4.98.170 - Packaging and Labeling.

No Tobacco Retailer or other Person shall Sell or offer for Sale any Tobacco Product to any Consumer unless the Tobacco Product (1) is Sold in the original manufacturer's Packaging intended for Sale to Consumers; (2) conforms to all applicable federal Labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements.

4.98.180 - Self-Service Displays Prohibited; On-Site, In-Person Sales Required.

- (a) Tobacco Retailing by means of a Self-Service Display is prohibited
- (b) All Sales of Tobacco Products and Tobacco Paraphernalia shall be conducted in-person, over the counter, in the permitted location.

4.98.190 - Notice of Minimum Age for Purchase of Tobacco Products.

Tobacco Retailers shall post conspicuously, at each point of purchase, a notice stating that Selling Tobacco Products to anyone under 21 years of age is illegal and subject to penalties. The form and content of such notice shall be subject to the approval of the Director.

4.98.200 - Positive Identification Required.

No Tobacco Retailer or other Person shall Sell or offer to Sell a Tobacco Product to another Person without first verifying by means of government-issued photographic

identification that the recipient is at least the minimum legal sales age required under state law to purchase a Tobacco Product.

4.98.210 - Minimum Age for Individuals Selling Tobacco Products.

No Tobacco Retailer shall allow, at its Retail location, any individual who is younger than 21 years of age to Sell or offer to Sell Tobacco Products.

4.98.220 - Display or Offers to Sell Tobacco Products Without Tobacco Retailer Permit Prohibited.

A Tobacco Retailer without a current valid Permit:

- (a) Shall keep all Tobacco Products out of public view. The public display of Tobacco Products in violation of this provision shall constitute Tobacco Retailing without a Permit.
- (b) Shall not display any advertisement relating to Tobacco Products that offers the Sale of such products from the Tobacco Retailer's location.

4.98.230 - Limits on Eligibility for a Permit.

- (a) No Tobacco Retailer's Permit may be issued to authorize Tobacco Retailing at or from other than a fixed location. For example, Sales by Persons on foot or from vehicles or other forms of mobile vending are prohibited.
- (b) No Tobacco Retailer's Permit may be issued to authorize Sales of Tobacco Products at a temporary event, such as flea markets and farmers' markets.
- (c) No new Tobacco Retailer Permit may be issued to authorize Tobacco Product Sales at any location within 1,000 feet of a Youth-Populated Area, as measured by a straight line from the nearest point of the property line of any parcel on which a Youth-Populated Area is located and any point along the property line of the parcel on which the Permit applicant has or proposes to locate the business.
- (d) No new Tobacco Retailer's Permit may be issued for a location which is within 500 feet of a location already occupied by another Tobacco Retailer, as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing Tobacco Retailer's business is located.
- (e) Tobacco Retailers with a current and valid Permit as of the date of adoption of this ordinance shall be exempt from subsections (c) and (d) of this Section unless the existing Tobacco Retailer fails to timely renew the Permit prior to its annual expiration.

- (f) The Sale of Tobacco Products and accessories is prohibited in County owned structures and in any area of a structure leased by the County, wherever located.

4.98.240 - Fees for Permit.

Tobacco Retailers shall pay all applicable fees at the rates set forth in section 5.64.070 of this ordinance code. Fees shall be used by the Director to administer and enforce this Chapter.

4.98.250 - Enforcement.

- (a) The Director or the Director's designee shall enforce this Chapter consistent with the provisions herein.
- (b) Violations of this Chapter may be criminally prosecuted as infraction(s) or misdemeanor(s) at the discretion of the prosecuting attorney as the interests of justice require.
- (c) This Section shall not be interpreted to limit the applicable civil or administrative remedies available under law.

4.98.260 - Public Nuisance.

Any violation of this Chapter is hereby declared a public nuisance, subject to all applicable civil, administrative, and criminal remedies and penalties according to the provisions and procedures of contained in this Ordinance Code and state law, including but not limited to, an action for abatement or injunctive relief

4.98.270 - Compliance Monitoring.

- (a) Compliance with this Chapter shall be monitored by the Director. In addition, any peace officer may enforce the provisions of this Chapter. The Director may designate additional persons to monitor and facilitate compliance with this Chapter.
- (b) Individuals designated to enforce the provisions of this Chapter shall inspect each Tobacco Retailer at least two times during each twelve-month period to determine if the Tobacco Retailer is complying with all applicable laws. Compliance checks shall take place during normal business hours, with or without notice. If a violation has occurred, the Tobacco Retailer shall be inspected again within three months. All permitted premises must be open to inspection by designated persons during regular business hours.

- (c) Nothing in this section shall create a right of action in any Tobacco Retailer or other person or entity against the County or its agents.

4.98.290 - Suspension or Revocation of Permit.

- (a) Grounds for Suspension or Revocation.

- (1) A Tobacco Retailer Permit may be suspended or revoked, as set forth below in subdivision (b), if any court of a competent jurisdiction determines, or the Director finds, based on a preponderance of the evidence after notice and opportunity for the Tobacco Retailer to be heard, that either of the following violations have occurred:

- i. After the Permit was issued it is determined that the Application for the Permit is incomplete or inaccurate.
- ii. The Tobacco Retailer or Tobacco Retailer's agent has violated any of the requirements, conditions, or prohibitions of this Chapter or any applicable local, state, or federal tobacco-related law.

- (2) Notwithstanding the foregoing, a Tobacco Retailer Permit shall be suspended or revoked, for the maximum time periods and as set forth in subdivision (b), if any court of competent jurisdiction determines, or the Director finds, based on a preponderance of evidence and after notice and opportunity for the Tobacco Retailer to be heard, that the Tobacco Retailer, or any agent or employee of the Tobacco Retailer, has Sold Tobacco Products to any Person(s) under the age of 21 years.

