



**AGENDA
REGULAR MEETING**

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

**Wednesday, March 23, 2016
7:00 PM**

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

PUBLIC COMMENTS

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

CONSENT CALENDAR

1. Motion to Accept the Minutes from the March 9, 2016 Regular Meeting.
2. Motion to Adopt a Resolution Authorizing the Continued Over Hire of One Police Officer for a Twelve (12) Week Period from March 7, 2016 to June 6, 2016.
3. Motion to Adopt a Resolution Amending Chapter 1, Subchapter 17, of the Colma Administrative Code, Relating to Social Media.
4. Motion to Adopt a Resolution Approving Second Amendment to Employment Contract with Sean Rabé.

PUBLIC HEARING

5. TEMPORARY USE PERMIT – 2001 HILLSIDE BOULEVARD

Consider: Motion to Adopt a Resolution Approving a Temporary Use Permit for an Automobile Dealership Vehicle Inventory Storage Lot at 2001 Hillside Boulevard (APN: 011-360-490) Pursuant to CEQA Guideline 15304(e).

NEW BUSINESS

6. CHANGES TO RECREATION LEADER AND FACILITY ATTENDANT POSITIONS

Consider: Motion to Adopt a Resolution Reclassifying and Increasing Salaries for Recreation Leader Positions, Increasing Salaries for Facility Attendant Positions, and, Directing the City Manager to Assign Part-Time Recreation Employees to Appropriate Class and New Salary Schedule.

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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**MINUTES
REGULAR MEETING**

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

Wednesday, March 9, 2016

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

CLOSED SESSION – 6:00 p.m.

1. In Closed Session Pursuant to Government Code § 54957 – Public Employee Performance Evaluation

Title: City Manager

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

Agency Designated Representative: Mayor Diana Colvin

Unrepresented Employee: City Manager

3. 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

Unrepresented Employees: All

4. 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 Communications/Records Association

Unrepresented Employees: All

CALL TO ORDER – 7:00 p.m.

Mayor Diana Colvin called the Regular Meeting of the City Council to order at 7:09 p.m.

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

Staff Present – City Manager Sean Rabé, City Attorney Christopher Diaz, Chief of Police Kirk Stratton, City Planner Michael Laughlin, Finance Director Paul Rankin, Director of Recreation Brian Dossey, City Clerk Caitlin Corley, and Administrative Technician Darcy De Leon were in attendance.

REPORT FROM CLOSED SESSION

Mayor Colvin reported that during Closed Session, Council gave direction to staff regarding labor negotiations.

ADOPTION OF THE AGENDA

Mayor Colvin asked if there were any changes to the agenda. None were requested. The Mayor asked for a motion to adopt the agenda.

Action: Council Member del Rosario moved to adopt the agenda; 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	✓				
	5	0			

PUBLIC COMMENTS

Mayor Colvin opened the public comment period at 7:11 p.m. and seeing no one come forward to speak, she closed the public comment period.

CONSENT CALENDAR

- 5. Motion to Accept the Minutes from the February 24, 2016 Regular Meeting.
- 6. Motion to Approve Report of Checks Paid for February 2016.
- 7. Motion to Adopt a Resolution Approving First Amendment to Contract with Best Best & Krieger LLP for Legal Services.

Action: Vice Mayor Fiscaro moved to approve the Consent Calendar items #5 through 7; the motion was seconded by Council Member del Rosario 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	✓				
	5	0			

NEW BUSINESS

8. FY 2014-15 BASIC FINANCIAL STATEMENT AND AUDIT

City Manager Sean Rabé and Finance Director Paul Rankin introduced Michael O'Connor from the firm R.J. Ricciardi, Certified Public Accountants, to present the staff report. Mayor Colvin opened the public comment period at 7:28 p.m. Resident William Deguia made a

comment. The Mayor closed the public comment period at 7:29 p.m. Council discussion followed.

Action: Vice Mayor Fiscaro moved to Adopt a Resolution Accepting Auditor’s Reports and Financial Statements for the Fiscal Year Ending June 30, 2015; the motion was seconded by Council Member del Rosario 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	✓				
	5	0			

9. **2016 ADULT HOLIDAY EVENT**

Director of Recreation Service Brian Dossey presented the staff report. Mayor Colvin opened the public comment period at 7:43 p.m. Resident Eliana Gonzalez made a comment. She closed the public comment period at 7:45 p.m. Council discussion followed.

Action: Council Member Gonzalez moved to Adopt a Motion Directing Staff to Plan and Coordinate an Adult Holiday event at the South San Francisco Conference Center on December 10, 2016; to Set the Participation Fee for the Adult Holiday Party At \$15 For Adults and \$10 for Seniors and Disabled; and to Plan and Coordinate the Annual Town Picnic for September 10, 2016; the motion was seconded by Council Member Helen 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	✓				
	5	0			

COUNCIL CALENDARING

The next Regular City Council Meetings will be Wednesday, March 23, 2016 and Wednesday, April 13 at 7:00 p.m.

REPORTS

Diana Colvin

- Daly City Host Lions Club 75th Anniversary Gala Celebration – 2/26
- Mid-Peninsula Boys and Girls Club Youth of the Year Event – 2/27

Helen Fiscaro

Daly City Host Lions Club 75th Anniversary Gala Celebration – 2/26
Mid-Peninsula Boys and Girls Club Youth of the Year Event – 2/27

Raquel “Rae” Gonzalez

Council of Cities Dinner, hosted by South San Francisco – 2/26

City Manager Sean Rabé reported on the following topics:

- Update on the Town Hall Renovation Project.

ADJOURNMENT

The meeting was adjourned by Mayor Colvin at 8:05 p.m.

Respectfully submitted,

Darcy De Leon
Administrative Technician



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Kirk Stratton, Chief of Police
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 23, 2016
 SUBJECT: Police Officer Over Hire

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION AUTHORIZING THE CONTINUED OVER HIRE OF ONE POLICE OFFICER
 FOR A TWELVE (12) WEEK PERIOD FROM MARCH 7, 2016 TO JUNE 6, 2016

EXECUTIVE SUMMARY

The proposed resolution would allow the Colma Police Department to continue to employ one additional officer, previously approved for six weeks, in excess of its current staffing level, for an additional 12 weeks. The over hire was previously approved for six weeks until March 7, 2016. The additional 12-week over hire is a result of an unforeseen staffing issue that will be resolved within the 12-week period.

FISCAL IMPACT

The Colma Police Department has a police patrol budget of \$3,323,740. The cost to continue the over hire, for the entry level police officer for the 12-week time period, would be approximately \$40,000. That amount includes salary, wages and benefits. The current Fiscal Year 2015-16 police patrol budget can absorb the additional cost associated with over hiring because of a six-month salary savings from a vacant police officer position and a projected \$100,000 savings in the overtime budget during the FY15/16.

ANALYSIS

The Town of Colma FY15/16 budget authorized 11 police officer positions for the Colma Police Department. One of those positions will soon become vacant with a police officer's pending retirement. The City Council authorized the Police Department to hire a probationary police officer at the December 9, 2015 Council meeting, to fill a position that was to become vacant on March 7, 2016. However, due to an unforeseen staffing issue, the vacancy will not occur until June 6, 2016, at the latest.

The recruitment and hiring of a police officer is an extensive process that can take up to six months. This does not include the amount of time necessary to train an officer once they are hired. This process, called the field training program, can take another 16 weeks and is meant to prepare an officer to work as a solo police officer. The current over hire is due to complete training on or around May 25, 2016. Staff is recommending that the City Council authorize the continued over hire of one police officer position for an additional 12 week period. Doing so will ensure that the Police Department is fully staffed upon the upcoming vacancy.

Council Adopted Values

Approval of the proposed resolution is the *responsible* action because it will allow the police department to continue providing quality public safety services. The over hire will help meet the safety needs of the community, while allowing the department to achieve goals and expectations, fulfill countywide commitments and manage overtime expenses.

Alternatives

The City Council could choose not to adopt the resolution. Doing so is not recommended as the police department will not have the funding authorization for the over hire, and the anticipated vacancy may not be filled in a timely manner. Not filling the position in a timely manner will cause excessive delay due to the time it takes to hire and train an entry level police officer.

CONCLUSION

Staff recommends council approve resolution to continue to over hire one police officer for a total of 12 weeks at an approximate cost of \$40,000.

ATTACHMENTS

- A. Copy of Police Officer Expenditure Report
- B. Resolution

**Town of Colma - Entry Level Police Officer
Full Monthly Cost - Calculated 3/1/2016**

		Monthly	TOTAL
Police Officer Salary - Entry Level Based On 84 hrs / pp and \$41.54/hr		7,560	
Holiday Pay	5%	378	
Uniform	800	67	
Deferred Comp (Not subject to PERS)		100	
Monthly Compensation		8,105	8,105
Social Security	6.20%	503	
Medicare	1.45%	118	
Monthly Social Security		620	620
PERS Blended Rate FY 2016 Safety Applied to Base Less Deferred Comp		33.92% 8,005	2,715
	<u>Annual</u>		
Health- Based On avg budgeted	19071	1,589	
Dental	2484	207	
Vision	343	29	
Life	73	6	
Subtotal Insurance		1,831	1,831
GRAND TOTAL MONTHLY COMPENSATION BENEFITS			\$13,271
GRAND TOTAL <u>ANNUAL</u> COMPENSATION BENEFITS			\$159,255



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

**RESOLUTION AUTHORIZING THE CONTINUED OVER HIRE OF ONE POLICE OFFICER
FOR A 12-WEEK PERIOD FROM MARCH 7, 2016 TO JUNE 6, 2016**

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

1. Background

- (a) On June 10, 2015, the City Council of the Town of Colma approved the 2015-2016 fiscal year budget.
- (b) Included within this fiscal year budget is a staffing plan for the Colma Police Department that sets the number of police officers at a total of 11.
- (c) On December 9, 2015, the City Council adopted Resolution No. 2015-49 authorizing the over hire of one police officer from January 25, 2016 to March 7, 2016. This over hire was authorized due to an anticipated vacancy in the Department, and the desire of the Department to hire a potential candidate in advance of the vacancy.
- (d) Due to an unforeseen staffing issue, the vacancy originally anticipated on March 7, 2016, has now been extended. The unforeseen staffing issue will be resolved prior to June 6, 2016.
- (e) As the unforeseen staffing issue will extend the vacancy past March 7, 2016, the Department is now asking the City Council to extend the over hire period out from March 7, 2016 to June 6, 2016.

2. Order

- (a) The City Council hereby approves the continued over hiring of one additional police officer in excess of that identified in the 2015-2016 fiscal year budget for an additional 12-week period from March 7, 2016 to June 6, 2016.

Certification of Adoption

I certify that the foregoing Resolution No. 2016- __ was duly adopted at a regular meeting of said City Council held on March 23, 2016 by the following vote:

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

Joseph Silva					
Voting Tally					

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Christopher J. Diaz, City Attorney
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 23, 2016
 SUBJECT: Social Media Policy Amendments

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION AMENDING CHAPTER 1, SUBCHAPTER 17, OF THE COLMA
 ADMINISTRATIVE CODE, RELATING TO SOCIAL MEDIA

EXECUTIVE SUMMARY

The proposed resolution would amend Chapter 1, Subchapter 17, of the Colma Administrative Code to implement new changes to the Town's Social Media Policy. Due to settings in the Town's various social media sites that preclude the Town from turning off the ability of the public to comment, the proposed changes address the types of comments the Town reserves the right to remove in order to ensure legal compliance with the First Amendment and other constitutional protections.

