



**AGENDA
REGULAR MEETING**

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

**Wednesday, May 10, 2017
7:00 PM**

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF AGENDA

PUBLIC COMMENTS

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

CONSENT CALENDAR

1. Motion to Accept the Minutes from the April 26, 2017 Regular Meeting.
2. Motion to Approve Report of Checks Paid for April 2017.
3. Motion to Adopt a Resolution Supporting an Application for One Bay Area Grant 2 (OBAG 2) for Transportation for Livable Communities (TLC) Program.
4. Motion to Adopt a Resolution Approving First Amendment to Comprehensive Agreement with the San Francisco Bay Area Rapid Transit District.

PUBLIC HEARING

5. GREEN INFRASTRUCTURE WORK PLAN

- a. *Consider:* Motion to Adopt a Resolution of the Town of Colma to Approve a Workplan to Develop a Green Infrastructure Plan in Accordance with Provision C.3.J of the Municipal Regional Permit, and Finding the Action to be Exempt from Environmental Review Pursuant to CEQA Guidelines 15061(B)(3) and 15306.
- b. *Consider:* Motion to Adopt a Resolution Amending Subchapter 1.15 of the Colma Administrative Code to Include Green Infrastructure, and Finding the Action to be Exempt from Environmental Review Pursuant to CEQA Guidelines 15301(C), 15302, and 15303.

NEW BUSINESS

6. **SECOND AMENDMENT TO EMPLOYMENT CONTRACT WITH KIRK STRATTON**

Consider: Motion to Adopt Resolution Approving Second Amendment to Employment Contract with Kirk Stratton.

7. **THIRD AMENDMENT TO EMPLOYMENT CONTRACT WITH SEAN RABÉ**

Consider: Motion to Adopt a Resolution Approving Third Amendment to Employment Contract with Sean Rabé.

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.

**MINUTES
REGULAR MEETING**

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

Wednesday, April 26, 2017

7:00 p.m.

CALL TO ORDER

Mayor Helen Fisicaro called the Regular Meeting of the City Council to order at 7:05 p.m.

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

Staff Present – City Manager Sean Rabé, City Attorney Christopher Diaz, Administrative Services Director Brian Dossey, Director of Public Works Brad Donohue, Police Commander Sherwin Lum, City Planner Michael Laughlin, City Clerk Caitlin Corley and Assistant Planner Jonathan Kwan were in attendance.

ADOPTION OF THE AGENDA

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

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

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

PRESENTATION

- Recreation Coordinator Cynthia Morquecho introduced New Facility Attendant Itzel Diaz
- Police Commander Sherwin Lum swore in Officer Daivy Ly.

PUBLIC COMMENTS

Mayor Fisicaro opened the public comment period at 7:23 p.m. and seeing no one come forward to speak, she closed the public comment period.

CONSENT CALENDAR

3. Motion to Accept the Minutes from the April 12, 2017 Regular Meeting.

Action: Council Member Colvin moved to approve the Consent Calendar item #3; the motion was seconded by Vice Mayor Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

PUBLIC HEARING

4. CONDITIONAL USE PERMIT – ORANGE THEORY

Assistant Planner Jonathan Kwan presented the staff report. Mayor Fiscaro opened the public comment period at 7:27 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

Action: Council Member Goodwin moved to Adopt a Resolution Approving a Conditional Use Permit to Allow a 3,185 Square Foot Fitness Facility with Approximately 300 Square Feet of Retail Space Located at 51 Colma Boulevard (APN: 011-370-180) Pursuant to CEQA Guideline 15301, Class 1(A); 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	
Helen Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

NEW BUSINESS

5. FY 2017-18 WATER CONSERVATION INCENTIVE PROGRAM

Director of Public Works Brad Donohue presented the staff report. Mayor Fiscaro opened the public comment period at 7:27 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed. City Attorney Christopher Diaz noted a correction to section 2(a), striking the reference to the drought.

Action: Vice Mayor Colvin moved to Adopt a Resolution Establishing the Authorized Subsidy at \$85,000 for the Water Conservation Incentive Program in Fiscal Year 2017-18, with the requested changes; the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
	5	0			

STUDY SESSION

6. PRELIMINARY FY 2017-18 BUDGET AND FINANCIAL PLAN

City Manager Sean Rabé presented the staff report. Mayor Fiscaro opened the public comment period at 7:59 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

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

COUNCIL CALENDARING

The next Regular City Council Meetings will be on Wednesday, May 10, 2017 at 7:00 p.m. and Wednesday, May 24, 2017 at 7:00 p.m.

REPORTS

Helen Fiscaro

Small Business Week Vignette at Steak and Shake, 4/17
 Small Business Week Vignette at Allstate, 4/18
 Serramonte Ford Groundbreaking, 4/19
 Are You Ready Training, 4/19
 Business to Business, 4/20
 Progress Seminar, 4/21-4/23

Raquel "Rae" Gonzalez

Serramonte Ford Groundbreaking, 4/19

Joanne F. del Rosario

Small Business Week Vignette at Hamptons Inn, 4/19

Diana Colvin

Serramonte Ford Groundbreaking, 4/19

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

- Kaiser Permanente's \$2,000.00 donation towards the installation of a Bike Fix-It Station has been approved. We'll be holding a ribbon-cutting and dedication soon.
- Stand Up For Kids has dropped off food collection barrels at the PD, Sterling Park, and the Community Center and will be collecting food donations from then through the end of May.

- Officer Jay Rossett will be graduating from Inner Perspectives next month and Officer Daniel Mendoza has been nominated for this year's MADD award for the most DUI arrests for last year.

ADJOURNMENT AND CLOSE IN MEMORY

The meeting was adjourned by Mayor Fiscaro at 8:18 p.m. in memory of Thomas O'Brien, brother of Town employee Jeanne O'Brien and Paul C. Van Iderstine, Former Millbrae Mayor.

Respectfully submitted,

Caitlin Corley
City Clerk

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45616	4/3/2017	00051	CALIFORNIA WATER SERVICE6544607057	3/16/2017	6544607057 SW CORNER HIL	133.25	133.25
45617	4/3/2017	00093	CITY OF SOUTH SAN FRANCISCO516771	3/13/2017	TRAFFIC SIGNAL MAINTENAN	3,417.75	3,417.75
45618	4/3/2017	00254	METRO MOBILE COMMUNICA170411	4/1/2017	MAINTENANCE CONTRACT	602.00	602.00
45619	4/3/2017	00307	PACIFIC GAS & ELECTRIC	3/24/2017	0092128195-2	2,241.85	
			0678090639-9	3/21/2017	0678090639-9 S/E CORNER H	49.85	
			9593452526-2	3/21/2017	9593452526-2 1500 HILLSIDE	29.07	
			2039987372-6	3/24/2017	2039987372-6 OPPOSITE 507	12.02	
			9956638930-2	3/24/2017	9956638930-2 NEXT TO 540 B	10.52	
45620	4/3/2017	00311	PITNEY BOWES INC.	3/11/2017	#0012828896 POSTAGE METE	274.05	2,343.31
45621	4/3/2017	00432	VISION SERVICE PLAN	3/21/2017	VISION SERVICE PLAN	1,029.10	274.05
45622	4/3/2017	00714	SMC ASSESSOR-COUNTY CLI1617012	3/20/2017	NOV 8, 2016 TOWN OF COLM	1,095.18	1,029.10
45623	4/3/2017	00786	RANGEL, MARIA	3/27/2017	03.27.17 DEPOSIT REFUND	300.00	300.00
45624	4/3/2017	00830	STAPLES ADVANTAGE	3/11/2017	CD-R & DVD-R SPINDLES, LA	475.84	475.84
45625	4/3/2017	00862	GOMEZ, LOURDES	3/27/2017	03/27/17 DEPOSIT REFUND	50.00	50.00
45626	4/3/2017	01001	SIGNET TESTING LABS, INC. 5027	3/10/2017	Nov 28-Dec 9, 2017 Equipment	3,232.81	3,232.81
45627	4/3/2017	01030	STEPFORD, INC.	3/20/2017	MONTHLY SERVICE CONTRA	5,622.00	
			1701275	3/20/2017	FEB 2017 HOURS IN EXCESS	581.25	
45628	4/3/2017	01037	COMCAST CABLE	3/24/2017	HP ELITE DISPLAY E2711-LED	325.92	6,529.17
			03/25-04/24 Intel	3/20/2017	8155 20 022 0097051 Internet	286.16	
			03/25-04/24 427	3/20/2017	8155 20 022 0097028 427 F ST	236.16	
			17-03 Colma	3/21/2017	RECORDS MANAGEMENT	4,720.00	
45629	4/3/2017	01076	API CONSULTING	3/21/2017	SECTION 125 PARTICIPANT &	75.00	522.32
45630	4/3/2017	01340	NAVIA BENEFIT SOLUTIONS 10080793	3/31/2017	CELL PHONE SERVICE	727.50	75.00
45631	4/3/2017	01370	VERIZON WIRELESS SERVICE9782154273	3/15/2017	20 ADULT & 100 YOUTH TOKE	1,360.00	727.50
45632	4/3/2017	01562	SAN MATEO COUNTY TRANSISAMTRANS Tok	3/29/2017	TRAP SERVICE CHARGE	102.71	1,360.00
45633	4/3/2017	01569	DARLING INTERNATIONAL INC600:2918993	3/21/2017	REFUEL GENERATOR SET AT	1,157.74	102.71
45634	4/3/2017	01919	COLLICUTT ENERGY SERVICEI47773	3/15/2017	2017 DUES: K STRATTON ID#	100.00	1,157.74
45635	4/3/2017	02011	FBI - LEEDA	3/24/2017	TAE KWON DO	800.00	100.00
45636	4/3/2017	02144	DOMINIC A. DE LUCCA DBA DIMarch 2017	4/3/2017	GUTTER BROOM (2)	265.86	800.00
45637	4/3/2017	02155	OLD DOMINION BRUSH COMF0102442-IN	3/16/2017	INSURANCE EVENTS	243.70	265.86
45638	4/3/2017	02179	HUB INTERNATIONAL OF CA March 2017	3/31/2017	03.24.17 REFUND GREAT AMI	23.00	243.70
45639	4/3/2017	02332	AUGUSTINE, DEBORAH	3/24/2017	MARCH 21-23, 2017 INTERVIE	72.95	23.00
45640	4/3/2017	02701	FRANCISCO, MARK	3/28/2017			72.95

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45641	4/3/2017	02793	DITO'S MOTORS	15779	3/31/2017	2006 FORD F-150 XL CHANGE	765.61
				15716	3/21/2017	2003 FORD F-350 RELACE OI	265.25
				15704	3/17/2017	2003 F-350 CHANGE ENGINE	79.30
				15742	3/24/2017	2000 FORD F-450 CHANGE EI	72.50
45642	4/3/2017	02864	MOBILE MODULAR MANAGEM1272741	3/19/2017	24 X 60 HCD OFFICE RENTAL	719.71	1,182.66
				1267436	3/13/2017	8 X 20 OFFICE HCD, RAMP RI	438.37
45643	4/3/2017	02949	WELLS FARGO VENDOR FINA98514704	3/21/2017	ADMIN COPY MACHINE	1,362.61	1,158.08
45644	4/3/2017	03001	WRA, INC.	2/28/2017	1670-1692 MISSION ROAD CE	7,043.15	1,362.61
45645	4/3/2017	03015	U.S. BANK CORPORATE PMT	03/22/2017	ADOBE CREATIVE SUITE SUE	4,226.47	7,043.15
				03/22/17	De Leo	CREDIT CARD PAYMENT	879.52
				03/22/17	Corley	CREDIT CARD PAYMENT	204.51
				03/22/17	Rabe	CREDIT CARD PAYMENT	53.04
45646	4/3/2017	03035	DALY, RACHELAGNES	3/25/2017	03/25/17 ADULT & PEDIATRIC	700.00	5,363.54
45647	4/3/2017	03036	BELDEN CONSULTING ENGIN29753	3/20/2017	02/13/17-03/12/17 CAD FILES	150.00	700.00
						150.00	150.00
total for FIRST NATIONAL BANK OF DALY CITY:							46,613.28

32 checks in this report.

Grand Total All Checks:

46,613.28

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45648	4/10/2017	00057	March 2017	4/10/2017	CLEANING SERVICE	1,621.86	1,621.86
45649	4/10/2017	00057	8403118785	3/24/2017	PW FIRST AID SUPPLIES 601	182.54	
			5007298226	2/23/2017	FIRST AID SUPPLIES PD	125.18	
			5007298223	2/23/2017	STERLING PARK FIRST AID S	80.06	
			5007298219	2/23/2017	COMMUNITY CENTER FIRST	54.03	
			5007445943	3/22/2017	TOWN HALL FIRST AID SUPP	37.72	
			5007445942	3/22/2017	FIRST AID SUPPLIES BUILDIN	25.87	
			5007445945	3/22/2017	STERLING PARK FIRST AID S	21.88	
			5007445941	3/22/2017	COMMUNITY CENTER FIRST	11.85	
			5007445944	3/22/2017	FIRST AID SUPPLIES PD	7.58	546.71
45650	4/10/2017	00093	CITY OF SOUTH SAN FRANCISCO	4/6/2017	DISPATCH SERVICES	9,213.71	9,213.71
45651	4/10/2017	00140	FIRST NAT BANK OF NO CA	3/21/2017	CREDIT CARD PAYMENT	3,608.64	
			03/21/17 Morque	3/21/2017	CREDIT CARD PAYMENT	2,065.96	
			03/21/17 Tapia	3/21/2017	CREDIT CARD PAYMENT	1,511.06	
			03/21/17 Stratton	3/21/2017	CREDIT CARD PAYMENT	530.93	
			03/21/17 Jordan	3/21/2017	CREDIT CARD PAYMENT	186.93	
			03/21/17 Corley	3/21/2017	INDEED	74.63	
			03/21/17 Velasquez	3/21/2017	MARCH 6-10, 2017 RECORDS	4.68	7,982.83
45652	4/10/2017	00181	IEDA	4/1/2017	LABOR RELATIONS CONSUL	1,324.00	1,324.00
45653	4/10/2017	00208	SILVA, KAREN	4/4/2017	APRIL 2017 RETIREE MEDICA	142.25	142.25
45654	4/10/2017	00280	OFFICE DEPOT, INC.	3/29/2017	OFFICE SUPPLIES	114.23	
			916929152001	3/29/2017	OFFICE SUPPLIES	3.14	117.37
45655	4/10/2017	00307	PACIFIC GAS & ELECTRIC	3/24/2017	9248309814-8 601 F ST.	274.89	274.89
45656	4/10/2017	00364	SMC SHERIFF'S OFFICE	3/31/2017	LAB FEES	130.00	130.00
45657	4/10/2017	00500	SMC CONTROLLERS OFFICE	4/4/2017	ALLOCATION OF PARKING PE	1,552.80	1,552.80
45658	4/10/2017	00563	PETTY CASH	3/31/2017	03/31/17 PETTY CASH REIMB	125.98	125.98
45659	4/10/2017	00955	DIVISION OF THE STATE	4/5/2017	DISABILITY ACCES & EDUCA	67.80	67.80
45660	4/10/2017	01037	COMCAST CABLE	4/26/2017	8155 20 022 0094769 TOWN C	13,377.71	
			04/02/17-05/01/17	3/27/2017	8155 20 022 0097069 INTERNI	241.16	13,618.87
45661	4/10/2017	01151	MARTINEZ, ALICIA	4/4/2017	04.03.17 DEPOSIT REFUND	300.00	300.00
45662	4/10/2017	01184	PENINSULA UNIFORMS & EQUIPMENT	3/31/2017	UNIFORMS	3,227.29	3,227.29
45663	4/10/2017	01189	DEPARTMENT OF MOTOR VEHICLES	3/29/2017	2017 CA VEHICLE CODE BOO	84.52	84.52
45664	4/10/2017	01367	DUO DANCE ACADEMY	4/10/2017	DANCE CLASSES	600.00	600.00
45665	4/10/2017	01450	SAN MATEO LAWN MOWER	3/10/2017	SPRAY, PEN OIL, BAR OIL	157.75	157.75

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45666	4/10/2017	01472	2000752.003	3/31/2017	03.31.17 COOKING CLASS RE	8.00	8.00
45667	4/10/2017	01687	114-5129614	3/27/2017	STANDARD AND REGULAR SI	135.85	135.85
45668	4/10/2017	01808	THIRD DEGREE COMMUNICA	2/14/2017	MAY 2, 2017 TACTICS FOR CF	225.00	225.00
45669	4/10/2017	01995	CELESTE, MIKE L, 17-0401	4/1/2017	CARDROOM BACKGROUN	550.00	550.00
45670	4/10/2017	02082	VINCE'S OFFICE SUPPLY, INC	3/31/2017	MARCH 2017 SUPPLIES	188.98	188.98
45671	4/10/2017	02137	ESCOBEDO, FOLY	3/31/2017	03.31.17 COOKING CLASS RE	16.00	16.00
45672	4/10/2017	02150	COLOMBO, EMIL L. AND DORI	4/6/2017	INNER PERSPECTIVES LUNC	499.65	499.65
45673	4/10/2017	02153	NAVARRO, BEGONA	4/3/2017	04.03.17 DEPOSIT REFUND	50.00	50.00
45674	4/10/2017	02182	DALY CITY KUMON CENTER	4/10/2017	TUTORING	4,765.00	4,765.00
45675	4/10/2017	02190	GOGAN, REA	April 6, 2017	APRIL 4-6, 2017 MILEAGE REI	39.69	39.69
45676	4/10/2017	02216	RAMOS OIL CO. INC.	869624	PD GASOLINE PURCHASES 2	1,338.12	
				866538	PD GASOLINE PURCHASES 1	1,307.70	
				868068	PD GASOLINE PURCHASES 1	1,054.21	
				866662	ADMIN GASOLINE PURCHASI	17.55	3,717.58
45677	4/10/2017	02274	FRANK AND GROSSMAN LANI	4/1/2017	LANDSCAPE MAINTENANCE	10,608.00	10,608.00
45678	4/10/2017	02386	VIBO MUSIC SCHOOL	Jan 13- March 11	MUSIC LESSONS	1,504.00	1,504.00
45679	4/10/2017	02468	ULINE, INC.	85651535	FREIGHT CHARGE	11.94	11.94
45680	4/10/2017	02583	CRIME SCENE CLEANERS, IN	3/29/2017	CAR #7 CLEAN & DISINFECT,	70.00	70.00
45681	4/10/2017	02623	BLOEBAUM, CYNTHIA	4/6/2017	COOKING CLASSES	465.00	465.00
45682	4/10/2017	02743	UTILITY TELEPHONE, INC	April 5, 2017	INTERNET ACCESS 128070	699.50	699.50
45683	4/10/2017	02799	WAVE	April 2017	RIMS INTERNET W/SSF	400.00	400.00
45684	4/10/2017	02803	GYMDOC, INC.	01964485	03/30/17 NEW WALKING BELI	705.20	705.20
45685	4/10/2017	02840	TONG-ROBINSON, SHARON	00085546	CLASSES	100.00	100.00
45686	4/10/2017	02876	TARONGOY, VIRGINIA	2017-0329TC	04.03.17 REFUND FEES	355.00	430.00
				2000759.003	04.03.17 REFUND BALANCE	75.00	
				2000760.003	04.03.17 REFUND BALANCE	745.63	745.63
				1006	41 SUSTAINABILITY T SHIRTS		
45687	4/10/2017	02931	PRINT WORKS	2000756.003	04.03.17 DEPOSIT REFUND	50.00	50.00
45688	4/10/2017	02985	NAVARRO, LIZA	97394	MARCH 2017 FLEX ADMIN FE	410.00	410.00
45689	4/10/2017	03034	FLEX ADVANTAGE				

b total for FIRST NATIONAL BANK OF DALY CITY:

67,483.65

42 checks in this report.

Grand Total All Checks: 67,483.65

Bank : first FIRST NATIONAL BANK OF DALY

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
45690	4/10/2017	00140	03/21/17 Velasq	3/21/2017	MARCH 6-10, 2017 RECORDS	125.92	125.92
b total for FIRST NATIONAL BANK OF DALY CITY:						125.92	125.92

1 checks in this report.

Grand Total All Checks:

125.92

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45691	4/14/2017	00068	04142017 B	4/14/2017	COLMA PEACE OFFICERS: P/	690.83	690.83
45692	4/14/2017	00631	04142017 B	4/14/2017	PERS - BUYBACK: PAYMENT	27,284.99	
			04142017 B	4/14/2017	PERS MISC NON-TAX: PAYME	10,547.79	
			04142017 M	4/14/2017	PERS MISC NON-TAX: PAYME	587.18	38,419.96
45693	4/14/2017	01340	04142017 B	4/14/2017	FLEX 125 PLAN: PAYMENT	342.70	342.70
45694	4/14/2017	01360	04142017 B	4/14/2017	ICMA CONTRIBUTION: PAYME	3,467.00	
			04142017 M	4/14/2017	ICMA CONTRIBUTION: PAYME	450.00	3,917.00
45695	4/14/2017	01375	04142017 B	4/14/2017	NATIONWIDE: PAYMENT	5,900.00	
			04142017 M	4/14/2017	NATIONWIDE: PAYMENT	1,200.00	7,100.00
45696	4/14/2017	02377	04142017 B	4/14/2017	WAGE GARNISHMENT: PAYM	917.53	917.53
93479	4/14/2017	00521	04142017 M	4/14/2017	FEDERAL TAX: PAYMENT	940.97	940.97
93480	4/14/2017	00130	04142017 B	4/14/2017	CALIFORNIA STATE TAX: PAY	9,418.09	9,418.09
93481	4/14/2017	00521	04142017 B	4/14/2017	FEDERAL TAX: PAYMENT	50,389.57	50,389.57
93482	4/14/2017	01360	04142017 B	4/14/2017	RETIREMENT HEALTH SAVIN	31.74	31.74

b total for FIRST NATIONAL BANK OF DALY CITY: 112,168.39

10 checks in this report.

