



**AGENDA
REGULAR MEETING**

**City Council of the Town of Colma
Colma Community Center
1520 Hillside Boulevard
Colma, CA 94014**

**Wednesday, January 13, 2016
CLOSED SESSION – 6:00 PM
REGULAR SESSION – 7:00 PM**

CLOSED SESSION – 6:00 PM

1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators
Agency Negotiators: Sean Rabé, City Manager
Austris Rungis, IEDA
Employee Organizations: Colma Peace Officers Association and Colma Communications/Records Association
Unrepresented Employees: All

PLEDGE OF ALLEGIANCE AND ROLL CALL

REPORT FROM CLOSED SESSION

ADOPTION OF AGENDA

PRESENTATION

- Holiday Decorating Contest Winners
- Introduction and Swearing In of New Police Officer Jorge Alvarado

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

2. Motion to Accept the Minutes from the December 9, 2015 Regular Meeting.
3. Motion to Approve Report of Checks Paid for December 2015.

4. Motion to Adopt an Ordinance Amending Sections 5.01.080 and 5.03.350 of the Colma Municipal Code, to Prohibit Marijuana Cultivation Pursuant to CEQA Guideline 15061(B)(3) (Second Reading).
5. Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the Fourth Quarter of 2015.
6. Motion to Adopt a Resolution Amending Subchapter 3.04 and 3.05 of the Colma Administrative Code, Relating to Personnel Policies.

NEW BUSINESS

7. **MOSQUITO ABATEMENT DISTRICT BOARD OF TRUSTEE APPOINTMENT**

Consider: Motion to Adopt a Resolution Appointing Carrie Slaughter to the San Mateo County Mosquito and Vector Control District.

8. **TOWN HALL RENOVATION PROJECT- SECOND REVIEW OF INTERIOR FINISHES**

Consider: Motion Confirming Option 2 for the Lighting System for the New Town Hall City Council Chamber, Which Provides Minimal Disruption to the Chamber's Existing Aesthetic.

PUBLIC HEARING

9. **CONSTRUCTION NOISE ORDINANCE**

Consider: Motion to Introduce an Ordinance Amending Section 5.04.220 of the Colma Municipal Code Relating to Standard Hours of Construction, Pursuant to CEQA Guideline 15061(b)(3), and to Waive a Further Reading of the Ordinance.

10. **PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS IN COLMA**

- a. *Consider:* Motion to Adopt a Resolution Approving Associate Membership by the Town in the California Enterprise Development Authority; Authorizing and Directing the Execution of an Associate Membership Agreement Relating to Associate Membership of the Town in the Authority; Authorizing the Town to Join the Figtree Pace Program; Authorizing the California Enterprise Development Authority to Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the Town of Colma; and Authorizing Related Actions.
- b. *Consider:* Motion to Adopt a Resolution Approving Consent to Inclusion of Properties Within the Incorporated Area of the Town in the San Mateo County Property Assessed Clean Energy Program to Finance Distributed Generation Renewable Energy Sources and Energy and Water Efficiency Improvements, Approving the Report Setting Forth the Parameters of the Referenced Program and Certain Matters in Connection Therewith.
- c. *Consider:* Motion to Adopt a Resolution of the City Council of the Town of Colma, California, Consenting to the Inclusion of Properties Within the Town's Jurisdiction in the California Hero Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving the Amendment to a Certain Joint Powers Agreement Related Thereto.

STUDY SESSION

11. **WASTE HAULERS FRANCHISE RATE DISCUSSION**

12. **PLAN BAY AREA 2040**

These items are study sessions; no action will be taken at this meeting.

COUNCIL CALENDARING

REPORTS

Mayor/City Council

City Manager

ADJOURNMENT

The City Council Meeting Agenda Packet and supporting documents are available for review at the Colma Town Hall, 1188 El Camino Real, Colma, CA during normal business hours (Mon – Fri 8am-5pm). Persons interested in obtaining an agenda via e-mail should call Caitlin Corley at 650-997-8300 or email a request to ccorley@colma.ca.gov.

Reasonable Accommodation

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CLOSED SESSION

1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators

Agency Negotiator:	Sean Rabé, City Manager
Employee Organizations:	Colma Peace Officers Association and Colma Communications/Records Association

There is no staff report for this item.



**MINUTES
REGULAR MEETING**

City Council of the Town of Colma
Colma Community Center, 1520 Hillside Boulevard
Colma, CA 94014

Wednesday, December 9, 2015

Closed Session – 6:00 p.m.
Regular Session – 7:00 p.m.

CLOSED SESSION

1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators

Agency Negotiator: Sean Rabé, City Manager
Employee Organizations: Colma Peace Officers Association and Colma Communications/Records Association

CALL TO ORDER

Mayor Colvin called the Regular Meeting of the City Council to order at 7:03 p.m.

Council Present – Mayor Diana Colvin, Vice Mayor Helen Fisicaro, Council Members Raquel “Rae” Gonzalez and Joseph Silva were present. Council Member Joanne F. del Rosario was absent.

Staff Present – City Manager Sean Rabé, City Attorney Christopher Diaz, Recreation Services Director Brian Dossey, Director of Public Works Brad Donohue, Police Commander Sherwin Lum, Human Resources Manager Lori Burns, City Planner Michael Laughlin, and City Clerk Caitlin Corley were in attendance.

REPORT FROM CLOSED SESSION

Mayor Colvin stated, “There was no reportable action taken at the closed session this evening.”

ADOPTION OF THE AGENDA

City Attorney Christopher Diaz stated that staff made a small change in item #8 on the Consent Calendar. The following text should be inserted at the end of number 3 in the final paragraph in the resolution, “... subject to the Town entering into a contract for completion of the project, and conducting any necessary environmental review required under the California Environmental Quality Act.”

The Mayor asked for a motion to adopt the agenda with the requested change in item #8.

Action: Vice Mayor Fisicaro moved to adopt the agenda with the requested change; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario					✓
	4	0			

PUBLIC COMMENTS

Mayor Colvin opened the public comment period at 7:15 p.m. and seeing no one come forward, she closed the public comment period.

CONSENT CALENDAR

2. Motion to Accept the Minutes from the November 12, 2015 Regular Meeting.
3. Motion to Accept the Minutes from the November 30, 2015 Special Meeting.
4. Motion to Accept the Minutes from the December 1, 2015 Special Meeting.
5. Motion to Approve Report of Checks Paid for November 2015.
6. Motion to Adopt an Ordinance an Ordinance Amending Subchapter 5.11 of the Colma Municipal Code, Relating to Water Efficient Landscape Requirements Pursuant to CEQA Guidelines 15061(b)(3) and 15308 (second reading).
7. Motion to Adopt a Resolution Authorizing the Over Hire of One Police Officer for a Six Week Period from January 25, 2016 to March 7, 2016.
8. Motion to Adopt a Resolution Supporting the Submittal an Application for the Measure "A" Pedestrian and Bicycle Program Funding Related to the Hillside Boulevard Pedestrian/Bicycle Safety Improvement Project.

Action: Vice Mayor Fiscaro moved to approve the Consent Calendar items #2-8; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario					✓
	4	0			

NEW BUSINESS

9. CLIMATE ACTION PLAN ANNUAL REPORT AND SUSTAINABILITY RECOGNITION

City Planner Michael Laughlin presented the staff report. Mayor Colvin opened the public hearing at 7:28 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

Action: Council Member Silva moved to Accept the Climate Action Plan (CAP) Progress Report; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fisicaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario					✓
	4	0			

Mayor Colvin presented the following sustainability awards:

- Special Recognition – Home Depot
- Business Lighting Retrofits – Lucky Chances
- Window Installation – Padilla Family
- Drought Tolerant Landscaping – Maureen O'Connor

Maureen O' Connor was present to accept her award; the other awardees were unable to attend.

10. AWARD OF TOWN HALL MASS GRADING AND FOUNDATION PROJECT

Director of Public Works Brad Donohue presented the staff report. Mayor Colvin opened the public hearing at 7:44 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

Action: Council Member Silva moved to Adopt a Resolution Awarding Construction Contract to Farrallon Company Inc. for the Mass Grading and Site Improvement Project for the Colma Town Hall Renovation Project Pursuant to CEQA Guidelines 15303, 15331 and 15332; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fisicaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario					✓
	4	0			

11. COUNCIL OF CITIES AND CITY SELECTION COMMITTEE

City Clerk Caitlin Corley presented the staff report. Mayor Colvin opened the public hearing at 7:50 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

Action: Vice Mayor Fiscaro moved to Confirm Designation of the Mayor as the Voting Member for the Council of Cities, Designate an Alternate Voting Member, and Give the Voting Member Discretion on Any and All Matters to be Considered; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario					✓
	4	0			

12. CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2016

City Clerk Caitlin Corley presented the staff report. Mayor Colvin opened the public hearing at 7:55 p.m. and seeing no one come forward to speak, she closed the public hearing. The Mayor led the discussion on committee assignments for Council Members. Below is the list of 2015 Committee Assignments that the Council discussed and proposed:

Committee Name	2016 Primary	2016 Secondary
Office of Emergency Services (EMERGENCY SERVICES COUNCIL, MEETS QUARTERLY 3 RD THURSDAYS IN JANUARY, APRIL, JUNE & SEPTEMBER, , AT 5:30 PM, AT THE HALL OF JUSTICE IN REDWOOD CITY IN JURY ASSEMBLY ROOM)	Colvin	del Rosario
Colma Creek Flood District (MEETS QUARTERLY, 2 ND TUESDAY @ 3PM IN MARCH, JUNE, SEPTEMBER AND DECEMBER AT CITY HALL, SOUTH SAN FRANCISCO)	Fiscaro	Colvin
Peninsula Congestion Relief Alliance - "The Alliance" Board of Directors member (6 X A YEAR, THURSDAY MORNINGS)	Gonzalez	Colvin
C/CAG (2 ND THURSDAY OF THE MONTH, 7PM)	Silva	Colvin
League of California Cities (ANNUAL CONFERENCE, AND WORKSHOPS THROUGHOUT THE YEAR)	All	
San Mateo County Council of Cities (MONTHLY DINNER AND MEETING)	Colvin is the voting representative	All Council Members can attend
Mayor/Chamber Walks (SCHEDULED BETWEEN THE MAYOR, CITY MANAGER & CHAMBER OF COMMERCE, APPROXIMATELY 5+ OUTINGS)	Colvin	All other Council Members

City Representative at Colma-Daly City Chamber of Commerce (1-2 MEETINGS A YEAR, AS NEEDED)	Colvin	Fiscaro
Legislative Committee (C/CAG) (ONCE PER MONTH, ON 2 ND THURSDAYS AT 5PM)	Silva	
ABAG Representative (GENERAL ASSEMBLY MEETS TWICE PER YEAR APRIL & OCTOBER)	del Rosario	Gonzalez
Housing and Community Development Commission (HCDC) (MEETINGS ARE DURING THE DAYTIME, AS NEEDED. MORE MEETINGS AT BEGINNING OF THE YEAR. APPOINTED BY CITY SELECTION COMMITTEE)	Fiscaro	
Grand Boulevard Task Force (MEETS 3 RD WEDNESDAY, 10AM-12 NOON, MARCH, JUNE, SEPTEMBER, DECEMBER AT EITHER SAM TRANS IN SAN CARLOS OR CITY HALL IN SANTA CLARA)	Silva	Gonzalez
Sustainable Communities Strategy and Regional Housing Needs Allocation Policy Advisory Committee (NO MEETINGS SCHEDULED AT THIS TIME)	Fiscaro	Silva
Closing the Jobs/Housing Gaps Task Force (MEETS 4 TH WEDNESDAY, 7AM AT THE SAN MATEO COUNTY DEPARTMENT OF HOUSING)	Fiscaro	
Point of Contact for the San Mateo County Energy Strategy Program (NO MEETINGS SCHEDULED AT THIS TIME)	Fiscaro	

Action: Vice Mayor Fiscaro moved to Approve Committee Assignments for 2016 and Granting to the Appointee Discretion in Voting on Matters Brought Before the Committee; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario					✓
	4	0			

13. PERMANENT MEDICAL MARIJUANA ORDINANCE

City Attorney Christopher Diaz presented the staff report. He noted that there was a small non substantive typo in the title of the resolution; "CEQA Guideline 15016" should read "CEQA Guideline 15061." Mayor Colvin opened the public hearing at 8:12 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

Action: Council Member Gonzalez moved to Introduce an Ordinance Amending Sections 5.01.080 and 5.03.350 of the Colma Municipal Code, to Prohibit Marijuana Cultivation, Pursuant to CEQA Guideline 15061(b)(3), and Waive a Further Reading of the Ordinance, and Direct the City Attorney to make non substantive changes; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting	Present, Not Voting	Absent
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	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario					✓
	4	0			

14. TOWN OWNED AFFORDABLE HOUSING TIME RESTRICTION

City Attorney Christopher Diaz presented the staff report. Mayor Colvin opened the public hearing at 8:19 p.m. Resident Maureen O'Connor made a comment. The Mayor closed the public hearing at 8:20 p.m. Council discussion followed.

Action: Vice Mayor Fiscaro moved to Adopt a Resolution Amending Subchapter of 2.03 of the Colma Municipal Code, Relating to Town Owned Affordable Housing, Pursuant to CEQA Guideline 15061(b)(3); the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario					✓
	4	0			

STUDY SESSION

15. HISTORIC RESOURCES ELEMENT

City Planner Michael Laughlin presented the staff report. Mayor Colvin opened the public hearing at 9:00 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

This item was for discussion only; no action was taken at this meeting.

COUNCIL CALENDARING

The Regular City Council Meeting on Wednesday, December 23, 2015 will be cancelled.

The next Regular City Council Meeting will be Wednesday, January 13, 2016 at 7:00 p.m.

REPORTS

Diana Colvin

Chamber Soiree and Cypress Business Awards, 12/4
 Council of Cities Dinner, hosted by Brisbane, 11/20

Helen Fiscaro

Chamber Soiree and Cypress Business Awards, 12/4

Joseph Silva

Chamber Soiree and Cypress Business Awards, 12/4

Council of Cities Dinner, hosted by Brisbane, 11/20

Joanne F. del Rosario

Chamber Soiree and Cypress Business Awards, 12/4

City Manager Sean Rabé reported on the following topics:

- The Town Holiday Party is coming up on Saturday, December 12. We have over 200 RSVPs so far.

ADJOURNMENT AND CLOSE IN MEMORY

The meeting was adjourned by Mayor Colvin at 9:22 p.m. in memory of Edward Lagomarsino, longtime community member; Rolf Lewis, longtime community member; and Rick Ocshenhirt, South San Francisco School Board Member.

Respectfully submitted,

Caitlin Corley
City Clerk



Final Check List
Town of Colma

apChkLst
12/04/2015 1:05:54PM

Bank: first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
42946	12/7/2015	00004	000007302117	11/13/2015	C3A1210TS01 10/13-11/12	1,488.81	1,488.81
42947	12/7/2015	00005	ABAG PLAN CORPORATION	9/30/2015	September 2015 Legal Fees Se	1,212.26	1,212.26
42948	12/7/2015	00049	CALIFORNIA PEACE OFFICER 11079	11/11/2015	Jan 1-Dec 31, 2016 Dues Rene	125.00	125.00
42949	12/7/2015	00051	CALIFORNIA WATER SERVICE 6544607057	11/18/2015	6544607057 SW Corner Hillside	570.17	570.17
42950	12/7/2015	00057	CINTAS CORPORATION #2	11/6/2015	STD Battery Pck (DBP-1400) &	252.78	252.78
42951	12/7/2015	00071	CSG CONSULTANTS, INC.	Sept 26-Oct 30, 12/1/2015	CSG	100,076.83	100,076.83
42952	12/7/2015	00095	CLEARLITE TROPHIES	76671	11/23/2015 9 x 12 Walnut Gavel Plaque w/f	102.46	102.46
42953	12/7/2015	00140	FIRST NAT BANK OF NO CA	11/20/15 Tapia	11/20/2015 CREDIT CARD CHARGE	4,815.18	4,815.18
				11/20/15 Dossey	11/20/2015 CREDIT CARD CHARGE	2,131.53	2,131.53
				11/20/15 Stratfor	11/20/2015 CREDIT CARD CHARGE	1,304.03	1,304.03
				11/20/15 Gogan	11/20/2015 CREDIT CARD CHARGE	646.79	646.79
42954	12/7/2015	00181	IEDA	20930	12/1/2015 LABOR RELATIONS CONSUL	1,279.00	8,897.53
42955	12/7/2015	00215	FEDEX OFFICE AND PRINT	5-230-85161	11/20/2015 SHIPPING FEES	51.24	1,279.00
42956	12/7/2015	00307	PACIFIC GAS & ELECTRIC	0092128195-2	11/19/2015 0092128195-2	1,724.76	51.24
				2039987372-6	11/18/8888 2039987372-6	11.20	1,724.76
				9956638930-2	11/18/2015 9956638930-2	9.87	11.20
42957	12/7/2015	00421	U.S. POSTAL SERVICE	Bulk Acct #1431	12/2/2015 Bulk Mail Account #1431 Postal	2,000.00	2,000.00
42958	12/7/2015	00449	BANK OF AMERICA	11/24/2015	11/24/2015 CREDIT CARD CHARGE	6,356.87	6,356.87
42959	12/7/2015	00498	INTOXIMETERS, INC	516115	11/23/2015 200 Mouthpiece FST	64.75	64.75
42960	12/7/2015	00693	DEGUIA, PRISCILLA	2000331.003	11/25/2015 11/25/15 Withdrawal Refund Cr	10.00	10.00
42961	12/7/2015	00716	SMCPCSA	2016-09	10/26/2015 2016 Association Membership I	500.00	500.00
42962	12/7/2015	00949	GLUSZEK, BRENDA K.	Sept 15-Nov 19,	12/3/2015 YOGA CLASSES	2,200.00	2,200.00
42963	12/7/2015	01037	COMCAST CABLE	11/25-12/24 Intei	11/20/2015 8155 20 022 0097051 Internet	284.02	284.02
				11/27-12/26 XFII	11/17/2015 1520 HILLSIDE XFINITY TV	10.11	10.11
42964	12/7/2015	01340	NAVIA BENEFIT SOLUTIONS	10036598	11/30/2015 SECTION 125 PARTICIPANT F	80.00	80.00
42965	12/7/2015	01364	VIGIL, CHRISTINA	2000336.003	12/2/2015 12/02/15 Holiday Party Withdra	15.00	15.00
42966	12/7/2015	01370	VERIZON WIRELESS SERVICE 9755612540	100000006936	11/15/2015 CELL PHONE SERVICE	1,728.60	1,728.60
42967	12/7/2015	01413	GLOBALSTAR USA	2000332.003	11/16/2015 EMERGENCY SATELLITE PHC	2,012.55	2,012.55
42968	12/7/2015	01457	BATERINA, BARBARA	15150	11/25/2015 11/25/15 Withdrawal Refund Sli	5.00	5.00
42969	12/7/2015	01480	LEXIPOL LLC	2000333.003	12/1/2015 Jan 1-Dec 31, 2016 LE Policy L	4,450.00	4,450.00
42970	12/7/2015	01511	GONZALEZ, JOSE	2000333.003	11/30/2015 11/30/15 Deposit Refund	300.00	300.00
42971	12/7/2015	01569	DARLING INTERNATIONAL INC	9389	11/17/2015 TRAP SERVICE CHARGE	79.71	79.71
42972	12/7/2015	01629	R. J. RICCIARDI INC	Essential Oils Cl	11/30/2015 Services ending 10/30/15	467.50	467.50
42973	12/7/2015	01689	MORENO, JUANITA	Essential Oils Cl	11/14/15 Essential Oils Class at	45.00	45.00

Final Check List
Town of Colma

apChkLst
12/04/2015 1:05:54PM

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
42974	12/7/2015	01865	THYSSENKRUPP ELEVATOR 3002240011	12/1/2015	12/01/15-11/30/16 Gold-Full Ma	3,413.17	3,413.17
42975	12/7/2015	01972	LORAL LANDSCAPING, INC 3192	11/13/2015	Tree Work Completed Per Estir	18,288.00	18,288.00
42976	12/7/2015	01995	CELESTE, MIKE L. 15-1201	12/1/2015	Nov 6-27, 2015 Cardroom Back	1,320.00	1,320.00
42977	12/7/2015	02002	DIZCO, INC. 2607	11/27/2015	12/05/15 BWS Balloon Twister,	535.00	535.00
42978	12/7/2015	02082	VINCE'S OFFICE SUPPLY, INC Nov 2015	11/3/2015	OFFICE SUPPLIES	21.24	21.24
42979	12/7/2015	02144	DOMINIC.A. DE LUCCA DBA DI601	11/30/2015	TAE KWON DO	1,100.00	1,100.00
42980	12/7/2015	02179	HUB INTERNATIONAL OF CA Nov 2015	11/30/2015	INSURANCE EVENTS	256.08	256.08
42981	12/7/2015	02499	GE CAPITAL INFORMATION T195858355	11/20/2015	ADMIN COPY MACHINE RENT	1,365.74	1,365.74
42982	12/7/2015	02799	WAVE Dec 2015	11/23/2015	RIMS INTERNET W/SSF	400.00	400.00
42983	12/7/2015	02830	BAILEY FENCE COMPANY, IN(73548	11/30/2015	PD Repair Chainlink Gate & Ori	3,341.15	3,341.15
42984	12/7/2015	02891	HANSEN, JULIANNE 33242P Refund	11/27/2015	33242P Refund Overcharge	2.00	2.00
42985	12/7/2015	02892	PENALOZA, VERONICA 2000335.003	11/30/2015	11/30/15 Deposit Refund	80.00	80.00
42986	12/7/2015	02893	OLIVIA, EDWARD 2000334.003	11/30/2015	11/30/15 Deposit Refund	150.00	150.00

b total for FIRST NATIONAL BANK OF DALY CITY: 166,683.40

41 checks in this report.

Grand Total All Checks: 166,683.40

Final Check List
Town of Colma

apChkLst
12/07/2015 9:43:49AM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
42987	12/8/2015	00013	Nov 2015	11/30/2015	TIRE SERVICE	1,587.69	1,587.69
42988	12/8/2015	00140	11/20/15 Pfortent	11/20/2015	CREDIT CARD CHARGE	137.77	186.81
			11/20/15 Silva	11/20/2015	CREDIT CARD CHARGE	49.04	602.00
42989	12/8/2015	00254	METRO MOBILE COMMUNICA 151210	12/1/2015	MAINTENANCE CONTRACT	602.00	
42990	12/8/2015	00307	PACIFIC GAS & ELECTRIC 9248309814-8	11/19/2015	9248309814-8 601 F St.	227.62	
			0567147369-1	11/23/2015	0567147369-1 JSB s/o Serram	124.69	352.31
42991	12/8/2015	01030	STEPFORD, INC. 1502174	11/20/2015	MONTHLY SERVICE CONTRA	5,380.00	5,380.00
42992	12/8/2015	01308	EEL RIVER FUELS, INC, 443642	11/30/2015	PW GAS PURCHASES	294.44	294.44
42993	12/8/2015	01863	RODRIGUEZ, RYAN 11/30/15 Work B	11/13/2000	11/30/15 Work Boots Reimbu	130.00	130.00
42994	12/8/2015	02274	FRANK AND GROSSMAN LANI149877	12/1/2015	LANDSCAPE MAINTENANCE	10,363.00	10,363.00
42995	12/8/2015	02730	THE RATCLIFF ARCHITECTS 7929	11/12/2015	COLMA TOWN HALL RENOVA	65,926.49	65,926.49
42996	12/8/2015	02824	R3 CONSULTING GROUP, INC7698	12/1/2015	PROCUREMENT ASSISTANCE	10,225.00	10,225.00

b total for FIRST NATIONAL BANK OF DALY CITY: 95,047.74

10 checks in this report.

Grand Total All Checks:

95,047.74

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
42997	12/7/2015	00140	11/20/15 Morque	11/20/2015	CREDIT CARD CHARGE	2,814.45	4,424.52
			11/20/15 Rabe	11/20/2015	CREDIT CARD CHARGE	1,610.07	

b total for FIRST NATIONAL BANK OF DALY CITY: 4,424.52

1 checks in this report.

Grand Total All Checks:

4,424.52

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
42998	12/11/2015	00068	12112015 B	12/11/2015	COLMA PEACE OFFICERS: P/	652.14	652.14
42999	12/11/2015	00631	12112015 B	12/11/2015	PERS - BUYBACK: PAYMENT	22,904.39	
			12112015 B	12/11/2015	PERS MISC NON-TAX: PAYME	9,757.42	
			12112015 M	12/11/2015	PERS MISC NON-TAX: PAYME	610.44	33,272.25
43000	12/11/2015	01340	12112015 B	12/11/2015	FLEX 125 PLAN: PAYMENT	515.78	515.78
43001	12/11/2015	01360	12112015 B	12/11/2015	ICMA CONTRIBUTION: PAYME	3,417.00	
			12112015 M	12/11/2015	ICMA CONTRIBUTION: PAYME	650.00	4,067.00
43002	12/11/2015	01375	12112015 B	12/11/2015	NATIONWIDE: PAYMENT	7,183.00	
			12112015 M	12/11/2015	NATIONWIDE: PAYMENT	700.00	7,883.00
43003	12/11/2015	02377	12112015 B	12/11/2015	WAGE GARNISHMENT: PAYM	553.84	553.84
93307	12/11/2015	00521	12112015 M	12/11/2015	FEDERAL TAX: PAYMENT	907.56	907.56
93309	12/11/2015	00130	12112015 B	12/11/2015	CALIFORNIA STATE TAX: PAY	8,351.06	8,351.06
93310	12/11/2015	00521	12112015 B	12/11/2015	FEDERAL TAX: PAYMENT	39,511.59	39,511.59

b total for FIRST NATIONAL BANK OF DALY CITY: 95,714.22

9 checks in this report.

Grand Total All Checks:

95,714.22

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
43004	12/14/2015	00051	CALIFORNIA WATER SERVICE	12/1/2015	WATER BILL	4,432.76	4,432.76
43005	12/14/2015	00057	CINTAS CORPORATION #2	12/14/2015	CLEANING SERVICE	758.82	758.82
43006	12/14/2015	00065	COLMA HISTORICAL ASSOCIATION	12/11/2015	Donation in Honor of Joanne F.	100.00	100.00
43007	12/14/2015	00116	DALY CITY/COLMA CHAMBER	12/03/15	Holiday Soiree & Cypr	375.00	375.00
43008	12/14/2015	00213	STRATTON, KIRK	12/14/2015	Dec 8-11, 2015 Training Works	68.20	68.20
43009	12/14/2015	00222	LEAGUE OF CA CITIES	12/1/2015	2016 Local Streets & Roads Ne	150.00	150.00
43010	12/14/2015	00364	SMC SHERIFF'S OFFICE	11/13/2015	LAB FEES	139.39	139.39
43011	12/14/2015	00366	CRITICAL REACH	12/10/2015	2016 APBnet Crime Bulletin Se	285.00	285.00
43012	12/14/2015	00388	SONITROL	12/1/2015	427 F ST. MONTHLY MONITO	109.00	109.00
43013	12/14/2015	00412	TELECOMMUNICATIONS ENG	12/10/2015	Facilities Mgmt & Maintenance	1,328.00	1,328.00
43014	12/14/2015	00463	FISICARO, DENNIS & HELEN	12/9/2015	Water Conservation Rebate	149.75	149.75
43015	12/14/2015	00464	HINDERLITER, DE LLAMAS	11/27/2015	SALES TAX SERVICES	1,326.43	1,326.43
43016	12/14/2015	00779	CASTRO, ESTHER	12/7/2015	12/07/15 Deposit Refund	300.00	300.00
43017	12/14/2015	01037	COMCAST CABLE	12/7/2015	12/07/15 Deposit Refund	50.00	50.00
43018	12/14/2015	01183	COMCAST CABLE	11/26/2015	COMCAST CABLE TV	12,875.28	12,875.28
43019	12/14/2015	01184	BEST BEST & KRIEGER LLP	12/02/15-01/01/1	INTERNET 198 & 1199 EL CA	239.02	239.02
43020	12/14/2015	01450	PENINSULA UNIFORMS & EQ	11/25-12/24	HIGH SPEED INTERNET 427 I	234.02	234.02
43021	12/14/2015	01745	SAN MATEO LAWN MOWER	12/4/2015	CITY ATTORNEY SERVICES	16,829.69	16,829.69
43022	12/14/2015	02082	WILLIAM D. WHITE CO., INC.	12/4/2015	CITY ATTORNEY SERVICES	666.34	666.34
43023	12/14/2015	02082	VINGE'S OFFICE SUPPLY, INC	11/30/2015	UNIFORMS	433.82	433.82
43024	12/14/2015	02182	DALY CITY KUMON CENTER	11/30/2015	Fuel Pump, Air Filter, R Plug	106.31	106.31
43025	12/14/2015	02190	GOGAN, REA	12/4/2015	Replace Arm on Exit Gate & Te	1,278.38	1,278.38
43026	12/14/2015	02198	BAYSIDE PRINTED PRODUCT	11/30/2015	OFFICE SUPPLIES	1,193.18	1,193.18
43027	12/14/2015	02216	RAMOS OIL CO. INC.	12/9/2015	TUTORING	4,975.00	4,975.00
43028	12/14/2015	02299	MAITA, CYNTHIA LANI	Nov 19-Dec 7	Meals & Mileage	145.60	145.60
43029	12/14/2015	02499	GE CAPITAL INFORMATION	12/8/2015	Recreation Guide Jan - April 2	939.65	939.65
43030	12/14/2015	02510	REGIONAL GOVERNMENT SE	11/10/2015	GASOLINE PURCHASES	958.21	958.21
43031	12/14/2015	02637	Z.A.P. MANUFACTURING INC.	11/30/2015	GASOLINE PURCHASES	812.96	812.96
43032	12/14/2015	02714	MARCHETTI, DAWN	11/20/2015	GASOLINE PURCHASES	674.96	674.96
43033	12/14/2015	02714	MARCHETTI, DAWN	12/7/2015	12/07/15 Deposit Refund	50.00	50.00
43034	12/14/2015	02714	MARCHETTI, DAWN	12/7/2015	PD COPY MACHINE RENTAL	812.84	812.84
43035	12/14/2015	02714	MARCHETTI, DAWN	11/30/2015	CONTRACT P. RANKIN	4,126.50	4,126.50
43036	12/14/2015	02714	MARCHETTI, DAWN	12/1/2015	10 8"x2.5" Black on White EG "	282.46	282.46
43037	12/14/2015	02714	MARCHETTI, DAWN	12/12/2015	Dec 1-2, 2015 Cell Phone Inves	30.00	30.00

Final Check List
Town of Colma

apChkLst
12/14/2015 10:43:52AM

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
43032	12/14/2015	02743	Dec 2015	12/1/2015	INTERNET ACCESS 128070	698.16	698.16
43033	12/14/2015	02793	13254	12/10/2015	2012 Ford Explorer Replace Fr	559.89	599.89
			13612	12/11/2015	2013 Ford Explorer Replaced E	40.00	78.41
43034	12/14/2015	02817	11/25/15 Reimbu	12/11/2015	11/25/15 Creekside Villas Luncl	78.41	140.00
43035	12/14/2015	02840	2015-1118TC	11/18/2015	11/18/15 Wreath Making 4 Parti	140.00	850.00
43036	12/14/2015	02851	Sept 28-Dec 7, 2	12/8/2015	HULA & TAHITIAN DANCE CL/	850.00	657.27
43037	12/14/2015	02864	MOBILE MODULAR MANAGEM876044	11/25/2015	11/25/15-12/24/15 24 x 60 HCD	657.27	408.97
			872157	11/19/2015	11/19/15-12/18/15 8 x 20 Office	408.97	298.57
43038	12/14/2015	02881	TELESTAR CONSULTING INC INV00221352	12/14/2015	4 Medistaph Antimicrobial Towe	298.57	16,549.64
43039	12/14/2015	02885	FIRST KICK SCOOTERS INC. Balance Due	12/12/2015	2016 Zero DSP 13.0 Black Moti	16,549.64	2.00
43040	12/14/2015	02895	MORENO, YOLANDA 2000344.003	12/7/2015	12/07/15 Refund Balance	2.00	98.47
43041	12/14/2015	02896	Nov 6 & 23 Reir	12/9/2015	11/23/15 Buffalo Wild Wings Fo	98.47	

b total for FIRST NATIONAL BANK OF DALY CITY: 77,617.95

38 checks in this report.