FISCAL IMPACT

The City Council's adoption of the resolution is not anticipated to cause any fiscal impact as most social media sites are free to use, and the resolution simply implements policy changes to ensure legal compliance.

BACKGROUND

On February 11, 2015, the City Council adopted the Town's Social Media Policy. At the time of adoption, the Town was only making use of social media sites where public comments could be turned off. It is now understood that some sites, including Facebook and Instagram, do not allow for comments to be turned off and the proposed amendments to the Social Media Policy are intended to address this situation.

ANALYSIS

The resolution would amend the Town's Social Media Policy as follows:

- Amend Section 1.17.020 to include the names of additional social media sites the Town is currently using or may use in the future, including Instagram and LinkedIn.
- Amend Section 1.17.030 to make it clear that social media sites shall not serve as a place for Town business, and all Town business shall continue to be conducted through the Town's official website. This amendment also would require that the Town post on each social media site a statement to this effect.
- Amend Section 1.17.040 to detail the types of comments, if posted, that the Town reserves the right to remove. Because the Town is unable to turn off public comments on some sites, there is a strong argument that we have created either a designated or limited public forum for First Amendment constitutional analysis. This means that the Town can only remove comments consistent with state and federal case law determining what types of speech the government can restrict. The proposed list of the types of comments that the Town would reserve the right to remove is consistent with current state and federal case law. The amendment would list out the particular comments and provide clear guidance to the public that certain speech will not be tolerated on a Town social media site and will be removed. The types of comments or postings the Town would reserve the right to remove include the following:
 - Comments in support of or opposition to political campaigns or ballot measures;
 - Profane language or content;
 - Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - Sexual content or links to sexual content;
 - Solicitations of commerce;
 - Conduct or encouragement of illegal activity;
 - Information that may tend to compromise the safety or security of the public or public systems.

Council Adopted Values

The City Council's adoption of the resolution is the *responsible* thing to do as it would ensure compliance with the First Amendment and would ensure that the public is put on notice as to the types of comments the Town reserves the right to remove.

Sustainability Impact

The City Council's adoption of the resolution would implement policy changes to the Town's Social Media Policy that may lead to increased use of the Town's social media sites. Such increased use may reduce the amount of written material distributed to Town residents and the

public and thus could improve sustainability and reduce the Town's impact with regard to paper products.

Alternatives

The City Council could choose not to adopt the resolution. Doing so is not recommended as the Town would have no policy in place to remove comments on its social media sites that may rise to the level of profanity or discrimination.

CONCLUSION

The City Council should adopt the resolution to amend the Town's Social Media Policy.

ATTACHMENTS

- A. Resolution



RESOLUTION NO. 2016-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA
RESOLUTION AMENDING CHAPTER 1, SUBCHAPTER
17, OF THE COLMA ADMINISTRATIVE CODE,
RELATING TO SOCIAL MEDIA

The City Council of the Town of Colma hereby resolves:

ARTICLE 1. CAC SECTION 1.17.020 AMENDED.

Section 1.17.020 is hereby amended as follows:

1.17.020 Definitions

“Social Media sites” shall be defined as services through which multiple users can easily publish and share a wide variety of content, including written commentary, pictures, and video/audio files via the Internet. Social Media sites may include Facebook, Twitter, Instagram, LinkedIn, or any other site that meets the definition provided in this subchapter.

ARTICLE 2. CAC SECTION 1.17.030 AMENDED.

Section 1.17.030 is hereby amended as follows:

1.17.030 General Policy

- (a) The City Manager or his/her designee shall review and pre-approve a Town Department’s establishment and use of any Social Media site.
- (b) All Town Social Media site shall adhere to applicable Federal, State and local laws as well as Town policies and regulations.
- (c) All Town Social Media sites are subject to the California Public Records Act. Any and all content on a Town Social Media site, including, but not limited to, subscribers, postings, and comments may be considered a public record and could be subject to public disclosure.
- (d) Town Social Media sites shall be maintained by the designated Town of Colma employee(s) and shall be used for Town business purposes only. The Town Social Media Policy governs use of any Town administered Social Media site; regardless of whether the site(s) is (are) accessed from Town computers, computers outside the Town, or mobile devices.
- (e) The Ralph M. Brown Act (Brown Act) requires that public agencies deliberate and take action openly. Content and/or comments made by a Town Official via a Social Media site on Town-related issues within their jurisdiction could be subject to the requirements of the Brown Act. Town Elected Officials should refrain from posting simultaneous content or comments on any Town of Colma related issue on a Social Media site.
- (f) The Town of Colma reserves the right to restrict or remove any content that is in violation of any applicable law or the Town’s Social Media Policy. Any content which is removed

will be retained by the Town for a reasonable period of time, and will include the time, date, and user name (or screen name) of the content originator, when possible.

(g) All Social Media sites established and administered by the Town of Colma will clearly state that they are sponsored by the Town.

~~(h) Whenever possible, all Town of Colma Social Media sites shall be linked via the appropriate technology to the Town's website for forms, documentation, online services and any other information or services necessary to conduct business with the Town. The Town of Colma's website: www.colma.ca.gov will remain the Town's primary repository of information regarding Town operations, policy and business.~~

(i) The City Manager or his/her designee, ~~and individual Department heads~~, are responsible for assigning staff to update, respond to inquiries, and keep information current on Social Media sites.

(j) The objectives for participating in Social Media sites are to:

- (1) Disseminate information to our community and neighboring communities;
- (2) Demonstrate commitment to outreach and engagement and to monitor issues affecting the Town; and
- (3) Build and engage an "online community" of residents and businesses.

(k) All staff time used on Social Media sites shall be for the purposes of conducting Town business only.

(l) No communications made with the Town through Social Media sites shall be deemed to constitute public comment or legal notice to the Town or any of its agencies, officers, employees, agents or representatives where notice to the Town is required by any federal, state, local laws, rules or regulations. Any comment or notice shall be submitted to the Town and not through a Social Media site.

(m) No request made through a Town Social Media site shall constitute a request under the Public Records Act. Any request for a public record shall be submitted to the Town and not through a Social Media site.

(n) To ensure compliance with this section and the Policy, the Town shall post on each Social Media Site that all Town business shall be conducted through the Town's website at www.colma.ca.gov.

ARTICLE 3. CAC SECTION 1.17.040 AMENDED.

Section 1.17.040 is hereby amended as follows:

1.17.040 Comment Policy

(a) The Town of Colma is committed to serving the online community in a civil and unbiased manner. In order to streamline communication and to the extent feasible, Town Social Media sites will not allow direct comments or postings and the Town establishes its Social Media sites as non-public forums.

(b) In the event that a Social Media Site does not allow for the Town to restrict direct comments or postings, the Town reserves the right to remove any direct comments or postings that contain any of the following:

- (1) Comments in support of or opposition to political campaigns or ballot measures;
- (2) Profane language or content;
- (3) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- (4) Sexual content or links to sexual content;
- (5) Solicitations of commerce;
- (6) Conduct or encouragement of illegal activity;
- (7) Information that may tend to compromise the safety or security of the public or public systems.

(c) For each Social Media Site subject to subsection (b) above, the Town shall post on the Social Media Site the following information:

(d) "The Town of Colma reserves the right to remove postings or comments that violate the Town's Social Media Policy that can be found at www.colma.ca.gov in the Administrative Code, Chapter 1, Subchapter 17."

(e) The Town of Colma reserves the right to deny access to a Town Social Media site to any individual who violates the Town of Colma's Social Media Policy at any time, and without prior notice.

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 become effective immediately.

Certification of Adoption

I certify that the foregoing Resolution No. 2016-__ was adopted at a regular meeting of said City Council held on March 23, 2016 by the following vote:

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

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
FROM: Christopher J. Diaz, City Attorney
MEETING DATE: March 23, 2016
SUBJECT: Second Amendment to Employment Contract with Sean Rabé

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROVING SECOND AMENDMENT TO EMPLOYMENT CONTRACT WITH SEAN RABÉ

EXECUTIVE SUMMARY

Pursuant to City Council negotiations, the City Council and the Town's City Manager have discussed and agreed to a contract modification to the existing employment agreement between the Town and Mr. Rabé to address the severance provision. As provided for in the second amendment to the employment agreement, the severance provision has been modified to require twelve months of severance and COBRA benefits to be paid, in lieu of the current six months, if the City Council was to terminate the employment relationship without cause.

FISCAL IMPACT

The City Council's adoption of the resolution and execution of the second amendment is not anticipated to cause any current fiscal impact on the Town. The second amendment allows for the City Manager to receive twelve months of severance if the City Council chooses to terminate the employment relationship without cause. A fiscal impact on the Town would only occur in the limited scenario detailed in the severance provision.

BACKGROUND

On December 11, 2013, the Town entered into an employment agreement with Mr. Rabé to serve as the Town's City Manager. The City Council continues to be happy with Mr. Rabé's positive service as the City Manager. On February 11, 2015, the Town entered into a first amendment to the employment agreement to provide for an increase in base salary and to address a majority change on the City Council. The proposed second amendment would further amend the employment agreement with regard to severance as further detailed in this staff report.

ANALYSIS

The proposed second amendment will modify section 8(c), Severance Pay, to require that the Town pay for twelve months of severance, in lieu of the current six months, if the City Council was to terminate the employment relationship with Mr. Rabé without cause. It would also require the Town to pay twelve months of COBRA premiums for medical and dental insurance if the City Council was to terminate the employment relationship with Mr. Rabé without cause. This latter provision regarding COBRA payments could be limited if Mr. Rabé was to find other employment within the twelve month period as provided for in the severance provision.

All other terms and conditions of the employment agreement would remain unchanged.

Alternatives

The City Council could choose not to adopt the resolution or execute the second amendment. Doing so is not recommended as the City Council and Mr. Rabé are both in agreement on this modification and the City Council continues to be happy with Mr. Rabé's service as City Manager.

CONCLUSION

The City Council should adopt the resolution approving the second amendment to the employment agreement with Mr. Rabé.

ATTACHMENTS

- A. Resolution
- B. Second Amendment
- C. First Amendment
- D. Original Employment Contract

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

**RESOLUTION APPROVING SECOND AMENDMENT TO
EMPLOYMENT CONTRACT WITH SEAN RABÉ**

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

1. Background

- (a) On December 11, 2013, the City Council entered into an employment contract with Sean Rabé to serve as the Town's City Manager.
- (b) On February 11, 2015, Employer and Employee entered into a First Amendment to the Contract in order to increase base salary and to address a majority change on the City Council.
- (c) The City Council now seeks to further amend the City Manager's contract to address severance issues, subject to approval of an amendment to the employment contract.

