



**AGENDA
REGULAR MEETING**

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

**Wednesday, December 14, 2016
CLOSED SESSION – 6:00 PM
REGULAR SESSION – 7:00 PM**

CLOSED SESSION – 6:00 PM

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

Agency Negotiators: Sean Rabé, City Manager
Austris Rungis, IEDA
Employee Organizations: Colma Peace Officers Association
Colma Communications/Records Association
Unrepresented Employees: All
City Manager
Chief of Police

PLEDGE OF ALLEGIANCE AND ROLL CALL – 7:00 PM

ADOPTION OF AGENDA

PRESENTATION

- Introduction of New Facility Attendant David Casilao and New Recreation Leaders Gabriel Gonzalez and Dinora Navarro.

PUBLIC COMMENTS

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

CONSENT CALENDAR

2. Motion to Accept the Minutes from the November 11, 2016 Regular Meeting.
3. Motion to Approve Report of Checks Paid for November 2016.

4. Motion to Adopt an Ordinance Adopting an Amended Zoning Map and Approving a Planned Development Zone for 1670-1692 Mission Road (Rezoning Property from C/DR to PD/DR) (Second Reading).
5. Motion to Adopt an Ordinance Amending Colma Municipal Code Sections 5.01.080 and 5.03.350 and Adding Section 5.03.355, to Regulate the Personal, Medical, and Commercial Use of Marijuana. (Second Reading).
6. Motion to Receive and File the First Quarter (July 2016 – September 2016) Financial Report and Direct Staff to Post a Copy on the Town Website.
7. Motion to Adopt a Resolution Approving the Final Map for the Colma Estates Subdivision Creating Nine Single Family Residential Lots at 442-468 B Street and Authorizing the City Manager to Execute the Subdivision Improvement Agreement.

NEW BUSINESS

8. CLIMATE ACTION PLAN ANNUAL UPDATE

Consider: Motion to Accept the Climate Action Plan (CAP) Progress Report.

9. COUNCIL OF CITIES AND CITY SELECTION

Consider: Motion Confirming Designation of the Mayor as the Voting Member for the Council of Cities, Designating an Alternate Voting Member, and Giving the Voting Member Discretion on Any and All Matters to be Considered.

10. COMMITTEE ASSIGNMENTS 2016

Consider: Motion Approving Committee Assignments for 2017 and Granting to the Appointee Discretion in Voting on Matters Brought Before the Committee.

PUBLIC HEARING

11. BARK PARK

Consider: Motion to Introduce an Ordinance Adding Section 2.07.065 to the Colma Municipal Code, Relating to Bark Park Regulations, and Waive a Further Reading of the Ordinance.

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

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

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

Agency Negotiators: Sean Rabé, City Manager
Austris Rungis, IEDA

Employee Organizations: Colma Peace Officers Association
Colma Communications/Records Association

Unrepresented Employees: All
City Manager
Chief of Police

There is no staff report for this item.



**MINUTES
REGULAR MEETING**

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

Wednesday, November 9, 2016

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

CALL TO ORDER

Mayor Diana Colvin called the Regular Meeting of the City Council to order at 6:08 p.m.

Council Present – Mayor Diana Colvin, Vice Mayor Helen Fiscaro, 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, Administrative Services Director Brian Dossey, Director of Public Works Brad Donohue, City Planner Michael Laughlin, and City Clerk Caitlin Corley were in attendance.

PRESENTATION

- Administrative Services Director Brian Dossey presented the Halloween Decorating Contest Winners.
- In honor of Veterans Day, Council recognized four veterans. Residents Elia Tealdi and Leo Natale Tealdi were honored posthumously. Colma Police Officers Jorge Alvarado and Daniel Mendoza were also honored.
- Council recognized and congratulated the following employees on their service anniversaries:

Joe Silva - 20 years on City Council
Rae Gonzalez - 8 years on City Council, 6 years as City Treasurer
Diana Colvin - 8 years on City Council
Sherwin Lum, Police Commander - 15 years
Cindy Lim, Community Service Officer - 15 years
Louis Gotelli, Public Work Maintenance Supervisor - 15 years
Tiffany Jordan, Police Dispatcher - 10 years
Jim Vitale, Police Officer - 10 years
Caitlin Corley - City Clerk, 5 years
Daisy Esquivias, Recreation Leader - 1 year
Ramon Castro, Recreation Leader - 1 year
Chelsea Chow, Recreation Leader - 1 year
Micah Dela Cruz, Recreation Leader - 1 year
Rafael Garcia, Facility Attendant - 1 year
Vanessa Navarro, Facility Attendant - 1 year
Carl Sanchez, Facility Attendant - 1 year
Liz Tapia, Rec Coordinator - 1 year
Daniel Mendoza, Police Officer – 1 year

There was a break for coffee and cake from 6:51 p.m. to 7:17 p.m.

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: Vice Mayor Fiscaro moved to adopt the agenda; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario	✓				
	5	0			

PUBLIC COMMENTS

Mayor Colvin opened the public comment period at 7:19 p.m. and seeing no one come forward to speak, she closed the public comment period.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the October 12, 2016 Regular Meeting.
2. Motion to Accept the Minutes from the October 26, 2016 Special Meeting.
3. Motion to Approve Report of Checks Paid for October 2016.
4. Motion Approving the 2017-2019 Strategic Plan as Presented by Staff.
5. Motion to Adopt a Resolution Amending Subchapter 4.02 and Adding a New Subchapter 4.04 of the Colma Administrative Code, Relating to Investments, Check Signature and Banking Transfer Policies.
6. Motion to Adopt a Resolution Supporting an Application for OBAG 2 (One Bay Area Grant) for Local Streets and Roads (LSR) Prevention Program.
7. Motion to Adopt a Resolution Authorizing the City Manager to Execute the Program Supplement Agreement with California Department of Transportation for the Systemic Safety Analysis Report Program (SSARP).
8. Motion to Adopt a Resolution Amending a Condition of Approval to the Tentative Subdivision Map Approval for Creating Nine Single Family Residential Lots Located At 442-468 B Street Pursuant to CEQA Guideline 15332.
9. Motion to Adopt a Resolution Rejecting All Bids Received for Phase V (Infill and Sitework) of the Colma Town Hall Renovation Project and Electing by a Four-Fifths Vote of the Council to Perform the Work by Force Account.

Action: Vice Mayor Fiscaro moved to approve the Consent Calendar items #1 through 9, with the note that Mayor Colvin and Council Member Silva would be abstaining from item #8; 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 HEARING

10. **1670 – 1692 MISSION ROAD, VETERANS VILLAGE PROJECT**

City Planner Michael Laughlin presented the staff report. He noted a change in condition 3(g) in the resolution in item 10c. Mayor Colvin opened the public hearing at 7:59 p.m. Residents Maureen O'Connor, Richard Rochetta and Mary Brodzin spoke. The Mayor closed the public hearing at 8:07 p.m. Council discussion followed.

Action: Vice Mayor Fiscaro moved to Adopt a Resolution Certifying the Final Environmental Impact Report and Adopting Findings, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program, All Pursuant to the California Environmental Quality Act, for a 66-Unit Affordable Housing Project at 1670-1692 Mission Road ("Veteran's Village Affordable Housing Project"); the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario	✓				
	5	0			

Action: Council Member Gonzalez moved to Introduce an Ordinance Adopting an Amended Zoning Map and Approving a Planned Development Zone for 1670-1692 Mission Road (Rezoning Property From C/DR To PD/DR), and Waive a Further Reading of the Ordinance; the motion was seconded by Vice Mayor Fiscaro 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			

Action: Vice Mayor Fiscaro moved adopt a Adopt a Resolution Conditionally Approving Planned Development (PD) Conditional Use Permit, Design Review, Sign Permit and Tree Removal Permit for a 66-Unit Affordable Housing Project at 1670-1692 Mission Road, with noted change to condition 3(g); 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			

11. TEMPORARY USE PERMIT – 2001 HILLSIDE BOULEVARD

City Planner Michael Laughlin presented the staff report. Mayor Colvin opened the public hearing at 8:29 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

Action: Council Member del Rosario moved to Adopt a Resolution Approving a Temporary Use Permit for Two (2) Automobile Dealership Vehicle Inventory Storage Areas at 2001 Hillside Boulevard (APN: 011-440-010 & 011-440-020) Pursuant to CEQA Guideline 15304(e); the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario	✓				
	5	0			

12. RECREATIONAL MARIJUANA ORDINANCE

City Attorney Christopher Diaz presented the staff report. Mayor Colvin opened the public hearing at 8:53 p.m. Citizen Patricia Simpson and Resident Maureen O'Connor spoke. The Mayor closed the public hearing at 8:57 p.m. Council discussion followed. Council requested that the marijuana delivery option be removed from the ordinances.

Action: Council Member del Rosario moved to Introduce an Ordinance Amending Colma Municipal Code Sections 5.01.080 and 5.03.350 and Adding Section 5.03.355, to Regulate the Personal, Medical, and Commercial Use of Marijuana, with requested changes, and Waive a Further Reading of the Ordinance; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fisicaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario	✓				
	5	0			

Action: Council Member del Rosario moved to Adopt an Urgency Ordinance Amending Colma Municipal Code Sections 5.01.080 and 5.03.350 and Adding Section 5.03.355, to Regulate the Personal, Medical, and Commercial Use of Marijuana, with requested changes; 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 Fisicaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
Joanne F. del Rosario	✓				
	5	0			

COUNCIL CALENDARING

The next Regular City Council Meetings will be Wednesday, December 14, 2016 at 7:00pm.

REPORTS

Joseph Silva

Council of Cities Dinner, hosted by Pacifica – 10/21

City Manager Sean Rabé gave a report on the following topics:

- Colma received a Best Bay Area Roads award from the MTC for 2015.

- Colma was featured in Western Cities Magazine for its Beacon Award win at the League of California Cities Conference.
- Associate Planner Turhan Sonmez has moved on from CSG Consulting and will no longer be working for the Town. We wish him well in his future endeavors!

ADJOURNMENT

The meeting was adjourned by Mayor Colvin at 9:19 p.m.

Respectfully submitted,

Caitlin Corley
City Clerk

Final Check List
Town of Colma

apChkLst
11/07/2016 11:08:08AM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
44820	11/7/2016	00005	ABGV24136-16C	9/30/2016	LEGAL SERVICES	5,174.47	5,174.47
44821	11/7/2016	00049	ABAG - PLAN	10/28/2016	PEACE OFFICER MEMBERSH	125.00	125.00
44822	11/7/2016	00140	CALIFORNIA PEACE OFFICER35730	10/21/2016	CREDIT CARD PURCHASE	3,371.00	3,371.00
			FIRST NAT BANK OF NO CA	10/21/16	Dossey	3,320.21	3,320.21
				10/21/16	Morque	1,924.23	1,924.23
				10/21/16	Rabe	1,600.10	1,600.10
				10/21/16	Corley	1,082.29	1,082.29
				10/21/16	Velasq	1,020.10	1,020.10
				10/21/16	Gogan	215.99	215.99
				10/21/16	Pfotent	138.50	138.50
44823	11/7/2016	00144	FLOWERLAND FLORAL SHOP	10/24/16	10/24/16 GET WELL BOUQUE	49.05	49.05
44824	11/7/2016	00177	HUMAN INVESTMENT PROJEIFY	2016-2017 G	10/12/2016 FY 2016-2017 COUCIL APPRO	5,000.00	5,000.00
44825	11/7/2016	00254	METRO MOBILE COMMUNICA	161106	11/1/2016 MAINTENANCE CONTRACT	602.00	602.00
					38663	129.71	731.71
44826	11/7/2016	00256	PFOTENHAUER, MICHAEL	10/25/16	Reimbl	30.23	30.23
44827	11/7/2016	00280	OFFICE DEPOT, INC.	872177602001	10/17/2016 RECYCLED PAPER & ADDRES	108.81	108.81
					874685092001	87.46	196.27
44828	11/7/2016	00293	PENINSULA CONFLICT RESOIFY	2016-2017 G	10/12/2016 FY 2016-2017 COUNCIL APPR	1,313.00	1,313.00
44829	11/7/2016	00307	PACIFIC GAS & ELECTRIC	0567147369-1	10/24/2016 0567147369-1 JSB S/O SERR/	134.46	134.46
44830	11/7/2016	00364	SMC SHERIFF'S OFFICE	CL04966	10/31/2016 LAB FEES	862.00	862.00
44831	11/7/2016	00433	GRAINGER INC	9265248212	10/27/2016 CHAIN SAW CHAPS, ORANGE	218.71	218.71
44832	11/7/2016	00500	SMC CONTROLLERS OFFICE	Oct 2016	11/2/2016 ALLOCATION OF PARKING PE	927.70	927.70
44833	11/7/2016	00612	SAN FRANCISCO POLICE	11/07/16 AO/CP	11/4/2016 11/07/16 J. WOLLMAN AO/CPT	200.00	200.00
44834	11/7/2016	00775	PANIAGUA, RUBY	2000634.003	11/3/2016 11.03.2016 CIRQUE DU SOLEI	45.00	45.00
44835	11/7/2016	00830	STAPLES ADVANTAGE	8041550138	10/26/2016 8.5 X 11 PAPER, CLOROX WIF	916.13	916.13
44836	11/7/2016	00928	SUPPLYWORKS	382169431	10/25/2016 BOBRICK DIAPER CHANGE S	1,010.86	1,010.86
44837	11/7/2016	00978	CASTRO, RUDOLFO	2000630.003	10/31/2016 10/31/16 DEPOSIT REFUND	300.00	300.00
44838	11/7/2016	01030	STEPFORD, INC.	1602106	10/20/2016 MONTHLY SERVICE CONTRA	5,864.00	5,864.00
44839	11/7/2016	01037	COMCAST CABLE	Nov 2016	10/26/2016 8155 20 022 0094769 TOWN C	13,377.71	13,377.71
					10/25-11/24 Intel	286.20	286.20
					11/02/16-12/01/1	241.20	241.20
					10/25-11/24 427	236.20	236.20
44840	11/7/2016	01291	SAN MATEO COUNTY	2016-2017 1st &	11/1/2016 008-127-190 LOTS 44 45 BLOC	237.82	237.82
44841	11/7/2016	01308	EEL RIVER FUELS, INC.	531697	10/31/2016 PW GAS PURCHASES	344.81	344.81

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
44842	11/7/2016	01340	NAVIA BENEFIT SOLUTIONS 10064100	10/31/2016	SECTION 125 PARTICIPANT F	75.00	75.00
44843	11/7/2016	01370	VERIZON WIRELESS SERVICE#9773699456	10/15/2016	CELL PHONE SERVICE	1,275.69	1,275.69
44844	11/7/2016	01461	DOSSEY, BRIAN Oct 21, Nov 1-4	11/7/2016	NOV 1 & 2, 2016 MEAL REIMB	191.49	191.49
44845	11/7/2016	01569	DARLING INTERNATIONAL IN(600:2855344	10/26/2016	TRAP SERVICE CHARGE	79.71	79.71
44846	11/7/2016	01629	R. J. RICCIARDI INC 9795	10/31/2016	AUDIT SERVICES	2,607.50	2,607.50
44847	11/7/2016	01995	CELESTE, MIKE L. 16-1101	10/28/2016	CARDROOM BACKGROUND	1,210.00	1,210.00
44848	11/7/2016	02082	VINCE'S OFFICE SUPPLY, INCIN-1388486	10/26/2016	OFFICE SUPPLIES	14.70	14.70
44849	11/7/2016	02144	DOMINIC A. DE LUCCA DBA DI699	11/3/2016	TAE KWON DO	800.00	800.00
44850	11/7/2016	02258	KIM, SEUNG NAM Fall 2016 Beg G	10/29/2016	FALL 2016 BEGINNING GOLF:	420.00	420.00
44851	11/7/2016	02317	CUS, ERIN Sept 17-Nov 5, 2	11/7/2016	BOOT CAMP FITNESS	800.00	800.00
44852	11/7/2016	02362	GUTIERREZ, IMELDA 2000632.003	10/31/2016	10/31/16 DEPOSIT REFUND	50.00	50.00
44853	11/7/2016	02392	MIG-TRA 0046130	10/24/2016	SEPT 2016 COLMA VETS/MEF	581.25	581.25
44854	11/7/2016	02424	DAQUIOAG, DESIREE 2000633.003	10/31/2016	10/31/16 DEPOSIT REFUND	50.00	50.00
44855	11/7/2016	02468	ULINE, INC. 81281763	10/21/2016	30 28" REFLECTIVE CONE - C	907.75	907.75
44856	11/7/2016	02473	MANCOMM, INC. 274990	9/7/2015	CAL/OSHA GUIDE FOR CONT	129.32	129.32
44857	11/7/2016	02605	GUERRERO, SAUL Replaces Ck #43	5/31/2016	REPLACES CK #43928 MAY 2016	40.69	40.69
44858	11/7/2016	02714	MARCHETTI, DAWN Simulator Trainin	11/1/2016	10/25/16 SIMULATOR TRAININ	16.15	16.15
44859	11/7/2016	02743	UTILITY TELEPHONE, INC Nov 2016	11/1/2016	INTERNET ACCESS 128070	699.63	699.63
44860	11/7/2016	02795	ROSSET, JAY 10/27/16 Reimbu	10/31/2016	10/27/16 FORCE OPTIONS/DF	28.83	28.83
44861	11/7/2016	02799	WAVE 01299813	10/23/2016	RIMS INTERNET W/SSF	400.00	400.00
44862	11/7/2016	02938	TRASK, KIM 10/25/16 Reimbu	10/31/2016	10/25/16 EVOC & USE OF FOF	30.62	30.62
44863	11/7/2016	02947	ABELLANA, ANGELIKA 10/29/16 Reimbu	10/31/2016	10/29/16 IN-N-OUT TEEN TRIF	131.53	131.53
44864	11/7/2016	02970	PRODUCTIVE PRINTING & GF31280	10/28/2016	1000 #10 SECURITY ENVELO	147.15	147.15
44865	11/7/2016	02990	CASILLAS, MARTHA 2000631.003	10/31/2016	10/31/16 DEPOSIT REFUND	275.00	275.00

b total for FIRST NATIONAL BANK OF DALY CITY: 61,456.96

46 checks in this report.

Grand Total All Checks:

61,456.96

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
44866	11/10/2016	00068	11102016 B	11/10/2016	COLMA PEACE OFFICERS: P/	652.14	652.14
44867	11/10/2016	00631	11102016 B	11/10/2016	PERS - BUYBACK: PAYMENT	23,781.38	
			11102016 B	11/10/2016	PERS MISC NON-TAX: PAYME	10,009.86	
			11102016 M	11/10/2016	PERS MISC NON-TAX: PAYME	625.15	34,416.39
44868	11/10/2016	01340	11102016 B	11/10/2016	FLEX 125 PLAN: PAYMENT	362.31	362.31
44869	11/10/2016	01360	11102016 B	11/10/2016	ICMA CONTRIBUTION: PAYME	3,367.00	
			11102016 M	11/10/2016	ICMA CONTRIBUTION: PAYME	650.00	4,017.00
44870	11/10/2016	01375	11102016 B	11/10/2016	NATIONWIDE: PAYMENT	6,200.00	
			11102016 M	11/10/2016	NATIONWIDE: PAYMENT	750.00	6,950.00
44871	11/10/2016	02377	11102016 B	11/10/2016	WAGE GARNISHMENT: PAYM	553.84	553.84
93417	11/10/2016	00521	11102016 M	11/10/2016	FEDERAL TAX: PAYMENT	908.40	908.40
93419	11/10/2016	00130	11102016 B	11/10/2016	CALIFORNIA STATE TAX: PAY	8,081.19	8,081.19
93420	11/10/2016	00521	11102016 B	11/10/2016	FEDERAL TAX: PAYMENT	40,413.64	40,413.64

b total for FIRST NATIONAL BANK OF DALY CITY: 96,354.91

9 checks in this report.