Grand Total All Checks:

77,617.95

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
43042	12/21/2015	00005	ABAG PLAN CORPORATION ABGV24136-151	10/31/2015	October 2015 Legal Fees Selm:	7,060.96	7,060.96
43043	12/21/2015	00025	ALLIED HEATING & AIR COND 38800 38799	11/30/2015	Reset Unit & Checked Temp, U	739.40	1,450.60
43044	12/21/2015	00051	CALIFORNIA WATER SERVICE 12/02/2015	11/30/2015	Server Room Unit at PD: De-ice	711.20	129.92
43045	12/21/2015	00057	CINTAS CORPORATION #2 8402523210	12/2/2015	CA WATER	129.92	
			8402523227	12/4/2015	PW First Aid Supplies 601 F St.	267.27	
43046	12/21/2015	00071	CSG CONSULTANTS, INC. Oct 31-Nov 27, 2	12/4/2015	Engineering First Aid Supplies 1	197.43	464.70
43047	12/21/2015	00093	CITY OF SOUTH SAN FRANCISCO 516324	12/10/2015	CSG	71,160.23	71,160.23
			516324	12/10/2015	824 Sewer Capacity Fee relatex	13,639.00	
43048	12/21/2015	00174	HOME DEPOT CREDIT SERVICE 11/29/15	12/10/2015	DISPATCH SERVICES	8,626.09	22,265.09
43049	12/21/2015	00307	PACIFIC GAS & ELECTRIC 12/04/15	11/29/2015	Nov 2-24, 2015 PW Purchases	2,264.78	2,264.78
			12/03/2015	12/4/2015	PG&E	4,888.23	
			TERMINEX INTERNATIONAL L350493552	12/3/2015	PG&E	540.79	5,429.02
			350493553	12/17/2015	PEST CONTROL	467.00	
43051	12/21/2015	00534	SMC INFORMATION SERVICE 1YCL11511	12/17/2015	601 F St.	59.00	526.00
43052	12/21/2015	00623	ARAMARK Nov 2015	12/10/2015	MICRO CHANNEL & LINES	1,255.50	1,255.50
43053	12/21/2015	00830	STAPLES BUSINESS ADVANTAGE 8037120475	11/30/2015	UNIFORM SERVICE	409.36	409.36
43054	12/21/2015	01037	COMCAST CABLE 12/11-01/10 601	12/5/2015	SEB Reman Toner HP 49A, HP	496.91	496.91
43055	12/21/2015	01076	API CONSULTING 15-12 Colma	12/7/2015	HIGH-SPEED INTERNET 601 I	104.02	104.02
43056	12/21/2015	01276	GONZALEZ, RAE 2000350.003	12/10/2015	RECORDS MANAGEMENT	5,920.00	5,920.00
43057	12/21/2015	01296	SOUTH SAN FRANCISCO COM8076	12/14/2015	12/14/15 Deposit Refund	50.00	50.00
43058	12/21/2015	01308	EEL RIVER FUELS, INC, 448503	12/16/2015	12/12/15 Holiday Party	19,242.40	19,242.40
43059	12/21/2015	01414	VERANO HOMEOWNERS ASS 1	12/15/2015	PW GAS PURCHASES	183.55	183.55
43060	12/21/2015	01445	VIZ, ZENAIDA 2000324.003	1/1/2016	VERANO OWNERS ASSOCIA	300.00	300.00
43061	12/21/2015	01541	NORCAL Feb 4-5, 2016 Co	11/16/2015	11/16/15 Holiday Party Refund 1	10.00	10.00
43062	12/21/2015	01565	BAY CONTRACT MAINTENANCE 16000	12/21/2015	Feb 4-5, 2016 NORCAL Confer	195.00	195.00
			16000	12/10/2015	JANITORIAL SERVICES	7,706.91	
43063	12/21/2015	01601	DELA CRUZ, MARIA THERESA 2000351.003	12/17/2015	Cleaning & Paper Products	3,125.52	10,832.43
43064	12/21/2015	01653	KAISER FOUNDATION HEALTH NOV 2015	12/14/2015	12/14/15 Deposit Refund	50.00	50.00
43065	12/21/2015	01684	PERRERAS, CONRAD 2000349.003	12/8/2015	Nov 2015 Innoculations	154.00	154.00
43066	12/21/2015	01687	UNITED SITE SERVICES OF 114-3572062	12/14/2015	12/14/15 Deposit Refund	300.00	300.00
43067	12/21/2015	01860	ROQUE, EMILIO 2000348.003	12/10/2015	STANDARD AND REGULAR S	118.98	118.98
43068	12/21/2015	02118	BAY AREA NEWS GROUP 0000929042	12/11/2015	12/11/15 Teen Holiday Party Wi	80.00	80.00
43069	12/21/2015	02252	PERIWINKLE CUSTOM FRAME 11/20/2015	11/30/2015	Mass Grading & Site Improvem	174.40	174.40
				11/20/2015	20 8.5"x14" Frames	915.60	915.60

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
43070	12/21/2015	02386	VIBO MUSIC SCHOOL	12/18/2015	MUSIC LESSONS	2,712.00	2,712.00
43071	12/21/2015	02499	GE CAPITAL INFORMATION T195940825	12/4/2015	REC COPY MACHINE RENTAL	602.57	602.57
43072	12/21/2015	02542	KEYSTONE (US) MANAGEMENT25591151	12/5/2015	Jan 1-March 31, 2016 Fire Syst	361.98	361.98
43073	12/21/2015	02623	BLOEBAUM, CYNTHIA	12/17/2015	COOKING CLASSES	980.00	980.00
43074	12/21/2015	02797	XTELESIS CORPORATION D11402	12/10/2015	Shorecare Partner Support 1 Ye	4,967.40	4,967.40
43075	12/21/2015	02827	CORODATA SHREDDING, INC.RS2762931	11/30/2015	Nov 2015 Storage, Pickup/Deliv	158.53	158.53
43076	12/21/2015	02897	FERNANDEZ, CHRISTIAN	12/12/2015	12/12/15 Holiday Party DJ 6 hrs	600.00	600.00
b total for FIRST NATIONAL BANK OF DALY CITY:							161,925.93

35 checks in this report.

Grand Total All Checks:

161,925.93

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
43077	12/23/2015	00047	12232015 B	12/23/2015	CLEA: PAYMENT	343.00	343.00
43078	12/23/2015	00068	12232015 B	12/23/2015	COLMA PEACE OFFICERS: P/	652.14	652.14
43079	12/23/2015	00282	12232015 B	12/23/2015	JAN 2016 ACTIVE MEDICAL IN	68,506.15	68,506.15
43080	12/23/2015	00631	12232015 B	12/23/2015	PERS - BUYBACK: PAYMENT	23,848.53	
			12232015 B	12/23/2015	PERS MISC NON-TAX: PAYME	8,851.07	32,699.60
43081	12/23/2015	01340	12232015 B	12/23/2015	FLEX 125 PLAN: PAYMENT	515.62	515.62
43082	12/23/2015	01360	12232015 B	12/23/2015	ICMA CONTRIBUTION: PAYME	3,417.00	3,417.00
43083	12/23/2015	01375	12232015 B	12/23/2015	NATIONWIDE: PAYMENT	4,883.00	4,883.00
43084	12/23/2015	02224	12232015 B	12/23/2015	LIFE INSURANCE: PAYMENT	344.70	344.70
43085	12/23/2015	02377	12232015 B	12/23/2015	WAGE GARNISHMENT: PAYM	553.84	553.84
93311	12/25/2015	00130	12232015 B	12/23/2015	CALIFORNIA STATE TAX: PAY	6,883.64	6,883.64
93312	12/25/2015	00521	12232015 B	12/23/2015	FEDERAL TAX: PAYMENT	33,457.58	33,457.58

b total for FIRST NATIONAL BANK OF DALY CITY: 152,256.27

11 checks in this report.

Grand Total All Checks:

152,256.27

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
43086	12/28/2015	00051	CALIFORNIA WATER SERVICE1727052702	12/15/2015	1727052702 JSB ACROSS FR(77.38	77.38
43087	12/28/2015	00117	DELTA DENTAL OF CALIFORN BE001435995	1/1/2015	DENTAL INSURANCE	12,233.00	12,233.00
43088	12/28/2015	00258	CELESTE, MIKE	Oct-Dec 2015	RETIREE MEDICAL REIMBUR	454.50	454.50
43089	12/28/2015	00282	CALIFORNIA PUBLIC EMPLOY1918	12/14/2015	MEDICAL INSURANCE	37,365.99	37,365.99
43090	12/28/2015	00307	PACIFIC GAS & ELECTRIC	12/14/2015	PG&E	70.80	70.80
43091	12/28/2015	00411	TURBO DATA SYSTEMS	23731	CITATION PROCESSING	136.10	136.10
43092	12/28/2015	00599	RUGGIERO, EDWARD	Oct-Dec 2015	RETIREE MEDICAL REIMBUR	454.50	454.50
43093	12/28/2015	00617	QUINN, COLM	Oct-Dec 2015	RETIREE MEDICAL REIMBUR	454.50	454.50
43094	12/28/2015	00786	RANGEL, MARIA	2000355.003	12/21/2015 12/21/15 Deposit Refund	300.00	300.00
43095	12/28/2015	00851	COLMA FIRE DISTRICT SOCIA12/18/15	12/21/2015	12/18/15 Council of Cities Dinnr	405.00	405.00
43096	12/28/2015	01549	BURNS, LORI	Dec 2 & 4 Reimt	12/17/2015 Paris Baguette 12/02/15 All Em	61.81	61.81
43097	12/28/2015	01840	HOSS, GARY B.	12/05/2015 Poly	12/12/2015 01840	250.00	250.00
43098	12/28/2015	02224	STANDARD INSURANCE COMJan 2016	12/15/2015	LIFE INSURANCE	220.00	220.00
43099	12/28/2015	02274	FRANK AND GROSSMAN LANI40446202	12/17/2015	FALL/WINTER FLOWERS AT C	1,050.00	1,050.00
			40446204	12/17/2015	INSTALL SOCIETY GARLIC PL	360.00	1,410.00
43100	12/28/2015	02623	BLOEBAUM, CYNTHIA	121517	12/18/2015 12/16/15 Senior Holiday Lunch	845.00	845.00
43101	12/28/2015	02787	AECO SYSTEMS, INC.	50238	12/16/2015 Adjust Fire Alarm Tamper Switc	250.00	500.00
			50251	12/16/2015	Drain & Re-seal Fire Alarm Box	250.00	500.00
43102	12/28/2015	02788	LUNA-SEVILLA, MARGARET-ROct 10-Dec 19, 2	12/21/2015	Oct 10-Dec 19, 2015 Palango C	350.00	350.00
43103	12/28/2015	02827	CORODATA SHREDDING, INC.DN112975	11/30/2015	SHREDDING SERVICE ADMIN	79.00	79.00
43104	12/28/2015	02830	BAILEY FENCE COMPANY, INK73548	11/13/2015	RETENTION TO DATE PD PR(175.85	175.85
43105	12/28/2015	02863	PLACEWORKS, INC.	57901	11/30/2015 Nov 2015 435-455 Serramonte	1,749.30	1,749.30
43106	12/28/2015	02865	BONDOC, JESSIE	2000353.003	12/21/2015 12/21/15 Deposit Refund	300.00	300.00
43107	12/28/2015	02890	PEJI, MARK	2000354.003	12/21/2015 12/21/15 Deposit Refund	300.00	300.00
43108	12/28/2015	02898	DELA CRUZ, CARMEN	2000356.003	12/21/2015 12/21/15 Deposit Refund	50.00	50.00

b total for FIRST NATIONAL BANK OF DALY CITY: 58,242.73

23 checks in this report.

Grand Total All Checks:

58,242.73



ORDINANCE NO. ____
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**AN ORDINANCE AMENDING SECTIONS 5.01.080 AND 5.03.350 OF THE COLMA
MUNICIPAL CODE, TO PROHIBIT MARIJUANA CULTIVATION PURSUANT TO CEQA
GUIDELINE 15061(b)(3)**

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

ARTICLE 1. RECITALS.

- (a) In 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996"); and
- (b) The intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law; and
- (c) In 2003, the California Legislature adopted SB 420, the Medical Marijuana Program ("MMP"), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the Penal Code; and
- (d) Neither the Compassionate Use Act ("CUA") nor the MMP require nor impose an affirmative duty or mandate upon local governments to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction; and
- (e) In May 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, holding that cities have the authority to regulate or ban outright medical marijuana land uses; and
- (f) Under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and
- (g) On October 9, 2015, Governor Jerry Brown signed the "Medical Marijuana Regulation and Safety Act" ("Act") into law; and
- (h) The Act becomes effective January 1, 2016 and contains provisions that allow for local governments to regulate certain activities thereunder; and
- (i) The Act contains a provision which sets forth that the State shall become the sole authority for regulation under certain parts of the Act, unless local governments have "land use regulations or ordinances regulating or prohibiting the cultivation of marijuana..." (Health and Safety Code §11362.777(c)(4); and

(j) Several California cities have reported negative impacts of marijuana cultivation, processing, and distribution uses, including offensive odors, illegal sales, and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests; and

(k) Marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor, that is detectable far beyond property boundaries if grown outdoors; and

(l) The strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery, or armed robbery; and

(m) The indoor cultivation of marijuana has potential adverse effects to the health and safety of the occupants; including structural damage to the building due to increased moisture and excessive mold growth which can occur and can pose a risk of fire and electrocution; additionally, the use of pesticides and fertilizers can lead to chemical contamination within the structure; and

(n) The Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

(o) Based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of marijuana cultivation, processing, and distribution uses; and

(p) The City's Municipal Code ("Code") does not address the cultivation, processing, delivery and distribution of medical cannabis; and

(q) Based on the findings above, the potential establishment of cannabis dispensaries, cultivation, cannabis manufacturers and delivery of cannabis uses in the City without regulation poses a current and immediate threat to the public health, safety and welfare in the City due to the negative land use and other impacts of such uses as described above; and

(r) The issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for cannabis dispensaries, cultivation, cannabis manufacturers and delivery of cannabis will result in the aforementioned threat to public health, safety, or welfare.

ARTICLE 2. INCORPORATION OF RECITALS.

The City Council hereby finds that all of the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

ARTICLE 3. CMC SECTION 5.01.080 AMENDED.

Section 5.01.080 shall be and hereby is amended as follows:

"Cannabis means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972.

Cannabis dispensary means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale.

Cannabis manufacturer means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis, or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages medical cannabis or cannabis products or labels or relabels its container

Cannabis Cultivation means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

Cannabis Delivery means the commercial transfer of cannabis or cannabis products, and includes origination or termination within the City as well as a delivery business."

ARTICLE 4. CMC SECTION 5.03.350 AMENDED.

Section 5.03.350(c) is hereby amended to read as follows:

"(c)The following uses are prohibited in all districts: amusement parks or centers, circuses, carnivals, outdoor theaters, race tracks, commercial recreation centers, stockyards, the slaughtering of animals, and cannabis dispensaries, cannabis manufacturers, cannabis cultivation, cannabis distribution, and cannabis delivery services."

ARTICLE 5. SEVERABILITY.

Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE 6. NOT A CEQA PROJECT.

The City Council finds that adoption of this Ordinance is not a "project," as defined in the California Environmental Quality Act because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making.

ARTICLE 7. EFFECTIVE DATE.

This ordinance, or a summary thereof prepared by the City Attorney, shall be posted on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage and is to take force and effect thirty (30) days after its passage.

Certificate 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 December 9, 2015 and duly adopted at a regular meeting of said City Council held on January ___, 2016 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor					
Helen Fiscaro					
Raquel "Rae" Gonzalez					
Joseph Silva					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brian Dossey, Director of Recreation Services
 VIA: Sean Rabé, City Manager
 MEETING DATE: January 13, 2016
 SUBJECT: Recreation Services Department Quarterly Review, October - December 2015

RECOMMENDATION

Staff recommends that the City Council adopt:

MOTION TO ACCEPT INFORMATIONAL REPORT ON RECREATION DEPARTMENT PROGRAMS, ACTIVITIES, EVENTS, AND TRIPS FOR THE FOURTH QUARTER OF 2015.

EXECUTIVE SUMMARY

In the fourth quarter of 2015, a total of 1,419 participants attended 59 programs. This represents an increase of 235 participants from the fourth quarter of 2014. Staff attributes the increase in participation to the Adult Holiday Event.

Staff estimates that 36 percent of the population had a current Colma I.D. during the fourth quarter of 2015, suggesting that residents participated in multiple programs.

There were a total of 80 rentals, which is an increase of 14 rentals from the third quarter of 2015.

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 112 Adults & Seniors participated in Enrichment Programs. This represents an increase of 5 participants from the fourth quarter of 2014.

- A total of 450 Adults & Seniors participated in Trips & Events. This represents an increase of 220 participants from the fourth quarter of 2014. Staff attributes the increase to the Adult Holiday Event. Staff will provide the City Council with a summary and update of the 2015 Adult Holiday Event at the February 10, 2016 City Council meeting.
- A total of 364 Youths & Teens participated in Enrichment Programs. This represents an increase of 6 participants from the fourth quarter of 2014.
- A total of 212 Youths & Teens participated in Events & Trips. This represents a decrease of 24 participants from the fourth quarter of 2014. Staff attributes the decrease to the cancellation of the Teen Holiday Party.
- A total of 281 Youths, Adults and Seniors participated in Community Programs. This represents an increase of 28 participants from the fourth quarter of 2014. Staff attributes the increase in participation to the scheduling of the Halloween House Decorating Contest.

The attachment contains a detailed breakdown of participation by program.

Rental Activity

The Colma Community Center was rented for 62 different events:

- Resident Rentals (31 social events and one HOA meeting)
- Resident Non-profit group (two fundraisers)
- Non-Resident Rentals (three social events)
- Non-Resident Non-profit Groups (four meetings/fundraisers)
- In House Reservations (21 meetings/trainings)

The Sterling Park Recreation Center was rented for 18 different events:

- Sterling Park Resident Rentals (18 social events)

Sustainability Impact

Staff coordinates and implements program and activities which are in alignment with the Town's Climate Action Plan and Sustainability Policy. For example, at this year's Breakfast with Santa event all cups, plates, forks, knives and spoons were made from recyclable content.

ATTACHMENTS

- A. 2015 Recreation Services Department Quarterly Review – Participation Detail

**Recreation Services Department Quarterly Review
October - December 2015
Participation Detail**

Adult/Senior Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Cooking Classes	34	3	Existing
Creekside Villas Activities	11	3	Existing
Essential Oils	9	1	Existing
First Aid/CPR	8	1	Existing
Golf	Cancelled	3	Existing
Good Vibes & High Fives Group Fitness Class	Cancelled	1	Existing
Hatha Yoga	13	1	Existing
Hula & Tahitian Dancing	2	1	Existing
Palango	17	1	NEW
Simply Creative Card Making	Cancelled	3	Existing
Simply Creative Crafting	4	1	Existing
Stamping Up Series – Scrapbooking	Cancelled	3	Existing
Tahitian Dancing Gracious Ladies	7	1	Existing
Zumba	24	1	Existing

Adult & Senior Trips & Events

Program	Registered	Sessions	New or Existing Program
Arm Chair Travel	11	2	Existing
A Day at the Movies	14	1	Existing
Adult Holiday Event	235	1	Existing
Breakfast with Santa	33	1	Existing
Friday Night Films	23	3	Existing
Tour of Ravenswood	20	1	NEW
The Great Dickens Fair	25	1	Existing
Senior Luncheon (Bingo & Thanksgiving)	37	2	Existing
Senior Holiday Luncheon (including staff)	38	1	Existing
Walk About Wednesday	Cancelled	3	Existing
Wine & Canvas	14	1	Existing

Youth & Teen Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Ballet, Tap & Hip Hop	10	10	Existing
Broadway Musical Groups	Cancelled	1	Existing
Cooking	22	3	Existing
Golf	1	1	Existing
Early Childhood Music	1	1	Existing
Guitar Workshop	1	1	Existing
Hula & Tahitian Dancing	11	1	Existing
Keyboard	6	2	Existing
Kids' Club Afterschool Program	69	5	Existing
Kumon Math Tutoring	94	3	Existing
Kumon Reading Tutoring	69	3	Existing
Parents' Night Out	Cancelled	3	Existing
Winter Day Camp Early Morning Care	10	1	Existing
Winter Day Camp	18	1	Existing
Winter Day Camp Afternoon Care	11	1	Existing
Tae Kwon Do	37	3	Existing
Traditional Hawaiian Ukulele Workshop	Cancelled	1	Existing
Tot Gym & Jam	Cancelled	2	Existing
Vibo Youth Ensemble	3	1	Existing
Violin Workshop	5	4	Existing

Youth and Teen Events & Trips

Program	Registered	Sessions	New or Existing Program
Breakfast with Santa	64	1	Existing
Halloween Costume Parade	55	1	Existing
HOWL-O-ween Pet Parade	9	1	NEW
Halloween Pumpkin Carving Party	47	1	Existing
Ice Creak Arts & Crafts - Halloween	Cancelled	1	Existing
Ice Creak Arts & Crafts - Thanksgiving	7	1	Existing
Ice Creak Arts & Crafts - Holidays	7	1	Existing
Teen Holiday Party – Day in the Snow	Cancelled		Existing
Teen Fright Night	23	1	Existing

Community Programs

Program	Registered	Sessions	New or Existing Program
Colma Game Night	38	1	Existing
Holiday Craft Night	65	1	Existing
Halloween House Decorating Contest	53	1	<i>NEW</i>
Project Read Learning Wheels	42	3	Existing
Project Read Nutrition Program	39	3	Existing
Project Read Science Club	44	3	Existing

Note: Programs were cancelled due to insufficient participation.





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Lori Burns, Human Resources Manager
 Christopher J. Diaz, City Attorney
 VIA: Sean Rabé, City Manager
 MEETING DATE: January 13, 2016
 SUBJECT: Omnibus Personnel Policies

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION AMENDING SUBCHAPTER 3.04 AND 3.05 OF THE COLMA
 ADMINISTRATIVE CODE, RELATING TO PERSONNEL POLICIES

EXECUTIVE SUMMARY

The proposed resolution would amend the Town's Administrative Code to make minor non-substantive changes to the Town's existing policies on personnel related matters and employee benefits. The City Attorney's Office, once a year, provides each department head with an opportunity to address minor clean-up to policies or ordinances with regard to items within that department head's jurisdiction. The proposed resolution provides clean-up of an incorrect cross-reference, an incorrect date, and minor language additions to address recent clarifications in the law with regard to employee benefits.

FISCAL IMPACT

The proposed resolution is not anticipated to cause any fiscal impact as it merely corrects information in our existing Administrative Code, and includes minor new language to address recent clarifications in the law with regard to employee benefits.

ANALYSIS

The proposed resolution would amend Colma Administrative Code Subchapter 3.04 and 3.05 to correct an incorrect cross-reference and date and add minor language to address recent clarifications in the law with regard to employee benefits.

More specifically, the proposed resolution amends:

- Section 3.04.170 to corrects a cross reference with regard to the individual at the Town with the authority to impose discipline on employees. The prior cross-reference cited to

an incorrect section of the Administrative Code when it should have referred to Section 3.04.150 which specifies that the City Manager has the authority to impose discipline on any employee that is not under the jurisdiction of the Police Chief, while the Police Chief has the authority to impose discipline on any employee specifically under his or her jurisdiction.

- Section 3.05.015(d)(3) to correct a date. This section previously cited to the date the City Council adopted the resolution (May 8, 2012) regarding CalPERS vesting schedule instead of the CalPERS effective date (July 1, 2012). There were no employees hired during this brief period, so this correction has no impact on the Town or any employees.
- Section 3.05.030 subsections (c) and (d) to include the word “group” in reference to the type of health insurance coverage an employee or a councilmember must show prior to receiving money in lieu of health coverage, or for councilmembers, money contributed towards deferred compensation. This change is necessary as clarification has been provided by the Internal Revenue Service with regard to the tax implications of implementing the Affordable Care Act. Although the Town can offer cash in lieu, or cash towards deferred compensation for councilmembers, it can only do so if the coverage the employee or councilmember already holds is group as opposed to individual medical coverage. This new language change will ensure that no tax implications are imposed on the Town moving forward.

The Town of Colma's Peace Officers Association, Police Communications/Records Association and unrepresented employees were notified of these pending changes and given the opportunity to discuss.

Council Adopted Values

The City Council's adoption of the proposed resolution is *responsible* as it ensures the Town is implementing correct regulations and ensuring full compliance with state and federal rules and regulations.

Alternatives

The City Council could choose not to adopt the resolution. Doing so is not recommended as the Town would continue to have incorrect information in its policies that is potentially inconsistent with new laws and regulations.

CONCLUSION

The City Council should adopt the resolution.

ATTACHMENTS

- A. Resolution

RESOLUTION NO. 2016-____
OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION AMENDING SUBCHAPTER 3.04 AND 3.05
OF THE COLMA ADMINISTRATIVE CODE,
RELATING TO PERSONNEL POLICIES

The City Council of the Town of Colma hereby resolves:

ARTICLE 1. CAC SECTION 3.04.170 AMENDED¹.

Section 3.04.170 is hereby amended to state as follows:

3.04.170 Informal Conference on a Disciplinary Matter

The employee shall be given at least seven calendar days to respond orally or in writing to the Notice of Intent to Take Disciplinary Action and to request an informal conference. If the employee requests an informal conference, the person designated in section 3.04.1450 shall meet with the employee in an informal conference to provide the employee an opportunity to present his or her oral response. The informal conference shall be non-evidentiary. Because the conference is informal, witnesses are generally not permitted. However, the employee may convey all information supporting his or her case without regard for the rules of evidence.

ARTICLE 2. CAC SECTION 3.05.010 AMENDED.

The text of Section 3.05.010(d)(3) is hereby amended to state as follows, with the vesting schedule able remaining in its entirety:

(3) Notwithstanding the foregoing, the percentage of employer contribution payable for post-retirement health benefits for each retired employee first hired after ~~May 9~~ July 1, 2012 shall be based on the employee's completed years of credited service as set forth Resolution 2012-13, adopted by the City Council on May 9, 2012. Employees who are subject to the provisions of Section 22893 must have five years of service with the Town and at least ten years of total CalPERS service in order for the Employee to receive the Town contribution for medical benefits. The Section 22893 vesting schedule is set forth below:

ARTICLE 3. CAC SECTION 3.05.030 AMENDED

Section 3.05.030(c) and (d) are hereby amended to state as follows:

(c) An eligible employee who provides the Town with proof of other group medical and hospital insurance may receive \$250 per month in lieu of medical and hospital insurance.

¹ Substantive changes have been identified as follows: New text has been underlined; revised text has been underlined, without showing the prior wording; and deleted text is shown with a strike-through line. Non-substantive changes, such as grammar and formatting are not identified. All markings will be removed from the final version that is adopted by the City Council.

(d) A Council Member shall be required to enroll in a medical and hospital insurance plan provided under PEMHCA. However, this requirement shall not apply to a Council Member who the Town determines is covered through other group medical and hospital insurance. In such instance, the Town shall contribute \$250 per month toward deferred compensation to the Council Member.

ARTICLE 4. SEVERABILITY.

Each of the provisions of this resolution is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE 5. NOT A CEQA PROJECT.

The City Council finds that adoption of this resolution is not a "project," as defined in the California Environmental Quality Act because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making.

ARTICLE 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon adoption.

Certification of Adoption

I certify that the foregoing Resolution No. 2016-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on January 13, 2016, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Diana Colvin, Mayor					
Helen Fisicaro					
Joanne F. del Rosario					
Joseph Silva					
Raquel Gonzalez					
<i>Voting Tally</i>					

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brian Dossey, Director of Recreation Services
 VIA: Sean Rabé, City Manager
 MEETING DATE: January 13, 2016
 SUBJECT: Mosquito Abatement District Board of Trustee Appointment

RECOMMENDATION

Staff recommends that City Council adopt the following:

RESOLUTION APPOINTING CARRIE SLAUGHTER TO THE SAN MATEO COUNTY
 MOSQUITO AND VECTOR CONTROL DISTRICT

EXECUTIVE SUMMARY

Staff recommends the City Council appoint Carrie Slaughter to the San Mateo County Mosquito and Vector Control Board of Trustees. Staff conducted an interview process and found Ms. Slaughter to be the most qualified to serve on the Board of Trustees, she met all the requirements of the District, and she is committed to serving the Town of Colma.

If City Council appoints Carrie Slaughter, staff will forward the attached letter (attachment B) to the San Mateo County Mosquito and Vector Control District, informing the District of Ms. Slaughter's appointment.

FISCAL IMPACT

None

BACKGROUND

Requirements

The District has a 21 member Board of Trustees with each Board member selected by the City Council for each City in the District. The California Health and Safety code provides that cities may appoint Board members, and that they report to the City Council, not the voters. The Health and Safety Code also states:

- Applicants should be qualified in the fields that will assist in governing the District; and
- Cities may appoint a Council Member to the Board if they are unable to find a qualified candidate.

Staff posted the vacancy on the Town website and in the November LiveWire. Staff received two resident applicants (attachment C) and conducted interviews on December 14, 2015. Based on experience, qualifications and interviews, staff recommends Carrie Slaughter be appointed to the Board of Trustees as the Town representative.

Ms. Slaughter has indicated that she can attend the monthly meetings, make the two year commitment (required term), report back to City Council and is looking forward to serving the community.

History

Resident Louis Gotelli serves as the Board representative for Colma from January 2014-January 2016 completing his two year term. In October 2015, Mr. Gotelli informed the Town and the San Mateo County Mosquito and Vector Control Board of Trustees that he would not seek reappointment for the 2016-2018 term due to family commitments. Prior to Mr. Gotelli's appointment, Colma's seat on the Board went unfilled due to lack of interest. The Town never appointed a Council member because the Board meets on the same night as the Town's City Council meetings (second Wednesday of the month); therefore the Council member would miss the District meeting.

Alternatives

The City Council could choose not to adopt the resolution appointing Carrie Slaughter to the Board of Trustees of the Mosquito and Vector Control Abatement District. Doing so is not recommended, however, as Ms. Slaughter is well qualified to fill the appointment and would serve the Town of Colma well for a two-year term.

CONCLUSION

Staff recommends the City Council adopt the resolution to appoint Carrie Slaughter to the San Mateo County Mosquito and Vector Control Board of Trustees.

ATTACHMENTS

- A. Resolution
- B. Letter to San Mateo County Mosquito and Vector Control District
- C. Candidate applications

**RESOLUTION NO. 2016-
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPOINTING CARRIE SLAUGHTER TO THE BOARD OF TRUSTEES OF
THE SAN MATEO COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

The City Council of the Town of Colma does hereby resolve as follows:

1. Background

(a) The San Mateo County Mosquito and Vector Control District (District) is an independent, property-tax-funded district within San Mateo County that provides the following services to each of its member cities and their residents: mosquito surveillance and control, yellow jacket nest removal, insect identification, and vector-borne disease surveys.

(b) The District is governed by a 21 member Board of Trustees, each of whom is a resident of a city in the District and is appointed for either a two or four year term at the discretion of his or her respective City Council. The candidate must be a resident of the appointing city, at least 21 years old, and interested in learning what the District does and in sharing that information. Experience or specialized knowledge in biology or any other health-related sciences is not required.

(c) Under California Health & Safety Code section 2024, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority, commencing at noon on the first Monday in January. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

(d) Mr. Gotelli informed the District and Town that he no longer wished to serve as the Town's representative on the Board of Trustees upon completion of his two year term in January 2016 due to family commitments. Staff along with the District posted the upcoming vacancy on the Town's and District's website, and in the November issue of LiveWire. Staff received applications from two residents and conducted interviews on December 14, 2015.

(e) Based on experience, qualifications and interviews, staff recommends Carrie Slaughter be appointed to the Board of Trustees as the Town representative.

2. Order

(a) The City Council appoints Carrie Slaughter as trustee to the San Mateo County Mosquito and Vector Control District for two (2) years, from the first Monday in January 2016 until the first Monday in January 2018 or until a successor has been appointed.

(b) Ms. Slaughter shall represent the interests of the public as a whole and not solely the interests of the Colma City Council.

///

///

Certification of Adoption

I certify that the foregoing Resolution No. 2016- was duly adopted at our regular meeting of the City Council of the Town of Colma held on January 13, 2016, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor					
Helen Fiscaro					
Raquel "Rae" Gonzalez					
Joseph Silva					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated _____

 Diana Colvin, Mayor

Attest: _____
 Caitlin Corley, City Clerk



TOWN OF COLMA

1198 El Camino Real • Colma, California • 94014-3212
Tel 650-997-8300 • Fax 650-997-8308

City Council

Diana Colvin
Mayor

January 13, 2016

Helen Fiscaro
Vice Mayor

Chindi Peavey, District Manager
San Mateo County Mosquito and Vector Control District
1351 Rollins Road
Burlingame, CA 94010

Raquel "Rae" Gonzalez
Council Member

Joseph Silva
Council Member

Joanne F. del Rosario
Council Member

Dear Ms. Peavey:

City Officials

Sean Rabé
City Manager

Please accept this letter confirming the appointment of Carrie Slaughter to the Board of Trustees for the San Mateo County Mosquito and Vector Control District. Ms. Slaughter's term as the Town of Colma's Board representative will be for two (2) years from the first Monday in January 2016 to the first Monday in January 2018.

Kirk Stratton
Chief of Police

Christopher Diaz
City Attorney

If you have any questions or need additional information please do not hesitate to contact me at 650-997-8315 or diana.colvin@colma.ca.gov.