2. Order

- (a) The Second Amendment to the employment contract between the Town of Colma and Sean Rabé, a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.
- (b) The Mayor shall be, and hereby is, authorized to execute this Second Amendment on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the Mayor and the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2016-__ was duly adopted at a regular meeting of said City Council held on March 23, 2016 by the following vote:

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

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk

**SECOND AMENDMENT TO
EMPLOYMENT CONTRACT WITH SEAN RABÉ**

This Second Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Sean Rabé ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this First Amendment. For reference purposes, this Second Amendment is dated March 23, 2016.

1. Recitals. This Second Amendment is made with reference to the following facts:

- (a) On December 11, 2013, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as City Manager.
- (b) On February 11, 2015, Employer and Employee entered into a First Amendment to the Contract in order to increase base salary and to address a majority change on the City Council.
- (c) The Employer and the Employee now seek to further amend the Contract to address the severance provision.
- (d) Employer and Employee now desire to enter into this Second Amendment to address the severance provision as provided herein.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES AND CONSIDERATION CONTAINED IN THIS SECOND AMENDMENT AND THE CONTRACT, THE PARTIES HEREBY AGREE AS FOLLOWS:

2. Subsection (c) of Section 8, "Severance Pay" of the Contract is hereby modified as follows:

- (c) *Severance Pay.* If the City Council terminates Employee's employment without cause, the Town shall pay Employee, on the effective date of termination, a lump sum cash payment equal to the Employee's base salary for twelve months, and shall pay COBRA premiums for medical and dental insurance for twelve months or until Employee becomes re-employed, whichever occurs first. The base salary shall be determined without regard to the value of any benefits provided to Employee.

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Execution. In Witness thereof, the parties hereto have signed this Second Amendment on the respective dates shown below and this Second Amendment, along with the First Amendment and the Contract constitutes the entire Agreement between the Parties.

Dated _____

Sean Rabé, Employee

Dated: _____

TOWN OF COLMA (Employer)

By _____
Diana Colvin, Mayor

**RESOLUTION NO. 2015-07
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING FIRST AMENDMENT TO
EMPLOYMENT CONTRACT WITH SEAN RABÉ**

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

1. Background

(a) On December 11, 2013, the City Council entered into an employment contract with Sean Rabé to serve as the Town's City Manager.

(b) The City Council now seeks to amend the City Manager's contract to increase his base salary and to prohibit termination for a six month period after a General Municipal Election or Special Election if there is a majority change on the City Council, subject to approval of an amendment to the employment contract.

2. Order

(a) The First Amendment to the employment contract between the Town of Colma and Sean Rabé, a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.

(b) The Mayor shall be, and hereby is, authorized to execute this First Amendment on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the Mayor and the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2015-07 was duly adopted at a regular meeting of said City Council held on February 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor	x				
Diana Colvin	x				
Helen Fisicaro	x				
Raquel Gonzalez	x				
Joseph Silva	x				
Voting Tally	5	0			

Dated 7/17/15

Joanne del Rosario
Joanne del Rosario, Mayor

Attest: Sean Rabé
Sean Rabé, City Clerk

**FIRST AMENDMENT TO
EMPLOYMENT CONTRACT WITH SEAN RABÉ**

This First Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Sean Rabé ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this First Amendment. For reference purposes, this First Amendment is dated February 11, 2015.

1. Recitals. This First Amendment is made with reference to the following facts:

(a) On December 11, 2013, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as City Manager.

(b) The Employer and Employee now seek to amend the Contract to increase the Employee's base salary and to prohibit the City Council from considering termination for a six month period after a General Municipal Election or Special Election if there is a majority change on the City Council, conditioned on the approval of an amendment to the Contract.

(c) Employer and Employee now desire to enter into this First Amendment to increase Employee's base salary and to prohibit termination as provided herein.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES AND CONSIDERATION CONTAINED IN THIS FIRST AMENDMENT AND THE CONTRACT, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Subsection (a) of Section 4, "Salary and Benefits," of the Contract is hereby modified as follows:

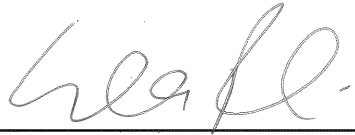
(a) *Salary.* Employer shall pay Employee a salary of \$190,000.00 per year, or such greater amount as may hereafter be approved by the City Council, which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.

2. Subsection (a) of Section 8, "At-will Employment; Termination by Employer; Severance Pay," of the Contract is hereby modified as follows:

(a) *At-will.* Notwithstanding any Town ordinance or resolution, this employment is "at-will," which may be terminated by either party, with or without notice, and with or without cause, except as expressly provided in this Contract. Consideration of Employee's termination by the City Council may not occur within six months after a General Municipal Election or Special Election wherein a majority of new members are elected to the City Council. Both Parties recognize and acknowledge that any termination of the City Manager's employment should be done in a business-like manner.

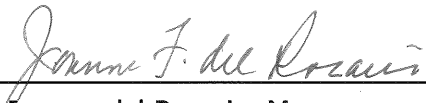
Execution. In Witness thereof, the parties hereto have signed this First Amendment on the respective dates shown below and this First Amendment and the Contract constitutes the entire Agreement between the Parties.

Dated 2/17/15


Sean Rabé, Employee

Dated: 2/17/15

TOWN OF COLMA (Employer)

By 
Joanne del Rosario, Mayor

**RESOLUTION NO. 2013-39
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPOINTING SEAN RABÉ AS CITY MANAGER
AND APPROVING EMPLOYMENT CONTRACT**

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

1. Background.

(a) Upon the resignation of Laura Allen as City Manager, the City Council retained the firm of Ralph Andersen to recruit candidates for the position of City Manager. Ralph Andersen conducted a nationwide search and presented over three dozen applications to the City Council for its consideration. The Council interviewed a short list of candidates and after evaluating his application, writing sample and two interviews, the Council selected Sean Rabe' to serve as City Manager for the Town of Colma, subject to confirmation and approval of an employment contract at an open and public meeting.

(b) For the past three years, Sean Rabé has served as City Manager for the City of Sutter and as General Manager for the Amador Regional Sanitation Authority. While serving as City Manager for the City of Sutter Creek, he also served as that city's Human Resources Director and its Interim Public Works Director. Previously, he had served as Assistant City Manager for Sutter Creek, as Transportation Planner for Amador County Transportation Commission, and as General Manager and Editor of the *Amador Ledger Dispatch* newspaper. Mr. Rabé was awarded a Master's degree in Public Policy by California State University, Sacramento, and is a member of several professional organizations, including the *International City Managers' Association*.

(c) Mr. Rabé is ready, able and willing to serve as City Manager of the Town of Colma. At a closed session held on November 26, 2013, the City Council offered to appoint Mr. Rabé as City Manager, subject to confirmation and approval of his salary at an open and public meeting.

(d) The City Council has tentatively negotiated an Employment Contract with Mr. Rabé. The contract is not subject to the Town's Purchasing Ordinance.

2. Order.

(a) Effective upon taking the Oath of Office, Sean Rabé (Employee) shall be and hereby is appointed City Manager of the Town of Colma and City Clerk of the Town of Colma. Employee shall be authorized to, and shall perform the functions and duties specified in the Municipal and Administrative Codes of the Town of Colma for the City Manager and the City Clerk and such other legally permissible and proper duties and functions as the City Council shall, from time to time, assign.

(b) The employment contract between the Town of Colma and Sean Rabé, a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.

(c) The Mayor shall be, and hereby is, authorized to execute said contract on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the Mayor and the City Attorney.

* * * * *

Certification of Adoption

I certify that the foregoing Resolution No. 2013-39 was duly adopted at a regular meeting of the City Council of the Town of Colma held on December 11, 2013, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor	X				
Raquel Gonzalez	X				
Joanne del Rosario	X				
Joseph Silva	X				
Diana Colvin	X				
<i>Totals:</i>	5	0			

Dated Jan 6, 2014

Helen Fisicaro
Helen Fisicaro, Mayor

Attest: William C. Norton
William C. Norton, City Clerk

EMPLOYMENT CONTRACT WITH SEAN RABE'

This Contract is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Sean Rabe' ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Contract. For reference purposes, this contract is dated December 11, 2013.

1. Recitals. This Contract is made with reference to the following facts:

- (a) Employer desires to employ the services of Employee as City Manager, as provided by the Municipal Code of the Town of Colma and by the laws of the State of California; and
- (b) It is the desire of the City Council to:
 - (i) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment;
 - (ii) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and
 - (iii) provide a just means for terminating Employee's services; and
- (c) Employee desires to serve as City Manager of the Town of Colma on the terms and conditions set forth herein.

2. Employment and Duties

- (a) Beginning January 27, 2014, Employer shall employ Employee as City Manager on the terms and conditions set forth herein, and Employee shall serve in said employment on these terms and conditions.
- (b) Employee shall perform the functions and duties of a city manager, as specified in the laws of the State of California and the ordinances and resolutions of the Town of Colma. Employee shall also perform such other legally permissible and proper duties and functions as the City Council shall, from time to time, assign.
- (c) Employee is expected to devote necessary time, within and outside normal business hours, to the business of the Town, and Employee shall be allowed flexibility in setting his own office hours to accommodate such activities.
- (d) Employee shall remain in the exclusive employ of Employer until termination of employment as hereinafter provided
- (e) On reasonable notice to the City Council, Employee may, and is encouraged, to attend conferences, professional development meetings and conventions as a part of his

duties, provided that the subject matter is related to Employee's duties and that attendance does not unduly interfere with performance of his regular duties.

(f) The City Manager shall be subject to and shall comply with the standards of conduct and ethical principles set forth in the Town's ordinances and resolutions, and with the ICMA Code of Ethics, a copy of which is attached as Exhibit A.

3. City Council Commitments

(a) *Annual Strategic Plan Workshops.* The City Council recognizes that to meet the challenges facing the Town, it must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with the City Manager and staff on creating and revisiting the City's strategic plan, setting goals and priorities for the City government, and working on issues that may be inhibiting the maximum achievement of the Town's goals. Each year, between January 1 and March 31, the City Council and the City Manager shall meet at an Annual Strategic Plan Workshop to review the City's existing Strategic Plan, review and establish goals and priorities for the City Manager to implement prior to the City Manager's annual performance evaluation or such other dates as determined in the course of the meeting, and to establish a relative priority among those goals and objectives within the Strategic Plan.

(b) *Performance Evaluations.* Beginning in 2015, the City Council shall meet with the Employee between January 1 and March 31 of each year to evaluate his performance, discuss performance expectations and other objectives, and consider an increase in his base salary. Any increase in Employee's base salary will be retroactive to January 1 preceding the review. The annual performance review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager during the strategic planning and goal setting workshops. Such criteria may from time to time be added to or deleted as the City Council determines in consultation with the City Manager.

(c) *Standards of Conduct and Ethics.* Neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics or the City Council Protocols set forth in the Colma Administrative Code, subchapter 1.02, as amended from time to time.

4. Salary and Benefits

(a) *Salary.* Employer shall pay Employee a salary of \$182,500.00 per year, or such greater amount as may hereafter be approved by the City Council, which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.