Grand Total All Checks:

96,354.91

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
44872	11/16/2016	00013	October 2016	10/31/2016	TIRE SERVICE	129.35	129.35
44873	11/16/2016	00020	ANDY'S WHEELS & TIRES ASSOCIATED SERVICES INC	11/11/2016	SUPPLIES	96.00	
			116111681	11/3/2016	5 SPRING WATER 5 GAL #119	31.25	127.25
44874	11/16/2016	00038	BROADMOOR LUMBER & PLY 40661	10/31/2016	GINGER PATH FINES	108.41	108.41
44875	11/16/2016	00051	CALIFORNIA WATER SERVICE	10/31/2016	WATER BILL	7,247.02	7,247.02
44876	11/16/2016	00057	CINTAS CORPORATION #2	11/7/2016	CLEANING SERVICE	1,003.88	1,003.88
44877	11/16/2016	00112	DEPARTMENT OF JUSTICE	11/2/2016	FINGERPRINT APPLICATIONS	479.00	479.00
44878	11/16/2016	00174	HOME DEPOT CREDIT SERVI	10/30/2016	SEP 29 - OCT 25, 2016 PW PL	367.40	367.40
44879	11/16/2016	00181	IEDA	11/1/2016	LABOR RELATIONS CONSULT	1,324.00	1,324.00
44880	11/16/2016	00211	KELLY-MOORE PAINTS	10/31/2016	PAINT AND SUPPLIES	25.78	25.78
44881	11/16/2016	00226	LIM, CINDY ELLEN	11/7/2016	11/05/16 UNIFORM PANTS RE	162.73	162.73
44882	11/16/2016	00280	OFFICE DEPOT, INC.	11/3/2016	OFFICE SUPPLIES	39.65	66.39
			876624779001	11/3/2016	OFFICE SUPPLIES	26.74	
44883	11/16/2016	00307	PACIFIC GAS & ELECTRIC	11/7/2016	3007220528-6 1199 EL CAMIN	3,228.27	3,767.40
44884	11/16/2016	00357	SIERRA DISPLAY, INC.	11/7/2016	6991706865-7 1190 EL CAMIN	539.13	3,892.00
44885	11/16/2016	00388	SONITROL	11/3/2016	2016 HOLIDAY SEASON SECC	3,892.00	3,892.00
44886	11/16/2016	00412	TELECOMMUNICATIONS ENG	11/1/2016	427 F ST. MONTHLY MONITO	113.00	113.00
44887	11/16/2016	00414	TERMINEX INTERNATIONAL	11/10/2016	FACILITIES MGMT & MAINTEN	1,328.00	1,328.00
			L359659275	10/19/2016	PEST CONTROL	429.00	
			359659276	10/7/2016	601 F ST.	61.00	490.00
44888	11/16/2016	00693	DEGUJA, PRISCILLA	11/14/2016	11.14.16 ADULT COOKING CL	14.00	14.00
44889	11/16/2016	00978	CASTRO, RUDOLFO	11/14/2016	11.14.16 DEPOSIT REFUND	50.00	50.00
44890	11/16/2016	01183	BEST BEST & KRIEGER LLP	11/7/2016	CITY ATTORNEY SERVICES	17,260.07	
			783167	11/7/2016	CITY ATTORNEY SPECIAL SE	1,402.40	18,959.47
			783170	11/7/2016	CITY ATTORNEY BASIC SERV	297.00	
44891	11/16/2016	01344	PROJECT READ	11/8/2016	PROJECT READ	1,650.00	1,650.00
44892	11/16/2016	01367	DUO DANCE ACADEMY	11/14/2016	DANCE CLASSES	600.00	600.00
44893	11/16/2016	01450	SAN MATEO LAWN MOWER	10/30/2016	POLE SAW	709.03	709.03
44894	11/16/2016	01825	TRAINING FOR SAFETY, INC.	11/8/2016	M. KENDRICK ADVANCED DIS	218.00	218.00
44895	11/16/2016	02082	VINCE'S OFFICE SUPPLY, INC	10/31/2016	OFFICE SUPPLIES	301.77	301.77
44896	11/16/2016	02118	BAY AREA NEWS GROUP	10/31/2016	SEPT 19 - OCT 17, 2016 CLAS	656.18	656.18
44897	11/16/2016	02182	DALY CITY KUMON CENTER	11/8/2016	TUTORING	4,765.00	4,765.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
44898	11/16/2016	02216	RAMOS OIL CO. INC.	800191	10/31/2016	PD GASOLINE PURCHASES 2	1,146.10
				798617	10/20/2016	PD GASOLINE PURCHASES 1	1,095.93
				797021	10/10/2016	PD GASOLINE PURCHASES 1	894.31
				799204	10/20/2016	RECREATION GASOLINE PUF	41.83
44899	11/16/2016	02274	FRANK AND GROSSMAN LANI150894	11/1/2016	LANDSCAPING	10,200.00	3,178.17
44900	11/16/2016	02303	MALDONADO, VICTOR	2000636.003	11/7/2016	11.07.16 DEPOSIT REFUND	10,200.00
44901	11/16/2016	02309	PARKPACIFIC, INC.	021263	11/7/2016	COLUMBIA CASCADE TIMBEF	275.00
44902	11/16/2016	02432	GALVAN, PETE	2000638.003	11/7/2016	11.07.16 DEPOSIT REFUND	536.41
44903	11/16/2016	02728	TRUGREEN LIMITED PARTNE Nov 2016		11/1/2016	429 D ST. TARGETED INSECT	50.00
44904	11/16/2016	02742	WOO, CASSANDRA	2000642.003	11/14/2016	11.14.16 ADULT HOLIDAY PAR	400.00
44905	11/16/2016	02864	MOBILE MODULAR MANAGEM1147710		10/20/2016	24X60 HCD OFFICE RENTAL	15.00
				1142968	10/14/2016	8X20 OFFICE HCD, RAMP REI	721.36
44906	11/16/2016	02894	ARC DOCUMENT SOLUTIONS1543543		9/27/2016	PROJECT PLANS/SPECS FOF	439.38
				1565899	10/28/2016	WORK ORDER # P1159251. B.	5,009.96
				1565891	10/28/2016	TOWN HALL RENOVATION - II	2,969.14
				1559125	10/19/2016	COLMA TOWN HALL ADDEND	304.39
				1543329	9/26/2016	COLMA TOWN PLANS & SPEC	195.49
				1554790	10/12/2016	CAMPUS PROJECT INFILL & ;	78.91
				1564822	10/27/2016	TOWN OF COLMA	6.00
44907	11/16/2016	02913	FARALLON COMPANY	1601-09	9/30/2016	PMT # 9 WORK TO 09/30/16	3.27
44908	11/16/2016	02975	METAL BUILDING COMPANY	4678	10/31/2016	RELEASE RETENTION PMT #	104,370.80
44909	11/16/2016	02991	TAPIA, CARLA	2000643.003	11/14/2016	11.14.16 DEPOSIT REFUND	2,341.25
							300.00

o total for FIRST NATIONAL BANK OF DALY CITY: 179,949.59

38 checks in this report.

Grand Total All Checks:

179,949.59

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
44910	11/21/2016	00057	CINTAS CORPORATION #2	11/4/2016	PW FIRST AID SUPPLIES	182.96	182.96
44911	11/21/2016	00057	CINTAS CORPORATION #2	10/31/2016	REC FIRST AID SUPPLIES	31.89	31.89
44912	11/21/2016	00093	CITY OF SOUTH SAN FRANCISCO	11/9/2016	DISPATCH SERVICES	8,902.13	8,902.13
44913	11/21/2016	00093	CITY OF SOUTH SAN FRANCISCO	11/02/2016	11/02/16 RECORDS AND SUPPLIES	210.00	210.00
44914	11/21/2016	00112	DEPARTMENT OF JUSTICE	11/2/2016	HR ACCOUNT #145931	128.00	128.00
44915	11/21/2016	00282	CALIFORNIA PUBLIC EMPLOYERS	11/14/2016	MEDICAL INSURANCE	43,166.32	43,166.32
44916	11/21/2016	00307	PACIFIC GAS & ELECTRIC	11/9/2016	0576889222-5 1180 EL CAMINO	267.50	284.73
				11/9/2016	0035222590-8 1180 EL CAMINO	17.23	
44917	11/21/2016	00411	TURBO DATA SYSTEMS	10/31/2016	CITATION PROCESSING	115.80	115.80
44918	11/21/2016	00460	SMC JOBS FOR YOUTH	11/16/2016	FY 2016-2017 COUNCIL APPR	500.00	500.00
44919	11/21/2016	00623	ARAMARK	10/31/2016	UNIFORM SERVICE	412.00	412.00
44920	11/21/2016	00907	MERRIE OLDE CHRISTMAS C.	11/5/2016	12/03/16 PERFORMANCE AT F	295.00	295.00
44921	11/21/2016	00978	CASTRO, RUDOLFO	11/15/2016	11.15.16 DEPOSIT REFUND	50.00	62.00
				11/15/2016	11.15.16 DEPOSIT REFUND	12.00	
44922	11/21/2016	01036	MANAGED HEALTH NETWORK	11/16/2016	EMPLOYEE ASSISTANCE PRG	99.20	99.20
44923	11/21/2016	01037	COMCAST CABLE	11/7/2016	8155 20 022 0096715 601 F ST	106.20	106.20
44924	11/21/2016	01183	BEST BEST & KRIEGER LLP	11/7/2016	CITY ATTORNEY THIRD PART	4,691.63	4,691.63
44925	11/21/2016	01308	EEL RIVER FUELS, INC.	11/25/2016	PW GAS PURCHASES	225.94	225.94
44926	11/21/2016	01414	VERANO HOMEOWNERS ASS12	12/1/2016	VERANO OWNERS ASSOCIAT	300.00	300.00
44927	11/21/2016	01549	BURNS, LORI	11/16/2016	OCT 25 - NOV 13, 2016 REIME	460.72	460.72
44928	11/21/2016	01565	BAY CONTRACT MAINTENANCE	11/10/2016	JANITORIAL SERVICES	8,038.84	8,819.74
				11/10/2016	PAPER SUPPLIES	780.90	
44929	11/21/2016	01687	UNITED SITE SERVICES OF	11/8/2016	STANDARD AND REGULAR SI	128.01	128.01
44930	11/21/2016	02132	WOLLMAN, JASON	11/16/2016	NOV 7-10, 2016 ADVANCED O	57.46	57.46
44931	11/21/2016	02499	GE CAPITAL INFORMATION	10/7/2016	PD COPY MACHINE RENTAL	810.78	
				11/5/2016	REC COPY MACHINE RENTAL	602.56	1,413.34
44932	11/21/2016	02510	REGIONAL GOVERNMENT SE	10/31/2016	CONTRACT FINANCE SERVIC	6,026.00	6,026.00
44933	11/21/2016	02583	CRIME SCENE CLEANERS, IN	11/11/2016	CAR #5 CLEAN & DISINFECT,	70.00	70.00
44934	11/21/2016	02623	BLOEBAUM, CYNTHIA	Nov 16, 2016 Co	COOKING CLASSES	875.00	875.00
44935	11/21/2016	02635	VOLUNTEERS IN MEDICINE -	10/12/2016	FY 2016-2017 COUNCIL APPR	2,000.00	2,000.00
44936	11/21/2016	02793	DITO'S MOTORS	11/11/2016	2015 FORD EXPLORER #1 Cl	40.00	40.00
44937	11/21/2016	02849	U.S. BANK PARS ACCOUNT, 6	Dec 2016 OPEB	11/17/2016 OPEB CONTRIBUTION	91,633.00	91,633.00

o total for FIRST NATIONAL BANK OF DALY CITY: 171,237.07

28 checks in this report.

Grand Total All Checks:

171,237.07

Final Check List
Town of Colma

apChkLst
11/22/2016 3:26:37PM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
44938	11/23/2016	00047	11232016 B	11/23/2016	CLEA: PAYMENT	294.00	294.00
44939	11/23/2016	00068	11232016 B	11/23/2016	COLMA PEACE OFFICERS: P/	652.14	652.14
44940	11/23/2016	00282	11232016 B	11/23/2016	DEC 2016 ACTIVE PREMIUMS	63,684.50	63,684.50
44941	11/23/2016	00631	11232016 B	11/23/2016	PERS - BUYBACK: PAYMENT	24,494.54	
			11232016 B	11/23/2016	PERS MISC NON-TAX: PAYME	10,011.03	34,505.57
44942	11/23/2016	01340	11232016 B	11/23/2016	FLEX 125 PLAN: PAYMENT	362.31	362.31
44943	11/23/2016	01360	11232016 B	11/23/2016	ICMA CONTRIBUTION: PAYME	3,367.00	3,367.00
44944	11/23/2016	01375	11232016 B	11/23/2016	NATIONWIDE: PAYMENT	6,200.00	6,200.00
44945	11/23/2016	02224	11232016 B	11/23/2016	LIFE INSURANCE: PAYMENT	332.70	332.70
44946	11/23/2016	02377	11232016 B	11/23/2016	WAGE GARNISHMENT: PAYM	553.84	553.84
93421	11/23/2016	00130	11232016 B	11/23/2016	CALIFORNIA STATE TAX: PAY	7,481.31	7,481.31
93422	11/23/2016	00521	11232016 B	11/23/2016	FEDERAL TAX: PAYMENT	37,767.73	37,767.73

b total for FIRST NATIONAL BANK OF DALY CITY: 155,201.10

11 checks in this report.

Grand Total All Checks:

155,201.10

Final Check List
Town of Colma

apChkLst
11/28/2016 10:45:53AM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
44947	11/28/2016	00004	AT&T	11/13/2016	C3A1210TS01 10/13/16-11/12/	1,508.79	1,508.79
44948	11/28/2016	00051	CALIFORNIA WATER SERVICE6544607057 1727052702	11/16/2016	6544607057 SW CORNER HIL	290.43	488.25
44949	11/28/2016	00117	DELTA DENTAL OF CALIFORNIA01913408	12/1/2016	DENTAL INSURANCE	12,421.20	12,421.20
44950	11/28/2016	00307	PACIFIC GAS & ELECTRIC 0512181543-4	11/10/2016	0512181543-4 STREET LIGHT	1,854.33	1,854.33
44951	11/28/2016	00361	SMC CITY MANAGER'S ASSO12/02/2016 Lun	11/21/2016	12/02/16 HOLIDAY LUNCHEON	180.00	180.00
44952	11/28/2016	00534	SMC INFORMATION SERVICE:1YCL11610	11/14/2016	MICRO CHANNEL & LINES	880.00	880.00
44953	11/28/2016	00631	P.E.R.S. 10000001481176	9/3/2016	FEES FOR GASB-68 REPORT	3,900.00	3,900.00
44954	11/28/2016	01037	COMCAST CABLE 11/27-12/26 XFII	11/17/2016	8155 20 022 0002770 1520 HIL	10.20	10.20
44955	11/28/2016	01076	API CONSULTING 16-10	11/22/2016	RECORDS MANAGEMENT	4,320.00	4,320.00
44956	11/28/2016	01472	DELATORRE, MARIELA 2000649.003	11/21/2016	11.21.2016 DEPOSIT REFUND	50.00	50.00
44957	11/28/2016	01511	GONZALEZ, JOSE 2000650.003	11/21/2016	11.21.2016 DEPOSIT REFUND	50.00	50.00
44958	11/28/2016	02173	THE RADAR SHOP RS-9492	11/15/2016	SPEEDGUN HANDLE #8263: F	145.75	145.75
44959	11/28/2016	02224	STANDARD INSURANCE COMDec 2016	11/14/2016	LIFE INSURANCE	225.50	225.50
44960	11/28/2016	02317	CUS, ERIN Replaces Ck #44	11/28/2016	REPLACES CK #44107 MAY 7-	800.00	800.00
44961	11/28/2016	02788	LUNA-SEVILLA, MARGARET-RSept 10-Nov 19	11/21/2016	PALANGO/TONING CLASSES	326.00	326.00
44962	11/28/2016	02827	CORODATA SHREDDING, INC.DN1139204	10/31/2016	SHREDDING SERVICE ADMIN	39.00	39.00
44963	11/28/2016	02913	FARALLON COMPANY 1609-1	11/22/2016	Pmt #1 Level 1 Foundations Wc	455,191.45	539,826.95
			1601-10	10/31/2016	PMT #10 WORK TO 10/31/16	84,635.50	567,025.97
b total for FIRST NATIONAL BANK OF DALY CITY:							

17 checks in this report.

Grand Total All Checks:

567,025.97

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
44964	11/28/2016	01291	2016-2017 1st &	11/1/2016	006-388-540 601 F ST. MOSQI	25.88	25.88
b total for FIRST NATIONAL BANK OF DALY CITY:						25.88	25.88

1 checks in this report.

Grand Total All Checks: 25.88



ORDINANCE NO. _____**ORDINANCE ADOPTING AN AMENDED ZONING MAP AND APPROVING A
PLANNED DEVELOPMENT ZONE FOR 1670-1692 MISSION ROAD (REZONING
PROPERTY FROM C/DR TO PD/DR)**

Property Owner: Archdiocese of San Francisco
 Applicant: Mercy Housing California 66, L.P.
 Location: 1670-1692 Mission Road
 APN: 011-370-220

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

1. BACKGROUND

(a) The Town received an application from Mercy Housing California L.P. for approval of a Planned Development for the property at 1670-1690 Mission Road, Colma (Assessor's Parcel Number: 011-370-220) to allow for a 66 unit multi-family housing project (the "Project"). A Planned Development Rezoning is requested for multi-family uses in an existing Commercial (C) zone.

(b) The application was reviewed pursuant to the requirements of the California Environmental Quality Act (CEQA), and the City Council considered all environmental impacts of the Project. In so doing, the City Council adopted Resolution No. 2016-55 certifying the Final Environmental Impact Report and adopting Findings, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program.

(c) A public hearing was held on this matter on November 9, 2016 and evidence was taken at the public hearing

(d) The City Council has duly considered said application, the staff report and public comments thereon.

2. FINDINGS

The City Council finds that:

a) That the proposed uses are, in substantial part, generally or conditionally permitted under the zoning classification for the proposed district in existence at the time of the application.

Discussion: The subject property is designated commercial in the General Plan, zoned Commercial/Design Review and located on Mission Road. The commercial land use designation and zoning district allow for multi-family residential with approval of a Planned Development (PD) rezoning and with the issuance of a Conditional Use Permit. Provided that the City Council approves the Conditional Use Permit, the proposed uses are, in substantial part, generally or conditionally permitted under the zoning classification for the proposed district in existence at the time of the application.

The project site is designated in the 2015 Colma Housing Element for housing, and can only be developed for housing unless a suitable substitute site is found to replace the units that could have been built on the site.

- b) The uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.

Discussion: The proposed project was evaluated for compliance with the Colma General Plan and Zoning Code. The proposed project was also evaluated under the California Environmental Quality Act to determine if the project posed any impacts on the environment. The Final EIR identifies mitigation measures that are required to reduce any impacts to a less than significant level. The project, with compliance with the mitigation measures, would not be detrimental to the public health, safety, or welfare of those in the vicinity. Zoning compliance includes an evaluation of the project's compliance with development standards such as setbacks, landscaping and off-street parking and signage. As set forth in the Planned Development zoning for site, the proposal meets all development standards.

- c) The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic and the density will not generate traffic in such amounts as to overload the street network outside the PD District.

Discussion: All of the development is served by existing streets with all access from Mission Road. Anticipated traffic and the density will not generate traffic in such amounts as to overload the street network outside the PD District. As studied in the EIR, under cumulative conditions both without and with the project, the intersection of El Camino Real and Mission Road would operate at LOS C or better for all movements during both peak hours. The intersection of Mission Road and Lawndale Boulevard would operate at an acceptable LOS D during both the AM and PM peak hours under cumulative conditions both without and with the project. Under cumulative conditions with the project, the project site driveways would operate at an overall LOS A, with the worst movement (outbound out of the site driveway) operating at LOS B during both peak hours. Therefore, the project's contribution to traffic volumes would not be cumulatively considerable so as to overload the street network outside the PD District.

There is sufficient off-street parking proposed to satisfy anticipated parking demand for residents, employees and guests.

- d) The proposed development can be economically justified at the location proposed.

Discussion: An investment of over 30 million dollars will be made on the project. Mercy Housing California will have the resources to maintain the project during the life of the project. Therefore, the development can be economically justified at the location proposed.