Caitlin Corley
City Clerk

Brian Dossey
Director of Recreation
Services

Sincerely,

Lori Burns
Human Resources Manager

Brad Donohue
Public Works Director

Michael Laughlin, AICP
City Planner

Diana Colvin
Mayor, Town of Colma

Cyrus Kianpour
City Engineer

Enclosure: Res 2016-##



ATTACHMENT C

Town of Colma
1198 El Camino Real
Colma, CA 94014
650-997-8300 fax 650-997-8308

Application for Boards and Commissions

APPLYING FOR Board of Trustees @ San Mateo Co Mosquito Vector Control

PERSONAL INFORMATION

Marnie Slaughter

(middle)

D Street

Address (number, street, apartment number)

E-mail address

Colma California 94014

City

Home

Cell phone

How many years have you lived in Colma? 1 month Are you a registered voter in Colma? yes

Why are you seeking this appointment? I am committed to community service. I would like to be involved in public service to Colma and think this would be a great opportunity to get involved

What qualifies you for this appointment? Excellent oral + written communication skills. Ability to understand complex issues & provide solutions. Get along well with others, commitment to Colma community, ability to serve on Boards & present to City Councils.

EDUCATION

San Fran State University 2013 Master Public Administration
Name and Location of School Dates attended Degree Received

San Fran State University 1986 BA Spanish
Name and Location of School Dates attended Degree Received

WORK EXPERIENCE

9/12 - current San Francisco Unified School District Director Labor Relations
Dates Employed Employer Position

1988-8/2012 San Francisco Unified School District Teacher
Dates Employed Employer Position

I certify that, to the best of my knowledge, all statements in this application are complete and true. I agree and understand that any mis-statement of material fact will cause me to forfeit all rights to appointment to a Commission, Board or Committee with the Town of Colma

Marnie Slaughter
Signature

Nov 6, 2015
Date

Town of Colma
1198 El Camino Real
Colma, CA 94014

650-997-8300 fax 650-997-8308

Application for Boards and Commissions

APPLYING FOR Representation

PERSONAL INFORMATION

BONDUC Jessie Jay
Name (last, first, middle)

ECR JE
Address (number, street, apartment number) E-mail address

Colma CA 94014
City, State and Zip Code

311
Home phone Cell phone

How many years have you lived in Colma? 1990 Are you a registered voter in Colma? Y

Why are you seeking this appointment? to learn more + be pro-active
in my community

What qualifies you for this appointment? Public oriented, great customer
service, good service

EDUCATION

Sylvia College 1993
Name and Location of School Dates attended Degree Received

Name and Location of School Dates attended Degree Received

WORK EXPERIENCE

Sept. 2005 Santa Monica Center PT. CARE ESCORT/aide
Dates Employed Employer Position

Dates Employed Employer Position

I certify that, to the best of my knowledge, all statements in this application are complete and true. I agree and understand that any mis-statement of material fact will cause me to forfeit all rights to appointment to a Commission, Board or Committee with the Town of Colma

[Signature] 10/02/13
Signature Date



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brad Donohue, Director of Public Works
 VIA: Sean Rabé, City Manager
 MEETING DATE: January 13, 2016
 SUBJECT: Town Hall Renovation Project - Second Review of Interior Finishes

RECOMMENDATION

Staff recommends that the City Council adopt the following motion:

MOTION CONFIRMING OPTION 2 FOR THE LIGHTING SYSTEM FOR THE NEW TOWN HALL CITY COUNCIL CHAMBER, WHICH PROVIDES MINIMAL DISRUPTION TO THE CHAMBER'S EXISTING AESTHETIC.

EXECUTIVE SUMMARY

The purpose of this item is to review the remaining issues that were not resolved at the last study session with City Council on September 15, 2015. The remaining items that were delayed to a future meeting is the proposed lighting system and a carpet selection for the City Council Chamber. The project's architect (Ratcliff) will present options on lighting systems and carpet selections for the City Council Chamber.

FISCAL IMPACT

Costs associated with City Council study sessions are part of the agreed contract work that City Council executed with Ratcliff Architects for the Town Hall Renovation Project.

BACKGROUND

During the last study session held on September 15, 2015, Ratcliff presented various proposed interior finishes for the chamber including interior color palettes, carpet styles, and floor tiles. The Council also reviewed of the proposed audio/visual system for the chamber as presented by the architect's audio/visual consultant.

While Council provided input on the above issues, two key items were left for a future meeting – carpet selection and a defined lighting system for the Chamber. It is important that the lighting issue for the Council Chamber be resolved as soon as possible.

One of the challenges that faces the architect in providing adequate light to all areas of the Chamber is the existing dark wood ceiling and the proposed darker shade of carpet. As Council

will recall, at the September 15th meeting Council directed staff to bring back a burgundy or a regal red color similar of what is installed at the State Capital be used. The combination of dark carpet and the existing dark ceiling will deaden light reflection, and will hinder the effective lighting of all portions of the room. During the presentation of this staff report the architect will provide options that include lightening some of the features and colors of the room, including carpet, existing wood features, walls and furniture. Doing so will allow for better light reflectivity throughout the room.

ANALYSIS

The architect and their designers have created two options that should be considered for the Council Chamber.

Option 1:

This option would bring an aesthetic change to the chamber. The first step would be to lighten the existing ceiling and floor surfaces somewhat, using as few new lights as possible. In order to do so, the architect proposes the following:

- Lighten the ceiling decking, rafters and blocking to a 25 percent light reflectance, using a medium tan color (likely a wash)
- Lighten the carpet to a 15% light reflectance (red with gold accents or similar effect)
- Refurbish historic chandeliers (new LED up light and candles)
- Add additional chandeliers (new LED up light and down) by adding two per bay
- Provide new sconces (LED up and down light), two per bay, per side
- Provide overhead LED spot lights for dais (desk top and faces to be lit)
- Provide LED strip in last rafter at each gable end wall to light the curtain and back walls
- Additional sidewall LED strip may be necessary after calculations are complete.

Option 2:

While providing lighting enhancements to the chamber, this option provides as little disruption to the Chamber's aesthetics as possible – though additional lighting will be required in order to properly light the room. This option provides the following:

- Lighten the carpet to a 10% light reflectance (red with gold accents or similar effect)
- Refurbish historic chandeliers (new LED up light and candles)
- Add additional chandeliers (new LED up light and down), add 2 per bay
- Provide new sconces (LED up and down light), two per bay, per side
- Provide new overhead LED spot lights for dais (desk top and faces to be lit)
- Provide LED strip in last rafter at each gable end wall to light the curtain and back walls
- Additional sidewalls LED strip (up/down)
- Additional public seating area overhead LED spot lights (minimum appropriate for wayfinding and reading).

In either option, the color of carpet and color of the ceiling play into how well the lighting will perform in the room.

Council Adopted Values

The City Council is exhibiting *RESPONSIBILITY* to the community and staff by studying and reviewing the various interior finishes to the Town Hall Facility. The review the City Council is undertaking ensures the existing Town Hall's historical aspects remain intact while, at the same time, the Council, public and staff will benefit in the years to come from a state of the art facility.

Sustainability Impact

The design efforts that have been brought before the City Council and Public have been vetted with the latest energy and green building codes and the goals that are within the Towns Climate Action Plan.

CONCLUSION

In order to move the project forward in an expeditious manner (while providing as little disruption to the existing Council Chamber as possible), staff recommends the Council approve Option 2 of the proposed lighting schemes.

ATTACHMENTS

Hand outs and visual aids will be distributed to the City Council and public the night of the City Council Meeting.





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael P. Laughlin, City Planner
 VIA: Sean Rabé, City Manager
 MEETING DATE: January 13, 2016
 SUBJECT: Construction Noise Ordinance

RECOMMENDATION

Staff recommends that the City Council introduce:

AN ORDINANCE AMENDING SECTION 5.04.220 OF THE COLMA MUNICIPAL CODE RELATING TO STANDARD HOURS OF CONSTRUCTION, PURSUANT TO CEQA GUIDELINE 15061(b)(3), AND WAIVE A FURTHER READING OF THE ORDINANCE.

EXECUTIVE SUMMARY

The existing construction noise ordinance does not clearly describe noise generating activity relating to construction and uses a decibel measurement system to determine non-compliance. To better be able to enforce the ordinance, staff is recommending revisions that will better define noise generating construction activity, delete the decibel measurement requirement and modify hours of construction in proximity to residential properties, further limiting hours of construction and prohibiting noise generating construction activities on federal holidays.

FISCAL IMPACT

The proposed ordinance will have no fiscal impact on the Town as it concerns general policy and procedure making of which no financial gain or loss would flow to the Town.

BACKGROUND AND ANALYSIS

Due to improvements in the economy, more residential property owners are applying for permits for residential remodels. As a result, staff has received complaints regarding construction activities and noise. Due the wording of the present ordinance, it has been difficult for staff to advise property owners and contractors of the requirements and enforce violations. In addition, several new commercial and multi-family residential projects are proposed in close proximity to existing residential neighborhoods, prompting the need to review existing construction hours.

The proposed amendment creates a noise generating construction activity definition, changes the distance requirement from residential districts to residential units, removes the decibel measurement, allows other City Officials to grant exceptions, and modifies construction hours.

The ordinance proposes the following changes:

New definition for noise generating construction activity. The current ordinance only defines construction as any and all acts associated with the building, erection, production, conversion, or modification to a structure. This definition does not distinguish between noise generating activities and non-noise generating activities associated with construction. The revised definition lists common types of noise generating construction activities and also defines non-noise generating activities that can be conducted outside of the construction noise hours.

Residential unit vs. Residential Zone. The Town of Colma includes two residentially zoned areas. These include Sterling Park, and several homes on Hillside Boulevard south of Lawndale Boulevard. The Town also has several residential planned developments to include the Verano and Hoffman neighborhoods. In addition, residential units can be found in non-residential zones as cemetery caretaker units, along Hillside Boulevard, along El Camino Real (including Creekside Villas) and along Mission Road. All residents, regardless of whether they are in a residential zone or not, should be afforded the same protection from noise as other residential properties. This is consistent with the California Environmental Quality Act (CEQA) which considers any residential unit as a sensitive receptor, which requires noise mitigation. Therefore, the language in the ordinance is recommended to be changed to a 500 foot radius from any residential unit instead of from a residential zone.

Removal of the 85 decibel measurement. To enforce the current hours of construction, a noise reading is required to be taken at the property line of the property. To be done accurately and correctly, the Town would need to purchase a noise meter and maintain calibration. Since the Town does not have a noise meter, enforcement by a decibel reading has not occurred. To simplify enforcement consistent with a majority of San Mateo County jurisdictions, noise generating construction activity outside of construction hours can be enforced without a decibel reading.

Granting of Exceptions. The current ordinance currently only permits the Building Official to grant exceptions to construction hours. This language is proposed to be expanded to include other Town Officials such as the City Manager, Public Works Director, Police Chief or City Planner. This provision is necessary in the event that the Building Official is not available to make this determination.

Construction Hours. The current CMC prohibits construction between 7:00 PM and 7:00 AM Monday through Friday; and Saturdays, Sundays and holidays from 5:00 PM and 9:00 AM. The first recommended change is to state the hours when construction noise is allowed instead of defining quiet hours. As shown in Attachment B, staff conducted a survey of other San Mateo County jurisdictions to compare Colma's current hours. Below is a summary of the findings:

- **Weekday Start Time.**
 - 6:00 AM: Daly City
 - 7:00 AM: **Colma**, Redwood City, San Bruno, Pacifica, Brisbane, Half Moon Bay, Millbrae and San Mateo
 - 8:00 AM: Burlingame, Belmont, Hillsborough, South San Francisco, Menlo Park and San Carlos

- **Weekday End Time.**
 - 5:00 PM. Belmont and Hillsborough
 - 6:00 PM: San Carlos and Menlo Park
 - 7:00 PM: **Colma**, Burlingame, Brisbane and San Mateo
 - 7:30 PM: Millbrae
 - 8:00 PM: Redwood City, Pacifica, Half Moon Bay, and South San Francisco
 - 10:00 PM: Daly City and San Bruno

- **Saturday and Sunday Start Time.** Construction is prohibited on weekends in Redwood City. Hillsborough still allows construction activity by at a lower permitted decibel level of 70dba. (vs.100dba on weekdays). Here are the construction start times for the remaining jurisdictions:
 - 6:00 AM: Daly City
 - 7:00 AM: San Bruno
 - 8:00 AM: Millbrae
 - 9:00 AM: **Colma**, Brisbane, South San Francisco, Half Moon Bay, Millbrae, Menlo Park and San Mateo (Sat.)
 - 10:00 AM: Burlingame, Belmont, Hillsborough, and San Carlos
 - 12:00 PM: San Mateo (Sun.)

- **Saturday and Sunday End Time.**
 - 4:00 PM San Mateo (Sun.)
 - 5:00 PM. **Colma**, Belmont, San Mateo (Sat.), Menlo Park and Hillsborough

- 6:00 PM: San Carlos, Burlingame, Millbrae and South San Francisco
- 7:00 PM: Brisbane and San Mateo
- 8:00 PM: Pacifica, Half Moon Bay,
- 10:00 PM: Daly City and San Bruno
- **Holidays start times.** Construction is prohibited on holidays in San Carlos, Belmont, Hillsborough and Redwood City. The remaining jurisdictions allow construction beginning at the following times:
 - 6:00 AM: Daly City
 - 7:00 AM: San Bruno
 - 8:00 AM: Millbrae
 - 9:00 AM: **Colma**, Brisbane, South San Francisco, Half Moon Bay, Menlo Park, and Millbrae
 - 10:00 AM: Burlingame
 - 12:00 PM: San Mateo
- **Holidays end times.**
 - 4:00 PM San Mateo
 - 5:00 PM. **Colma** and Menlo Park
 - 6:00 PM: Burlingame, Millbrae and South San Francisco
 - 7:00 PM: Brisbane and San Mateo
 - 8:00 PM: Pacifica, Half Moon Bay,
 - 10:00 PM: Daly City and San Bruno

Based on this survey, the close proximity of residential properties in Colma and to provide periods of relief from construction noise, the proposed ordinance is recommending the following adjustments to existing construction times:

- **Weekday Start and End Time**
 - Change start time from 7:00 AM to 8:00 AM. This will allow most people who leave the neighborhood for work to do so prior to the arrival of construction vehicles and materials.

- Retain the weekday end time to 7:00 PM. Staff is not recommending that this time be reduced since a sufficient weekday construction window is needed for contractors to be productive and to complete projects in a reasonable period of time. Since the start time has been reduced and Sunday and holiday times are reduced or eliminated, a more restrictive weekday end time is not recommended.
- **Saturday Start and End Time**
 - Retain the 9:00 AM start time for Saturday.
 - Retain the 5:00 PM end time for Saturday. This allows for homeowners and contractors to have a reasonable work window.
- **Sunday Start and End Time**
 - The Sunday construction start time is recommended to be changed from 9:00AM to 12:00 PM. This allows for one noise free morning during the week.
 - The Sunday construction end time is recommended to remain at 5:00 PM so there will be a consistent end time on weekends.
- **Holiday Hours**
 - The current holiday hours of 9:00 AM to 5:00 PM are proposed to be eliminated. The new ordinance proposes no noise generating work on federal holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

Council Adopted Values

The recommendation is consistent with the Council value of *responsibility* because it considers the health, safety and welfare of town residents.

Sustainability Impact

The amendment to construction noise limitations reduces periods or exposure to environmental noise, which has a positive environmental and sustainability impact.

Alternatives

The City Council has the following two options:

1. The City Council could choose not to introduce the ordinance which would keep the existing construction noise provisions in the CMC. This is not recommended since the proposed ordinance will provide greater clarity for staff, residents and contractors. The ordinance will also provide for easier enforcement.

2. The City Council could, after discussion, choose to further adjust construction hours based on the survey of other jurisdictions in the County.

CONCLUSION

Staff recommends the City Council introduce and adopt the ordinance.

ATTACHMENTS

- A. Ordinance
- B. San Mateo County construction noise hour comparison chart

ORDINANCE NO. ____
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**AN ORDINANCE AMENDING SECTION 5.04.220 OF THE COLMA MUNICIPAL
CODE RELATING TO STANDARD HOURS OF CONSTRUCTION PURSUANT TO
CEQA GUIDELINE 15061(b)(3)**

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

ARTICLE 1. CMC SECTION 5.04.220 AMENDED.¹

Section 5.04.220 shall be and hereby is amended as follows:

(a) The City Council finds that regulation of construction noise is necessary to protect the public health and safety, and that construction noise at early or late times of the day is a nuisance to neighboring properties.

(b) As used in this subchapter, "noise generating construction activity" means ~~any and all acts associated with the building, erection, creation, production, conversion, modification, or improvement to create any residential, commercial or industrial structure. the use of any noise generating equipment or tool, including but not limited to: excavators, backhoes, post diggers, pile drivers, saws, electric screw drivers, grinders, nail guns, compressors, generators, hammers, jack hammers, power washers, paint guns, scaffolding erection, or similar noise generating equipment.~~ "Noise generating construction activity" also includes construction material delivery, demolition activities and the servicing of any tool or equipment. "Noise generating construction activity" does not include activities such as drywall finishing, painting, tile laying, carpet installation or the use of small hand tools in a fully enclosed structure with windows and doors closed.

(c) ~~Within any residential zone, including Planned Developments that include residential uses, or within a radius of 500 feet therefrom any residential unit within Town boundaries, no person shall operate equipment or perform any construction or repair work on any building, structure, or other project, where the operation of the equipment, or the performance of construction or repair work generates noises in excess of 85 decibels, as measured at the property line, noise generating construction activity shall only be permitted between the following hours/days:~~

~~Monday Through Friday 7:00 PM through 7:00 AM 8:00 AM through 7:00 PM; Saturday and Sundays 5:00 PM through 9:00 AM 9:00 AM through 5:00 PM; Sundays 12:00 PM to 5:00 PM. Noise generating construction activity is prohibited on all of the following Federal Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.~~

¹ Substantive changes have been identified as follows: New text has been underlined; revised text has been underlined, without showing the prior wording; and deleted text is shown with a strike-through line. Non-substantive changes, such as grammar and formatting are not identified. All markings will be removed from the final version that is adopted by the City Council.

The Building Official, or his or her designee, may grant an exception for special conditions when requested in writing and approved by the Building Official, or his or her designee, prior to the start of the noise generating noise activity. The above requirements do not apply to emergency repair work, work for public utility and street repair, street sweeping, garbage collection and emergency response warning systems.

(d) ~~Within all other zones;~~ For projects more than 500 feet from a residential unit in the Town of Colma, construction hours shall be assigned on a project-by-project basis by the Building Official, or his or her designee, or as established within a project's Conditions of Approval, based on evaluation of potential noise-related impacts on surrounding uses.

[History: Formerly § 5.04.110; Ord 661, 9/12/07; Ord 738, 1/14/15; Ord ____]

ARTICLE 2. SEVERABILITY.

Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE 3. NOT A CEQA PROJECT.

The City Council finds that adoption of this Ordinance is not a "project," as defined in the California Environmental Quality Act because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making. Further, the proposed ordinance further restricts construction noise generating hours over existing regulations, and all projects involving discretionary review by the Town will undergo independent California Environmental Quality Act review.

ARTICLE 4. EFFECTIVE DATE.

This ordinance, or a summary thereof prepared by the City Attorney, shall be posted on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage and is to take force and effect thirty (30) days after its passage.

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Certificate 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 January 13, 2016 and duly adopted at a regular meeting of said City Council held on _____, 2016 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor					
Helen Fiscaro					
Raquel "Rae" Gonzalez					
Joseph Silva					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk



San Mateo County Construction Noise Ordinance Comparison Chart

<i>Jurisdiction</i>	<i>Construction Noise Ord.?</i>	<i>General Noise Ord.?</i>	<i>Prohibited Noise Hours</i>	<i>Permitted Noise Hours</i>	<i>Comments</i>
Colma	Yes	Yes	7pm-7am M-F; 5pm-9am Sat, Sun., holidays	7am-7pm M-F; 9am-5pm Sat, Sun., holidays	Within a residential zone or within 500' of a residential zone. Not to exceed 85DB during prohibited times. Building Official can grant exception to noise hour.
Brisbane	Yes	Yes	7pm-7am M-F; 7pm-9am Sat, Sun., holidays	7am-7pm M-F; 9am-7pm Sat, Sun., holidays	83dba at 25' from source
Daly City	No	Yes	10pm-6am	6am - 10pm	Noise which disturbs any person beyond property line
Redwood City	Yes	Yes	8pm-7am, M-F; Sat., Sun., holidays	7am-8pm weekdays	Noise hour posting at jobsite required. 110DB limit to existing residential neighborhood.
Burlingame	Yes	Yes	7pm-8am M-F; 6pm-10am Sat, Sun., holidays	8am-7pm M-F; 10am-6pm Sat, Sun., holidays	Includes garden equipment as well (machinery). Separate specific regulations regarding leaf blowers.
San Bruno	Yes	Yes	10pm-7am – 60db	7am-10pm – 85db	Noise levels reviewed against ambient base – 45db night, 60 db day. Within a residential zone or within 500' of a residential zone. Can't exceed 85db during daytime construction hours, 60db during evening hours. Noise permit required if higher than these limits.

San Mateo County Construction Noise Ordinance Comparison Chart

<i>Jurisdiction</i>	<i>Construction Noise Ord.?</i>	<i>General Noise Ord.?</i>	<i>Prohibited Noise Hours</i>	<i>Permitted Noise Hours</i>	<i>Comments</i>
Millbrae	Yes	?	7pm-7:30 am M-F; 6pm-8am Sat; 6pm-9am Sun., holidays	7am-7:30 pm M-F; 8am-6pm Sat; 9am-6pm Sun., holidays	Prior written permission of administrative authority to exceed noise during hours
City of San Mateo	Yes	?	7pm-7am M-F; 5pm-9am Sat; 4pm-12pm Sun., holidays	7am-7pm M-F; 9am-5pm Sat; 12pm-4pm Sun., holidays	Does not apply to construction work that takes place inside a completely enclosed building and not exceeding 10db measured 10' from exterior property lines
South San Francisco	Yes	?	8pm-8am M-F; 8pm-9am Sat; 6pm-10am Sun., holidays	8am-8 pm M-F; 9am-8pm Sat; 10am-6pm Sun., holidays	No construction, delivery, servicing or operation of tool and equipment...
Menlo Park	Yes	Yes	6pm-8am M-F; 5pm-10am Sat, Sun. and holidays	8am-6pm M-F; 9 am-5pm Sat, Sun., holidays	Power equipment used during these times must be below 85dba measured 50' from the source
Hillsborough	Yes	Yes	5pm-8am M-F; 5pm-10am Sat, Sun.; holidays prohibited	8am-5pm M-F; 10am-5pm Sat, Sun.	Declining decibel standard. 100dba on weekdays, 70dba on weekends

San Mateo County Construction Noise Ordinance Comparison Chart

<i>Jurisdiction</i>	<i>Construction Noise Ord.?</i>	<i>General Noise Ord.?</i>	<i>Prohibited Noise Hours</i>	<i>Permitted Noise Hours</i>	<i>Comments</i>
Belmont	Yes	?	5pm-8am M-F; 5pm-10am Sat, Sun.; holidays prohibited	8am-5pm M-F; 10am-5pm Sat, Sun.	No work on Sundays & the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day & Christmas Day
Pacifica	Yes	Yes	8pm-7am	7am-8pm	No distinction for weekends or holidays, not clear if this applies to all construction noise or just large equipment such as pile drivers, jack hammers
Half Moon Bay	Yes	Yes	8pm-7am	7am-8pm	No distinction for weekends or holidays, not clear if this applies to all construction noise or just large equipment such as pile drivers, jack hammers
San Carlos	Yes	Yes	6pm-8am M-F; 5pm-9am Sat, Sun.; holidays prohibited	8am-6pm M-F; 10am-6pm Sat, Sun.	Holidays listed in ordinance. Building Official can adjust hours





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael P. Laughlin, AICP, City Planner
 Turhan J.B. Sonmez, Associate Planner
 VIA: Sean Rabé, City Manager
 MEETING DATE: January 13, 2016
 SUBJECT: Property Assessed Clean Energy (PACE) Programs in Colma

RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION APPROVING ASSOCIATE MEMBERSHIP BY THE TOWN IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE TOWN IN THE AUTHORITY; AUTHORIZING THE TOWN TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE TOWN OF COLMA; AND AUTHORIZING RELATED ACTIONS

RESOLUTION APPROVING CONSENT TO INCLUSION OF PROPERTIES WITHIN THE INCORPORATED AREA OF THE TOWN IN THE SAN MATEO COUNTY PROPERTY ASSESSED CLEAN ENERGY PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER EFFICIENCY IMPROVEMENTS, APPROVING THE REPORT SETTING FORTH THE PARAMETERS OF THE REFERENCED PROGRAM AND CERTAIN MATTERS IN CONNECTION THEREWITH

RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF COLMA, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TOWN'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

EXECUTIVE SUMMARY

Under the California Improvement Act of 1911 as amended by AB 811 (2008), cities and counties can allow residential and commercial property owners to access financing for energy

efficiency and water conservation improvements that can be repaid through assessments on annual property tax bills. This financing approach is referred to as Property Assessed Clean Energy (PACE). PACE financing is an alternative to other mechanisms by which a property owner might fund these types of improvements, such as using cash, a home equity line of credit (HELOC), or a credit card, and offers advantages to some property owners. PACE financing is offered by a number of market providers. One PACE financing provider, CaliforniaFIRST, has already been authorized to operate in Colma per Resolution 2010-04. The proposed resolutions would authorize two additional well-known PACE financing providers, Figtree and HERO, to operate in Colma.

FISCAL IMPACT

The Town will not incur any noticeable fiscal impact by authorizing additional PACE programs. The intent of the Figtree Program (and all current PACE programs) is to provide a “turn-key” operation with no Town or County funds required and very limited staff time necessary. All California HERO Program administrative costs are covered through an initial administrative fee included in the property owner’s voluntary contractual assessment and an annual administrative fee which is also collected on the property owner’s tax bill.

BACKGROUND

Under the Improvement Act of 1911 (California Streets and Highways Code Division 7), cities, counties, and special districts may create or join special tax districts through which property owners agree to special assessments. Under amendments included in AB 811 (2008), a residential or commercial property owner can access special financing (up to 15% of their property’s value) through a special tax district for permanent renewable energy, energy efficiency, and water efficiency improvements to existing structures. The property owner voluntarily enters into a contractual agreement with the special tax district to access financing that is secured by a lien on their property and repaid as a special assessment on their property tax bill. This means that the property owner pays the special tax at the same time and in the same manner as other property taxes and assessments. The lien is superior to all previously existing private liens, such as mortgages. This financing approach is referred to as Property Assessed Clean Energy (PACE), and programs that facilitate this form of financing are referred to as PACE programs.

In order for property owners in a jurisdiction to access PACE financing, the jurisdiction must create or join an existing special tax district and specifically authorize contracts between the special tax district and property owners for PACE financing. Since AB 811 passed in 2008, over 320 California cities and counties have joined or created special tax districts and authorized property owners’ participation in PACE programs. PACE financing requires a source of capital from which property owners can borrow and repay through special assessments. A small number of jurisdictions, including Sonoma County, the City of Sacramento, and Los Angeles County, have used their own internal funds to capitalize and support PACE funding. However, the vast majority of cities and counties that allow PACE financing have joined special tax districts that have partnered with private organizations that administer PACE programs in their jurisdictions. The three leading organizations are CaliforniaFirst, Figtree, and HERO. Many jurisdictions allow all three of these organizations to work in their area.

ANALYSIS

PACE financing is one option for property owners to finance energy efficiency and water conservation improvements. Improvements commonly implemented through PACE include solar energy systems, heating and cooling system upgrades, window replacement, and insulation upgrades. (CaliforniaFirst also allows financing of seismic improvements through its PACE program.) It is an alternative to other financing mechanisms, such as using cash, a home equity line of credit (HELOC), or a credit card, to finance these improvements. PACE financing is unique in that qualifying for PACE financing is based primarily on a property owner's equity and timeliness of property tax and mortgage payments rather than individual credit rating or debt-to-income ratio. PACE debt is linked to the property rather than the property owner. It does not appear on the property owner's individual credit report. PACE programs offer fixed long-term interest rates, the term of which is generally equal to the useful life of the improvement, which might be longer than the normal term of other loans. As such, PACE financing offers advantages over other forms of financing to some borrowers.

Figtree

The Figtree PACE Program is being proposed to allow commercial property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. The Figtree program is offered through the California Enterprise Development Authority ("CEDA"), a joint powers authority created by the California Association for Local Economic Development. There are currently over 80 cities and counties participating in the CEDA and 74 cities and counties participating in the Figtree PACE Program.

If a commercial property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by CEDA. The bonds are secured by a voluntary contractual assessment levied on such owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes.

The Figtree Program has been in place in other counties since October 2010 and CEDA issued its initial bonds in December 2011. Its initial efforts were as a pilot program and it funded seven (7) projects in Fresno, Palm Springs, Clovis and Exeter. The total value of those projects was just over \$800K. The initial Figtree process was fairly labor intensive for cities, however, that process has been streamlined so that cities do not need to form assessment districts themselves and can adopt a resolution allowing CEDA to do so.

To address the concerns raised by the Federal Housing Finance Agency (FHFA) Figtree seeks lender consent for all commercial PACE transactions, however it is not required. The Figtree program, like the HERO Program, provides full consumer disclosure prior to approving PACE financing. The Figtree Program makes property owners aware that property owners run the risk of having their mortgage accelerated by their mortgage holder if they move forward with PACE financing without securing lender consent. The State of California allows a PACE assessment to be transferred upon sale or refinance. Banks can, however, request that

the balance be paid off.

HERO

The HERO PACE Program is being offered to allow residential property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

As noted, PACE is one alternative for financing energy efficiency and water conservation improvements. Given that eligibility and repayment are linked to the property rather than the property owner, PACE offers an advantage to some property owners over other financing options, including the following:

- Some homeowners that would like to implement energy efficiency and water conservation improvements might not be eligible for a HELOC due to their credit rating or debt-to-income ratio;
- Some homeowners who are eligible for or already have a HELOC might want to reserve their HELOC for an emergency or other expenses, and therefore might not want to use it for energy efficiency or water conservation improvements;
- HELOC interest rates are typically variable, whereas PACE assessment interest rates are fixed for the entire term of the assessment;
- A HELOC's term might be limited to one shorter than the useful life of the improvement, and therefore shorter than the term of PACE financing, which might result in unaffordable payments for the property owner;
- Whereas most private loans are due upon the sale of the benefited property, the PACE obligation transfers with the property upon sale; and
- For commercial property owners, PACE financing is available to some borrowers that might not meet traditional lending requirements, such as a minimum number of years in operation or years of audited financial statements.

Besides the financial advantages, PACE programs also offer quality control advantages for the improvements. For example, most PACE programs only allow property owners to work with contractors that have met the program's screening criteria, requiring contractors to be licensed, bonded, and insured and in good standing with the California Contractors State License Board. Figtree and HERO are two of the three leading organizations providing PACE financing and administration. They promote PACE financing as one option that should be offered to property

owners along with other options available to property owners who meet PACE's eligibility requirements. The current interest rates offered by Figtree and HERO are the following:

- Figtree's interest rates are 6.50% - 8.50% based on the term of the financing (5 – 20 years); and
- HERO's interest rates are 5.95% - 8.95% based on the term of the financing (5 - 20 years).

In order for Colma property owners to be eligible to access PACE financing from the additional providers, Figtree and HERO, the Town of Colma would need to be a member of a special tax district that encompasses the Town and would need to authorize the special tax district to serve as a provider of PACE financing to its property owners. In order for Figtree and HERO specifically to operate in Colma, the Town would need to adopt resolutions to join the special tax districts with which each is affiliated and adopt resolutions authorizing the programs themselves to operate in the Town, accept applications from property owners, and conduct assessment proceedings and levy assessments against the property of participating owners. The two organizations are affiliated with the following special tax districts:

- Figtree is affiliated with the California Enterprise Development Authority (CEDA), which is affiliated with the California Association for Local Economic Development (CALED); and
- HERO is affiliated with the Western Riverside Council of Governments, a joint exercise of powers authority.

Participating jurisdictions can withdraw from the special tax districts or PACE programs at any time by passing a resolution rescinding the authorization. There is no cost to the Town to join or to be a member of these special tax districts. Resolutions to join the appropriate special tax districts and authorize the programs are attached. The Town is already a member of the California Statewide Communities Development Authority (CSCDA), the special tax district affiliated with CaliforniaFIRST.

Once the Town authorizes the organizations to offer PACE financing, a property owner would apply for PACE financing directly to one of the three PACE organizations via that provider's website; if eligible and accepted, define the scope of improvements with the organization; consider and accept a funding offer and contract from the organization; work with a PACE-affiliated contractor to schedule the project and approve the project once completed; and pay off the financing through an assessment on the property owner's property tax bill. Only property owners who choose to participate in the program, not all property owners within the special tax district, will have assessments imposed on their property.