- (b) Time Period of Suspension of Permit.

- (1) Upon the first violation within any sixty (60) month period, the Permit to Sell Tobacco Products may be suspended for up to 30 days.

- (2) Upon the second violation within any sixty (60) month period, the Permit to Sell Tobacco Products may be suspended for up to 90 days.

- (3) Upon the third violation within any sixty (60) month period, the Permit to Sell Tobacco Products may be suspended for up to one year.

- (4) Upon the fourth violation within any sixty (60) month period, the Permit to Sell Tobacco Products shall be revoked. If a Permit is revoked, the Retailer shall not be eligible for a new Permit for a period of five (5) years after the effective date of revocation.

- (c) Effective Date of Suspension or Revocation.

Within ten (10) calendar days of the hearing, the Director shall issue written findings and an order regarding the suspension or revocation, which order will be effective ten (10) calendar days from the date such order was sent by certified mail to the Retailer, unless a timely appeal is filed in accordance with subsection (d).

(d) Appeal of Suspension or Revocation.

The decision of the Director is appealable to the San Mateo County Licensing Board and the procedural rules of the San Mateo County Licensing Board shall govern hearings on all appeals of suspensions and revocations.

- (1) An appeal must be in writing, be addressed to the Director and be hand-delivered to the offices of the Division of Environmental Health.
- (2) An appeal must be received by the Director before the effective date of suspension or revocation provided by subsection (c) in order to be considered.
- (3) The filing of a timely appeal will stay a suspension or revocation pending a decision on the appeal by the San Mateo County Licensing Board.
- (4) The decision of the San Mateo County Licensing Board shall be a final administrative order, with no further administrative right of appeal.

4.98.300 - Administrative Fine.

(a) Grounds for Fine. A fine shall be imposed on a Tobacco Retailer upon findings made by the Director, based on a preponderance of the evidence, that any Tobacco Retailer, or any agent or employee of the Tobacco Retailer, has violated any of the requirements, conditions, or prohibitions of this Chapter. A fine shall be imposed in the maximum amounts set forth in subsection (b) of this section upon findings made by the Director that the Tobacco Retailer, or any agent or employee of the Tobacco Retailer, has Sold any Tobacco Product to any Person(s) under the age of 21 years. Any administrative fine shall be imposed solely against the Tobacco Retailer, not the Tobacco Retailer's employees or agents.

(b) Amount of Fine. Upon written findings made by the Director under subsection (a), the person or entity holding the Tobacco Retailer Permit shall be subject to an administrative fine for each such violation as follows:

- (1) A fine not exceeding five hundred dollars (\$500) for a first violation within a sixty (60) month period; and

(2) A fine not exceeding one thousand dollars (\$1,000) for each subsequent violation within a sixty (60) month period.

(c) Each day that Tobacco Products are Sold or offered for Sale without a Permit or otherwise in violation of this Chapter shall constitute a separate violation. A finding of "offered for Sale" in violation of this Chapter will be made if Tobacco Products are either actually Sold and/or displayed in the retail establishment, or if advertisements offering to Sell Tobacco Products are visible to customers.

(d) Fine Procedures. Notice of the fine shall be served on the Tobacco Retailer by certified mail. The notice shall contain a description of the facts upon which the asserted violation is based and an advisement of the right to request a hearing before the Director contesting the imposition of the fine. Said hearing must be requested within ten calendar days of the date appearing on the notice of the fine. The decision of the Director shall be a final administrative order, with no administrative right of appeal.

(a) Failure to Pay Fine. If a fine imposed pursuant to this Chapter is not paid within 30 calendar days from the date appearing on the notice of the fine or of the notice of determination of the Director after the review provided for under subdivision (c) of this Section, the fine may be referred to a collection agency within or external to the County. In addition, any outstanding fines must be paid prior to the issuance of any new Permit or renewal of a Permit.

4.98.310 - Enforcement of this Chapter in Cities.

The Director may administer and enforce the provisions of this Chapter on behalf of any city located within San Mateo County, within the jurisdictional boundaries of that city, if the city council of that city does each of the following:

(a) Adopts, and makes part of its municipal code:

(1) This Chapter 4.98 in its entirety by reference; or

(2) An ordinance that contains each of the provisions of this Chapter 4.98 verbatim with no additional provisions not included in this Chapter 4.98; and

(b) Authorizes, by ordinance or resolution, the Director to administer and enforce, on behalf of that city, the provisions of this Chapter as adopted pursuant to subsection (a) of this section.

SECTION 3. It is the intent of the Board of Supervisors of the County of San Mateo to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any provision of this Chapter or the application of such provision to any person or in any circumstances shall be held invalid, the remainder of this Chapter, or the application of such provision to person or in circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 4. Except as otherwise provided, this ordinance shall apply only to the unincorporated area of San Mateo County.

SECTION 5. This ordinance shall be effective thirty days after adoption.

SOURCES

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2. Zhu S-H, Braden K, Zhuang Y-L, Gamst A, Cole AG, Wolfson T, Li S. (2021). *Results of the Statewide 2019-20 California Student Tobacco Survey*. San Diego, California: Center for Research and Intervention in Tobacco Control (CRITC), University of California San Diego.
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8. Reitzel LR, Cromley EK, Li Y, et al. The effect of tobacco outlet density and proximity on smoking cessation. *Am J Public Health*. 2011;101(2):315-320. doi: 10.2105/AJPH.2010.191676.
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Myers AE, Hall MG, Isgett LF, Ribisl KM. A comparison of three policy approaches for tobacco retailer reduction. *Prev Med.* 2015; 74:67-73. doi: 10.1016/j.ypmed.2015.01.025.

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12. Macinko J, Silver D. Impact of New York City's 2014 Increased Minimum Legal Purchase Age on Youth Tobacco Use. *Am J Public Health.* 2018;108(5):669-675. doi: 10.2105/AJPH.2018.304340.