(b) *Deductions.* PERS Contribution and Employment Taxes. Employee shall be responsible for, and shall pay by deduction from Employee's pay check, Employee's contributions to the California Public Employees' Retirement System (Cal PERS) and all employment taxes to be paid by law by Employee including, but not limited to, the Federal Insurance Contributions Act (FICA), the Federal Unemployment Act (FUTA), and the State Unemployment Insurance Act (SUI).

(c) *No Reduction.* Employer shall not, at any time during this Contract, reduce the salary, compensation or other financial benefits of Employee except to the degree of such reduction across the board for all employees of Employer who are classified as "Local Miscellaneous Members" of the California Public Employees Retirement System.

(d) *Catch-all.* Except as specifically provided herein, Employee shall be entitled to receive all benefits of employment generally available to Employer's other executive and managerial employees when and as he becomes eligible for them.

(e) *Management leave.* Notwithstanding the provisions of the Town's Personnel Policies and Procedures Manual, which requires that management leave shall be prorated on the date of hire, Employer shall grant Employee ten days management on the date of hire.

(f) *Bonds.* Employer shall pay the cost of any employment bonds required for Employee by Employer.

(g) *Reservation of Rights.* Employer reserves the right to modify, suspend or discontinue any and all benefit plans, policies, and practices at any time without notice to or recourse by Employee, so long as such action is taken generally across the board for all employees of Employer.

5. Expenses and Allowances

(a) *Expense Policies.* Town shall pay for or provide the City Manager reimbursement for all actual business expenses consistent with Government Code section 53234 et seq., also known as "AB 1234" and subchapter 3.07 of the Colma Administrative Code.

(b) *Professional Development.* Employer shall pay for subscriptions, dues and membership fees and similar expenses to local, state and national professional associations and the International City Manager's Association (ICMA). Payment or reimbursement of reasonable travel, lodging and meals incurred in connection with attendance at professional meetings is subject to an annual limit of \$3,000.00, or such higher amount as may be approval by the City Council either through approval of the expense as a budget item or specific approval of a particular event.

(c) *Technology.* Employer shall, at Employer's expense, provide Employee with a Town-paid cell phone and tablet and associated phone and data plans.



6. Personnel Policies and Procedures Manual

(a) Except as explicitly provided to the contrary in this Contract, all provisions of the Town of Colma Personnel Policies and Procedures Manual in effect from time to time will be applicable to the City Manager.

(b) Employer may take disciplinary action relating to Employee without following the procedures set forth in the Colma Personnel Policies and Procedures Manual for imposing discipline. Nothing herein is intended to authorize any disciplinary action that would change Employee's status as an exempt employee under federal or state employment laws or as an at-will employee.

7. City Clerk

(a) Employer may also appoint Employee as City Clerk of the Town to perform the functions and duties specified in the Municipal Code of the Town of Colma and to perform other legally permissible and proper duties and functions as the City Council shall, from time to time, assign. There shall be no additional compensation for services as City Clerk.

(b) Notwithstanding any other provision in this Contract, Employer may terminate Employee as City Clerk at any time, and Employee shall not be entitled to any severance pay upon such termination.

8. At-will Employment; Termination by Employer; Severance Pay

(a) *At-will.* Notwithstanding any Town ordinance or resolution, this employment is "at-will," which may be terminated by either party, with or without notice, and with or without cause, except as expressly provided in this Contract. Both Parties recognize and acknowledge that any termination of the City Manager's employment should be done in a business-like manner.

(b) *Termination for Cause.* Employer may terminate this Contract at any time for cause. No severance shall be paid in the event of termination for cause.

(i) For purposes of this Contract, "cause" shall mean willful commission of a material act of dishonesty; willful disclosure of confidential information without prior authorization by the City Council; commission of an act punishable as a felony under California law; commission of a material act of moral turpitude; becoming unable to fully perform the essential duties of this contract due to drug or alcohol abuse; repeated and extended unexcused absences from the City Manager's office and duties; or a willful and serious violation of the Town's Standards of Conduct, as set forth in subchapter 3.03 of the Colma Administrative Code.



(ii) Employer must give written notice of its intent to terminate for cause. Within three calendar (3) days after delivery to Employee of such notice, Employee may, by written notification to the City Council, request a meeting before the City Council. Thereafter, the City Council shall fix a time for the meeting, which shall be held at the usual meeting place, and should be held within thirty (30) days of receipt of the written request from Employee, at which Employee shall appear and be heard, with or without counsel. The meeting shall be informal, and shall not involve the taking of testimony. The action of the council shall be final and binding.

(c) *Severance Pay.* If the City Council terminates Employee's employment without cause, the Town shall pay Employee, on the effective date of termination, a lump sum cash payment equal to the Employee's base salary for six months, and shall pay COBRA premiums for medical and dental insurance for six months or until Employee becomes re-employed, whichever occurs first. The base salary shall be determined without regard to the value of any benefits provided to Employee.

(d) *Deemed Terminated.* In the event that (i) the City Council refuses, following the giving of written notice of noncompliance and a reasonable opportunity to cure, to comply with any provision set forth in sections 3, 4 or 5 of this Employment Contract, (ii) the City Council imposes, following the giving of written notice of noncompliance and a reasonable opportunity to cure, a material reduction in the powers and authority of the City Manager, or (iii) the City Manager resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Manager resign, then, in that event, the City Manager may, at the City Manager's option, be deemed to be "terminated without cause" as of the date of such refusal to comply or suggestion to resign and the severance pay provision shall be actuated.

9. Termination by Employee

(a) *Notice.* Subject to the limitation hereinafter set forth in this section, the Employee may resign at any time from the Employee's position with Employer upon giving the City Council at least thirty (30) days' notice in writing of Employee's intention to resign, stating the reasons for his resignation. No severance shall be paid in the event of Employee's voluntary resignation or retirement.

(b) *Not in May.* Notwithstanding the foregoing, Employee agrees that voluntary resignation shall not take effect during the month of May, unless the City Council expressly agrees thereto. The purpose of this restriction is to minimize disruption to year-end budget planning.

(c) *No Personal Leave.* During the 30-day period after giving notice of termination, Employee agrees not to take any vacation leave or management leave without the express consent of the City Council. Employee further agrees, during said period, to



assist in transition of duties to the new City Manager as may be directed by the City Council.

(d) *No Other Restrictions.* Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from such position with Employer, subject only to the provisions set forth in this Contract.

10. Notice

Any notice required or permitted to be given under this Contract shall be sufficient if in writing and if sent by first class mail, postage prepaid, to Employee's residence in the case of the Employee, or to the City Attorney or to the Mayor in the case of the Employer.

11. Waiver of Terms

A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Employer, and the Employer shall be free to reinstate such part or clause.

12. Applicable Law

This Contract shall be governed by and shall be construed in accordance with the laws of the State of California.

13. Disputes

Any dispute that arises under or relates to this Contract (whether contract, tort, or both) shall be resolved in a court of competent jurisdiction located in San Mateo County. If an action is commenced by either party in connection with this Contract the prevailing party shall be entitled to an award of reasonable attorneys' fees

14. Investigation and Advice

Employee acknowledges that he has fully and independently apprized himself of the facts prior to entering into this contract and that he has been given a reasonable opportunity to consult with an attorney of his own choosing. Employee acknowledges that he has not received legal advice from the City Attorney and is not relying on any statements or representations of the City Attorney.

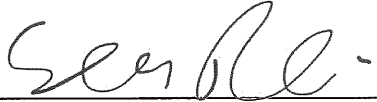
15. Entire Contract

This instrument supersedes all prior contracts between the parties and contains the entire contract of the parties. It may not be changed orally but only by an contract in writing signed by the party (and, with respect to Employer, approved by the City Council) against whom enforcement of any waiver, change, modification, extension or discharge is sought.



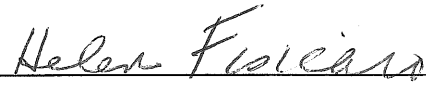
Execution. In Witness thereof, the parties hereto have signed this Contract on the respective dates shown below.

Dated 12/5/2013


Sean Rabe', Employee

Dated: 12/11/13

TOWN OF COLMA (Employer)

By 
Helen Fisicaro, Mayor





EMPLOYMENT CONTRACT WITH SEAN RABE'

This Contract is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Sean Rabe' ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Contract. For reference purposes, this contract is dated December 11, 2013.

1. Recitals. This Contract is made with reference to the following facts:

- (a) Employer desires to employ the services of Employee as City Manager, as provided by the Municipal Code of the Town of Colma and by the laws of the State of California; and
- (b) It is the desire of the City Council to:
 - (i) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment;
 - (ii) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and
 - (iii) provide a just means for terminating Employee's services; and
- (c) Employee desires to serve as City Manager of the Town of Colma on the terms and conditions set forth herein.

2. Employment and Duties

- (a) Beginning January 27, 2014, Employer shall employ Employee as City Manager on the terms and conditions set forth herein, and Employee shall serve in said employment on these terms and conditions.
- (b) Employee shall perform the functions and duties of a city manager, as specified in the laws of the State of California and the ordinances and resolutions of the Town of Colma. Employee shall also perform such other legally permissible and proper duties and functions as the City Council shall, from time to time, assign.
- (c) Employee is expected to devote necessary time, within and outside normal business hours, to the business of the Town, and Employee shall be allowed flexibility in setting his own office hours to accommodate such activities.
- (d) Employee shall remain in the exclusive employ of Employer until termination of employment as hereinafter provided
- (e) On reasonable notice to the City Council, Employee may, and is encouraged, to attend conferences, professional development meetings and conventions as a part of his



duties, provided that the subject matter is related to Employee's duties and that attendance does not unduly interfere with performance of his regular duties.

(f) The City Manager shall be subject to and shall comply with the standards of conduct and ethical principles set forth in the Town's ordinances and resolutions, and with the ICMA Code of Ethics, a copy of which is attached as Exhibit A.

3. City Council Commitments

(a) *Annual Strategic Plan Workshops.* The City Council recognizes that to meet the challenges facing the Town, it must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with the City Manager and staff on creating and revisiting the City's strategic plan, setting goals and priorities for the City government, and working on issues that may be inhibiting the maximum achievement of the Town's goals. Each year, between January 1 and March 31, the City Council and the City Manager shall meet at an Annual Strategic Plan Workshop to review the City's existing Strategic Plan, review and establish goals and priorities for the City Manager to implement prior to the City Manager's annual performance evaluation or such other dates as determined in the course of the meeting, and to establish a relative priority among those goals and objectives within the Strategic Plan.

(b) *Performance Evaluations.* Beginning in 2015, the City Council shall meet with the Employee between January 1 and March 31 of each year to evaluate his performance, discuss performance expectations and other objectives, and consider an increase in his base salary. Any increase in Employee's base salary will be retroactive to January 1 preceding the review. The annual performance review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager during the strategic planning and goal setting workshops. Such criteria may from time to time be added to or deleted as the City Council determines in consultation with the City Manager.

(c) *Standards of Conduct and Ethics.* Neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics or the City Council Protocols set forth in the Colma Administrative Code, subchapter 1.02, as amended from time to time.

4. Salary and Benefits

(a) *Salary.* Employer shall pay Employee a salary of \$182,500.00 per year, or such greater amount as may hereafter be approved by the City Council, which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.