- e) The impact created by the development can be absorbed and serviced by the Town.

Discussion: The applicant proposes to staff the apartment building on a 24 hour basis and proposes to operate the facility in a manner that will minimize calls for police and

fire services. As discussed in the EIR, the project will create a minor increase in demand for recreation services, but not sufficient enough to warrant hiring of additional employees. No unusual demands for water and sewer service will occur. Utilities exist in the adjacent street and are available to the property.

3. PLANNED DEVELOPMENT ZONE

The City Council hereby approves and applies the Planned Development (PD) overlay zone to the property, as shown on the Amended Zoning Map attached hereto as Exhibit A and incorporated by reference herein, subject to the standards set forth in the next section.

4. STANDARDS

Development of the site will be subject to the following standards:

(a) *Land Use.* The site may be developed and used for a 66 unit residential apartment building with supportive housing services and associated office, administrative, community and storage uses. A Planned Development Use Permit is required for the use.

(b) *Design Review.* The design of the Site Plan and all structures on the site are subject to review and approval in accordance with the Town's Design Review Standards.

(c) *Maximum Building Height.* A three-story building is permitted on the site, not to exceed 39 feet in height to the highest point on the building, including the elevator shafts.

(d) *Street Frontage.* A minimum eight (9) foot wide planting strip shall be provided and maintained along the Mission Road frontage (except at driveway cuts).

(e) *Off-Street Parking.* The property shall have a minimum of sixty nine (69) off-street parking spaces, including a minimum of four (4) disabled parking spaces, one of which must be van accessible. Standard spaces shall be no smaller than 9' wide and 18' long. Disabled parking spaces shall meet ADA width and overhead clearance requirements. All parking spaces shall be served by an access aisle no smaller than 24' wide. Residents and employees shall use parking spaces in the back of the parking lot and the spaces behind the building to free up visitor parking spaces close to the building entrance, adjacent to Mission Road.

(f) *Open space features.* Development of the site shall include:

- Two landscaped resident courtyard areas enclosed by an ornamental fence and site landscaping;
- A dog park for resident use;
- A publically accessible outdoor area (plaza) with a picnic table and interpretive historic display; and
- An area with gardening plots for resident use.

(g) *Access.* The horseshoe driveway on the site also functions as a fire lane and shall be kept free from vehicles and delivery trucks at all times. The project relies on an access

Certification of Adoption

I certify that the foregoing Ordinance No.____ was introduced at a regular meeting of the City Council of the Town of Colma held on November 9, 2016, and duly adopted at a regular meeting of said City Council held on _____, 2016 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
<i>Voting Tally</i>					

Dated _____

Mayor

Attest: _____

Caitlin Corley, City Clerk



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

**AN ORDINANCE AMENDING COLMA MUNICIPAL CODE SECTIONS 5.01.080
AND 5.03.350 AND ADDING SECTION 5.03.355, TO REGULATE THE
PERSONAL, MEDICAL, AND COMMERCIAL USE OF MARIJUANA**

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

ARTICLE 1. RECITALS.

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

(b) California Government Code section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan.

(c) The Town passed Ordinance No. 754 on January 13, 2016 to continue the Town's prohibition on marijuana dispensaries, but adding to the prohibition list medical marijuana manufacturers, cultivation, and delivery services.

(d) The Town desires to continue to ban all marijuana dispensaries, cultivation, and delivery service land uses within Town Limits to the extent allowed by California law. This Ordinance updates the Municipal Code to effectuate that aim.

(e) On June 28, 2016, the Secretary of State certified Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA"), for the November 8, 2016 ballot.

(f) The AUMA is law as majority of the electorate voted "Yes" on the proposition.

(g) The AUMA would regulate, among other items, the use of marijuana for personal and commercial purposes, including the recreational use of marijuana by adults over 21 years of age.

(h) To regulate personal use of marijuana the AUMA would add Section 11362.1 to the Health and Safety Code, which makes it "lawful under state and local law" for persons 21 years of age or older to "possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older without any compensation whatsoever" up to 28.5 grams of marijuana in the form of concentrated cannabis or not more than eight grams of marijuana in the form of concentrated cannabis contained in marijuana products.

(i) The AUMA would make it lawful for those individuals to "possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants.

(j) The AUMA would make it lawful for those individuals to smoke or ingest marijuana or marijuana products.



- (k) Should the AUMA pass, many of its provisions would take effect on November 9, 2016.
- (l) To regulate commercial use of marijuana, the AUMA would add Division 10 (Marijuana) to the Business & Professions Code, which grants state agencies “the exclusive authority to create, issue, renew, discipline, suspend, or revoke” licenses for businesses including the transportation, storage, distribution, sale, cultivation, manufacturing, and testing of marijuana.
- (m) The AUMA provides that the above state agencies shall promulgate rules and regulations and shall begin issuing licenses under Division 10 by January 1, 2018.
- (n) The AUMA states that a local jurisdiction shall not prevent transportation of marijuana or marijuana products on public roads by a licensee transporting marijuana or marijuana products in compliance with Division 10.
- (o) The AUMA would authorize cities to “reasonably regulate” without completely prohibiting cultivation of marijuana inside a private residence or inside an “accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure.”
- (p) The AUMA would authorize cities to completely prohibit outdoor cultivation on the grounds of a private residence, up to and until a “determination by the California Attorney General that nonmedical use of marijuana is lawful in the State of California under federal law.”
- (q) The AUMA would authorize cities to completely prohibit the establishment or operation of any marijuana business licensed under Division 10 within its jurisdiction, including marijuana dispensaries, marijuana retailers, and marijuana delivery services.
- (r) Absent appropriate local regulation authorized by the AUMA, state regulations will control.
- (s) The “Medical Marijuana Regulation and Safety Act” (“MMRSA”), which took effect January 1, 2016, regulates use of marijuana for medical purposes.
- (t) The MMRSA contains a provision which provides that the State shall become the sole authority for regulation under certain parts of the Act unless local governments pass their own regulations.
- (u) In May 2013, the California Supreme Court held in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.*, 56 Cal. 4th 729 (2013) that cities have the authority to regulate or ban outright medical marijuana land uses.
- (v) The California Attorney General’s August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.
- (w) Under the Federal Controlled Substances Act, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need.

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

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

(z) The subject Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), 15060(c)(3) and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not a project as defined in Section 15378, and the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA.

(aa) This Ordinance would amend Chapters 5.01 and 5.03 to clarify the substantive objectives of the Municipal Code regarding the Town's regulation of marijuana within its Town limits and to preemptively address some proposed changes to California law as the AUMA passed on November 8, 2016.

ARTICLE 2. INCORPORATION OF RECITALS.

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

ARTICLE 3. CMC SECTION 5.01.080 AMENDED.

Section 5.01.080 is amended to remove the following:

5.01.080 Definitions.

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

~~*Cannabis dispensary* means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail~~

sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale.

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

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

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

~~*Medical Marijuana Dispensary* means any facility or location, whether fixed or mobile, where medical marijuana is made available to or distributed by or distributed to one (1) or more of the following: a primary caregiver, a qualified patient, or a patient with an identification card, as those terms are defined in California Health and Safety Code Section 11362.5 et seq. A "Medical Marijuana Dispensary" shall not include the following uses, as long as the location of such uses is otherwise regulated by this Code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code; a healthcare facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code; a facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code; a residential care facility for persons with chronic life threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code; a residential care facility for elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health & Safety Code, as long as such use complies strictly with applicable law, including but not limited to, Health & Safety Code Section 11362.5 et seq.~~

ARTICLE 4. CMC SECTION 5.01.080 AMENDED.

Section 5.01.080 is amended to add the following:

5.01.080 Definitions.

"Commercial marijuana activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of marijuana and marijuana products.

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

"Delivery" means the commercial transfer of marijuana or marijuana products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under California law, that enables customers to

arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

"Distribution" means the procurement, sale, and transport of marijuana and marijuana products between entities for commercial use purposes.

"Licensee" means the holder of any state issued license related to marijuana activities, including but not limited to licenses issued under Division 10 of the Business & Professions Code.

"Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.

"Marijuana" means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include:

1. Industrial hemp, as defined in Section 11018.5 of the California Health & Safety Code; or

2. The weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

"Marijuana accessories" means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana or marijuana products into the human body.

"Marijuana products" means marijuana that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing marijuana or concentrated cannabis and other ingredients.

"Person" includes any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

"Private residence" means a house, an apartment unit, a mobile home, or other similar dwelling.

"Sale" includes any transaction whereby, for any consideration, title to marijuana is transferred from one person to another, and includes the delivery of marijuana or marijuana products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of marijuana or marijuana products by a licensee to the licensee from whom such marijuana or marijuana product was purchased. et seq.

ARTICLE 5. CMC SECTION 5.03.350 AMENDED.

Section 5.03.350(c) is amended to read in its entirety as follows:

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

ARTICLE 6. CMC SECTION 5.03.355 ADDED.

Section 5.03.355 is added to read in its entirety as follows:

(a) Purpose. The purpose of this Section is to regulate personal, medical, and commercial marijuana uses. Nothing in this Section shall preempt or make inapplicable any provision of state or federal law.

(b) Personal Use.

(1) For purposes of this subsection, personal recreational use, possession, purchase, transport, or dissemination of marijuana shall be considered unlawful in all areas of the Town to the extent it is unlawful under California law.

(2) Outdoor Cultivation. A person may not plant, cultivate, harvest, dry, or process marijuana plants outdoors in any zoning district of the Town. No use permit, building permit, variance, or any other permit or entitlement, whether administrative or discretionary, shall be approved or issued for any such use or activity.

(3) Indoor Cultivation.

(i) A person may not plant, cultivate, harvest, dry, or process marijuana plants inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence, or inside any other enclosed structure within any zoning district of the Town. No use permit, building permit, variance, or any other permit or entitlement, whether administrative or discretionary, shall be approved or issued for any such use or activity.

(ii) To the extent a complete prohibition on indoor cultivation is not permitted under California law, a person may not plant, cultivate, harvest, dry, or process marijuana plants inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence, unless the person is issued an indoor cultivation permit by the Planning Department. A person may not plant, cultivate, harvest, dry, or process marijuana plants inside any enclosed structure within any zoning district of the Town which is not either a private residence or an accessory structure to a private residence located upon the grounds of a private residence.

(iii) The Planning Department will issue application and processing guidelines for the indoor cultivation permit. No indoor cultivation permit shall be issued prior to the release of these guidelines, and no permit shall be granted which has not complied fully with the application and processing requirements.

(c) Medical Use.

(1) Cultivation of medical marijuana pursuant to Section 11362.77 of the California Health & Safety Code is subject to the cultivation requirements laid out in subsection (b) of this Section.

(2) The establishment or operation of any medical marijuana collective, cooperative, dispensary, delivery service, operator, establishment, or provider shall be considered a prohibited use in all zoning districts of the Town. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment of any collective, cooperative, dispensary, delivery service, operator, establishment, or provider in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.

(d) Commercial Use.

(1) The establishment or operation of any business of commercial marijuana activity is prohibited. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of any such business or operation. Such prohibited businesses or operations may include, but are not limited to:

(i) The transportation, delivery, storage, distribution, or sale of marijuana, marijuana products, or marijuana accessories;

(ii) The cultivation of marijuana;

(iii) The manufacturing or testing of marijuana, marijuana products, or marijuana accessories; or

(iv) Any other business licensed by the state or other government entity under Division 10 of the California Business & Professions Code, as it may be amended from time to time.

(e) Penalty for Violations. No person, whether as principal, agent, employee or otherwise, shall violate, cause the violation of, or otherwise fail to comply with any of the requirements of this section. Every act prohibited or declared unlawful, and every failure to perform an act made mandatory by this section, shall be a misdemeanor or an infraction, at the discretion of the City Attorney or the District Attorney. In addition to the penalties provided in this section, any condition caused or permitted to exist in violation of any of the provisions of this section is declared a public nuisance and may be abated as provided in Subchapter 1.05 of this Municipal Code and/or under state law.

ARTICLE 7. SEVERABILITY.

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

ARTICLE 8. NOT A CEQA PROJECT.

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

ARTICLE 9. EFFECTIVE DATE.

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

Certificate of Adoption

I certify that the foregoing Ordinance No. __ was duly introduced at a regular meeting of the City Council of the Town of Colma held on November 9, 2016 and duly adopted at a regular meeting of said City Council held on December __, 2016 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
<i>Voting Tally</i>					

Dated _____

Mayor

Attest: _____
Caitlin Corley, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Paul S. Rankin, Contract Finance Director
 VIA: Sean Rabé, City Manager
 MEETING DATE: December 14, 2016
 SUBJECT: First Quarter Financial Report (July 2016 – September 2016)

RECOMMENDATION

Staff recommends that the City Council adopt a

MOTION TO RECEIVE AND FILE THE FIRST QUARTER (JULY 2016 – SEPTEMBER 2016)
 FINANCIAL REPORT AND DIRECT STAFF TO POST A COPY ON THE TOWN WEBSITE

EXECUTIVE SUMMARY

In order to provide the City Council and the public with periodic updates on the Town Finances, Staff prepared a Quarterly Report. The focus of the information is on the General Fund. This report compares the current year performance to the amended Budget as well as providing a comparison to the same period in the previous year.

FISCAL IMPACT

Although there are some deviations based on timing, overall revenue and expenses are tracking as expected with the current Budget.

ANALYSIS

Staff reviewed the revenue and expenditures recorded during the first three months of the Fiscal Year. This serves as a means to formally assess the budget performance as well as to serve as possible early disclosure if trends are not following the expected pattern. The review was completed prior to any audit adjustments from June 30, 2016 results.

The Quarterly Report (Attachment A) summarizes the results at a high level and also discusses the reasons for any significant deviations. Most of the deviations are caused by timing differences. Since history can also be helpful in detecting deviations, the report also provides a matching snapshot for the same period in the previous year.

The General Fund includes budgeted revenue of approximately \$16.6 million and budgeted expenditures of \$14.0 million. In addition the General Fund has net budgeted transfers of approximately \$0.9 million. Approximately 12% of the budgeted revenue was collected in the first 3 months. This is typical since sales tax, the most significant revenue, lags by approximately 3 months. Total expenditures to date were approximately 33% of the amount

budgeted. This was impacted by the pre-payment of PERS retirement costs and is a trend similar to the previous year.

The format of the report has been revised to also include a high level summary table of the status of all funds. Prior reports have focused solely on the General Fund. Additional details are described in Attachment A.

Reasons For the Recommended Action

Acceptance of the report provides disclosure of current year revenue and expenditure trends.

COUNCIL ADOPTED VALUES

The Staff recommendation is consistent with the Council adopted values of:

- *Responsibility*: Making decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.
- *Fairness*: Support the public's right to know and promote meaningful public involvement.

CONCLUSION

Staff is requesting that the City Council receive and file the report and direct Staff to post a copy to the Town website.

ATTACHMENTS

A. Quarterly Financial Report – First Quarter 2016-2017 (July 2016 – September 2016).



QUARTERLY FINANCIAL REPORT FIRST QUARTER 2016-2017 (July 1, 2016 – September 30, 2016)

This report provides an overview and summarized information on the Town Finances. For the Town of Colma, the General Fund represents the most significant portion of the annual revenue and expenditures. Therefore, the focus of the report will be on the performance of the General Fund, unless otherwise noted. The format of the report compares preliminary data from the Prior Year actual results to the Current Year Budget / Quarterly Actual. The prior year amounts are subject to final audit adjustments.

GENERAL FUND FINANCIAL POSITION

In Fiscal Year 2016-2017 the General Fund includes budgeted revenue of approximately \$16.6 million and budgeted expenditures of \$14.0 million. In addition the General Fund has net budgeted transfers of approximately \$0.9 million. A transfer represents resources in one fund that are transferred to another fund. The primary transfers in the current year budget are for Capital Project funding and Debt Service.

	FISCAL YEAR 2015-2016			FISCAL YEAR 2016-2017		
	Actual Fiscal Year	1st Qtr Actual	% Actual For Period	Budget Fiscal Year	1st Qtr Actual	% of Budget For Period
Revenue	\$17,731,195	\$1,354,112	7.6%	\$16,582,712	\$2,064,142	12.4%
Expenditures	(13,410,013)	(4,961,871)	37.0%	(13,982,550)	(4,594,651)	32.9%
Transfers In	0	0		0	0	
Transfers (Out)	(9,833,630)	0		(853,170)	0	
Net Change	(5,512,447)	(3,607,759)		1,746,992	(2,530,509)	
Beginning Balance	28,117,913	28,117,911		22,639,938	22,639,938	
Balance Year To Date	22,605,466	24,510,152		24,386,930	20,109,429	

MAJOR GENERAL FUND REVENUE SOURCES

Over 90 percent of the budgeted General Fund Revenues are concentrated in four revenue types. Revenues collected are not evenly distributed from month to month.

	FISCAL YEAR 2015-2016			FISCAL YEAR 2016-2017		
	Actual Fiscal Year	1st Qtr Actual	% Actual For Period	Budget Fiscal Year	1st Qtr Actual	% of Budget For Period
Sales Taxes	\$10,851,062	\$552,800	5.1%	\$10,550,000	\$1,155,983	11.0%
Cardroom Taxes	4,039,518	625,725	15.5%	3,790,000	714,964	18.9%
Property Taxes	562,378	746	0.1%	576,300	995	0.2%
Sewer Fees	836,480	0	0.0%	710,000	0	0.0%
Sub-Total Major Revenue	\$16,289,438	\$1,179,271	7.2%	\$15,626,300	\$1,871,941	12.0%
Total All Gen Fund Revenue	\$17,731,195	\$1,354,112		\$16,582,712	\$2,064,142	
% of Total Revenue (5 Revenues)	91.9%	87.1%		94.2%	90.7%	

As shown in the previous table only 12% of the expected General Fund Revenue was collected in the first quarter of the Fiscal Year. A narrative explanation is provided below for key deviations.

MAJOR REVENUE (Continued)

- Sales Tax revenue in the first quarter represents mostly advances received and the Board of Equalization will issue a clean-up payment in the next quarter.
- Sales Tax in the previous year was lower due to the State distribution late in the year of the sales tax / "triple-flip funds". The wind-down of triple flip payments was mostly completed last year.
- Cardroom taxes collected in the first quarter are running ahead of last year. Staff will be monitoring actual collections as part of any mid-year budget adjustments.
- Sewer Fees are collected on the Property Tax bill. The majority of payments collected on the Property Tax bill are received in December and April.

GENERAL FUND EXPENDITURES

When compared to the prior year performance expenditures in the first quarter were lower in the current year.

	FISCAL YEAR 2015-2016			FISCAL YEAR 2016-2017		
	Actual Fiscal Year	1st Qtr Actual	% Actual For Period	Budget Fiscal Year	1st Qtr Actual	% of Budget For Period
General Government	\$3,194,542	\$1,689,368	52.9%	\$3,081,870	\$1,094,408	35.5%
Police	5,535,529	1,633,635	29.5%	6,215,960	1,996,654	32.1%
Engineering / Building / Planning	1,381,129	198,605	14.4%	1,407,000	137,959	9.8%
Public Works Maintenance	1,970,819	1,088,967	55.3%	1,735,530	997,561	57.5%
Recreation Services	864,463	257,546	29.8%	961,740	278,883	29.0%
Facility Maintenance	463,531	93,750	20.2%	580,450	89,185	15.4%
TOTAL	\$13,410,013	\$4,961,871	37.0%	\$13,982,550	\$4,594,651	32.9%

- General Government expenditures are lower in the current year, because in FY 2015-16 the retiree medical expense is reported entirely under the General Government category. With the establishment of an OPEB Trust the entire annual estimated contribution was paid into the Trust in July 2016. In the current year these costs are budgeted proportionately in each Department.
- Police expenses are more than the prior year primarily due to fewer vacancies, increases retirement costs, and the inclusion of Retiree Medical expenses in each Department.
- Engineering / Planning / and Building are contract services and there can be differences in timing of the payments.
- Public Works costs are lower due primarily to lower contract sewer service costs in the current year.

The following table also displays the expenses organized by expenditure type.