* * * * *

Regularly passed and adopted this 23rd day of May, 2023

AYES and in favor of said ordinance:

Supervisors: _____ *DAVE PINE*

_____ *NOELIA CORZO*

_____ *RAY MUELLER*

_____ *WARREN SLOCUM*

_____ *DAVID J. CANEPA*

NOES and against said ordinance:

Supervisors: _____ *NONE*



*President, Board of Supervisors
 County of San Mateo
 State of California*

Certificate of Delivery

I certify that a copy of the original ordinance filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Assistant Clerk of the Board of Supervisors



STAFF REPORT

TO: Mayor and Members of the City Council
FROM: Dan Barros, City Manager
MEETING DATE: July 24, 2024
SUBJECT: Shuttle Services to Veterans Village

RECOMMENDATION

MOTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOUTH SAN FRANCISCO FOR SHUTTLE SERVICES TO VETERANS VILLAGE AT 1680 MISSION ROAD IN COLMA, CALIFORNIA PURSUANT TO CEQA GUIDELINE 15301 AND 15378

EXECUTIVE SUMMARY

The Town of Colma (Town) began discussion with the City of South San Francisco (SSF) in February of 2024 regarding the expansion of the free South San Francisco Shuttle service to include a formal stop at Veterans Village in Colma. With support from San Mateo County Supervisor’s Warren Slocum and David Canepa, one of the three existing shuttle service routes within SSF has been altered to include a formal pick-up and drop-off shuttle stop located at Veterans Village, 1680 Mission Road in Colma. While the shuttle service remains free to the veterans as it does to the public, it will have a fiscal impact on the Town.

FISCAL IMPACT

Colma agrees to pay SSF for services provided and as invoiced, up to a not-to-exceed amount of Thirty Thousand Dollars (\$30,000).

BACKGROUND

On August 15, 2019, Mercy Housing’s new 65-unit Veterans Village in Colma opened its doors to United States veterans providing formerly homeless military veterans, many with disabilities and ranging in age from mid-30’s to late 60’s, affordable and stable housing. Comprehensive case management and supportive services are provided onsite by the San Francisco Veterans Affairs Health Care System and Brilliant Corners, a nonprofit agency that serves veterans and others transitioning from homelessness.

Since its opening in 2019, mobility and transportation within the region have been a challenge for residents at Veterans Village. Efforts to install a formal SamTrans bus stop at or near the facility have been denied by the San Mateo County Transit Authority due to the potential volume of ridership lower than where it needs to be, along with the inadequacies of the surrounding

environment, most notable the precarious intersection north of Veterans Village where Mission Road meets El Camino Real (ECR).

The Town has future plans for a new intersection at Mission Road and ECR that will include a formal SamTrans bus stop. However, that project is still in the design phase and it will be a couple of more years before the new intersection is physically completed.

ANALYSIS

In effort to assist with mobility and transportation efforts, the Town engaged SSF in discussion surrounding their free Shuttle Service within SSF and the possibilities of expanding its service to include Veterans Village in Colma. Both parties agreed to augment one singular route (Orange, per Attachment B) to extend services to Veterans Village.

Town staff will continue to work closely with SSF to monitor the program's performance and seek feedback from riders at designated intervals in search of ways to enhance and improve the program and services.

Council Adopted Values

This initiative is consistent with the adopted values of Vision and Respect as the council aims to innovate in order to forward Town services and be equitable and inclusive of all community members for all services.

ENVIRONMENTAL

The City Council's action in authorizing the City Manager to enter this agreement is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) per CEQA Guideline 15378 as the action is more akin to a fiscal activity or determination that does not involve a commitment to any specific project which may result in a potentially significant physical impact on the environment. It is also exempt pursuant to CEQA Guideline 15301 as the operation of an existing private structure involving negligible or no expansion of use. The agreement approval will merely bring an additional shuttle stop to the existing Veteran's Village but not otherwise expand its use.

CONCLUSION

Staff recommends that City Council, by motion, approve and authorize the City Manager to execute an agreement with South San Francisco for shuttle services to Veterans Village at 1680 Mission Road in Colma, California.

ATTACHMENTS

- A. Agreement
- B. New Shuttle Service Map, including the stop at Veterans Village



City of South San Francisco

City Council

Resolution: RES 104-2024

P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, CA

File Number: 24-639

Enactment Number: RES 104-2024

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICES AGREEMENT AND FOR THE ACCEPTANCE OF FUNDING IN THE AMOUNT OF \$30,000 TOWARD FREE SOUTH CITY SHUTTLE OPERATIONS IN THE TOWN OF COLMA.

WHEREAS, the Free South City Shuttle is a free community shuttle with operations running from 7:10 a.m. to 7:30 p.m., Monday through Friday, excluding holidays; and

WHEREAS, all three of the Free South City Shuttle routes begin and end at the South San Francisco BART station, providing access to various areas of town, including downtown South San Francisco, along Hillside Boulevard, Orange Memorial Park and Pool, Civic Campus, Rotary Plaza, Kaiser Hospital, and throughout neighborhoods such as Winston Manor, Serra Highlands, Buri Buri, Avalon, and connections to SamTrans, BART, and Caltrain; and

WHEREAS, since its inception in November 2014, the South City Shuttle has proved to be a continued success by providing trips to over 90,000 riders per year; and

WHEREAS, on February 5, 2024, Mayor Coleman, Councilmember Addiego, and City staff met with San Mateo County Supervisors Dave Canepa and Warren Slocum, along with representatives from SamTrans and the Town of Colma, to address the transportation needs of the 70 veterans living at Colma's Veterans Village; and

WHEREAS, a solution involving the City of South San Francisco expanding its shuttle service to include Colma Veterans Village was agreed upon, involving the Town of Colma contributing to the operational costs up to \$30,000 and the County of San Mateo contributing up to \$26,000 in County Measure K funding towards start-up costs, engagement, and outreach for a free shuttle line extension to include a stop at the Colma Veterans Village, and a special Memorial Day shuttle service for veterans.