(b) *Deductions.* PERS Contribution and Employment Taxes. Employee shall be responsible for, and shall pay by deduction from Employee's pay check, Employee's contributions to the California Public Employees' Retirement System (Cal PERS) and all employment taxes to be paid by law by Employee including, but not limited to, the Federal Insurance Contributions Act (FICA), the Federal Unemployment Act (FUTA), and the State Unemployment Insurance Act (SUI).

(c) *No Reduction.* Employer shall not, at any time during this Contract, reduce the salary, compensation or other financial benefits of Employee except to the degree of such reduction across the board for all employees of Employer who are classified as "Local Miscellaneous Members" of the California Public Employees Retirement System.

(d) *Catch-all.* Except as specifically provided herein, Employee shall be entitled to receive all benefits of employment generally available to Employer's other executive and managerial employees when and as he becomes eligible for them.

(e) *Management leave.* Notwithstanding the provisions of the Town's Personnel Policies and Procedures Manual, which requires that management leave shall be prorated on the date of hire, Employer shall grant Employee ten days management on the date of hire.

(f) *Bonds.* Employer shall pay the cost of any employment bonds required for Employee by Employer.

(g) *Reservation of Rights.* Employer reserves the right to modify, suspend or discontinue any and all benefit plans, policies, and practices at any time without notice to or recourse by Employee, so long as such action is taken generally across the board for all employees of Employer.

5. Expenses and Allowances

(a) *Expense Policies.* Town shall pay for or provide the City Manager reimbursement for all actual business expenses consistent with Government Code section 53234 et seq., also known as "AB 1234" and subchapter 3.07 of the Colma Administrative Code.

(b) *Professional Development.* Employer shall pay for subscriptions, dues and membership fees and similar expenses to local, state and national professional associations and the International City Manager's Association (ICMA). Payment or reimbursement of reasonable travel, lodging and meals incurred in connection with attendance at professional meetings is subject to an annual limit of \$3,000.00, or such higher amount as may be approval by the City Council either through approval of the expense as a budget item or specific approval of a particular event.

(c) *Technology.* Employer shall, at Employer's expense, provide Employee with a Town-paid cell phone and tablet and associated phone and data plans.

6. Personnel Policies and Procedures Manual

(a) Except as explicitly provided to the contrary in this Contract, all provisions of the Town of Colma Personnel Policies and Procedures Manual in effect from time to time will be applicable to the City Manager.

(b) Employer may take disciplinary action relating to Employee without following the procedures set forth in the Colma Personnel Policies and Procedures Manual for imposing discipline. Nothing herein is intended to authorize any disciplinary action that would change Employee's status as an exempt employee under federal or state employment laws or as an at-will employee.

7. City Clerk

(a) Employer may also appoint Employee as City Clerk of the Town to perform the functions and duties specified in the Municipal Code of the Town of Colma and to perform other legally permissible and proper duties and functions as the City Council shall, from time to time, assign. There shall be no additional compensation for services as City Clerk.

(b) Notwithstanding any other provision in this Contract, Employer may terminate Employee as City Clerk at any time, and Employee shall not be entitled to any severance pay upon such termination.

8. At-will Employment; Termination by Employer; Severance Pay

(a) *At-will.* Notwithstanding any Town ordinance or resolution, this employment is "at-will," which may be terminated by either party, with or without notice, and with or without cause, except as expressly provided in this Contract. Both Parties recognize and acknowledge that any termination of the City Manager's employment should be done in a business-like manner.

(b) *Termination for Cause.* Employer may terminate this Contract at any time for cause. No severance shall be paid in the event of termination for cause.

(i) For purposes of this Contract, "cause" shall mean willful commission of a material act of dishonesty; willful disclosure of confidential information without prior authorization by the City Council; commission of an act punishable as a felony under California law; commission of a material act of moral turpitude; becoming unable to fully perform the essential duties of this contract due to drug or alcohol abuse; repeated and extended unexcused absences from the City Manager's office and duties; or a willful and serious violation of the Town's Standards of Conduct, as set forth in subchapter 3.03 of the Colma Administrative Code.



(ii) Employer must give written notice of its intent to terminate for cause. Within three calendar (3) days after delivery to Employee of such notice, Employee may, by written notification to the City Council, request a meeting before the City Council. Thereafter, the City Council shall fix a time for the meeting, which shall be held at the usual meeting place, and should be held within thirty (30) days of receipt of the written request from Employee, at which Employee shall appear and be heard, with or without counsel. The meeting shall be informal, and shall not involve the taking of testimony. The action of the council shall be final and binding.

(c) *Severance Pay.* If the City Council terminates Employee's employment without cause, the Town shall pay Employee, on the effective date of termination, a lump sum cash payment equal to the Employee's base salary for six months, and shall pay COBRA premiums for medical and dental insurance for six months or until Employee becomes re-employed, whichever occurs first. The base salary shall be determined without regard to the value of any benefits provided to Employee.

(d) *Deemed Terminated.* In the event that (i) the City Council refuses, following the giving of written notice of noncompliance and a reasonable opportunity to cure, to comply with any provision set forth in sections 3, 4 or 5 of this Employment Contract, (ii) the City Council imposes, following the giving of written notice of noncompliance and a reasonable opportunity to cure, a material reduction in the powers and authority of the City Manager, or (iii) the City Manager resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Manager resign, then, in that event, the City Manager may, at the City Manager's option, be deemed to be "terminated without cause" as of the date of such refusal to comply or suggestion to resign and the severance pay provision shall be actuated.

9. Termination by Employee

(a) *Notice.* Subject to the limitation hereinafter set forth in this section, the Employee may resign at any time from the Employee's position with Employer upon giving the City Council at least thirty (30) days' notice in writing of Employee's intention to resign, stating the reasons for his resignation. No severance shall be paid in the event of Employee's voluntary resignation or retirement.

(b) *Not in May.* Notwithstanding the foregoing, Employee agrees that voluntary resignation shall not take effect during the month of May, unless the City Council expressly agrees thereto. The purpose of this restriction is to minimize disruption to year-end budget planning.

(c) *No Personal Leave.* During the 30-day period after giving notice of termination, Employee agrees not to take any vacation leave or management leave without the express consent of the City Council. Employee further agrees, during said period, to



assist in transition of duties to the new City Manager as may be directed by the City Council.

(d) *No Other Restrictions.* Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from such position with Employer, subject only to the provisions set forth in this Contract.

10. Notice

Any notice required or permitted to be given under this Contract shall be sufficient if in writing and if sent by first class mail, postage prepaid, to Employee's residence in the case of the Employee, or to the City Attorney or to the Mayor in the case of the Employer.

11. Waiver of Terms

A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Employer, and the Employer shall be free to reinstate such part or clause.

12. Applicable Law

This Contract shall be governed by and shall be construed in accordance with the laws of the State of California.

13. Disputes

Any dispute that arises under or relates to this Contract (whether contract, tort, or both) shall be resolved in a court of competent jurisdiction located in San Mateo County. If an action is commenced by either party in connection with this Contract the prevailing party shall be entitled to an award of reasonable attorneys' fees

14. Investigation and Advice

Employee acknowledges that he has fully and independently apprized himself of the facts prior to entering into this contract and that he has been given a reasonable opportunity to consult with an attorney of his own choosing. Employee acknowledges that he has not received legal advice from the City Attorney and is not relying on any statements or representations of the City Attorney.

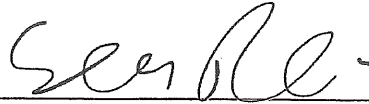
15. Entire Contract

This instrument supersedes all prior contracts between the parties and contains the entire contract of the parties. It may not be changed orally but only by an contract in writing signed by the party (and, with respect to Employer, approved by the City Council) against whom enforcement of any waiver, change, modification, extension or discharge is sought.




Execution. In Witness thereof, the parties hereto have signed this Contract on the respective dates shown below.

Dated 12/5/2013


Sean Rabe', Employee

Dated: 12/11/13

TOWN OF COLMA (Employer)

By 
Helen Fiscaro, Mayor







STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael P. Laughlin, AICP, City Planner
 Turhan Sonmez, Associate Planner
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 23, 2016
 SUBJECT: Temporary Use Permit – 2001 Hillside Boulevard

RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION APPROVING A TEMPORARY USE PERMIT FOR AN AUTOMOBILE DEALERSHIP VEHICLE INVENTORY STORAGE LOT AT 2001 HILLSIDE BOULEVARD (APN: 011-360-490) PURSUANT TO CEQA GUIDELINE 15304(e)

EXECUTIVE SUMMARY

The applicant, Cypress Abbey Company, is requesting a Temporary Use Permit (five-year term limit with option to apply for renewal) to use an existing paved area of the property, located at 2001 Hillside Boulevard ("Subject Property"), as a vehicle inventory storage lot for use by an automobile dealership in Colma.

FISCAL IMPACT

The Town will likely experience a fiscal benefit (in the form of increased sales tax revenue) from the project, as the proposed use would enable an automobile dealership to have a larger vehicle inventory in Colma. Staff has proposed a condition of approval which would require the automobile dealership to be located in Colma.

ANALYSIS

Background Regarding the Application

The Subject Property is currently being used as a golf course driving range and is surrounded by the landfill and cemetery uses. The paved area the Applicant proposes to use for vehicle storage is located west of the existing onsite parking lot used by driving range customers. The area was previously used as spill-over parking when the golf course, now closed, was in use. There is an existing locking gate at the property's entrance to provide secure access in and out of the property. The Subject Property is accessed by a private driveway off of Hillside Boulevard.

The Subject Property has a General Plan land use designation of Cemetery and is zoned Cemetery ("G").

Proposal Description

The proposed Temporary Use Permit would specifically authorize the use of the paved area designated on the attached site plan (Exhibit B) as a vehicle inventory storage lot for an automobile dealership in Colma. The permit would be valid for five (5) five years from the date of City Council approval. The permit would allow for a maximum vehicle inventory of 130 vehicles to be parked on the Subject Property. Vehicles would be parked in accordance with the parking arrangement indicated on the attached site plan. The automobile dealership would only have access to the site during Cypress Golf Course's Driving Range normal business hours (Monday – Sunday, 9am-7pm). Cars would be individually ferried to and from the site by auto dealer employees. Vehicle carrying trucks would be prohibited on the Subject Property.

Required Findings

Section 5.03.230(b) of the Colma Municipal Code requires that certain findings be made for approval of a Temporary Use Permit. The following findings, with supporting evidence, are provided by Staff in support of the recommended actions made in this report:

Findings Relating to CEQA Review

Pursuant to the Section 15304(e) of the State CEQA Guidelines, Class 4, Minor Alterations to Land, the project is exempt. The project is Categorically Exempt from further environmental review because the temporary parking of cars is considered a minor temporary use of land having negligible or no permanent effects on the environment. Since the proposed parking will occur in an area that is fully paved with asphalt and historically used for parking, discontinuance of the use in the future will leave no permanent effects on the environment. Further, less than ten (10) vehicles will be moved in or out of the site per day. This is a negligible increase over existing conditions.