Grand Total All Checks:

112,168.39

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45697	4/14/2017	01360	VANTAGE TRANSFER AGENT:04142017 B	4/14/2017	RETIREMENT HEALTH SAVIN	31.74	31.74
b total for FIRST NATIONAL BANK OF DALY CITY:						31.74	31.74

1 checks in this report.

Grand Total All Checks:

31.74

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45698	4/17/2017	00051	CALIFORNIA WATER SERVICE03/27/2017	3/27/2017	WATER BILL	2,961.89	2,961.89
45699	4/17/2017	00111	DEPARTMENT OF CONSERVAJan - March 201	4/11/2017	SMIP FEES	936.03	936.03
45700	4/17/2017	00112	DEPARTMENT OF JUSTICE 224720	4/6/2017	PD ACCOUNT #140503	872.00	872.00
45701	4/17/2017	00174	HOME DEPOT CREDIT SERVI03/30/2017	3/30/2017	MARCH 1-24, 2017 PW PURC	1,364.09	1,364.09
45702	4/17/2017	00307	PACIFIC GAS & ELECTRIC 3007220528-6	4/7/2017	3007220528-6 1199 EL CAMIN	2,686.40	
			6991706865-7	4/7/2017	6991706865-7 1190 EL CAMIN	557.47	
			0567147369-1	3/30/2017	0567147369-1 JSB S/O SERRA	136.41	
45703	4/17/2017	00412	TELECOMMUNICATIONS ENG44804	4/10/2017	Facilities Mgmt & Maintenance	1,328.00	3,380.28
45704	4/17/2017	00414	TERMINEX INTERNATIONAL L363836327	4/17/2017	PEST CONTROL	433.00	1,328.00
			363836328	4/17/2017	601 F St.	61.00	494.00
45705	4/17/2017	00534	SMC INFORMATION SERVICE-1YCL11703	4/8/2017	MICRO CHANNEL & LINES	880.00	880.00
45706	4/17/2017	01037	COMCAST CABLE 04/11-05/10 601	4/7/2017	8155 20 022 0096715 601 F ST	106.16	106.16
45707	4/17/2017	01308	EEL RIVER FUELS, INC, 582340	3/31/2017	PW GAS PURCHASES	417.03	417.03
45708	4/17/2017	02198	BAYSIDE PRINTED PRODUCT 106493	4/12/2017	RECREATION GUIDE	1,753.75	1,753.75
45709	4/17/2017	02244	CALIFORNIA BUILDING STANLJan - March 201	4/11/2017	Jan - March 2017 BSASRF Fee	159.00	159.00
45710	4/17/2017	02347	ARDANAS, MYLENE CUYUGAI2000761.003	4/10/2017	04.10.17 DEPOSIT REFUND	300.00	300.00
45711	4/17/2017	02499	GE CAPITAL INFORMATION 98597216	4/5/2017	REC COPY MACHINE RENTAL	628.82	628.82
45712	4/17/2017	02510	REGIONAL GOVERNMENT SE6903	3/31/2017	CONTRACT FINANCE SERVIC	5,564.50	5,564.50
45713	4/17/2017	02662	D & C INC. 2894	3/22/2017	CARPET TILE PURCHASE & II	2,015.06	2,015.06
45714	4/17/2017	02709	GONZALEZ, CELESTE 2000762.003	4/10/2017	04.10.17 DEPOSIT REFUND	275.00	275.00
45715	4/17/2017	02763	OPENGOV, INC. INV-000112	3/22/2017	BUDGET BUILDER	8,615.00	8,615.00
45716	4/17/2017	02788	LUNA-SEVILLA, MARGARET-RJan 9-April 3 Zur	4/11/2017	ZUMBA CLASSES	300.00	300.00
45717	4/17/2017	02793	DITO'S MOTORS 15829	4/8/2017	CAR #5 REPLACED COMPUTI	978.77	978.77
45718	4/17/2017	02809	YEE, CLARK 2000765.003	4/12/2017	04.12.17 WITHDRAWAL REFU	38.00	38.00
45719	4/17/2017	02827	CORODATA SHREDDING, INC.RS2877173	3/31/2017	STORAGE, PICKUP/DELIVER	134.48	134.48
45720	4/17/2017	03037	CONTRACTOR'S SCAFFOLD \$287819	4/14/2017	04/03/17-05/03/17 FURNISH, E	1,650.00	1,650.00
45721	4/17/2017	03038	JARUDA, MAY 2000764.003	4/10/2017	04.10.17 DEPOSIT REFUND	50.00	50.00
45722	4/17/2017	03039	ALFARO, GERMAINE M. 916B Release St	4/17/2017	916B RELEASE SURETY DEP	127,146.25	127,146.25

b total for FIRST NATIONAL BANK OF DALY CITY: 162,348.11

25 checks in this report.

Grand Total All Checks:

162,348.11

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45723	4/17/2017	00564	CALIFORNIA WATER SERVICE	10/25/2016	NEW 6" FIRE SERVICE AND 6	59,498.59	
			Fire Flow Test At	4/18/2017	FIRE FLOW TEST APPLICATI	525.00	60,023.59

b total for FIRST NATIONAL BANK OF DALY CITY: 60,023.59

1 checks in this report.

Grand Total All Checks:

60,023.59

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45724	4/24/2017	00020	ASSOCIATED SERVICES INC	117040858	4/1/2017	SUPPLIES	96.00
				117041327	4/3/2017	Spring Water 5 Gal	18.75
45725	4/24/2017	00089	CITY OF MILLBRAE	03/31/17 Council	4/19/2017	03/31/17 COUNCIL OF CITIES	45.00
45726	4/24/2017	00213	STRATTON, KIRK	April 11-13, 2017	4/14/2017	APRIL 11-13, 2017 CAL CHIEF	40.00
45727	4/24/2017	00256	PFOTENHAUER, MICHAEL	April 10-14, 2017	4/19/2017	APRIL 10-14, 2017 MEALS & M	134.82
45728	4/24/2017	00280	OFFICE DEPOT, INC.	919099542001	4/7/2017	OFFICE SUPPLIES	66.48
				919099658001	4/7/2017	OFFICE SUPPLIES	26.06
45729	4/24/2017	00307	PACIFIC GAS & ELECTRIC	0576889222-5	4/11/2017	0576889222-5 1180 EL CAMIN	220.06
				0035222590-8	4/11/2017	0035222590-8 1180 EL CAMIN	15.27
45730	4/24/2017	00388	SONITROL	1299924-IN	4/1/2017	427 F ST. MONTHLY MONITO	113.00
45731	4/24/2017	00411	TURBO DATA SYSTEMS	25902	3/31/2017	CITATION PROCESSING	281.10
45732	4/24/2017	00433	GRAINGER INC	9410473988	4/7/2017	2 EA: FUSE, 12-1/2A, S506,25(104.01
45733	4/24/2017	00539	FIREMASTER DEPT 1019	0000407552	4/4/2017	03/29/17 ANNUAL MAINTENA	51.50
45734	4/24/2017	00830	STAPLES ADVANTAGE	8044008517	4/8/2017	CLOROX WIPES, SHEET PRC	210.37
45735	4/24/2017	01036	MANAGED HEALTH NETWORK	IPRM-006149	4/16/2017	EMPLOYEE ASSISTANCE PRC	99.20
45736	4/24/2017	01138	SAN MATEO COUNTY ELECTRI	11/08/16 Candid	4/14/2017	11/08/16 TOWN COUNCIL CAI	936.95
45737	4/24/2017	01183	BEST BEST & KRIEGER LLP	793347	4/11/2017	CITY ATTORNEY SERVICES	17,306.75
				793351	4/11/2017	CITY ATTORNEY CIP SERVICI	8,239.23
				793352	4/11/2017	CITY ATTORNEY SPECIAL SE	3,032.70
				793354	4/11/2017	CITY ATTORNEY THIRD PART	2,891.70
				793353	4/11/2017	CITY ATTORNEY SPECIAL SE	941.80
45738	4/24/2017	01213	THE KELLER CENTER	COLMA FY 2016	4/11/2017	FY 2016/2017 ANNUAL CONT	1,200.00
45739	4/24/2017	01308	EEL RIVER FUELS, INC,	586310	4/15/2017	PW GAS PURCHASES	241.57
45740	4/24/2017	01399	WESTLAKE TOUCHLESS CAR	March 2017	4/1/2017	PD CAR WASH	13.95
45741	4/24/2017	01472	DELATORRE, MARIELA	2000766.003	4/17/2017	04.17.17 DEPOSIT REFUND	50.00
45742	4/24/2017	01565	BAY CONTRACT MAINTENAN	(April 2017	4/10/2017	JANITORIAL SERVICES	8,038.84
				18951	4/10/2017	PAPER SUPPLIES	1,319.46
45743	4/24/2017	01569	DARLING INTERNATIONAL IN	600:2927678	4/11/2017	TRAP SERVICE CHARGE	102.71
45744	4/24/2017	01745	WILLIAM D. WHITE CO., INC.	454571COLM	4/6/2017	PD GATE: CUT THE CHAIN, A	345.00
45745	4/24/2017	02224	STANDARD INSURANCE COMM	May 2017	4/14/2017	LIFE INSURANCE	231.00
45746	4/24/2017	02258	KIM, SEUNG NAM	April 2017 Golf	4/22/2017	GOLF LESSONS	560.00
45747	4/24/2017	02274	FRANK AND GROSSMAN LANI	40446986	3/31/2017	REMOVE & REPLACE SPRINC	864.13
				40446987	3/31/2017	INSPECT AND REPAIR WATEI	628.06
				40446988	3/31/2017	RELOCATE VALVE BOX TO DI	406.44
							1,898.63

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45748	4/24/2017	02499	98628736	4/7/2017	PD COPY MACHINE RENTAL	808.92	808.92
45749	4/24/2017	02793	15885	4/18/2017	2015 FORD EXPLORER REPL	21.50	21.50
45750	4/24/2017	02827	CORODATA SHREDDING, INC.DN1152990	3/31/2017	SHREDDING	47.87	47.87
45751	4/24/2017	02935	EMCOR SERVICES-MESA ENE001280507	3/24/2017	1199 EL CAMINO HVAC PREV	2,295.00	
			001281141	3/31/2017	1520 HILLSIDE BLVD. HVAC P	1,375.00	
			001280509	3/24/2017	1500 HILLSIDE BLVD. HVAC P	525.00	
			001280508	3/24/2017	427 F STREET HVAC PREVEN	257.50	4,452.50
45752	4/24/2017	02968	CONCORD IRON WORKS, INC1641-9	4/19/2017	STRUCTURAL STEEL	5,501.45	5,501.45
45753	4/24/2017	03001	WRA, INC.	3/31/2017	1670-1692 MISSION ROAD CE	9,376.90	9,376.90
45754	4/24/2017	03004	PROUDCITY INC	4/20/2017	TURNKEY ONBOARDING PAY	2,000.00	2,000.00
4242017	4/24/2017	00282	CALIFORNIA PUBLIC EMPLOY1000000149435t	4/14/2017	MEDICAL INSURANCE	4,430.17	4,430.17

b total for FIRST NATIONAL BANK OF DALY CITY: 75,511.22

32 checks in this report.

Grand Total All Checks:

75,511.22

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45755	5/5/2017	00631	05052017 S	5/5/2017	PERS - POLICE - SAFETY: PA	22,155.64	28,845.00
93485	5/5/2017	00130	05052017 S	5/5/2017	PERS:MISC NON-TAX: PAYME	6,689.36	7,475.13
93486	5/5/2017	00521	05052017 S	5/5/2017	CALIFORNIA STATE TAX: PAY	7,475.13	38,918.23
			05052017 S	5/5/2017	FEDERAL TAX: PAYMENT	38,918.23	
o total for FIRST NATIONAL BANK OF DALY CITY:						75,238.36	

3 checks in this report.

Grand Total All Checks: 75,238.36

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
45756	4/28/2017	00047	04282017 B	4/28/2017	CLEA: PAYMENT	294.00	294.00
45757	4/28/2017	00068	04282017 B	4/28/2017	COLMA PEACE OFFICERS: P/	690.83	690.83
45758	4/28/2017	01340	04282017 B	4/28/2017	FLEX 125 PLAN: PAYMENT	342.70	342.70
45759	4/28/2017	01360	04282017 B	4/28/2017	ICMA CONTRIBUTION: PAYME	3,467.00	3,467.00
45760	4/28/2017	01375	04282017 B	4/28/2017	NATIONWIDE: PAYMENT	5,900.00	5,900.00
45761	4/28/2017	02224	04282017 B	4/28/2017	LIFE INSURANCE: PAYMENT	390.00	390.00
45762	4/28/2017	02377	04282017 B	4/28/2017	WAGE GARNISHMENT: PAYM	917.53	917.53
93521	4/28/2017	00130	04282017 B	4/28/2017	CALIFORNIA STATE TAX: PAY	9,627.47	9,627.47
93522	4/28/2017	00521	04282017 B	4/28/2017	FEDERAL TAX: PAYMENT	51,410.70	51,410.70
93523	4/28/2017	00631	04282017 B	4/28/2017	PERS - BUYBACK: PAYMENT	37,203.69	37,203.69
93524	4/28/2017	01360	04282017 B	4/28/2017	RETIREMENT HEALTH SAVIN	55.54	55.54
4282017	4/28/2017	00282	04282017 B	4/28/2017	MAY 2017 ACTIVE PREMIUMS	64,103.84	64,103.84
o total for FIRST NATIONAL BANK OF DALY CITY:						174,403.30	174,403.30

12 checks in this report.

Grand Total All Checks: 174,403.30





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brad Donohue, Public Works Director
 VIA: Sean Rabé, City Manager
 MEETING DATE: April 26, 2017
 SUBJECT: OBAG 2, Transportation for Livable Communities (TLC) Program

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION SUPPORTING AN APPLICATION FOR ONE BAY AREA GRANT 2 (OBAG 2) FOR TRANSPORTATION FOR LIVABLE COMMUNITIES (TLC) PROGRAM

EXECUTIVE SUMMARY

The attached Resolution of Local Support authorizes the filing of an application for funding assigned to MTC, committing any necessary matching funds, and stating assurance to complete the project. This Resolution supersedes Resolution No. 2016-51, previously adopted on November 9, 2016 for the same project under LSR application.

The Town has designated a project on Mission Road where the OBAG 2 grant funding would be expended. The Mission Road district harbors several residential communities on the south end of the roadway (Verano HOA Complex and several single-family dwellings) and a soon to be Veterans Housing complex on the North end of the roadway. Mission Road is also home to several commercial businesses, (Cemetery, flower shops, tavern and auto related businesses). Mission Road being in close proximity to BART and the area being designated as a Priority Development Area (PDA), Staff believes that the Mission Road corridor and the need to improve pedestrian, bicycle, accessibility and safety features along the roadway is essential in keeping the area vibrant accessible and safe for vehicles, pedestrians, bicyclists who live, work and visit the area. The \$625,000 combined with the Town's local match will deliver to the Mission Road District these much-needed improvements.

FISCAL IMPACT

The estimated cost of engineering design and construction for the improvements to Mission Road is estimated to be in the range of \$1,375,000. To help supplement the overall cost for the Mission Road improvements, the Town of Colma applied for the Transportation for Livable Communities (TLC) Program and submitted a grant application on November 18, 2016. The C/CAG Board approved Town's TLC project on March 9, 2017 and recommended the project

application to MTC for funding. If MTC approves our use of the TLC fund, it would decrease the estimated \$1,375,000 financial commitment to improve Mission Road by \$525,000.

If the TLC Grant is accepted and funded, the Town's estimated funding plan for the Mission Road Bicycle & Pedestrian Improvement project is as follows:

• Proposed CIP Allocation for FY 18-19(Local Match)	\$ 750,000
• TLC Grant	\$ 525,000
• LSR Grant (Already approved)	\$ 100,000
Estimated Project Total	\$ 1,375,000

BACKGROUND AND ANALYSIS

Established in 2012, the One Bay Area Grant program (OBAG) is a grant program that solicits federal funding to maintain Metropolitan Transportation Commission's (MTC) commitments to regional transportation priorities while also advancing the Bay Area's land-use and housing goals.

On November 18, 2015, MTC adopted the funding and policy framework for the second round of the One Bay Area Grant 2 (OBAG 2) to fund eligible projects for the next five years, from 2017-18 through 2021-22. The OBAG 2 program is divided into a Regional Program, managed by MTC, and County Program, managed by the nine Bay Area Congestion Management Agencies (CMAs).

The TLC County Program (a component of OBAG 2) is a transportation funding program that aims to fund a wide range improvements and facilities that support and promote alternative transportation modes rather than the single-occupant automobile. The program is also intended to support community based transportation projects that will reduce air pollution in downtown areas, commercial cores, high-density neighborhoods, and transit corridors.

On November 18, 2016, the Town submitted an application to the City/County Association of Governments of San Mateo County (C/CAG) for Transportation for Livable Communities (TLC) project funding under Metropolitan Transportation Commission (MTC) One Bay Area Grant 2 (OBAG 2) Program.

On March 9, 2017, C/CAG Board approved the Town's TLC application for \$525,000 grant fund. This grant will be combined with the \$100,000 grant fund that has been allocated to the Town under Local Streets and Roads (LSR) OBAG 2 Program. C/CAG are currently collecting the project information to be transmitted to MTC in May 2017 before starting the programming process of this project for total combined grant funding of \$625,000.

Council Adopted Values

The Mission Road Improvement Project will provide elements of safety for bicyclist, pedestrians and provide equal accessibility for those with disabilities that travel through the Mission Road District. Approval of the proposed resolution is the **Responsible action** because the Council has considered the financial impact of the project, while improving the accessibility and safety features on and along Mission Road.

Sustainability Impact

This resolution in support for the Mission Road Bicycle & Pedestrian Improvements - Funding Application to the C/CAG Authority is consistent with the Town's sustainability goals and Complete Streets and Green Streets Program goals.

ALTERNATIVES

The City Council could choose to not accept the TLC Grant Funding. Doing so is not recommended, however, because the Town would lose the \$525,000 grant to assist with the Mission Road Improvements.

CONCLUSION

Staff recommends that the City Council adopt Resolution supporting an application for One Bay Area Grant 2 (OBAG 2) for Transportation for Livable Communities (TLC) and the Town's allocation of the grant funding.

ATTACHMENTS

- A. Resolution of Local Support for TLC Application
- B. Resolution No. 2016-51 adopted for this project for LSR Application



RESOLUTION NO. 2017-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION OF LOCAL SUPPORT
AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC
AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING
ASSURANCE TO COMPLETE THE PROJECT

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

1. Background and Findings.

(a) Town of Colma (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$625,000 in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the Mission Road Bicycle & Pedestrian Improvements Project (herein referred to as PROJECT) for the Transportation for Livable Communities (TLC) Program (herein referred to as PROGRAM); and

(b) The United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the FEDERAL TRANSPORTATION ACT) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133); and

(c) State statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

(d) Pursuant to the FEDERAL TRANSPORTATION ACT, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

(e) MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

(f) MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING; and

(g) APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

(h) As part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

(i) the commitment of any required matching funds; and

(ii) that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and

(iii) that the PROJECT will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and

(iv) the assurance of the sponsor to complete the PROJECT as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and

(v) that the PROJECT will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and

(vi) that the PROJECT will comply with all project-specific requirements as set forth in the PROGRAM; and

(vii) that APPLICANT has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and

(i) APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

(j) There is no legal impediment to APPLICANT making applications for the funds; and

(k) There is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

(l) APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

(m) MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

2. Order.

(a) With the adoption of this Resolution, the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under the FEDERAL TRANSPORTATION ACT or continued funding; and:

- (i) The APPLICANT will provide any required matching funds;
- (ii) APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING;
- (iii) APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT;
- (iv) the PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP;
- (v) APPLICANT has reviewed the PROJECT and has adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application;
- (vi) the PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM;
- (vii) in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution No. 3866, revised;
- (viii) in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104;
- (ix) in the case of an RTIP project, PROJECT is included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency;
- (x) APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further
- (xi) APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT;
- (xii) there is no legal impediment to APPLICANT making applications for the funds;
- (xiii) there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT;

(xiv) APPLICANT authorizes its Executive Director, General Manager, City Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution;

(xv) a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and

(xvi) the MTC is requested to support the application for the PROJECT described in the resolution, and if approved, to include the PROJECT in MTC's federal TIP upon submittal by the project sponsor for TIP programming.

3. Supersedes.

(a) This resolution shall supersede Resolution No. 2016-51, previously adopted for this project, and Resolution No. 2016-51 shall have no further force and effect after the City Council's adoption of this resolution.