Participating in a PACE program is not risk free for a property owner. Consumer advocates have expressed three main concerns with PACE programs. To begin, the marketing of PACE programs is largely contractor driven, so buyers might experience an increase in marketing attempts and risk falling prey to unscrupulous contractors. Second, the interest rates offered through PACE might be higher than those available through other means. Finally, as PACE is a relatively new arrangement, the real estate industry is still adjusting to its use, which marginally complicates real estate transactions.

When a jurisdiction participates in a PACE program such as CaliforniaFirst, Figtree, or HERO through an existing special tax district, there is very low risk to the jurisdiction. The program handles all of the applications, contracting, and assessment administration. The jurisdiction simply helps notify property owners of the availability of PACE financing.

Although the Town has not estimated the number of property owners that might participate in a PACE program nor the associated positive environmental and economic impacts to the Town, staff does expect that there will be some increase in the number of energy efficiency and water conservation projects due to PACE.

SUSTAINABILITY IMPACT

Although the Town has not estimated the number of property owners that might participate in a PACE program nor the associated positive environmental and economic impacts to the Town, staff does expect that there will be some increase in the number of energy efficiency and water conservation projects due to PACE.

ALTERNATIVES

The City Council could choose not to adopt the resolutions authorizing the FigTree and/or HERO programs to operate in the Town. This option is not recommended, however, as it will result in a fewer number of PACE financing providers for businesses and residents to choose from in the Town.

RECOMMENDATION

Staff recommends the City Council adopt the Resolutions.

ATTACHMENTS

- A. Resolution (California Enterprise Development Authority)
- B. Exhibit A to California Enterprise Development Authority (Associate Membership Agreement between CEDA and the Town)
- C. Exhibit B to California Enterprise Development Authority (Resolution of Intent)
- D. Exhibit C to California Enterprise Development Authority (Indemnification Agreement)
- E. Resolution (Figtree)
- F. Exhibit A to Figtree Resolution (Indemnification Agreement)
- G. Exhibit B to Figtree Resolution (Draft Resolution of Intention)
- H. Resolution (HERO)
- I. Exhibit A to HERO Resolution (Amendment to Western Riverside Council of Governments Joint Powers Agreement)
- J. Exhibit B to HERO Resolution (Indemnification Agreement)

**RESOLUTION NO. 2016-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING ASSOCIATE MEMBERSHIP BY THE TOWN
IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY;
AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE
MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP
OF THE TOWN IN THE AUTHORITY; AUTHORIZING THE TOWN TO
JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT
CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY
CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE
TOWN OF COLMA; AND AUTHORIZING RELATED ACTIONS**

The City Council of the Town of Colma does hereby resolve as follows:

1. Background

(a) The Town of Colma, California (the "Town"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California.

(b) The Town, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them.

(c) The Town and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority ("CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to CEDA (the "Agreement").

(d) Under JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of CEDA will not be the debts, liabilities or obligations of the Town or the other members of the Authority.

(e) The form of Associate Membership Agreement (the "Associate Membership Agreement") between the Town and CEDA is attached hereto as Exhibit A.

(f) The Town is willing to become an Associate Member of CEDA subject to the provisions of the Associate Membership Agreement.

(g) CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond

Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments.

(h) Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied.

(i) The Town desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements.

(j) CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements.

(k) There has been presented at this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit B.

(l) Said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the Town's official boundaries of record at the time of adoption of the ROI (the "Boundaries").

(m) Pursuant to Chapter 29, the Town authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE.

(n) To protect the Town in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the Town.

(o) The Town will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

2. Finding.

(a) Good Standing. The Town is a municipal corporation and in good standing.

(b) Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the Town.

(c) Findings Relating to Public Affairs. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the Town. The City Council further finds that the statements, findings and determinations of the Town set forth in the above are true and correct.

(d) CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any

commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by State CEQA Guideline Section 15378(b)(4).

3. Order.

(a) Associate Membership Agreement. The Associate Membership Agreement presented at this meeting, attached hereto as Exhibit A, and on file with the City Clerk is hereby approved. The Mayor of the Town, the City Manager, the City Clerk and other officials of the Town are each hereby authorized and directed, for and on behalf of the Town, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

(b) The officers and officials of the Town are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

(c) Appointment of CEDA. The Town hereby appoints CEDA as its representative to:

(i) Record the assessment against the Participating Parcels;

(ii) Administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law");

(iii) Prepare program guidelines for the operations of the Program; and

(iv) Proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The Town is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

(d) Assessment Proceedings. In connection with Figtree PACE, the Town hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

(i) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;

(ii) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(iii) The Town will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

(e) Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

(f) Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

(g) Indemnification. The City Council acknowledges that Figtree has provided the Town with an indemnification agreement, as shown in Exhibit C, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the Town to execute and deliver the Indemnification Agreement to Figtree.

(h) Town Contact Designation. The appropriate officials and staff of the Town are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements.

(i) Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the Town.

4. Effective Date

This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

* * * * *

Certification of Adoption

I certify that the foregoing Resolution No. 2016-## was duly adopted at a special meeting of the City Council of the Town of Colma held on _____, 2016, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Diana Colvin, Mayor					
Helen Fisicaro, Vice Mayor					
Joanne F. del Rosario					
Raquel Gonzalez					

Joseph Silva					
<i>Voting Tally</i>					

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk

ATTACHEMENTS

- Exhibit A: Associate Membership Agreement
- Exhibit B: CEDA Resolution of Intention
- Exhibit C: Indemnification Agreement



ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

and the

Town of Colma, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this “Associate Membership Agreement”), dated as of _____ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the “Authority”) and the TOWN OF COLMA, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the “Town”);

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a “Member” and collectively, the “Members”), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the “Agreement”), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an “Associate Member”); and

WHEREAS, the Town desires to become an Associate Member of the Authority;

WHEREAS, City Council of the Town has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

EXHIBIT A

WHEREAS, the Board of Directors of the Authority has determined that the Town should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the Town do hereby agree as follows:

Section 1. Associate Member Status. The Town is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the Town and the Authority, the Town shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The Town shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the Town shall have any right to become an officer or director of the Authority by virtue of the Town being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The Town hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Town.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the Town in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

EXHIBIT A

**CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY**

By: _____
Gurbax Sahota, Chair
Board of Directors

Attest:

Michelle Stephens, Asst. Secretary

TOWN OF COLMA, CALIFORNIA

By: _____
Diana Colvin, Mayor
Colma City Council

Attest:

Caitlin Corley, City Clerk

EXHIBIT A



**RESOLUTION OF THE CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY DECLARING INTENTION
TO FINANCE INSTALLATION OF DISTRIBUTED
GENERATION RENEWABLE ENERGY SOURCES,
ENERGY EFFICIENCY, SEISMIC RETROFITS, ELECTRIC
VEHICLE CHARGING INFRASTRUCTURE, AND WATER
EFFICIENCY IMPROVEMENTS IN THE TOWN OF
COLMA**

WHEREAS, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, CEDA has obtained authorization from the Town of Colma (the “Town”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the Town; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the Town, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the Town.
- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.
- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the Town.

EXHIBIT B

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the Town, within which CEDA and property owners within the Town may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the Town including unincorporated territory within Town Boundaries. A property owner located within the Town may enter into contractual assessments with CEDA only after such Town has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms

EXHIBIT B

of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at _____ A., for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the Town to all water and electric providers within the boundaries of the Town has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of the CEDA's policies concerning contractual assessments including all of the following:
 - (i) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.

EXHIBIT B

- (ii) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
- (iii) A maximum aggregate dollar amount of contractual assessments.
- (iv) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear

likely to exceed the authorization amount.

(d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the Town, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the Town on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of, 201_.

EXHIBIT B

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Michelle Stephens, Asst. Secretary

EXHIBIT B



**INDEMNIFICATION AGREEMENT
BY AND BETWEEN
THE TOWN OF COLMA AND
FIGTREE COMPANY, INC.**

This Indemnification Agreement (the “Agreement”) is entered into by and between the Town of Colma, a municipal corporation, duly organized and existing under the laws of the State of California (the “Town of Colma”) and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the “Administrator”), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the “Authority”).

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the Town of Colma in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the “Figtree PACE Program”) to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code (“Chapter 29”) and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Town of Colma; and

WHEREAS, the legislative body of the Town of Colma adopted or will adopt a resolution authorizing the Town of Colma to join the Figtree PACE Program; and

WHEREAS, the Town of Colma will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Town of Colma in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the Town of Colma’s agreement to join the Figtree PACE Program, the parties agree as follows:

1. Indemnification. Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the

EXHIBIT C

assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the Town of Colma, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Town of Colma. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. Amendment/Interpretation of this Agreement. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. Section Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. Waiver. No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. Severability and Governing Law. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.
9915 Mira Mesa Blvd., Suite 130
San Diego, California 92131
Attn: Chief Executive Officer

If to the Town of Colma:

Town of Colma
1198 El Camino Real
Colma, California 94014
Attn: City Attorney

EXHIBIT C

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. Effective Date. This Agreement will be effective as of the date of the signature of Town of Colma's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

Town of Colma

Christopher Diaz, City Attorney

By: _____
Name:

Title:

Date: _____

Figtree Company, Inc., a California corp.

By _____
Name: Mahesh Shah
Title: CEO

Date: _____

EXHIBIT C

EXHIBIT C

**RESOLUTION NO. 2016-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING CONSENT TO INCLUSION OF PROPERTIES WITHIN
THE INCORPORATED AREA OF THE TOWN IN THE SAN MATEO COUNTY
PROPERTY ASSESSED CLEAN ENERGY PROGRAM TO FINANCE DISTRIBUTED
GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER
EFFICIENCY IMPROVEMENTS, APPROVING THE REPORT SETTING FORTH THE
PARAMETERS OF THE REFERENCED PROGRAM AND CERTAIN MATTERS IN
CONNECTION THEREWITH**

The City Council of the Town of Colma does hereby resolve as follows:

1. Background

(a) The California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority, comprised of cities and counties in the State of California, which will include the Town of Colma (the "Town") upon execution of an Associate Membership Agreement between CEDA and the Town, the signing of which was authorized by the City Council of the Town of Colma through approval of Resolution No. 2016-____.

(b) CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments.

(c) Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied.

(d) The Board of Supervisors (the "Board of Supervisors") of the County of San Mateo, a political subdivision of the State of California (the "County"), has adopted Figtree PACE pursuant to the Act.

(e) The parameters of Figtree PACE are set forth in the Program Report and such Report has been prepared pursuant to Section 5898.22 of the Act and approved by the CEDA Board of Directors.

(f) The Act authorizes CEDA to enter into contractual assessments with property owners located within incorporated cities in the County upon the approval of the legislative body of the related city to participate in Figtree PACE.

(g) The Town of Colma (the "Town") desires to participate with the County in Figtree PACE, and provide for participation in Figtree PACE by property owners located within the Town limits.

(h) Pursuant to Chapter 29, the Town authorizes CEDA to levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE.

(i) To protect the Town in connection with operation of the Figtree PACE, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the Town as provided for in the indemnification agreement, attached hereto as Exhibit A.

(j) The Town will not be responsible for the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

2. Findings

(a) Good Standing. The City is a municipal corporation in good standing.

(b) Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the Town.

(c) CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by State CEQA Guideline Section 15378(b)(4).

3. Order

(a) Resolution of Intention. The City Council ratifies the form resolution to be adopted by the CEDA Board of Directors declaring the Board's intention to order the implementation of a contractual assessment program to finance Improvements pursuant to the Act, a copy of which is attached hereto as Exhibit B.

(b) Boundaries. The City Council hereby approves the inclusion in Figtree PACE all of the properties in the incorporated area within the Town, as same may be amended through annexation from time to time, the acquisition, construction and installation within Town limits of the energy and water efficiency measures set forth in the Report upon the request and agreement of the affected property owner, and the assumption of jurisdiction thereof by CEDA for the aforesaid purposes. The adoption of this Resolution by this City Council constitutes the approval by the Town to participate in Figtree PACE. This City Council further authorizes CEDA to set the terms of, and implement, Figtree PACE and take each and every action necessary or desirable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance of bonds, notes or other forms of indebtedness secured by such contractual assessments as authorized by Chapter 29.

(c) Appointment of CEDA. The Town hereby appoints CEDA as its representative to:

- (i) Record the assessment against the Participating Parcels;
 - (ii) Administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law");
 - (iii) Prepare program guidelines for the operations of the Program; and
 - (iv) Proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The Town is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.
- (d) Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.
- (e) Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.
- (f) Indemnification. The City Council acknowledges that Figtree has provided the Town with an indemnification agreement, as shown in Exhibit A, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the Town to execute and deliver the Indemnification Agreement to Figtree.
- (g) Town Contact Designation. The appropriate officials and staff of the Town are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The City Clerk is directed to provide a certified copy of this Resolution to Figtree Energy Financing.
- (h) Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the Town.

4. Effective Date

This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

Certification of Adoption

I certify that the foregoing Resolution No. 2016-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on _____, 2016, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Diana Colvin, Mayor					
Helen Fisicaro					
Joanne F. del Rosario					
Joseph Silva					
Raquel Gonzalez					
<i>Voting Tally</i>					

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk

ATTACHMENTS

Exhibit A: Indemnification Agreement

Exhibit B: Draft Resolution of Intention

**INDEMNIFICATION AGREEMENT
BY AND BETWEEN
THE TOWN OF COLMA AND
FIGTREE COMPANY, INC.**

This Indemnification Agreement (the “Agreement”) is entered into by and between the Town of Colma, a municipal corporation, duly organized and existing under the laws of the State of California (the “Town of Colma”) and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the “Administrator”), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the “Authority”).

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the Town of Colma in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the “Figtree PACE Program”) to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code (“Chapter 29”) and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Town of Colma; and

WHEREAS, the legislative body of the Town of Colma adopted or will adopt a resolution authorizing the Town of Colma to join the Figtree PACE Program; and

WHEREAS, the Town of Colma will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Town of Colma in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the Town of Colma’s agreement to join the Figtree PACE Program, the parties agree as follows:

1. Indemnification. Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the

EXHIBIT A

assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the Town of Colma, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Town of Colma. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. Amendment/Interpretation of this Agreement. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. Section Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. Waiver. No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. Severability and Governing Law. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.
9915 Mira Mesa Blvd., Suite 130
San Diego, California 92131
Attn: Chief Executive Officer

If to the Town of Colma:

Town of Colma
1198 El Camino Real
Colma, California 94014
Attn: City Manager
Attn: City Attorney

EXHIBIT A

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. Effective Date. This Agreement will be effective as of the date of the signature of Town of Colma's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

Town of Colma

Christopher Diaz, City Attorney

By: _____
Name:

Title:

Date: _____

Figtree Company, Inc., a California corp.

By _____
Name: Mahesh Shah
Title: CEO

Date: _____

EXHIBIT A

EXHIBIT A

**RESOLUTION OF THE CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY DECLARING INTENTION
TO FINANCE INSTALLATION OF DISTRIBUTED
GENERATION RENEWABLE ENERGY SOURCES,
ENERGY EFFICIENCY, SEISMIC RETROFITS, ELECTRIC
VEHICLE CHARGING INFRASTRUCTURE, AND WATER
EFFICIENCY IMPROVEMENTS IN THE TOWN OF
COLMA**

WHEREAS, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, CEDA has obtained authorization from the Town of Colma (the “Town”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the Town; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the Town, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the Town.
- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.
- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the Town.

EXHIBIT B

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the Town, within which CEDA and property owners within the Town may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the Town including unincorporated territory within Town Boundaries. A property owner located within the Town may enter into contractual assessments with CEDA only after such Town has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms

EXHIBIT B

of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at _____ A., for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the Town to all water and electric providers within the boundaries of the Town has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of the CEDA's policies concerning contractual assessments including all of the following:
 - (i) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.

EXHIBIT B

- (ii) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
- (iii) A maximum aggregate dollar amount of contractual assessments.
- (iv) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear

likely to exceed the authorization amount.

(d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the Town, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the Town on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of, 201_.

EXHIBIT B

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Michelle Stephens, Asst. Secretary

EXHIBIT B



RESOLUTION NO. 2016-__
Of The City Council Of The Town Of Colma

**RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF COLMA, CALIFORNIA,
 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TOWN'S
 JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE
 DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND
 WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING
 INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT
 POWERS AGREEMENT RELATED THERETO**

The City Council of the Town of Colma does hereby resolve as follows:

1. Background

- (a) A public hearing was held on this matter on January 13, 2016, and evidence was taken at the public hearing;
- (b) The City Council has considered the staff report, and evidence presented at the public hearing.

2. Findings.

The City Council finds that:

- (a) The Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and
- (b) Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and
- (c) The Town of Colma (the "Town") is committed to the development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and
- (d) In Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

(e) Installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

(f) The Town wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with the Authority in order to efficiently and economically assist property owners in the Town in financing such Improvements; and

(g) Authority has legal authority to establish the California HERO Program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the Town of Colma as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the Town, a copy of which is attached as Exhibit A hereto, to assist property owners within the incorporated area of the Town in financing the cost of installing Improvements; and

(h) The Town will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

(i) As part of the California HERO Program, the Authority works with Renovate America as the administrator of the Program, and Renovate America has agreed to indemnify the Town for all liability associated with Renovate America's administration of the California HERO Program, as documented in the Indemnification Agreement between the Town and Renovate America, a copy of which is attached as Exhibit B hereto.

3. Order

(a) The City Council finds and declares that properties in the Town's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

(b) The City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the Town and to the Improvements, upon the voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

(c) The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

(d) The City Council hereby approves the JPA Amendment, attached hereto as Exhibit A, and authorizes the execution thereof by appropriate Town officials.

(e) The City Council hereby approves the Indemnification Agreement, attached hereto as Exhibit B, and authorizes the execution thereof by appropriate Town officials.

(f) Town staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the Town, and report back periodically to the City Council on the success of such program.

4. Effective Date

(a) This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

Certification of Adoption

I certify that the foregoing Resolution No. 2016-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on _____, 2016, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Diana Colvin, Mayor					
Helen Fisicaro					
Joanne F. del Rosario					
Joseph Silva					
Raquel Gonzalez					
<i>Voting Tally</i>					

Dated _____

Diana Colvin, Mayor

Attest: _____

Caitlin Corley, City Clerk



**AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING TOWN OF COLMA AS AN
ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO
PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE)
PROGRAM SERVICES WITH THE TOWN**

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the ___ day of _____, 2015, by Town of Colma ("Colma") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members"). WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the "California HERO Program" pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, Colma desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit Colma to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of Colma; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of Colma; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of Colma and Authority with respect to the implementation of the California HERO Program within the incorporated territory of Colma.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. The Town agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, Colma shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of Colma as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of Colma. Except as expressly provided for by this JPA Amendment, Colma shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. Colma shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. Colma shall determine and notify Authority of the boundaries of the incorporated territory within Colma's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of Colma or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

Colma will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. Colma entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. Colma or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within Colma. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. Colma may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. Colma withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of Colma's notice of withdrawal.

2. Indemnification and Liability. Authority shall defend, indemnify and hold City and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the acts, errors or omissions of Authority or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages, provided that the Authority shall not be required to defend or indemnify City and its directors, officials, officers, employees and agents for City's sole negligence or willful misconduct. Without limiting the foregoing, Section 5.2 of the

Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. Colma shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. Colma recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by Colma.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

Colma:

Town of Colma, Attn: City Attorney, 1198 El Camino Real, Colma CA 94014

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____ Date: _____

Executive Committee Chair
Western Riverside Council of Governments

Town of Colma

By: _____ Date: _____

Title:

**INDEMNIFICATION AND INSURANCE AGREEMENT
BY AND BETWEEN
THE TOWN OF COLMA
AND
Renovate America, Inc._____**

This Indemnification and Insurance Agreement (the "Agreement") is entered into by and between the Town of Colma, a municipal corporation (the "Town") and Renovate America, Inc., a Delaware corporation (the "Administrator"), the administrator of the WRCOG HERO Program, which is a program of the Western Riverside Council of Governments, a California joint exercise of powers authority (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members of which include the Town in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the WRCOG HERO Program ("PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Town; and

WHEREAS, on January 13, 2016, the City Council of the Town adopted a resolution authorizing the City to join the PACE Program, authorizing the Authority to accept applications from eligible property owners, conduct assessment proceedings and levy assessments within the territory of the Town and authorizing related actions; and

WHEREAS, the Authority is solely responsible for the formation, operation and administration of the PACE Program as well as the sale and issuance of any bonds in connection therewith, including the conduct of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the PACE Program; and

WHEREAS, the Administrator is the administrator of the PACE Program and agrees to indemnify the Town and provide insurance and add the Town as an additional insured on its insurance policy or policies in connection with the operations of the PACE Program as set forth herein; and

NOW, THEREFORE, in consideration of the above premises and of the Town's agreement to join the PACE Program, the parties agree as follows:

1. Agreement to Indemnify. The Administrator agrees to defend, indemnify and hold harmless the Town, its officers, elected or appointed officials, employees, agents and volunteers

EXHIBIT B

from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of the acts, errors or omissions of the Administrator and its officers, employees, agents and subcontractors in the operation of the PACE Program except such loss or damage which was caused by the sole negligence or willful misconduct on the part of the Town, its officers, elected or appointed officials, employees, agents or volunteers. The Administrator will conduct all defenses at its sole cost and expense and the Town shall reasonably approve selection of the Administrator's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of the Administrator, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of the Administrator, its affiliates or other parties are not a limitation upon the obligation of the Administrator including without limitation the amount of indemnification to be provided by the Administrator.

2. Insurance. The Administrator agrees that, at no cost or expense to the City, at all times during the operation of the PACE Program, to maintain the insurance coverage set forth in Exhibit A to this Agreement.

3. Amendment/Interpretation of this Agreement. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

4. Section Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5. Waiver. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. Severability and Governing Law. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

7. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

EXHIBIT B

If to the Administrator

Renovate America, Inc.
16935 W. Bernardo Drive, Suite 150
San Diego, CA 92127

If to the Town:

Town of Colma
1198 El Camino Real
Colma, California 94014
Attn: City Manager
Attn: City Attorney

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

9. Effective Date. This Agreement will be effective as of the date of the signature of Town's representative as indicated below in the Town's signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date above.

APPROVED AS TO FORM:

"Town"
Town of Colma, a municipal corporation

By: _____

Date: _____

Title: _____

Renovate America, Inc., a Delaware corporation

By _____

Date: _____

Title: _____

EXHIBIT B

EXHIBIT A

INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the Town's Risk Manager.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/ aggregate limit.
D-3 HERO Draft Indemnification and Insurance A-2

C. Deductibles and Self-Insured Retentions

EXHIBIT B

Any deductibles or self-insured retentions must be declared to, and approved by Town's Risk Manager. At the option of Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Town, its officers, employees, agents and contractors; or Administrator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Town's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The Town of Colma, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Administrator; products and completed operations of Administrator; premises owned, leased or used by Administrator; and automobiles owned, leased, hired or borrowed by Administrator. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, employees, agents and contractors.

b. Administrator's insurance coverage shall be primary insurance as respects the Town, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by the Town, its officers, employees, agents or contractors shall be excess of Administrator's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by Administrator shall not affect coverage provided City, its officers, employees, agents, or contractors.

d. Coverage shall state that Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the Town, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the Twon of Colma, its officers, employees, agents and contractors. D-3 HERO Draft Indemnification and Insurance A-3

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the Town, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

EXHIBIT B

Insurance is to be placed with insurers acceptable to Town's Risk Manager.

F. Verification of Coverage

Administrator shall furnish the Town with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: bdossey@colma.ca.gov, or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

Brian Dossey
Direction of Recreation Services
Town of Colma
1520 Hillside Boulevard
Colma, CA 94014

G. Subcontractors

Administrator shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Roger Peters, Project Manager
 VIA: Sean Rabé, City Manager
 MEETING DATE: January 13, 2016
 SUBJECT: Recyclables, Organic Waste and Garbage Collection and Processing Services

RECOMMENDATION

There is no recommendation because this matter is on for a study session only, and no action will be taken at this meeting.

EXECUTIVE SUMMARY

The Town of Colma (Town) received proposals from two qualified bidders, Republic Services, Inc. (Republic) and South San Francisco Scavenger Co., Inc. (SSFSC), for an exclusive Franchise Agreement (Agreement) for the collection and processing of recyclables and organics, and the collection and disposal of garbage. At a special meeting on October 28th, the City Council heard presentations from the two bidders about their qualifications, services and programs, and their plans for achieving the Town's diversion targets.

The purpose of this study session is to receive and discuss each proposer's revised rate schedule, hear staff's analyses of the data, and take public comments on the rate schedules. At an upcoming meeting, the Evaluation Committee will present its recommendations and the Council may then select the contractor for this project.

Preliminarily, staff concludes that:

- Republic's and SSFSC's rates for single-family residential services are virtually the same;
- SSFSC's rates are slightly higher (4%) than Republic's rates for commercial services;
- SSFSC's rates are substantially (97%) higher than Republic's rates for roll-off box services;

- Because of uncertainties in the roll-off box data, staff cannot reliably calculate the total costs of all services provided to residents and businesses; and
- The comparisons of monthly rates for regular, periodic services in this Report do not include rates for occasional or intermittent services, such as an additional cart exchange, cart replacement or extra bulky waste collection.

BACKGROUND

Republic and SSFSC submitted proposals to the Town on August 31, 2015. At a study session on October 28, the City Council heard presentations from staff and the two proposers about the qualifications of the two companies, the services and programs proposed by the companies, and each company's plan to achieve the Town's diversion requirements. A study session was scheduled for November 12 to hear the companies' proposed rate schedules. The Staff Report for that study session noted that Republic had not agreed to use the Town-proposed method for determining future rate increases but had instead proposed using a "true-up"¹ in two years or the Water, Sewer, Trash index for determining future rate increases. The Staff Report posed the question whether Republic's proposal should be rejected pursuant to section 8.1 of the RFP. The day before the study session, Republic sent the Town a letter purporting to "clarify" its previous responses related to compensation adjustments. In that letter, Republic stated that it was always "ready, willing and able to enter into a franchise agreement with no provision for future compensation increases except as provided in Article 7 of the draft Franchise Agreement." This information was presented to the City Council at the November 12th study session. The day after the study session, SSFSC submitted a letter to the Town asking that it be allowed to modify its proposed rate schedule because the Town had allowed Republic to clarify its rate schedule. On November 30, the Town sent both companies a letter stating as follows:

Pursuant to section 8.1 of the Town's Request for Proposals, the Town of Colma rejects Proposal Forms M-1 through M-7 of your Proposal for Collection and Processing Services for Recyclables, Organic Waste and Garbage dated August 31, 2015, and invites you to re-submit Proposal Forms M-1 through M-7, along with new Proposal Form M-8, by 4:00 PM on December 14, 2015.

Republic and SSFSC timely submitted revised rate schedules. Staff examined the submittals and requested further information from both companies about the revised schedules. The following is an analysis of the final, revised customer rate schedules of the two companies.

¹ The term "true-up" means to revise the charges and costs that are specified in an agreement after the commencement of the contract. At the negotiations stage of some contracts, the parties tentatively decide on the costs and charges that will be incurred in the execution of their obligations under the contract. They also agree to "true up" or revise the charges based on the final costs that will be involved in carrying out the obligations in the agreement.

ANALYSIS

For each different type of service offered by each proposer, there is a rate² for that service, and each proposer's rate schedule has over 50 different rates. To simplify the analysis, this report will use a sampling of the most common types of services, which are:

<i>Type of Service</i>	<i>Number of Customers</i> ³
32-gal residential service	320
64-gal residential service	28
32-gal commercial service	5
1 cu yd. - 1x week commercial svc	13
2 cu yd. – 1x week commercial svc	7
3 cu yd. – 1x week commercial svc	8
4 cu yd. – 2x week commercial svc	10
20 cu yd. roll-off box svc	5
40 cu yd. roll-off box svc	3

Staff estimates that there are 364 single-family dwelling units that should receive waste collection services; five multi-family dwelling units; and 146 commercial units. The number of customers subscribing to collection services does not add up to the number of residential and commercial units in town because some units share services with each other.

Comparison of Existing and Proposed Rates

For most types of services each company's proposed new rates are lower than their existing rates, as shown in Tables 1 and 2.

² As used in this report, the word "rate" means the price for each unit, and the word "charge" means the price for the total number of units purchased. Using gasoline as an example, the "rate" for a gallon of gasoline is the price per gallon while the "charge" would be the total cost of filling one's tank.

³ The roll-off customer counts shown in this table (5 and 3) were calculated by the Town's consultants after converting all current roll-off customers from their current service levels to once per week service.

TABLE 1: COMPARISON OF REPUBLIC'S EXISTING AND PROPOSED RATES

<i>Description</i>	<i>Existing</i>	<i>Proposed</i>	<i>Increase Decrease</i>
20-gal residential service		\$ 19.17	
32-gal residential service	\$ 25.41	\$ 22.17	- \$ 3.24
64-gal residential service	\$ 50.82	\$ 44.34	- \$ 6.48
32-gal commercial service	\$ 25.41	\$ 22.87	- \$ 2.54
1 cu yd. - 1x week commercial svc	\$ 182.01	\$ 158.35	- \$23.66
2 cu yd. - 1x week commercial svc	\$ 345.51	\$ 300.59	- \$ 44.92
3 cu yd. - 1x week commercial svc	\$ 499.58	\$ 434.63	- \$ 64.95
4 cu yd. - 2x week commercial svc	\$ 1,267.01	\$ 1,102.30	- \$ 164.71

TABLE 2: COMPARISON OF SSFSC'S EXISTING AND PROPOSED RATES

<i>Description</i>	<i>Existing</i>	<i>Proposed</i>	<i>Increase Decrease</i>
20-gal residential service	\$ 22.70	\$ 19.94	- \$ 2.75
32-gal residential service	\$ 28.71	\$ 22.16	- \$ 6.55
64-gal residential service	\$ 63.15	\$ 44.32	- \$ 18.83
32-gal commercial service	\$ 27.99	\$ 23.22	- \$ 4.77
1 cu yd. - 1x week commercial svc	\$ 178.60	\$ 163.71	- \$ 14.89
2 cu yd. - 1x week commercial svc	\$ 267.80	\$ 311.03	+ \$ 43.23
3 cu yd. - 1x week commercial svc	\$ 401.76	\$ 451.00	+ \$ 49.24
4 cu yd. - 2x week commercial svc	\$ 1,071.30	\$ 1,137.41	+ \$ 66.11

Comparison of Proposed Rates

The next table, which compares the proposed monthly rates of some of the most common services, illustrates that Republic's rates and SSFSC's rates are very close for residential and commercial customers, and that SSFSC's rates are substantially higher than Republic's rates for roll-off box services.⁴

⁴ Roll-off boxes are large, solid waste containers (10 to 40 cubic yards) that are collected and transported on a roll-off collection vehicle. The other main type of collection vehicle is a front- or rear-loading truck. (See pictures at end of this report.)

TABLE 3: COMPARISON OF SELECTED MONTHLY RATES PROPOSED BY REPUBLIC AND SSFSC

<i>Customer Rate Description</i>	<i>Republic</i>	<i>SSFSC</i>
32-gal residential service	\$ 22.17	\$ 22.16
64-gal residential service	44.34	44.32
32-gal commercial svc – 1x week	22.87	23.22
1 cu yd. commercial svc – 1x week	158.35	163.71
2 cu yd. commercial svc – 1x week	300.59	311.03
3 cu yd. commercial svc – 1x week	434.63	451.00
4 cu yd. commercial svc – 2x week	1,102.30	1,137.41
20 cu yd. roll-off box svc – 1x week*	1,571.47	2,933.67
40 cu yd. roll-off box svc – 1x week**	1,744.77	5,871.67

* 2.0 tons of disposal have been included in both proposers' 20 cu yd. box customer rate to provide a fair comparison.

** 4.0 tons of disposal have been included in both proposers' 40 cu yd. box customer rate to provide a fair comparison.

Limitations and Uncertainties

The foregoing comparative analysis of monthly rates for regular, periodic services do not include occasional or intermittent services, such as an additional cart exchange, cart replacement or extra bulky waste collection. Depending on the need for these additional services, a customer's cost can increase substantially, but there is no method for performing a comparative analysis of these additional costs. However, we believe that the revenues from the occasional or intermittent services for all customers are low in comparison to revenues from subscription services and therefore would not materially change the calculations.

Because of uncertainties in the roll-off box data, staff cannot reliably calculate the total costs of all services provided to residents and businesses because it is uncertain whether the currently available roll-off account data is complete and accurate. Specifically:

- The existing roll-off data that is used in our analysis consists of 19 current roll-off trash accounts for which we have account data. It appears there may be six to eight additional roll-off trash accounts for which we are missing data. Those accounts are not included in the analysis.
- The current roll-off container size offerings vary greatly and are not all consistent with the container sizes provided in the proposed rate schedules. The current roll-off container sizes include 15, 16, 20, 30, 35, and 40 cubic yards, whereas the roll-off container sizes in the proposed rate schedules include 10, 20, 30 and 40 cubic yards.
- The collection frequency ranges for roll-off boxes from once per week to once per year while the frequency for commercial containers range from once a week to almost daily.