	FISCAL YEAR 2015-2016			FISCAL YEAR 2016-2017		
	Actual Fiscal Year	1st Qtr Actual	% Actual For Period	Budget Fiscal Year	1st Qtr Actual	% of Budget For Period
Salaries & Benefits	\$7,131,857	\$2,812,634	39.4%	\$8,128,220	\$2,657,054	32.7%
Operating Services & Supplies	2,272,106	333,588	14.7%	1,690,980	298,032	17.6%
Contractual / Professional Services	2,207,236	363,562	16.5%	2,372,350	288,922	12.2%
Infrastructure Maint Contract Svcs	281,416	42,264	15.0%	306,000	21,512	7.0%
Sewer Services	940,029	916,467	97.5%	890,000	814,542	91.5%
Insurance (Liability/Property/WC)	577,369	493,355	85.4%	595,000	514,589	86.5%
TOTAL	\$13,410,013	\$4,961,871	37.0%	\$13,982,550	\$4,594,651	32.9%
OTHER USES / (TRANSFERS)	\$9,833,630	\$0		\$853,170	\$0	
EXPENDITURES & TRANSFERS	\$23,243,643	\$4,961,871		\$14,835,720	\$4,594,651	

Overall the expenditures for the first quarter are expected to trend within the adopted budget. Information related to significant deviations are discussed below:

- As shown in the previous table salaries and benefits are the most significant portion of General Fund expenditures.
- Contract services include a variety of professional as well as service contracts associated with providing Town services.
- Sewer Service Charges are near the full budgeted amount after the first quarter. This is a typical pattern as the collection and treatment system payments to the providers are made in the first quarter of the Fiscal Year.
- Insurance costs are near the full budgeted amount after the first quarter. This is a typical pattern as most of these costs are insurance premiums. The premium payment is due in the first month of the Fiscal Year.

HIGH LEVEL SUMMARY – ALL FUNDS

The final page of this report includes a Table summarizing “All Funds” and their activity for the first quarter. format was prepared by the Finance Department to highlight in summary fashion key indicators of the Town Financial performance. As mentioned earlier the General Fund is the most significant to the operations of the Town, however, it is also appropriate to consider the other sources of funding. As shown the balance held in Capital Project Funds is approximately \$12.6 million. Also at the end of Fiscal Year 2015/2016 the City Council authorized a Fleet Replacement Fund, which has a balance of nearly \$0.8 million.

ADDITIONAL DETAILS AND INFORMATION

This format was prepared by the Finance Department to highlight in summary fashion key indicators of the Town Financial performance. Additional Financial Reports and Budgets are also available on the Town website www.colma.ca.gov. This report will be also be posted on the Town website.

**TOWN OF COLMA QUARTERLY REPORT OF ALL FUNDS
(PRELIMINARY BALANCE AND ACTIVITY - CASH BASIS)
QUARTER 1**

FUND TYPE / NAME	(Pre-Audit)	Fiscal Year To Date			PRELIMINARY ENDING BALANCE YTD
	BEGINNING FUND BALANCE 7/1/16	YTD REVENUE	TRANSFERS IN / (OUT)	YTD EXPENDITURES	
General					
11-General Fund	\$21,981,288	\$2,064,142		(\$4,594,651)	\$19,450,779
Sub-Total	21,981,288	2,064,142	0	(4,594,651)	19,450,779
Special Revenue					
21-State Gas Tax Fund	28,012	10,165		(1,589)	36,589
22- Measure A Transportation	58,438	9,195		0	67,633
29- Police Grants / (COPS)	127,619	38,876		(20,357)	146,138
Sub-Total	214,069	58,236	0	(21,946)	250,360
Capital Project Funds					
31- General CIP	8,772,941	0		(159,396)	8,613,545
33- Town Hall CIP Financed \$	4,457,192	6,406		(481,240)	3,982,359
Sub-Total	13,230,134	6,406	0	(640,636)	12,595,904
Debt Service Funds					
43- COP Debt Service	62	0	0	0	62
Sub-Total	62	0	0	0	62
Internal Service Funds					
61-Fleet Replacement	776,421	2,084	0	0	778,505
Sub-Total	776,421	2,084	0	0	778,505
Trust Funds*					
71-OPEB-Retiree Medical	1,094,504	299,463	0	(176,405)	1,217,562
72-Retirement (PARS)	18,914	404	0	(8)	19,311
Sub-Total	1,113,418	299,867	0	(176,412)	1,236,873
GRAND TOTAL	\$37,315,391	\$2,430,736	\$0	(\$5,433,645)	\$34,312,482

* These Trust Funds were established to report funding contributed to an irrevocable trust for retirement benefit purposes.
The funds are not available to the Town for General Operating and / or discretionary expenditures.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Cyrus Kianpour, City Engineer
 VIA: Sean Rabé, City Manager
 MEETING DATE: December 14, 2016
 SUBJECT: 442-468 B Street - Colma Estates Subdivision

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROVING THE FINAL MAP FOR THE COLMA ESTATES SUBDIVISION
 CREATING NINE SINGLE FAMILY RESIDENTIAL LOTS AT 442-468 B STREET AND
 AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT
 AGREEMENT

EXECUTIVE SUMMARY

On June 22, 2016, the City Council approved the tentative map for the nine- lot subdivision located at 442 - 468 B Street (Colma Estates Subdivision/Tealdi Subdivision). The City Engineer has examined the Final Map for the Tealdi Subdivision (Attachment B) and determined that the Final Map is in substantial conformance with the Tentative Map pursuant to California Government Code (GC) Section 66442.

FISCAL IMPACT

NONE

ANALYSIS

The site is currently one lot that includes greenhouse structures and a residence. The Applicant has an approved Tentative Map for this nine-Lot Subdivision and desires to have the City Council approve the related Final Map for same.

The applicant has agreed to install all public improvements for the 9 individual lots along B Street including sidewalks, street trees, street lighting, sewer, water, gas, electric, Comcast and AT&T. Subdivision improvement plans have been developed to document this commitment and a Subdivision Improvement Agreement has been developed which will be recorded with the Final Map to ensure the public improvements are completed.

The City Engineer has also reviewed and approved Civil Improvement Plans for the Colma Estates dated 11/8/2016 and the related Subdivision Improvement Agreement for public

improvements pursuant to the Conditions of Approval and CMC 5.02.100. The developer has also executed a Subdivision Improvement Agreement (Attachment C), as approved by the City Attorney as to form, and by the City Engineer as to substance, pursuant to CMC 5.02.170, paid all development fees and provided improvement securities (\$200K for faithful performance and \$200K for labor and materials) to guarantee completion of required public improvements.

The Final Map for the Colma Estates Subdivision conforms to all of the requirements of the State of California Subdivision Map Act and the Colma Municipal Code, Subchapter 5.02 *Subdivision and Parcel Maps*.

Council Adopted Values

The recommendation is consistent with the Council value of responsibility because the proposed Final Map has been carefully reviewed to be substantially conforming with the approved Tentative Map and includes the required Subdivision Improvement Agreement.

California Environmental Quality Act (CEQA)

Approval of this final subdivision map is a ministerial action exempt from CEQA pursuant to CEQA Guideline Section 15268(b)(3). Further, the Subdivision Improvement Agreement which ensures certain public improvements are completed as part of the overall Project is further exempt under CEQA Guideline Section 15332, Class 32, because the proposed project is characterized as in-fill development.

Alternatives

The City Council shall not deny approval of a final map if it has previously approved a tentative map for the proposed subdivision and finds that the final map is in substantial compliance with the previously approved tentative map pursuant to GC Section 66474.1. Therefore, once the City Engineer certifies the final map, there are no additional discretionary grounds for the City Council to disapprove the final map.

RECOMMENDATIONS

1. Approve Final Map for the Colma Estates at 442-468 B Street Subdivision (9 lots); and
2. Authorize the City Manager to Execute the related Subdivision Improvement Agreement

ATTACHMENTS

- A. Resolution
- B. Final Map
- C. Subdivision Improvement Agreement

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

**RESOLUTION APPROVING THE FINAL MAP FOR THE COLMA ESTATES SUBDIVISION
CREATING NINE SINGLE FAMILY RESIDENTIAL LOTS AT 442-468 B STREET AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT
AGREEMENT**

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

1. Background

(a) On June 22, 2016, pursuant to Resolution No. 2016-31, the City Council granted a tentative subdivision map for nine single family residential lots located at 442-468 B Street.

(b) B STREET COLMA LLC (the "Applicant") is now seeking final map approval to subdivide the lots.

(c) Pursuant to Colma Municipal Code Section 5.02.100 and the California Subdivision Map Act, California Government Code Section 66410, *et seq.*, the City Council shall approve the final map if it substantially conforms to all requirements applicable at the time of the conditional approval of the tentative map or, if it does not so conform, disapprove the map.

(d) Further, pursuant to Colma Municipal Code Section 5.02.100, if at the time of approval of the final map by the City Council, any public improvements have not been completed and accepted, the City Council, as a condition precedent to the approval of the final map, shall require the Applicant to enter into a subdivision improvement agreement.

2. Findings

(a) The City Council hereby finds that approval of the final map is a ministerial action and is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guideline Section 15268(b)(3). Further, the approval of the subdivision improvement agreement which ensures certain public improvements are completed as part of the overall Project is further exempt under CEQA Guideline Section 15332, Class 32, because the proposed project is characterized as in-fill development.

(b) The City Council hereby finds that the final map substantially conforms to the tentative map approved on June 22, 2016 pursuant to Resolution No. 2016-31.

3. Order

(a) The City Council hereby approves the final map and authorizes the City Manager to execute the Subdivision Improvement Agreement, with any minor changes deemed necessary by 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 December 14, 2016 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Voting Tally					

Dated _____

_____ Mayor

Attest: _____
Caitlin Corley, City Clerk

OWNER'S STATEMENT

I HEREBY STATE THAT I AM THE ONLY PARTY HAVING ANY FEE TITLE INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP; THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY; THAT I HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

AS OWNER: B STREET COLMA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: COLMA PARTNERS, LLC A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: DAN TEALDI
ITS: MANAGER
DATE: _____

AS TRUSTEE: DEL TORRO LOAN SERVICING, INC.

BY:
ITS:
DATE: _____

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, BEFORE ME, _____

NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE: _____

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS _____

COMMISSION EXPIRES _____

COMMISSION # OF NOTARY _____

TRUSTEE'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, BEFORE ME, _____

NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE: _____

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS _____

COMMISSION EXPIRES _____

COMMISSION # OF NOTARY _____

CITY ENGINEER'S STATEMENT

I HAVE EXAMINED THIS MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND IT CONFORMS WITH THE PROVISIONS AND REQUIREMENTS OF THE SUBDIVISION MAP ACT, LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND CONDITIONS OF APPROVAL OF THE TENTATIVE MAP.

DATE: _____
CYRUS KIANPOUR, R.C.E. NO. 44799
CITY ENGINEER, TOWN OF COLMA
REG. EXPIRES 3-31-2017

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT

DATE: _____
CYRUS KIANPOUR
L.L.S. NO-7515
LIC. EXP. 12-31-2017

CITY CLERK'S STATEMENT

I, CAITLIN CORLEY, CITY CLERK OF THE TOWN OF COLMA, HEREBY STATE THAT THE CITY COUNCIL OF THE TOWN OF COLMA AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, DID DULY APPROVE THIS MAP ENTITLED, "FINAL MAP OF COLMA ESTATES", COMPRISING OF 2 SHEETS.

CAITLIN CORLEY
CITY CLERK
TOWN OF COLMA
DATE: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF B STREET COLMA, LLC. ON AUGUST 2, 2016. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I ALSO HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: NOVEMBER 10, 2016

BRIAN L. SOUSA, L.S. 7917
EXPIRES 12-31-2017



COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 20____, AT _____ .M.
IN BOOK ____ OF MAPS AT PAGE _____, AT THE REQUEST OF SOUSA LAND SURVEYS.

MARK CHURCH, COUNTY RECORDER

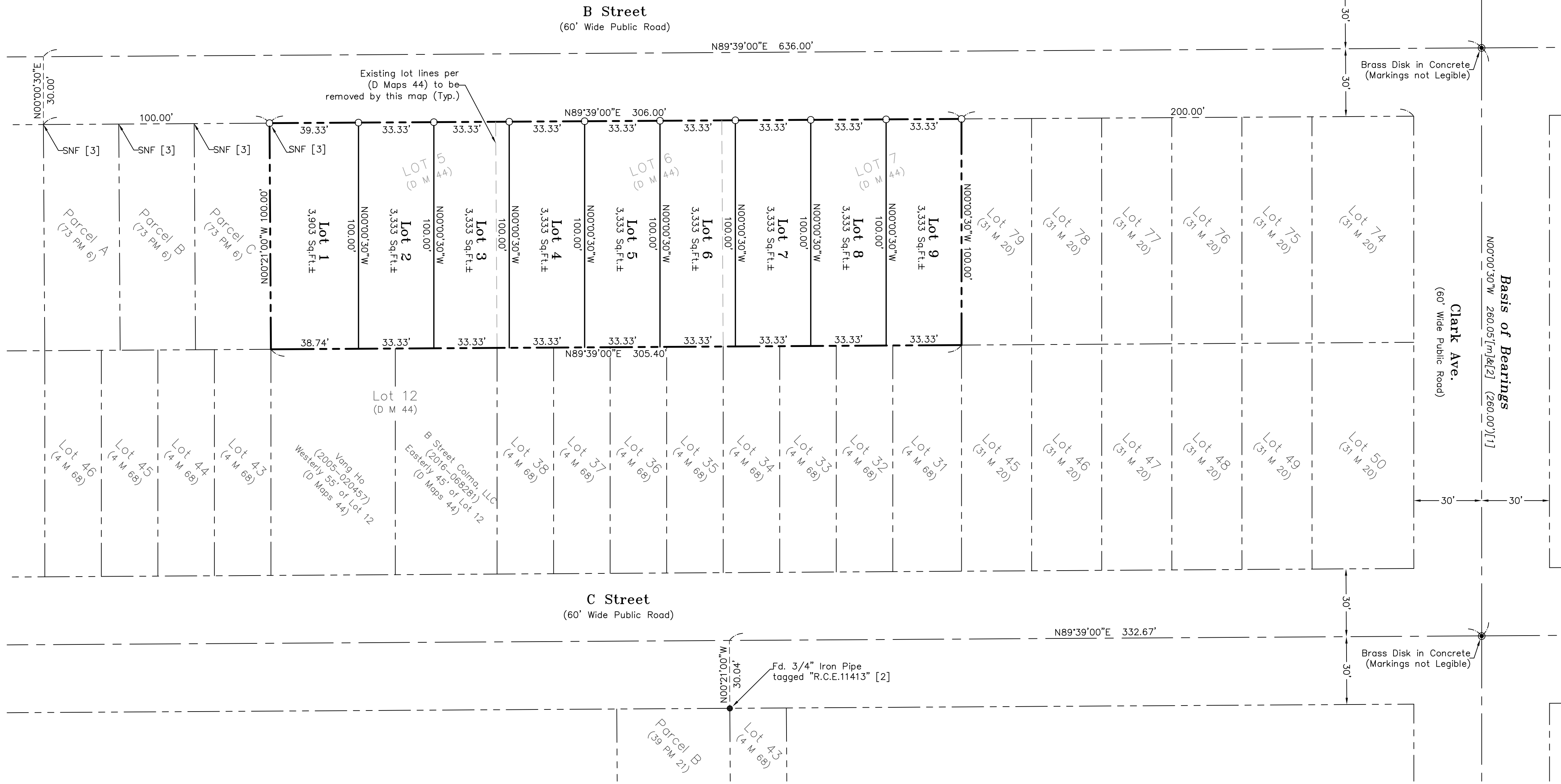
FILE NO. _____

FEE _____ BY: _____ DEPUTY

FINAL MAP
of
Colma Estates
Being a Subdivision of
Lots 5, 6, & 7, in Block 32, as Shown on the Map of
the lands of the City Extension Homestead Association,
Filed in Book D of Maps, at Page 44.
Town of Colma, County of San Mateo, State of California
November, 2016



tel 707.425.4300 fax 707.425.4300
3809 Rollingwood Dr. Fairfield, CA 94534



REFERENCES:

- 1 Book 31 of Maps, Page 20
- 2 Book 39 of Parcel Maps, Page 21
- 3 Book 73 of Parcel Maps, Page 6

NOTES:

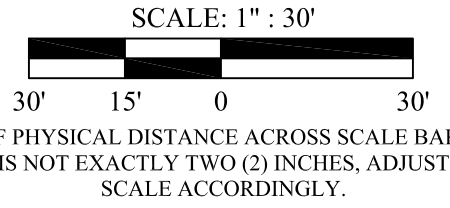
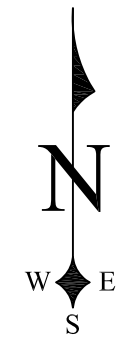
1. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL THE OVERALL QUANTITY DUE TO ROUNDING.
2. THIS SUBDIVISION CONTAINS 0.702 ACRES, MORE OR LESS.
3. THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THE SUBDIVISION.

LEGEND

- Distinctive Border / Existing parcel line
- Street centerline
- Proposed Lot Lines
- Found standard city monument
- Found monument as noted
- Set 3/4" iron pipe w/ 1.5" aluminum cap stamped "LS7917"
- Bk. 31 of Maps, Pg. 20 (Typical)
- Record data per reference number
- Per reference number
- Measured
- Found
- Fd.
- P.A.D.U.E. Private Access, Drainage and Utility Easement
- R/W Right of Way
- (t) Total Distance
- SNF Searched for monument per reference, nothing found

BASIS OF BEARINGS

The bearings shown on this survey are based on the centerline of Clark Avenue, as shown on the map of "Sterling Park", filed in the office of the San Mateo County Recorder in Book 31 of Maps, at Page 20. That bearing taken as North 00°00'30" West.



FINAL MAP
of
Colma Estates

Being a Subdivision of
Lots 5, 6, & 7, in Block 32, as Shown on the Map of
the lands of the City Extension Homestead Association,
Filed in Book D of Maps, at Page 44.
Town of Colma, County of San Mateo, State of California
November, 2016

Sousa Land Surveys

tel 707.425.4300 fax 707.425.4300
3809 Rollingwood Dr. Fairfield, CA 94534

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

Town of Colma
1188 El Camino Real
Colma, CA 94014
Attn: Cyrus Kianpour, City Engineer

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

TOWN OF COLMA, CALIFORNIA

By: _____
City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

FOR THE

COLMA ESTATES

between

TOWN OF COLMA

a California municipal corporation

and

B STREET COLMA LLC.

a California limited liability corporation

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
FOR THE COLMA ESTATES**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 2016 by and between the Town of Colma, a California municipal corporation (“City”) and B Street Colma LLC, A Limited Liability corporation with its principal office located at 555 California St, Suite 4925, San Francisco, CA 94104 (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS.

A. In May of 2016 the Developer submitted to City an application for approval of a tentative map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”). The tentative map was prepared on behalf of Developer by Harvey F. Blomquist and is identified in City records as the Colma Estates Subdivision.

B. Developer’s application for a tentative map for the Colma Estates Subdivision was deemed complete on February 4, 2016. On June 22, 2016, the Town of Colma City Council conditionally approved Developer’s application for a tentative map for Colma Estates Subdivision.

C. Developer has not completed all of the work or made all of the public improvements required the Town’s Municipal Code Section 5.02.100, the Subdivision Map Act (Government Code sections 66410 *et seq.*) (“Map Act”), the conditions of approval for Colma Estates Subdivision, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Section and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Colma Estates Subdivision.

E. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Colma Estates Subdivision.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder’s Office of the COUNTY of SAN MATEO; (c) the City Council of the City (“City Council”) approves the final map for Colma Estates Subdivision and (d) Developer

records the final map for Colma Estates Subdivision in the Recorder's Office of the County of SAN MATEO. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Colma Estates Subdivision.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Colma Estates Subdivision, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Colma Estates Subdivision ("Public Improvements"). The Public Improvements are more specifically shown in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit “B” are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer’s surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted by City. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City’s acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer’s responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one (1) year of the effective date of this Agreement, unless extended pursuant to Section 4.1.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Colma Estates Subdivision shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Colma Estates Subdivision in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Colma Estates Subdivision.