* * * * *

Certification of Adoption

I certify that the foregoing Resolution No. 2017-__ was duly adopted at a regular meeting of said City Council held on _____, 2017 by the following vote:

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

Dated _____

Helen Fisicaro, Mayor

Attest: _____
Caitlin Corley, City Clerk

**RESOLUTION NO. 2016-51
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION OF LOCAL SUPPORT
AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC
AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCE
TO COMPLETE THE PROJECT**

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

1. Background and Findings.

(a) Town of Colma (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$100,000 in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the Mission Road Bicycle & Pedestrian Improvements Project (herein referred to as PROJECT) for the Local Streets and Roads (LSR) Preservation Program (herein referred to as PROGRAM); and

(b) The United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the FEDERAL TRANSPORTATION ACT) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133); and

(c) State statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

(d) Pursuant to the FEDERAL TRANSPORTATION ACT, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

(e) MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

(f) MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING; and

(g) APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

(h) As part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

- (i) the commitment of any required matching funds; and
- (ii) that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
- (iii) that the PROJECT will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
- (iv) the assurance of the sponsor to complete the PROJECT as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
- (v) that the PROJECT will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and
- (vi) that the PROJECT will comply with all project-specific requirements as set forth in the PROGRAM; and
- (vii) that APPLICANT has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and

(i) APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

(j) There is no legal impediment to APPLICANT making applications for the funds; and

(k) There is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

(l) APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

(m) MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

2. Order.

(a) With the adoption of this Resolution, the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under the FEDERAL TRANSPORTATION ACT or continued funding; and:

- (i) The APPLICANT will provide any required matching funds;
- (ii) APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING;
- (iii) APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT;
- (iv) the PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP;
- (v) APPLICANT has reviewed the PROJECT and has adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application;
- (vi) the PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM;
- (vii) in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution No. 3866, revised;
- (viii) in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104;
- (ix) in the case of an RTIP project, PROJECT is included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency;
- (x) APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further
- (xi) APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT;
- (xii) there is no legal impediment to APPLICANT making applications for the funds;
- (xiii) there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT;

(xiv) APPLICANT authorize its Executive Director, General Manager, City Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution;

(xv) a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and

(xvi) the MTC is requested to support the application for the PROJECT described in the resolution, and if approved, to include the PROJECT in MTC's federal TIP upon submittal by the project sponsor for TIP programming.


* * * * *

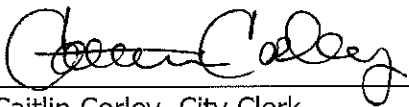
Certification of Adoption

I certify that the foregoing Resolution No. 2016-51 was duly adopted at a regular meeting of said City Council held on November 9, 2016 by the following vote:

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

Dated 11/9/16


 Diana Colvin, Mayor

Attest: 
 Caitlin Corley, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Christopher J. Diaz, City Attorney
 Brad Donohue, Public Works Director
 VIA: Sean Rabé, City Manager
 MEETING DATE: May 10, 2017
 SUBJECT: First Amendment to BART Comprehensive Agreement

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROVING FIRST AMENDMENT TO COMPREHENSIVE AGREEMENT WITH
 THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

EXECUTIVE SUMMARY

The San Francisco Bay Area Rapid Transit District, also known as BART, and the Town of Colma entered into a Comprehensive Agreement dated November 4, 1998 ("Agreement") relating to the extension of BART's tracks south of Colma to the San Francisco International Airport and Millbrae. The District and the Town have negotiated and desire to enter into a First Amendment, amending the Agreement to provide:

1. payment to the Town in the amount of \$81,705.00 for the determined value of the decline in pavement condition of the Town's streets attributed to BART construction, as specified in the Agreement;
2. written acceptance by the Town of certain Project Features completed by 2002, as required by the Agreement; and
3. options for the Town's use of a certain portion of BART's permanent right-of-way for merchant parking.

FISCAL IMPACT

The First Amendment provides that the Town will receive payment in the amount of \$81,705.00, as the dollar amount reflecting the decline in pavement conditions that occurred to the Town's streets due to construction by BART that was completed in 2002. No other fiscal impact will occur.

BACKGROUND

The San Francisco Bay Area Rapid Transit District, also known as BART or District, and the Town of Colma entered into a Comprehensive Agreement on November 4, 1998 ("Agreement") relating to the extension of BART's tracks south from Colma to the San Francisco International Airport and Millbrae ("Project") within the Town limits. The Agreement set forth, among other things, procedures regarding design and construction options, protecting in place and/or relocating certain Town-owned facilities and utilities, and use of Town's streets for hauling operations during construction. The Agreement and the Project provided for the following:

- Certain Town streets were used for hauling operations during construction of the Project provided that BART perform pre-construction and post-construction pavement surveys in accordance with the December 1988 Metropolitan Transportation Commission Pavement Management System Users Guide ("MTC PCI Index") to determine and pay the Town the dollar amount reflecting the decline in the pavement condition of the Town's streets. In 2002, BART determined that the value of the pavement condition decline to Town streets attributable to construction of the Project was Eighty-One Thousand Seven Hundred Five Dollars (\$81,705.00).
- Section 9 of the Agreement provided that the Town accept completed Project features, as described in Section 6 of the Agreement, once it has been determined that the work has been performed in accordance with the Contract Documents ("Project Features"). Pursuant to Section 9 of the Agreement, BART provided notice to the Town in July 2002 and February 2004 of the completion of all Project Features described in Section 6 of the Agreement. The Town has utilized these Project Features but has not yet provided written acceptance of the Project Features.
- BART agreed to allow an option to use, after construction, the portion of BART's permanent right-of-way from Mission Road north to the ventilation structure ("Portion of District's Permanent Right-of-Way"), adjacent to Holy Cross Cemetery. The option allowed for a potential future lease agreement between the Town or merchants in the area and BART. To date, neither the Town nor the merchants have made use of this option.

With regard to BART's permanent right-of-way, the City Council also recently approved the Mercy Housing Veteran's Village Project at the November 9, 2016 City Council meeting. As part of that Project, Mercy Housing will be using a portion of the permanent right-of-way for parking purposes and ingress and egress.

ANALYSIS

The First Amendment to the Agreement accomplishes three main tasks.

First, upon receipt of an invoice from the Town, BART shall remit to the Town \$81,705.00 as full compensation for the pavement condition decline to the Town streets attributable to the Project construction, as specified in the original Agreement.

Second, the Town agrees to accept all Project Features described in the Agreement as completed and performed in accordance with the Contract Documents, pursuant to the original Agreement.

Third, BART agrees to continue to provide an option to use a portion of BART's permanent right-of-way for potential merchant parking in the area consistent with the language in the original Agreement. However, because the proposed Mercy Housing Veteran's Village Project is proposing to use a portion of the right-of-way, the Town's option will be contingent on the Veteran's Village Project. In the rare event the Veteran's Village Project does not proceed, the Town or merchants would retain the full right to negotiate a future lease agreement with BART to use the right-of-way to provide merchant parking in the area. The use of the right-of-way will include the existing pavement area, and will allow for the Town to potentially create up to 50 parking spaces. As noted previously, the Town has held this right since 1998, but neither the Town nor the merchants have sought to make use of this option.

Reasons For the Recommended Action

Staff recommends that the Council adopt the resolution approving the First Amendment to Comprehensive Agreement, for the following reasons:

- The First Amendment formally provides for BART's payment to the Town for the value of the pavement condition decline to the Town streets attributable to BART's Project construction, as set forth and required by the original Agreement.
- The First Amendment provides formal acceptance of the Project Features which the Town has been utilizing since completion in 2002.
- The First Amendment protects the right to exercise the option to enter into a separate lease agreement for use of the Portion of District's Permanent Right-of-Way.

In addition, Staff finds that the First Amendment is consistent with the purpose and intent of the original Agreement and furthers the interests of the Town. Accordingly, staff recommends adoption of the resolution to approve and authorize the First Amendment to the Comprehensive Agreement.

Council Adopted Values

Staff's recommendation is consistent with the Council's adopted values of *responsibility* because it ensures certain Project features are accepted, allows for additional revenue to flow to the Town for pavement impacts, and ensures the option for merchant parking is protected.

Alternatives

The City Council could choose not to adopt the resolution approving the First Amendment, or could propose modifications to the First Amendment. At a minimum, the City Council should approve the First Amendment with or without modifications in order to ensure that outstanding issues between the Town and BART are fully addressed.

CONCLUSION

Staff recommends the City Council adopt the resolution approving the First Amendment to the Comprehensive Agreement.

ATTACHMENTS

- A. Resolution
- B. First Amendment
- C. Original Comprehensive Agreement

RESOLUTION NO. 2017-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION APPROVING FIRST AMENDMENT TO COMPREHENSIVE
AGREEMENT WITH THE SAN FRANCISCO BAY AREA RAPID TRANSIT
DISTRICT**

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

1. Background.

(a) The San Francisco Bay Area Rapid Transit District, also known as BART or District, and the Town of Colma entered into a Comprehensive Agreement dated November 4, 1998 ("Agreement") relating to the extension of BART's tracks south of Colma to the San Francisco International Airport and Millbrae (the "Project").

(b) Pursuant to the Agreement, the District used certain Town streets during BART construction and performed pre-construction and post-construction pavement surveys to determine the dollar amount reflecting the decline in pavement condition of the Town's streets. The District determined that the value of the pavement condition decline to Town streets attributable to construction was \$81,705.00, which has not yet been paid to the Town.

(c) The Agreement provided that the Town would accept certain completed Project Features, in the Town's usual and customary practice for accepting project features. While the Town has utilized the Project Features since completion in 2002, the Town has not yet provided a written acceptance of the Project Features.

(d) Pursuant to the Agreement, the District also agreed to allow a portion of District's permanent right-of-way from Mission Road north to the ventilation structure adjacent to Holy Cross Cemetery, after the District's completed construction, to be used for parking by merchants in the Mission Road area. The use of the portion of the District's permanent right-of-way was to be subject to a separately executed future lease agreement.

(e) In light of the above facts, BART and the Town have negotiated and agreed to amend the Agreement to address these outstanding issues.

2. Findings.

(a) The City Council finds that entering into the First Amendment is beneficial and in the best interest of the Town, as it protects and furthers the Town's right to exercise certain options and fulfills certain obligations sets forth in the original Agreement between the Parties. The City Council finds that the First Amendment is consistent with the purpose and intent of the original Agreement.

3. Order.

(a) The First Amendment to the Comprehensive Agreement between the San Francisco Bay Area Rapid Transit District and the Town of Colma, a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.

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

Certification of Adoption

I certify that the foregoing Resolution No. 2017-__ was duly adopted at a regular meeting of said City Council held on May 10, 2017 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fiscaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Diana Colvin					
John Irish Goodwin					
Voting Tally					

Dated _____

Helen Fiscaro, Mayor

Attest: _____
Caitlin Corley, City Clerk

**FIRST AMENDMENT
TO
COMPREHENSIVE AGREEMENT
BETWEEN THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
AND THE TOWN OF COLMA
RELATING TO THE BART/SFO AIRPORT EXTENSION**

This FIRST AMENDMENT TO COMPREHENSIVE AGREEMENT (“**Amended Agreement**”), is made and entered into this ____ day of _____, 2017, by and between the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (“**BART**” or the “**District**”), and the TOWN OF COLMA (“**Town**”), (collectively, the “Parties;” each, a “Party”).

RECITALS

THIS AGREEMENT is made with reference to the following facts:

- A. The Parties entered into a Comprehensive Agreement on November 4, 1998 (“Agreement”) relating to the extension of BART’s tracks south from Colma to the San Francisco International Airport and Millbrae (“Project”) within the Town limits setting forth, among other things, procedures to ensure careful and continued cooperation between the Parties for finalizing any necessary design and construction options, protecting in place and/or relocating certain Town-owned facilities and utilities, and use of Town’s streets for hauling operations during construction; and
- B. The Project required the use of certain Town streets for hauling operations during construction of the Project and the Town permitted such use of the streets, provided that, pursuant to Section 4.C of the Agreement, BART perform pre-construction and post-construction pavement surveys in accordance with the December 1988 Metropolitan Transportation Commission Pavement Management System Users Guide (“MTC PCI Index”) of the Town’s streets which may be affected by construction activities and pay the Town the dollar amount reflecting the decline in the pavement condition. In 2002, the District determined that the value of the pavement condition decline to Town streets attributable to construction of the Project was Eighty-One Thousand Seven Hundred Five Dollars (\$81,705.00) (see attached Exhibit 1). In 2004, BART notified the Town of this decline in PCI and the dollar amount; and
- C. Among other things, pursuant to Section 7.G of the Agreement, the District agreed to allow, after construction, the portion of its permanent right-of-way from Mission Road

north to the ventilation structure (“Portion of District’s Permanent Right-of-Way”), adjacent to Holy Cross Cemetery to be used for parking by the merchants in the Mission Road area which parking arrangements would be subject to a separate future lease agreement among certain parties.

In light of a proposed housing project that is expected to be developed on the adjacent property which is located between the Portion of District’s Permanent Right-of-Way and Mission Road and is currently owned by the Roman Catholic Arch Bishop of San Francisco (“Adjacent Property”), both the Town and the District have discussed and agreed to allow the proposed project to include the Portion of District’s Permanent Right-of-Way as part of the proposed project’s application to the Town for approval. The Portion of District’s Permanent Right-of-Way shall be limited in use to providing supplemental parking and for purposes of ingress and egress to the Adjacent Property, subject to uses by BART for operation and transit purposes.

At its November 9, 2016 meeting, the City Council of the Town of Colma (“Council”) took the following actions to approve the proposed housing project:

- 1) Adopted Resolution No. 2016-55 certifying the final environmental impact report and adopted findings, a statement of overriding considerations and the mitigation monitoring and report program, all pursuant to the California Environmental Quality Act for the proposed housing project;
- 2) Adopted Resolution No. 2016-56, with an effective date of January 14, 2017, conditionally approving planned development, conditional use permit, design review, sign permit and tree removal permit for the proposed housing project; and
- 3) Introduced an Ordinance adopting an amended zoning map and approving a planned development zone for the proposed housing project which was adopted as Ordinance No. 767 on December 14, 2016.

Notwithstanding any future amendments or revisions the Council may approve and/or adopt to the aforementioned Resolutions and Ordinance, in the event that the proposed housing project does not proceed as solely determined by the Town, or the Adjacent Property is not utilized or ceases to be utilized for the proposed housing project within five (5) years from November 9, 2016, the date the Council approved the proposed housing project, the District agrees to enter into a separate agreement with the Town to lease the Portion of District’s Permanent Right-of-Way for merchant parking consistent with Section III below.

If the Town should issue a Certificate of Occupancy for the housing project, the Town's option to lease the Portion of District's Permanent Right-of-Way for merchant parking under Section III below shall have no force and effect.

- D. Section 9 of the Agreement provides that the Town accept completed Project features, as described in Section 6 of the Agreement, or any usable portion thereof which appropriately belong to the Town, in accordance "with the Town's usual and customary practice for accepting project features" once it has been determined that the work has been performed in accordance with the Contract Documents ("Project Features"). Pursuant to Section 9 of the Agreement, BART provided notice to the Town in July 2002 and February 2004 of the completion of all Project Features described in Section 6 of the Agreement. The Town has utilized these Project Features or any portion thereof belonging to the Town since completion of the Project Features in 2002 but has not yet provided written acceptance of the Project Features; and
- E. The District desires to complete the remaining obligations under the Agreement. In that regard, the Parties wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

I. The Parties hereby agree that the Recitals are incorporated and made a part of the Agreement between the Parties.

II. BART AGREES TO THE FOLLOWING:

- A. Upon receipt of an invoice from the Town, BART shall remit Eighty-One Thousand Seven Hundred Five Dollars (\$81,705.00) to the Town of Colma as full compensation for the pavement condition decline to the Town streets attributable to Project construction and as fulfillment of obligations set forth in Section 4.C of the Agreement.

III. THE TOWN AGREES TO THE FOLLOWING:

- A. The Town agrees to accept Eighty-One Thousand Seven Hundred Five Dollars (\$81,705.00) as full compensation for pavement condition decline to Town streets attributable to Project construction and as fulfillment of the District's obligations under Section 4.C of the Agreement.

In addition, the Town agrees that the Parties will no longer need to enter into a separate Memorandum of Understanding pursuant to Section 4.C for disbursement of the funds for the pavement condition decline; and

- B. Pursuant to Section 9 of the Agreement, the Town agrees to accept all Project Features described in Section 6 of the Agreement, or any usable portion thereof which appropriately belong to the Town as completed and performed in accordance with the Contract Documents.

IV. THE PARTIES AGREE AS FOLLOWS:

- A. Notwithstanding the five (5) year Qualifying Event under Section IV.B below, if the Town should issue a Certificate of Occupancy for the housing project, the Town's option to lease the Portion of District's Permanent Right-of-Way for merchant parking under this Section IV shall have no force and effect. Concurrent with the Certificate of Occupancy issuance date by the Town, the Town's option to enter into a separate agreement to lease the Portion of District's Permanent Right-of-Way for merchant parking shall automatically be relinquished and Section 7.G of the Agreement is deleted in its entirety.
- B. Notwithstanding any future amendments and/or revisions that the Council may approve and/or adopt to the aforementioned Resolutions and Ordinance in Recital C above, in the event that the proposed housing project does not proceed as solely determined by the Town, or the Adjacent Property is not utilized or ceases to be utilized for the proposed project within five (5) years from November 9, 2016, the date the Council approved the proposed housing project, (collectively defined as a "Qualifying Event"), the Town desires, and BART hereby agrees, to provide the Town an option to enter into a separate agreement to lease the Portion of District's Permanent Right-of-Way for merchant parking, with BART agreeing to allow the Town the use of the Portion of District's Permanent Right-of-Way including the existing pavement area, and to make parking area improvements within the Portion of District's Permanent Right-of-Way, at the Town's sole cost, for approximately 50 parking spaces and subject to uses by BART for operation and transit purposes ("Separate Lease Agreement"), consistent with the original Comprehensive Agreement, which shall expressly authorize the Town to sublease or otherwise authorize the business merchants in the area to make use of the site for parking purposes.
- C. The Town shall provide notice to BART of its right to exercise the above option within ninety (90) days from the date of the Qualifying Event. If the Town does not provide notice to BART within ninety (90) days of the Qualifying Event, the Town shall be deemed to have preliminarily relinquished its right to any option. Prior to BART closing out this Agreement, BART shall provide written notice to the Town, return receipt requested, providing an additional 30 days for the Town to confirm the relinquishment of its right to the option. If no response is received by BART from the Town prior to the

expiration of the 30 days, BART shall closeout this Amended Agreement on the 31st day, and the Town shall be deemed to have completely relinquished its right to any option.

- D. In the event the Town exercises its right to the option, the Town and BART shall have one (1) year from the date the option is exercised to enter into a Separate Lease Agreement. This Amended Agreement shall be deemed to be closed out concurrently with the Town and BART entering into a Separate Lease Agreement or if the Town and BART do not enter into a Separate Lease Agreement after the Town exercises its right to the option above.
- E. SECTION 21: NOTICES of the Agreement is deleted in its entirety, and the following Section is substituted in its place:

“SECTION 21: NOTICES

All notices required hereunder may be given by personal delivery, U.S. mail or courier service (e.g. federal express) or telecopier transmission. Notices shall be effective upon receipt at the following addresses:

To BART by U.S. Mail: San Francisco Bay Area Rapid Transit District
P.O. Box 12688
Oakland, CA 94604-2688
Attn: General Manager
Telefax (510) 464-6009

San Francisco Bay Area Rapid Transit District
P.O. Box 12688
Oakland, CA 94604-2688
Attn: Department Manager
 Real Estate and Property Development
Telefax (510) 464-7583

To BART by personal or special delivery: San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 23rd Floor
Oakland, CA 94612
Attn: General Manager

San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 22nd Floor
Oakland, CA 94612
Attn: Department Manager
 Real Estate and Property Development

To Town: Town of Colma

1198 El Camino Real
Colma, CA 94014
Attn: City Manager
Telefax (650) 997-8308

- F. The Agreement is hereby modified and amended pursuant to the terms of this First Amendment.
- G. The First Amendment may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, and all of which in the aggregate shall constitute one and the same documents.
- H. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of this First Amendment, the terms of and provisions of this First Amendment shall govern and control.
- I. After execution of this First Amendment by the Parties, along with subsequent BART payment to the Town for the PCI decline amount, there will not be any remaining or outstanding District's obligations as to the BART SFO Project within the Town pursuant to this Amended Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Comprehensive Agreement to be executed as of the date first above written.

SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT

TOWN OF COLMA

By: _____
GRACE CRUNICAN
General Manager

By: _____
SEAN RABÉ
Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM:
Office of the General Counsel

APPROVED AS TO FORM:
Office of the Town Attorney

By: _____
BART Attorney

By: _____
City Attorney

EXHIBIT 1



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
800 Madison Street, P.O. Box 12688
Oakland, CA 94604-2688
(510) 464-6000



February 17, 2004

James Fang
PRESIDENT

Dan Richard
VICE-PRESIDENT

Thomas E. Margro
GENERAL MANAGER

Mr. Richard Mao
City Engineer
Town of Colma
El Camino Real
Colma, CA. 94014

RECEIVED

FEB 17 2004

Town of Colma
Engineering & Building

DIRECTORS

Dan Richard
1ST DISTRICT

Joel Keller
2ND DISTRICT

Roy Nakadegawa
3RD DISTRICT

Carole Ward Allen
4TH DISTRICT

Peter W. Snyder
5TH DISTRICT

Thomas M. Blalock
6TH DISTRICT

Lynette Sweet
7TH DISTRICT

James Fang
8TH DISTRICT

Tom Radulovich
9TH DISTRICT

Subject: San Francisco Bay Area Rapid Transit District
San Francisco International Airport Extension Project Contract No.
12YC-120 Design-Build For Line, Trackwork and Systems

Dear Mr. Mao:

This letter constitutes formal notice to the Town of Colma (the "Town") that all required construction work on the BART/SFO Project features has been completed in accordance with both the Comprehensive Agreement Between BART and the Town of Colma dated November 4, 1998 and the Points of Agreement Among BART, the City and Tutor-Saliba/Slattery dated November 2, 2000. The final work was completed on January 2002. The water line, sanitary sewer line, and drainage system have been in use by the Town since completion of the work.