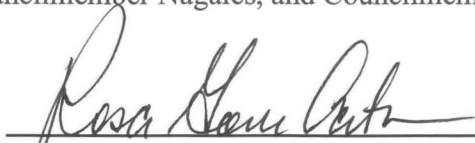
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of South San Francisco hereby approves a Services Agreement and the acceptance of funding in the amount of \$30,000 toward Free South City Shuttle operations in the Town of Colma.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Services Agreement in substantially the same form as Exhibit A and is authorized to execute any other related documents on behalf of the City upon timely submission of the Town of Colma's signed agreement and all other required documents, subject to approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco authorizes the Finance Department to establish the Project Budget consistent with the information contained in the accompanying staff report.

At a meeting of the City Council on 6/26/2024, a motion was made by Councilmember Nagales, seconded by Vice Mayor Flores, that this Resolution be approved. The motion passed.

Yes: 5 Mayor Coleman, Vice Mayor Flores, Councilmember Addiego, Councilmember Nagales, and Councilmember Nicolas

Attest by 
Rosa Govea Acosta, City Clerk

SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND THE TOWN OF COLMA

This Services Agreement for shuttle services to Veterans Village at 1680 Mission Road in Colma, California is entered between the City of South San Francisco, a public entity, (SSF) with the Town of Colma, a public entity, (Colma). The Agreement shall supersede any prior agreements or discussion that may have occurred between SSF and Colma.

1. Parties. This Agreement ("Agreement"), with the effective date of June 1, 2024 ("Effective Date") upon which authorized signatories of the public agencies specified in this provision ("Parties") have executed this Agreement, is entered into pursuant to California Government Code section 6500 and by and between the following public agencies:

- A. The Town of Colma ("Colma"), a California municipal corporation.
- B. The City of South San Francisco ("SSF"), a California municipal corporation.

2. Recitals

WHEREAS, each of the Parties to this Agreement is a government agency duly authorized and existing under the laws of the State of California, and situated within the boundaries of the County of San Mateo; and

WHEREAS, Government Code section 54981 allows the legislative body of any local government agency to contract with another local agency for performance of municipal services or functions; and

WHEREAS, California Government Code section 6502 provides that, if authorized by their legislative or other governing bodies, two or more public agencies may by agreement exercise any power common to the parties.

3. Purpose. The purpose of this Agreement is to set forth the terms under which SSF will provide certain limited shuttle services through its contracted shuttle operations contractor, to the Veterans Village property located in Colma.

4. No Separate Entity Created. The Parties do not intend to create a separate public agency through this Agreement and no provision of this Agreement may be so construed.

5. Term. This Agreement will become effective, and the Agreement term will commence upon the Effective Date through June 30, 2025. The Agreement may be terminated as provided in Section 9 below.

6. Obligations of the Parties

A. Obligations of SSF. SSF shall provide shuttle services to Colma as described in Section 3 and as identified in Exhibit A ("Shuttle Schedule and Route Map"), for the consideration specified in

Section 6B of this Agreement, and in accordance with its terms and applicable law, as hereinafter described:

1. Exhibit A: Shuttle Schedule and Route Map

SSF agrees to provide the Town of Colma with shuttle services through its contracted shuttle operator to perform said Services. Services will occur at the locations specified in the exhibits.

Services will take place Monday through Friday, except City of South San Francisco holidays during the hours of 7 a.m. to 7 p.m.

B. Obligations of Colma

1. Payment for Services. Colma agrees to pay SSF for services provided and as invoiced below, up to a not-to-exceed amount of Thirty Thousand Dollars (\$30,000).

7. Invoices. Invoices will be sent to Colma by the 15th day of each month for the prior month's services provided. Payment shall be due thirty (30) days from receipt of the invoice.

8. Disputes. If a dispute arises between the Parties regarding performance of either Party under this Agreement, the Parties shall attempt to resolve such dispute informally by a meeting with representatives of each Party. If, after a good faith attempt by both Parties to resolve the dispute informally and no resolution can be reached, the Parties may, at their sole and mutual discretion, agree to engage in mediation, the costs of which shall be divided equally between the Parties, unless otherwise agreed.

9. Termination of Agreement

This Agreement may be terminated in accordance with the following:

A. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties to this Agreement shall have the right, in their sole discretion, to terminate this Agreement by giving sixty (60) days written notice to the other Party.

B. Termination for Cause. Notwithstanding any other provision of this Agreement, if either Party fails to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for the termination.

C. Payment Upon Termination. Upon termination of this Agreement, Colma shall, within thirty (30) days of termination, pay SSF any outstanding balance for services provided by SSF.

10. Insurance. Each Party shall maintain a program of self-insurance or excess insurance or any combination thereof, and shall name the other Party as an additional insured thereto to protect against any liability for bodily injury or property damage arising out of or in connection with the

performance of the insuring Party, its officers, agents, and employees, under this Agreement. The liability coverage under such program of self-insurance or excess insurance shall not be less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence. Each Party shall supply a certificate of self-insurance to the other Party on or before the time of execution of this Agreement. Each Party shall notify the other Party in writing prior to any termination of such self-insurance program.