Nevertheless, in preparation for the next City Council meeting, staff will attempt to estimate the total annual rate revenues for each proposer, and the City Manager's Evaluation Committee will score the rate schedules and complete its evaluation of the two proposals.

NEXT STEPS

At an upcoming meeting, the City Council will consider both proposals. The City Manager's Evaluation Committee will present its scores for all components for each of the tree proposals, its recommended answers to the foregoing questions, and its recommendation of which proposer to select. The Council may then select a contractor and direct staff to add, modify or omit terms and conditions from the draft franchise agreement. Following the December meeting, staff and the selected bidder will meet to finalize the Franchise Agreement in accordance with the Council's directions.

CONCLUSION

Both proposers are well-qualified to perform the services required by the Town's Request for Proposals, and both have presented thorough, detailed proposals for performing the contract. Further analyses and recommendations about the proposed rate schedules and future rate increases will be presented at the Council's January 27th meeting at which time the City Council may make its final selection and may direct staff to modify the terms of the proposed franchise agreement.



Front-loading truck



Truck with Roll-off box

ATTACHMENT

- A. Revised Rate Schedules - Republic
- B. Revised Rate Schedules - SSFSC

Form M-1 CUSTOMER RATE PROPOSAL

Instructions and Cost Estimates

Instructions:

All collection Service Rates proposed on these forms for *Town of Colma* shall be fixed through August 31, 2017 and should reflect service requirements as specified in the Franchise Agreement.

Proposer must complete Forms M-1, M-2, M-3, M-4, M-5, M-6, M-7 and M-8 if it is to be considered for Agreement Award.

Proposer is also required to provide the following estimated costs to allow the Town to better understand the technical feasibility of the proposer's technical approach and customer rates.

Contractor's Estimated Annual Cost for Single-family Services	<u>\$134,690.83</u>
Contractor's Estimated Annual Cost for Multi-family Services	<u>\$5,536.22</u>
Contractor's Estimated Annual Cost for Commercial Services	<u>\$700,147.17</u>
Contractor's Estimated Annual Cost for services provided to the Town	<u>\$9,447.22</u>
Contractor's Estimated Cost for Transition	<u>\$137,616.75</u>
Contractor's Estimated Annual Cost for Public Education	<u>\$45,936.50</u>
Contractor's Estimated Capital Cost for Collection Vehicles	<u>\$277,183.24</u>
Contractor's Estimated Capital Cost for Carts	<u>\$60,794.19</u>
Contractor's Estimated Capital Costs for Bins	<u>\$64,626.45</u>
Contractor's Estimated Capital Costs for Roll-offs	<u>\$38,131.78</u>

NOTES for Forms M-2 , M-3, and M-4:

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:

(1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Notes for Forms M-3 and M-4:

On Forms M-3 and M-4, for 10 -40 CY roll-off containers and compactors, the allowable tonnages & per ton fee for **regularly scheduled** collection of garbage and organics in (e.g., must be included. **NOTE: the listed per ton fees must directly tie to the Disposal or Organics Component cost amounts in the rate sheets for roll-off rates**). For example, if the disposal per ton fee is \$50/ton, and the maximum allowable tonnage is 4 tons, then the Disposal cost would be \$200. If however, there is a \$30/ton transfer fee in addition to the per ton disposal fee, then the total "disposal fee would be \$80/ton, or \$320 for the same 4 tons.

Note for Form M-5:

On Form M-5, the rates are for "pull" only.

Form M-2 CUSTOMER RATES – RESIDENTIAL CART COLLECTION

SFD/MFD Cart Collection

Processing / Disposal Cost Per Ton		Facility Name			
Per Ton Solid Waste Disposal	<u>\$55.00</u>	Ox Mountain Landfill			
Per Ton Organics Processing	<u>\$62.00</u>	Richmond Landfill			
Per Ton Transfer Station (if applicable)	<u>\$42.48</u>	Blue Line Transfer Station			
A. CURBSIDE CART COLLECTION SERVICE (WEEKLY REFUSE, RECYCLING AND ORGANIC WASTE COLLECTION)					
		20 Gal	32 Gal	64 Gal	96 Gal
A1	Collection Component	<u>\$15.42</u>	<u>\$17.83</u>	<u>\$35.66</u>	<u>\$53.49</u>
A2	Disposal Component	<u>\$1.89</u>	<u>\$2.19</u>	<u>\$4.38</u>	<u>\$6.56</u>
A3	Organics Component	<u>\$0.90</u>	<u>\$1.04</u>	<u>\$2.09</u>	<u>\$3.13</u>
A4	Franchise Fee Component	<u>\$0.96</u>	<u>\$1.11</u>	<u>\$2.22</u>	<u>\$3.33</u>
A5	TOTAL MONTHLY CUSTOMER RATE	<u>\$19.17</u>	<u>\$22.17</u>	<u>\$44.34</u>	<u>\$66.52</u>
B. ADDITIONAL SERVICES					
B1	Additional Curbside Solid Waste Cart (added to Line A1)	<u>\$21.69</u>	<u>\$21.69</u>	<u>\$43.39</u>	<u>\$65.08</u>
	Additional Curbside Organic Waste Cart (added to Line A1)	<u>\$12.00</u>	<u>\$12.00</u>	<u>\$12.00</u>	<u>\$12.00</u>
	Customer Requested On-Premise Collection - (added to Line A1)	<u>\$46.76</u>	<u>\$50.76</u>	<u>\$54.62</u>	<u>\$58.62</u>
	Additional Customer Requested On-Premise Cart - each cart (added to Line A1)	<u>\$21.69</u>	<u>\$21.69</u>	<u>\$43.39</u>	<u>\$65.08</u>
	Additional Cart Exchange (each additional cart/occurrence)	<u>\$35.18</u>	<u>\$35.18</u>	<u>\$35.18</u>	<u>\$35.18</u>
	Additional Cart Replacement (each additional cart/occurrence)	<u>\$65.31</u>	<u>\$65.31</u>	<u>\$65.31</u>	<u>\$65.31</u>
	Additional Cart Cleaning (each additional cart/occurrence)	<u>\$35.18</u>	<u>\$35.18</u>	<u>\$35.18</u>	<u>\$35.18</u>
	Additional Customer Bulky Waste Collection each/occurrence	<u>\$65.31</u> / each occurrence			

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:
 (1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Form M-3 CUSTOMER RATES – RESIDENTIAL BIN COLLECTION						
SFD/MFD Bin Collection						
A. SOLID WASTE COLLECTION						
Processing / Disposal Cost Per Ton				Facility Name		
Per Ton Solid Waste Disposal				\$55.00	<u>Ox Mountain Landfill</u>	
Per Ton Organics Processing				\$62.00	<u>Richmond Landfill</u>	
<u>MSW Per Ton Transfer Station (if applicable)</u>				\$27.32	<u>Blue Line Transfer Station</u>	
<u>Organics Per Ton Transfer Station (if applicable)</u>				\$42.48	<u>Blue Line Transfer Station</u>	
Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
1 CY						
Collection Component	<u>\$136.96</u>	<u>\$252.47</u>	<u>\$367.98</u>	<u>\$483.49</u>	<u>\$599.00</u>	<u>\$714.51</u>
Disposal Component	<u>\$13.47</u>	<u>\$24.82</u>	<u>\$36.18</u>	<u>\$47.54</u>	<u>\$58.90</u>	<u>\$70.26</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$7.92</u>	<u>\$14.59</u>	<u>\$21.27</u>	<u>\$27.95</u>	<u>\$34.63</u>	<u>\$41.30</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$158.35</u>	<u>\$291.89</u>	<u>\$425.43</u>	<u>\$558.98</u>	<u>\$692.53</u>	<u>\$826.07</u>
1.5 CY						
Collection Component	<u>\$199.05</u>	<u>\$372.30</u>	<u>\$545.57</u>	<u>\$718.83</u>	<u>\$892.09</u>	<u>\$1,065.35</u>
Disposal Component	<u>\$19.57</u>	<u>\$36.61</u>	<u>\$53.64</u>	<u>\$70.68</u>	<u>\$87.72</u>	<u>\$104.75</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$11.51</u>	<u>\$21.52</u>	<u>\$31.54</u>	<u>\$41.55</u>	<u>\$51.57</u>	<u>\$61.58</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$230.12</u>	<u>\$430.43</u>	<u>\$630.75</u>	<u>\$831.06</u>	<u>\$1,031.38</u>	<u>\$1,231.69</u>
2 CY						
Collection Component	<u>\$260.00</u>	<u>\$491.00</u>	<u>\$722.00</u>	<u>\$953.01</u>	<u>\$1,184.01</u>	<u>\$1,415.03</u>
Disposal Component	<u>\$25.56</u>	<u>\$48.28</u>	<u>\$70.99</u>	<u>\$93.71</u>	<u>\$116.42</u>	<u>\$139.13</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$15.03</u>	<u>\$28.38</u>	<u>\$41.74</u>	<u>\$55.09</u>	<u>\$68.44</u>	<u>\$81.80</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$300.59</u>	<u>\$567.66</u>	<u>\$834.73</u>	<u>\$1,101.80</u>	<u>\$1,368.88</u>	<u>\$1,635.96</u>
3 CY						
Collection Component	<u>\$375.94</u>	<u>\$722.44</u>	<u>\$1,068.95</u>	<u>\$1,415.47</u>	<u>\$1,761.99</u>	<u>\$2,108.50</u>
Disposal Component	<u>\$36.96</u>	<u>\$71.03</u>	<u>\$105.11</u>	<u>\$139.18</u>	<u>\$173.25</u>	<u>\$207.32</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$21.73</u>	<u>\$41.76</u>	<u>\$61.79</u>	<u>\$81.82</u>	<u>\$101.85</u>	<u>\$121.89</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$434.63</u>	<u>\$835.23</u>	<u>\$1,235.85</u>	<u>\$1,636.47</u>	<u>\$2,037.09</u>	<u>\$2,437.71</u>
4 CY						
Collection Component	<u>\$491.43</u>	<u>\$953.44</u>	<u>\$1,415.43</u>	<u>\$1,877.45</u>	<u>\$2,339.46</u>	<u>\$2,801.46</u>
Disposal Component	<u>\$48.32</u>	<u>\$93.75</u>	<u>\$139.17</u>	<u>\$184.60</u>	<u>\$230.03</u>	<u>\$275.46</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$28.41</u>	<u>\$55.11</u>	<u>\$81.82</u>	<u>\$108.53</u>	<u>\$135.24</u>	<u>\$161.94</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$568.15</u>	<u>\$1,102.30</u>	<u>\$1,636.43</u>	<u>\$2,170.58</u>	<u>\$2,704.73</u>	<u>\$3,238.86</u>
6 CY						
Collection Component	<u>\$724.56</u>	<u>\$1,417.58</u>	<u>\$2,110.63</u>	<u>\$2,803.67</u>	<u>\$3,496.71</u>	<u>\$4,189.75</u>
Disposal Component	<u>\$71.24</u>	<u>\$139.39</u>	<u>\$207.53</u>	<u>\$275.67</u>	<u>\$343.82</u>	<u>\$411.96</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$41.88</u>	<u>\$81.95</u>	<u>\$122.01</u>	<u>\$162.07</u>	<u>\$202.13</u>	<u>\$242.20</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$837.69</u>	<u>\$1,638.91</u>	<u>\$2,440.17</u>	<u>\$3,241.42</u>	<u>\$4,042.66</u>	<u>\$4,843.91</u>

10 CY Box¹						
Collection Component	\$1,054.13	\$2,108.26	\$3,162.39	\$4,216.52	\$5,270.65	\$6,324.78
Disposal Component	\$356.45	\$712.90	\$1,069.35	\$1,425.80	\$1,782.25	\$2,138.70
Organics Component	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Component	\$74.24	\$148.48	\$222.72	\$296.97	\$371.21	\$445.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,484.82</u>	<u>\$2,969.64</u>	<u>\$4,454.46</u>	<u>\$5,939.29</u>	<u>\$7,424.11</u>	<u>\$8,908.93</u>
20 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$356.45</u>	<u>\$712.90</u>	<u>\$1,069.35</u>	<u>\$1,425.80</u>	<u>\$1,782.25</u>	<u>\$2,138.70</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$74.24	\$148.48	\$222.72	\$296.97	\$371.21	\$445.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,484.82</u>	<u>\$2,969.64</u>	<u>\$4,454.46</u>	<u>\$5,939.29</u>	<u>\$7,424.11</u>	<u>\$8,908.93</u>
30 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$356.45</u>	<u>\$712.90</u>	<u>\$1,069.35</u>	<u>\$1,425.80</u>	<u>\$1,782.25</u>	<u>\$2,138.70</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$74.24	\$148.48	\$222.72	\$296.97	\$371.21	\$445.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,484.82</u>	<u>\$2,969.64</u>	<u>\$4,454.46</u>	<u>\$5,939.29</u>	<u>\$7,424.11</u>	<u>\$8,908.93</u>
40 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$356.45</u>	<u>\$712.90</u>	<u>\$1,069.35</u>	<u>\$1,425.80</u>	<u>\$1,782.25</u>	<u>\$2,138.70</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$74.24	\$148.48	\$222.72	\$296.97	\$371.21	\$445.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,484.82</u>	<u>\$2,969.64</u>	<u>\$4,454.46</u>	<u>\$5,939.29</u>	<u>\$7,424.11</u>	<u>\$8,908.93</u>
Compactor¹						
Collection Component	<u>\$1,468.68</u>	<u>\$2,937.36</u>	<u>\$4,406.04</u>	<u>\$5,874.72</u>	<u>\$7,343.40</u>	<u>\$8,812.08</u>
Disposal Component	<u>\$356.45</u>	<u>\$712.90</u>	<u>\$1,069.35</u>	<u>\$1,425.80</u>	<u>\$1,782.25</u>	<u>\$2,138.70</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$96.07	\$192.13	\$288.20	\$384.26	\$480.33	\$576.39
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,921.20</u>	<u>\$3,842.39</u>	<u>\$5,763.59</u>	<u>\$7,684.78</u>	<u>\$9,605.98</u>	<u>\$11,527.17</u>
<p>1. Allows 1 ton of material in each roll-off or compactor that is included in the disposal and organics processing component. For each additional ton, there is a disposal fee, transfer fee, and franchise fee totaling \$86.65 per ton.</p>						

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the (1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

TOTAL MONTHLY CUSTOMER RATE	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
10 CY Box¹						
Collection Component	\$1,054.13	\$2,108.26	\$3,162.39	\$4,216.52	\$5,270.65	\$6,324.78
Disposal Component	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Organics Component	\$452.40	\$904.80	\$1,357.20	\$1,809.60	\$2,262.00	\$2,714.40
Franchise Fee Component	\$79.29	\$158.58	\$237.87	\$317.16	\$396.45	\$475.74
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,585.82</u>	<u>\$3,171.64</u>	<u>\$4,757.46</u>	<u>\$6,343.28</u>	<u>\$7,929.10</u>	<u>\$9,514.92</u>
20 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$452.40</u>	<u>\$904.80</u>	<u>\$1,357.20</u>	<u>\$1,809.60</u>	<u>\$2,262.00</u>	<u>\$2,714.40</u>
Franchise Fee Component	\$79.29	\$158.58	\$237.87	\$317.16	\$396.45	\$475.74
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,585.82</u>	<u>\$3,171.64</u>	<u>\$4,757.46</u>	<u>\$6,343.28</u>	<u>\$7,929.10</u>	<u>\$9,514.92</u>
30 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$452.40</u>	<u>\$904.80</u>	<u>\$1,357.20</u>	<u>\$1,809.60</u>	<u>\$2,262.00</u>	<u>\$2,714.40</u>
Franchise Fee Component	\$79.29	\$158.58	\$237.87	\$317.16	\$396.45	\$475.74
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,585.82</u>	<u>\$3,171.64</u>	<u>\$4,757.46</u>	<u>\$6,343.28</u>	<u>\$7,929.10</u>	<u>\$9,514.92</u>
40 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$452.40</u>	<u>\$904.80</u>	<u>\$1,357.20</u>	<u>\$1,809.60</u>	<u>\$2,262.00</u>	<u>\$2,714.40</u>
Franchise Fee Component	\$79.29	\$158.58	\$237.87	\$317.16	\$396.45	\$475.74
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,585.82</u>	<u>\$3,171.64</u>	<u>\$4,757.46</u>	<u>\$6,343.28</u>	<u>\$7,929.10</u>	<u>\$9,514.92</u>
Compactor¹						
Collection Component	<u>\$1,468.68</u>	<u>\$2,937.36</u>	<u>\$4,406.04</u>	<u>\$5,874.72</u>	<u>\$7,343.40</u>	<u>\$8,812.08</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$452.40</u>	<u>\$904.80</u>	<u>\$1,357.20</u>	<u>\$1,809.60</u>	<u>\$2,262.00</u>	<u>\$2,714.40</u>
Franchise Fee Component	\$101.11	\$202.22	\$303.33	\$404.44	\$505.55	\$606.66
TOTAL MONTHLY CUSTOMER RATE	<u>\$2,022.19</u>	<u>\$4,044.38</u>	<u>\$6,066.57</u>	<u>\$8,088.76</u>	<u>\$10,110.95</u>	<u>\$12,133.14</u>

1. Allows 1 ton of material in each roll-off or compactor that is included in the disposal and organics processing component. For each additional ton, there is a disposal fee, transfer fee, and franchise fee totaling \$86.65 per ton.

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:

(1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Form M-3 CUSTOMER RATES – RESIDENTIAL BIN COLLECTION					
SFD/MFD BIN COLLECTION					
C. ADDITIONAL SERVICES					
Push Rates	0-25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet
		N/C	<u>\$10.04</u>	<u>\$20.07</u>	<u>\$30.11</u>
Additional Bulky Waste Collection (per yard)					<u>\$25.00</u>
Additional Bin Cleaning Each Occurrence				1 – 4 CY Bin	5+ CY Bin
				<u>\$72.54</u>	<u>\$72.54</u>
Additional Bin Exchange (each additional bin/occurrence)					<u>\$65.00</u>
Additional Bin Replacement (each additional bin/occurrence)					<u>\$625.00</u>

Form M-4 CUSTOMER RATES – COMMERCIAL COLLECTION

Commercial Carts, Bins, Permanent Roll-Off and Compactor Collection

A. SOLID WASTE COLLECTION

Processing / Disposal Cost Per Ton		Facility Name				
Per Ton Solid Waste Disposal	<u>\$55.00</u>	<u>Ox Mountain Landfill</u>				
Per Ton Organics Processing	<u>\$62.00</u>	<u>Richmond Landfill</u>				
<u>MSW</u> Per Ton Transfer Station (if applicable)	<u>\$27.32</u>	<u>Blue Line Transfer Station</u>				
<u>Organics</u> Per Ton Transfer Station (if applicable)	<u>\$42.48</u>	<u>Blue Line Transfer Station</u>				
Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
20 Callon Cart - Not Available for Commercial						
Collection Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Disposal Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Organics Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Franchise Fee Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
32 Callon Cart						
Collection Component	<u>\$19.40</u>	<u>\$38.79</u>	<u>\$58.19</u>	<u>\$77.58</u>	<u>\$96.98</u>	<u>\$116.37</u>
Disposal Component	<u>\$2.33</u>	<u>\$4.66</u>	<u>\$6.99</u>	<u>\$9.32</u>	<u>\$11.65</u>	<u>\$13.98</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$1.14</u>	<u>\$2.29</u>	<u>\$3.43</u>	<u>\$4.57</u>	<u>\$5.72</u>	<u>\$6.86</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$22.87</u>	<u>\$45.74</u>	<u>\$68.61</u>	<u>\$91.48</u>	<u>\$114.35</u>	<u>\$137.21</u>
64 Callon Cart						
Collection Component	<u>\$38.79</u>	<u>\$77.58</u>	<u>\$116.37</u>	<u>\$155.16</u>	<u>\$193.95</u>	<u>\$232.74</u>
Disposal Component	<u>\$4.66</u>	<u>\$9.32</u>	<u>\$13.98</u>	<u>\$18.64</u>	<u>\$23.30</u>	<u>\$27.96</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$2.29</u>	<u>\$4.57</u>	<u>\$6.86</u>	<u>\$9.15</u>	<u>\$11.43</u>	<u>\$13.72</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$45.74</u>	<u>\$91.48</u>	<u>\$137.21</u>	<u>\$182.95</u>	<u>\$228.69</u>	<u>\$274.43</u>
96 Callon Cart						
Collection Component	<u>\$58.18</u>	<u>\$116.36</u>	<u>\$174.54</u>	<u>\$232.72</u>	<u>\$290.90</u>	<u>\$349.07</u>
Disposal Component	<u>\$6.99</u>	<u>\$13.98</u>	<u>\$20.97</u>	<u>\$27.96</u>	<u>\$34.95</u>	<u>\$41.94</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$3.43</u>	<u>\$6.86</u>	<u>\$10.29</u>	<u>\$13.72</u>	<u>\$17.15</u>	<u>\$20.58</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$68.60</u>	<u>\$137.20</u>	<u>\$205.80</u>	<u>\$274.40</u>	<u>\$343.00</u>	<u>\$411.60</u>
1 CY						
Collection Component	<u>\$136.96</u>	<u>\$252.47</u>	<u>\$367.98</u>	<u>\$483.49</u>	<u>\$599.00</u>	<u>\$714.51</u>
Disposal Component	<u>\$13.47</u>	<u>\$24.82</u>	<u>\$36.18</u>	<u>\$47.54</u>	<u>\$58.90</u>	<u>\$70.26</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$7.92</u>	<u>\$14.59</u>	<u>\$21.27</u>	<u>\$27.95</u>	<u>\$34.63</u>	<u>\$41.30</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$158.35</u>	<u>\$291.89</u>	<u>\$425.43</u>	<u>\$558.98</u>	<u>\$692.53</u>	<u>\$826.07</u>

1.5 CY						
Collection Component	<u>\$199.05</u>	<u>\$372.30</u>	<u>\$545.57</u>	<u>\$718.83</u>	<u>\$892.09</u>	<u>\$1,065.35</u>
Disposal Component	<u>\$19.57</u>	<u>\$36.61</u>	<u>\$53.64</u>	<u>\$70.68</u>	<u>\$87.72</u>	<u>\$104.75</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$11.51	\$21.52	\$31.54	\$41.55	\$51.57	\$61.58
TOTAL MONTHLY CUSTOMER RATE	<u>\$230.12</u>	<u>\$430.43</u>	<u>\$630.75</u>	<u>\$831.06</u>	<u>\$1,031.38</u>	<u>\$1,231.69</u>
2 CY						
Collection Component	<u>\$260.00</u>	<u>\$491.00</u>	<u>\$722.00</u>	<u>\$953.01</u>	<u>\$1,184.01</u>	<u>\$1,415.03</u>
Disposal Component	<u>\$25.56</u>	<u>\$48.28</u>	<u>\$70.99</u>	<u>\$93.71</u>	<u>\$116.42</u>	<u>\$139.13</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$15.03	\$28.38	\$41.74	\$55.09	\$68.44	\$81.80
TOTAL MONTHLY CUSTOMER RATE	<u>\$300.59</u>	<u>\$567.66</u>	<u>\$834.73</u>	<u>\$1,101.80</u>	<u>\$1,368.88</u>	<u>\$1,635.96</u>
3 CY						
Collection Component	<u>\$375.94</u>	<u>\$722.44</u>	<u>\$1,068.95</u>	<u>\$1,415.47</u>	<u>\$1,761.99</u>	<u>\$2,108.50</u>
Disposal Component	<u>\$36.96</u>	<u>\$71.03</u>	<u>\$105.11</u>	<u>\$139.18</u>	<u>\$173.25</u>	<u>\$207.32</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$21.73</u>	<u>\$41.76</u>	<u>\$61.79</u>	<u>\$81.82</u>	<u>\$101.85</u>	<u>\$121.89</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$434.63</u>	<u>\$835.23</u>	<u>\$1,235.85</u>	<u>\$1,636.47</u>	<u>\$2,037.09</u>	<u>\$2,437.71</u>
4 CY						
Collection Component	<u>\$491.43</u>	<u>\$953.44</u>	<u>\$1,415.43</u>	<u>\$1,877.45</u>	<u>\$2,339.46</u>	<u>\$2,801.46</u>
Disposal Component	<u>\$48.32</u>	<u>\$93.75</u>	<u>\$139.17</u>	<u>\$184.60</u>	<u>\$230.03</u>	<u>\$275.46</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$28.41</u>	<u>\$55.11</u>	<u>\$81.82</u>	<u>\$108.53</u>	<u>\$135.24</u>	<u>\$161.94</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$568.15</u>	<u>\$1,102.30</u>	<u>\$1,636.43</u>	<u>\$2,170.58</u>	<u>\$2,704.73</u>	<u>\$3,238.86</u>
6 CY						
Collection Component	<u>\$724.56</u>	<u>\$1,417.58</u>	<u>\$2,110.63</u>	<u>\$2,803.67</u>	<u>\$3,496.71</u>	<u>\$4,189.75</u>
Disposal Component	<u>\$71.24</u>	<u>\$139.39</u>	<u>\$207.53</u>	<u>\$275.67</u>	<u>\$343.82</u>	<u>\$411.96</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$41.88	\$81.95	\$122.01	\$162.07	\$202.13	\$242.20
TOTAL MONTHLY CUSTOMER RATE	<u>\$837.69</u>	<u>\$1,638.91</u>	<u>\$2,440.17</u>	<u>\$3,241.42</u>	<u>\$4,042.66</u>	<u>\$4,843.91</u>
10 CY Box¹						
Collection Component	\$1,054.13	\$2,108.26	\$3,162.39	\$4,216.52	\$5,270.65	\$6,324.78
Disposal Component	\$356.45	\$712.90	\$1,069.35	\$1,425.80	\$1,782.25	\$2,138.70
Organics Component	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Component	\$74.24	\$148.48	\$222.72	\$296.97	\$371.21	\$445.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,484.82</u>	<u>\$2,969.64</u>	<u>\$4,454.46</u>	<u>\$5,939.29</u>	<u>\$7,424.11</u>	<u>\$8,908.93</u>

20 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$356.45</u>	<u>\$712.90</u>	<u>\$1,069.35</u>	<u>\$1,425.80</u>	<u>\$1,782.25</u>	<u>\$2,138.70</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$74.24	\$148.48	\$222.72	\$296.97	\$371.21	\$445.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,484.82</u>	<u>\$2,969.64</u>	<u>\$4,454.46</u>	<u>\$5,939.29</u>	<u>\$7,424.11</u>	<u>\$8,908.93</u>
30 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$356.45</u>	<u>\$712.90</u>	<u>\$1,069.35</u>	<u>\$1,425.80</u>	<u>\$1,782.25</u>	<u>\$2,138.70</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$74.24	\$148.48	\$222.72	\$296.97	\$371.21	\$445.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,484.82</u>	<u>\$2,969.64</u>	<u>\$4,454.46</u>	<u>\$5,939.29</u>	<u>\$7,424.11</u>	<u>\$8,908.93</u>
40 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$356.45</u>	<u>\$712.90</u>	<u>\$1,069.35</u>	<u>\$1,425.80</u>	<u>\$1,782.25</u>	<u>\$2,138.70</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$74.24	\$148.48	\$222.72	\$296.97	\$371.21	\$445.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,484.82</u>	<u>\$2,969.64</u>	<u>\$4,454.46</u>	<u>\$5,939.29</u>	<u>\$7,424.11</u>	<u>\$8,908.93</u>
Compactor¹						
Collection Component	\$1,468.68	<u>\$2,937.36</u>	<u>\$4,406.04</u>	<u>\$5,874.72</u>	<u>\$7,343.40</u>	<u>\$8,812.08</u>
Disposal Component	\$356.45	<u>\$712.90</u>	<u>\$1,069.35</u>	<u>\$1,425.80</u>	<u>\$1,782.25</u>	<u>\$2,138.70</u>
Organics Component	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$96.07	\$192.13	\$288.20	\$384.26	\$480.33	\$576.39
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,921.20</u>	<u>\$3,842.39</u>	<u>\$5,763.59</u>	<u>\$7,684.78</u>	<u>\$9,605.98</u>	<u>\$11,527.17</u>

¹. Allows 1 ton of material in each roll-off or compactor that is included in the disposal and organics processing component. For each additional ton, there is a disposal fee, transfer fee, and franchise fee totaling \$86.65 per ton.

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:

- (1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Form M-4 CUSTOMER RATES – COMMERCIAL COLLECTION

Commercial Carts, Bins, Permanent Roll-Off and Compactor Collection

A. ORGANICS COLLECTION

Processing / Disposal Cost Per Ton		Facility Name				
Per Ton Solid Waste Disposal	<u>\$55.00</u>	<u>Ox Mountain Landfill</u>				
Per Ton Organics Processing	<u>\$62.00</u>	<u>Richmond Landfill</u>				
Organics Per Ton Transfer Station (if applicable)	<u>\$42.48</u>	<u>Blue Line Transfer Station</u>				
Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32 Callon Cart						
Collection Component	<u>\$17.83</u>	<u>\$35.66</u>	<u>\$53.49</u>	<u>\$71.32</u>	<u>\$89.15</u>	<u>\$106.98</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$3.23</u>	<u>\$6.47</u>	<u>\$9.70</u>	<u>\$12.93</u>	<u>\$16.16</u>	<u>\$19.40</u>
Franchise Fee Component	\$1.11	\$2.22	\$3.33	\$4.43	\$5.54	\$6.65
TOTAL MONTHLY CUSTOMER RATE	<u>\$22.17</u>	<u>\$44.34</u>	<u>\$66.52</u>	<u>\$88.69</u>	<u>\$110.86</u>	<u>\$133.03</u>
64 Callon Cart						
Collection Component	<u>\$35.66</u>	<u>\$71.32</u>	<u>\$106.98</u>	<u>\$142.65</u>	<u>\$178.31</u>	<u>\$213.97</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$6.47</u>	<u>\$12.93</u>	<u>\$19.40</u>	<u>\$25.86</u>	<u>\$32.33</u>	<u>\$38.79</u>
Franchise Fee Component	\$2.22	\$4.43	\$6.65	\$8.87	\$11.09	\$13.30
TOTAL MONTHLY CUSTOMER RATE	<u>\$44.34</u>	<u>\$88.69</u>	<u>\$133.03</u>	<u>\$177.38</u>	<u>\$221.72</u>	<u>\$266.06</u>
96 Callon Cart						
Collection Component	<u>\$53.49</u>	<u>\$106.98</u>	<u>\$160.48</u>	<u>\$213.97</u>	<u>\$267.46</u>	<u>\$320.95</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$9.70</u>	<u>\$19.40</u>	<u>\$29.09</u>	<u>\$38.79</u>	<u>\$48.49</u>	<u>\$58.19</u>
Franchise Fee Component	\$3.33	\$6.65	\$9.98	\$13.30	\$16.63	\$19.95
TOTAL MONTHLY CUSTOMER RATE	<u>\$66.52</u>	<u>\$133.03</u>	<u>\$199.55</u>	<u>\$266.06</u>	<u>\$332.58</u>	<u>\$399.10</u>
1 CY						
Collection Component	<u>\$102.13</u>	<u>\$188.27</u>	<u>\$274.40</u>	<u>\$360.54</u>	<u>\$446.68</u>	<u>\$532.82</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$10.69</u>	<u>\$19.70</u>	<u>\$28.72</u>	<u>\$37.73</u>	<u>\$46.75</u>	<u>\$55.76</u>
Franchise Fee Component	\$5.94	\$10.95	\$15.95	\$20.96	\$25.97	\$30.98
TOTAL MONTHLY CUSTOMER RATE	<u>\$118.76</u>	<u>\$218.91</u>	<u>\$319.07</u>	<u>\$419.23</u>	<u>\$519.40</u>	<u>\$619.56</u>
1.5 CY						
Collection Component	<u>\$148.43</u>	<u>\$277.63</u>	<u>\$406.83</u>	<u>\$536.03</u>	<u>\$665.24</u>	<u>\$794.44</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$15.53</u>	<u>\$29.05</u>	<u>\$42.58</u>	<u>\$56.10</u>	<u>\$69.62</u>	<u>\$83.14</u>
Franchise Fee Component	\$8.63	\$16.14	\$23.65	\$31.16	\$38.68	\$46.19
TOTAL MONTHLY CUSTOMER RATE	<u>\$172.59</u>	<u>\$322.82</u>	<u>\$473.06</u>	<u>\$623.29</u>	<u>\$773.53</u>	<u>\$923.76</u>

2 CY						
Collection Component	<u>\$193.88</u>	<u>\$366.14</u>	<u>\$538.40</u>	<u>\$710.66</u>	<u>\$882.92</u>	<u>\$1,055.19</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$20.29</u>	<u>\$38.32</u>	<u>\$56.34</u>	<u>\$74.37</u>	<u>\$92.40</u>	<u>\$110.43</u>
Franchise Fee Component	\$11.27	\$21.29	\$31.30	\$41.32	\$51.33	\$61.35
TOTAL MONTHLY CUSTOMER RATE	<u>\$225.45</u>	<u>\$425.74</u>	<u>\$626.05</u>	<u>\$826.35</u>	<u>\$1,026.66</u>	<u>\$1,226.97</u>
3 CY						
Collection Component	<u>\$280.34</u>	<u>\$538.73</u>	<u>\$797.12</u>	<u>\$1,055.52</u>	<u>\$1,313.92</u>	<u>\$1,572.32</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$29.34</u>	<u>\$56.38</u>	<u>\$83.42</u>	<u>\$110.46</u>	<u>\$137.50</u>	<u>\$164.55</u>
Franchise Fee Component	<u>\$16.30</u>	<u>\$31.32</u>	<u>\$46.34</u>	<u>\$61.37</u>	<u>\$76.39</u>	<u>\$91.41</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$325.98</u>	<u>\$626.43</u>	<u>\$926.89</u>	<u>\$1,227.35</u>	<u>\$1,527.82</u>	<u>\$1,828.28</u>
4 CY - Not available due to weight						
Collection Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Disposal Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Organics Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Franchise Fee Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
6 CY - Not Available due to weight						
Collection Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Disposal Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Organics Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Franchise Fee Component	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
10 CY Box¹						
Collection Component	\$1,054.13	\$2,108.26	\$3,162.39	\$4,216.52	\$5,270.65	\$6,324.78
Disposal Component	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Organics Component	\$452.40	\$904.80	\$1,357.20	\$1,809.60	\$2,262.00	\$2,714.40
Franchise Fee Component	\$79.29	\$158.58	\$237.87	\$317.16	\$396.45	\$475.74
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,585.82</u>	<u>\$3,171.64</u>	<u>\$4,757.46</u>	<u>\$6,343.28</u>	<u>\$7,929.10</u>	<u>\$9,514.92</u>
20 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$452.40</u>	<u>\$904.80</u>	<u>\$1,357.20</u>	<u>\$1,809.60</u>	<u>\$2,262.00</u>	<u>\$2,714.40</u>
Franchise Fee Component	\$79.29	\$158.58	\$237.87	\$317.16	\$396.45	\$475.74
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,585.82</u>	<u>\$3,171.64</u>	<u>\$4,757.46</u>	<u>\$6,343.28</u>	<u>\$7,929.10</u>	<u>\$9,514.92</u>

30 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$452.40</u>	<u>\$904.80</u>	<u>\$1,357.20</u>	<u>\$1,809.60</u>	<u>\$2,262.00</u>	<u>\$2,714.40</u>
Franchise Fee Component	\$79.29	\$158.58	\$237.87	\$317.16	\$396.45	\$475.74
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,585.82</u>	<u>\$3,171.64</u>	<u>\$4,757.46</u>	<u>\$6,343.28</u>	<u>\$7,929.10</u>	<u>\$9,514.92</u>
40 CY Box¹						
Collection Component	<u>\$1,054.13</u>	<u>\$2,108.26</u>	<u>\$3,162.39</u>	<u>\$4,216.52</u>	<u>\$5,270.65</u>	<u>\$6,324.78</u>
Disposal Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	<u>\$452.40</u>	<u>\$904.80</u>	<u>\$1,357.20</u>	<u>\$1,809.60</u>	<u>\$2,262.00</u>	<u>\$2,714.40</u>
Franchise Fee Component	\$79.29	\$158.58	\$237.87	\$317.16	\$396.45	\$475.74
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,585.82</u>	<u>\$3,171.64</u>	<u>\$4,757.46</u>	<u>\$6,343.28</u>	<u>\$7,929.10</u>	<u>\$9,514.92</u>
Compactor¹						
Collection Component	\$1,468.68	<u>\$2,937.36</u>	<u>\$4,406.04</u>	<u>\$5,874.72</u>	<u>\$7,343.40</u>	<u>\$8,812.08</u>
Disposal Component	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Organics Component	\$452.40	<u>\$904.80</u>	<u>\$1,357.20</u>	<u>\$1,809.60</u>	<u>\$2,262.00</u>	<u>\$2,714.40</u>
Franchise Fee Component	\$101.11	<u>\$202.22</u>	\$303.33	\$404.44	\$505.55	\$606.66
TOTAL MONTHLY CUSTOMER RATE	<u>\$2,022.19</u>	<u>\$4,044.38</u>	<u>\$6,066.57</u>	<u>\$8,088.76</u>	<u>\$10,110.95</u>	<u>\$12,133.14</u>

1. Allows 1 ton of material in each roll-off or compactor that is included in the disposal and organics processing component. For each additional ton, there is a disposal fee, transfer fee, and franchise fee totaling \$86.65 per ton.