Findings Relating Granting a Temporary Use Permit

- a) The proposed activity will not pose any significant land use consequences.

Discussion. The proposed use of the property for the parking of vehicle inventory belonging to a Colma automobile dealership will not pose any land use consequences. The Applicant is not proposing any improvements to the site except for delineating the vehicle storage area boundary and fire lane/emergency services access onsite. Due to existing trees and shrubs in the immediate vicinity, the paved area where the vehicles will be parked is not visible from Hillside Boulevard. Also, the automobile dealership will only access the site to move vehicles in and out during Cypress Golf Course's Driving Range normal business hours (Monday – Sunday, 9am-7pm). Car carriers will not off load at the site, cars will be ferried to the site by auto dealer employees. Staff is recommending a condition which limits the number of cars stored onsite to 130, and the proposed use of the property is temporary only (five-year term limit) and will end when the Temporary Use Permit expires Further, less than ten (10) vehicles will be moved in or out of the site per day.

- b) The proposed activity has direct access from a major or secondary thoroughfare.

Discussion. The Subject Property is directly accessible from Hillside Boulevard, identified as an arterial road in the Colma General Plan.

- c) Provision has been made to minimize noise and dust from the activity.

Discussion. Since the area the Applicant proposes to use for the parking of vehicles and the access driveway from Hillside Boulevard are both paved, there will be no dust created by the use. Staff is also recommending a condition that requires any areas where the pavement is cracked and earth is exposed to be filled in with a layer of gravel, to the satisfaction of the City Planner. The proposed use will generate a small amount of noise from engines and car doors being open and closed, but no sensitive receptors are in the vicinity and the anticipated noise would not be of a level that is inconsistent with common traffic noise.

- d) The property and principal building thereon is not in violation of any applicable zoning or building codes.

Discussion. With the proposed Temporary Use Permit, there would be no zoning or building code violations since the proposed vehicle inventory parking lot use is outdoors and not associated with a building. Also, existing uses and buildings on the Subject Property are consistent with the zoning code.

- e) The granting of the Permit will not be detrimental to the public health, safety or public welfare, or materially injurious to properties or improvements in the vicinity.

Discussion. The granting of the Temporary Use Permit will not be detrimental to the public health, safety or public welfare, or materially injurious to properties in the vicinity as conditioned. A condition has been added that limits the use of the site to new vehicles or used vehicles that are operable, have no body damage, and are in good overall condition. A condition has been added which prohibits any service/repairs to vehicles, or washing/painting of vehicles, to be conducted on the Subject Property. Storage of parts or inoperable wrecked cars would be prohibited. The area where vehicle storage will be conducted is screened by trees and vegetation and will not be readily apparent from Hillside Boulevard or adjoining properties.

- f) Existing property uses, large or small, will not be detrimentally affected by the proposed use.

Discussion. The existing paved area was previously used as spill-over parking when the golf course was in use; however, since the golf course is closed, it is not currently being used for parking. Also, the driving range has its own parking lot so there would be no parking impacts to the driving range use. The project site is surrounded by the landfill and cemetery uses which would not be affected by the proposed use, as the site will only be used for parking purposes and no impacts to surrounding properties will result from this type of use.

- g) The granting of the permit will not constitute a grant of special privilege inconsistent with the limitations imposed by this subchapter on the existing use of properties, large or small, within the Town of Colma.

Discussion. As a temporary use and as conditioned, the proposed use would be allowed and would be an appropriate use on the Subject Property since it is compatible with the district and surrounding land uses. The Town has previously granted similar limited-duration land use permits to allow automobile repair businesses to store vehicles on Cemetery ("G") zoned property in the Town; therefore, the granting of the permit would not constitute a grant of special privilege.

- h) The proposed use will not constitute a nuisance as to neighboring persons or properties.

Discussion. The project site is surrounded by the landfill and cemetery uses which would not be affected by the proposed use as the site will only be used for parking purposes and no impacts to surrounding properties will result from this type of use. It is anticipated that less than ten (10) vehicles will be moved in or out of the site per day, and this is a small increase over existing conditions such that it would not likely be noticeable to neighboring persons or properties.

- i) Provisions have been made, to the satisfaction of the City Council, to discontinue the temporary use, to clean the property, and to maintain future operations in compliance with all permits.

Discussion: A condition of approval is recommended that when the vehicle storage use ceases, any vehicles still stored onsite would be removed and the site would be cleaned, if necessary, by the property owner and/or automobile dealership. Also, the Applicant is not proposing any improvements to the site except for delineating the vehicle storage area boundary and the fire lane/emergency services access onsite.

Staff believes that, subject to certain conditions of approval, all the required findings can be made to grant the Temporary Use Permit. The proposed basis of the findings and the recommended conditions are set out in the attached Resolution.

Conditions of Approval

Based on a review of the application, a meeting with the applicant, a site inspection, a review by City Departments inclusive of the Colma Fire Protection District, staff is recommending several conditions of approval to assure that the use will be conducted in an appropriate manner. The proposed resolution contains conditions that limit the duration of the permit, the number of vehicles that can be stored, the hours of the day vehicles can be moved in and out of the site, and the type of vehicles stored onsite. Additional conditions are included which require the delineation of fire-lane/emergency service access and the use of a Knox Box on the gate for emergency access. A layer of gravel is recommended at a low spot in the parking area to address drainage.

Council Adopted Values

The recommendation is consistent with the Council value of *fairness* because the recommended decision on the Temporary Use Permit is consistent with how similar requests have been handled, and with the Council value of *responsibility* because the proposed use has been carefully reviewed and conditioned so that it will be consistent with adopted development policies and regulations, and compatible within its setting.

Sustainability Impact

The proposed vehicle storage use within Colma will have a limited sustainability impact. Allowing the use of this site for car storage will have less of an impact than if a site further from auto row was proposed for this purpose.

Alternatives

The following courses of action are available to the City Council:

1. Approve the Temporary Use Permit with modified or additional conditions of approval which would allow the proposed vehicle storage use. This alternative may increase or reduce restrictions on the Temporary Use Permit to satisfy specific City Council concerns.
2. Deny the Temporary Use Permit. This alternative is not recommended since it will not allow for needed vehicle storage by Colma auto dealers.

CONCLUSION

Staff recommends that the City Council approve the Temporary Use Permit application with the recommended conditions of approval.

ATTACHMENTS

- A. Resolution
- B. Site Plan



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

**RESOLUTION APPROVING A TEMPORARY USE PERMIT FOR AN AUTOMOBILE
DEALERSHIP VEHICLE INVENTORY STORAGE LOT AT 2001 HILLSIDE BOULEVARD
(APN: 011-360-490) PURSUANT TO CEQA GUIDELINE 15304(e)**

*Property Owner/Applicant: Cypress Abbey Company
Location: 2001 Hillside Boulevard
Assessor's Parcel Number: 011-360-490*

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

1. BACKGROUND

(a) The Town has received an application from Cypress Abbey Company ("Permittee") requesting a Temporary Use Permit for an automobile dealership vehicle inventory storage lot at Cypress Golf Course Driving Range, 2001 Hillside Boulevard (APN: 011-360-490).

(b) A notice of public hearing was mailed to all property owners within 300 feet of the subject property on March 11, 2016. In addition, a notice of public hearing was posted on the three Town of Colma bulletin boards, on March 11, 2016.

(c) The City Council has considered the Temporary Use Permit application, the accompanying staff report, and all relevant evidence presented at the March 23, 2016 public meeting.

2. FINDINGS

The City Council finds that:

Findings Relating to CEQA Review

(a) Pursuant to the Section 15304(e) of the State CEQA Guidelines, Class 4, Minor Alterations to Land, the project is exempt. The project is Categorically Exempt from further environmental review because the temporary parking of cars is considered a minor temporary use of land having negligible or no permanent effects on the environment. Since the proposed parking will occur in an area that is fully paved with asphalt and historically used for parking, discontinuance of the use in the future will leave no permanent effects on the environment. Also, since it is anticipated that less than ten (10) vehicles will be moved in or out of the site per day, there would be no traffic or air quality impacts.

Findings Relating to Granting a Conditional Use Permit

(b) The proposed activity will not pose any significant land use consequences.

Discussion. The proposed use of the property for the parking of vehicle inventory belonging to a Colma automobile dealership will not pose any land use consequences. The Applicant is not proposing any improvements to the site except for delineating the vehicle storage area boundary and fire lane/emergency services access onsite. Due to

existing trees and shrubs in the immediate vicinity, the paved area where the vehicles will be parked is not visible from Hillside Boulevard. Also, the automobile dealership will only access the site to move vehicles in and out during Cypress Golf Course's Driving Range normal business hours (Monday – Sunday, 9am-7pm). Car carriers will not off load at the site, cars will be ferried to the site by auto dealer employees. Staff is recommending a condition which limits the number of cars stored onsite to 130, and the proposed use of the property is temporary only (five-year term limit) and will end when the Temporary Use Permit expires. Further, less than ten (10) vehicles will be moved in or out of the site per day.

- (c) The proposed activity has direct access from a major or secondary thoroughfare.

Discussion: The Subject Property is directly accessible from Hillside Boulevard, identified as an arterial road in the Colma General Plan.

- (d) Provision has been made to minimize noise and dust from the activity.

Discussion: Since the area the Applicant proposes to use for the parking of vehicles and the access driveway from Hillside Boulevard are both paved, there will be no dust created by the use. Staff is also recommending a condition that requires any areas where the pavement is cracked and earth is exposed to be filled in with a layer of gravel, to the satisfaction of the City Planner. The proposed use will generate a small amount of noise from engines and car doors being open and closed, but no sensitive receptors are in the vicinity and the anticipated noise would not be of a level that is inconsistent with common traffic noise.

- (e) The property and principal building thereon is not in violation of any applicable zoning or building codes.

Discussion: With the proposed Temporary Use Permit, there would be no zoning or building code violations since the proposed vehicle inventory parking lot use is outdoors and not associated with a building. Also, existing uses and buildings on the Subject Property are consistent with the zoning code.

- (f) The granting of the Permit will not be detrimental to the public health, safety or public welfare, or materially injurious to properties or improvements in the vicinity.

Discussion: The granting of the Temporary Use Permit will not be detrimental to the public health, safety or public welfare, or materially injurious to properties in the vicinity as conditioned. A condition has been added that limits the use of the site to new vehicles or used vehicles that are operable, have no body damage, and are in good overall condition. A condition has been added which prohibits any service/repairs to vehicles, or washing/painting of vehicles, to be conducted on the Subject Property. Storage of parts or inoperable wrecked cars would be prohibited. The area where vehicle storage will be conducted is screened by trees and vegetation and will not be readily apparent from Hillside Boulevard or adjoining properties.

- (g) Existing property uses, large or small, will not be detrimentally affected by the proposed use.

Discussion: The existing paved area was previously used as spill-over parking when the golf course was in use; however, since the golf course is closed, it is not currently being used for parking. Also, the driving range has its own parking lot so there would be no parking impacts to the driving range use. The project site is surrounded by the landfill and cemetery uses which would not be affected by the proposed use, as the site will only be used for parking purposes and no impacts to surrounding properties will result from this type of use.