Developer shall provide for payment of all Town inspection and plan check charges associated with the installation of public and private improvements. A cash deposit shall be

made in accordance with the fee schedule against which the Town will assess its costs. A refund or additional charge will be made at the conclusion of the construction.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City’s demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SAN MATEO a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Colma Estates Subdivision was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below (“Security”). The amount of the Security shall be based on the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping (“Estimated Costs”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer’s compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer’s indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 8.0 et seq. of this Agreement, and to secure Developer’s one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Two Hundred Thousand Dollars (\$200,000), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Colma Estates Subdivision, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Colma Estates Subdivision.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Two Hundred Thousand Dollars (\$200,000), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic’s lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City’s anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best’s rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney’s fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit “C,” unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit “C” and incorporated herein by this reference.

14.0 Monument Security. Prior to City’s execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Colma Estates Subdivision in compliance with the applicable provisions of City’s Municipal and/or Development Code (“Subdivision Monuments”), Developer shall deposit cash with City in the amount of \$250 PER MONUMENT with 20 monuments or Five Thousand Dollars (\$5,000), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Colma Estates Subdivision.

15.0 Lien. To secure the timely performance of Developer’s obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer’s default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney’s fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer’s obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below (“Required Insurance”). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers’ Compensation. Developer and its contractors shall procure and maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and employers’ liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Colma Estates Subdivision, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

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

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

TOWN OF COLMA
1198 El Camino Real
COLMA, CA 94014

DEVELOPER:

Attn: _____

Attn: _____

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules,

regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of SAN MATEO, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

TOWN OF COLMA

B STREET COLMA LLC.

By: _____
(signature)

(print name)
City Manager
Town of Colma

By: _____
(signature)

(print name)

(title)

ATTEST:

By: _____
(signature)

(print name)
City Clerk
Town of Colma

By: _____
(signature)

(print name)

(title)

APPROVED AS TO FORM:

By: _____
(signature)

(print name)
City Attorney
Town of Colma

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

- ~ Individual(s)
- ~ Corporate _____
 Officer(s) _____
- ~ Partner(s)
- ~ Attorney-in-Fact
- ~ Trustee(s)
- ~ Subscribing Witness
- ~ Guardian/Conservator
- ~ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA }
 }
 COUNTY OF _____ }

On _____, 200_, before me,
 _____, the undersigned notary public, personally appeared
 _____, ~ personally known to me

OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same
 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- ~ Individual(s)
- ~ Corporate _____
 Officer(s) _____
- ~ Partner(s)
- ~ Attorney-in-Fact
- ~ Trustee(s)
- ~ Subscribing Witness
- ~ Guardian/Conservator
- ~ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA }
 }
 COUNTY OF _____ }

On _____, 200_, before me,
 _____, the undersigned notary public, personally appeared
 _____, ~ personally known to me
 OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same
 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature of Notary

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

COLMA ESTATES SUBDIVISION

Lots 4, 5, 6 and the easterly 45', front and rear of Lot 12 , Block 32 of that certain map entitled "City Addition Homestead" filed in Book D of Maps at Page 10, San Mateo County Records.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

COLMA ESTATES SUBDIVISION

1. PG&E GAS, PG&E ELECTRIC, COMCAST, AT&T, WATER, SEWER, SIDEWALK, CURB AND GUTTER, DRIVEWAYS, PAVERS IN STREET AND SIDEWALK, STREET LIGHTS, STREET TREES AND LANDSCAPING PER THE ATTACHED CIVIL IMPROVEMENT PLANS DATED 11/7/16

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

COLMA ESTATES SUBDIVISION

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$200,000

Surety: _____

Attorney-in-fact: _____

Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$200,000

Surety: _____

Attorney-in-fact: _____

Address: _____

CASH MONUMENT SECURITY: \$5,000

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

TOWN OF COLMA
COLMA ESTATES SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Town of COLMA, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Colma Estates Subdivision (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal	Surety
By: _____	By: _____
President	Attorney-in-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

TOWN OF COLMA
COLMA ESTATES SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Town of COLMA, California (“City”) and _____ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Colma Estates Subdivision (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and _____ (“Surety”), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and

materials as aforesaid excepting the Principal, the sum of _____ DOLLARS, (\$_____), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal

Surety

By: _____
President

By: _____
Attorney-in-Fact

(print name)

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.





STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Kathleen Gallagher, Sustainability Programs Manager
Michael Laughlin, City Planner
Lori Burns, Human Resources Manager

VIA: Sean Rabé, City Manager

MEETING DATE: December 14, 2016

SUBJECT: Climate Action Plan Progress Report

RECOMMENDATION

Staff recommends that the City Council adopt a

MOTION TO ACCEPT THE CLIMATE ACTION PLAN (CAP) PROGRESS REPORT.

EXECUTIVE SUMMARY

This report provides the Town's annual progress on the CAP and the implementation of sustainability programs. A notable achievement in 2016 was the Town receiving the Beacon Spotlight Award for sustainability excellence. In addition to ongoing work with residents and businesses, a key achievement was the transition to the new franchise agreement with upgraded recycling, organics and garbage collection services, enhanced household hazardous waste collection and improved recycling technical assistance for businesses. A new irrigation efficiency program for our cemeteries was implemented by staff in collaboration with the Resource Conservation District of San Mateo County. Partnerships with the Resource Conservation District, PG&E/Ecology Action and our residents and businesses continue to play an important role in successful sustainability programs. Certificates of achievement to residents and business leaders who have taken action to reduce their carbon footprints will be recognized at the meeting.

FISCAL IMPACT

Resources approved in the 2016-17 budget are used to implement CAP projects. As part of the sustainability work and CAP implementation conservation strategies are integrated into Town operations and capital improvement projects, usually with projected long term cost savings associated with reduced energy and water consumption. In addition, the City Council allocated \$2,000.00 in the 2016-2017 FY for the residential water rebate program.

BACKGROUND

The CAP guides the Town's actions for greenhouse gas (GHG) reduction targets established under State Assembly Bill 32¹. Also, the CAP allows the Town to focus its sustainability program actions and quantify the results. To confirm that the Town is on track to meet its GHG reduction targets, Colma completed a Community Greenhouse Gas Inventory Report² which confirmed that the Town is on target to meet reduction targets. The 2013 Community Greenhouse Gas Inventory Report detailed GHG reductions of 18.2% from the 2005 baseline to 2013. This significant reduction takes the Town close to its goal, which is 20% by 2020 reduction goal.

On September 8, 2016, the Governor signed Senate Bill 32 which requires California to reduce GHG emissions to 40% below 1990 levels by the year 2030. By continuing to look for opportunities for GHG reductions in our commercial, residential and municipal sectors, the Town hopes to meet this new goal.

ANALYSIS

A significant accomplishment for the Town this year was the receipt of these Beacon Awards:

- 2016 Gold Beacon Award (Colma was the only jurisdiction to receive the Gold 2016 Beacon Award; the 7 other jurisdictions in this category received Silver)
- Agency GHG Reductions: Platinum level, 22%
- Agency Natural Gas Savings: Platinum level, 22% reductions
- Agency Energy Savings: Platinum level, 29%
- Community GHG Reductions: Gold level, 18% reductions
- Sustainability Best Practices: Platinum level

Staff continues to participate in monthly meetings regarding implementation of programs; staff also attends the San Mateo County Regionally Integrated Climate Action Plan (RICAPS) group, collaborates with the Resource Conservation District of San Mateo County, San Mateo County Energy Watch, CalRecycle, CalWater, CCE, Joint Venture Silicon Valley's Climate Protection Task Force to discuss and gain knowledge of other potential programs for Colma. The Town continues to make significant progress towards increasing sustainability.

Below is a list of the progress made in 2016.

¹ AB 32 (California's Global Warming Solutions Act of 2006), requires statewide greenhouse gases (GHGs) to be reduced 15% below current levels (as measured in 2005), by the year 2020.

² Prepared by DNV GL through the RICAPS program of the City/County Association of Governments of San Mateo County.

2016 CAP Progress Highlights

<i>CAP Program</i>	<i>2016 Progress</i>
Energy Efficiency, Water Conservation and Green Building	
Residential Energy and Water Efficiency	<ul style="list-style-type: none"> • Installation of three solar residential systems • Continued water rebate program, with 3 rebates given (3 toilets, 2 dishwashers) • Added Open PACE to list of PACE providers in Colma • Promoted sustainability and distributed materials at National Night Out • Expanded residential water rebate program • Recognized one residential water efficient landscaping project • Promoted and participated in the US Mayors Water Conservation Challenge for the third consecutive year, building momentum and awareness • Included sustainability information in LiveWire (Community Newsletter)
Commercial Energy and Water Efficiency	<ul style="list-style-type: none"> • Completed water irrigation evaluations for 5 of the largest cemeteries in collaboration with the Resource Conservation District of San Mateo County (RCD) to provide technical assistance and recommendations for water and energy savings. Continued to work with RCD to identify grants to assist the cemeteries with upgrades. • Hosted a well attended meeting for cemetery managers about how to participate in new programs for water efficiency • Ongoing meetings with RCD to consider grant opportunities to assist in funding water conservation projects • Participated in Task Force through several meetings for Recycled Water Project • Installation of one commercial solar system (Target) • Installation of electric vehicle charging at

	<p>Kohl's</p> <ul style="list-style-type: none"> • Worked with PG&E and Ecology Action to provide energy audits to large businesses (including Peninsula Reflections) • Expanded outreach and education to businesses about energy savings opportunities with a special focus to assist new businesses to Colma • Heavily promoted the Energy Watch energy assessment and retrofit program to small businesses • Connected Ecology Action staff to new businesses in Colma.
<p>Planning, Land Use and Increased Opportunities for Alternative Transportation</p>	
<p>Increase bicycle lanes and implement walkability and bicycling in new projects and renovations</p>	<ul style="list-style-type: none"> • Hosted break station for Bike to Work day • Continued Section 132 pre-tax transportation cost program • Recipient of Kaiser Permanente Sustainability grant for purchase and installation of bike rack/repair station at Community Center
<p>Update the General Plan to be consistent with the CAP</p>	<ul style="list-style-type: none"> • General Plan update in process, Housing Element adopted in January 2015, which has policies to place new housing close to transit
<p>Recycling and Waste Reduction</p>	
<p>Increase recycling and waste diversion to meet 80% diversion rate</p>	<ul style="list-style-type: none"> • Completed the transition to new franchise agreement to provide upgraded recycling, organics and garbage collection services, enhanced household hazardous waste collection and improved recycling technical assistance for businesses. Awarded franchise to Republic Services and continued collaboration on the Transition Plan, Commercial Recycling Plan and Operations Plan. Staff holds quarterly meetings (or more frequently) with Republic staff. • Hosted residential and business outreach events to get feedback on the new expanded recycling and organics collection • Managed transition and held several meetings with businesses to ensure services were sufficient

	<ul style="list-style-type: none"> • Partnered with Allied Waste of Daly City, South San Francisco Scavengers and Saint Vincent de Paul to conduct the Town Clean-Up Day. Forty-three volunteers and Town staff picked-up trash and recyclable items while walking various areas of Town • Met with hauler to discuss meeting the requirements of AB 341, SB 1016 and other recycling requirements • Completed AB 939/AB 341 Compliance Reporting for CalRecycle. Managed diversion reporting to ensure compliance. Completed on site tours with several businesses with CalRecycle staff. • Completed technical assistance at Community Center, Sterling, Police Dept, Town Hall/PW walkthrough for upgrading recycling and organics collection program and use of internal recycling containers. • Successful Town-wide Clean-Up and Garage Sale • Annual Colma Creek Clean-Up • Teen participation in Coastal Clean-Up Day
Implement single use bag ban and polystyrene ban	<ul style="list-style-type: none"> • Supported county-wide plastic bag ordinance bag fee increased to .25 effective January 1, 2015
<ul style="list-style-type: none"> • Municipal Programs 	
Develop and implement a Town Sustainability Policy	<ul style="list-style-type: none"> • Continued purchasing of 30% recycled personal hygiene paper products • Ongoing evaluation of products and consideration of shared purchasing where feasible
Promote commute alternatives for Town employees and the public	<ul style="list-style-type: none"> • Provided a “Ride Your Bike To Work” Break Station and encouraged the Great Race Challenge in conjunction with Commute.org and Peninsula Traffic Congestion Relief Alliance • Town staff continues to promote pre-tax commuter benefits
Replace 100% street, signal, park and parking lot lighting with energy efficient lighting	<ul style="list-style-type: none"> • Completed energy efficient lighting upgrades in all facilities using PG&E on-bill financing (OBF)

Adopt Green Building Ordinance for new Town-sponsored projects and major renovations.	<ul style="list-style-type: none"> • LEED Silver equivalency features will be required in Town Hall Remodel plans
Expand tree planting on public properties and use native and drought tolerant trees/plantings	<ul style="list-style-type: none"> • Continued practice of not watering medians
Establish method to integrate CAP measures into Town projects and day-to-day decisions.	<ul style="list-style-type: none"> • Re-energized Police Bike patrol • Replaced one Police vehicle with more fuel efficient model • Purchase of hybrid Town pool car • Received BAAQMD grant to supplement purchase of electric motorcycle
Solar and Renewable Energy Installations	
	<ul style="list-style-type: none"> • Installation of one commercial solar system for Target; and three residential systems

Council Adopted Values

Increasing sustainability is consistent with the Council value of *vision* in considering the broader regional and statewide implications of the Town's decisions and issues.

Sustainability Impact

As described in this report, the benefits of CAP implementation are to (1) reduce the Town's carbon footprint, (2) increase the Town's quality of life for residents, businesses and visitors and (3) save energy, water and money and reduce waste to landfill.

Alternatives

The Council could not accept the status update and could, instead, direct Staff to bring back additional information on CAP programs.

CONCLUSION

The Town's Leadership Team and Sustainability Group will continue to work on implementing programs that will further climate action goals. The plans for 2017 include (1) continue providing technical assistance to cemeteries to assist them in reducing energy and water waste, and reduce operational costs; (2) explore grant potential to assist in funding capital costs and other costs in conjunction with Resource Conservation District's recommendations for reducing water and energy waste; (3) expand recycling and organics collection (particularly for businesses) through the new recycling programs provided by Republic; (4) participate in the recycled water project; (5) Explore the impact of a centralized purchasing system for municipal operations to ensure compliance with sustainability policy; (6) continue employee commuter benefits program; (7) collaborate with Ecology Action and promote PACE financing options for businesses; (8) look for efficiency in Town Hall plan; (9) carefully monitor and implement new California Green Building Code; and (10) Explore carbon sequestration potential for Colma.

ATTACHMENT

A. Climate Action Program Implementation Chronology



Town of Colma Climate Action Plan Implementation Chronology

The following list provides the detail on specific programs implemented each year. City Council's commitment to sustainability was established prior to the development of a formal Climate Action Plan and the current focus on reducing local greenhouse gas emissions. The three largest contributors to greenhouse gas emissions are (1) energy (commercial energy use is the majority of GHG) (2) solid waste and (3) transportation. Under Council's leadership, the Town has been conducting business in a way that considers natural resources and environmental impacts for many years. Town policies, operations and projects reflect a genuine concern for the health of our community and planet.

The following programs illustrate the Town's climate protection efforts to ensure that future generations and natural ecosystems are stable and even thrive.

2016

- Completed water irrigation evaluations for 5 of the largest cemeteries in collaboration with the Resource Conservation District of San Mateo County (RCD) to provide technical assistance and recommendations for water and energy savings. Continued to work with RCD to identify grants to assist the cemeteries with upgrades.
- Received 5 Beacon Spotlight Awards:
 - Gold Level Award
 - Platinum Level Award for 22 percent Agency Greenhouse Gas Reductions
 - Platinum Level Award for 29 percent Energy Savings
 - Platinum Level Award for 22 percent Natural Gas Savings
 - Platinum Level Award in Sustainability Best Practices
- Received Kaiser Permanente Sustainability grant to purchase and install a bike rack/repair station at the Colma Community Center
- Completed the transition to new franchise agreement to provide upgraded recycling, organics and garbage collection services, enhanced household hazardous waste collection and improved recycling technical assistance for businesses. Awarded franchise to Republic Services and continued collaboration on the Transition Plan, Commercial Recycling Plan and Operations Plan. Staff holds quarterly meetings (or more frequently) with Republic staff.
- Hosted residential and business outreach events to get feedback on the new expanded recycling and organics collection
- Installation of electric vehicle charging at Kohl's
- Installation of one commercial solar system (Target) and three residential systems

- Continued water rebate program, with 3 rebates given (3 toilets, 2 dishwashers)
- Added Open PACE to list of PACE providers in Colma
- Participated in US Mayors Water Conservation Challenge
- Worked with PG&E and Ecology Action to provide energy audits to large businesses (including Peninsula Reflections)
- Continued work with CalWater on recycled water system in Colma
- Hosted successful Town-wide Clean-Up and Garage Sale
- Participated in Annual Colma Creek Clean-Up
- Completed 2016 Municipal Operations GHG Inventory
- Used compostable paper products at annual town picnic; distributed reusable water bottles
- Hosted break station for Bike to Work day
- Continued Section 132 pre-tax transportation cost program
- Continued irrigation reductions on Town medians
- Purchased an energy efficient van for the Recreation department to reduce the need for renting buses
- Coordinated teen participation in Coastal Clean-Up Day

2015

- PD purchased energy efficient car to replace a less efficient Crown Victoria
- Resident(s?) replaced lawn with efficient landscaping receiving technical assistance and rebate from CalWater
- Town began offering employees Pre-tax Commuter benefits
- Participated in US Mayors Water Conservation Challenge
- Town installed water efficient demonstration garden
- Purchased hybrid Town pool car

- Stopped watering medians
- Received BAAQMD grant to supplement purchase of electric motorcycle
- Completed energy efficient lighting upgrades in all facilities using PG&E OBF
- Received Beacon Spotlight Awards for Community Greenhouse Gas Emissions, Agency Energy Savings, Natural Gas Savings, and Sustainability Best Practices
- Released RFP for waste hauling services that include enhanced recycling opportunities including organic collection
- Launched a \$500 maximum rebate program for residential water efficient upgrades
- Heavily promoted the Energy Watch energy assessment and retrofit program to small businesses
- Met with Cemetery Managers to provide education on the new state water efficiency landscape ordinance and to discuss future opportunities for water and energy conservation
- Facilitated meeting between PG&E for energy audit and energy upgrades at Lucky Chances
- Worked with County on the Community Choice Energy program
- Presented to City Council PACE Financing resolution
- Adopted a small rooftop solar energy system ordinance

2014

- Installed 1.3 miles of bike lanes on Mission Road reducing GHG by 2 metric tons
- Participated in US Mayors Water Conservation Challenge
- Hosted a CalWater sustainable landscaping workshop
- Began the Hillside Blvd. improvement project which included; new bike lanes, LED street lighting, sidewalk improvement and the installation of the Town's first public works rain gardens.
- Led the Town's annual Town-wide Clean-Up and Garage Sale Day.
- Managed a Colma Creek Clean-Up project.
- Initiated a Town-wide irrigation study.

- Staffed a table to reach out to residents regarding conservation efforts at home at National Night Out Event.
- Re-energized Police Bike Patrol.
- Replaced three police vehicles with more fuel efficient models.
- Retrofitted remaining Town-owned street lights with LED technology using PG&E's on bill financing.
- Commuter Benefits Orientation Breakfast
- Recycled content on personal hygiene paper products
- Plastic Bag Ordinance – bag fee increasing to .25
- Sustainability Policy – personal hygiene products will have 30% recycle content
- Parking lot lighting retrofitted – both shopping centers and many auto dealerships
- Holy Cross – 75 new trees, bottles water replaced with filtered, energy efficient lighting retrofit saving up to 7k per year
- Recognized 9 commercial energy efficient retrofit projects, 2 residential solar installations, 4 residential drought tolerant landscape projects, 3 residential window replacement projects and one commercial sustainable operations commendation
- Installation of two Volta electric vehicle charging stations at Serra Center.
- PD's October installation of automated reporting system reduced printing of police reports by 60%.