Below are summaries of BART's position on the status of the outstanding requirements of the Comprehensive Agreement as identified by their sections in the Agreement:

4.C. Pavement Condition Index – Our calculations indicate that the value of the pavement decline on Town roads per the PCI is \$123,240. Enclosed are our spreadsheets which derive this figure.

\$ 81,705

77,650
+ 1,973
+ 2,082
= 81,705

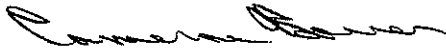
4.E. Record Drawings – Copies of Record Drawings for the project within the Town limits are enclosed. If the Town has any comments on these drawings, please provide them by February 27, 2004.

7.G. Mission Road Parking – BART Real Estate and Town staff have been unable to reach an agreement on the development of the vacant lot west of the entrance to our Mission Vent Structure. BART Real Estate staff will require a comprehensive proposal before they will continue to negotiate on this matter.

Mr. Richard Mao
February 17, 2004

Once the above-listed requirements are complete, we will send another letter asking Town staff to provide signatures verifying that the requirements of the Comprehensive Agreement have been fulfilled. Please let me know if the Town disagrees with our assessment of the status of these items. If you have questions, please call me at (650) 689-8539.

Sincerely,



Cameron Bauer
Senior Civil Engineer

Enclosures

cc: J. Van Epps (w/o) enclosures
J. Tousey w/o
V. Chopra w/o

bcc: K. Salazar (w/o) enclosures
A. Kothari w/o
M. Callan w/o

Location:	Town of Colima, Hillside Blvd.- Serramonte Ave. to Olivet Pkwy.										Page: 1
Functional Class:	Serramonte Ave.- Sta. 0+00										
	Arterial										
	Pavement Discount: 2.5-3.0										
Begin. Sta.	End Sta.	Pre-Const.	Post-Const.	PCI Change	Discount	Discounted PCI	Area SF	Area S.Y.	Assessment Rate	Calc. Cost	
0+00	1+00	67	53	14	2.5	11.5	5600	622	0.0914	\$654	
1+00	2+00	54	37	17	3.0	14.0	5600	622	0.1048	\$913	
2+00	3+00	72	50	22	2.5	19.5	5600	622	0.0914	\$1,109	
3+00	4+00	69	49	20	3.0	17.0	5600	622	0.1048	\$1,109	
4+00	5+00	64	50	14	2.5	11.5	5600	622	0.0914	\$654	
5+00	5+95	67	50	17	2.5	14.5	5600	622	0.0914	\$825	
Hillside Blvd. - Serramonte Ave. to City limits											
0+00	1+00	65	54	11	2.5	8.5	6600	733	0.0914	\$570	
1+00	2+00	59	59	0	2.5	0.0	6600	733	0.0914	\$0	
2+00	3+00	73	64	9	2.5	6.5	6600	733	0.0914	\$436	
3+00	4+00	68	55	13	2.5	10.5	6600	733	0.0914	\$704	
4+00	5+00	78	63	15	2.5	12.5	6600	733	0.0914	\$838	
5+00	6+00	74	74	0	2.5	0.0	6600	733	0.0914	\$0	
6+00	7+00	86	76	10	2.5	7.5	6600	733	0.0914	\$503	
7+00	8+00	72	61	11	2.5	8.5	6600	733	0.0914	\$570	
8+00	9+00	63	52	11	2.5	8.5	6600	733	0.0914	\$570	
9+00	10+00	67	67	0	2.5	0.0	6600	733	0.0914	\$0	
10+00	11+00	79	72	7	2.5	4.5	5200	578	0.0914	\$238	
11+00	12+00	81	81	0	2.5	0.0	5200	578	0.0914	\$0	
12+00	13+00	66	50	16	2.5	13.5	5200	578	0.0914	\$713	
13+00	14+00	68	59	9	2.5	6.5	5200	578	0.0914	\$343	
14+00	15+00	65	57	8	2.5	5.5	5200	578	0.0914	\$290	
15+00	16+00	62	55	7	2.5	4.5	5000	556	0.0914	\$229	
16+00	17+00	42	42	0	3.0	0.0	5000	556	0.1048	\$0	
17+00	18+00	54	35	19	3.0	16.0	5000	556	0.1048	\$932	
18+00	19+00	66	49	17	3.0	14.0	5000	556	0.1048	\$815	
19+00	20+00	63	47	16	3.0	13.0	5000	556	0.1048	\$757	
SUB TOTAL COST DUE										\$13,768	

13,768
~~21,716~~
77,69
1,195

Location:		Town of Colima, Hillside Blvd. - Serramonte Ave. to Olivet Pkwy.										Page: 2	
Functional Class:		Serramonte Ave. = Sta. 0+00											
		Arterial											
Begin. Sta.	End Sta.	Pre-Const.	Post-Const.	PCI Change	Discount	Discounted PCI	Area SF	Area S.Y.	Assessment Rate	Calc. Cost			
20+00	21+00	52	40	12	3.0	9.0	5000	556	0.1048	\$524			
21+00	22+00	64	53	11	2.5	8.5	5000	556	0.0914	\$432			
22+00	23+00	70	35	35	3.0	32.0	5000	556	0.1048	\$1,863			
23+00	24+00	71	57	14	2.5	11.5	5000	556	0.0914	\$584			
24+00	25+00	71	60	11	2.5	8.5	5000	556	0.0914	\$432			
25+00	26+00	65	34	31	3.0	28.0	5400	600	0.1048	\$1,761			
26+00	27+00	47	40	7	3.0	4.0	5400	600	0.1048	\$252			
27+00	28+00	88	85	3	2.5	0.5	5400	600	0.0914	\$27			
28+00	29+00	86	78	8	2.5	5.5	5400	600	0.0914	\$302			
29+00	30+00	87	60	27	2.5	24.5	5400	600	0.0914	\$1,344			
30+00	31+00	87	58	29	2.5	26.5	5500	611	0.0914	\$1,480			
31+00	32+00	85	69	16	2.5	13.5	5500	611	0.0914	\$754			
32+00	33+00	80	58	22	2.5	19.5	5500	611	0.0914	\$1,089			
33+00	34+00	83	74	9	2.5	6.5	5500	611	0.0914	\$363			
34+00	35+00	89	69	20	2.5	17.5	5500	611	0.0914	\$977			
35+00	36+00	80	70	10	2.5	7.5	5500	611	0.0914	\$419			
36+00	37+00	87	79	8	2.5	5.5	5500	611	0.0914	\$307			
37+00	38+00	84	67	17	2.5	14.5	5500	611	0.0914	\$810			
38+00	39+00	79	73	6	2.5	3.5	5500	611	0.0914	\$195			
39+00	40+00	73	73	0	2.5	0.0	5500	611	0.0914	\$0			
40+00	41+00	75	64	11	2.5	8.5	5500	611	0.0914	\$475			
41+00	42+00	65	40	25	3.0	22.0	5500	611	0.1048	\$1,409			
42+00	43+00	71	19	52	3.0	49.0	5500	611	0.1048	\$3,138			
43+00	44+00	86	70	16	2.5	13.5	5500	611	0.0914	\$754			
44+00	45+00	77	63	14	2.5	11.5	5500	611	0.0914	\$642			
45+00	46+00	80	39	41	3.0	38.0	5600	622	0.1048	\$2,478			
46+00	47+00	75	45	30	3.0	27.0	5600	622	0.1048	\$1,761			
47+00	48+00	65	38	27	3.0	24.0	5600	622	0.1048	\$1,565			
48+00	49+00	72	44	28	3.0	25.0	5600	622	0.1048	\$1,630			
										SUB TOTAL COST DUE			
												\$27,767	

Location:		Town of Colima, Hillside Blvd.- Serramonte Ave. to Olivet Pkwy.										Page: 3	
Functional Class:		Serramonte Ave.= Sta. 0+00											
Arterial													
Begin. Sta.	End Sta.	Pre-Const.	Post-Const.	PCI Change	Discount	Discounted PCI	Area SF	Area S.Y.	Assessment Rate	Calc. Cost			
49+00	50+00	71	43	28	3.0	25	5600	622	0.1048	\$1,630			
50+00	51+00	73	42	31	3.0	28	5600	622	0.1048	\$1,826			
51+00	52+00	75	46	29	3.0	26	5600	622	0.1048	\$1,695			
52+00	53+00	60	40	20	3.0	17	5600	622	0.1048	\$1,109			
53+00	54+00	69	38	31	3.0	28	5600	622	0.1048	\$1,826			
54+00	55+00	85	23	62	3.0	59	5600	622	0.1048	\$3,847			
55+00	56+00	60	25	35	3.0	32	6000	667	0.1048	\$2,236			
56+00	57+00	52	23	29	3.0	26	6000	667	0.1048	\$1,817			
57+00	58+00	61	39	22	3.0	19	6000	667	0.1048	\$1,327			
58+00	59+00	69	47	22	3.0	19	6000	667	0.1048	\$1,327			
59+00	60+00	64	19	45	3.0	42	6000	667	0.1048	\$2,934			
60+00	61+00	63	45	18	3.0	15	6900	767	0.1048	\$1,205			
61+00	62+00	54	32	22	3.0	19	6900	767	0.1048	\$1,527			
62+00	63+00	81	47	34	3.0	31	6900	767	0.1048	\$2,491			
63+00	64+00	62	57	5	2.5	2.5	6900	767	0.0914	\$175			
64+00	65+00	69	57	12	2.5	9.5	6900	767	0.0914	\$666			
65+00	66+00	84	48	36	3.0	33	7000	778	0.1048	\$2,690			
66+00	67+00	77	29	48	3.0	45	7000	778	0.1048	\$3,668			
67+00	68+06	69	20	49	3.0	46	7000	778	0.1048	\$3,750			
										SUB TOTAL COST DUE			
										TOTAL COST DUE		\$77,650	

Location: Town of Colma, Collins Ave.
El Camino Real= Sta. 0+00

Functional Class: Residential **Pavement Discount:** 2.5-3.0

Begin. Sta.	End Sta.	Pre-Const.	Post-Const.	PCI Change	Discount	Discounted PCI	Area SF	Area S.Y.	Assessment Rate	Calc. Cost
0+00	1+00	86	84	2	2.5	0.0	3800	422	0.0914	\$0
1+00	2+00	93	90	3	2.5	0.5	3800	422	0.0914	\$19
2+00	3+00	88	85	3	2.5	0.5	3800	422	0.0914	\$19
3+00	4+00	93	91	2	2.5	0.0	3800	422	0.0914	\$0
4+00	5+00	99	99	0	2.5	0.0	3800	422	0.0914	\$0
5+00	6+00	79	73	6	2.5	3.5	3800	422	0.0914	\$135
6+00	7+00	84	77	7	2.5	4.5	3800	422	0.0914	\$174
7+00	8+00	94	87	7	2.5	4.5	3800	422	0.0914	\$174
8+00	9+00	93	85	8	2.5	5.5	3800	422	0.0914	\$212
9+00	10+00	94	93	1	2.5	0.0	3800	422	0.0914	\$0
10+00	11+00	96	93	3	2.5	0.5	3800	422	0.0914	\$19
11+00	12+00	96	92	4	2.5	1.5	3800	422	0.0914	\$58
12+00	13+00	95	91	4	2.5	1.5	3800	422	0.0914	\$58
13+00	14+00	84	79	5	2.5	2.5	3800	422	0.0914	\$96
14+00	15+00	93	92	1	2.5	0.0	3800	422	0.0914	\$0
15+00	16+00	98	90	8	2.5	5.5	3200	356	0.0914	\$179
16+00	17+00	100	89	11	2.5	8.5	3200	356	0.0914	\$276
17+00	18+00	17	17	0	3.0	0.0	3200	356	0.0977	\$0
18+00	19+00	18	18	0	3.0	0.0	3200	356	0.0977	\$0
19+00	20+00	18	18	0	3.0	0.0	3200	356	0.0977	\$0
20+00	21+00	33	33	0	3.0	0.0	3000	333	0.0977	\$0
21+00	22+00	21	16	5	3.0	2.0	3000	333	0.0977	\$65
22+00	23+00	14	14	0	3.0	0.0	3000	333	0.0977	\$0
23+00	24+00	23	18	5	3.0	2.0	3000	333	0.0977	\$65
24+00	25+00	18	16	2	3.0	0.0	3000	333	0.0977	\$0
25+00	26+00	29	17	12	3.0	9.0	3000	333	0.0977	\$293
26+00	26+44	48	41	7	3.0	4.0	3000	333	0.0977	\$130

TOTAL COST DUE

\$1,973

Location: Town of Colma, Olivet Pkwy.
El Camino Real= Sta. 0+00

Functional Class: Arterial Pavement Discount: 2.5-3.0

Begin. Sta.	End Sta.	Pre-Const.	Post-Const.	PCI Change	Discount	Discounted PCI	Area SF	Area S.Y.	Assessment Rate	Calc. Cost
0+00	1+00	74	73	1	2.5	0	3000	333	0.0914	\$0
1+00	2+00	75	75	0	2.5	0	3000	333	0.0914	\$0
2+00	3+00	71	68	3	2.5	0.5	3000	333	0.0914	\$15
3+00	4+00	63	58	5	2.5	2.5	3000	333	0.0914	\$76
4+00	5+00	74	59	15	2.5	12.5	3000	333	0.0914	\$380
5+00	6+00	73	55	18	2.5	15.5	3000	333	0.0914	\$472
6+00	7+00	69	65	4	2.5	1.5	3000	333	0.0914	\$46
7+00	8+00	68	58	10	2.5	7.5	3000	333	0.0914	\$228
8+00	9+00	72	58	14	2.5	11.5	3000	333	0.0914	\$350
9+00	10+00	73	62	11	2.5	8.5	3000	333	0.0914	\$259
10+00	11+00	72	65	7	2.5	4.5	3600	400	0.0914	\$165
11+00	12+00	66	61	5	2.5	2.5	3600	400	0.0914	\$91
12+00	13+00	73	73	0	2.5	0	3600	400	0.0914	\$0
13+00	14+00	74	74	0	2.5	0	3600	400	0.0914	\$0
14+00	14+40	74	74	0	2.5	0	1440	160	0.0914	\$0

TOTAL COST DUE

\$2,082

Σ = 81,705



SFOX 170

1998

COMPREHENSIVE AGREEMENT
BETWEEN
THE SAN FRANCISCO BAY AREA RAPID TRANSIT
DISTRICT
AND THE TOWN OF COLMA
RELATING TO THE BART/SFO AIRPORT EXTENSION

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1: DEFINITIONS	3
SECTION 2: TOWN REVIEW OF PROJECT PLANS	6
SECTION 3: CEMETERIES	8
SECTION 4: IMPACTS TO TOWN INFRASTRUCTURE	8
SECTION 5: EROSION CONTROL PLAN	11
SECTION 6: PROJECT FEATURES	12
SECTION 7: GENERAL COMMITMENTS	15
SECTION 8: TRAFFIC MAINTENANCE	17
SECTION 9: ACCEPTANCE OF PROJECT FEATURES	18
SECTION 10: CONTRACT DOCUMENTS INDEMNITY	18
SECTION 11: CONSTRUCTION STANDARDS AND TOWN INSPECTION	19
SECTION 12: USE OF TOWN STREETS DURING CONSTRUCTION	20
SECTION 13: CONSTRUCTION SITE FENCING	21
SECTION 14: LANDSCAPING	21
SECTION 15: PUBLIC SAFETY	22
SECTION 16: COMPLAINT CONTACT	22
SECTION 17: INDEMNIFICATION	23
SECTION 18: INSURANCE	24
SECTION 19: WARRANTIES	25
SECTION 20: RESOLUTION OF DISPUTES	25
SECTION 21: NOTICES	30

SECTION 22: PARTIES NOT CO-VENTURERS 31

SECTION 23: FURTHER ASSURANCES 31

SECTION 24: NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS 32

SECTION 25: HEADINGS AND TITLES 33

SECTION 26: APPLICABLE LAW 33

SECTION 27: SEVERABILITY 33

SECTION 28: BINDING UPON SUCCESSORS 33

SECTION 29: REMEDIES NOT EXCLUSIVE 34

SECTION 30: FORCE MAJEURE 34

SECTION 31: INTEGRATION * 35

AGREEMENT

This Comprehensive Agreement (the "Agreement") is made and entered into this 4th day of November, 1998 (the "Effective Date") between the San Francisco Bay Area Rapid Transit District ("BART") and the Town of Colma, a general law city of the State of California (the "Town") (collectively referred to as the "Parties").

RECITALS

- A. On June 18 and 19, 1996, BART and SamTrans, respectively, certified a Final Environmental Impact Report ("FEIR") and adopted a Project pursuant to the California Environmental Quality Act ("CEQA"). The adopted Project is the Alternative VI, Aerial Design Option, as described in the FEIR. The Project consists of an extension of BART's tracks south from Colma to the San Francisco International Airport and Millbrae (the "Project").
- B. On August 30, 1996, the Federal Transit Administration ("FTA") approved the Final Environmental Impact Statement ("FEIS") and issued its Record of Decision ("ROD"). On June 30, 1997, the FTA approved a Full Funding Grant Agreement, ensuring \$750 million toward construction of the Project.
- C. The Parties wish to make it possible for the Project to proceed shortly after funding is assured.
- D. This Agreement has been prepared recognizing BART's general approach to the Project, encompassing both a conventional contracting process for, among other things, site preparation and utility relocations, and a design-build contracting process for the

Project's line, trackwork, systems and stations contracts. The plans, drawings and documents will be prepared either by BART or the design-build contractor(s).

- E. BART and the Town acknowledge that it will be necessary to develop procedures to ensure careful and continued cooperation between the parties, including the following:
 - (1) procedures for finalizing any necessary design and construction options;
 - (2) procedures for protecting in place and/or relocating certain Town owned facilities;
 - and (3) procedures to avoid all unnecessary delays to either the contracting or construction process.
- F. The locations of certain elements of the Project are expected to require the use of certain Town streets for hauling operations during construction of the Project.
- G. The Town is willing to permit use of the Town's streets for hauling operations during construction of the Project, provided that, in the event Town's streets are damaged during such operations BART agrees to pay the Town for such damage in accordance with the terms set forth in Section 4(C), below.
- H. BART and the Town mutually agree to cooperate in mitigating those aspects of the Project affecting the Town, subject to the terms and conditions of this Agreement.
- I. BART has received grants from the FTA to fund the Project. BART has also applied for grants from the State of California through the California Transportation Commission to assist in the financing of the Project.
- J. BART and the Town acknowledge that the work performed under this Agreement shall be in conformance with all applicable Federal and/or State grant conditions and all applicable laws.

- K. BART and the Town acknowledge that certain design refinements are incorporated in the BART project which will benefit the Colma Creek improvement project, which is to be implemented by the San Mateo County Flood Control District.

AGREEMENT

NOW, THEREFORE, BART and the Town, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

SECTION 1: DEFINITIONS

The following definitions relate to such terms found in the entire Agreement, including, without limitation, all Exhibits hereto:

- A. "BART" See "District."
- B. "Betterment" The replacement of any Town Infrastructure with Infrastructure of greater capacity, durability, or efficiency than the one replaced, unless such replacement is required by the Project.
- C. "Bid Package" The Invitation to Bid, Instructions to Bidders, Forms for the submittal of Bids, and all other documents provided to prospective Bidders.
- D. "Cemeteries" The seven Colma cemeteries that will be impacted by construction of the Project: Eternal Home Cemetery, Olivet Memorial Park, Salem Memorial Park, Home of Peace Cemetery, Hills of Eternity Memorial Park, Cypress Lawn Cemetery Association and Holy Cross Catholic Cemetery.
- E. "CEQA" The California Environmental Quality Act, Public Resources Code Section 21000, et.seq.

- F. "Contract Documents" The executed Contract; Contract Drawings; Contract Book; Construction Drawings and Construction Specifications (to be developed by the Contractor and approved by the District); Design Criteria; Contract Bonds; Addenda; Change Orders; and additional documents incorporated by express reference into the Contract.
- G. "District" or "BART" The San Francisco Bay Area Rapid Transit District, its employees, agents, consultants, and contractors.
- H. "FEIR" The Final Environmental Impact Report for the Project certified by BART and SamTrans on June 18 and 19, 1996, respectively.
- I. "FEIS" The Final Environmental Impact Statement for the Project approved by the Federal Transit Administration on August 30, 1996.
- J. "Fire Department" The Colma Fire Protection District, a special district organized under California Health and Safety Code Section 13801.
- K. "FTA" The United States Department of Transportation, Federal Transit Administration.
- L. "MMRP" The Mitigation Monitoring and Reporting Plan for the Project adopted by the BART and SamTrans Boards of Directors on June 18 and 19, 1996, respectively.
- M. "MTC PCI Index" The Pavement Condition Index set forth in the December 1988 Metropolitan Transportation Commission Pavement Management System Users Guide.
- N. "Parties" The Town and BART.
- O. "Plans and Specifications" The drawings, documents, plans, specifications, general and special conditions, and related construction documents for the Project.