11. Indemnification. Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any omission, or negligence of such indemnifying Party, its officers, agents, employees, and volunteers. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

12. Agreement Not for Benefit of Third Parties. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

13. Amendment. This Agreement may be amended at any time upon the written mutual approval of the Parties.

14. Notices, Payments, Invoices

Any notices, payments or invoices concerning this Agreement shall be sent to Colma as follows:

Town of Colma
City Manager's Office
1198 El Camino Real
Colma, CA 94014

Any notices, payments or invoices concerning this Agreement shall be sent to SSF as follows:

City of South San Francisco
Public Works Corporation Yard
Attn: Marissa Garren
550 North Canal Street
South San Francisco, CA 94080

15. Severability. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the validity, legality or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

- 16. Waiver.** A waiver by either Party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant or condition, nor shall the delay or forbearance by either Party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.
- 17. Remedies Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default. Upon the occurrence of an event of default, the Parties may pursue all remedies at law or in equity which are not otherwise provided for in this Agreement, expressly including the remedy of specific performance of this Agreement.
- 18. Entire Agreement.** This Agreement, together with Exhibit A, attached hereto and incorporated herein contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, documents and discussions pertaining thereto.
- 19. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor or assign of such Party who has acquired an interest in compliance with the terms of this Agreement, or under law.
- 20. Assignment and Delegation.** Neither Party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other Party shall have so consented.
- 21. Attorneys' Fees.** In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing party shall recover attorneys' fees and other costs, including, but not limited to court costs and expert and consultants' fees incurred in connection with such action, in addition to any other relief awarded, and such attorneys' fees and costs shall be included in any judgment in such action.
- 22. Parties Not Co-Venturers.** Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another. Neither Party is to be considered an employee of the other and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, nor similar benefits provided to employees. In the event a Party exercises its right to terminate this Agreement, the other Party expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 23. Captions; Interpretation.** The captions used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation

and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

- 24. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 25. Further Assurances.** The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such actions, as either shall reasonably request or as may be necessary to carry out the intent of this Agreement.
- 26. Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of San Mateo.
- 27. Merger.** This writing is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.
- 28. Time is of the Essence.** Time is of the essence and is a material term for all conditions and provisions contained in this Agreement.
- 29. Authority.** Each person executing this Agreement on behalf of one of the Parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such Party and that this Agreement is binding on such Party in accordance with its terms.

Executed on the date first written above at San Mateo County, California by:

Town of Colma

City of South San Francisco

By:

By:

Daniel Barros
City Manager

Sharon Ranals
City Manager

Date:

Date:

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

SSF Shuttle Schedule - Orange Route Only

WESTERN ROUTE (ORANGE)