2013

- Retrofitted a total of 63 exterior bollard fixtures in City Hall, Creekside Villas and Hillside Blvd Museum and Community Center parking lots
- Added stewardship to employee evaluations
- Adopted a Sustainability Policy to encourage staff to purchase recycled content materials (e.g. copy paper, legal pads, etc.) and utilize other green practices.
- Implemented a Business Greening Program, developing working partnerships with San Mateo County Energy Watch Program, PG&E, CalWater, the Bay Area Water Supply and Conservation Agency (BAWSCA) and our local waste hauling franchises.
- Added a new sustainability resource link to the Town's website for the Town's Colma Green webpage.

- Included sustainability information in the local monthly LiveWire publication and quarterly in the Town's business newsletter "Colma Works."
- Capitalized on Chamber events where sustainable resourcing information can be presented to local businesses such as the major employer breakfast.
- Held a workshop for Colma's Auto Dealerships to provide dealerships with energy efficiency strategies unique to their business which included presentations from PG&E and Right Lights.
- Conducted a waste/diversion audit with hauler at all Town facilities. Several landfill receptacles were replaced with recycling containers and single stream recycling labels with added to all recycling containers.

2012

- Held a Bicycle Rodeo in partnership with Commute.org to encourage a safe alternate to driving to school, work and shopping.
- Introduced by reference the County of San Mateo's polystyrene foodware ordinance and single use bag ordinance.
- Completed 2010 government operations greenhouse gas inventory.
- Passed "Complete Streets" resolution which requires deliberation of all modes of travel when public works projects are considered.
- Replaced annuals with native plants in municipal landscaping whenever possible.
- Offered composting at Town-sponsored events.
- Created a Town-paid Sewer Cost Subsidy based on reduced water usage.
- Offered "green" audits to local businesses. Completed two to date.

2011

- Published the "Colma Green" page on the town website providing businesses and residents easy access to energy efficiency, water conservation and recycling information and up to date information on rebates and other programs.
- Initiated a Water Conservation Outreach Campaign – Senior luncheon, Recreation Trips, Council Meeting, Target Nightout.

2010

- Re-establish Police Bicycle Patrol in Town shopping centers and neighborhoods.

- Held the first annual Town-wide Clean-Up Day and Garage Sale which included dispatching volunteers to various sections of the Town for litter pick-up, no cost extra residential trash disposal, shredding services, e-waste and hazardous waste collection.
- Participated in Commute.org's Race for Clean Air, a campaign which encourages and rewards employees for exploring alternate modes of transportation when commuting. This has become an annual event.
- Eliminated/restricted single-serve beverages at all Town sponsored functions
- Retrofitted lighting in all Town facilities to energy efficient fixtures.
- Required all events held in Town facilities to recycle.
- Assessed Town-wide irrigation systems and made adjustments to timers and nozzles to reduce water usage. Stopped irrigation on established trees.
- Completed 2005 baseline greenhouse gas inventories for government operations and community.

2009

- Redesigned Town Website to reduce use of paper and allow remote access to important Town documents.
- Revised annual Business Registration process to facilitate electronic filing and communication.
- Greened the Annual Town Picnic by using all recycled or reusable serving wear, encouraged recycling, educated attendees on waste reduction and offered recreation activities that highlighted energy conservation.
- Staffed an energizer station for the region's Ride Your Bike to Work Day (now an annual event).
- Launched a pilot program to compare and contrast energy efficient streetlights – Retrofit 32 LED and 30 Induction lamps using Energy Efficiency Conservation Block Grant Program adopted by the California Energy Commission
- Held a campaign to increase residential recycling campaign called Colma Can.

2008

- Passed a resolution committing to the U.S. Mayors' Climate Protection Agreement, Sierra's Club Cool Cities Program and the Silicon Valley Climate Protection Partnership.

2005

- Salvaged and replanted mature palm trees instead of discarding and purchasing new trees.
- Made recycling available at of city offices and facilities.
- Led the Town's first annual Earth Day community event stressing conservation and sustainability.

Previous

- Installed brick pavers in the roadways instead of asphalt in residential streets, increasing permeability and reducing heat absorbtion.
- Installed rubberized surfacing at all Town park playground area.
- Utilized public transportation for community outings whenever possible.
- Instituted annual Colma Creek clean-up.





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Caitlin Corley, City Clerk
 VIA: Sean Rabé, City Manager
 MEETING DATE: December 14, 2016
 SUBJECT: Council of Cities and City Selection Committee

RECOMMENDATION

Staff recommends that the City Council adopt the following motion:

MOTION CONFIRMING DESIGNATION OF THE MAYOR AS THE VOTING MEMBER FOR THE COUNCIL OF CITIES, DESIGNATING AN ALTERNATE VOTING MEMBER, AND GIVING THE VOTING MEMBER DISCRETION ON ANY AND ALL MATTERS TO BE CONSIDERED

EXECUTIVE SUMMARY

The San Mateo Council of Cities will meet on December 16, 2016 to elect its officers, to make appointments to certain Regional Boards, and to conduct other business. According to the Council's bylaws, all Council Members from a city are participating members of the Council of Cities, but only the Mayor, or the Mayor's alternate, is a voting member. By practice, the Mayors of each city are members of the City Selection Committee, which has been delegated the authority to make appointments to certain Regional Boards.

This motion will confirm the designation of the Mayor as the voting member of the Council of Cities and its City Selection Committee, designate an alternate to the Mayor, and grant the voting member discretion in voting on any and all matters.

FISCAL IMPACT

This action has no fiscal impact.

BACKGROUND

The Town of Colma City Council is a participant in the San Mateo County Council of Cities and the City Selection Committee. The Council of Cities meets once per month to discuss items of interest to the region and provide networking opportunities for elected officials from the cities of San Mateo County. The members of the San Mateo County Council of Cities are all of the elected officials from the cities in the County, as well as the Board of Supervisors of San Mateo County.

The City Selection Committee meets several times per year, usually immediately before a Council of Cities business meeting, and elects representatives from among the group of interested elected officials to serve on County-wide committees and boards, such as the San Mateo County Transportation Authority (SMCTA), and the Bay Area Air Quality Management District Board. Only one designated representative from each city is on the City Selection Committee, usually the Mayor. The City Selection Committee meets for the sole purpose of voting for the elected officials who will serve on County-wide committees and to elect the officers to the Council of Cities for the upcoming year.

ANALYSIS

The bylaws of the San Mateo Council of Cities provides that each Council Member is a participating member of the Council, that each city shall have one vote, and that the Mayor, or an alternate designated by the city, is the voting member for that city.

The proposed motion would confirm the designation of the Mayor as the Town's voting representative to the City Selection Committee and would appoint an alternate as voting member in case of the Mayor's absence.

The proposed motion would also confirm that the voting member has the discretion to vote on any matter before the Council of Cities. The voting member may seek and hear input and opinions of fellow Council members, but is not bound to vote in accordance with any instructions from fellow council members. Attached to this staff report for discussion are a list of the vacant assignments and positions.

Council Adopted Values

This recommendation is consistent with the *Vision* category from the Council's adopted values from the Values-Based Code of Conduct. The Mayor will vote to select committee members and board representatives that may have a direct impact on regional issues that are of interest to the Town of Colma.

Alternative

The alternative to giving the Mayor discretion to vote at the City Selection Committee meeting is to require the Mayor to vote in a manner consistent with the directions of the City Council. While this alternative is technically feasible, it is not a workable alternative when there are several potential candidates or issues to be voted on. The more candidates or issues there are to be voted on, the more complicated and unworkable this alternative becomes.

CONCLUSION

Staff recommends that the City Council adopt the proposed motion.

ATTACHMENTS

- A. List of Commission/Committee vacancies
- B. Letters of Interest
- C. Proxy Designation Form

**City Selection Committee Meeting
December 16, 2016**

Commission/Committee	Vacancies	Seeking Appointment/Reappointment
Association of Bay Area Governments (ABAG) COMPENSATED	1 seat available that will represent All Cities	1. Rick Bonilla, San Mateo 2. Wayne Lee, Millbrae 3. Carlos Romero, East Palo Alto
Bay Area Air Quality Management District (BAAQMD) COMPENSATED	1 seat available that will represent All Cities	1. Doug Kim, Belmont 2. Pradeep Gupta, South San Francisco
California Identification System (CAL-ID) NOT COMPENSATED	2 seat available that will represent All Cities, except Daly City	1.
Housing and Community Development Committee NOT COMPENSATED	2 seats available that will represent All Cities	1. Janet Borgens, Redwood City
San Mateo County Transit District (SAMTRANS) COMPENSATED	1 seat available that will represent Southern Cities	1. Jeffery Gee, Redwood City
San Mateo County Transportation Authority (SMCTA) COMPENSATED	1 seat available that will represent Central Cities	1. Maureen Freschet, San Mateo 2. Sam Hindi, Foster Cty
San Mateo County Transportation Authority (SMCTA) COMPENSATED	1 seat available that will represent Southern Cities	1. Cameron Johnson, San Carlos
San Mateo County Transportation Authority (SMCTA) COMPENSATED	1 seat available that will represent All Cities	1. Emily Beach, Burlingame

San Mateo County Council of Cities 2015 Officers	Vacancies	Seeking Appointment/Reappointment
Chairperson	1 seat	1. Liza Normandy, South San Francisco
Vice Chairperson	1 seat	1. Mike O'Neill, Pacifica

OFFICE OF THE CITY COUNCIL



330 West 20th Avenue
San Mateo, California 94403-1388
Telephone (650) 522-7048
FAX: (650) 522-7041
www.cityofsanmateo.org

December 1, 2016

Re: Appointment to Association of Bay Area Governments (ABAG) – Cities Representative

Dear Honorable Colleagues

I am writing to ask for your support as I seek appointment to the ABAG Executive Board representing cities in San Mateo County.

I have been a member of the San Mateo City Council for two years and have been very active in the City of San Mateo's local government committees and commissions since 2001. Prior to that I was a superintendent building hospital and laboratory facilities at some of the best known establishments around the Bay Area. I was in charge of budgets, schedules and coordination for very detailed projects and seeing them through to successful completion on all occasions. I believe I have the skills and the experience necessary to work with the ABAG Executive Board in order to meet the goals that we have set under our huge responsibilities including land use, transportation, environmental issues, water treatment and conservation, renewable energy and efficiency, disaster and hazmat mitigation and response.

I have been working on land use in San Mateo since 2001 when I was appointed to the Bay Meadows and Transit Corridor Citizen's Advisory Committee. Following that three-year assignment, I was appointed to the Public Works Commission where I dealt with issues including environmental and water issues for six years. For two years I have been a member of the ABAG General Assembly. Regarding energy, I am an alternate to the Peninsula Clean Energy Board where within just two years we have made great strides in San Mateo County creating the new default electric energy provider which purchases clean, renewable energy on the open market and provides it to every user in the county at rates lower than the investor owned utility.

Having been a San Mateo County resident since 1958 I feel a very strong sense of purpose in working to make the Bay Area the best housed, most efficiently transited and most environmentally sound region that it can be. I promise to represent the interests of our San Mateo county residents to the best of my abilities.

I am proud of the excellent work that ABAG has done over these many years and would be deeply honored by your appointment to serve representing the cities of San Mateo County. Please feel free to call me at (650) 430-9171 or email me at rbonilla@cityofsanmateo.org if you would like to discuss my candidacy.

Thank you,


Rick Bonilla
San Mateo City Councilmember



City of Millbrae
621 Magnolia Avenue, Millbrae, CA 94030

WAYNE J. LEE
Councilmember

November 30, 2016

Re: Letter of Intent: Appointment to ABAG Executive Board

Dear Colleagues,

I respectfully ask for your support for the appointment to the Association of Bay Area Governments (ABAG) Executive Board. For the last three and a half years, my role as the alternate on ABAG, included attending meetings and voting on behalf of the San Mateo County cities executive board members, the Honorable Maryann Nihart and Pradeet Gupta.

Unfortunately, Councilwoman Nihart is stepping down from the City of Pacifica City Council and her seat on ABAG will become vacant. Councilwoman Nihart has encouraged me to campaign for her seat on ABAG. After consulting with Vice Mayor Gupta and with his encouragements, I determined that our region can benefit with the continuity of the work we have achieved as a team.

It has been an honor to serve in my current role as the alternate on ABAG. It is my desire to continue the work we have been pursuing cities of San Mateo County, to carefully plan the housing and economic base such that each city in our county can be healthy and economically stable. With the influx of technology businesses and the new employees, we as elected officials of the cities of San Mateo County, struggle with the gut-wrenching issues of displacement of the vulnerable and economically challenged. Additionally, our city's service employees struggle with the local cost of living and cannot afford to live within or near our cities.

Currently, ABAG calculates population grow and housing needs for each city using a modeling program. From the hundreds of letters from municipalities in the Bay Area, it is evident that ABAG's calculations are in direct conflict and contrary to each city's studies. The modeling program seems inadequate to account for the unique nature of each city. Cities can participate in a region pool resources to provide the housing, transportation and economic opportunities that may not exist in any one city. We need to leverage each cities strengths and opportunities for the benefit of the region.

Below is a brief summary of my past experiences and achievements.

- Millbrae City Council – 5 years
- Mayor 2014
- Planning Commission – 7 years
- Founding President of the Millbrae Education Foundation
- Senior Inspector at the Bay Area Air Quality Management District
- Environmental Program Manager for Fortune 500 company
- President of the League of Cities Asian Pacific Islanders Caucus
- Small business owner

I respectfully ask for your support for an appointment to the ABAG Executive Board representing the cities of San Mateo County.

Sincerely,



Wayne J. Lee
City of Millbrae
Council Member
ABAG Executive Board Alternate



CITY OF EAST PALO ALTO

Mayor Donna Rutherford
Vice Mayor Larry Moody

Council Members

Ruben Abrica
Lisa Gauthier
Carlos Romero

November 30, 2016

Re: Association of Bay Area Governments Appointment, City Selection Committee

Honorable Mayors and Council Members:

I write to seek your support for appointment to the Association of Bay Area Governments (ABAG) city seat being vacated by Mary Ann Nihart. As past Mayor of East Palo Alto, former vice-chair of CCAG, and as an active participant in Council of Cities meetings, I have grown to know and engage many of you in discussions of issues affecting our precious cities. I feel it is vitally important to listen and collectively arrive at decisions that affect our cities and the county, and if selected, I will bring this approach to my service on ABAG.

My interest in serving on ABAG's governing board stems from a deep commitment and faith in representative regional transportation planning coupled with appropriate land use, sound economic development policies, and a firm respect for the environment. This commitment is derived from a true sense that as a diverse nine-county region we can and must cooperate and arrive at reasoned, rational decisions that will prepare our cities and the region to address the urban and rural growth challenges we face. Without a comprehensive blueprint we can all agree on, we are exposed to even greater uncertainty to maintain an economically vibrant and livable region for our children and grandchildren.

I believe I am well prepared to serve on ABAG given my present three years of service on its Regional Planning Committee, its Housing, and Economic Development Sub-Committees, my educational background at Stanford and Harvard where I studied urban economics, urban planning, real estate finance, and transportation studies, and my professional background as an affordable housing developer and land use consultant. As an affordable housing developer who has built housing throughout the Bay Area and the State, I am keenly aware of the need to balance housing affordability, growth, and transportation issues with both the environment and market forces.

In addition, I served three and a half years as a member of the Metropolitan Transportation Commission's (MTC) advisory bodies. During that time I fully acquainted myself with the structure and workings of the MTC, attending not just advisory committee meetings, but MTC sub-committee and

MTC commissioner meetings. It is vital that San Mateo County cities have someone at the table who can participate fully in the MTC/ABAG merger implementation process from the inception. This process is presently occurring between the two agencies and it is paramount that ABAG's far more democratic and deliberative governance structure not be lost during this merger.

I am keenly aware of the diversity among San Mateo County cities and of the numerous needs and sometimes-divergent concerns of our cities. I have listened, learned, and struggled with the rest of you to find solutions and craft positions that address local and regional needs without acrimonious debate.

I am by nature a deliberative and consultative person. If selected to serve on ABAG, I will always bring issues affecting our county to the cities for discussion and debate. Only through reasoned discourse, respectful of all positions, and openness to innovative and collaborative solutions can we be assured that we will meet the challenges posed by our need to grow sustainably.

Please feel free to contact me should you have any questions concerning my candidacy. I am always delighted to discuss issues of policy and implementation with any of you. I may be reached at (650) 283-2852 or by e-mail: cromero_ezln@yahoo.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Romero', with a stylized flourish extending to the right.

Carlos Romero, Councilmember
City of East Palo Alto

November 15, 2016



Re: City Selection Committee Appointment: Bay Area Air Quality Management District (BAAQMD) City Representative for San Mateo County

Honorable Mayor and City Council Members:

I am writing this to request your support to represent San Mateo County cities as our representative to the Bay Area Air Quality Management District Board of Directors once Vice Mayor David Canepa takes his seat on the Board of Supervisors. I have unique expertise in air quality and can protect our community's interests and advance the cause of clean air in San Mateo County.

I have 25 years of air quality expertise, having developed air quality policies, clean air plans, air pollution programs, regulatory rulemaking, and technical analyses. This includes:

- Working as an air quality expert for two of the largest air quality districts, South Coast (Los Angeles, Orange, San Bernardino, Riverside) and Monterey Bay (Monterey, Santa Cruz, San Benito counties)
- Serving as the public policy consultant to two members of the South Coast Air Quality Management District Governing Board, where I helped develop the groundbreaking electric lawnmower buyback program. In this capacity, I worked with 61 cities in Los Angeles County to support their issues and represent their interests on the policy board
- Developing climate action plans that reduce Greenhouse Gases for jurisdictions throughout California
- Serving as an air quality and GHG consultant for cities throughout California
- Developing air quality technical guidance for South Coast and Monterey Bay air districts that are state-of-the-practice in air quality regulation
- Having a 25-year working relationship with BAAQMD Executive Officer Jack Broadbent

Thank you for considering my appointment to the Bay Area Air Quality Management District. I am committed to understanding the air quality concerns of your community and representing your interests on this important regional board. Please do not hesitate to contact me at (650) 239-6300 if you would like to discuss my candidacy further.

Respectfully,

A handwritten signature in blue ink that reads "Doug Kim/tmc".

Doug Kim, AICP
Councilmember

cc: Sukhmani S. Purewal, Agenda Administrator
Marie Chuang, Chair
Liza Normandy, Vice Chair





MARK ADDIEGO, MAYOR
PRADEEP GUPTA, PH.D., VICE MAYOR
RICHARD A. GARBARINO, COUNCILMEMBER
KARYL MATSUMOTO, COUNCILMEMBER
LIZA NORMANDY, COUNCILMEMBER

MIKE FUTRELL, CITY MANAGER

OFFICE OF THE CITY COUNCIL

November 21, 2016

Vice Mayor Marie Chuang
Chairperson, San Mateo County City Selection Committee
c/o Sukhmani Purewal, Agenda Administrator & Deputy Clerk of the Board
400 County Center, Redwood City, CA 94063

Re: City Selection Committee Appointment: Bay Area Air Quality Management District
(BAAQMD) City Representative for San Mateo County

Honorable Mayors and City Council Members:

I am requesting your consideration and support for my appointment as the San Mateo County representative to the Bay Area Air Quality Management District Board of Directors, for the seat vacated by Supervisor-elect David Canepa. I summarize four major factors which support my request.