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:
(1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Form M-5 CUSTOMER RATES – TEMPORARY COLLECTION SERVICES

Temporary Bin and Roll-off Collection

Processing / Disposal Cost Per Ton		Facility Name			
Per Ton Solid Waste Disposal	<u>\$55.00</u>	<u>Ox Mountain Landfill</u>			
Per Ton Transfer Fee - Waste Disposal	<u>\$27.32</u>	<u>Blue Line Transfer Station</u>			
Per Ton Processed Recyclable Material	<u>\$0.00</u>	<u>Ox Mountain Landfill</u>			
Per Ton Processed Green Material	<u>\$62.00</u>	<u>Richmond Landfill</u>			
Per Ton Transfer Fee - Organics	<u>\$42.48</u>	<u>Blue Line Transfer Station</u>			
Per Ton Processed Construction and Demolition Material	<u>\$105.00</u>	<u>Blue Line Transfer Station</u>			
Container Size	PULL COST				
1 CY Bin ¹	<u>Available on a Perm Basis only</u>				
1.5 CY Bin ¹	<u>Available on a Perm Basis only</u>				
2 CY Bin ¹	<u>Available on a Perm Basis only</u>				
3 CY Bin ¹	<u>Available on a Perm Basis only</u>				
4 CY Bin ¹	<u>Available on a Perm Basis only</u>				
Temp Bin Delivery Charge per Bin	<u>\$75.00</u>				
10 CY Box ¹	<u>\$243.45</u>				
20 CY Box ¹	<u>\$243.45</u>				
30 CY Box ¹	<u>\$243.45</u>				
40 CY Box ¹	<u>\$243.45</u>				
10 CY Lowboy ¹	<u>N/A</u>				
Push Rates	0-25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet
	N/C	<u>\$10.04</u>	<u>\$20.07</u>	<u>\$30.11</u>	<u>\$40.14</u>

¹ All 1, 1.5, 2, and 4 CY bins, and all 10, 20, 30, 40 CY roll-offs are pull rates only; processing or disposal will be based on actual processing or disposal costs. The total customer rate will be the total cost for the collection, processing, disposal and franchise fee.

The following cost proposal forms are to be utilized by the Proposer to provide the Town with the hourly service rates to be charged for the provision of emergency services as set forth in the Agreement.

FORM M-6 - CUSTOMER RATES – Emergency Service Rates - Employees	
Labor Position	Hourly Rate
<u>Driver</u>	<u>\$100.00</u>
<u>Dispatcher</u>	<u>\$75.00</u>
—	<u>\$0.00</u>
—	<u>\$0.00</u>
—	<u>\$0.00</u>
—	<u>\$0.00</u>

Form M-7 - CUSTOMER RATES Emergency Service Rates – Equipment		
Labor Position or Equipment Type	Make & Model	Hourly Rate
<u>Rear Load</u>	<u>McNeilus HD 25 vd.</u>	<u>\$75.00</u>
<u>Side Load</u>	<u>McNeilus ZR Zero Radius ASL 27 vd.</u>	<u>\$75.00</u>
<u>Front Load</u>	<u>McNeilus Contender 40 vd.</u>	<u>\$75.00</u>
<u>Flat Bed</u>	<u>Ford F750</u>	<u>\$50.00</u>
—	—	<u>\$0.00</u>
—	—	<u>\$0.00</u>
—	—	<u>\$0.00</u>

Form M-8 - PROPOSER'S STATEMENT ***

- 1 Describe and explain each assumption you made about residential customers migrating to a smaller container.

We've assumed an initial 50 customers at 20 gallon, 360 customers at 32 gallon, 32 customers at 64 gallon, and 13 customers at 96 gallon. We believe 50% of the 64 gallon and 96 gallon customers will downsize in the first 2 years of the program. In reviewing the risk associated with the assumption, if all 45 customers subscribed to 64 gallon or 96 gallon downsized 32 gallon carts, it would result in a reduction of \$15,432 in annual revenue. Republic is agreeing to assume that migration risk.

- 2 Describe and explain each assumption you made about commercial customers migrating to a smaller container or less collection frequency.

Republic has assumed an initial commercial bin and cart customer revenue of \$442,752. As our diversion programs increase in participation we've made an assumption that downsizing will result in a gradual reduction in annual revenue. Over the term of the agreement, we have assumed average reduction of 9.1% of the initial revenue and could be as high as 18% in year 10 of the agreement.

- 3 On Forms M-3 and M-4, for 10 -40 CY roll-off containers and compactors, the allowable tonnages & per ton fee for **regularly scheduled** collection of garbage and organics in (e.g., must be included. Describe the nature and amount of each charge that is in addition to per ton disposal/processing fee that will be added to 10 -40 CY roll-off containers and compactors (i.e., transfer station fees). **NOTE: the listed per ton fees must directly tie to the Disposal or Organics Component cost amounts in the rate sheets for roll-off rates).** For example, if the disposal per ton fee is \$50/ton, and the maximum allowable tonnage is 4 tons, then the Disposal cost would be \$200. If however, there is a \$30/ton transfer fee in addition to the per ton disposal fee, then the total "disposal fee would be \$80/ton, or \$320 for the same 4 tons.

Pricing on Forms M-3 and M-4 for 10 - 40 CY roll-off containers and compactors include one ton of material. Any weight above the initial one ton will be charged at \$55.00/ton disposal, plus \$27.31/ton transfer, and \$4.33/ton franchise fee for a total of \$86.65/ton for MSW. This assumes that the Town of Colma will collect 5% franchise fees on this additional disposal/transfer charge. If the franchise fee is not applicable, the total would be \$82.32. For Organics, any weight above the initial one ton will be charged at \$62.00/ton processing, plus \$42.48/ton transfer, and \$5.50/ton franchise fee.

- 4 On Form M-5, the rates are for "pull" only. Describe the nature and amount of the per ton disposal/processing fee that will be charged to customers for Temporary Bin and Roll-off containers (i.e., transfer station fees).

The per ton disposal process fee that will be charged to the customer is \$55.00/ton disposal, plus \$27.31/ton transfer, and \$4.33/ton franchise fee for a total of \$86.65/ton. This assumes that the Town of Colma will collect 5% franchise fees on this additional disposal/transfer charge. If the franchise fee is not applicable, the total would be \$82.32.

Form M-1 CUSTOMER RATE PROPOSAL

Instructions and Cost Estimates

Instructions:

All collection Service Rates proposed on these forms for *Town of Colma* shall be fixed through August 31, 2017 and should reflect service requirements as specified in the Franchise Agreement.

Proposer must complete Forms M-1, M-2, M-3, M-4, M-5, M-6, M-7 and M-8 if it is to be considered for Agreement Award.

Proposer is also required to provide the following estimated costs to allow the Town to better understand the technical feasibility of the proposer's technical approach and customer rates.

Contractor's Estimated Annual Cost for Single-family Services	<u>\$113,000.00</u>
Contractor's Estimated Annual Cost for Multi-family Services	<u>\$7,215.00</u>
Contractor's Estimated Annual Cost for Commercial Services	<u>\$885,558.00</u>
Contractor's Estimated Annual Cost for services provided to the Town	<u>\$71,532.00</u>
Contractor's Estimated Cost for Transition	<u>\$150,000.00</u>
Contractor's Estimated Annual Cost for Public Education	<u>\$25,000.00</u>
Contractor's Estimated Capital Cost for Collection Vehicles	<u>\$400,000.00</u>
Contractor's Estimated Capital Cost for Carts	<u>\$80,000.00</u>
Contractor's Estimated Capital Costs for Bins	<u>\$75,100.00</u>
Contractor's Estimated Capital Costs for Roll-offs	<u>\$50,000.00</u>

NOTES for Forms M-2 , M-3, and M-4:

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:

(1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Notes for Forms M-3 and M-4:

On Forms M-3 and M-4, for 10 -40 CY roll-off containers and compactors, the allowable tonnages & per ton fee for **regularly scheduled** collection of garbage and organics in (e.g., must be included. **NOTE: the listed per ton fees must directly tie to the Disposal or Organics Component cost amounts in the rate sheets for roll-off rates**). For example, if the disposal per ton fee is \$50/ton, and the maximum allowable tonnage is 4 tons, then the Disposal cost would be \$200. If however, there is a \$30/ton transfer fee in addition to the per ton disposal fee, then the total "disposal fee would be \$80/ton, or \$320 for the same 4 tons.

Note for Form M-5:

On Form M-5, the rates are for "pull" only.

Form M-2 CUSTOMER RATES – RESIDENTIAL CART COLLECTION					
SFD/MFD Cart Collection					
Processing / Disposal Cost Per Ton		Facility Name			
Per Ton Solid Waste Disposal		\$40.00	Ox Mountain		
Per Ton Organics Processing		\$60.00	AD Facility		
Per Ton Transfer Station (if applicable)		\$60.00	Blue Line Transfer		
A. CURBSIDE CART COLLECTION SERVICE (WEEKLY REFUSE, RECYCLING AND ORGANIC WASTE COLLECTION)					
		20 Gal	32 Gal	64 Gal	96 Gal
A1	Collection Component	<u>\$7.13</u>	<u>\$2.16</u>	<u>\$4.30</u>	<u>\$6.47</u>
A2	Disposal Component	<u>\$6.46</u>	<u>\$10.34</u>	<u>\$20.69</u>	<u>\$31.03</u>
A3	Organics Component	<u>\$5.35</u>	<u>\$8.55</u>	<u>\$17.11</u>	<u>\$25.66</u>
A4	Franchise Fee Component	<u>\$1.00</u>	<u>\$1.11</u>	<u>\$2.22</u>	<u>\$3.32</u>
A5	TOTAL MONTHLY CUSTOMER RATE	<u>\$19.94</u>	<u>\$22.16</u>	<u>\$44.32</u>	<u>\$66.48</u>
B. ADDITIONAL SERVICES					
B1	Additional Curbside Solid Waste Cart (added to Line A1)	<u>\$19.94</u>	<u>\$22.16</u>	<u>\$44.32</u>	<u>\$66.48</u>
	Additional Curbside Organic Waste Cart (added to Line A1)	<u>\$14.96</u>	<u>\$16.62</u>	<u>\$33.24</u>	<u>\$49.86</u>
	Customer Requested On-Premise Collection - (added to Line A1)	<u>\$6.50</u>	<u>\$13.00</u>	<u>\$19.50</u>	<u>\$26.00</u>
	Additional Customer Requested On-Premise Cart - each cart (added to Line A1)	<u>\$6.50</u>	<u>\$13.00</u>	<u>\$19.50</u>	<u>\$26.00</u>
	Additional Cart Exchange (each additional cart/occurrence)	<u>\$5.00</u>	<u>\$5.00</u>	<u>\$5.00</u>	<u>\$5.00</u>
	Additional Cart Replacement (each additional cart/occurrence)	<u>\$50.00</u>	<u>\$50.00</u>	<u>\$65.00</u>	<u>\$75.00</u>
	Additional Cart Cleaning (each additional cart/occurrence)	<u>\$10.00</u>	<u>\$10.00</u>	<u>\$10.00</u>	<u>\$10.00</u>
	Additional Customer Bulky Waste Collection each/occurrence		<u>\$75.00</u>	<u>/ each occurrence</u>	

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:
(1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Form M-3 CUSTOMER RATES – RESIDENTIAL BIN COLLECTION
SFD/MFD Bin Collection

A. SOLID WASTE COLLECTION

Processing / Disposal Cost Per Ton		Facility Name				
Per Ton Solid Waste Disposal	<u>\$40.00</u>	Ox Mountain				
Per Ton Organics Processing	<u>\$60.00</u>	AD Facility				
Per Ton Transfer Station (if applicable)	<u>\$60.00</u>	Blue Line Transfer				
Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
1 CY						
Collection Component	<u>\$90.22</u>	<u>\$175.02</u>	<u>\$262.53</u>	<u>\$350.04</u>	<u>\$437.55</u>	<u>\$525.06</u>
Disposal Component	<u>\$65.30</u>	<u>\$126.67</u>	<u>\$190.01</u>	<u>\$253.35</u>	<u>\$316.69</u>	<u>\$380.03</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$8.19	\$15.88	\$23.82	\$31.76	\$39.70	\$47.64
TOTAL MONTHLY CUSTOMER RATE	<u>\$163.71</u>	<u>\$317.57</u>	<u>\$476.36</u>	<u>\$635.15</u>	<u>\$793.94</u>	<u>\$952.73</u>
1.5 CY						
Collection Component	<u>\$135.33</u>	<u>\$262.54</u>	<u>\$393.81</u>	<u>\$525.08</u>	<u>\$656.35</u>	<u>\$787.62</u>
Disposal Component	<u>\$97.94</u>	<u>\$190.00</u>	<u>\$285.00</u>	<u>\$380.00</u>	<u>\$475.00</u>	<u>\$570.00</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$12.28	\$23.82	\$35.73	\$47.64	\$59.54	\$71.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$245.55</u>	<u>\$476.36</u>	<u>\$714.54</u>	<u>\$952.72</u>	<u>\$1,190.89</u>	<u>\$1,429.07</u>
2 CY						
Collection Component	<u>\$164.89</u>	<u>\$319.89</u>	<u>\$479.84</u>	<u>\$639.79</u>	<u>\$799.74</u>	<u>\$959.69</u>
Disposal Component	<u>\$130.59</u>	<u>\$253.34</u>	<u>\$380.01</u>	<u>\$506.68</u>	<u>\$633.35</u>	<u>\$760.02</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$15.55	\$30.17	\$45.26	\$60.34	\$75.43	\$90.51
TOTAL MONTHLY CUSTOMER RATE	<u>\$311.03</u>	<u>\$603.40</u>	<u>\$905.11</u>	<u>\$1,206.81</u>	<u>\$1,508.52</u>	<u>\$1,810.22</u>
3 CY						
Collection Component	<u>\$232.57</u>	<u>\$451.18</u>	<u>\$676.77</u>	<u>\$902.36</u>	<u>\$1,127.95</u>	<u>\$1,353.54</u>
Disposal Component	<u>\$195.88</u>	<u>\$380.01</u>	<u>\$570.02</u>	<u>\$760.03</u>	<u>\$950.04</u>	<u>\$1,140.05</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$22.55</u>	<u>\$43.75</u>	<u>\$65.62</u>	<u>\$87.49</u>	<u>\$109.37</u>	<u>\$131.24</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$451.00</u>	<u>\$874.94</u>	<u>\$1,312.41</u>	<u>\$1,749.88</u>	<u>\$2,187.36</u>	<u>\$2,624.83</u>
4 CY						
Collection Component	<u>\$295.81</u>	<u>\$573.86</u>	<u>\$860.79</u>	<u>\$1,147.72</u>	<u>\$1,434.65</u>	<u>\$1,721.58</u>
Disposal Component	<u>\$261.18</u>	<u>\$506.68</u>	<u>\$760.02</u>	<u>\$1,013.36</u>	<u>\$1,266.70</u>	<u>\$1,520.04</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$29.32</u>	<u>\$56.87</u>	<u>\$85.31</u>	<u>\$113.74</u>	<u>\$142.18</u>	<u>\$170.61</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$586.30</u>	<u>\$1,137.41</u>	<u>\$1,706.12</u>	<u>\$2,274.82</u>	<u>\$2,843.53</u>	<u>\$3,412.23</u>

Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
6 CY						
Collection Component	<u>\$443.72</u>	<u>\$860.81</u>	<u>\$1,291.22</u>	<u>\$1,721.63</u>	<u>\$2,152.04</u>	<u>\$2,582.45</u>
Disposal Component	<u>\$391.76</u>	<u>\$760.02</u>	<u>\$1,140.03</u>	<u>\$1,520.04</u>	<u>\$1,900.05</u>	<u>\$2,280.06</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$43.97	\$85.31	\$127.96	\$170.61	\$213.27	\$255.92
TOTAL MONTHLY CUSTOMER RATE	<u>\$879.45</u>	<u>\$1,706.14</u>	<u>\$2,559.21</u>	<u>\$3,412.28</u>	<u>\$4,265.36</u>	<u>\$5,118.43</u>
14 CY Box¹	1.5 Tons Included in each load					
Collection Component	\$1,309.54	\$2,619.07	\$3,928.61	\$5,238.15	\$6,547.68	\$7,857.22
Disposal Component	\$650.00	\$1,300.00	\$1,950.00	\$2,600.00	\$3,250.00	\$3,900.00
Organics Component	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Component	\$103.13	\$206.27	\$309.40	\$412.53	\$515.67	\$618.80
TOTAL MONTHLY CUSTOMER RATE	<u>\$2,062.67</u>	<u>\$4,125.34</u>	<u>\$6,188.01</u>	<u>\$8,250.68</u>	<u>\$10,313.35</u>	<u>\$12,376.02</u>
20 CY Box¹	2.0 Tons Included in each load					
Collection Component	\$1,920.32	\$3,840.63	\$5,760.95	\$7,681.27	\$9,601.58	\$11,521.90
Disposal Component	<u>\$866.67</u>	<u>\$1,733.34</u>	<u>\$2,600.01</u>	<u>\$3,466.68</u>	<u>\$4,333.35</u>	<u>\$5,200.02</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$146.68	\$293.37	\$440.05	\$586.73	\$733.42	\$880.10
TOTAL MONTHLY CUSTOMER RATE	<u>\$2,933.67</u>	<u>\$5,867.34</u>	<u>\$8,801.01</u>	<u>\$11,734.68</u>	<u>\$14,668.35</u>	<u>\$17,602.02</u>
30 CY Box¹	3.0 Tons Included in each load					
Collection Component	<u>\$2,882.54</u>	<u>\$5,765.07</u>	<u>\$8,647.61</u>	<u>\$11,530.15</u>	<u>\$14,412.68</u>	<u>\$17,295.22</u>
Disposal Component	\$1,300.00	\$2,600.00	\$3,900.00	\$5,200.00	\$6,500.00	\$7,800.00
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$220.13	\$440.27	\$660.40	\$880.53	\$1,100.67	\$1,320.80
TOTAL MONTHLY CUSTOMER RATE	<u>\$4,402.67</u>	<u>\$8,805.34</u>	<u>\$13,208.01</u>	<u>\$17,610.68</u>	<u>\$22,013.35</u>	<u>\$26,416.02</u>
40 CY Box¹	4.0 Tons Included In Each Load					
Collection Component	<u>\$3,844.76</u>	<u>\$7,689.51</u>	<u>\$11,534.27</u>	<u>\$15,379.03</u>	<u>\$19,223.78</u>	<u>\$23,068.54</u>
Disposal Component	<u>\$1,733.33</u>	<u>\$3,466.66</u>	<u>\$5,199.99</u>	<u>\$6,933.32</u>	<u>\$8,666.65</u>	<u>\$10,399.98</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$293.58	\$587.17	\$880.75	\$1,174.33	\$1,467.92	\$1,761.50
TOTAL MONTHLY CUSTOMER RATE	<u>\$5,871.67</u>	<u>\$11,743.34</u>	<u>\$17,615.01</u>	<u>\$23,486.68</u>	<u>\$29,358.35</u>	<u>\$35,230.02</u>

Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
Compactor ¹	4.0 Tons Included In Each Load	Based on 20 yd compactor				
Collection Component	<u>\$2,724.19</u>	<u>\$5,448.39</u>	<u>\$8,172.58</u>	<u>\$10,896.77</u>	<u>\$13,620.97</u>	<u>\$16,345.16</u>
Disposal Component	<u>\$1,733.33</u>	<u>\$3,466.66</u>	<u>\$5,199.99</u>	<u>\$6,933.32</u>	<u>\$8,666.65</u>	<u>\$10,399.98</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$234.61	\$469.21	\$703.82	\$938.43	\$1,173.03	\$1,407.64
TOTAL MONTHLY CUSTOMER RATE	<u>\$4,692.13</u>	<u>\$9,384.26</u>	<u>\$14,076.39</u>	<u>\$18,768.52</u>	<u>\$23,460.65</u>	<u>\$28,152.78</u>

¹. Please specify the maximum weight (tons) allowed in each roll-off or compactor that is included in the disposal and organics processing component (yellow cells).

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the (1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Form M-3 CUSTOMER RATES – RESIDENTIAL BIN COLLECTION
SFD/MFD Bin Collection

B. ORGANICS COLLECTION

Processing / Disposal Cost Per Ton		Facility Name				
Per Ton Solid Waste Disposal	\$40.00	Ox Mountain				
Per Ton Organics Processing	\$60.00	AD Facility				
Per Ton Transfer Station (if applicable)	\$60.00	Blue Line Transfer				
Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
1 CY						
Collection Component	<u>\$62.64</u>	<u>\$118.28</u>	<u>\$177.43</u>	<u>\$236.57</u>	<u>\$295.72</u>	<u>\$354.86</u>
Disposal Component						
Organics Component	<u>\$54.00</u>	<u>\$108.00</u>	<u>\$162.00</u>	<u>\$216.00</u>	<u>\$270.00</u>	<u>\$324.00</u>
Franchise Fee Component	\$6.14	\$11.91	\$17.86	\$23.82	\$29.77	\$35.73
TOTAL MONTHLY CUSTOMER RATE	<u>\$122.78</u>	<u>\$238.19</u>	<u>\$357.29</u>	<u>\$476.39</u>	<u>\$595.49</u>	<u>\$714.59</u>
1.5 CY						
Collection Component	<u>\$93.95</u>	<u>\$177.41</u>	<u>\$266.11</u>	<u>\$354.81</u>	<u>\$443.52</u>	<u>\$532.22</u>
Disposal Component						
Organics Component	<u>\$81.00</u>	<u>\$162.00</u>	<u>\$243.00</u>	<u>\$324.00</u>	<u>\$405.00</u>	<u>\$486.00</u>
Franchise Fee Component	\$9.21	\$17.86	\$26.80	\$35.73	\$44.66	\$53.59
TOTAL MONTHLY CUSTOMER RATE	<u>\$184.16</u>	<u>\$357.27</u>	<u>\$535.91</u>	<u>\$714.54</u>	<u>\$893.18</u>	<u>\$1,071.81</u>
2 CY						
Collection Component	<u>\$113.61</u>	<u>\$213.92</u>	<u>\$320.89</u>	<u>\$427.86</u>	<u>\$534.83</u>	<u>\$641.80</u>
Disposal Component						
Organics Component	<u>\$108.00</u>	<u>\$216.00</u>	<u>\$324.00</u>	<u>\$432.00</u>	<u>\$540.00</u>	<u>\$648.00</u>
Franchise Fee Component	\$11.66	\$22.63	\$33.94	\$45.26	\$56.57	\$67.88
TOTAL MONTHLY CUSTOMER RATE	<u>\$233.27</u>	<u>\$452.55</u>	<u>\$678.83</u>	<u>\$905.12</u>	<u>\$1,131.40</u>	<u>\$1,357.68</u>
3 CY						
Collection Component	<u>\$159.34</u>	<u>\$299.40</u>	<u>\$449.10</u>	<u>\$598.81</u>	<u>\$748.51</u>	<u>\$898.22</u>
Disposal Component						
Organics Component	<u>\$162.00</u>	<u>\$324.00</u>	<u>\$486.00</u>	<u>\$648.00</u>	<u>\$810.00</u>	<u>\$972.00</u>
Franchise Fee Component	<u>\$16.91</u>	<u>\$32.81</u>	<u>\$49.22</u>	<u>\$65.62</u>	<u>\$82.03</u>	<u>\$98.43</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$338.25</u>	<u>\$656.21</u>	<u>\$984.32</u>	<u>\$1,312.43</u>	<u>\$1,640.54</u>	<u>\$1,968.65</u>
4 CY						
Collection Component	<u>\$201.74</u>	<u>\$378.42</u>	<u>\$567.62</u>	<u>\$756.82</u>	<u>\$946.03</u>	<u>\$1,135.24</u>
Disposal Component						
Organics Component	<u>\$216.00</u>	<u>\$432.00</u>	<u>\$648.00</u>	<u>\$864.00</u>	<u>\$1,080.00</u>	<u>\$1,296.00</u>
Franchise Fee Component	<u>\$21.99</u>	<u>\$42.65</u>	<u>\$63.98</u>	<u>\$85.31</u>	<u>\$106.63</u>	<u>\$127.96</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$439.73</u>	<u>\$853.07</u>	<u>\$1,279.60</u>	<u>\$1,706.13</u>	<u>\$2,132.66</u>	<u>\$2,559.20</u>

Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
6 CY						
Collection Component	<u>\$302.61</u>	<u>\$567.62</u>	<u>\$851.43</u>	<u>\$1,135.24</u>	<u>\$1,419.06</u>	<u>\$1,702.87</u>
Disposal Component						
Organics Component	<u>\$324.00</u>	<u>\$648.00</u>	<u>\$972.00</u>	<u>\$1,296.00</u>	<u>\$1,620.00</u>	<u>\$1,944.00</u>
Franchise Fee Component	\$32.98	\$63.98	\$95.97	\$127.96	\$159.95	\$191.94
TOTAL MONTHLY CUSTOMER RATE	<u>\$659.59</u>	<u>\$1,279.60</u>	<u>\$1,919.40</u>	<u>\$2,559.20</u>	<u>\$3,199.01</u>	<u>\$3,838.81</u>
14 CY Box¹	1.5 Tons Included in each load					
Collection Component	\$689.65	\$1,379.31	\$2,068.96	\$2,758.61	\$3,448.26	\$4,137.92
Disposal Component						
Organics Component	\$780.00	\$1,560.00	\$2,340.00	\$3,120.00	\$3,900.00	\$4,680.00
Franchise Fee Component	\$77.35	\$154.70	\$232.05	\$309.40	\$386.75	\$464.10
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,547.00</u>	<u>\$3,094.01</u>	<u>\$4,641.01</u>	<u>\$6,188.01</u>	<u>\$7,735.01</u>	<u>\$9,282.02</u>
20 CY Box¹	2.0 Tons Included in each load					
Collection Component	<u>\$1,050.24</u>	<u>\$2,100.48</u>	<u>\$3,150.72</u>	<u>\$4,200.96</u>	<u>\$5,251.20</u>	<u>\$6,301.44</u>
Disposal Component						
Organics Component	<u>\$1,040.00</u>	<u>\$2,080.00</u>	<u>\$3,120.00</u>	<u>\$4,160.00</u>	<u>\$5,200.00</u>	<u>\$6,240.00</u>
Franchise Fee Component	\$110.01	\$220.03	\$330.04	\$440.05	\$550.06	\$660.08
TOTAL MONTHLY CUSTOMER RATE	<u>\$2,200.25</u>	<u>\$4,400.51</u>	<u>\$6,600.76</u>	<u>\$8,801.01</u>	<u>\$11,001.26</u>	<u>\$13,201.52</u>
30 CY Box¹	3.0 Tons Included in each load					
Collection Component	<u>\$1,576.90</u>	<u>\$3,153.81</u>	<u>\$4,730.71</u>	<u>\$6,307.61</u>	<u>\$7,884.51</u>	<u>\$9,461.42</u>
Disposal Component						
Organics Component	<u>\$1,560.00</u>	<u>\$3,120.00</u>	<u>\$4,680.00</u>	<u>\$6,240.00</u>	<u>\$7,800.00</u>	<u>\$9,360.00</u>
Franchise Fee Component	\$165.10	\$330.20	\$495.30	\$660.40	\$825.50	\$990.60
TOTAL MONTHLY CUSTOMER RATE	<u>\$3,302.00</u>	<u>\$6,604.01</u>	<u>\$9,906.01</u>	<u>\$13,208.01</u>	<u>\$16,510.01</u>	<u>\$19,812.02</u>
40 CY Box¹	4.0 Tons Included In Each Load					
Collection Component	<u>\$2,103.56</u>	<u>\$4,207.13</u>	<u>\$6,310.70</u>	<u>\$8,414.26</u>	<u>\$10,517.82</u>	<u>\$12,621.39</u>
Disposal Component						
Organics Component	<u>\$2,080.00</u>	<u>\$4,160.00</u>	<u>\$6,240.00</u>	<u>\$8,320.00</u>	<u>\$10,400.00</u>	<u>\$12,480.00</u>
Franchise Fee Component	\$220.19	\$440.38	\$660.56	\$880.75	\$1,100.94	\$1,321.13
TOTAL MONTHLY CUSTOMER RATE	<u>\$4,403.75</u>	<u>\$8,807.51</u>	<u>\$13,211.26</u>	<u>\$17,615.01</u>	<u>\$22,018.76</u>	<u>\$26,422.52</u>

Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
Compactor ¹	4.0 Tons Included In Each Load	Based on 20 yd compactor				
Collection Component	<u>\$1,263.14</u>	<u>\$2,526.29</u>	<u>\$3,789.43</u>	<u>\$5,052.57</u>	<u>\$6,315.72</u>	<u>\$7,578.86</u>
Disposal Component						
Organics Component	<u>\$2,080.00</u>	<u>\$4,160.00</u>	<u>\$6,240.00</u>	<u>\$8,320.00</u>	<u>\$10,400.00</u>	<u>\$12,480.00</u>
Franchise Fee Component	\$175.95	\$351.91	\$527.86	\$703.82	\$879.77	\$1,055.73
TOTAL MONTHLY CUSTOMER RATE	<u>\$3,519.09</u>	<u>\$7,038.20</u>	<u>\$10,557.29</u>	<u>\$14,076.39</u>	<u>\$17,595.49</u>	<u>\$21,114.59</u>

¹. Please specify the maximum weight (tons) allowed in each roll-off or compactor that is included in the disposal and organics processing component (yellow cells)

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:

- (1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Form M-3 CUSTOMER RATES – RESIDENTIAL BIN COLLECTION					
SFD/MFD BIN COLLECTION					
C. ADDITIONAL SERVICES					
Push Rates	0-25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet
		N/C	<u>\$10.00</u>	<u>\$15.00</u>	<u>\$20.00</u>
Additional Bulky Waste Collection (per yard)					<u>\$75.00</u>
Additional Bin Cleaning Each Occurrence				1 – 4 CY Bin	5+ CY Bin
				<u>\$25.00</u>	<u>\$25.00</u>
Additional Bin Exchange (each additional bin/occurrence)					<u>\$25.00</u>
Additional Bin Replacement (each additional bin/occurrence)					<u>\$25.00</u>

Form M-4 CUSTOMER RATES – COMMERCIAL COLLECTION

Commercial Carts, Bins, Permanent Roll-Off and Compactor Collection

A. SOLID WASTE COLLECTION

Processing / Disposal Cost Per Ton		Facility Name				
Per Ton Solid Waste Disposal	<u>\$40.00</u>	<u>Ox Mountain</u>				
Per Ton Organics Processing	<u>\$60.00</u>	<u>AD Facility</u>				
Per Ton Transfer Station (if applicable)	<u>\$60.00</u>	<u>Blue Line Transfer</u>				
Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
20 Callon Cart						
Collection Component	<u>\$13.40</u>	<u>\$26.78</u>	<u>\$40.18</u>	<u>\$53.56</u>	<u>\$66.97</u>	<u>\$80.35</u>
Disposal Component	<u>\$6.46</u>	<u>\$12.93</u>	<u>\$19.39</u>	<u>\$25.86</u>	<u>\$32.32</u>	<u>\$38.79</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$1.05	\$2.09	\$3.14	\$4.18	\$5.23	\$6.27
TOTAL MONTHLY CUSTOMER RATE	<u>\$20.91</u>	<u>\$41.80</u>	<u>\$62.71</u>	<u>\$83.60</u>	<u>\$104.52</u>	<u>\$125.41</u>
32 Callon Cart						
Collection Component	<u>\$11.72</u>	<u>\$23.43</u>	<u>\$35.15</u>	<u>\$46.87</u>	<u>\$58.58</u>	<u>\$70.30</u>
Disposal Component	<u>\$10.34</u>	<u>\$20.69</u>	<u>\$31.03</u>	<u>\$41.37</u>	<u>\$51.72</u>	<u>\$62.06</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$1.16	\$2.32	\$3.48	\$4.64	\$5.81	\$6.97
TOTAL MONTHLY CUSTOMER RATE	<u>\$23.22</u>	<u>\$46.44</u>	<u>\$69.66</u>	<u>\$92.88</u>	<u>\$116.11</u>	<u>\$139.33</u>
64 Callon Cart						
Collection Component	<u>\$23.43</u>	<u>\$46.86</u>	<u>\$70.29</u>	<u>\$93.72</u>	<u>\$117.15</u>	<u>\$140.58</u>
Disposal Component	<u>\$20.69</u>	<u>\$41.37</u>	<u>\$62.06</u>	<u>\$82.75</u>	<u>\$103.44</u>	<u>\$124.12</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$2.32	\$4.64	\$6.97	\$9.29	\$11.61	\$13.93
TOTAL MONTHLY CUSTOMER RATE	<u>\$46.44</u>	<u>\$92.88</u>	<u>\$139.32</u>	<u>\$185.76</u>	<u>\$232.20</u>	<u>\$278.63</u>
96 Callon Cart						
Collection Component	<u>\$35.15</u>	<u>\$70.30</u>	<u>\$105.45</u>	<u>\$140.60</u>	<u>\$175.75</u>	<u>\$210.90</u>
Disposal Component	<u>\$31.03</u>	<u>\$62.06</u>	<u>\$93.09</u>	<u>\$124.12</u>	<u>\$155.15</u>	<u>\$186.18</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$3.48	\$6.97	\$10.45	\$13.93	\$17.42	\$20.90
TOTAL MONTHLY CUSTOMER RATE	<u>\$69.66</u>	<u>\$139.33</u>	<u>\$208.99</u>	<u>\$278.65</u>	<u>\$348.32</u>	<u>\$417.98</u>
1 CY						
Collection Component	<u>\$90.22</u>	<u>\$175.02</u>	<u>\$262.53</u>	<u>\$350.04</u>	<u>\$437.55</u>	<u>\$525.06</u>
Disposal Component	<u>\$65.30</u>	<u>\$126.67</u>	<u>\$190.01</u>	<u>\$253.35</u>	<u>\$316.69</u>	<u>\$380.03</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$8.19	\$15.88	\$23.82	\$31.76	\$39.70	\$47.64
TOTAL MONTHLY CUSTOMER RATE	<u>\$163.71</u>	<u>\$317.57</u>	<u>\$476.36</u>	<u>\$635.15</u>	<u>\$793.94</u>	<u>\$952.73</u>

Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
1.5 CY						
Collection Component	<u>\$135.33</u>	<u>\$262.54</u>	<u>\$393.81</u>	<u>\$525.08</u>	<u>\$656.35</u>	<u>\$787.62</u>
Disposal Component	<u>\$97.94</u>	<u>\$190.00</u>	<u>\$285.00</u>	<u>\$380.00</u>	<u>\$475.00</u>	<u>\$570.00</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$12.28	\$23.82	\$35.73	\$47.64	\$59.54	\$71.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$245.55</u>	<u>\$476.36</u>	<u>\$714.54</u>	<u>\$952.72</u>	<u>\$1,190.89</u>	<u>\$1,429.07</u>
2 CY						
Collection Component	<u>\$164.89</u>	<u>\$319.89</u>	<u>\$479.84</u>	<u>\$639.79</u>	<u>\$799.74</u>	<u>\$959.69</u>
Disposal Component	<u>\$130.59</u>	<u>\$253.34</u>	<u>\$380.01</u>	<u>\$506.68</u>	<u>\$633.35</u>	<u>\$760.02</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$15.55	\$30.17	\$45.26	\$60.34	\$75.43	\$90.51
TOTAL MONTHLY CUSTOMER RATE	<u>\$311.03</u>	<u>\$603.40</u>	<u>\$905.11</u>	<u>\$1,206.81</u>	<u>\$1,508.52</u>	<u>\$1,810.22</u>
3 CY						
Collection Component	<u>\$232.57</u>	<u>\$451.18</u>	<u>\$676.77</u>	<u>\$902.36</u>	<u>\$1,127.95</u>	<u>\$1,353.54</u>
Disposal Component	<u>\$195.88</u>	<u>\$380.01</u>	<u>\$570.02</u>	<u>\$760.03</u>	<u>\$950.04</u>	<u>\$1,140.05</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$22.55</u>	<u>\$43.75</u>	<u>\$65.62</u>	<u>\$87.49</u>	<u>\$109.37</u>	<u>\$131.24</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$451.00</u>	<u>\$874.94</u>	<u>\$1,312.41</u>	<u>\$1,749.88</u>	<u>\$2,187.36</u>	<u>\$2,624.83</u>
4 CY						
Collection Component	<u>\$295.81</u>	<u>\$573.86</u>	<u>\$860.79</u>	<u>\$1,147.72</u>	<u>\$1,434.65</u>	<u>\$1,721.58</u>
Disposal Component	<u>\$261.18</u>	<u>\$506.68</u>	<u>\$760.02</u>	<u>\$1,013.36</u>	<u>\$1,266.70</u>	<u>\$1,520.04</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	<u>\$29.32</u>	<u>\$56.87</u>	<u>\$85.31</u>	<u>\$113.74</u>	<u>\$142.18</u>	<u>\$170.61</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$586.30</u>	<u>\$1,137.41</u>	<u>\$1,706.12</u>	<u>\$2,274.82</u>	<u>\$2,843.53</u>	<u>\$3,412.23</u>
6 CY						
Collection Component	<u>\$443.72</u>	<u>\$860.81</u>	<u>\$1,291.22</u>	<u>\$1,721.63</u>	<u>\$2,152.04</u>	<u>\$2,582.45</u>
Disposal Component	<u>\$391.76</u>	<u>\$760.02</u>	<u>\$1,140.03</u>	<u>\$1,520.04</u>	<u>\$1,900.05</u>	<u>\$2,280.06</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$43.97	\$85.31	\$127.96	\$170.61	\$213.27	\$255.92
TOTAL MONTHLY CUSTOMER RATE	<u>\$879.45</u>	<u>\$1,706.14</u>	<u>\$2,559.21</u>	<u>\$3,412.28</u>	<u>\$4,265.36</u>	<u>\$5,118.43</u>
14 CY Box1	1.5 Tons Included in each load					
Collection Component	\$1,309.54	\$2,619.07	\$3,928.61	\$5,238.15	\$6,547.68	\$7,857.22
Disposal Component	\$650.00	\$1,300.00	\$1,950.00	\$2,600.00	\$3,250.00	\$3,900.00
Organics Component	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Component	\$103.13	\$206.27	\$309.40	\$412.53	\$515.67	\$618.80
TOTAL MONTHLY CUSTOMER RATE	<u>\$2,062.67</u>	<u>\$4,125.34</u>	<u>\$6,188.01</u>	<u>\$8,250.68</u>	<u>\$10,313.35</u>	<u>\$12,376.02</u>

Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
20 CY Box¹	2.0 Tons Included in each load					
Collection Component	<u>\$1,920.32</u>	<u>\$3,840.63</u>	<u>\$5,760.95</u>	<u>\$7,681.27</u>	<u>\$9,601.58</u>	<u>\$11,521.90</u>
Disposal Component	<u>\$866.67</u>	<u>\$1,733.34</u>	<u>\$2,600.01</u>	<u>\$3,466.68</u>	<u>\$4,333.35</u>	<u>\$5,200.02</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$146.68	\$293.37	\$440.05	\$586.73	\$733.42	\$880.10
TOTAL MONTHLY CUSTOMER RATE	<u>\$2,933.67</u>	<u>\$5,867.34</u>	<u>\$8,801.01</u>	<u>\$11,734.68</u>	<u>\$14,668.35</u>	<u>\$17,602.02</u>
30 CY Box¹	3.0 Tons Included in each load					
Collection Component	<u>\$2,882.54</u>	<u>\$5,765.07</u>	<u>\$8,647.61</u>	<u>\$11,530.15</u>	<u>\$14,412.68</u>	<u>\$17,295.22</u>
Disposal Component	<u>\$1,300.00</u>	<u>\$2,600.00</u>	<u>\$3,900.00</u>	<u>\$5,200.00</u>	<u>\$6,500.00</u>	<u>\$7,800.00</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$220.13	\$440.27	\$660.40	\$880.53	\$1,100.67	\$1,320.80
TOTAL MONTHLY CUSTOMER RATE	<u>\$4,402.67</u>	<u>\$8,805.34</u>	<u>\$13,208.01</u>	<u>\$17,610.68</u>	<u>\$22,013.35</u>	<u>\$26,416.02</u>
40 CY Box¹	4.0 Tons Included In Each Load					
Collection Component	<u>\$3,844.76</u>	<u>\$7,689.51</u>	<u>\$11,534.27</u>	<u>\$15,379.03</u>	<u>\$19,223.78</u>	<u>\$23,068.54</u>
Disposal Component	<u>\$1,733.33</u>	<u>\$3,466.66</u>	<u>\$5,199.99</u>	<u>\$6,933.32</u>	<u>\$8,666.65</u>	<u>\$10,399.98</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$293.58	\$587.17	\$880.75	\$1,174.33	\$1,467.92	\$1,761.50
TOTAL MONTHLY CUSTOMER RATE	<u>\$5,871.67</u>	<u>\$11,743.34</u>	<u>\$17,615.01</u>	<u>\$23,486.68</u>	<u>\$29,358.35</u>	<u>\$35,230.02</u>
Compactor¹	4.0 Tons Included In Each Load	Based on 20 yd compactor				
Collection Component	<u>\$2,724.19</u>	<u>\$5,448.39</u>	<u>\$8,172.58</u>	<u>\$10,896.77</u>	<u>\$13,620.97</u>	<u>\$16,345.16</u>
Disposal Component	<u>\$1,733.33</u>	<u>\$3,466.66</u>	<u>\$5,199.99</u>	<u>\$6,933.32</u>	<u>\$8,666.65</u>	<u>\$10,399.98</u>
Organics Component	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Franchise Fee Component	\$234.61	\$469.21	\$703.82	\$938.43	\$1,173.03	\$1,407.64
TOTAL MONTHLY CUSTOMER RATE	<u>\$4,692.13</u>	<u>\$9,384.26</u>	<u>\$14,076.39</u>	<u>\$18,768.52</u>	<u>\$23,460.65</u>	<u>\$28,152.78</u>
¹. Please specify the maximum weight (tons) allowed in each roll-off or compactor that is included in the disposal and organics processing component (yellow cells)						

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:

- (1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Form M-4 CUSTOMER RATES – COMMERCIAL COLLECTION

Commercial Carts, Bins, Permanent Roll-Off and Compactor Collection

A. ORGANICS COLLECTION

Processing / Disposal Cost Per Ton		Facility Name				
Per Ton Solid Waste Disposal	\$40.00	Ox Mountain				
Per Ton Organics Processing	\$60.00	AD Facility				
Per Ton Transfer Station (if applicable)	\$60.00	Blue Line Transfer				
Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32 Callon Cart						
Collection Component	<u>\$7.28</u>	<u>\$14.55</u>	<u>\$21.83</u>	<u>\$29.10</u>	<u>\$36.38</u>	<u>\$43.65</u>
Disposal Component						
Organics Component	<u>\$9.27</u>	<u>\$18.54</u>	<u>\$27.81</u>	<u>\$37.08</u>	<u>\$46.35</u>	<u>\$55.62</u>
Franchise Fee Component	\$0.87	\$1.74	\$2.61	\$3.48	\$4.35	\$5.22
TOTAL MONTHLY CUSTOMER RATE	<u>\$17.42</u>	<u>\$34.83</u>	<u>\$52.25</u>	<u>\$69.66</u>	<u>\$87.08</u>	<u>\$104.49</u>
64 Callon Cart						
Collection Component	<u>\$14.56</u>	<u>\$29.12</u>	<u>\$43.67</u>	<u>\$58.22</u>	<u>\$72.78</u>	<u>\$87.34</u>
Disposal Component						
Organics Component	<u>\$18.53</u>	<u>\$37.06</u>	<u>\$55.59</u>	<u>\$74.12</u>	<u>\$92.65</u>	<u>\$111.18</u>
Franchise Fee Component	\$1.74	\$3.48	\$5.22	\$6.97	\$8.71	\$10.45
TOTAL MONTHLY CUSTOMER RATE	<u>\$34.83</u>	<u>\$69.66</u>	<u>\$104.48</u>	<u>\$139.31</u>	<u>\$174.14</u>	<u>\$208.97</u>
96 Callon Cart						
Collection Component	<u>\$21.84</u>	<u>\$43.67</u>	<u>\$65.50</u>	<u>\$87.33</u>	<u>\$109.17</u>	<u>\$131.00</u>
Disposal Component						
Organics Component	<u>\$27.80</u>	<u>\$55.60</u>	<u>\$83.40</u>	<u>\$111.20</u>	<u>\$139.00</u>	<u>\$166.80</u>
Franchise Fee Component	\$2.61	\$5.22	\$7.84	\$10.45	\$13.06	\$15.67
TOTAL MONTHLY CUSTOMER RATE	<u>\$52.25</u>	<u>\$104.49</u>	<u>\$156.74</u>	<u>\$208.98</u>	<u>\$261.23</u>	<u>\$313.47</u>
1 CY						
Collection Component	<u>\$62.64</u>	<u>\$118.28</u>	<u>\$177.43</u>	<u>\$236.57</u>	<u>\$295.72</u>	<u>\$354.86</u>
Disposal Component						
Organics Component	<u>\$54.00</u>	<u>\$108.00</u>	<u>\$162.00</u>	<u>\$216.00</u>	<u>\$270.00</u>	<u>\$324.00</u>
Franchise Fee Component	\$6.14	\$11.91	\$17.86	\$23.82	\$29.77	\$35.73
TOTAL MONTHLY CUSTOMER RATE	<u>\$122.78</u>	<u>\$238.19</u>	<u>\$357.29</u>	<u>\$476.39</u>	<u>\$595.49</u>	<u>\$714.59</u>
1.5 CY						
Collection Component	<u>\$93.95</u>	<u>\$177.41</u>	<u>\$266.11</u>	<u>\$354.81</u>	<u>\$443.52</u>	<u>\$532.22</u>
Disposal Component						
Organics Component	<u>\$81.00</u>	<u>\$162.00</u>	<u>\$243.00</u>	<u>\$324.00</u>	<u>\$405.00</u>	<u>\$486.00</u>
Franchise Fee Component	\$9.21	\$17.86	\$26.80	\$35.73	\$44.66	\$53.59
TOTAL MONTHLY CUSTOMER RATE	<u>\$184.16</u>	<u>\$357.27</u>	<u>\$535.91</u>	<u>\$714.54</u>	<u>\$893.18</u>	<u>\$1,071.81</u>

Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 CY						
Collection Component	<u>\$113.61</u>	<u>\$213.92</u>	<u>\$320.89</u>	<u>\$427.86</u>	<u>\$534.83</u>	<u>\$641.80</u>
Disposal Component						
Organics Component	<u>\$108.00</u>	<u>\$216.00</u>	<u>\$324.00</u>	<u>\$432.00</u>	<u>\$540.00</u>	<u>\$648.00</u>
Franchise Fee Component	\$11.66	\$22.63	\$33.94	\$45.26	\$56.57	\$67.88
TOTAL MONTHLY CUSTOMER RATE	<u>\$233.27</u>	<u>\$452.55</u>	<u>\$678.83</u>	<u>\$905.12</u>	<u>\$1,131.40</u>	<u>\$1,357.68</u>
3 CY						
Collection Component	<u>\$159.34</u>	<u>\$299.40</u>	<u>\$449.10</u>	<u>\$598.81</u>	<u>\$748.51</u>	<u>\$898.22</u>
Disposal Component						
Organics Component	<u>\$162.00</u>	<u>\$324.00</u>	<u>\$486.00</u>	<u>\$648.00</u>	<u>\$810.00</u>	<u>\$972.00</u>
Franchise Fee Component	<u>\$16.91</u>	<u>\$32.81</u>	<u>\$49.22</u>	<u>\$65.62</u>	<u>\$82.03</u>	<u>\$98.43</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$338.25</u>	<u>\$656.21</u>	<u>\$984.32</u>	<u>\$1,312.43</u>	<u>\$1,640.54</u>	<u>\$1,968.65</u>
4 CY						
Collection Component	<u>\$201.74</u>	<u>\$378.42</u>	<u>\$567.62</u>	<u>\$756.82</u>	<u>\$946.03</u>	<u>\$1,135.24</u>
Disposal Component						
Organics Component	<u>\$216.00</u>	<u>\$432.00</u>	<u>\$648.00</u>	<u>\$864.00</u>	<u>\$1,080.00</u>	<u>\$1,296.00</u>
Franchise Fee Component	<u>\$21.99</u>	<u>\$42.65</u>	<u>\$63.98</u>	<u>\$85.31</u>	<u>\$106.63</u>	<u>\$127.96</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$439.73</u>	<u>\$853.07</u>	<u>\$1,279.60</u>	<u>\$1,706.13</u>	<u>\$2,132.66</u>	<u>\$2,559.20</u>
6 CY						
Collection Component	<u>\$302.61</u>	<u>\$567.62</u>	<u>\$851.43</u>	<u>\$1,135.24</u>	<u>\$1,419.06</u>	<u>\$1,702.87</u>
Disposal Component						
Organics Component	<u>\$324.00</u>	<u>\$648.00</u>	<u>\$972.00</u>	<u>\$1,296.00</u>	<u>\$1,620.00</u>	<u>\$1,944.00</u>
Franchise Fee Component	<u>\$32.98</u>	<u>\$63.98</u>	<u>\$95.97</u>	<u>\$127.96</u>	<u>\$159.95</u>	<u>\$191.94</u>
TOTAL MONTHLY CUSTOMER RATE	<u>\$659.59</u>	<u>\$1,279.60</u>	<u>\$1,919.40</u>	<u>\$2,559.20</u>	<u>\$3,199.01</u>	<u>\$3,838.81</u>
14 CY Box¹	1.5 Tons Included in each load					
Collection Component	\$689.65	\$1,379.31	\$2,068.96	\$2,758.61	\$3,448.26	\$4,137.92
Disposal Component						
Organics Component	\$780.00	\$1,560.00	\$2,340.00	\$3,120.00	\$3,900.00	\$4,680.00
Franchise Fee Component	\$77.35	\$154.70	\$232.05	\$309.40	\$386.75	\$464.10
TOTAL MONTHLY CUSTOMER RATE	<u>\$1,547.00</u>	<u>\$3,094.01</u>	<u>\$4,641.01</u>	<u>\$6,188.01</u>	<u>\$7,735.01</u>	<u>\$9,282.02</u>
20 CY Box¹	2.0 Tons Included in each load					
Collection Component	<u>\$1,050.24</u>	<u>\$2,100.48</u>	<u>\$3,150.72</u>	<u>\$4,200.96</u>	<u>\$5,251.20</u>	<u>\$6,301.44</u>
Disposal Component						
Organics Component	<u>\$1,040.00</u>	<u>\$2,080.00</u>	<u>\$3,120.00</u>	<u>\$4,160.00</u>	<u>\$5,200.00</u>	<u>\$6,240.00</u>
Franchise Fee Component	\$110.01	\$220.03	\$330.04	\$440.05	\$550.06	\$660.08
TOTAL MONTHLY CUSTOMER RATE	<u>\$2,200.25</u>	<u>\$4,400.51</u>	<u>\$6,600.76</u>	<u>\$8,801.01</u>	<u>\$11,001.26</u>	<u>\$13,201.52</u>

Container Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
30 CY Box¹	3.0 Tons Included in each load					
Collection Component	<u>\$1,576.90</u>	<u>\$3,153.81</u>	<u>\$4,730.71</u>	<u>\$6,307.61</u>	<u>\$7,884.51</u>	<u>\$9,461.42</u>
Disposal Component						
Organics Component	<u>\$1,560.00</u>	<u>\$3,120.00</u>	<u>\$4,680.00</u>	<u>\$6,240.00</u>	<u>\$7,800.00</u>	<u>\$9,360.00</u>
Franchise Fee Component	\$165.10	\$330.20	\$495.30	\$660.40	\$825.50	\$990.60
TOTAL MONTHLY CUSTOMER RATE	<u>\$3,302.00</u>	<u>\$6,604.01</u>	<u>\$9,906.01</u>	<u>\$13,208.01</u>	<u>\$16,510.01</u>	<u>\$19,812.02</u>
40 CY Box¹	4.0 Tons Included In Each Load					
Collection Component	<u>\$2,103.56</u>	<u>\$4,207.13</u>	<u>\$6,310.70</u>	<u>\$8,414.26</u>	<u>\$10,517.82</u>	<u>\$12,621.39</u>
Disposal Component						
Organics Component	<u>\$2,080.00</u>	<u>\$4,160.00</u>	<u>\$6,240.00</u>	<u>\$8,320.00</u>	<u>\$10,400.00</u>	<u>\$12,480.00</u>
Franchise Fee Component	\$220.19	\$440.38	\$660.56	\$880.75	\$1,100.94	\$1,321.13
TOTAL MONTHLY CUSTOMER RATE	<u>\$4,403.75</u>	<u>\$8,807.51</u>	<u>\$13,211.26</u>	<u>\$17,615.01</u>	<u>\$22,018.76</u>	<u>\$26,422.52</u>
Compactor¹	4.0 Tons Included In Each Load	Based on 20 yd compactor				
Collection Component	<u>\$1,263.14</u>	<u>\$2,526.29</u>	<u>\$3,789.43</u>	<u>\$5,052.57</u>	<u>\$6,315.72</u>	<u>\$7,578.86</u>
Disposal Component						
Organics Component	<u>\$2,080.00</u>	<u>\$4,160.00</u>	<u>\$6,240.00</u>	<u>\$8,320.00</u>	<u>\$10,400.00</u>	<u>\$12,480.00</u>
Franchise Fee Component	\$175.95	\$351.91	\$527.86	\$703.82	\$879.77	\$1,055.73
TOTAL MONTHLY CUSTOMER RATE	<u>\$3,519.09</u>	<u>\$7,038.20</u>	<u>\$10,557.29</u>	<u>\$14,076.39</u>	<u>\$17,595.49</u>	<u>\$21,114.59</u>
<p>1. Please specify the maximum weight (tons) allowed in each roll-off or compactor that is included in the disposal and organics processing component (yellow cells)</p>						

The "Total Monthly Customer Rate" is set to sum the Collection, Disposal, Organics, and Franchise Fee Elements. The Franchise Fee Element is set to calculate at 5% of the total "Monthly Customer Rate". To resolve circular calculation of the Franchise Fee, use the following:

(1) On Excel main tab, (2) drop down to "Preferences", (3) drop down to "Calculation", (4) set "Use Iterative Calculations" at 100.

Form M-5 CUSTOMER RATES – TEMPORARY COLLECTION SERVICES

Temporary Bin and Roll-off Collection

Processing / Disposal Cost Per Ton		Facility Name
Per Ton Solid Waste Disposal	<u>\$40.00</u>	<u>Ox Mountain</u>
Per Ton Processed Recyclable Material	<u>\$15.00</u>	<u>Blue Line Transfer</u>
Per Ton Processed Green Material	<u>\$30.00</u>	<u>Blue Line Transfer</u>
Per Ton Processed Construction and Demolition Material	<u>\$90.00</u>	<u>Blue Line Transfer</u>
Per Ton Transfer Station (if applicable)	<u>\$60.00</u>	<u>Blue Line Transfer</u>

Container Size	PULL COST
1 CY Bin ¹	<u>\$150.00</u>
1.5 CY Bin ¹	<u>\$150.00</u>
2 CY Bin ¹	<u>\$200.00</u>
3 CY Bin ¹	<u>\$200.00</u>
4 CY Bin ¹	<u>\$200.00</u>
14 CY Box ¹	<u>\$350.00</u>
20 CY Box ¹	<u>\$475.00</u>
30 CY Box ¹	<u>\$700.00</u>
40 CY Box ¹	<u>\$925.00</u>
7 CY Lowboy ¹	<u>\$350.00</u>

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Push Rates	0-25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet
	N/C	<u>\$10.00</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$25.00</u>

¹ All 1, 1.5, 2, and 4 CY bins, and all 10, 20, 30, 40 CY roll-offs are pull rates only; processing or disposal will be based on actual processing or disposal costs. The total customer rate will be the total cost for the collection, processing, disposal and franchise fee.

The following cost proposal forms are to be utilized by the Proposer to provide the Town with the hourly service rates to be charged for the provision of emergency services as set forth in the Agreement.

FORM M-6 - CUSTOMER RATES – Emergency Service Rates - Employees	
Labor Position	Hourly Rate
<u>Automated Driver</u>	<u>\$100.00</u>
<u>Roll-Off Driver</u>	<u>\$100.00</u>
<u>Transfer Driver</u>	<u>\$100.00</u>
<u>Rear-Loader Driver or Helper</u>	<u>\$100.00</u>
<u>Utility Tractor Operator</u>	<u>\$100.00</u>
<u>Supervisor</u>	<u>\$150.00</u>

Form M-7 - CUSTOMER RATES Emergency Service Rates – Equipment		
Labor Position or Equipment Type	Make & Model	Hourly Rate
<u>Automated Truck</u>	<u>Labrie Split body</u>	<u>\$225.00</u>
<u>Roll-Off Truck</u>	<u>Autocar / Norcal</u>	<u>\$225.00</u>
<u>Rear-Loader Truck</u>	<u>Autopcar / Leach</u>	<u>\$225.00</u>
<u>Tractor</u>	<u>Peterbuilt</u>	<u>\$225.00</u>
<u>Transfer Trailer</u>	<u>Peerless</u>	<u>\$300.00</u>
—	—	<u>\$0.00</u>
—	—	<u>\$0.00</u>

Form M-8 - PROPOSER'S STATEMENT ***

1 Describe and explain each assumption you made about residential customers migrating to a smaller container.

We are anticipating that as many as 30% of the residential customers in Colma will migrate to a 20 gallon garbage container once they are made available to the entire residential community. Our assumptions are based on several demographic factors including those of average homeowners age, income, lot and home size, and the opportunity to participate in recycling programs being offered. Additionally out of the approximate 300,000 residential customers presently served by the various partnerships with SSF Scavengers in bay area communities, almost half are offered 20 gallon can service, and 30% participation is considered high. Although one community does experience almost 40% participation, this community also offers recycling and yard waste organics collection in 96 gallon carts, because of lot and family sizes. In a community such as Colma where storage space is limited, a 30% participation rate is assumed on our part to be a sustainable number.

2 Describe and explain each assumption you made about commercial customers migrating to a smaller container or less collection frequency.

Although we do anticipate as many as 20% of our commercial customers will migrate to smaller waste containers when, and if, they participate in any or all of the recycling programs being offered including organics. We do not however believe that many of these same customers will opt for less collection frequency with the exception of the new organics customers. We also believe that many of these commercial customers are already addressing recycling. It is our assumption that the commercial base has been "right sizing" their service(s) through the last downturn in the economy and that with the current economic outlook that several are now increasing service in response to more business being generated. It is with that in mind, that we have opted to shift our pricing to address the large commercial generators in our attempt to promote recycling. In other words our pricing should help the large generators find value in downsizing containers and promoting recycling in order to save money, rather than pay the higher price for disposal.

3 On Forms M-3 and M-4, for 10 -40 CY roll-off containers and compactors, the allowable tonnages & per ton fee for **regularly scheduled** collection of garbage and organics in (e.g., must be included. Describe the nature and amount of each charge that is in addition to per ton disposal/processing fee that will be added to 10 -40 CY roll-off containers and compactors (i.e., transfer station fees). **NOTE: the listed per ton fees must directly tie to the Disposal or Organics Component cost amounts in the rate sheets for roll-off rates).** For example, if the disposal per ton fee is \$50/ton, and the maximum allowable tonnage is 4 tons, then the Disposal cost would be \$200. If however, there is a \$30/ton transfer fee in addition to the per ton disposal fee, then the total "disposal fee would be \$80/ton, or \$320 for the same 4 tons.

On Forms M3 and M4, we have indicated the tonnage that is included in the rate for each size of container. For example, the 14CY box rate includes 1 1/2 tons for each weekly load. The 20CY includes 2.0 tons, the 30CY includes 3.0 tons, and so on. In the case of solid waste, the disposal component is \$100 per ton per load, which is \$40 for Ox Mountain, and \$60 for Blue Line Transfer. In the case of organics, the total charge per ton for the Organic component is \$120 per ton per load, which is \$60 for the AD Facility processing, and \$60 for Blue Line Transfer. For example, the Disposal Component for the 14CY Box on page 11 is 1.5 tons x \$100 per ton x 52 weeks per year / 12 months equals \$650 per month of the total 1 x week pickup. The total charge to the customer is listed as \$2,062.67 per month, for a weekly pickup of a 14CY box. There would be no other charges, unless the customer regularly exceeds the 1.5 tons per load. In that case, the \$100 per ton may be charged on the excess tonnage.

4 On Form M-5, the rates are for "pull" only. Describe the nature and amount of the per ton disposal/processing fee that will be charged to customers for Temporary Bin and Roll-off containers (i.e., transfer station fees).

Our understanding of the intent of form M5 is to establish a minimum cost for each pull or load, plus the disposal and transfer costs, plus the franchise fee. So, for example, if a customer has a single pull or load for a 14CY box, and the box has a total of 1.5 tons of solid waste in the load, the charge would be \$300 for the pull cost, plus 1.5 x \$40 solid waste disposal, plus 1.5 x Transfer Station, plus franchise fee 5% \$23.68 = \$473.68. In each case, the material type may change, but the transfer cost is the same for each. The pull cost is dependent on container size, as indicated. The franchise fee is calculated on the total charge. Formula for total cost is indicated below:

- P = Pull Cost for each load or pull
- D = Disposal or Processing Cost, depending on Material Type
- T = Transfer Station Cost
- F = Franchise Fee. Fee is 5% of total charge.

$$\text{Total Rate Charge for each load} = P + (\# \text{ tons} \times (D + T)) + F$$



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael Laughlin, City Planner
 VIA: Sean Rabé, City Manager
 MEETING DATE: January 13, 2016
 SUBJECT: Plan Bay Area 2040 Study Session

RECOMMENDATION

This item is a study session for informational purposes only. No City Council action is required; however, staff seeks comments, questions, impressions and opinions from each Council member regarding issues and concerns.