Western Rutas del shuttle Western 穿梭巴士路線 Western Ruta ng shuttle

STOP	Trip 1	Trip 2	Trip 3	Trip 4	Trip 5	Trip 6	Trip 7	Trip 8	Trip 9	Trip 10
SSF BART	7:15 AM	8:25 AM	9:35 AM	10:45 AM	11:55 AM	1:30 PM	2:40 PM	3:50 PM	5:00 PM	6:10 PM
VETERANS VILLAGE	7:19 AM	8:29 AM	9:39 AM	10:49 AM	11:59 AM	1:34 PM	2:44 PM	3:54 PM	5:04 PM	6:14 PM
HICKEY & CAMARITAS	7:23 AM	8:33 AM	9:43 AM	10:53 AM	12:03 PM	1:38 PM	2:48 PM	3:58 PM	5:08 PM	6:18 PM
HICKEY & HILTON	7:24 AM	8:34 AM	9:44 AM	10:54 AM	12:04 PM	1:39 PM	2:49 PM	3:59 PM	5:09 PM	6:19 PM
NEWMAN & CLAY	7:26 AM	8:36 AM	9:46 AM	10:56 AM	12:06 PM	1:41 PM	2:51 PM	4:01 PM	5:11 PM	6:21 PM
DEL MONTE & ALTA LOMA	7:27 AM	8:37 AM	9:47 AM	10:57 AM	12:07 PM	1:42 PM	2:52 PM	4:02 PM	5:12 PM	6:22 PM
DEL MONTE & ROMNEY	7:28 AM	8:38 AM	9:48 AM	10:58 AM	12:08 PM	1:43 PM	2:53 PM	4:03 PM	5:13 PM	6:23 PM
DEL MONTE & SAN FELIPE	7:29 AM	8:39 AM	9:49 AM	10:59 AM	12:09 PM	1:44 PM	2:54 PM	4:04 PM	5:14 PM	6:24 PM
CAMARITAS & DEL PASO	7:31 AM	8:41 AM	9:51 AM	11:01 AM	12:11 PM	1:46 PM	2:56 PM	4:06 PM	5:16 PM	6:26 PM
ECR & ARROYO	7:33 AM	8:43 AM	9:53 AM	11:03 AM	12:13 PM	1:48 PM	2:58 PM	4:08 PM	5:18 PM	6:28 PM
ECR & SOUTHWOOD	7:35 AM	8:45 AM	9:55 AM	11:05 AM	12:15 PM	1:50 PM	3:00 PM	4:10 PM	5:20 PM	6:30 PM
ECR & W ORANGE	7:36 AM	8:46 AM	9:56 AM	11:06 AM	12:16 PM	1:51 PM	3:01 PM	4:11 PM	5:21 PM	6:31 PM
ROTARY PLAZA	7:38 AM	8:48 AM	9:58 AM	11:08 AM	12:18 PM	1:53 PM	3:03 PM	4:13 PM	5:23 PM	6:33 PM
AVALON & DORADO	7:40 AM	8:50 AM	10:00 AM	11:10 AM	12:20 PM	1:55 PM	3:05 PM	4:15 PM	5:25 PM	6:35 PM
AVALON & ALHAMBRA	7:40 AM	8:50 AM	10:00 AM	11:10 AM	12:20 PM	1:55 PM	3:05 PM	4:15 PM	5:25 PM	6:35 PM
WESTBOROUGH & GELLERT	7:45 AM	8:55 AM	10:05 AM	11:15 AM	12:25 PM	2:00 PM	3:10 PM	4:20 PM	5:30 PM	6:40 PM
GALWAY & WRIGHT	7:46 AM	8:56 AM	10:06 AM	11:16 AM	12:26 PM	2:01 PM	3:11 PM	4:21 PM	5:31 PM	6:41 PM
GREENDALE & GALWAY	7:47 AM	8:57 AM	10:07 AM	11:17 AM	12:27 PM	2:02 PM	3:12 PM	4:22 PM	5:32 PM	6:42 PM
GREENDALE & BETTMAN	7:48 AM	8:58 AM	10:08 AM	11:18 AM	12:28 PM	2:03 PM	3:13 PM	4:23 PM	5:33 PM	6:43 PM
GREENDALE & PALOS VERDES	7:49 AM	8:59 AM	10:09 AM	11:19 AM	12:29 PM	2:04 PM	3:14 PM	4:24 PM	5:34 PM	6:44 PM
CALLAN & WESTBOROUGH	7:50 AM	9:00 AM	10:10 AM	11:20 AM	12:30 PM	2:05 PM	3:15 PM	4:25 PM	5:35 PM	6:45 PM
SHANNON & OAKMONT	7:51 AM	9:01 AM	10:11 AM	11:21 AM	12:31 PM	2:06 PM	3:16 PM	4:26 PM	5:36 PM	6:46 PM
SHANNON & DUBLIN	7:52 AM	9:02 AM	10:12 AM	11:22 AM	12:32 PM	2:07 PM	3:17 PM	4:27 PM	5:37 PM	6:47 PM
SHANNON & OLYMPIC	7:53 AM	9:03 AM	10:13 AM	11:23 AM	12:33 PM	2:08 PM	3:18 PM	4:28 PM	5:38 PM	6:48 PM
WESTBOROUGH & GELLERT	7:54 AM	9:04 AM	10:14 AM	11:24 AM	12:34 PM	2:09 PM	3:19 PM	4:29 PM	5:39 PM	6:49 PM
AVALON & ALHAMBRA	7:58 AM	9:08 AM	10:18 AM	11:28 AM	12:38 PM	2:13 PM	3:23 PM	4:33 PM	5:43 PM	6:53 PM
AVALON & DORADO	7:59 AM	9:09 AM	10:19 AM	11:29 AM	12:39 PM	2:14 PM	3:24 PM	4:34 PM	5:44 PM	6:54 PM
ROTARY PLAZA	8:01 AM	9:11 AM	10:21 AM	11:31 AM	12:41 PM	2:16 PM	3:26 PM	4:36 PM	5:46 PM	6:56 PM
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ECR & 1ST STREET	8:04 AM	9:14 AM	10:24 AM	11:34 AM	12:44 PM	2:19 PM	3:29 PM	4:39 PM	5:49 PM	6:59 PM
ECR & ARROYO	8:05 AM	9:15 AM	10:25 AM	11:35 AM	12:45 PM	2:20 PM	3:30 PM	4:40 PM	5:50 PM	7:00 PM
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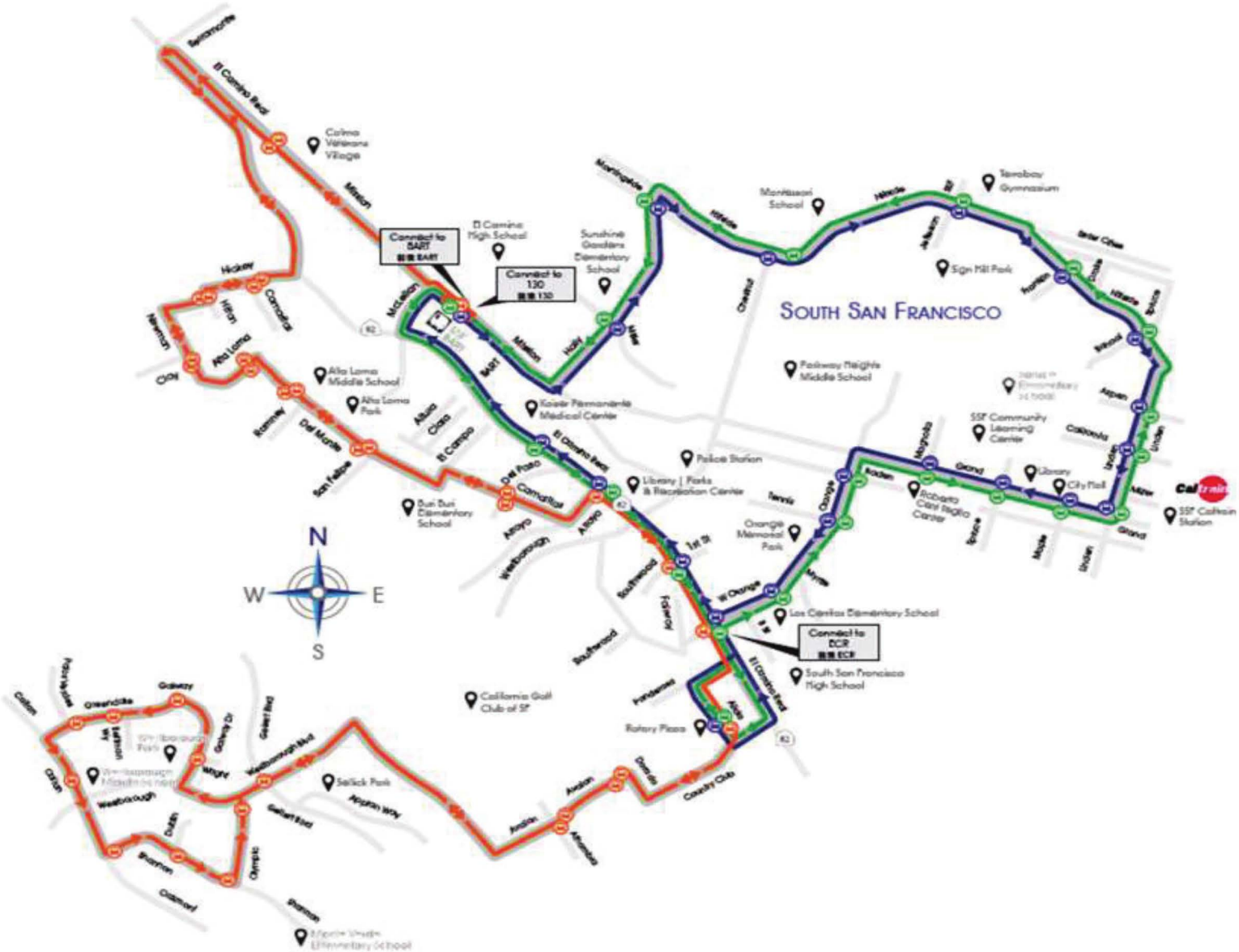