- P. "Project" The Alternative VI Aerial Design Option described in the FEIR, consisting of an extension of BART's tracks south from the existing Colma station and tailtracks to the San Francisco International Airport and a terminus station in Millbrae, as adopted by the BART Board of Directors.
- Q. "ROD" The Record of Decision issued by the Federal Transit Administration for the Project on August 30, 1996.
- R. "SamTrans" The San Mateo County Transit District.
- S. "SFIA" The San Francisco International Airport.
- T. "Standard Specifications" The standard construction details, drawings, general and special conditions, and construction methods usually and customarily utilized by the Town for public works projects.
- U. "Town" The Town of Colma, its officers, employees, agents, and contractors.
- V. "Town Infrastructure" Town streets (including curbs, gutters and sidewalks), traffic control devices, storm drains, sanitary sewers, water lines, hydrants, electroliers, landscaping, irrigation systems, and all other public facilities and appurtenances owned or legally controlled by Town.

SECTION 2: TOWN REVIEW OF PROJECT PLANS

- A. Prior to construction of any phase or portion of the Project within the Town, BART will provide the Town with the Plans and Specifications included in the Bid Package for review.
- B. Prior to construction of any phase or portion of the Project within the Town, BART will provide the Town with Plans and Specifications showing work to be performed on or directly affecting Town Infrastructure for review and approval, which approval shall not be unreasonably withheld. The Town will review the Plans, and will provide its position on needed protection, relocation, and replacement of Town Infrastructure. The Plans and Specifications will include drawings of elements of the Project, together with drawings showing relocations of Town facilities and appurtenances. The Plans and Specifications will include the mitigations identified in the MMRP. Town review and approval will be limited to elements of the Project affecting fire safety elements, Town Infrastructure, and other facilities and appurtenances owned by the Town, or which will be conveyed to the Town pursuant to the terms and conditions of this Agreement. Approval, conditional approval, or disapproval of the Plans will be delivered in writing to BART no later than fifteen (15) calendar days from the Town's receipt of such Plans. In the event that the Town provides conditional approval as to a portion of the Plans, BART and the Town shall work together to address the Town's concerns and, where appropriate, BART shall modify the Plans to meet those concerns. BART and the Town may agree in writing to mutually convenient time extensions.

C. BART will reimburse the Town for reasonable costs incurred in the Town's review of the Plans and Specifications identified in Section 2B above and for other work identified in this Agreement as reimbursable. Costs incurred for work done as part of any activity requiring a permit under Section 11 of this Agreement will be reimbursed as part of the fee under the Town's then-applicable Fee Schedule. Costs incurred for all other identified reimbursable work under this Agreement will be the reasonable costs paid to a consultant selected by the Town to perform such review work. The Parties acknowledge that the obligations set forth in Exhibit 1 to this Agreement are not subject to a fee under the Town Fee Schedule and will therefore be reimbursed based on the reasonable costs paid to a consultant to review such work, up to the amount of \$75,000.00. The Town and BART shall agree on the rate structure to be paid to consultants retained by the Town to review the Plans and Specifications referred to in Section 2B or for other related work called for under this Agreement. Prior to payment by the Town, the Town and BART shall jointly review the invoices submitted by the Town's consultants referred to herein. BART will remain responsible for all work on Town Infrastructure until such work is accepted by the Town.

D. Payments under this Agreement shall meet all applicable Federal and State funding guidelines, and shall be subject to audit pursuant to the terms set forth in Section 23, below.

SECTION 3: CEMETERIES

The Cemeteries and the Town will be provided simultaneously with any documents which the Cemeteries and the Town both have the right to review and comment on or approve. BART, after receiving comments from the Cemeteries, will transmit these comments, as applicable, to the Town for their review. BART, after coordinating comments from the Cemeteries, as applicable, with the Town, will respond in writing to the Cemeteries' comments. If a dispute exists between comments submitted by the Cemeteries and the comments submitted by the Town, BART will meet and confer with Cemeteries and Town representatives to attempt to resolve the dispute.

BART also will provide a copy of the landscape replacement plan for each Cemetery for which a landscape replacement plan has been or will be prepared to the Town for review and comment. If a dispute arises between the Town and any Cemetery with respect to any such landscape replacement plan, BART will meet and confer with the Cemetery and Town representatives to attempt to resolve the dispute.

SECTION 4: IMPACTS TO TOWN INFRASTRUCTURE

A. Repair and Reconstruction of Town Infrastructure Other than Streets:

BART will be responsible for repair or reconstruction of any Town Infrastructure other than streets determined to have been damaged by BART during construction to a condition at least equal to that which existed prior to construction. As used herein, "existed prior to construction" refers to those conditions present prior to commencement of construction of the Project described in this Agreement. BART and

the Town's determination as to damage or destruction incurred shall be based upon the Parties' physical inspection of the area after construction of each phase of the Project. Any dispute regarding whether damage was caused by BART will be resolved as set forth in Section 20 herein. Correction of any damage to Infrastructure shall commence as soon as practicable after written notice to BART by the Town of any claimed damage. Said notice by the Town shall be given as soon as possible after the Town's receipt of BART's notice of substantial completion of the portion of the Project for which damage is claimed, but in no event shall notice of any claimed damage be made by the Town or accepted by BART more than eleven (11) months after BART's notice of substantial completion of construction of the portion of the Project for which damage is claimed. In the event that any construction-related damage poses a threat to public health, safety, or welfare, BART will repair such damage as soon as possible after notice by the Town.

BART will also require its contractor(s) to replace all pavement markings, striping and other delineations, and all traffic control signs impacted by the Project; and shall be responsible for installing repaired, refurbished or new traffic signals, controllers and detectors for any impacted units in accordance with plans and specifications approved by the Town.

B. Coordination with Town Planned Improvements:

In order to coordinate construction of the Project with Town-planned improvements, the Town agrees to timely provide BART with a copy of its annual Capital Improvement Program, but no later than September 1, 1998.

C. Construction Impacts to Town Streets:

Both before and after construction, BART, in consultation and cooperation with the Town, will perform a pavement survey of Town streets which may be affected by construction activities. Said pre-construction and post-construction pavement surveys will be performed in accordance with the December 1988 Metropolitan Transportation Commission Pavement Management System Users Guide (the "MTC PCI Index").

The relevant pages of the MTC PCI Index are attached hereto as Exhibit "2." BART and the Town agree that, in accordance with the MTC PCI Index, BART will pay the Town the Dollar Amount reflecting the decline in the PCI directly attributable to construction of the Project. The Dollar Amount shall be determined in accordance with the methodology set forth in attached Exhibit "2." BART and the Town shall enter into a separate Memorandum of Understanding ("MOU") implementing disbursement of funds to the Town for any decline in the PCI attributable to construction of the Project.

BART and the Town agree that, notwithstanding the above, if any construction-related damage poses a threat to public health, safety or welfare, BART will provide at least temporary repairs as soon as possible after notice by the Town.

D. Betterments:

If the Town determines that any Town Infrastructure should be improved beyond that which is necessary to fulfill the Project Plans and Specifications, such work shall constitute a Betterment. The Town shall reimburse or credit BART for the value of any such work or Betterment. In that event, BART and the Town shall agree on the nature and extent of any Betterment, including related Plans and Specifications, and on the amount of credit due to BART prior to commencement of construction of any such Betterment. Credit for any salvage value of facilities which were either removed or retained by the Town during replacement, modification, enlargement or expansion shall be based on the resale value of these facilities, less selling expenses. The Town shall reimburse BART for all Betterments within thirty (30) days from the date a BART invoice calculated according to the credit provisions provided above is received by the Town. Notwithstanding the terms set forth in this Section 4(D), BART and the Town may agree in writing, with supporting documentation, on a case-by-case basis, that, where construction of the Project will preclude future, economical access to Town utilities, inclusion of methods to avoid such future detriment shall not be construed to be a Betterment.

E. Record Drawings:

Upon completion of any and all work by BART on Town Infrastructure, and acceptance by the Town of such work, BART shall submit to the Town, within a reasonable time, record drawings (including parts, operations, and maintenance

manuals) showing the work in place. Such record drawings shall be in sufficient detail as the Town customarily requires of the Town's own public works contractors.

SECTION 5: EROSION CONTROL PLAN

BART shall require its contractors to provide for an erosion control plan to retain sediments on site in accordance with BART's NPDES permit and Plans and Specifications. All stockpiled earthwork shall be protected from wind and water erosion. Dust control shall be undertaken in accordance with BART Plans and Specifications and the MMRP and shall provide for dust, erosion and pollution control seven days a week, 24 hours a day for the duration of construction activities. BART and the Town shall meet to confirm that the BART NPDES standards are at least as stringent as those of the Town.

SECTION 6: PROJECT FEATURES

The project features set forth in Paragraphs A through H below, are not intended to constitute a comprehensive list of project features, but are described in this Agreement because they are of particular concern to the Town. A comprehensive list of project features associated with the Project is set forth in the FEIR.

- A. BART Track Alignment. The Project follows the SPTCo railroad (San Bruno branch) right-of-way in Colma. The alignment begins at the end of the Colma BART Station tailtracks and extend south in a two track subway box. The alignment traverses the cemetery area in Colma between the Italian Cemetery and Mission Road. From Mission Road to the south limits of the Town of Colma, the proposed project

continues in subway. There are two emergency ventilation structures, with an attendant access road and maintenance vehicle parking area, along the BART alignment. One ventilation building is located along the subway alignment approximately 200 feet south of Serramonte Boulevard; and a train control/ventilation building is located along the subway alignment behind the American Monument Company.

- B. Street and Driveway Crossings. The subway crosses underneath several streets and driveways at Mission Road, Cypress Lawn Cemetery driveway, Hills of Eternity Memorial Cemetery driveway, Serramonte Boulevard, Olivet Parkway, and Eternal Homes Cemetery driveway.
- C. Access. Olivet Parkway may be closed for up to six months to conduct construction activities, preventing access to Eternal Home Cemetery and Salem Memorial Park from El Camino Real. During that period, BART will, after consultation with the Town, establish a detour to provide unobstructed access to these two cemeteries from Hillside Boulevard.
- D. Laydown Areas. There are several laydown areas which will be used by BART's contractor(s) during construction. These laydown areas are shown in the Contract Documents and include the triangular shaped laydown area abutting Mission Road and west of the San Bruno branch right-of-way; the rectangular shaped laydown area south of Hills of Eternity Memorial Cemetery's driveway; the rectangular shaped laydown

area north of Serramonte Boulevard and east of the BART alignment, and; a triangular shaped laydown area adjacent to the Italian Cemetery's mausoleum.

- E. Colma Creek Improvement Project. The Colma Creek improvement project, to be built and funded by the San Mateo County Flood Control District ("SMCFCD"), will commence at the southern Town limit and proceed north to Mission Road, transitioning into a box culvert under Mission Road. That portion of the Colma Creek improvement project located within the Town and directly over the BART subway is a bid option in Contract 12YC-120, the Line, Trackwork and Systems Contract. The option will be exercised and constructed at SMCFCD's expense by BART if the bid price is satisfactory to SMCFCD.
- F. Utilities. The utilities identified below are those which may be affected by subway construction and other contractor activities. Utility designations listed below are identified in the Contract Documents. Town utilities are denoted Town of Colma ("TOC") in the Contract Documents. TOC#1 is a storm drain which will be plugged and abandoned. The other end of this storm drain lies within City of South San Francisco, identified as CSSF#23. This storm drain will drain into the proposed Colma Creek improvement. TOC#2 and TOC#16 designate a reach of storm drain that run approximately 1,000 feet in the old SPTCo San Bruno branch right-of-way directly behind Treasure Island Trailer Park. This entire reach will be removed and replaced as part of the Colma Creek improvement. At the north end of this reach, the storm drain from the trailer park and the storm drain from Mission Road will be

modified to drain into the Colma Creek improvement. TOC#3 is a storm drain running along the westerly side of Mission Road approximately 600 feet in length. The storm drain must be relocated to make room for SMCFCFCD's proposed box culvert. TOC#3 will be modified to drain into the box culvert. TOC#4 is a sanitary sewer of approximately 310 linear feet running under Mission Road. The sewer line will be relocated to accommodate the SMCFCFCD box culvert. TOC#8 is a section of storm drain approximately 170 feet long located behind the former Guido's Restaurant. This storm drain will be relocated east of the BART right-of-way. TOC#14 is a storm drain connected to an existing storm water retention pond approximately 450 feet south of Serramonte Boulevard, and drains into an existing storm drain in El Camino Real. TOC#15 is a storm retention basin which will be partially excavated to make way for BART's subway. The basin will be restored to its original condition at the completion of construction. TOC#5 is a street light conduit which will be removed and replaced. TOC#6 is a light conduit which will be supported in place. TOC#7 and TOC#18 are sanitary sewers which will be supported in place during construction of subway. TOC#9 is a storm drain which will be removed and reconstructed. TOC#12 is an irrigation water line which will be reconstructed after construction of BART subway. TOC#13 is a storm drain to be removed and reconstructed after BART subway construction is completed. TOC#17 is a street light which will be removed and reconstructed after BART subway constructed is completed. TOC#10 is a storm drain which will be relocated with a new storm drain along Olivet Parkway. TOC#11 is a storm drain to be supported in place during construction.

- H. Other Utilities. There are numerous other overhead and buried utilities owned or operated by third parties which may be affected by construction of the Project. These utilities and their owners are described in the contract drawings.

SECTION 7: GENERAL COMMITMENTS

- A. If, after completion of the Project, BART identifies excess property within the Town which has been purchased by BART but not fully utilized in construction of the Project, BART will consult with the Town and will consider Town comments regarding future use of such property.
- B. BART and the Town will work to reduce impacts of the Project on local police, fire, and emergency services within the Town.
- C. BART will provide and maintain all BART-related signage within the Town.
- D. BART will maintain all BART-related facilities within the Town during revenue service.
- E. BART will police all BART-related facilities within the Town during revenue service.
- F. Construction of the subway structure will require temporary displacement of parking spaces in Colma. Temporary parking will be constructed to offset, or partially offset, all parking spaces lost during construction of BART's facilities. In particular, an

unpaved parking area west of Holy Cross Cemetery will be displaced during the construction period. BART will provide a replacement parking area in close proximity to the existing parking area which will be temporarily displaced. The temporary parking surface will be gravel to a depth of six (6) inches laid over cleared and grubbed ground.

- G. After construction, BART will allow the portion of its permanent right-of-way from Mission Road north to the ventilation structure adjacent to Holy Cross Cemetery to be used for parking by the merchants in the Mission Road area, subject to execution of a separate agreement acceptable to all parties setting forth the terms for provision of such parking. In the event that such an agreement is reached, BART will provide a paved parking area of approximately 50 parking spaces. Also, in that event, BART shall receive a reasonable rent for said parking area in accordance with a future real estate agreement to be negotiated among BART, SamTrans and the Mission Road merchants. Any such rental agreement will also incorporate provisions regarding suitable access by BART to the ventilation structure at all times, as well as terms regarding maintenance of the area by the merchants. If the Town represents the merchants in negotiations, the Town will provide written assurances to BART and SamTrans that the merchants authorize the Town to negotiate such real estate agreements on their behalf.

SECTION 8: TRAFFIC MAINTENANCE

- A. BART will assume responsibility for maintaining in service, or causing to be maintained in service, all traffic detours during BART construction in a manner reasonably satisfactory to the Town, subject to all applicable Town permit requirements and California Department of Transportation standards.
- B. Although certain Town streets will, of necessity, be closed, in whole or in part, for some period during construction, BART will maintain in service during BART construction, or cause to be maintained in service, all Town streets and related infrastructure within the limits of the Project area as shown in the Contract Documents, in a manner reasonably satisfactory to the Town. In those instances where there is only one method of ingress or egress to or from a particular area within the Town, BART will ensure safe and efficient access for all emergency services to such area during construction of the Project.
- C. In its Contract Documents, BART will require its contractor(s) to submit traffic plans showing haul routes, temporary closures, and the method of traffic maintenance and staging to the Town for approval, which approval shall not be unreasonably withheld. BART will also require its contractor(s) to use reasonable efforts to provide the Town with three (3) working days notice prior to submitting traffic plans. The Town shall approve or disapprove the plans no later than ten (10) working days following the Town's receipt of such plans.

SECTION 9: ACCEPTANCE OF PROJECT FEATURES

Upon completion by BART of the project features set forth in Section 6 of this Agreement or any usable portion thereof which appropriately belong to the Town, BART will notify the Town in writing that said project features have been completed. The Town will accept such project features, or usable portions thereof, in a timely manner and in accordance with the Town's usual and customary practice for accepting project features if, after inspection by the Town, it is determined that the work has been performed in accordance with the Contract Documents. If, after inspection by the Town, it is determined that the work has not been so performed, the Town shall notify BART of any claimed deficiency within fifteen (15) working days, and BART will correct the work prior to Town acceptance.

SECTION 10: CONTRACT DOCUMENTS INDEMNITY

BART will require all of the Project's construction contractors to defend, indemnify and hold the Town, its officers and employees harmless against any liability arising out of the acts or omissions of each such contractor and such contractor shall include the Town, its elective and appointed officers, employees and agents as additional insureds in any insurance policies obtained by them at no cost to the Town.

SECTION 11: CONSTRUCTION STANDARDS AND TOWN INSPECTION

A. The Town will issue all necessary permits for work to be performed within the Town in accordance with the Colma Municipal Code. BART shall be responsible for paying the usual and customary fees charged by the Town for such permits. The Town will

cooperate with BART in identifying all permits necessary for work to be performed under this Agreement.

- B. All BART-administered construction of Town street and related infrastructure project features and general commitments to be maintained by the Town pursuant to the terms hereof will be constructed in accordance with Town Standard Specifications and Town Standard Drawings in effect as of the advertisement date for each contract for work to be performed within the Town, and, as appropriate, in accordance with BART Specifications.
- C. BART will perform construction oversight for the entire Project. The Town will provide Town inspectors to inspect the construction of Town Infrastructure under the BART-administered construction contract(s) in accordance with its usual and customary fee schedule for such work or the provisions of Section 2.C. above.
- D. BART shall be responsible for paying the usual and customary inspection fees charged by the Town for inspection services and testing performed by Town inspectors or for the reasonable costs paid to a consultant selected by the Town to perform such inspection services and testing. Testing shall include compaction for utility trench, backfill, subgrade under the roadway, TV inspection of sanitary sewer lines, drain lines, and materials.

- E. The Town has, and hereby retains, the right to exercise full control over the employment, compensation and discharge of its personnel assisting in the performance of said inspection services. The Town agrees to be solely responsible for all matters relating to payment of its employees or agents and all others assisting Town inspectors in the performance of said inspection services.

SECTION 12: USE OF TOWN STREETS DURING CONSTRUCTION

BART will use portions of Town street rights-of-way in connection with BART's construction activities. Such use shall comply with the following:

- A. BART shall submit traffic plans showing haul routes and the method of traffic maintenance and construction staging to the Town for approval, which approval shall not be unreasonably delayed or withheld. Approval or disapproval of the plans will be delivered in writing to BART no later than ten (10) working days from the receipt of such plans. BART and the Town may agree in writing to mutually convenient time extensions.
- B. Prior to the temporary closure to traffic of all or part of any street, sidewalk, or other public access, BART will give notice to the Town at least ten (10) working days prior to the time closures are to be made and obtain approval from the Town, which approval shall not be unreasonably withheld. BART will provide notice of any such closure(s) to affected residents and the Police and Fire Departments as soon as practicable after receipt of Town approval. Deviation from this ten (10) working day

requirement may be permitted in bona fide emergency situations as determined by BART and the Town.

- C. The Town's contact person for all design and construction matters will be the Town Engineer, or his or her designee. BART's contact person for all design and construction matters will be the Executive Manager of the Project, or his or her designee.

SECTION 13: CONSTRUCTION SITE FENCING

BART shall submit its construction fencing plan(s) to the Town for review and comment prior to construction of any phase or portion of the Project requiring such construction fencing within the Town.

SECTION 14: LANDSCAPING

Both before and after construction, BART, in consultation with the Town, will perform a survey of all Town irrigation systems and landscaping which may potentially be affected by construction activities. BART will also photograph the landscaping in the construction area to determine the condition of such landscaping before construction begins. BART will repair any irrigation systems or landscaping determined by BART and the Town to have been damaged by BART during construction to a condition at least equal to that which existed prior to construction, as determined by the pre-construction survey procedure defined in this Section.

SECTION 15: PUBLIC SAFETY

BART and the Town will cooperate to reduce impacts of the Project on local police, fire, and emergency services. BART has retained an independent emergency response consultant, and is in the process of developing a Fire Suppression and Rescue Operations Specific Plan ("FSRO Specific Plan") for both the construction and operation phases of the Project. Based on the results of the FSRO Specific Plan, BART will fund any identified shortfalls in training and equipment which cannot be provided through existing fire and rescue departments, consistent with any applicable grant program criteria.

SECTION 16: COMPLAINT CONTACT

For the duration of the Project construction, BART shall assign a lead representative to handle project-related complaints from Town residents, Town officials, and/or staff. BART shall provide written notice to the Town and shall publicize the telephone number, fax number and E-mail address of the lead representative. BART shall ensure that said representative makes an initial response to all health and safety-related complaints within a reasonable period of time, not to exceed 4 hours. In addition, BART shall make an initial response to all other complaints within a reasonable period of time not to exceed 8 hours. Follow-up of complaints will be completed within a reasonable period of time following initial contact with the complainant. BART shall take all reasonable actions to ensure that its lead representative is authorized to and does in fact, ensure that corrective actions are implemented within a reasonable period of time following initial contact with the complainant.