1. As many of you know, a member of a regional agency board requires networking with others on the Board, in order to influence the direction of a regional policy debate. During my last two years on ABAG Board, I have been able to forge corroborative relationship with others by articulating our shared goals and concerns. As a result, President Julie Pierce invited me to join ABAG's many committees, as well as the 5- member ABAG team for the Bay Area Regional Collaborative (includes BAAQMD, MTC, BCDC and ABAG). ABAG Board also voted for me to chair the Regional Planning Committee, succeeding Supervisor Dave Cortese of Santa Clara County. Consequently, since 9 of 21 BAAQMD Board members are also members of ABAG Board, I hope to have a head start on creating a collaborative network at BAAQMD benefitting cities of San Mateo County.
2. According to BAAQMD's mission, its programs and policies are grounded on science and technical analyses which could provide tools such as atmospheric dispersion models. My education including a doctoral degree in electrical engineering from Purdue, coupled with professional experience at Electric Power Research Institute (EPRI) has provided me necessary skills to understand the nuances of air quality simulation models and participate effectively in discussions of recommended policy options.
3. As your representative on the ABAG Board, I have kept San Mateo County cities informed of important issues at ABAG as they evolve. I also try to articulate collective interests of all 20 cities at Board meetings. As an example, I have always emphasized the importance of maintaining and strengthening the powers of local jurisdictions to control land use planning, in the context of housing and jobs issues confronting us at ABAG. I plan to develop similar levels of communications and representation of local governments at BAAQMD as your representative.
4. Managing air quality in the Bay Area entails complex trade-offs between the objectives of cleaner air and those of reducing traffic congestion, growing economic opportunities and

building more housing. Being Chair of Regional Planning Committee and a member of CCAG's Resource Management and Climate Protection Committee, my appointment to the BAAQMD Board will enhance coordination and consistency of recommended strategies emanating from all these agencies.

I thank you for considering and supporting my appointment to the Bay Area Air Quality Management District Board. Please do not hesitate to contact me at (650) 676-0651 if you have questions or need additional information.

Sincerely,



Pradeep Gupta, Ph.D.
Vice Mayor, South San Francisco

Mayor John D. Seybert
Vice Mayor Ian Bain

Council Members
Alicia C. Aguirre
Janet Borgens
Jeffrey Gee
Diane Howard
Shelly Masur



1017 MIDDLEFIELD ROAD
Redwood City, California 94063
Telephone (650) 780-7220
FAX (650) 261-9102
www.redwoodcity.org

December 5, 2016

Subject: Seeking Appointment to the Housing and Community Development Committee

Dear Honorable Mayors, Council Members, Designees and San Mateo Selection Committee

I respectfully request your consideration to serve on the Housing and Community Development Committee. Prior to being elected to the Redwood City Council in November of 2015, I served on the Planning Commission for nine years, and on the Housing and Human Concerns Committee for four years. As you can tell, I am truly invested in this regional topic.

Currently, I serve on various regional committees per Mayoral appointment including – HOPE of San Mateo, Bayfront Canal, San Francisco Airport Roundtable and the Chamber of Commerce Housing and Transportation Committee to name a few.

In addition, as a small business owner for 45 years, I know first-hand the challenges various segments of our population face to find housing. I welcome the opportunity to be part of the solution and respectfully request your nomination and vote.

Thank you for your consideration.

Respectfully,

A handwritten signature in blue ink that reads "Janet Borgens".

Janet Borgens
Council Member, Redwood City Council

C: Redwood City Council
Melissa Stevenson Diaz, City Manager Redwood City

Mayor John D. Seybert
Vice Mayor Ian Bain

Council Members
Alicia C. Aguirre
Janet Borgens
Jeffrey Gee
Diane Howard
Shelly Masur



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November 28, 2016

Re: City Selection Committee
SamTrans – Southern Judicial District Appointment

Honorable Mayors, Council Members and Designees:

It has been my honor to serve my first full term on the SamTrans Board of Directors representing the cities and unincorporated communities of San Mateo County on this important countywide transportation agency board. **I am writing to express my interest in being reappointed to the Southern Judicial District seat on the SamTrans Board of Directors.**

This appointment will be on the December 16, 2016 agenda of the San Mateo County Council of Cities when it meets that evening in Colma.

SamTrans is an integral part of San Mateo County's transportation and mobility system. Our SamTrans bus and paratransit systems are often the only source of mobility for many of our county's most vulnerable and geographically constrained residents. Along with the District's sister transit agencies such as Caltrain and BART, SamTrans provides commuters with the "last mile" connectively essential to keeping them out of their cars and not adding to our increasing traffic congestion issues. The funding and viability of public transportation has a direct impact on the quality of life for all our residents and constituents.

As a Director, and Past Chairman of the SamTrans Board, I have worked very hard to ensure that our communities and the region are working together to give residents reliable public transit choices which expand their mobility options for getting to work and around the County without the use of a car. I also take pride in being available to the elected leaders and stakeholders from every community in the County and for a track record of leadership and decisions which have always been made with a countywide perspective. Through my appointment to SamTrans, I also represent San Mateo County on the Joint-Powers Board (JPB) overseeing the operation of Caltrain and the Transbay Joint Powers Authority (TJPA) overseeing the construction of the new Transbay Transportation Center in downtown San Francisco.

Below is a snapshot of some of the highlights and accomplishments during my current term and an extended list is included as an attachment to this letter.

SamTrans

- Implementation the SamTrans Service Plan (SSP) – the first comprehensive countywide adjustment to bus schedule and routes.
- Served as Chairman of the Board, and oversaw the multi-jurisdictional (SamTrans, SFMTA, VTA) recruitment effort for a new General Manager, resulting in the unanimous selection of Jim Hartnett.
- Advocated for examining how the organization utilizes its real estate assets, especially with regards to potential workforce housing.
- Supported the recent initiation of a study to examine public Express Bus Service on US 101 to reduce traffic congestion by getting commuters out of their cars.

Caltrain

- Supported the purchase of additional cars from LA Metro to increase capacity for both passengers and bicycles until electrification is complete.
- Supported full funding for the Caltrain Modernization project and for grade separation funding in San Mateo County.

TJPA

- Utilize my professional skills and construction background to support efforts to manage construction costs and keep the project on schedule.
- Supported staff efforts to recover lost time on the construction schedule.

The demand for increased SamTrans service for San Mateo County's youth and aging populations is expected to grow exponentially in the coming years. At the same time, projections for operating revenues are on the decline. The major goals and challenges facing SamTrans in the next few years include:

- Becoming a financially sustainable organization;
- Optimizing mobility services within San Mateo County and the region as the jobs/housing imbalance continues to worsen;
- Exploring new service models which get people from Caltrain and BART stations to major employment centers along the US 101 corridor;
- Ensuring adequate service is provided to all parts of our community;
- Planning and preparing for the transit needs of the future.

These goals and challenges are intricately woven together throughout our County and throughout the region. Solutions will require common sense, careful oversight, careful decision-making, listening to and partnering with our communities, leveraging programs with other transit agencies, and hard work. Only through regional cooperation and respect for the similarities and differences of each community, will we be able to collectively continue to provide vital transportation services for all San Mateo County residents.

I believe my current term as a Board Member can be characterized by my hard work, active participation, asking of hard questions, championing of new initiatives and leveraging of my professional background and experiences in architecture and construction to ensure that the large and substantial capital programs that are underway are completed on time and on budget.

My demonstrated participation as a board member, combined with my elected and professional experience, capabilities, focus and work ethic have enabled me to address the issues at hand, and to continue to make a difference for our County's future. Thank you for your consideration and for your support to serve for another term.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeff Gee", with a stylized flourish at the end.

Jeff Gee, Councilmember
City of Redwood City

Enclosure

C: John D. Seybert, Mayor
City Council Members, Redwood City
Sukhmani Purewal, Agenda Administrator and Deputy Clerk of the Board

SUMMARY OF ACCOMPLISHMENTS
JEFF GEE
SAMTRANS BOARD OF DIRECTORS AND ASSOCIATED APPOINTMENTS

SamTrans

- Implementation the SamTrans Service Plan (SSP) – the first comprehensive countywide adjustment to bus schedule and routes.
- Served as Chairman of the Board, and oversaw the multi-jurisdictional (SamTrans, SFMTA, VTA) recruitment effort for a new General Manager, resulting in the unanimous selection of Jim Hartnett.
- Served on the Finance, Legislative and Community Relations Committees.
- Advocated for examining how the organization utilizes its real estate assets, especially with regards to potential workforce housing.
- Supported the recent initiation of a study to examine public Express Bus Service on US 101 to reduce traffic congestion by getting commuters out of their cars.
- Championed the effort to establish an Ad Hoc Audit Committee that is now a Standing Committee of the Board.
- Supported the re-financing of the organization’s long-term debt, extending our “financial cliff” from 2015 to 2025.
- Supported the addition of two high school youths to the Citizens Advisory Council.
- Advocated for increased access to Board meetings through audio recording and internet broadcast of meetings (to be completed by June 2017)

Caltrain

- Supported the purchase of additional cars from LA Metro to increase capacity for both passengers and bicycles until electrification is complete.
- Supported full funding for the Caltrain Modernization project and for grade separation funding in San Mateo County.
- Supported the award of contracts for new electric trains and the electrification infrastructure for the Caltrain Modernization project which will reduce travel times, expand service, and double ridership.
- Advocated for the requirement of one restroom facility on each new train set.
- Utilize my professional experience to advocate for Internal Audits and Budget Forecasting on the Caltrain Modernization project.

TJPA

- Utilize my professional skills and construction background to support efforts to manage construction costs and keep the project on schedule.
- Supported staff efforts to recover lost time on the construction schedule.
- Asked that staff provide monthly updates regarding project costs, schedule impacts, and anticipated issues – the project is now forecast to be complete on schedule (December 2017) and to be \$80 million less than previously forecast.
- Currently advocating for the implementation of DTX (Downtown Extension) as soon as financially viable – to have trains run from 4th & King to the new Transbay Terminal.



November 20, 2016

Re: Re-Appointment to the San Mateo County Transportation Authority

Dear Honorable Mayor and City Council Colleagues,

Thank you for your continued support as I seek reappointment to my current seat on the San Mateo County Transportation Authority (TA) representing the Central Judicial Cities. It has been a distinct honor to represent you and serve the citizens of San Mateo County dealing with some of the most complex and pressing issues of our time.

The TA has achieved significant progress in the last year with approval and funding for major transportation improvements including grade separations, countywide shuttles, pedestrian and bicycle plans, and collaboration with CCAG on a study to address traffic congestion and solutions on the HWY 101 corridor, just to name a few.

The prospect of pursuing and completing many of the critical projects currently in the pipeline is very exciting to me and important to all of us. I will continue to address our common objectives and seek long-range solutions that will benefit all of our communities, and strive to make San Mateo County a transportation model for the Bay Area.

I have enjoyed partnering and collaborating with you as we seek innovative solutions to our shared regional challenges. I appreciate the opportunity to continue our dialogue and welcome your ideas and suggestions. As always, feel free to contact me at 650-350-8115.

My very best wishes to you and your family for a wonderful Thanksgiving Holiday. I look forward to seeing you at the Council of Cities meeting in Colma next month.

Gratefully,

Maureen Freschet
Council Member, City of San Mateo



City of Foster City

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

610 FOSTER CITY BOULEVARD
FOSTER CITY, CA 94404-2222

November 28, 2016

Re: City Selection Committee Appointment – San Mateo County Transportation Authority (SMCTA)

Dear Honorable Mayors, Councilmembers, and Colleagues:

I am writing to express my interest in serving on the San Mateo County Transportation Authority (SMCTA), representing Central Cities. As a Councilmember for the City of Foster City, we are located alongside State Route 92 at the terminus of the San Mateo-Hayward Bridge, as well as within the proximity of the Highway 101 & State Route 92 interchange. Foster City, amongst our surrounding cities, have been tremendously impacted by regional transit and mobility issues.

As a representative of our region, my vision and objective is to develop long-term, viable and coordinated solutions that will help our constituents achieve a sustainable future, maintaining and improving their overall quality of life. The challenge facing our cities in regards to infrastructure and traffic mitigation is one of great complexity & many intricacies. It requires significant federal, state and local funds, collaboration between all agencies involved, public & private partnerships, and a change in commuters' behaviors by utilizing various modes of public transit. Through our combined efforts, with the framework set by the Transportation Authority's Strategic Plan, I believe we can work towards making the appropriate decisions for Measure A fund allocation and program implementation.

I have held numerous volunteer and leadership roles in our community, including Vice Chair of the City of Foster City Parks & Recreation Committee, team leader for the Community Emergency Response Team (CERT), and Chair of the Board of Directors for the Foster City Chamber of Commerce.

In the City of Foster City, I serve on the Transportation Subcommittee. Here we are tasked with developing solutions and identifying areas where we can enhance traffic flow and public transportation; part of which involves partnering with local employers. I also serve as a Council Liaison to the Traffic Review Committee, who receives and reviews appeals or requests from citizens and/or staff regarding traffic matters, to then make recommendations to the City Council. This year, I also serve on the Economic Development Subcommittee which introduced the Scoop Carpool Program in partnership with our neighboring city, San Mateo, and large businesses in Foster City in our effort to alleviate traffic by encouraging commuters to abandon single vehicle commuting. The program has been a great success as we allocated \$60,000 to subsidize the program.

Regionally, I serve on the Board of Peninsula Traffic Congestion Relief Alliance (Commute.org), which is a public transportation service in San Mateo County. The Alliance operates a shuttle bus network that supplements SamTrans service and provides the last mile connection to and from public transit stations, as well as providing tools and apps connecting carpoolers in an

easy and efficient way. I am also actively involved in the San Francisco Airport Community Roundtable, a voluntary committee that addresses community noise impacts from aircraft operations at San Francisco International Airport (SFO).

Based upon my demonstrated participation in these other organizations and the priority I have set on this matter, I believe we can collectively address the countywide transportation needs of our citizens, bringing forth careful oversight and decision-making that will support innovative solutions. As I like to advocate, as representatives we should remain "*Committed to community, dedicated to progress.*"

I appreciate your consideration of my appointment to the San Mateo County Transportation Authority (SMCTA). Please do not hesitate to contact me at (650)286-3503 or at shindi@fostercity.org if you have any questions or need additional information. Thank you.

Respectfully,

Sam Hindi
Councilmember, City of Foster City

cc: Sukhmani S. Purewal, Agenda Administrator & Deputy Clerk of the Board
City Council, City of Foster City –
Herb Perez, Mayor
Charlie Bronitsky, Vice Mayor
Gary Pollard, Councilmember
Catherine Mahanpour, Councilmember
Kevin M. Miller, City Manager, City of Foster City

December 1, 2016

Dear colleagues,

It has been an honor to serve you on the San Mateo County Transportation Authority as the South County representative for almost the past two years. I am writing to seek your support for my reappointment to the board at the upcoming Council of Cities meeting.

We have taken important steps over the past two years to improve mobility and transportation infrastructure in San Mateo County, including contributing funding to the electrification of Caltrain, highway interchange improvements, a critical grade separation, commuter shuttles, and bike and pedestrian improvements. We have also moved forward the long term Highway 101 managed lanes project to reduce traffic congestion on this vital transportation corridor.

During my tenure as a board member I have contributed meaningful comments to our discussions, and volunteered to serve on two subcommittees. I have taken votes to preserve the integrity of the Transportation Authority, even when it has come at the expense of projects for my own city.

I am excited about the work ahead to improve transportation options for all of our residents, and I would be honored to have your support for reappointment to the Transportation Authority.

Thank you for your thoughtful consideration. Should you have any questions, I can be reached on my cell phone at 650-796-7997.

Sincerely,

Cameron Johnson
Mayor of San Carlos



ANN KEIGHRAN, MAYOR
RICARDO ORTIZ, VICE MAYOR
MICHAEL BROWNRIGG
DONNA COLSON
EMILY BEACH

The City of Burlingame

CITY HALL, 501 PRIMROSE ROAD
BURLINGAME, CALIFORNIA 94010-3997

TEL: (650) 558-7200
FAX: (650) 566-9282
www.burlingame.org

November 28, 2016

Honorable Colleagues,

I am writing to ask for your support as I seek appointment to the San Mateo County Transportation Authority Board of Directors representing the Peninsula Cities-at-Large. I am passionate about improving our infrastructure and providing cost-effective, convenient, sustainable transportation alternatives. Thoughtful investment in transit significantly improves our quality of life and helps solve our housing and environmental challenges.

I think about transit often. Two favorite books on my nightstand include Walkable City and Traffic. My family relies on multi-modal transit every day. Ours is a one-car family of committed cyclists. I bike to most city meetings in Burlingame, and often ride Caltrain to regional meetings. My husband commutes daily to San Francisco by bicycle and rides Caltrain or BART home. My children bike and walk to school. I've lived in Europe, Asia, and the Middle East, so I understand how highly functional (and dysfunctional!) transit systems impact quality of life, the economy, and the environment.

Our Cities-at-Large TA Board Member must represent all cities fairly. She should be a curious thinker who listens well, seeks to understand the local needs of our diverse cities, sees the big picture, and works collaboratively to address the transportation needs of our county. Our citizens' tax dollars must be responsibly and equitably distributed to yield maximum regional impact. The list of worthy transportation projects is long. Caltrain electrification, east-west connections, 101 corridor improvements, shuttle systems, grade separations, Dumbarton Corridor, bike/pedestrian improvements, and the ongoing need for road maintenance require thoughtful Board Members to make decisions in accordance with the TA's five-year strategic plan.

I feel fortunate to have bandwidth for this added responsibility. Second only to family, Councilmember commitments are my top priority. I take advance meeting preparation seriously. I am a big-thinker and an optimist. I am engaged. I ask tough questions and participate respectfully in debates. My colleagues on regional transportation bodies like the Caltrain Modernization Local Policy Makers Group where I serve as Vice Chair, C/CAG's Congestion Management and Environmental Quality Committee, and Commute.org Board of Directors have seen me demonstrate these qualities.

Additionally, my professional experience has prepared me to be a strong SMCTA Board Member. Since graduating from the University of Notre Dame (Notre Dame, IN) with a B.A. in Government and Spanish, my career has been rooted in teamwork. I am a former U.S. Army Captain, Business Unit Manager in the technology industry, and President of a non-profit fundraising organization. I know how

to work with diverse groups of people to tackle challenges, build consensus, set goals, and achieve results.

Thank you for considering me for appointment to the Transportation Authority Board of Directors on December 16th. See you at the Firehouse!

Respectfully,

A handwritten signature in black ink, appearing to read "Emily Beach". The signature is fluid and cursive, with a large initial "E" and a long, sweeping underline.

Emily Beach
Councilmember, City of Burlingame
Email: ebeach@burlingame.org
Cell: 415-377-8125



CITY COUNCIL 2016

MARK ADDIEGO, MAYOR
PRADEEP GUPTA, PH.D., VICE MAYOR
RICHARD A. GARBARINO, COUNCILMEMBER
KARYL MATSUMOTO, COUNCILMEMBER
LIZA NORMANDY, COUNCILMEMBER

MIKE FUTRELL, CITY MANAGER

OFFICE OF THE CITY COUNCIL

November 28, 2016

Honorable Mayors and City Council Members:

I write to ask for your support for my appointment as Chair to the SMC Council of Cities' Selection Committee. For the past year, I have served as your Vice Chair and have had the pleasure of working in concert with Chair Marie Chuang and Secretary Lori Liu. I have enjoyed meeting and working with many of you and look forward to serving as your Chair in 2017.

As the Vice Chair of the SMC Council of Cities Selection Committee, I established a Council of Cities' Facebook page <https://www.facebook.com/SMCCouncilofCities/>, and a City Clerk checklist accompanied with helpful hints for booking a venue for our monthly dinner meetings. I also set up protocols to ensure that our meetings would allow us to address important topics while being mindful of our time. My objective was not only to motivate future chairs to take on one of the two leadership roles within the Council of Cities' Selection Committee, but to ensure that all of you have the latest information on upcoming meetings and the prerequisite information for the regional seats for which we seek appointment.

Should you want additional information or you have any questions, I can be reached at (650) 291- 4752 or liza.normandy@ssf.net. Thank you for your consideration.

Respectfully,

A handwritten signature in black ink that reads "Liza Normandy". The signature is written in a cursive style.

Liza Normandy
Council Member
City of South San Francisco



Scenic Pacifica
Incorporated Nov. 22, 1957

CITY OF PACIFICA

170 Santa Maria Avenue • Pacifica, California 94044-2506
www.cityofpacifica.org

MAYOR
Sue Digre

MAYOR PRO TEM
Mike O'Neill

COUNCIL
Karen Ervin
Mary Ann Nihart
John Keener

November 29, 2016

Honorable Mayors and Council Members:

I would like to ask for your support for the open position of Vice Chairperson of the Selection Committee.