DRAFT

EXHIBIT A-2



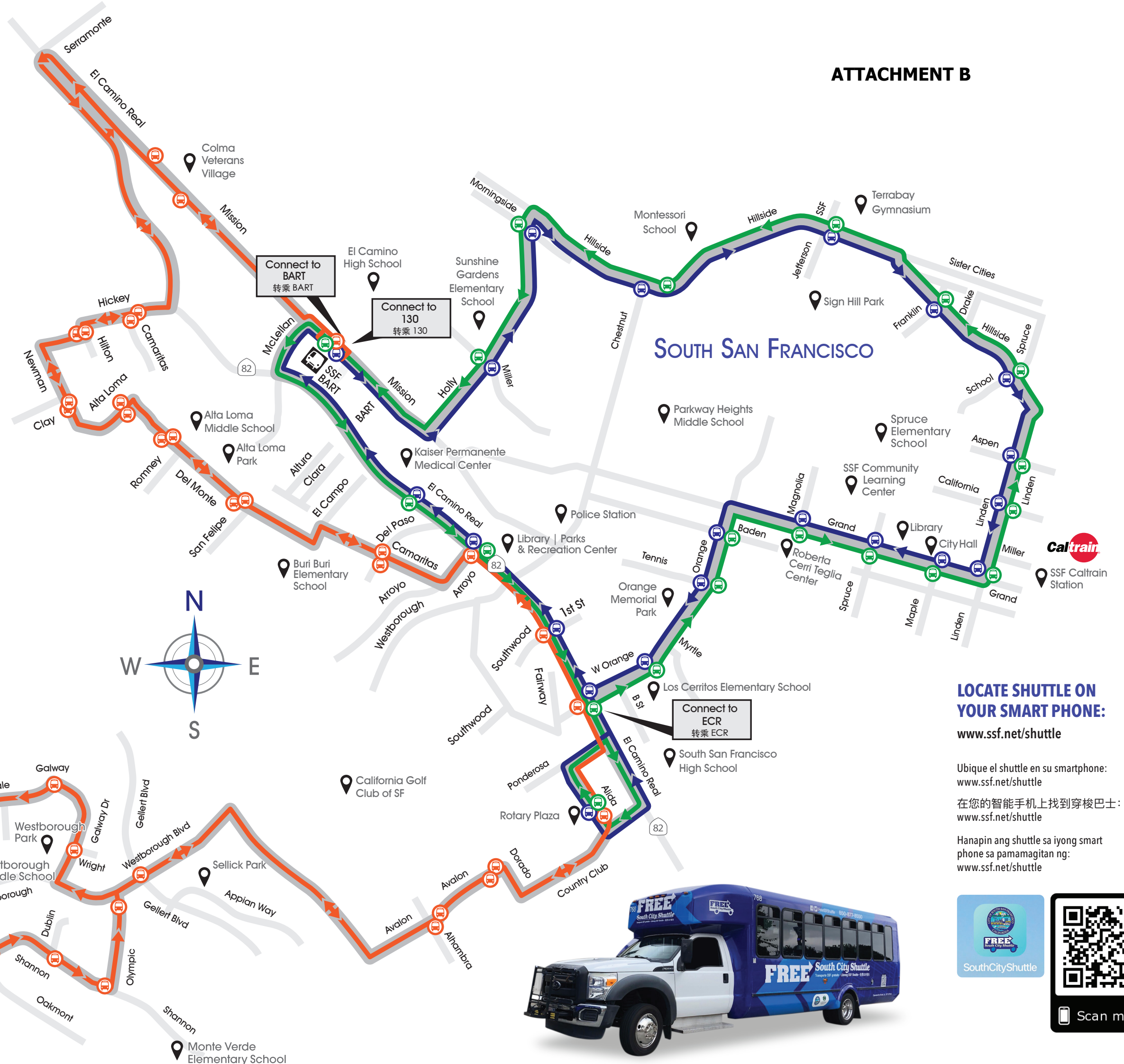
SSF Shuttle Route Map





LEGEND LEYENDA 图例 Tanda

- Clockwise Shuttle Route**
Clockwise Rutas del shuttle
Clockwise 穿梭巴士路线
Clockwise Ruta ng shuttle
- Counter Clockwise Shuttle Route**
Counter Clockwise Rutas del shuttle
Counter Clockwise 穿梭巴士路线
Counter Clockwise Ruta ng shuttle
- Western Shuttle Route**
Western Rutas del shuttle
Western 穿梭巴士路线
Western Ruta ng shuttle
- Time Point and Stop**
(see schedule)
Datos de horas y paradas (horario)
时间点和经停站 (见时间表)
Oras at lugar ng paghinto
(tignan ang talatakdaan)
- Connection Point**
Punto de conexión
转乘点
Punto ng koneksyon
- Point of Interest**
Punto de interés
兴趣点
Lugar/Punto ng interes



HOLIDAYS Días Feriados
节假日 Mga Araw ng Kapistahan

New Year's Day	January 1, 2024
Memorial Day	May 29, 2024
Independence Day	July 4, 2024
Labor Day	September 4, 2024
Thanksgiving	November 23, 2024
Day after Thanksgiving	November 24, 2024
Christmas Day	December 25, 2024

The South City Shuttle does not operate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas.