- (h) The granting of the permit will not constitute a grant of special privilege inconsistent with the limitations imposed by this subchapter on the existing use of properties, large or small, within the Town of Colma.

Discussion: As a temporary use and as conditioned, the proposed use would be allowed and would be an appropriate use on the Subject Property since it is compatible with the district and surrounding land uses. The Town has previously granted similar limited-duration land use permits to allow automobile repair businesses to store vehicles on Cemetery ("G") zoned property in the Town; therefore, the granting of the permit would not constitute a grant of special privilege.

- (i) The proposed use will not constitute a nuisance as to neighboring persons or properties.

Discussion: The project site is surrounded by the landfill and cemetery uses which would not be affected by the proposed use as the site will only be used for parking purposes and no impacts to surrounding properties will result from this type of use. It is anticipated that less than ten (10) vehicles will be moved in or out of the site per day, and this is a small increase over existing conditions such that it would not likely be noticeable to neighboring persons or properties.

- (j) Provisions have been made, to the satisfaction of the City Council, to discontinue the temporary use, to clean the property, and to maintain future operations in compliance with all permits.

Discussion: A condition of approval is recommended that when the vehicle storage use ceases, any vehicles still stored onsite would be removed and the site would be cleaned, if necessary, by the property owner and/or automobile dealership. Also, the Applicant is not proposing any improvements to the site except for delineating the vehicle storage area boundary and the fire lane/emergency services access onsite.

3. CONDITIONS OF APPROVAL

- (a) This permit specifically authorizes the use of the paved area designated on the approved site plan (date stamped 2/22/2016 and on file in the office of the City Planner) as a vehicle inventory storage lot for an automobile dealership in Colma. Proof shall be provided to the City Planner of use by a Colma auto dealer by providing a copy of a lease (or leases), with the lease amount crossed out.

- (b) This permit is valid for five (5) five years from the date of City Council approval.

- (c) A maximum vehicle inventory of 130 vehicles may be parked on the Subject Property at any given time, and the Permittee shall comply with the parking arrangement indicated in the

approved site plan.

(d) The automobile dealership shall only access the site to move vehicles in and out during Cypress Golf Course's Driving Range normal business hours (Monday – Sunday, 9am-7pm).

(e) Vehicle carrying trucks are prohibited on the Subject Property. All vehicle inventory shall be moved individually between the Subject Property and the automobile dealership.

(f) Permittee shall delineate vehicle storage area onsite with red line painted 20'-0" from existing curb on driveway to the satisfaction of the Fire Marshal.

(g) Permittee shall clearly delineate firelane/emergency service access to the satisfaction of the Fire Marshal.

(h) The entrance to the site shall be provided with an address sign that is clearly visible from the roadway in both directions. The numerals shall be a minimum of 6 inches in height with a 3/4" stroke.

(i) No vehicles shall block firelane or required driveways/access. Ongoing violations of this provision will be cause for revocation of this Temporary Use Permit.

(j) No inoperable vehicles, vehicles with body damage, or vehicles requiring repair shall be stored on the Subject Property.

(k) No service/repairs to vehicles, or washing/painting of vehicles, shall be conducted on the Subject Property.

(l) Any portions of the paved area, designated on the approved site plan for vehicle storage, where the pavement is cracked and earth is exposed shall be filled in with gravel to the satisfaction of the City Planner.

(m) The existing access gate shall be provided with a Knox Key-Lock Box if one is not already provided. Applications are available from Capt. Bill Pardini, who may be reached at (650) 740-2073 from 1pm-5pm, Monday through Friday.

(n) When the vehicle storage use ceases, any vehicles still stored on the Subject Property shall be removed and the site shall be cleaned by the property owner and/or automobile dealership to the satisfaction of the Public Works Director.

(o) The Permittee shall ensure that these conditions are imposed on any lessee and included in any lease agreement.

4. TERMS

(a) *Permittee.* As used in this Permit, the word "Permittee" shall mean each person using the Property pursuant to the permit granted herein, including the owner, any lessees, and successors to the person first obtaining the permit.

(b) *Recordable Covenant; Transfer.* The Town may record this Use Permit with the San Mateo County Recorder. The Permit shall run with the land and shall be freely and automatically

transferred to each user of the Property, subject to each of the specific and general conditions herein.

(c) *Modification or Revocation.* The Town may modify or revoke this Use Permit should it determine that (a) the Property is being operated or maintained in a manner that is detrimental to the public health or welfare, is materially injurious to property or improvements in the vicinity, constitutes a public nuisance, or is contrary to any law, code or regulation, or (b) if the user fails to comply with and satisfy the conditions herein.

5. GENERAL CONDITIONS

This Use Permit is conditioned upon the Permittee and each user of the Property fully and faithfully performing each of the following generally-applicable obligations. Failure to comply with any of these conditions shall render the Use Permit null and void.

(a) *Duty to Comply With Laws.* Nothing herein shall be construed as authorizing any approvals under, or any exceptions to any other law, code or regulation, or as authorizing any change to the occupancy classification of the premises or any buildings thereon as defined in the California Building Code. The Permittee and each user must comply with all applicable federal, state and municipal laws, codes and regulations, including the currently adopted California Building and Fire Codes. Specifically, but without limitation, the Permittee must pay the annual Town of Colma Business Registration fee and must keep in effect a Town of Colma Business Registration at all times. A failure to maintain the Colma Business Registration may result in termination of the Use Permit.

(b) *Indemnification.* The Permittee shall indemnify, pay and hold the Town of Colma harmless from all costs and expenses, including attorney's fees, incurred by the Town or held to be the liability of the Town in connection with the Town's defense of its actions in any proceeding brought in any state or federal court challenging the Town's actions with respect to the Use Permit.

(c) *Agreement Required.* The Permittee must agree to comply with each and every term and condition herein by counter-signing a copy of this Resolution and returning the counter-signed copy to the City Clerk no later than forty-five (45) days following City Council approval of the Temporary Use Permit. If Permittee is not the property owner, then the property owner must consent to use of the Property on the terms and conditions herein by counter-signing a copy of this Resolution and returning the counter-signed copy to the City Clerk no later than forty-five (45) days following City Council approval of the Temporary Use Permit.

* * * * *

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 March 23, 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

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permitee/Property Owner

The undersigned agrees to use of the property on the terms and conditions set forth in this resolution.

Dated: _____

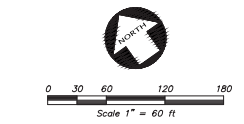
Cypress Abbey Company

By _____
Signature

Printed Name and Title

[Notarization of Property Owner's signature recommended]





PROPOSED TEMPORARY
 CONDITIONAL USE PERMIT
 FOR:
**VEHICLE STORAGE
 (130± VEHICLES)**

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EXHIBIT B





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brian Dossey, Director of Recreation Services
 VIA: Sean Rabé, City Manager
 MEETING DATE: March 23, 2016
 SUBJECT: Changes to Recreation Leader and Facility Attendant Positions

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION RECLASSIFYING AND INCREASING SALARIES FOR RECREATION LEADER POSITIONS, INCREASING SALARIES FOR FACILITY ATTENDANT POSITIONS, AND, DIRECTING THE CITY MANAGER TO ASSIGN PART-TIME RECREATION EMPLOYEES TO APPROPRIATE CLASS AND NEW SALARY SCHEDULE

EXECUTIVE SUMMARY

Recent salary surveys show that Recreation Leader and Facility Attendants' hourly wages are on average 21 percent lower than the San Mateo County average. Staff has seen a significant drop off in the number of applicants for Recreation Leader and Facility Attendant positions and has lost good candidates to higher paying jobs.

To ensure the Department attracts and retains top talent, functions at a high level and continues to offer programs and services for all populations, Staff recommends that the City Council adopt a resolution increasing salaries for Recreation Leader and Facility Attendant positions.

Also, in an effort to simplify and avoid compaction, staff recommends the City Council reclassify the Recreation Leader I, II, III series to a bi-level job classification called Recreation Leader and Senior Recreation Leader.

FISCAL IMPACT

The proposed wages are estimated to increase the Recreation Services Department part-time salaries to \$7,000 over budget; however, the overage can be absorbed by the Department's full time staff budget due a three-month vacancy in the Recreation Coordinator position in fiscal year 2015-16.

In fiscal year 2016-17 staff anticipates an increase of \$30,000 in part-time salaries due to the proposed increase in hourly wages.

BACKGROUND

Currently the Recreation Services Department has four Recreation Leaders and four Facility Attendants working regular schedules. During the fall, winter and spring months six Recreation Leaders and six Facility Attendants are typically needed to work to run all programs, and cover all events without having part-time staff going over their annual 1,000 hour cap. In the summer months the Department hires additional Recreation Leaders (4-5 more) to meet the demand of the summer day camp.

Therefore, the Department recently recruited for Recreation Leaders and Facility Attendants. Applications for both positions were due on February 19, 2016 and at that time the Department had only received ten applicants (five Recreation Leader & six Facility Attendant).

In 2015 the Department recruited for Recreation Leaders on two occasions and Facility Attendants once. During those recruitments the Department hired highly qualified candidates; however the Department has experienced a decrease in applicants going back to 2012. Of the eleven employees hired in 2015, six are still working, three left for better paying jobs, and two are no longer with the Town. We also offered a position to an applicant and it was turned down for a higher paying job at a local fast food restaurant.

Staff believes the Department is not receiving many applicants because the hourly pay rate is no longer competitive and potential applicants are seeking work with other cities or in other types of employment.

Also, a couple of the part-time employees have recently taken second jobs, and are committing more time to those jobs because they pay more than what they are making with the Department.

Staff reviewed the salary schedules of other cities in San Mateo County and in order to be competitive during the recruitment process, retain top talent, and provide quality programs and services staff recommends an increase to the Recreation Leader and Facility Attendant positions.

ANALYSIS

The proposed changes to the Recreation Leader position will help staff better identify the needs of the department during recruiting, training, scheduling, and succession planning. The changes also allow for separation between the Recreation Leader and Senior Recreation Leader positions. In the past when Recreation Leaders were promoted from Recreation Leader I to II or Recreation Leader II to III, there was very little pay increase in relation to the promotion. Staff has revised the Recreation Leader job description (Attachment B).

The proposed pay ranges for the Recreation Leader & Facility Attendant positions are in alignment with the salary ranges for the same positions within San Mateo County. Please see

below for the proposed salary schedule and Attachment C - Salary Survey and Proposed Salary Schedule.

	Step I	Step II	Step III	Step IV	Step V	Percentage increase from current pay rate
Recreation Leader	10.65	11.18	11.74	12.33	12.95	11%
Senior Recreation Leader	13.15	13.81	14.50	15.22	15.98	25%
Facility Attendant	13.15	13.81	14.50	15.22	15.98	31%

Staff recommends the changes in the positions and proposed salary increase in an effort to create separation between the Recreation Leader classes, avoid compaction, stay ahead of the County averages, and to have an advantage in retaining key part-time staff.

Council Adopted Values

Adoption of the attached resolution is the *fair* course of action because the City Council will be bringing the salaries for these two positions in alignment with similar positions in San Mateo County. Adoption of the resolution is also the *responsible* course of action because the Council has considered the long term fiscal implications of this decision and the importance of attracting and retaining staff at all levels.