I have served on the Pacifica City Council for four years and prior to that on the Pacifica School District Board of Trustees for fourteen years.

I have attended many of the monthly dinners and am familiar with the format and purpose of the meetings. While on the Pacifica School District Board of Trustees I served as Treasurer of the School Board Association.

The monthly dinners are an important opportunity for the political leaders of the Peninsula to gather together, network and discuss common concerns and challenges we each face on a constant basis.

As Vice Chairperson of the Selection Committee I will make every effort to support the Chair and the hosting city each month.

I humbly request your support for the position of Vice Chairperson of the City Selection Committee.

Warm Regards,

Mike O'Neill
Mayor Pro Tem
City of Pacifica



**SAN MATEO COUNTY
CITY SELECTION
COMMITTEE**

*Elizabeth Lewis, Chairperson
Marie Chuang, Vice Chairperson*

*Sukhmani Purewal, City Selection Secretary
400 County Center
Redwood City, CA 94063
(650) 363-1802*

TO: Sukhmani Purewal, Secretary
City Selection Committee

SUBJECT: Alternate to the City Selection Committee

I _____, Mayor of the City/Town of _____,
hereby appoint Councilmember _____, to serve as my
alternate to the City Selection Committee meeting(s).

In the absence of my appointee, I then appoint: **(Please choose one)**

_____ Councilmember _____ to represent me
_____ Vice-Mayor and each Councilmember in order of seniority

(You must check only ONE of the following options)

My alternate is to serve for the:

_____ meeting only
Date

_____ duration of my term of office as Mayor

_____ I do not choose to appoint an alternate

Signature of Mayor

Date

Please return to:
Sukhmani Purewal, Secretary
City Selection Committee
Hall of Justice, 400 County Center / CMO 105
Redwood City, CA 94063

Or Fax to 650 363-1916 or bring to the meeting

If you should have any questions please do not hesitate to call me (650) 363-1802





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Caitlin Corley, City Clerk
 VIA: Sean Rabé, City Manager
 MEETING DATE: December 14, 2016
 SUBJECT: City Council Committee Assignments for 2017

RECOMMENDATION

Staff recommends that the City Council determine the Council Member Committee Assignments for 2016, and adopt the following motion:

MOTION APPROVING COMMITTEE ASSIGNMENTS FOR 2017 AND GRANTING TO THE APPOINTEE DISCRETION IN VOTING ON MATTERS BROUGHT BEFORE THE COMMITTEE.

EXECUTIVE SUMMARY

In addition to their primary role as Elected Officials of the Town of Colma, the City Council Members serve on a variety of committees that involve the direct participation of its members in a host of local and regional issues and organizations. It is the Town's practice for the Council to review and modify committee assignments when a new Mayor is selected, and when a new Council Member is installed, as is the case this year.

FISCAL IMPACT

This action has no fiscal impact.

BACKGROUND

After the Reorganization of the City Council, Council Members review the committee assignments of the previous term and consider changes. Attached is a worksheet showing the current committee assignments, approved by the City Council on December 9, 2015.

CONCLUSION

Staff recommends that the City Council determine the Council Member Committee Assignments for 2017, adopt a motion approving Committee Assignments for 2017 and grant to the appointee discretion on voting matters brought before the committee.

ATTACHMENTS

- A. Council Committee Assignments Worksheet



City Council Committee Assignments for 2017

Committee Name	2016 Primary	2016 Secondary	2017 Primary	2017 Secondary
Office of Emergency Services (EMERGENCY SERVICES COUNCIL, MEETS QUARTERLY 3 rd THURSDAYS IN JANUARY, APRIL, JUNE & SEPTEMBER, , AT 5:30 PM, AT THE HALL OF JUSTICE IN REDWOOD CITY IN JURY ASSEMBLY ROOM)	Colvin	del Rosario		
Colma Creek Flood District (MEETS QUARTERLY, 2 nd TUESDAY @ 3PM IN MARCH, JUNE, SEPTEMBER AND DECEMBER AT CITY HALL, SOUTH SAN FRANCISCO)	Fiscaro	Colvin		
Peninsula Congestion Relief Alliance - "The Alliance" Board of Directors member (6 X A YEAR, THURSDAY MORNINGS)	Gonzalez	Colvin		
C/CAG (2 nd THURSDAY OF THE MONTH, 7PM)	Silva	Colvin		
League of California Cities (ANNUAL CONFERENCE, AND WORKSHOPS THROUGHOUT THE YEAR)	All			
San Mateo County Council of Cities (MONTHLY DINNER AND MEETING)	Colvin is the voting representative	All Council Members can attend		
Mayor/Chamber Walks (SCHEDULED BETWEEN THE MAYOR, CITY MANAGER & CHAMBER OF COMMERCE, APPROXIMATELY 5+ OUTINGS)	Colvin	All other Council Members		
City Representative at Colma-Daly City Chamber of Commerce (1-2 MEETINGS A YEAR, AS NEEDED)	Colvin	Fiscaro		
Legislative Committee (C/CAG) (ONCE PER MONTH, ON 2 nd THURSDAYS AT 5PM)	Silva			
ABAG Representative (GENERAL ASSEMBLY MEETS TWICE PER YEAR APRIL & OCTOBER)	del Rosario	Gonzalez		
Housing and Community Development Commission (HCDC) (MEETINGS ARE DURING THE DAYTIME, AS NEEDED. MORE MEETINGS AT BEGINNING OF THE YEAR. APPOINTED BY CITY SELECTION COMMITTEE)	Fiscaro			
Grand Boulevard Task Force (MEETS 3 rd WEDNESDAY, 10AM-12 NOON, MARCH, JUNE, SEPTEMBER, DECEMBER AT EITHER SAM TRANS IN SAN CARLOS OR CITY HALL IN SANTA CLARA)	Silva	Gonzalez		
Sustainable Communities Strategy and Regional Housing Needs Allocation Policy Advisory Committee (NO MEETINGS SCHEDULED AT THIS TIME)	Fiscaro	Silva		
Closing the Jobs/Housing Gaps Task Force (MEETS 4 th WEDNESDAY, 7AM AT THE SAN MATEO COUNTY DEPARTMENT OF HOUSING)	Fiscaro			
Point of Contact for the San Mateo County Energy Strategy Program (NO MEETINGS SCHEDULED AT THIS TIME)	Fiscaro			
Peninsula Clean Energy Board of Directors (MEETS 4 th THURSDAY, 6:30PM AT THE COUNTY OFFICE OF EDUCATION BUILDING IN REDWOOD CITY)	Silva	Gonzalez		

These positions are not compensated.





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brian Dossey, Administrative Services Director
 VIA: Sean Rabé, City Manager
 MEETING DATE: December 14, 2016
 SUBJECT: Bark Park Ordinance

RECOMMENDATION

Staff recommends that the City Council introduce the following:

ORDINANCE ADDING SECTION 2.07.065 TO THE COLMA MUNICIPAL CODE, RELATING TO BARK PARK REGULATIONS, AND WAIVE A FURTHER READING OF THE ORDINANCE.

EXECUTIVE SUMMARY

The proposed ordinance establishes rules and regulations for use of the Bark Park located on the west end of D Street. Upon receiving calls from residents voicing their concern over some questionable usage at the park, staff realized there were no established rules in the Administrative Code or the Municipal Code for the use of the Bark Park. The proposed rules allow staff to enforce unwanted behavior or questionable usage, and were written in the best interests of health, safety, and general welfare of the park users, and are in alignment with what other jurisdictions have established for Dog Parks in San Mateo County.

FISCAL IMPACT

The proposed ordinance will have a minimal impact on the operating budget for the purchase of a Bark Park Rules sign. Estimated cost is \$350-\$400.

BACKGROUND

The Bark Park was built in the early 1990's and is 33 feet by 100 feet (3,300 sq. ft.) or about the size of one housing lot in the Sterling Park neighborhood. The park was built as an off leash area for dogs to run, play and socialize. Over the past few years staff has noticed an increase in usage at the Bark Park creating opportunities for issues to arise, and driving the need to establish rules and regulations. Staff attributes the increase in usage to:

- An increase in pet ownership. According to an SF Gate article from June 17, 2007 there were an estimated 120,000 dogs in San Francisco (SF Animal Care & Control) compared to 108,000-113,000 children (U.S. census figures from 2000 and 2005). Also, according

to the American Society for the Prevention of Cruelty to Animals (ASPCA) approximately 37 percent to 47 percent of households in the United States have a dog.

- An increase in population/housing. Since 2003 several condominium, townhouse and apartment buildings have been built within the Town of Colma and unincorporated areas including the Verano townhomes (63 units), Villa Hoffman townhomes (18 units), La Terraza apartments (153 units) and the Trestle Glen apartments (119 units).
- Dog walking industry. In the past few months staff has seen a local dog walker using the Bark Park as a regular place to exercise client dogs.

Based on the above mentioned increase in housing and estimated households with dogs, and local dog walkers, the Bark Park has experienced greater use than in years past. Therefore staff is proposing an ordinance establishing rules for the Bark Park.

ANALYSIS

The proposed ordinance attached establishes rules and regulations for off leash activities of dogs and their handlers within the Bark Park, and is in the best interests of the health, safety, and general welfare of the residents of Colma.

Proposed rules A-H in the attached ordinance are already part of the Colma Municipal Code, Government Code, and Health & Safety Code. Staff recommends that these already adopted codes apply to the Bark Park (i.e. transferring liability, prohibiting alcohol, setting park hours, no smoking, dangerous animal, etc.)

Below is a list of newly proposed rules for the use of the Bark Park and brief explanation as to why they are being recommended:

- *Item (i) to the attached ordinance* - Children fifteen (15) years of age and younger must be accompanied and supervised by a responsible adult while in the Bark Park.

While at play, dogs tend to run, jump, gnaw, and paw at one another and may run in to small children knocking them over. Also, small children may approach a dog that is not familiar them, and may react aggressively potentially causing injury. Therefore staff is recommending that children be supervised at all times when in the Bark Park.

- *Item (j) to the attached ordinance* - No food of any kind is allowed in the Bark Park to ensure the public safety and welfare of both dogs and people in the Bark Park as food can lead to dog fights.

Dogs can sometimes become territorial around food which can lead to aggression towards other dogs or people.

- *Item (k) to the attached ordinance* - No Responsible Person shall have more than three (3) dogs at once in the Bark Park to ensure proper handling of each dog and to ensure the public health, safety and welfare.

There have been several articles¹ written over the past few years on how many dogs per responsible owner are too many. In general, some articles say four should be the limit, but there are dog parks that allow six or eight dogs per responsible owner. However, if an issue were to arise like a dog fight or a group of dogs bullying another dog, one person can physically manage only one to two dogs at a time. Additionally, to ensure all users can make use of the Bark Park based on its limited size, staff is recommending three dogs per responsible owner in order to ensure safety and accommodate all Bark Park users.

- *Item (l) to the attached ordinance* - Dogs shall not be kept on a leash inside the Bark Park. The Bark Park is an "off leash" area. Choke chains, prong collars, and head collars (Halti, Gentle Leader, etc.) are recommended to be removed before letting a dog loose in the Bark Park.

Choke chains and prong collars have been known to get caught on fencing and sometimes cause injury to themselves or to other dogs while at play.

- *Item (m) to the attached ordinance* - Each Responsible Person is responsible for repairing damages to the Bark Park or Bark Park facilities caused by their dog(s) (e.g. filling in holes).

For all users to enjoy the Bark Park and to prevent injury to dogs and people, visitors should be responsible for repairing damages caused by their dogs. This includes filling in holes in the grass or dirt, or damages that need to be reported to the Town for repairs.

- *Item (n) to the attached ordinance* - It shall be unlawful for a Responsible Person in the Bark Park not to immediately pick up and properly dispose of the feces of their dog(s). Proper disposal shall include the placement of such feces in a bag or other container and its disposal in a trash receptacle.

This rule is in alignment with CMC 8.01.075 that prohibits a dog from being off-leash in public areas of the Town of Colma, including public parks.

- *Item (o) to the attached ordinance* - No person shall place or allow to be placed a female dog in heat or pre-heat in the Bark Park.

Male dogs have a tendency to be defensive or aggressive with other un-neutered male dogs when a female dog in heat is present. If these situations occur, dogs may fight with one another, and in doing so, may cause harm to users within the Bark Park.

- *Item (p) to the attached ordinance* - No person shall place or allow to be placed a sick dog in the Bark Park. Sickness includes any animal disease that is dangerous or transmittable to humans or other animals, including, but not limited to, kennel cough, Giardia, and rabies.

¹ The Bark, *Dog Walkers with Multiple Dogs*, November 2010; Ohmidog.com, *How many dogs can a Dog Walker walk*, April 2014; BreedingBusiness.com, *Before the days of Dog Walkers and Dog Sitters*.

Kennel cough, Giardia and rabies are all highly transmittable illnesses to dogs and sometimes humans. For the general safety and well-being of Bark Park users, animals who are sick or that have been diagnosed with these illnesses should not visit the park.

- *Item (q) to the attached ordinance* - Responsible Persons shall, at all times, take all reasonable precautions to prevent their dog(s) from biting, attacking or attempting to bite or attack any person or dog. A Responsible Person shall immediately remove his or her dog from the Bark Park if it bites, attacks or attempts to bite or attack any person or dog. A Responsible Person whose dog is bitten or attacked shall immediately remove his or her dog from the Bark Park.

For the general safety and well-being of all users of the Bark Park, handlers should monitor their dogs behavior at all times when in the park. If the dog begins to demonstrate aggressive behavior towards people or other dogs, the handler shall remove the dog from the Bark Park.

- *Item (r) to the attached ordinance* - Any dog which has been repeatedly aggressive or attempted to attack or bite another dog or a person, or whose Responsible Person fails on more than two (2) occasions to abide by the reasonable rules and regulations applicable to the Bark Park may be barred from further use of the Bark Park by notice and order of the City, in its discretion.

For the general safety and well-being for all user of the Bark Park, this provision is in place as a consequence to park users who repeatedly fail to manage their dogs while using the Bark Park.

Enforcement of the proposed ordinance will be through the issuance of administrative citations. Under the Town's existing Chapter 2.07, the Colma Police are authorized to issue administrative citations for any violations of any park rules and regulations. With the inclusion of the Bark Park regulations in this Chapter 2.07, the Colma Police will be authorized to issue administrative citations for any violations of the Bark Park regulations.

Council Adopted Values

The City Council's introduction and ultimate adoption of the ordinance is consistent with the value of *responsibility* as the ordinance ensures the general safety and welfare of all Bark park users.

Alternatives

The City Council could choose not to introduce the ordinance or may choose to propose changes or omit some of the rules presented. At a minimum, the Council should introduce the ordinance, but may discuss any changes. Introducing the ordinance with or without changes will ensure the general safety and well-being to the users of the Bark Park.

CONCLUSION

The City Council should introduce the ordinance.

ATTACHMENTS

A. Ordinance

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

ORDINANCE ADDING COLMA MUNICIPAL CODE SECTION 2.07.065
REGARDING DOG PARK REGULATIONS

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

ARTICLE 1. RECITALS.

- (a) The Colma Municipal Code ("CMC") Section 8.01.070 currently does not allow a dog to be off-leash in public areas of the Town of Colma, including public parks.
- (b) The Town of Colma's Dog Park, known as the "Bark Park," is located on the west end of D Street off Clark Avenue in Colma.
- (c) The Town finds that authorizing and regulating the parameters of off-leash activities of dogs and their responsible persons within the Bark Park is in the best interests of the health, safety, and general welfare of the residents of Colma. Further, the Town of Colma believes that limiting certain activities and young children from the Bark Park serves the public interest by preventing safety accidents and ensuring the public health, safety, and welfare of the community.
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ARTICLE 2. INCORPORATION OF RECITALS.

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

ARTICLE 3. CMC SECTION 2.07.065 ADDED.

Section 2.07.065 shall be and hereby is added to the Colma Municipal Code as follows:

2.07.065 Bark Park Regulations.

This section shall apply to the Town of Colma's Dog Park, known as the "Bark Park," in addition to all other regulations of this CMC Chapter 2.07. For the purposes of this section, the term "Responsible Person" shall mean any person age eighteen (18) years or older who owns, has a proprietary or possessory interest in, harbors or has the care, charge, control, custody or possession of any dog.

- (a) Pursuant to Government Code section 831.7, the Town shall not be held liable for injury or death of a person or pet resulting solely from the actions of a dog in a dog park. Each Responsible Person is solely responsible and liable for the actions of their dog.

- (b) Consuming, possessing or keeping on or about his or her person any alcoholic beverage pursuant to Section 2.07.060(12) is hereby prohibited in the Bark Park.
- (c) Smoking, lighting or carrying a lighted pipe, cigar, cigarette, or other smoking device of any kind in the Bark Park is prohibited consistent with Section 2.07.060(19).
- (d) The Bark Park is open from sunrise to sunset pursuant to Section 2.07.030. No dogs or persons are permitted in the Bark Park from sunset to sunrise.
- (e) All dogs must be vaccinated for rabies and legally licensed prior to use of the Bark Park as required by CMC Chapter 8.01. Any Responsible Person must be able to produce evidence of vaccination and licensing upon request by proper authorities.
- (f) No person shall place or allow to be placed in the Bark Park any dog that has been designated as a Dangerous or Vicious Animal pursuant to CMC Chapter 8.01 or any similar animal control regulation.
- (g) Dog bites shall be reported immediately to the Colma Police Department or San Mateo County Animal Control at 650-997-8321 or 650-340-8200 or as provided in CMC 8.01.260.
- (h) Dogs under the age of four (4) months are not permitted in the Bark Park pursuant to section 121690 of the Health and Safety Code.
- (i) Children fifteen (15) years of age and younger must be accompanied and supervised by a responsible adult while in the Bark Park.
- (j) No food of any kind is allowed in the Bark Park to ensure the public safety and welfare of both dogs and people in the Bark Park as food can lead to dog fights.
- (k) No Responsible Person shall have more than three (3) dogs at once in the Bark Park to ensure proper handling of each dog and to ensure the public health, safety and welfare.
- (l) Dogs shall not be kept on a leash inside the Bark Park. The Bark Park is an "off leash" area. Choke chains, prong collars, and head collars (Halti, Gentle Leader, etc.) are recommended to be removed before letting a dog loose in the Bark Park.
- (m) Each Responsible Person is responsible for repairing damages to the Bark Park or Bark Park facilities caused by their dog(s) (e.g. filling in holes, etc.).
- (n) It shall be unlawful for a Responsible Person in the Bark Park not to immediately pick up and properly dispose of the feces of their dog(s). Proper disposal shall include the placement of such feces in a bag or other container and its disposal in a trash receptacle.
- (o) No person shall place or allow to be placed a female dog in heat or pre-heat in the Bark Park.
- (p) No person shall place or allow to be placed a sick dog in the Bark Park. Sickness includes any animal disease that is dangerous or transmittable to humans or other animals, including, but not limited to, kennel cough, Giardia, and rabies.

(q) Responsible Persons shall, at all times, take all reasonable precautions to prevent their dog(s) from biting, attacking or attempting to bite or attack any person or dog. A Responsible Person shall immediately remove his or her dog from the Bark Park if it bites, attacks or attempts to bite or attack any person or dog. A Responsible Person whose dog is bitten or attacked shall immediately remove his or her dog from the Bark Park.

(r) Any dog which has been repeatedly aggressive or attempted to attack or bite another dog or a person, or whose Responsible Person fails on more than two (2) occasions to abide by the reasonable rules and regulations applicable to the Bark Park may be barred from further use of the Bark Park by notice and order of the City, in its discretion.

ARTICLE 4. SEVERABILITY.

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

ARTICLE 5. NOT A CEQA PROJECT.

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

ARTICLE 6. EFFECTIVE DATE.

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

Certificate of Adoption

I certify that the foregoing Ordinance No. __ was duly introduced at a regular meeting of the City Council of the Town of Colma held on December 14, 2016 and duly adopted at a regular meeting of said City Council held on _____, 2016 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	

<i>Voting Tally</i>					

Dated _____

Mayor

Attest: _____
Caitlin Corley, City Clerk