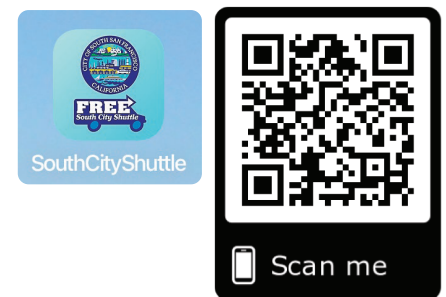
El shuttle de South City no opera el Día de Año Nuevo, Día en Memoria de los Caídos en Batalla, Día de la Independencia, Día del Trabajo, Día de Acción de Gracias, el día posterior al Día de Acción de Gracias, y el Día de Navidad.

South City Shuttle 在下列日期停运：新年、阵亡将士纪念日、独立日、劳动节、感恩节、感恩节随后一天以及圣诞节。

Ang South City Shuttle ay walang byahe sa araw ng Bagong Taon, Araw ng Memorial, Araw ng Kalayaan, Araw ng Paggawa, Araw ng Pasasalamat at sa kasunod na araw nito at Pasko.

LOCATE SHUTTLE ON YOUR SMART PHONE:
www.ssf.net/shuttle

Ubique el shuttle en su smartphone:
www.ssf.net/shuttle
在您的智能手机上找到穿梭巴士：
www.ssf.net/shuttle
Hanapin ang shuttle sa iyong smart phone sa pamamagitan ng:
www.ssf.net/shuttle



ssf.net/shuttle



550 North Canal Street
South San Francisco, CA 94080
ssf.net



(650) 877-8550
Email: shuttle@ssf.net



THANKS TO OUR PARTNERS

Funding for the South City Shuttle is provided by the San Mateo County Transportation Authority, the City of South San Francisco, and the Town of Colma..

GRACIAS A NUESTROS SOCIOS

El financiamiento del shuttle de South City es proporcionado por la Autoridad de Transportes del Condado de San Mateo, la Ciudad de South San Francisco, y Pueblo de Colma.

感谢我们的合作伙伴

South City Shuttle 所需资金来自圣马刁县交通运输局 (San Mateo County Transportation Authority) 和南旧金山 (City of South San Francisco) 和科爾馬鎮提供 (Town of Colma).

SALAMAT SA AMING MGA KATUWANG

Ang pondo para sa South City Shuttle ay galing sa San Mateo County Transportation Authority, Lungsod ng South San Francisco, Lungsod ng South San Francisco.



HOW TO USE THE TIMETABLE:

Locate the stop on the map prior to where you want to board the shuttle. Find the same time point on the schedule. The departure/arrival times are listed under each stop location. Trip-planning assistance is available by calling (650) 877-8550 or by visiting maps.google.com.

CÓMO UTILIZAR ESTA TABLA:

Ubique la parada precisa en el mapa correspondiente al punto donde desee subirse al shuttle. Encuentre la misma hora precisa en la table de horarios. Las horas de salida/llegada se indican bajo cada parada. Hay ayuda disponible para la planificación de viajes llamando 650-877-8550 o visitando maps.google.com.

如何使用本时间表:

在您想要登上公交车的地方之前找到地圖上的站點。按計劃查找相同的時間點。出發/到達時間列在每個停靠點下方。可通過撥打 650-877-8550 或訪問 maps.google.com 獲取旅行計劃幫助。

PAANO GAMITIN ANG TALAORASAN:

Hanapin sa mapa ang lugar kung saan gustong sumakay ng bus o shuttle. Hanapin ang punto ng oras ng pagdaan ng bus sa talaan ng iskedyl. Ang pag-alis at pagadating ng bus ay nakalista sa ilalim ng bawat hintuan ng bus (bus stop). Maaaring magpatulong sa pagpapalano ng byahe sa pamamagitan ng pagtawag sa 650-877-8550 o pagbisita sa maps.google.com.

RULES OF THE ROAD

No Smoking

No Food or Drink

No pets/animals except service animals and animals in carriers

Reglas del camino

Prohibido fumar

No se permiten comidas ni bebidas

No se permiten mascotas/animales, excepto animales de servicio y animales en transportadores

上路规则

禁止烟火

禁止饮食

不得携带宠物/动物 服务动物以及放在载运工具中的动物除外)

Tuntunin sa lansangan

Bawal Manigarilyo

Bawal ang pagkain at inumin

Bawal ang mga alagang hayop maliban kung ito ay hayop sa paglilingkod, o ang hayop ay nakasilid sa kanilang lalagyanan.

Shuttle drivers reserve the right to refuse service to anyone when they determine that the safety or comfort of passengers is threatened.

Los conductores de los shuttle se reservan el derecho de negarse a prestar servicio a cualquier persona cuando, en su opinión, suponga una amenaza para la seguridad o comodidad de los pasajeros.

穿梭巴士司机若确定乘客的安全 或舒适受到威胁, 则有权拒绝向任何人提供服务。

May karapatan ang drayber ng shuttle na tanghian ang sinuman, batay sa kaniyang pagsusuri ay maaaring banta sa kaligtasan o kapakanan ng ibang pasahero.

ssf.net/shuttle



Servicio gratuito de transportacion público
免费南城班车
Libreng Sakay South City Shuttle

2024 Schedule
El horario de 2024
2024年时间表
Iskedyl ng 2024