SECTION 17: INDEMNIFICATION

It is understood and agreed that neither the Town nor any officer, agent or employee of the Town is responsible for any damages or liability occurring by reason of anything done or omitted to be done by BART, its directors, officers, agents and employees, under or in connection with any work, authority or jurisdiction delegated to BART under this Agreement.

It is also understood and agreed that, pursuant to Government Code Section 895.4, BART will fully indemnify, hold harmless and defend in any claim or litigation, the Town, its officers, agents and employees from any damage or liability occurring by reason of anything done or omitted to be done by BART, its directors, officers, agents and employees under or in connection with any work, authority or jurisdiction delegated to BART under this Agreement.

The duty of BART to indemnify and hold harmless, as set forth above, shall include the duty to defend as set forth in section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require BART to indemnify the Town, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

It is understood and agreed that neither BART nor any director, officer, agent or employee of BART is responsible for any damages or liability occurring by reason of anything done or omitted to be done by the Town, its officers, agents and employees, under or in connection with any work, authority or jurisdiction delegated to the Town under this Agreement. It is also understood that, pursuant to Government Code Section 895.4, the Town will fully indemnify, hold harmless and defend in any claim or litigation BART, its directors, officers, agents and employees from any damage or liability occurring by reason of anything done or

omitted to be done by the Town, its officers, agents and employees under or in connection with any work, authority or jurisdiction delegated to Town under this Agreement. The duty of the Town to indemnify and hold harmless, as set forth above, shall include the duty to defend as set forth in section 2778 of the California Civil Code provided, however, that nothing herein shall be construed to require the Town to indemnify BART, its directors, officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

SECTION 18: INSURANCE

- A. BART shall include the Town, its directors, officers, employees and agents as additional insureds in the master insurance program obtained during construction of the Project, also known as the Owner Controlled Insurance Program ("OCIP"). Coverage for the Town will include general liability, builder's risk (course of construction) and employer's liability insurance. BART shall provide the relevant Certificates of Insurance and Endorsements on all such policies to the Town. The OCIP will be maintained in full force and effect during construction of the Project.
- B. The insurance afforded to the Town shall be considered primary insurance to the full limit of the program and any insurance against a loss covered by policies held by the Town shall be considered excess insurance only. Any policy obtained under this program shall contain a severability-of-interests clause.

C. The Town shall be accorded the same protections with respect to liability and indemnity as are accorded BART under such insurance policies. The Town reserves the right to tender to BART the defense of any claims asserted against the Town in connection with or arising out of the Project or this Agreement.

SECTION 19: WARRANTIES

BART will require warranties from all of its contractors for all work performed and for all contractor-installed equipment and materials supplied in connection with the Project. BART acceptance of all work performed and for all contractor-installed equipment and materials supplied in connection with Town Infrastructure shall be predicated upon Town acceptance of such work, equipment, and materials. All BART warranties to the Town shall be for a period of twelve (12) months from acceptance by the Town, except where the manufacturer's usual warranty is for a longer period. In that event, the longer period, less thirty (30) days, will apply. If necessary, BART will pursue all of its available remedies under those warranty provisions for correction of any defects in materials and/or workmanship discovered within the warranty period. Correction of such defects in the work performed for the Town shall commence within sixty (60) working days of written notification to BART by the Town, at no cost to the Town, so long as the notification is within the warranty period.

SECTION 20: RESOLUTION OF DISPUTES

If any dispute under this Agreement cannot be resolved by the Parties, upon the written request of either of the Parties, the matter shall be dealt with as described below:

First Level: Each party will designate project staff or individuals to be the initial person or persons to discuss any apparent dispute or disagreement between the parties and initiate this procedure. Each such designated first level person may contact his or her counterpart at the same level at any time to raise any apparent disagreement related to the Project. For the Town the first level person shall be designated by the Town at the time of execution of this Agreement. For BART, the first level person, unless BART shall designate otherwise in writing, shall be the BART-SFO Extension Project Manager.

1. Urgent Matters: For any matter designated by the initiating party as "urgent," the other party shall make its first response within twenty-four hours, or within such other period as the first level persons may agree.
2. Non-Urgent Matters: Unless a matter is designated "urgent" by the initiating party, the other party shall respond within five (5) working days, or within such other period as the first level persons may agree.

Second Level: Each party will designate individuals to whom matters not resolved at the first level shall be referred. Each such designated second level person may contact his or her counterpart at the same level at any time to raise any apparent disagreement related to the Project. For the Town, the second level person shall be designated by the Town at the time of execution of this Agreement. For BART the second level person, unless BART shall designate otherwise in writing, shall be the Executive Manager, West Bay Extensions.

1. Urgent Matters: For any matter designated by the initiating party as "urgent," the other party shall make its first response within twenty-four hours, or within such other period as the second level persons may agree.
2. Non-Urgent Matters: Unless a matter is designated "urgent" by the initiating party, the other party shall respond within three work days, or within such other period as the second level persons may agree.

Third Level: Each party will designate individuals to whom matters not resolved at the second level shall be referred. These designated third level persons shall constitute the final internal level within BART and the Town for resolution of issues between the parties. Each such designated third level person may contact his or her counterpart at the same level at any time to raise any apparent disagreement related to the Project. For the Town, the third level person shall be designated by the Town at the time of execution of this Agreement. For BART, the third level person, unless BART shall designate otherwise in writing, shall be the General Manager.

1. Response: The initiating third level person will request a response from his or her counterpart and that response will be made within a time period agreed between the third level persons.

Alternative Dispute Resolution Board: If the designated third level individuals are unable to reach resolution, upon written request of either of the parties, the matter shall be presented to an Alternative Dispute Resolution Board ("ADRB") as follows:

1. Composition of the ADRB: The ADRB shall consist of one member selected by BART and one member selected by the Town. These two members shall, within 40 days of their selection, choose the third member who will chair the ADRB. If the two members cannot agree on the third member, either member may request the American Arbitration Association in San Francisco to appoint the third member. It is desirable that all ADRB members be experienced with the type of construction involved in this Agreement, and interpretation of Contract Documents. No member of the ADRB shall have any conflict of interest which would prevent the member from impartially serving on the ADRB. No member shall have a financial interest in the Agreement, except for payment for services on the ADRB. No member shall have been an employee, within a period of one year prior to the Effective Date of this Agreement, of any entity with a financial interest in the Agreement; except that service as a member of other Alternative Dispute Review Boards on other BART contracts will not preclude a member from serving on the ADRB for this Agreement. All prospective members of the ADRB shall make full disclosure of all financial interest in, or other involvement with, the work contemplated under this Agreement and any entities associated with the work, including any close professional or personal relationships.
2. Cost of the ADRB: BART and the Town shall pay compensation for fees and expenses for the ADRB member each has selected. BART and the Town shall each pay one-half of all compensation for fees and expenses for the Chair.
3. Hearing on Disputes: When a written notice of a dispute is referred to the ADRB, a hearing shall be held within thirty (30) days of referral. The ADRB may request written documentation and arguments from both parties prior to the hearing. A party

furnishing written documentation to the ADRB must furnish a copy to the other party at least fifteen (15) days before the hearing begins.

4. Hearing Procedure: BART and the Town shall be represented at all hearings by their respective management, or their designee. Lawyers may participate only by agreement of both parties. BART and the Town shall each be afforded an opportunity to be heard by the ADRB and to offer evidence. The ADRB members may ask questions, seek clarification, or request further data. The ADRB may request from either party documents or information that would assist the ADRB in making its findings and recommendations. A refusal by a party to provide information requested by the ADRB may be considered by the ADRB in making its findings and recommendations. Additional hearings may be necessary in order to consider all evidence presented by both parties. The ADRB may make any other rules applicable to its proceedings which it deems necessary.

Post-Hearing Procedures: After the hearings are concluded, the ADRB shall meet in private and reach a conclusion supported by two or more members. As soon as practicable thereafter, its findings and recommendations, together with its reasons, shall be submitted as a written report to both parties, at the addresses indicated in Section 21, below. If a unanimous decision proves impossible, the dissenting member may prepare a minority report.

Nonbinding Nature of ADRB Recommendations: Although both parties should strongly consider the ADRB recommendations, such recommendations are not binding.

Either party may appeal to the ADRB for reconsideration of a recommendation when there is new evidence to present. If the ADRB's recommendations do not resolve the dispute, however, it is the intent of the parties that all documents submitted to it and its hearing record and written report pertaining to the dispute will be admissible as evidence, to the extent permitted by applicable law, in any subsequent proceeding.

SECTION 21: NOTICES

All notices required hereunder may be given by personal delivery, U.S. mail, courier service (e.g. federal express) or telecopier transmission. Notices shall be effective upon receipt at the following addresses:

To BART by U.S. Mail:

San Francisco Bay Area
Rapid Transit District
P.O. Box 12688
Oakland, CA 94604-2688
Attention: General Manager
Telefax (510)-464-6009

San Francisco Bay Area
Rapid Transit District
979 Broadway
Millbrae, CA 94030
Attention: Executive Manager
Telefax (650)-689-8321

To BART by personal or
special delivery

San Francisco Bay Area
Rapid Transit District
979 Broadway
Millbrae, CA 94030
Attention: Executive Manager

San Francisco Bay Area
Rapid Transit District
800 Madison Street
Oakland, CA 94604-2688
Attention: General Manager

To Town:

Town of Colma
El Camino Real
Colma, CA 94014
Attention: Town Manager
By telefax (650)-997-8308

SECTION 22: PARTIES NOT CO-VENTURERS

Nothing in this Agreement is intended to nor does establish the Parties as partners, co-venturers or principal and agent with one another.

SECTION 23: FURTHER ASSURANCES

- A. Each party shall execute and deliver to the other all such additional instruments or documents as may be necessary to carry out this Agreement or to assure and secure to the other party the full and complete enjoyment of its rights and privileges under this Agreement, subject to appropriate approvals of each party's governing body.

- B. The Town agrees to establish and maintain records pertaining to the fiscal activities of the Project, which records shall show the actual time devoted and the costs incurred by the Town with respect to any work performed under this Agreement. The accounting systems of the Town shall conform to generally accepted accounting principles, and all records shall provide a breakdown of total costs charged to the Project, including properly executed payrolls, time records, invoices and vouchers. Upon written request, the Town shall, at a mutually convenient time, permit BART to inspect, examine, re-examine, and copy the Town's books, records, accounts, and any and all data relevant to this Agreement for the purpose of auditing and verifying statements, invoices or bills submitted by the Town pursuant to this Agreement, and shall provide

such assistance as may be reasonably required in the course of such inspection. The Town shall, at BART's request, provide a letter of representation concerning its usual and ordinary charges for work similar to the work to be performed under this Agreement, as well as the accounting systems utilized by the Town for work to be performed under this Agreement.

C. BART reserves the right to examine and re-examine such books, records, payrolls, accounts and data during the three (3) year period after final payment under this Agreement and until all pending matters are closed, and the Town shall in no event dispose of said books, records, payrolls, accounts and data in any manner whatsoever for three (3) years after the final payment under this Agreement or until all pending matters are closed, whichever is later.

D. Pursuant to California Government Code Section 8546.7, the Parties shall be subject to the examination and audit of the State Auditor, at the request of BART or as part of any audit of BART by the State Auditor, for a period of three (3) years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

SECTION 24: NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS

No Director, member, official, employee or agent of the Town or BART shall be personally liable to any party to this Agreement or any successor in interest in the event of any default

or breach of this Agreement or for any amount which may become due on any obligation under the terms of this Agreement.

SECTION 25: HEADINGS AND TITLES

Any titles of the paragraphs of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any part of its provisions.

SECTION 26: APPLICABLE LAW

This Agreement shall be interpreted under and pursuant to the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties to this Agreement shall be the Superior Court of San Mateo County.

SECTION 27: SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

SECTION 28: BINDING UPON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the transferees, successors and assigns of each of the Parties to it, except that there shall be no transfer of any interest by any of the Parties to this Agreement except pursuant to the terms of the Agreement.

SECTION 29: REMEDIES NOT EXCLUSIVE

No right or remedy conferred upon or reserved to BART or the Town under this Agreement is intended to be exclusive of any other right or remedy, except as expressly stated in this Agreement, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited in this Agreement.

SECTION 30: FORCE MAJEURE

In addition to specific provisions of this Agreement, performance by either party shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, quarantine restrictions, casualties, acts of God, acts of the public enemy, epidemic, government restrictions on priorities, freight embargoes, shortage of labor or materials, unusually inclement weather, lack of transportation, court order, or any other similar causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other party within thirty (30) days from the commencement of the cause and such extension is not rejected in writing by the other party within thirty (30) days of receipt of the notice. Time of performance under this Agreement may also be extended by mutual written agreement, signed by both Parties.

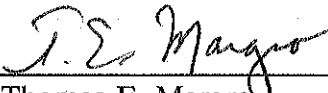
SECTION 31: INTEGRATION

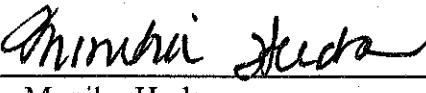
This Agreement represents the full, complete and entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all other communications, representations, proposals, understandings or agreements, whether written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by an authorized officer or representative of each of the parties hereto.

This Agreement is made and entered into as of the date set forth above.

SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT

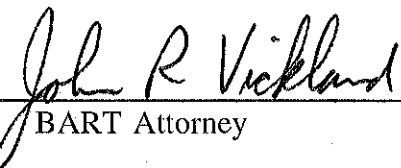
TOWN OF COLMA

By: 
Thomas E. Margro
General Manager

By: 
Monika Hudson
Town Manager

APPROVED AS TO FORM:
Office of the General Counsel

APPROVED AS TO FORM:
Office of the Town Attorney

By: 
BART Attorney

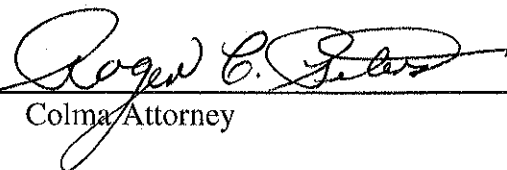
By: 
Colma Attorney

EXHIBIT 1

Exhibit 1

Review of Plans and Specifications and related work to be reimbursed under the provisions of Section 2.C.:

1. Review plans affecting fire safety.
2. Monitor infrastructure for damage caused by BART construction activities and give notice to BART to repair said damage.
3. Inspect Town infrastructure for damage or destruction after construction of project and inspect remedial work.
4. Consult with BART before and after pavement surveys, and participate in, review, and comment on those surveys.
5. Review contractor's traffic plans showing haul routes, temporary closures, and methods of traffic maintenance and staging.
6. Monitor haul roads for dust and dirt generation and call for cleanup.
7. Implement approvals for street closures upon notification.
8. Coordinate with BART relating to short term traffic blockages.
9. Participate in meetings called by BART for review of plans and construction progress.
10. Consult with and comment to BART on Town owned irrigation systems and landscaping that might be affected by construction activities.

EXHIBIT 2

MTC PCI Index

and

Methodology

MTC

PAVEMENT MANAGEMENT SYSTEM

USER'S GUIDE

DECEMBER 1988



JOSEPH P. BORT METROCENTER • 101 EIGHTH STREET • OAKLAND, CA 94607-4700 • (415) 464-7700 • FAX: (415) 464-7848

Table E-1. Maintenance and Rehabilitation Treatments with Associated Unit Costs in \$/SY in 1985.

MAINTENANCE TREATMENT		\$/SY.	
1.	RECONST. SURFACE & BASE	ART	\$38.13
		COL	\$32.44
		RES	\$26.75
2.	RECONSTRUCT. SURFACE	ART	\$14.00
		COL	\$11.38
		RES	\$8.75
3.	THICK AC OVERLAY (2.5")	ART	\$5.93
		COL	\$5.73
		RES	\$5.53
4.	THIN AC OVERLAY (1.5")		\$3.45
5.	AC OVERLAY (1.5") W/FABRIC		\$4.58
6.	SAMI & THIN AC OVERLAY		\$5.50
7.	HEATER SCARIFY & THIN AC OVERLAY		\$5.70
8.	SLURRY SEAL		\$0.42
9.	SINGLE CHIP SEAL		\$0.51
10.	DOUBLE CHIP SEAL		\$0.92
11.	RUBBERIZED CHIP SEAL (2% LATEX)		\$1.25
12.	CHIP SEAL & SLURRY SEAL		\$1.00
13.	SEAL CRACKS (\$/ln ft)		\$0.60
14.	REJUVENATING TREATMENT		\$0.22
15.	SKIN PATCH		\$5.00
16.	SHALLOW PATCH		\$19.16
17.	DEEP PATCH		\$32.67

METHODOLOGY

To establish a systematic approach to pavement repairs related to construction haul routes, the following approach was taken. The foundation for this system is MTC's Pavement Management System (PMS) and its Pavement Condition Index (PCI). In the PMS User's Guide (1988), Section 7 correlates rehabilitation needs with budget parameters. As applied in San Bruno, three levels of rehabilitation are used:

1. Thin overlay (1.5") for streets with a PCI above 50.
2. Thick overlay (2.5") for streets with a PCI between 25 and 50.
3. Reconstruction of pavement only for streets with a PCI below 25.

In Table E-1 (attached), units costs for these treatments are listed. These are presented in a "per square yard" basis. Assuming that the cost for any treatment will bring a pavement back to a PCI of 100, the incremental (or "per PCI point") cost would be computed by dividing the listed cost by the maximum number of PCI points that a particular treatment can produce. Additionally, the listed costs are for 1985. To inflate these costs to 1997, the Engineering News Record's "Construction Cost Index" (attached) is applied. The factor for this step is computed as 1.325. Referring to the three treatments above, Table E-1, and the inflation factor, the table below represents the incremental costs.

Street Type	Arterial		Collector		Residential	
	1985/sy	1997/sy/pt	1985/sy	1997/sy/pt	1985/sy	1997/sy/pt
Thin Overlay 100 < PCI < 50 (50 points)	3.45	0.0914	3.45	0.0914	3.45	0.0914
Thick Overlay 50 < PCI < 25 (75 points)	5.93	0.1043	5.73	0.1012	5.53	0.0977
Reconstruct Surface 25 < PCI > 0 (100 points)	14.00	0.1855	11.38	0.1608	8.75	0.1139

The costs in the columns labeled "1985/sy" are directly from Table E-1. Values in the shaded columns are the incremental costs to be applied to pavement repair assessments, or assessment rates.

Application of Incremental Costs

The methodology to be used includes a preconstruction survey using the MTC guidelines for establishing the PCI. This will be done for the entire surface area of a street, and will be conducted jointly by both the City's representative and the BART's representative. The amount of area included into each PCI segment can be agreed upon in the field, but is not recommended to include more than 500 linear feet. The results of the survey will be recorded and the PCIs computed. After construction has ceased, the same procedure will be followed, and any decrease in PCI will be used as basis for computing the dollar value of the damage.

BART will pay this amount to the City, and the City will then use the funds toward the maintenance/rehabilitation of the street on its own schedule. This method avoids three problems common to the process: 1) the procedure is established up front, thus arguments concerning the method of assessment or repair are avoided, 2) BART can avoid making repairs that bring a street to a PCI of 100 when it may have been much less prior to beginning work, and 3) BART can be assessed for small amounts of damage that previously had not been corrected because they did not warrant repairs at the time. The pre-construction PCI will govern the rate category.

For any projects for which the haul routes are used for more than one year, the change in PCI will be reduced by an amount which represents normal wear and tear expected on the pavement. Each treatment category is assigned a PCI discount based on the number of years that a pavement would take to reach the lowest PCI in the category. For the thin overlay category, the 50 PCI point drop would be reached in 20 years, or 2.5 points per year. For the thick overlay, the discount (based on 75 points over 25 years) is 3.0 points per year, and for reconstruction, the discount (based on 100 points over 30 years) is 3.3 points per year.

In addition to this assessment method, a minimum serviceability must be maintained by BART. That is to say all potholes and other damage that affects whether the street is serviceable must be repaired on an ongoing basis as determined by the City Engineer during construction.

Proposed standard language for permits is below:

Prior to commencement of any hauling, a joint survey shall be performed by the City and BART to establish the Pavement Condition Index (PCI) for each segment of all haul routes. This survey and subsequent PCI computation shall follow the MTC guidelines. Upon cessation of hauling, a post-construction survey shall be performed to establish the change in PCI. Prior to finalizing the permit, BART shall pay the City an amount computed using the following formulas. These amounts shall be adjusted annually using the construction cost index of the Engineering News Record.

Assessment = PCI Change x Affected Area x Assessment Rate

	Arterial	Collector	Residential
Thin Overlay 100 < PCI < 50 (50 points)	0.0914	0.0914	0.0914
Thick Overlay 50 < PCI < 25 (75 points)	0.1048	0.1012	0.0977
Reconstruct Surface 25 < PCI > 0 (100 points)	0.1855	0.1508	0.1159

The PCI change is the difference between the Pre-construction PCI and the Post-construction PCI. For haul routes in use for over one year, a PCI discount will be applied against the PCI change as listed below:

Treatment Category	PCI Discount
Thin Overlay	2.5 points per year
Thick Overlay	3.0 points per year
Reconstruction	3.3 points per year

If the Post-construction PCI is higher than the Pre-construction PCI, the PCI change shall be considered to be zero.