EXECUTIVE SUMMARY

In July 2013, MTC and ABAG adopted Plan Bay Area 2013 as the Bay Area's first Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The plan responds to State Law (SB 375) requiring the preparation of an integrated land-use and transportation plan to meet greenhouse gas (GHG) emission reduction targets. MTC and ABAG are required to update the plan every four years. The revised plan will be called Plan Bay Area 2040 (PBA2040). ABAG and MTC will be developing and analyzing three land use and transportation scenarios in 2016 before adopting revisions in June of 2017. The Town will have opportunities to provide comments during the process.

FISCAL IMPACT

None

BACKGROUND AND ANALYSIS

In spring 2015, MTC and ABAG began a limited and focused update of Plan Bay Area 2013. From late April through May, a series of open houses were conducted across the region to introduce the public to the PBA 2040 update process, seek comments on goals and targets, and receive feedback on local priorities across a wide range of issue areas. The comments and feedback were compiled and shared with the Regional Advisory Working Group (RAWG) as well as MTC and ABAG other committees and working groups in July of 2015. Meanwhile, over the past several months, MTC and ABAG have presented information regarding PBA 2040's proposed Goals and Performance Targets, Regional Forecasts, and Project Performance Assessment to the RAWG, the MTC Planning and ABAG Administrative Committees, and various other committees and working groups. With the Goals and Performance Targets up for adoption this fall and the Regional Forecasts underway, the next milestone is to develop and evaluate

regional scenarios that integrate land use and transportation strategies. In response to this outreach, Colma staff prepared and sent the attached letter in July of 2015 (see Attachment A). As with the original RTP/SCS process, housing growth projections continue to be unrealistically high, due to Colma's lack of developable residential land. Since the projections include a range of possible growth figures, the plan is by nature speculative in real outcomes. A higher than projected growth figure does not negatively affect Colma since the plan determines transportation spending priorities. Areas where regional growth is occurring will have higher funding priority.

The MTC Public Participation Plan, adopted in February 2015, lays out PBA 2040's scenario development approach. This approach can be summarized as follows:

- One round of scenario analysis and evaluation will be conducted, and a maximum of three scenarios will be developed;
- The scenarios will be constructed in an effort to achieve PBA 2040's goals and performance targets;
- The scenarios will be designed to inform the selection of a preferred scenario; and,
- The same scenario alternatives will be carried over into the Environmental Impact Report (EIR) process.

Additionally, in order to analyze and evaluate the scenario alternatives, each scenario output will include, at a minimum:

- Land use
 - o Total jobs by PDA and city;
 - o Total housing units and households by PDA and city; and
 - o Total population by PDA and city.
- Transportation
 - o Investments by mode and purpose; and,
 - o GHG and other travel model outputs for performance targets assessment.

The three scenarios include:

Scenario 1

Scenario 1 targets future population and employment growth to the downtowns of every city in the Bay Area to foster a region of moderately-sized, integrated town centers. As in the other scenarios, most growth will be in locally-identified PDAs, but this scenario offers the most dispersed growth pattern, meaning that cities outside the region's core are likely to see higher levels of growth and, within cities, more growth will be accommodated outside of PDAs than in other scenarios.

Scenario 2

Building from the final, adopted Plan Bay Area 2013, Scenario 2 targets future population and employment growth to locally-identified PDAs throughout the region, with an emphasis on growth in medium-sized cities with access to the region's major rail services, such as BART and Caltrain. Outside the PDAs, this scenario sees modest infill development, along with a small amount of greenfield growth. As these communities grow over the next 25 years, compact development and strategic transportation investments will provide residents and workers access to a mix of housing, jobs, shopping, services, and amenities in proximity to transit traditionally offered by more urban environments. Resources for affordable housing will be dispersed across

the Bay Area, with some concentration in PDAs to support the development of affordable housing where the most population and employment growth is targeted.

Scenario 3

Scenario 3 concentrates future population and employment growth in the locally-identified PDAs within the Bay Area's three largest cities: San Jose, San Francisco and Oakland. Neighboring cities that are already well connected to these three cities by transit will also see increases in population and employment growth, particularly in their locally-identified PDAs. The amount of growth outside these areas is minimal, with limited infill development in PDAs and no greenfield development. Growth in the three biggest cities will require substantial investment to support transformational changes to accommodate households of all incomes. This scenario will prioritize strategies to make these existing urban neighborhoods even more compact and vibrant, and enable residents and workers to easily take transit, bike or walk to clusters of jobs, stores, services, and other amenities. Resources for affordable housing will likewise be directed to the cities taking on the most growth.

The scenarios will be released in early 2016. Public workshops and stakeholder outreach will occur. A preferred scenario will be adopted in June of 2016. A draft Environmental Impact Report (EIR) will be released in early 2017 and the final plan will be adopted in June of 2017.

Council Adopted Values

The recommendation is consistent with the Council value of *responsibility* because it considers the regional planning efforts of ABAG and MTC.

Sustainability Impact

PBA2040 is by its very nature sustainable since it analyzes land use and transportation options that will reduce GHG emissions to the maximum extent feasible.

Alternatives

None

CONCLUSION

City Council is encouraged to ask questions about the PBA 2040 process, schedule and scenario development. If the City Council has any comments or questions that they would like passed on or asked about to MTC and ABAG, staff can contact these agencies. Staff will continue to monitor the scenario development process and provide comments at appropriate times during the process.

ATTACHMENT

- A. Plan Bay Area 2040 comment letter from Town of Colma dated July 8, 2015



Plan Bay Area 2013 Growth Feedback



Jurisdiction Name: Town of Colma
 Contact Person/Title: Michael P. Laughlin AICP / City Planner
 Email/Phone: michael.laughlin@colma.ca.gov / (650) 757-8896

Instructions: Check 'one' box per row to indicate whether/how Plan Bay Area 2013 growth should be adjusted for the Plan update in 2017. If growth estimates warrant a lower or higher adjustment, please provide a brief explanation in the adjacent text box. You may provide other general feedback below. Please return this form via email to your county's ABAG regional planner by July 20, 2015.

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JURISDICTION	Population	<input type="checkbox"/>	X	<input type="checkbox"/>	Approximately 1,874 (1,403 + (150 units x 3.14 per unit)=1,874
TOTAL	Housing	<input type="checkbox"/>	X	<input type="checkbox"/>	Approximately 150 new units (562 total). See attached letter
	Employment	<input type="checkbox"/>	X	<input type="checkbox"/>	Approximately 3,000. See attached letter
PRIORITY	Population	<input type="checkbox"/>	X	<input type="checkbox"/>	Same as above since most of Colma and area of growth are in El Camino PDA
DEVELOPMENT	Housing	<input type="checkbox"/>	X	<input type="checkbox"/>	Same as above since most of Colma and area of growth are in El Camino PDA
AREAS	Employment	<input type="checkbox"/>	X	<input type="checkbox"/>	Same as above since most of Colma and area of growth are in El Camino PDA
Other Feedback: See attached letter					

Plan Bay Area 2013 Growth: San Mateo County Jurisdictions

Jurisdiction	Households		Population		Total Jobs	
	2010	2040	2010	2040	2010	2040
Atherton	2,330	2,584	6,914	7,909	2,607	3,162
Belmont	10,575	11,788	25,835	29,559	8,180	10,446
Brisbane	1,821	2,086	4,282	5,055	6,784	7,674
Burlingame	12,361	16,165	28,806	38,374	29,542	37,784
Colma	412	658	1,403	2,319	2,778	3,199
Daly City	31,090	35,774	101,123	121,384	20,763	26,579
East Palo Alto	6,940	8,340	28,155	35,514	2,672	3,676
Foster City	12,016	12,949	30,567	33,949	13,783	17,351
Half Moon Bay	4,149	4,411	11,324	12,395	5,029	6,016
Hillsborough	3,693	4,011	10,825	12,113	1,847	2,252
Menlo Park	12,347	14,516	32,026	38,082	28,890	34,975
Millbrae	7,994	11,054	21,532	30,294	6,870	9,299
Pacifica	13,967	14,646	37,234	40,284	5,868	7,097
Portola Valley	1,746	1,901	4,353	4,903	1,503	1,774
Redwood City	27,957	36,855	76,815	100,832	58,080	77,482
San Bruno	14,701	19,174	41,114	56,849	12,711	16,950
San Carlos	11,524	13,393	28,406	34,030	15,865	19,373
San Mateo	38,233	48,623	97,207	125,991	52,541	72,952
San Mateo County	21,066	26,165	61,611	81,181	23,572	31,175
South San Francisco	20,938	27,903	63,632	87,664	43,550	53,794
Woodside	1,977	2,082	5,287	5,735	1,756	2,062



July 8, 2015

SENT ELECTRONICALLY

Ms. Gillian Adams
Association of Bay Area Governments
P.O. Box 2050
Oakland, CA 94604

RE: Comments on 2013 Growth Review

Dear Gillian,

Thank you for the opportunity to comment on Colma's 2013 growth numbers. During the initial Plan Bay Area process, the Town of Colma sent three letters explaining our unique community. This letter is consistent with these previous letters, with some specific updates based on development activity we are anticipating.

As stated in our previous letters, the predominant cemetery land use in Colma (much of which is within the El Camino Real PDA) makes any residential development extremely limited to only a few small sites within the town. Colma incorporated in 1924 to protect cemetery land use. The Town is 1.9 square miles, and 76% of the land use is in cemetery or planned cemetery uses. The small sites that do exist on the El Camino Real have an office zoning, and are not appropriate for residential use due to the cemetery interface, and residential use is not permitted under the General Plan or Zoning.

In addition to cemeteries, a majority of the remaining 24% of our land area is developed and in commercial use. Colma has two regional shopping centers, an auto row with 13 auto brands. Colma also has a successful cardroom. Colma's existing retail shopping centers and auto businesses have remained largely unchanged for the last 20 years, without any indication that they will change in the next 20 years as long as the existing land uses remain profitable. Without any incentive for redevelopment, there are no tools to require or incentivize land use changes. With profitable existing land uses, property owners are not going to voluntarily offer to build mixed-use projects and risk losing existing businesses while taking several years to entitle and build new buildings.

For the Town of Colma, the ABAG methodology linking the production of jobs to housing production, even when weighted, seems problematic. Colma exists first as a regional provider of cemetery land and services and a regional provider of consumer goods. The



Town provides the commercial services that are not available to people living in the southern and western portions of San Francisco and portions of Daly City and cities south of Colma. To support these businesses, Colma will never be able to have a jobs/housing balance or be able to produce housing that will meet even modest job growth within the Town.

Based on ABAG employment projections between 1990 and 2010, Colma businesses employ 2,778 people. The employment figures in the Plan Bay Area 2013 Growth worksheet indicate that Colma jobs could increase to 3,199 by 2040. While this increase is plausible, without the construction of new businesses or offices, job growth could be much more modest and subject to economic fluctuations of the retail sector, which means that employment growth could remain at its present level or even decrease slightly. The general model used by ABAG assumes that as knowledge based jobs increase in the region, then the number of other types of jobs and businesses follow to support this growth. With limited knowledge base job growth expected within Colma (and the lack of developable land), it will not lead to the construction of new retail or service businesses, only increased patronage of existing businesses. In addition, since the common brick and mortar stores are becoming less common (or reducing their footprint) as more purchases are made on-line, it is less plausible that additional retail or service tenant space (or jobs) will be produced. An employment number closer to 3,000 seems more realistic for the 2040 projection.

The Plan Bay Area 2013 Growth worksheet suggests that Colma could see an increase of 246 households by 2040. As described in our previous letters, we see any number over 150 units to be infeasible based on land use constraints and land availability. We are currently processing an application for 13 units, and hope to see an additional 10 single family residences in our existing residential neighborhood in the next few years. We have two remaining Housing Element sites, one of which is being looked at by Mercy Housing for a 60 -70 unit Veteran's housing project. The last housing site is designated for 26 units. So, while we can easily see 139 new units, once these sites are developed there will be no land with a General Plan or zoning designation left for residential development except for some very small commercial properties on Mission Road. We continue to assert that an almost 50% increase in existing units without land resources or likelihood that existing commercial uses will redevelop to include housing is not realistic by 2040. A more realistic projection for Colma for 2040 is 150 units or households.



TOWN OF COLMA
PLANNING DEPARTMENT

1190 El Camino Real • Colma, California 94014
Phone: (650) 757-8888 • FAX: (650) 757-8890

Please feel free to contact me if you have any further questions.

Sincerely,

Michael P. Laughlin, AICP
City Planner

Cc: Mayor and City Council
Sean Rabe', City Manager

Attachments: April 9, 2012 Letter from the Town of Colma
January 27, 2012 Letter from Town of Colma
May 19, 2011 Letter from Town of Colma



TOWN OF COLMA

1198 El Camino Real • Colma, California • 94014-3212
Tel 650-997-8300 • Fax 650-997-8308

April 9, 2012

SENT ELECTRONICALLY

City Council

Raquel Gonzalez
Mayor

Joanne F. del Rosario
Vice Mayor

Joseph Silva
Council Member

Diana Colvin
Council Member

Council Member
Helen Fiscaro

City Treasurer

Laura Walsh

City Officials

Laura Allen
City Manager

Robert L. Lotti
Chief of Police

Roger Peters
City Attorney

Cyrus Kianpour
Acting City Engineer

Brad Donohue
Acting Public
Works Director

Michael Laughlin, AICP
Acting City Planner

Brian Dossey
Director of Recreation
Services

Lori Burns
Human Resources Manager

Ms. Athena Ullah
Association of Bay Area Governments
P.O. Box 2050
Oakland, CA 94604

RE: Comments on the Jobs-Housing Connection Scenario

Dear Ms. Ullah,

Per your request seeking comments on the Jobs-Housing Connection Scenario, the Town of Colma has several comments on the draft document and supporting spreadsheets. We have also attached the two previous letters that we have sent regarding the SCS process, and you will find our responses in this letter consistent with these two letters. The Town of Colma appreciates the opportunity to provide these comments. Specifically, you requested that we respond to the following questions:

1. Please provide your thoughts on the job and housing distribution methodologies utilized in the Jobs –Housing Connection Scenario

After reviewing the draft Jobs-Housing Connection Scenario, the narrative made sense and could be a plausible growth pattern and rate for the Bay Area. The graphs and projections for the scenario make sense, but continue to be too high and optimistic given the new economy. Figure 3 shows regional employment increasing substantially between 2010 and 2020, with more moderate increases in following decades, where it would make more sense to apply the moderate growth rate starting in 2010. Figure 4 shows an extremely optimistic increase in professional jobs, far exceeding historic trends and cyclical ups and downs of this sector. For Colma, being almost fully built-out, we are expecting to see only modest job growth within our existing retail and service sectors, and an even more limited increase in the professional sector.

Likewise, housing distribution continues to seem unrealistic, except in those locations where residential development is planned to occur within the Bay Area. As will be discussed below (using Colma as an example), unrealistic housing growth expectations are being placed in PDA's, with little regard to the existing uses within them. The assumptions seem to suggest a wholesale redevelopment and intensification with high density housing (at higher densities than permitted in local General Plans) which has

only historically occurred in redevelopment areas. With profitable existing land uses, property owners are not going to voluntarily offer to build mixed-use projects and risk losing existing businesses while taking several years to entitle and build new buildings. Colma's existing retail shopping centers and auto businesses have remained largely unchanged for the last 20 years, without any indication that they will change in the next 20 years as long as the existing land uses remain profitable. Without any redevelopment agencies (and Colma has never had one) there are no tools to require or incentivize land use changes. Developer financing also remains tight, and will likely remain so into the future.

For the Town of Colma, the ABAG methodology linking the production of jobs to housing production, even when weighted, seems problematic. Colma exists first as a regional provider of cemetery land and services (comprising 76% of our land area) and a regional provider of consumer goods. The Town provides the commercial services that are not available to people living in the southern and western portions of San Francisco and portions of Daly City and cities south of us. To support these businesses, Colma will never be able to have a jobs/housing balance or be able to produce housing that will meet even modest job growth within the Town.

2. Please provide any feedback on the housing and job growth distributions to your PDAs and your jurisdiction.

As stated in our previous letters, the predominant cemetery land use in Colma (much of which is within the El Camino Real PDA) makes any residential development extremely limited to only a few small sites within the town. The small sites that do exist on the El Camino Real have an office zoning, and are not appropriate for residential use, and residential use is not permitted under the General Plan or Zoning. Residential uses are permitted in the Commercial zone, but, as stated above, existing profitable businesses are not going to voluntarily develop mixed use projects to create housing, even if the zoning allows it.

Based on ABAG employment projections between 1990 and 2010, Colma businesses employ an average of just over 2,400 people. The employment figures in the "jurisdictions" table indicate that Colma jobs could increase from approximately 2,790 in 2010 to 3,210 by 2040. While this increase is plausible, without the construction of new businesses or offices, job growth could be much more modest and subject to economic fluctuations of the retail sector, which means that employment growth could remain at its present level or even decrease slightly. The general model used by ABAG assumes that as knowledge based jobs increase in the region, then the number of other types of jobs and businesses follow to support this growth. With limited knowledge base job growth expected within Colma, it will not lead to the construction of new retail or service

businesses, only increased patronage of existing businesses. In addition, since the common brick and mortar stores are becoming less common (or reducing their footprint) as more purchases are made on-line, it is less plausible that additional retail or service tenant space (or jobs) will be produced, only recycled and subdivided.

3. Please review the data used to construct the distributions and provide any corrections. In particular, provide any corrections to the following data in the Jobs-Housing Connection Housing Distribution Details spreadsheet (provided):

- Local PDA Housing Unit Growth: column S ("All Areas" worksheet)

This worksheet suggests that Colma could see an increase of 200 units between 2010 and 2040. As described in our last letter, we see any number over 150 units to be infeasible based on land use constraints and land availability. In addition, the starting number of 564 housing units from the 2010 Census is wrong. Due to our small size, we have precisely identified the existence of only 433 housing units within the town and we are currently challenging the U.S. Census figure. We would like to request that ABAG insert this value into your spreadsheets. An almost 50% increase in existing units without land resources or likelihood that existing commercial uses will redevelop to include housing is not plausible.

In looking at the remaining line items for Colma, it appears that ABAG is treating Colma's PDA area along the El Camino like all other PDAs, not recognizing that almost all of the land is either: in cemetery use that will not and cannot legally be changed to another use; is an existing single family neighborhood that is not going to intensify; or is comprised of successful businesses that have no plans to redevelop. There have been no adjustments made in columns BA-BE that would account for this reality.

- Local Jurisdiction Housing Unit Growth: column H ("Jurisdictions" worksheet)

If we are reading the Jurisdictions worksheet correctly, we believe that ABAG has also been remiss by assuming that because we have a large area of our town in the El Camino PDA and because we are close to transit (Colma BART) that a full complement of units could be built. Based on our reading of line 67 of the "Jurisdictions" table, it appears that our previous letter was largely ignored since the maximum 150 units was entered in column H, but that a reduction of only 1 unit (assuming to be outside of the PDA area) was made in the table. The unit adjustments should be greater (in the neighborhood of 50 units), resulting in a total that should not exceed a maximum of 150 units that could be built by the year 2040.

4. Do you believe that with this scenario your local jurisdiction can advance the goals and principles of the Sustainable Communities strategy?

While the Town would like to advance the goals and principles of the Sustainable Communities Strategy, the lack of developable land will limit our contribution. Colma is unique in that it is a town that provides for regional commercial opportunities that draw from a much wider market area than the town limits. In addition, it provides a regional supply of cemetery land, primarily to serve the City of San Francisco since in-ground cemeteries were removed from San Francisco at the beginning of the last century. Over 76% of Colma's land area is designated and/or deed restricted for only cemetery use, and a large portion is within the El Camino PDA. Colma incorporated in 1924 to protect cemetery land use. Colma's opportunities to provide housing are also further limited based on the limited availability of developable land with the appropriate General Plan designation or zoning, which are not proposed to be changed in order to respect the cemetery land use.

We appreciate ABAG's monumental effort in trying to realistically quantify job growth and housing for the region, and to locate, plan and put resources behind this anticipated growth. What is challenging for individual cities in this process is that there are non-quantifiable nuances to each City that cannot be fully captured by the data. It is the Town of Colma's hope that by understanding the dynamic of our unique Town, that more realistic projections can be produced as the Jobs-Housing Connection Scenario is further developed.

Please feel free to contact me or Michael Laughlin if you have any further questions.

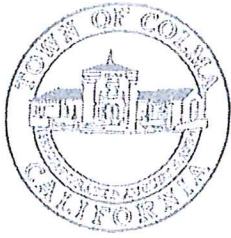
Sincerely,



Laura Allen
City Manager

Cc: Mayor and City Council
Johnny Jaramillo, Association of Bay Area Governments
Richard Napier, San Mateo City/County Association of Governments
Joseph Kott, San Mateo City/County Association of Governments
Michael Laughlin, AICP, Acting City Planner

Attachments: January 27, 2012 Letter from Town of Colma
May 19, 2011 Letter from Town of Colma



TOWN OF COLMA

1198 El Camino Real • Colma, California • 94014-3212
Tel 650-997-8300 • Fax 650-997-8308

January 27, 2012

SENT ELECTRONICALLY

City Council

Raquel Gonzalez
Mayor

Joanne F. del Rosario
Vice Mayor

Joseph Silva
Council Member

Diana Colvin
Council Member

Council Member
Helen Fiscaro

City Treasurer

Laura Walsh

City Officials

Laura Allen
City Manager

Robert L. Lotti
Chief of Police

Roger Peters
City Attorney

Cyrus Kianpour
Acting City Engineer

Brad Donohue
Acting Public
Works Director

Michael Laughlin, AICP
Acting City Planner

Brian Dossey
Director of Recreation
Services

Lori Burns
Human Resources Manager

Ms. Sailaja Kurella
Association of Bay Area Governments
P.O. Box 2050
Oakland, CA 94604

RE: Comments on the Alternative Scenarios

Dear Ms. Kurella,

As part of the Bay Area's process of preparing a Sustainable Communities Strategy in compliance with SB 375, The Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) have circulated Alternative Scenarios to guide in the preparation of the Preferred Scenario. The Town of Colma appreciates the opportunity to provide the following comments.

On May 19, 2011, the Town of Colma sent a letter commenting on the Initial Vision Scenario (IVS). A copy of this letter is attached for your reference and review. In the letter, we outlined the reasons why the adding of up to 912 units in the Town of Colma by the year 2035 is not realistic or attainable. For the Alternative Scenarios, the number of housing units projected are lower but remain too high to be attainable or plausible. In conversations with Marisa Raya regarding the modeling used to generate the numbers, she indicated that some density reductions were applied to the Colma portion of the El Camino Real PDA in recognition of the predominant cemetery land uses within the PDA. We believe these density reductions were insufficient.

For the Town of Colma, here are the projected number of additional households and jobs for the three relevant scenarios:

Forecasts for Town of Colma and San Mateo County to 2035			
	Constrained Core Concentration	Focused Growth	Outward Growth
New Households in Colma	609	521	210
Households in San Mateo County	15,470	12,420	10,560
New Jobs in Colma	511	503	421
Jobs in San Mateo County	22,870	21,200	18,430

The projected numbers are not in line with historic residential growth, nor do they recognize the availability of developable land within the Town. Town records indicate that the Town has only 403 residential units, and the current higher 2010 Census number is being challenged. In the last decade, Colma added only 65 new units, 63 of which were part of the Verano project on Mission Road, which was an unusually large housing project for the Town. Even fewer units were added in the 1990's. In 2011, the Town *lost* residents when a local senior assisted living facility closed. The Town's draft Housing Element for the years 2007-2014 identifies potential housing sites for 63 units. Due to the economy, there has been no developer interest in these sites, and they have yet to be developed.

Existing commercial uses within the El Camino Real PDA include predominantly larger retail stores and auto dealerships. The Town of Colma auto row started approximately 40 years ago, and there is no indication that this land use will change within the 30 year plan life. As you can appreciate, since auto sales and auto repair are incompatible as a mixed uses with residential, we do not anticipate any new residential growth in these areas.

We believe that the ABAG projections did not take into consideration land use designations in our General Plan. The Town has worked very hard to maintain an appropriate and respectful land use pattern for cemetery use along the El Camino Real. With the exception of a few properties between Serramonte Boulevard and Collins Avenue, the General Plan and Zoning along El Camino Real is cemetery or low intensity office, which does not permit residential development.

In closing, our May 19, 2011 letter stated that accommodation of more than 150 units would require developing housing some distance from the El Camino Real, conversion of existing revenue producing commercial property, or modifications to existing cemeteries (which is not legally possible). Therefore, based on historic residential growth, the economy, our General Plan and available land, we believe that the most units the Town could accommodate within thirty years would be something much less than 150 units and the Preferred Scenario should reflect this reality. Our City Council will be reviewing the Alternative Scenarios at their February 8, 2012 meeting, so additional comments may be forthcoming.

Sincerely,



Laura Allen
City Manager

Cc: Mayor and City Council
Marisa Raya, Association of Bay Area Governments
Richard Napier, San Mateo City/County Association of Governments
Joseph Kott, San Mateo City/County Association of Governments
Michael Laughlin, AICP, Acting City Planner

Attachment: May 19, 2011 Letter from Town of Colma

ATTACHMENT A



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Acting City Planner

Brian Dossey
Director of Recreation
Services

Lori Burns
Human Resources Manager

May 19, 2011

SENT ELECTRONICALLY

Ms. Marisa Raya
Association of Bay Area Governments
P.O. Box 2050
Oakland, CA 94604

RE: Comments on the draft Initial Vision Scenario

Dear Ms. Raya,

As part of the Bay Area region's process of preparing a Sustainable Communities Strategy in compliance with SB375, the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) have circulated the draft Initial Vision Scenario (IVS) for public review and comment. The Town of Colma (Colma) appreciates the opportunity to provide the following comments.

Colma understands that the IVS is the allocation of forecasted regional job growth and housing need, without consideration of such factors as regulatory, environmental or physical constraints regarding future development.

Our understanding of the IVS is that all of Colma's projected future housing growth, as shown on Map 3.6, *San Mateo County Place Types for Priority Development Areas and Growth Opportunity Areas* is located along the *El Camino Real Corridor Priority Development Area* which extends from the Southerly boundary of San Francisco through to San Jose. Although elsewhere in the IVS, Colma's projected development was described as dispersed throughout the jurisdiction, it was confirmed through follow-up discussions with ABAG staff that the focus of future development in Colma was along the El Camino Real Priority Development Area (PDA). In Table 3.7, *San Mateo County Initial Vision Scenario Household Growth 2010-2035 for Priority Development Areas and Growth Opportunity Areas by Jurisdiction*, Colma is shown as having 460 housing units today, and adding 912 housing units by 2035, nearly tripling the number of housing units.

We would like to briefly describe some key factors about Colma that will affect our ability to add housing units to our community consistent with the IVS.

1. First, and foremost, Colma serves a regional need for cemeteries. Colma was incorporated in 1924 by cemetery operators who were forced to relocate their cemeteries out of San Francisco in the early part of the 20th Century. Colma has 15 active

cemeteries, two pauper cemeteries with unmarked graves, and one pet cemetery. They occupy about 76 percent of the land area in Colma. In accordance with California's Cemetery Act (Health and Safety Code, 8550 et seq), cemetery land that has been laid out for burial sites is subject to a recorded declaration limiting the use of the land to cemetery use, which can only be lifted by a Superior Court action (H & SC, Section 8580).

2. A majority of the land in Colma that is within one quarter mile of El Camino Real (ECR) is in active cemetery use at this time. Seventy percent of the land fronting along ECR is designated for cemetery use and nearly all of that has already been used for cemetery purposes. The exceptions are adjacent to the Colma BART station, Town offices and commercial development along Serramonte Boulevard on either side of ECR, and land along Mission Road south of ECR to Colma's south boundary. The Mission Road area is generally developed with commercial uses.

3. The land in Colma not in cemetery use includes its commercial areas and areas to the east of Hillside Blvd. Colma has two shopping centers located along Junipero Serra Blvd., a Kohl's Store at the intersection of Serramonte Blvd. and ECR and an Auto Row along Serramonte Blvd. Much of this commercial development is over one-quarter mile from ECR and, therefore, does not provide good locations for compact, transit-oriented development. The areas not yet in cemetery use along Hillside Blvd. are over two-thirds of a mile from ECR or the South San Francisco BART station.

4. Colma is recognized as a low property tax community because of Proposition 13. Over 50 percent of its General Fund budget comes from sales tax revenue. Conversion of its commercial areas to housing development would seriously affect Colma's ability to provide municipal services to the residents and businesses in Colma.

5. Colma's draft Housing Element identifies sites to accommodate a total of 75 residential units, and these sites are along or near ECR. There are some sites, such as the existing Kohl's store, and the southern portion of Mission Road where a combination of additional development and redevelopment may accommodate 50 to 75 units. Accommodation of more than 150 units would require developing housing at some distance from ECR, conversion of existing, revenue producing commercial property, or modifications to existing cemeteries.

ABAG/MTC has requested that five questions be considered in developing individual responses to the IVS. The questions, and the Town's responses, follow.

1. Is the proposed place type appropriate for your Priority Development Area(s), Growth Opportunity Area(s)? Given the availability of resources, is the proposed urban scale, mix of uses and expected household growth appropriate?

El Camino Real (ECR) through Colma as a "Mixed-Use Corridor" place type. This designation is appropriate for those areas in close proximity to either the Colma and SSF BART stations, and is consistent with Colma's General Plan. However, from the BART

crossing south to Mission Road, most of the land along ECR is in cemetery use and not available for redevelopment as mixed use. Therefore, the Mixed-Use place type is appropriate in Colma only next to the two BART stations..

2. What transportation improvements would help support those Priority Development Area(s), Growth Opportunity Area(s) in your jurisdiction?

The projected household growth in Colma, particularly if developed throughout the jurisdiction and not just focused along El Camino Real, would require significant improvements to transit systems.

3. What additional funding would be needed to support housing growth?

The projected housing growth would require significant infrastructure investments, including, but not limited to, improvements to public safety, schools, parks, transit, roads, and other utility infrastructure. Compact, transit oriented growth would occur mostly on lands currently designated for commercial use, and potentially impact sales tax generation on these lands. Colma relies heavily on sales tax revenues to fund its services, and a negative impact on tax-generating land uses would jeopardize Colma's ability to continue to provide municipal services.

4. If the Initial Vision Scenario growth estimate is too high, should some of the growth be shifted to another part of your jurisdiction, elsewhere in the County, or elsewhere in the region?

Colma has areas near the Colma BART station and South San Francisco BART station that are appropriate for mixed-use and higher-density residential development and these areas have been identified in Colma's General Plan for such development. However, these limited areas appropriate for compact, transit oriented use are not sufficient for 912 housing units. The proposed units cannot be allocated elsewhere in the community because of land in cemetery use, and because areas along Hillside Blvd. are too far from ECR and BART stations to provide transit oriented development. Developing 912 housing units in Colma would violate the overall objectives guiding the IVS, as follows:

- *Strengthening the character of places through sustainable development.*
In consideration of the projected 198.3% increase in the number of households in Colma, and the physical and regulatory constraints of Colma's cemetery uses along El Camino Real, the growth pattern would run counter to this objective. Colma's limited amount of non-cemetery land would have to be considered for residential development only, thereby reducing land use diversity and threatening community character while increasing significant impacts to public services.
- *Location of future housing and jobs next to transit, amenities and services.*
As mentioned previously, the projected number of households in the "unconstrained" IVS would require land not located in the vicinity of existing

transit, services or amenities to be used for higher-density housing. Such areas are largely underserved by transit and would require significant improvements to infrastructure and services to minimize the impacts of residential development. This scenario would potentially increase greenhouse gas emissions and would increase the need for significant transit and infrastructure improvements.

Colma does not have the in-depth knowledge of other jurisdictions to provide suggestions of where else the housing could be located.

5. What are the challenges for your local jurisdiction to attract and retain jobs that match your local workforce?

The projected 198.3% increase in Colma households during the 25-year planning period is far more than the projected overall Bay Area household increase of 33.8%. Finding appropriate land to provide for this considerable increase in households will certainly impact the existing job-creating commercial lands. Conversion of commercial lands for residential use will detrimentally impact Colma's ability to attract job-creating businesses.

In closing, the Colma sees the "unconstrained" scenario as unrealistic and unattainable, given the significant constraints of providing and protecting lands associated with cemetery uses while meeting the stated objectives in the IVS. We hope that our very real constraints will be carefully considered and taken into account in developing the scenario to be used in the Sustainable Communities Strategy.

Sincerely,



Laura Allen
City Manager

cc: Mayor and City Council
Colette Meunier, AICP, Acting City Planner
Richard Napier, San Mateo City/County Association of Governments
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ATTACHMENT A



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May 19, 2011

SENT ELECTRONICALLY

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Sincerely,



Laura Allen
City Manager

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