Alternatives

The Council could choose to not adopt the proposed resolution, or to request modifications to the proposed salary ranges. Doing so is not recommended, however, because the salary ranges are based on comparable entities within San Mateo County.

CONCLUSION

Staff recommends adoption of the attached resolution.

ATTACHMENTS

- A. Resolution
- B. Recreation Leader Job Description
- C. Salary Survey and Proposed Salary Schedule



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

**RESOLUTION RECLASSIFYING AND INCREASING SALARIES FOR
RECREATION LEADER POSITIONS, INCREASING SALARIES FOR FACILITY
ATTENDANT POSITIONS, AND DIRECTING THE CITY MANAGER TO ASSIGN
PART-TIME RECREATION EMPLOYEES TO THE APPROPRIATE CLASS AND NEW
SALARY SCHEDULE**

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

1. Background.

(a) The City Council adopted its fiscal year 2015-2016 budget at its June 2015 City Council meeting.

(b) The City Manager is now recommending that the City Council reclassify and increase the salaries for recreation leaders positions, increase salaries for facility attendants, and direct the City Manager to assign part-time recreation employees to the appropriate class and new salary schedule as provided for in this Resolution.

(c) The Recreation Services Department fiscal year 2015-16 budget can support the proposed changes.

2. Reclassification and New Salary Scale for Recreation Leader Positions.

(a) A new bi-level classification system for recreation leader positions is hereby created to include two positions of Recreation Leader and Senior Recreation Leader, in lieu of the current Recreation Leader I, II and III.

(b) The Town shall pay the Recreation Leader and Senior Recreation Leader , casual non-benefited employees, the respective hourly wage shown below, with the City Manager determining the appropriate step in accordance with Subchapter 3.02 of the Colma Administrative Code relating to Employment:

	Step I	Step II	Step III	Step IV	Step V
Recreation Leader	10.65	11.18	11.74	12.33	12.95
Senior Recreation Leader	13.15	13.81	14.50	15.22	15.98

3. Salary Scale for Facility Attendant Position. The Town shall pay the Facility Attendant, a casual non-benefited employee, the respective hourly wage shown below, with the City Manager determining the appropriate step in accordance with Subchapter 3.02 of the Colma Administrative Code relating to Employment:

	Step I	Step II	Step III	Step IV	Step V
Facility Attendant	13.15	13.81	14.50	15.22	15.98

4. **Direction to City Manager.** The City Manager is hereby directed to determine the appropriate class and new salary schedule for the Town's part-time Recreation Department employees.

5. **Effective Date.** This resolution shall become effective upon adoption.

Certification of Adoption

I certify that the foregoing Resolution No. 2016-## was duly adopted at a regular meeting of said City Council held on March 23, 2016 by the following vote:

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

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk



RECREATION LEADER AND SENIOR RECREATION LEADER

(Casual)

FLSA Status: Non-exempt

Adopted: May 2004

Revised: September 2006, February 2008, December 2009, February 2011, October 2011, November 2012, November 2013, March 2016

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

GENERAL DEFINITION

The Recreation Leader and Senior Recreation Leader are under general supervision of the Recreation Coordinator. Incumbents are assigned to organize, lead and coordinate a wide variety of indoor and outdoor recreation activities at parks, playgrounds and community centers including after-school programs, teen center, day camps, sports leagues, play groups, special events, and senior events. Incumbents may be considered subject area specialists or program generalists and will guide recreation activities of children, teens and adults.

DISTINGUISHING CHARACTERISTICS

Recreation Leader: Incumbents have little or no experience working in a recreation setting.

Senior Recreation Leader: Incumbent at this level has attained education and experience in a recreation setting.

This classification is casual part-time and incumbents are scheduled as needed. Incumbents are not guaranteed a certain number of work hours, or a routine schedule, and may be terminated with or without cause at any time.

TYPICAL DUTIES AND RESPONSIBILITIES

Duties may include, but are not limited to:

- Assist in organizing and supervising recreational programs in any one or more of the following areas: children, adults, senior citizens and participants with special needs at playgrounds, community centers, and other recreational areas
- Assist in the implementation of a specific recreational program with guidance of the Recreation Coordinator
- Assist in maintaining discipline and encourage observance of required safety precautions
- Assist in working with special community groups
- Act as liaison between participants and instructors/staff
- Assist supervisor in securing materials, supplies and equipment
- Lead participants on group outings and field trips

- May chaperone participants during transport
-
- May provide information to other departments and the public relating to program activities
- May provide light janitorial and light maintenance services
- Maintain records of participation, supplies and equipment
- Report injuries and accidents
- Respond appropriately to emergencies including the application of basic first aid
- Enforce Town of Colma departmental policies
- Perform routine clerical tasks
- Participate as part of the recreation team
- Exhibit and encourage behavior that is consistent with the Town's risk management program and decrease risk of accident or injury to self, employees, residents, visitors and their property
- Perform other duties as assigned

Senior Recreation Leader

- Enroll individuals in recreation classes and enter data into tracking system
- Reserve recreation facilities for residents, taking monies and balancing receipts
- Supervise Recreation Leaders in the absence of Recreation Coordinator
- Assist in preparing schedule of approved activities
- Plan, coordinate and implements recreational activities in specific program areas
- Plan and implement special events and instructional classes
- Prepare publicity releases
- Prepare reports and correspondence including attendance, incidents and accidents
- Report participants behavior to parents and legal guardians
- Lead specific recreation programs with the assistance of a Recreation Coordinator
- Supervise volunteers and court referral workers
- Perform other duties as assigned

QUALIFICATIONS

Knowledge of:

- Modern Office Technology
- Principles and practices of customer service
- Recreation philosophy, planning and administration
- Operations and techniques used in comprehensive community recreational programming for various target age groups
- First Aid practices

Ability to:

- Represent the Town in a positive manner
- Establish, maintain and foster cooperative working relations with others from diverse backgrounds, including elected officials, co-workers and the public effectively and with courtesy, in person, via e-mail and over the phone
- Follow written and oral instructions and procedures
- Communicate effectively, both orally and in writing, by using proper English grammar, spelling and punctuation
- Learn and interpret specific rules and policies and apply them with good judgment
- Understand and work effectively with the public

- Direct, teach and communicate effectively with children
- Supervise large groups
- Facilitate rentals at Recreation and Community Center
- Maintain harmonious working relationships with other employees, participants and the public
- Learn Recreation software
- Deal effectively with a wide variety of personalities in situations requiring diplomacy, friendliness, poise and tact
- Work a flexible schedule including evenings and weekends
- Work independently
- Solve most work problems independently, referring unusual situations and questions to supervisor especially those matters regarding policy decisions
- Perform light janitorial and maintenance duties

Education and Experience

The combination of experience, training and education that would likely provide the required knowledge and abilities is shown below. Incumbents may be appointed at the entry or higher level, (depending on qualifications and Town staffing needs) and advance to a higher level after gaining the experience and knowledge necessary to perform the required tasks. Requirements for each Recreation Leader level are:

Minimum Education:

Recreation Leader: Incumbent is enrolled in high school

Senior Recreation Leader : Incumbent at this level has 15 semester units from college with specialization in recreation, education, physical education or related field.

Minimum Experience:

Recreation Leader: This employee has little or no experience working in a recreation setting.

Senior Recreation Leader: Incumbent has two year's experience in a part-time paid recreation position (minimum 1,000 hours per year) or has one year as a Recreation Leader with the Town of Colma.

License and Certificate

CPR/First Aid certificates required or achievable within 60 days of hire.

SPECIAL REQUIREMENTS

These functions may be performed with or without reasonable accommodation:

- Speak clearly and understandably
- Review reports and correspondence quickly and accurately
- Report to work at any hour of day or night as required by disaster or other emergency situation
- Use dexterity and vision necessary to operate computer equipment with a high degree of productivity
- Intermittently twist to reach equipment in their work area

- Perform simple grasping and fine manipulation
- Operate basic office equipment (i.e. telephone, copier, calculator, etc.)
- Oversee, manage and participate in strenuous physical activities, such as leading tours, demonstrating proper exercise techniques, and managing children in playground activities
- Lead, teach, demonstrate and officiate activities such as games, special events, trips, tours, arts and crafts activities, dances, and hikes for a variety of age groups
- Set up, move, and take down recreational and facility equipment – Lift 50 pounds
- Perform duties on a regular and consistent basis
- Perform all duties listed on the job description except those determined to be incidental

Attachment C - Salary Survey

City	Recreation Leader I		Recreation Leader II		Recreation Leader III		Facility Attendant	
	Starting Hourly	Ending Hourly	Starting Hourly	Ending Hourly	Starting Hourly	Ending Hourly	Starting Hourly	Ending Hourly
Belmont						\$ 16.93		
Brisbane	\$ 10.79	\$ 13.12	N/A	N/A	N/A	\$ 16.44	\$ 13.72	\$ 16.68
San Bruno	\$ 10.79	\$ 13.12	\$ 13.83	\$ 16.82	N/A	N/A	\$ 13.72	\$ 16.68
Burlingame	\$ 10.42	\$ 12.66	\$ 13.26	\$ 16.13	N/A	N/A	\$ 16.03	\$ 19.46
Foster City	\$ 10.25	\$ 11.25	\$ 11.75	\$ 12.75	\$ 13.60	\$ 15.60	\$ 10.25	\$ 11.25
Redwood City	\$ 9.93		\$ 10.26	\$ 11.87	\$ 11.79	\$ 13.66	\$ 12.42	\$ 15.10
San Carlos	\$ 11.49	\$ 13.96	\$ 14.67	\$ 17.82	N/A	N/A	\$ 13.87	\$ 16.86
East Palo Alto	\$ 12.42	\$ 15.09	\$ 15.07	\$ 18.31	N/A	N/A	N/A	N/A
South San Francisco	\$ 9.00	\$ 10.94	\$ 10.25	\$ 12.44	\$ 11.96	\$ 15.43	N/A	\$ 15.43
Average	\$ 10.64	\$ 12.88	\$ 12.73	\$ 15.16	\$ 12.45	\$ 15.61	\$ 13.34	\$ 15.92
Median	\$ 10.61	\$ 13.12	\$ 13.26	\$ 16.13	\$ 11.96	\$ 15.60	\$ 13.72	\$ 16.68
Current Colma Wages	\$ 9.53	\$ 11.58	\$ 10.01	\$ 12.16	\$ 10.51	\$ 12.77	\$ 10.01	\$ 12.16
<i>Proposed Colma Wages</i>	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>	<i>Percentage Increase</i>		
Recreation Leader	\$ 10.65	\$ 11.18	\$ 11.74	\$ 12.33	\$ 12.95	11%		
Senior Recreation Leader	\$ 13.15	\$ 13.81	\$ 14.50	\$ 15.22	\$ 15.98	25%		
Facility Attendant	\$ 13.15	\$ 13.81	\$ 14.50	\$ 15.22	\$ 15.98	31%		
Note - Salary survey data collected in 2015 by IEDA and Recreation Services Department Staff								