Additionally, the Contractor shall be responsible for maintaining all haul routes in a serviceable condition by repairing all potholes and other defects affecting general serviceability throughout hauling activities as directed by the City Engineer.

EXAMPLES

Three examples are shown below. These are based on a haul route that is a 1,000 feet long, 40' wide collector street. The PCI is measured in 5 - 200' increments. The haul route is used for just over one year, so a PCI discount is included.

EXAMPLE "A"	Roadway Segment				
PCI Before	74	78	65	71	72
PCI After	70	76	52	66	69
PCI Change	4	2	13	5	3
PCI Discount	2.5	2.5	2.5	2.5	2.5
Final PCI Change	1.5	0	10.5	2.5	0.5
Affected Area (200 x 40 / 9 = 889)	889	889	889	889	889
Assessment Rate	0.0914	0.0914	0.0914	0.0914	0.0914
Cost	122	0	853	203	41
TOTAL ASSESSMENT					\$1,219

EXAMPLE "B"	Roadway Segment				
PCI Before	55	62	58	54	60
PCI After	49	59	47	46	47
PCI Change	6	3	11	8	13
PCI Discount	2.5	2.5	2.5	2.5	2.5
Final PCI Change	3.5	0.5	8.5	5.5	10.5
Affected Area (200 x 40 / 9 = 889)	889	889	889	889	889
Assessment Rate	0.1012	0.1012	0.1012	0.1012	0.1012
Cost	315	45	765	495	945
TOTAL ASSESSMENT					\$2,564

EXAMPLE "C"	Roadway Segment				
PCI Before	24	21	19	22	17
PCI After	20	17	7	14	4
PCI Change	4	4	12	8	13
PCI Discount	2.5	2.5	2.5	2.5	2.5
Final PCI Change	1.5	1.5	9.5	5.5	10.5
Affected Area (200 x 40 / 9 = 889)	889	889	889	889	889
Assessment Rate	0.1508	0.1508	0.1508	0.1508	0.1508
Cost	201	201	1,274	737	1,408
TOTAL ASSESSMENT					\$3,821

BUILDING COST INDEX (BCI) - (1913 = 100)
 CONSTRUCTION COST INDEX (CCI) - (1913 = 100)

San Francisco Bay Region
 Published by "Engineering News Record"

BCI: Index: 3704.86 Jun 1997
 CCI: Index: 6700.22 Jun 1997
 ENR Issue: 06/02/97

— Building Cost Index (BCI) —					— Construction Cost Index (CCI) —				
Year	Month	Index	Adjustment Factor	1 Over Factor	Year	Month	Index	Adjustment Factor	1 Over Factor
1967	Dec	784.39	4.847	0.206	1967	Dec	1317.62	5.09	0.20
1968	Dec	833.84	4.443	0.225	1968	Dec	1413.24	4.741	0.211
1969	Dec	834.84	4.438	0.225	1969	Dec	1476.41	4.538	0.220
1970	Dec	927.48	3.995	0.250	1970	Dec	1598.08	4.193	0.239
1971	Dec	1082.28	3.423	0.292	1971	Dec	1849.48	3.823	0.276
1972	Dec	1180.53	3.115	0.321	1972	Dec	2021.54	3.314	0.302
1973	Dec	1240.77	2.984	0.337	1973	Dec	2235.84	2.997	0.334
1974	Dec	1389.03	2.687	0.375	1974	Dec	2508.50	2.871	0.374
1975	Dec	1508.51	2.458	0.407	1975	Dec	2807.07	2.387	0.419
1976	Dec	1688.84	2.194	0.458	1976	Dec	3104.02	2.159	0.463
1977	Dec	1788.85	2.095	0.477	1977	Dec	3150.78	2.127	0.470
1978	Dec	1940.78	1.909	0.524	1978	Dec	3412.20	1.984	0.509
1979	Dec	2172.86	1.705	0.587	1979	Dec	3808.14	1.760	0.568
1980	Dec	2395.21	1.547	0.647	1980	Dec	4371.98	1.533	0.653
1981	Dec	2558.49	1.448	0.691	1981	Dec	4592.45	1.459	0.685
1982	Dec	2709.98	1.323	0.758	1982	Dec	4893.30	1.342	0.745
1983	Dec	2828.13	1.311	0.763	1983	Dec	5122.74	1.308	0.765
1984	Dec	2758.35	1.344	0.744	1984	Dec	5040.13	1.327	0.754
1985	Dec	2819.50	1.314	0.781	1985	Dec	5055.04	1.325	0.754
1986	Dec	2881.47	1.251	0.798	1986	Dec	5508.43	1.218	0.822
1987	Dec	3044.27	1.217	0.822	1987	Dec	5732.37	1.189	0.858
1988	Dec	3076.27	1.204	0.830	1988	Dec	5734.48	1.188	0.858
1989	Jan	3078.27	1.204	0.830	1989	Jan	5734.48	1.188	0.858
	Apr	3083.88	1.201	0.832		Apr	5742.09	1.187	0.857
	Jul	3074.36	1.205	0.830		Jul	5732.57	1.189	0.858
	Oct	3074.36	1.205	0.830		Oct	5732.57	1.189	0.858
1990	Jan	3119.95	1.187	0.842	1990	Jan	5932.57	1.129	0.885
	Apr	3148.09	1.178	0.849		Apr	5958.71	1.124	0.889
	Jul	3224.47	1.149	0.870		Jul	6042.55	1.109	0.902
	Oct	3231.89	1.146	0.872		Oct	6042.55	1.108	0.902
1991	Jan	3245.04	1.142	0.876	1991	Jan	6055.81	1.106	0.904
	Apr	3180.42	1.165	0.858		Apr	5990.99	1.118	0.894
	Jul	3215.88	1.152	0.888		Jul	6131.10	1.093	0.916
	Oct	3215.81	1.152	0.888		Oct	6131.04	1.093	0.916
1992	Jan	3289.55	1.139	0.883	1992	Jan	6220.71	1.077	0.928
	Apr	3222.75	1.150	0.870		Apr	6234.31	1.075	0.930
	Jul	3266.44	1.134	0.882		Jul	6270.82	1.089	0.938
	Oct	3282.98	1.129	0.886		Oct	6285.42	1.088	0.938
1993	Jan	3298.40	1.124	0.890	1993	Jan	6293.15	1.085	0.939
	Mar	3308.48	1.119	0.893		Mar	6388.20	1.052	0.950
	Apr	3316.22	1.117	0.898		Apr	6374.98	1.051	0.951
	May	3338.18	1.110	0.901		May	6394.92	1.048	0.954
	Jun	3378.80	1.097	0.911		Jun	6488.85	1.038	0.965
	Jul	3409.91	1.088	0.920		Jul	6488.85	1.038	0.965
	Aug	3421.88	1.083	0.924		Aug	6478.82	1.034	0.967
	Sep	3483.34	1.070	0.935		Sep	6489.09	1.033	0.968
	Oct	3435.77	1.078	0.927		Oct	6489.09	1.033	0.968

BUILDING COST INDEX (BCI) - (1913 = 100)
 CONSTRUCTION COST INDEX (CCI) - (1913 = 100)

San Francisco Bay Region
 Published by "Engineering News Record"

BCI Index: 3704.86 Jun 1997
 CCI Index: 6700.22 Jun 1997
 ENR Issue: 06/02/97

— Building Cost Index (BCI) —					— Construction Cost Index (CCI) —				
Year	Month	Index	Adjustment Factor	1 Over Factor	Year	Month	Index	Adjustment Factor	1 Over Factor
1994	Nov	3434.46	1.079	0.927	1994	Nov	6484.36	1.033	0.968
	Dec	3428.04	1.081	0.925		Dec	6477.95	1.034	0.967
	Jan	3438.60	1.077	0.928		Jan	6488.51	1.033	0.968
	Feb	3448.79	1.074	0.931		Feb	6488.70	1.031	0.970
	Mar	3487.40	1.068	0.936		Mar	6517.31	1.028	0.973
	Apr	3471.38	1.067	0.937		Apr	6521.28	1.027	0.973
	May	3480.14	1.065	0.939		May	6538.04	1.025	0.976
	Jun	3499.57	1.059	0.945		Jun	6557.48	1.022	0.979
	Jul	3509.53	1.056	0.947		Jul	6567.44	1.020	0.980
	Aug	3510.41	1.055	0.948		Aug	6550.00	1.023	0.978
	Sep	3513.90	1.054	0.948		Sep	6553.57	1.022	0.978
	Oct	3513.90	1.054	0.948		Oct	6553.57	1.022	0.978
	Nov	3528.79	1.050	0.952		Nov	6537.97	1.025	0.978
	Dec	3519.17	1.053	0.950		Dec	6530.35	1.026	0.975
1995	Jan	3507.20	1.058	0.947	1995	Jan	6518.38	1.028	0.973
	Feb	3507.20	1.058	0.947		Feb	6518.38	1.028	0.973
	Mar	3505.61	1.057	0.948		Mar	6518.79	1.028	0.973
	Apr	3508.56	1.056	0.947		Apr	6519.51	1.028	0.973
	May	3514.80	1.054	0.948		May	6524.95	1.027	0.974
	Jun	3531.80	1.049	0.953		Jun	6542.75	1.024	0.976
	Jul	3542.11	1.046	0.956		Jul	6552.16	1.023	0.978
	Aug	3557.91	1.041	0.960		Aug	6577.95	1.019	0.982
	Sep	3549.95	1.044	0.958		Sep	6589.99	1.020	0.981
	Oct	3579.79	1.035	0.968		Oct	6582.50	1.018	0.982
	Nov	3589.42	1.038	0.963		Nov	6572.14	1.019	0.981
	Dec	3581.60	1.040	0.961		Dec	6558.16	1.022	0.979
1996	Jan	3550.17	1.044	0.958	1996	Jan	6548.74	1.023	0.977
	Feb	3540.38	1.046	0.958		Feb	6550.94	1.022	0.979
	Mar	3537.20	1.047	0.955		Mar	6553.82	1.022	0.976
	Apr					Apr			
	May	3534.30	1.048	0.954		May	6550.87	1.023	0.978
	Jun					Jun			
	Jul	3540.03	1.047	0.958		Jul	6556.59	1.022	0.979
	Aug	3512.29	1.055	0.948		Aug	6528.85	1.026	0.974
	Sep	3531.59	1.049	0.953		Sep	6548.15	1.023	0.977
	Oct					Oct			
	Nov					Nov			
	Dec	3533.05	1.049	0.954		Dec	6549.61	1.023	0.978
1997	Jan	3532.30	1.049	0.953	1997	Jan	6548.86	1.023	0.977
	Feb	3544.72	1.045	0.957		Feb	6561.29	1.021	0.979
	Mar					Mar			
	Apr					Apr			
	May					May			
	Jun	3704.86	1.000	1.000		Jun	6700.22	1.000	1.000
	Jul					Jul			
	Aug					Aug			
	Sep					Sep			



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Michael P. Laughlin, City Planner
Jonathan Kwan, Assistant Planner
Katherine Sheehan, NPDES Program Coordinator

VIA: Sean Rabé, City Manager

MEETING DATE: May 10, 2017

SUBJECT: Green Infrastructure Plan

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION OF THE TOWN OF COLMA TO APPROVE A WORKPLAN TO DEVELOP A GREEN INFRASTRUCTURE PLAN IN ACCORDANCE WITH PROVISION C.3.J OF THE MUNICIPAL REGIONAL PERMIT, AND FINDING THE ACTION TO BE EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES 15061(B)(3) AND 15306

RESOLUTION AMENDING SUBCHAPTER 1.15 OF THE COLMA ADMINISTRATIVE CODE TO INCLUDE GREEN INFRASTRUCTURE, AND FINDING THE ACTION TO BE EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES 15301(C), 15302, AND 15303

EXECUTIVE SUMMARY

The Town of Colma is required under the Municipal Regional Permit (MRP) for stormwater to develop a Green Infrastructure Plan that demonstrates how the Town will improve storm drain infrastructure to manage and reduce pollutants in stormwater runoff. The City/County Association of Governments (C/CAG) has developed a Green Infrastructure Workplan for use by all jurisdictions in the County. Staff is recommending that the City Council adopt this workplan that includes activities through the year 2020. In addition, staff is recommending that the City Council implement one policy related requirement under the workplan by making a minor amendment to the Town's Administrative Code.

FISCAL IMPACT

A short-term cost for Staff is associated with this project as Staff works to develop and implement the Workplan for the Green Infrastructure Plan. Long term costs are unknown as the amount of pollutant load reduction and number of green infrastructure projects have not been determined. C/CAG anticipates initial estimates of public vs. private green infrastructure needs for both short- and long-term load reduction requirements will be available to the Town by the

end of Fiscal Year 16-17. This information will inform overall development of green infrastructure plans throughout San Mateo County, impact discussions about long-term implementation costs and funding options, and will be discussed in future presentations to the City Council as the Town's Green Infrastructure Plan is developed. The green infrastructure projects will most likely be funded on a project basis through the CIP program.

BACKGROUND AND ANALYSIS

The San Francisco Bay Regional Water Quality Control Board's Municipal Regional Permit (MRP) regulates pollutants in stormwater runoff from municipal storm drain systems throughout San Mateo, Santa Clara, Alameda, and Contra Costa Counties. Provision C.3.j of the MRP requires each jurisdiction subject to the MRP, including the Town of Colma, to develop a Green Infrastructure Plan that demonstrates how each jurisdiction will gradually shift from traditional "gray" storm drain infrastructure—which channels polluted runoff directly into receiving waters without treatment—to a more resilient and sustainable storm drain system comprised of "green" infrastructure, which captures, stores and treats stormwater using specially designed landscape systems. In addition to managing runoff in a more sustainable fashion, the Green Infrastructure Plans must be designed to collectively achieve specific reductions in mercury and polychlorinated biphenyls (PCBs) in stormwater runoff by 2020 and 2040, per Provisions C.11 and C.12 in the MRP.

The Green Infrastructure Plans must:

- Include a mapping and prioritization mechanism to identify and prioritize both private and public green infrastructure project opportunities;
- Identify locations and timeframes for implementing green infrastructure, including numeric targets for retrofitting impervious areas to achieve mandated pollutant load reductions;
- Utilize a regionally consistent process for tracking and mapping completed projects to ensure progress towards meeting the pollutant load reduction targets;
- Include and/or reference design and construction guidelines and standard specifications and details for green infrastructure to guide and enable the completion of projects;
- Integrate with other planning efforts, including updating relevant plans, policies, codes, and ordinances to incorporate green infrastructure for stormwater management to support the implementation of project opportunities;
- Evaluate long-term funding options for design, construction, and long-term operations and maintenance, from the Town and other sources;
- Incorporate any necessary legal mechanisms to enable implementation of the plan and projects within and by the Town; and,
- Include public outreach on development and implementation of the plan.

The Town's Green Infrastructure Plan must be developed and submitted to the Water Board in September of 2019. In advance of this deadline, the City Council must approve a framework or

workplan for developing the plan by June 30, 2017. C/CAG and its consultants have worked with the Town to develop model green infrastructure planning materials, including the attached Workplan. The Workplan details the various activities necessary for creating a Green Infrastructure Plan compliant with MRP requirements, and indicates which aspects of the Green Infrastructure Plan will be undertaken by C/CAG and which must be done by the Town.

One of the tasks is to revise existing planning documents to include Green Infrastructure. C/CAG has reviewed Colma's existing planning policy documents and is recommending that the Town revise the Circulation Element, Subchapter 5.11 of the Colma Municipal Code, and Subchapter 1.15 of the Colma Administrative Code. The Circulation Element update will follow the General Plan Update and be made later. Staff is recommending that the Administrative Code Amendment be made now. Staff is recommending waiting on any amendments are made to the Municipal Code until the workplan is close to completion.

In 2013, The Town adopted a Climate Action Plan (CAP). As an action item of the CAP, the Town adopted a Sustainability Policy which is part of the Town's Administrative Code. This policy provides direction for Town purchasing, increasing energy efficiency, decreasing water use, green building and reducing waste. It is recommended that the following amendments be made to Administrative Code:

- Under increasing water efficiency and improving water quality, text is recommended to be added that will consider the use of permeable paving in the right-of-way.
- Under increasing water efficiency and improving water quality, text is recommended to consider opportunities for green streets infrastructure.

CEQA Consideration

Approval of this workplan is exempt from further environmental review under 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 pursuant to CEQA Guideline 15061(b)(3). The workplan activities generally include mapping potential projects, developing a process to track and map completed projects, and developing project guidelines and specifications, which are preliminary to adopting the Green Infrastructure Plan. In the alternative, the approval of the workplan is exempt pursuant to a Class 6 categorical exemption (State CEQA Guidelines, § 15306), which consists of basic data collection, research, experimental management and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. The workplan involves activities strictly for information gathering purposes and as part of a study that will lead to the adoption of a Green Infrastructure Plan which the Town of Colma has not yet approved, adopted or funded.

The addition of Green Infrastructure policies to the Administrative Code could result in the construction or installation of green infrastructure improvements such as landscaping, irrigation, bioswales, stormwater capture devices, pervious paving and raingardens that will improve the water quality of stormwater within existing Town right-of-way or other existing facilities, or within new construction, replacement or conversion of small structures. This action qualifies for the Class 1 categorical exemption (CEQA Guidelines Section 15301) for the minor alteration of existing public or private structures such as highways, streets, sidewalks, gutters, bicycle and

pedestrian trails by adding green infrastructure improvements that would involve no or negligible expansion of existing use. The Green Infrastructure policies also qualify for the Class 2 exemption (CEQA Guidelines Section 15302) because it would involve replacing existing storm drainage or pervious surfaces with green infrastructure improvements and would have substantially the same purpose and capacity as the structures replaced. Further, the addition of the Green Infrastructure policies qualifies for the Class 3 exemption (CEQA Guidelines Section 15303) to the extent new green infrastructure will be incorporated into new construction.

Council Adopted Values

The recommendation is consistent with the Council value of *vision* because it considers the future health, safety and welfare of the Town and its residents.

Sustainability Impact

The approval of this project provides a workplan to promote the development of green infrastructure within the Town, which will result in environmental improvement when projects are implemented. Thus, the actions recommended ultimately will have a positive sustainability impact.

Alternatives

The City Council could choose not to not adopt the resolution adopting the workplan. If this action is taken, the Town would need to create an alternative workplan or else be out of compliance with Provision C.3.j of the MRP. This option is not recommended since it could result in penalties from the Regional Water Quality Control Board.

The City Council could also choose to not adopt the resolution amending the Administrative Code. While not required at this time, this amendment is an action item of the Workplan in the future. This action is not recommended since the required change is known and will be required in the near future.

CONCLUSION

Staff recommends the City Council adopt the resolution to approve the plan to develop a Green Infrastructure Workplan and adopt the resolution amending Subchapter 1.15 of the Colma Administrative Code.

ATTACHMENTS

- A. Resolution Approving the Workplan for the Green Infrastructure Plan with Exhibit A: Workplan for the Green Infrastructure Plan
- B. Resolution Amending the Administrative Code

**RESOLUTION NO. 2017-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION OF THE TOWN OF COLMA TO APPROVE A WORKPLAN TO
DEVELOP A GREEN INFRASTRUCTURE PLAN IN ACCORDANCE WITH
PROVISION C.3.J OF THE MUNICIPAL REGIONAL PERMIT, AND
FINDING THE ACTION TO BE EXEMPT FROM ENVIRONMENTAL REVIEW
PURSUANT TO CEQA GUIDELINES 15061(B)(3) AND 15306**

1. Background.

(a) The San Francisco Bay Regional Water Quality Control Board's Municipal Regional Permit (MRP) regulates stormwater discharges from municipal storm drain systems throughout San Mateo County, including the Town of Colma.

(b) Provision C.3.j of the MRP requires each permittee to develop a Green Infrastructure Plan that demonstrates how permittees will gradually shift from the traditional "gray" storm drain infrastructure which channels polluted runoff directly into receiving waters without treatment– to a more resilient and sustainable storm drain system comprised of "green" infrastructure, which captures, stores and treats stormwater.

(c) The MRP also requires that Green Infrastructure Plans be collectively designed to achieve specific reductions in mercury and PCBs (polychlorinated biphenyls) within specific time horizons.

(d) All permittees under the MRP are required to approve a workplan for developing a Green Infrastructure Plan by June 30, 2017.

(e) The City/County Association of Governments of San Mateo County (C/CAG) has been working with the Town of Colma to develop model green infrastructure planning documents, including a model workplan.

(f) The attached workplan (Exhibit A) details the required tasks to develop a Green Infrastructure Plan compliant with MRP requirements, including those aspects that will be implemented by C/CAG and those by local agencies.

(g) The Town of Colma is committed to complying with requirements of the MRP.

2. CEQA

The City Council finds that approval of this workplan is exempt from further environmental review under 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 pursuant to CEQA Guideline 15061(b)(3). The workplan activities generally include mapping potential projects, developing a process to track and map completed projects, and developing project guidelines and specifications, which are preliminary to adopting the Green Infrastructure Plan. In the alternative, the approval of the workplan is exempt pursuant to a Class 6 categorical exemption

(State CEQA Guidelines, § 15306), which consists of basic data collection, research, experimental management and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. The workplan involves activities strictly for information gathering purposes and as part of a study that will lead to the adoption of a Green Infrastructure Plan which the Town of Colma has not yet approved, adopted or funded.

Order

(a) The City Council hereby approves the attached workplan (Exhibit A) for developing a Green Infrastructure Plan.

Certification of Adoption

I certify that the foregoing Resolution No. 2017-## was duly adopted at a regular meeting of said City Council held on May 10, 2017 by the following vote:

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

Dated _____

Helen Fiscaro, Mayor

Attest: _____
Caitlin Corley, City Clerk

ATTACHMENT 2

MEMORANDUM

Date: December 6, 2016
 To: Green Infrastructure Technical Advisory Committee
 CC: Matt Fabry, City/County Association of Governments, SMCWPPP
 From: Phil Erickson and Connie Goldade, Community Design + Architecture, Inc.
 Re: Revised Final Green Infrastructure Plan Workplan Annotated Outline: in response to member agency comments

Green Infrastructure Plan Workplan

The following provides an annotated outline for the development of each Permittee's Green Infrastructure Plan (GIP) Workplan (Workplan). This Workplan will layout the specific tasks that need to be completed in order for the Permittee to complete the preparation of the various components of the Green Infrastructure Plan, and the timeline for their completion by the deadlines defined within the Municipal Regional Stormwater NPDES Permit (MRP).

Note that the GIP Workplan documentation is to be submitted in the 2017 Annual Report, including documentation that the Workplan was approved by each Permittee's governing body, mayor, city manager, or county manager by June 30, 2017; per Provision C.3.j.i.(5) of the MRP.

NOTE: There were requests to make the task tables in this memorandum more focused on the work of the member agency staff, and there is also interest in accelerating the production of various model documents to allow member agencies more time for customization of the model documents and/or the local review and adoption process that is necessary for completing the GI Plan. The tables in the memorandum and the supporting, attached, timeline have been revised to reflect these requests. Tables in the memorandum have changes in schedule noted in [brackets and highlighted in yellow]. Also, note that the revised schedule has 10 GI TAC meetings from December 2016 to August 2018, where the earlier schedule had 7 GI TAC meetings; you can anticipate that in addition to this change that 1 to 3 more GI TAC meetings may be needed to maintain the accelerated schedule. This would mean a total of 11 to 14 GI TAC meetings from now to August 2018.

Statement of Purpose

The statement of purpose is a minimum requirement for the Workplan per the MRP (Provision C.3.j.i.(1)). This is the Permittee's statement of purpose for their GIP which could be derived from the GIP purpose that was provided by the Regional Water Quality Control Board, in response to comments on the draft MRP:

The Green Infrastructure Plan is intended to describe how Permittees will shift their impervious surfaces and storm drain infrastructure from gray (traditional) to green. That is, the Plan should describe how the Permittees will change over time infrastructure that



Philip Erickson, Architect, AIA
 Timothy Rood, AICP, LEED AP ND



350 Frank Ogawa Plaza, 5th Flr
 Oakland, California 94612
 Telephone 510.839.4568
 Facsimile 510.839.4570
 www.community-design.com

directs runoff directly into storm drains and receiving waters to green infrastructure that slows runoff by dispersing it to vegetated areas, harvests and uses runoff, promotes infiltration and evapotranspiration, and uses bioretention and other green infrastructure practices to treat stormwater runoff.

Therefore, one of the required elements for the Plan is for Permittees to self determine and establish “targets” for the amount of impervious surface to be retrofitted with green infrastructure.

In addition, the introduction to Provision C.3.j states what the Board intends the Green Infrastructure Plans to achieve:

“The Plan is intended to serve as an implementation guide and reporting tool during this and subsequent Permit terms to provide reasonable assurance that urban runoff TMDL wasteload allocations (e.g., for the San Francisco Bay mercury and PCBs TMDLs) will be met, and to set goals for reducing, over the long term, the adverse water quality impacts of urbanization and urban runoff on receiving waters. For this Permit term, the Plan is being required, in part, as an alternative to expanding the definition of Regulated Projects prescribed in Provision C.3.b to include all new and redevelopment projects that create or replace 5,000 square feet or more of impervious surface areas and road projects that just replace existing impervious surface area. It also provides a mechanism to establish and implement alternative or in-lieu compliance options for Regulated Projects and to account for and justify Special Projects in accordance with Provision C.3.e.

The Plan shall also identify means and methods to prioritize particular areas and projects within each Permittee’s jurisdiction, at appropriate geographic and time scales, for implementation of green infrastructure projects. Further, it shall include means and methods to track the area within each Permittee’s jurisdiction that is treated by green infrastructure controls and the amount of directly connected impervious area. As appropriate, it shall incorporate plans required elsewhere within this Permit, and specifically plans required for the monitoring of and to ensure appropriate reductions in trash, PCBs, mercury, and other pollutants.”

Member Agency Task	SMCWPPP Support	Timeframe
Review model Statement of Purpose for GIP Workplan.	Prepare model Statement of Purpose language.	January 2017
Develop Agency Statement of Purpose for GIP Workplan.	Finalize model language.	February 2017.
Adopt/approval of final statement of purpose.	Support per member agency request.	Complete by adoption/approval of member agency Workplan by June 30, 2017.

Required Green Infrastructure Plan Elements

A. Prioritization and Mapping of Green Infrastructure Potential and Planned Projects

This work covers three provisions for the Green Infrastructure Plan as defined in the MRP:

- Provision C.3.j.i.(2)(a): A mechanism (e.g., SFEI’s GreenPlanIT tool or another tool) to prioritize and map areas for potential and planned projects, both public and private, on a drainage-area-specific basis, for implementation over the following time schedules, which are consistent with the timeframes for assessing load reductions specified in Provisions C.11. and C.12.
 - (i) By 2020;
 - (ii) By 2030; and
 - (iii) By 2040.

The mechanism shall include criteria for prioritization (e.g. specific logistical constraints, water quality drivers (e.g. TMDLs), opportunities to treat runoff from private parcels in retrofitted street right-of-way) and outputs (e.g. maps, project lists) that can be incorporated into the Permittee’s long-term planning and capital improvement processes.

- Provision C.3.j.i. (2)(b): Outputs from the mechanism described above, including, but not limited to, the prioritization criteria, maps, lists, and all other information, as appropriate. Individual project-specific reviews completed using these mechanisms are not required to be submitted with the Plan, but shall be made available upon request.
- Provision C.3.j.i. (2)(c): Targets for the amount of impervious surface, from public and private projects, within the Permittee’s jurisdiction to be retrofitted over the following time schedules, which are consistent with the timeframes for assessing load reductions specified in Provisions C.11. and C.12.

Member Agency Task	SMCWPPP Support	Timeframe
A.1 Work with SMCWPPP to develop GIS-based modeling tool for use in mapping, prioritizing, and phasing of potential and planned projects.		
A.1.1 Provide data for drafting of San Mateo County Stormwater Resources Plan (SRP).	Prepare Draft SRP.	Work began in the second half of FY 15-16. Draft SRP review complete.
A.1.2 Support SMCWPPP development of tool during preparation of the Reasonable Assurance Analysis (RAA) to address mercury and PCBs TMDL implementation.	Further develop tool through the RAA process.	Review data input and results of tool, second half of FY 16-17.
A.1.3 Begin using web-based GIS tool ¹ for on-going tracking of GI implementation and to support MRP annual reporting.	Support per member agency request.	Tool to be available in second half of FY 16-17 for on-going use.

¹ As currently planned, this tool would allow for viewing of mapping and data. This tool will be accessible via the internet, and will not require a local GIS platform for a Member Agency to view GIS layers.

Member Agency Task	SMCWPPP Support	Timeframe
A.2 Develop prioritization criteria for GI project opportunities.		
A.2.1 Review preliminary criteria established as part of the SRP.	Prepare draft preliminary criteria.	Review draft SRP, task completed first half of FY 16-17.
A.3 Develop mapping and associated database of GI project opportunities with information needed to perform a prioritization assessment of the opportunities.		
A.3.1 Review methodology for new and redevelopment land area, and possible refinements to public property and public streets potential for GI	Develop methodology and initial land area estimate	TAC review in December 2016.
A.3.2 Review revised estimate of new and redevelopment area, and draft any refinements to property and public streets potential	Revise land use estimate	TAC review in February 2017.
A.3.1 Review refined mapping and database developed through the RAA, if needed.	Revise mapping and database, if needed.	Initial refinement complete in Feb/March 2017. Potential additional refinement finalized by June 2017.
A.4 Develop phasing plan for GI project opportunities consistent with timeframes of required Mercury and PCB load reductions, by 2020, by 2030, and by 2040; building from the work in identifying potential projects to achieve target load reductions and target amounts of impervious surface, from public and private projects, to be retrofitted over the same time schedule.		
A.4.1 Review volume/sediment capture goals to meet TMDL implementation milestones established through RAA.	Draft capture goals.	RAA finalized by end of June 2017.
A.5 Define the methodology for integration of the GI project opportunities phasing plan into Permittee's long-term planning and capital improvement plans and processes. This should include projects that are intended to be implemented following the current permit term; those that are intended to be implemented to achieve the 2030 and 2040 load reduction targets.¹		
A.5.1 Review draft model methodology.	Prepare draft methodology.	Review 1 st quarter FY 17-18.

¹ The workplan for completion of prioritized projects, those to be completed by 2020, is included in section F below, related to Provision C.3.j.i.(2)(j) of the MRP.

Member Agency Task	SMCWPPP Support	Timeframe
A.5.2 Review and finalize model methodology.	Refine methodology.	Review and comment on final draft, early November 2017. Accept final model methodology, December 2017.
A.6 Develop and integrate into GI Plan for adoption.	Begin 2nd quarter FY 17/18 and complete for inclusion in Annual Report submittal of September 30, 2019	

B. Develop process for tracking and mapping completed projects

This work covers needs of Provision C.3.j.i.(2)(d) of the MRP:

A process for tracking and mapping completed projects, public and private, and making the information publically available.

Member Agency Task	SMCWPPP Support	Timeframe
B.1 Work with SMCWPPP through GI TAC to identify model methodology for mapping and finalizing database information for projects as they are completed.	Develop publicly accessible element of web-based mapping and data tool.	July through mid-October 2017. [moved up completion 2-½ months]
B.2 Identify Permittee-specific department/division responsibilities for mapping and finalizing database information as projects are completed.	Support per member agency request.	December 2017 and February 2018. [moved up start 1 month]
B.3 Permittees implement pilot period of mapping and database management. During this period the public “portal” of the web-based mapping and data tool will also be piloted.	Support per member agency request.	Mid-February thru mid-May 2018. [moved up start ½ month]
B.4	Peer and SMCWPPP review of pilot period mapping and database revisions.	Late May 2018.
B.5	Refine web-based tool for use by member agencies.	June 2018.
B.6 Permittees’ refine and implement tracking procedures, defined under Item A above, and SMCWPPP refines the public “portal”.	Support per member agency request.	Start FY 18-19 and continue through permit term (December 31, 2020).

C. Develop overall Green Infrastructure guidelines, standard specifications, and design details

This work covers two provisions for the Green Infrastructure Plan as defined in the MRP:

- Provision C.3.j.i.(2)(e): *General guidelines for overall streetscape, and project design and construction so that projects have a unified, complete design that implements the range of functions associated with the projects. ...The guidelines should call for the Permittee to coordinate, for example, street improvement projects so that related improvements are constructed simultaneously to minimize conflicts that may impact green infrastructure.*
- Provision C.3.j.i.(2)(f): *Standard specifications and, as appropriate, typical design details and related information necessary for the Permittee to incorporate green infrastructure into projects in its jurisdiction.*

Member Agency Task	SMCWPPP Support	Timeframe
<p>C.1 Work with SMCWPPP through GI TAC to develop model San Mateo countywide guidelines, standard specifications, and design details, the <i>San Mateo County Model Green Infrastructure Guidelines and Standards</i>, to implement the range of functions associated with projects, such as: street use for stormwater management and treatment; safe pedestrian travel; use as public space; for bicycle, transit, and vehicle movement; and as locations for urban forestry. These will also include identification of needs and model procedures for coordinated and consistent plan review of private projects, scoping and design for public projects, provisions for public/private implementation and maintenance agreements, and operations and maintenance.</p>		
C.1.1 Review model guidelines and standards reference documents memorandum.	Research reference documents, prepare memorandum.	August and September 2016 Review of memorandum complete.
C.1.2 Review proposed reorganization of model guidelines and standards approach.	Prepare proposed approach.	Feedback at December 2016 TAC Meeting. [new task]
C1.3 Review revised scope and schedule for SMCWPPP preparation of model document	Prepare revised scope and schedule	January 2017. [new task]
C.1.4 Review draft samples of guidelines and standards sections and provide comments to SMCWPPP.	Prepare draft samples.	February 2017.
C.1.5 Participate in GI TAC workshop to give direction on approach for full model guidelines and standards, refinements to approach, level of detail, etc. based on review sample guidelines and standards	Facilitate GI TAC Workshop	February 2017.
C.1.6 Review full TAC draft of model guidelines and standards and provide comments to SMCWPPP.	Prepare draft model documents.	June 2017. [moved up completion 1-½ months]

Member Agency Task	SMCWPPP Support	Timeframe
C.1.7 Approve final comprehensive draft of the model guidelines and standards.	Prepare final model documents.	November 2017. [moved up 3-½ month]
C.2 Revise existing guidelines, standard specifications, design details, departmental procedures, etc. as needed given the implementation approach for specific Permittees.		
C.2.1 Use web-based platform, provided by SMCWPPP as jurisdiction resource for revising various guidelines and standards documents. ¹	Support per member agency request.	Nov. 2017 thru Feb. 2018. [moved start up 4 months and 1 month added for agency efforts]
C.2.2 Provide feedback to SMCWPPP regarding utility of web-based resource platform.	Revise model documents, as needed.	By end of February 2018. [moved up 3 months]
C.2.3 Finalize Permittee specific development of guidelines and standards; Permittees may choose to adopt the model guidelines and standards.	Support per member agency request.	Start mid-May 2018 and finish approval/adoption by September 30, 2019. [added 3 months]

D. Develop requirements for design of projects to meet hydromodification sizing requirements or other accepted sizing requirements

This work covers needs of Provision C.3.j.i.(2)(g) of the MRP:

...projects be designed to meet the treatment and hydromodification sizing requirements in Provisions C.3.c. and C.3.d. For street projects not subject to Provision C.3.b.ii. (i.e., non-Regulated Projects), Permittees may collectively propose a single approach with their Green Infrastructure Plans for how to proceed should project constraints preclude fully meeting the C.3.d sizing requirements.

Member Agency Task	SMCWPPP Support	Timeframe
D.1 Work through SMCWPPP and its GI TAC to coordinate with the BASMAA Development Committee’s work on a single approach for how to proceed should project constraints preclude fully meeting the C.3.d sizing requirements.		
D.1.1 Review BASMAA draft recommendations on single approach, <u>not related</u> to hydromodification, through SMCWPPP GI TAC; provide comments to BASMAA and their consultant.	Provide GI TAC with comments on BASMAA draft single approach.	SMCWPPP review, est. April 2017. TAC review, est. May 2017.

¹ The concept is to make it a resource that would provide access to the model language documents and to also serve as a clearing house for documents that are prepared by Member Agencies. This would be similar to the “21 Elements: Housing Element Update Kit” website (21elements.com)

D.1.2 Review BASMAA draft recommendations on single approach, <u>related</u> to hydromodification, through SMCWPPP GI TAC; provide comments to BASMAA and their consultant.	Provide GI TAC with comments on BASMAA draft single approach.	SMCWPPP review, est. mid-March thru April 2018. TAC review, est. May 2018.
D.1.3 Integrate final single approach from BASMAA into GI Plan.	Support per member agency request.	Begin in est. August 2018.

E. Planning document update, summary of updates, and workplan for future plans

This work covers the needs of two provisions of the MRP:

- Provision C.3.j.i.(2)(h): *A summary of the planning documents the Permittee has updated or otherwise modified to appropriately incorporate green infrastructure requirements... Permittees are expected to complete these modifications as a part of completing the Green Infrastructure Plan, and by not later than the end of the permit term.*
- Provision C.3.j.i.(2)(i): *To the extent not addressed above [in (h)], a workplan identifying how the Permittee will ensure that green infrastructure and low impact development measures are appropriately included in future plans (e.g., new or amended versions of the kinds of plans listed above).*

Member Agency Task	SMCWPPP Support	Timeframe
E.1 Work through SMCWPPP through the GI TAC to develop model planning document update language.		
E.1.1 Permittees provide existing planning documents to SMCWPPP for review.	Document and review planning documents.	Task complete.
E.1.2 Review draft model plan update materials from SMCWPPP.	Prepare model plan update report.	Begin review and comment December 2016. Provide final comment in 2 nd week of January 2017. [delayed 1 month]
E.1.3 Begin utilizing final model planning update materials to revise Permittee-specific documents; see below for further details.	Finalize model plan update report. Support per member agency request.	June 2017. [simplified process and moved up 6 months]

Member Agency Task	SMCWPPP Support	Timeframe
E.2 Make modifications to Permittee-specific planning documents.		
E.2.1 Make needed modifications to planning documents that are currently being updated or created, <u>for other purposes</u> , during the preparation of development of model language, to the extent feasible.	Support per member agency request.	Work of priority/in-progress plans can begin in January 2017 using draft model language and complete for inclusion in the GI Plan. ¹
E.2.2 Draft modifications or updates to each existing planning document, needing this effort, to appropriately incorporate green infrastructure requirements.	Support per member agency request.	Start in June 2017 and complete with enough time to allow for public review and approval/adoption process. [Lengthened time for development and approval by 6 months]
E.2.3 Take modified or updated planning documents through necessary public review and approval/adoption processes; see below related to future planning documents.	Support per member agency request.	Begin in Fall 2017 (or sooner) and complete prior to end of the permit term (December 31, 2020). [Lengthened time for development and approval by 6 months]
E.3 Develop a summary of planning documents that have been updated or modified to incorporate green infrastructure requirements and improvements.		
E.3.1 Draft summary of modifications made to planning documents as they move through the approval/adoption process, and integrate into Green Infrastructure Plan.	Support per member agency request.	Begin during or before FY 17-18 and complete “these modifications as a part of completing the Green Infrastructure Plan, and by not later than the end of the permit term”. ²³
E.4 Develop a workplan for on-going integration of language to incorporate green infrastructure requirements in future planning documents.		
E.4.1 Work with SMCWPPP through the GI TAC to develop model language for appropriate policies and/or procedures to ensure language is integrated into future documents.	Develop Model Language.	TAC review April 2017. [moved up 1 month]

¹ GI Plan is to be completed by June 30, 2019 and submitted as part of 2019 Annual Report by September 30, 2019, and the end of the permit term is December 31, 2020.

² Provision C.3.j.i.(2)(h) of the MRP, page 46.

³ GI Plan is to be completed by June 30, 2019 and submitted as part of 2019 Annual Report by September 30, 2019, and the end of the permit term is December 31, 2020.

Member Agency Task	SMCWPPP Support	Timeframe
E.4.2 Draft Permittee-specific policies and/or procedures.	Support per member agency request.	Start in June 2017 and complete with enough time to allow for public review and approval/adoption process. [Lengthened time for development and approval by 6 months]
E.4.3 Take Permittee-specific policies and/or procedures through necessary public review and approval/adoption processes.	Support per member agency request.	Begin in Fall 2017 (or sooner) and complete for inclusion in the GI Plan. ² [Lengthened time for development and approval by 6 months]
E.4.4 Summarize Permittee-specific policies and/or procedures and their approval/adoption in Permittee’s GI Plan.	Support per member agency request.	Begin in Fall 2017 (or sooner) and complete for inclusion in the GI Plan. ² [Lengthened time for development and approval by 6 months]

F. Workplan for completion of prioritized projects

This work covers needs of Provision C.3.j.i.(2)(j) of the MRP:

A workplan to complete prioritized projects identified as part of a Provision C.3.e Alternative Compliance program or part of Provision C.3.j Early Implementation.

This work is likely primarily an individual member agency effort. But potential for SMCWPPP technical support will be determined through further discussions with the Green Infrastructure TAC and as other GI Plan and MRP tasks are developed in greater detail; this might include development of a model workplan for implementation of prioritized projects. Specific to the Alternative Compliance provision, it is not clear at this point which, if any, member agencies will be utilizing an alternative compliance program. This will be determined as work continues on other tasks.

Member Agency Task	SMCWPPP Support	Timeframe
F.1 Determine need for SMCWPPP support to member agencies for this task.		
F.1.1 Discussions at GI TAC regarding potential for support and definition of scope, if needed.	Prepare for and facilitate GI TAC discussions.	Discuss with TAC during April 2017 TAC Meeting. [moved up 1 month]

F.2 Preparation of Permittee-specific workplan to complete prioritized projects.

F.2.1 Develop and integrate into GI Plan for adoption.	To be determined.	Begin during FY 17-18 and complete for inclusion in the GI Plan. ¹
--	-------------------	---

G. Evaluation of Funding Options

This work covers needs of Provision C.3.j.i.(2)(k) of the MRP:

An evaluation of prioritized project funding options, including, but not limited to: Alternative Compliance funds; grant monies, including transportation project grants from federal, State, and local agencies; existing Permittee resources; new tax or other levies; and other sources of funds.

SMCWPPP has a draft “Potential Funding Source Analysis and Recommendations” study that can serve as a starting point for this work area. The scope of this effort will be developed through discussions with the GI TAC. This might include consideration of establishing a nexus to support implementation of a stormwater infrastructure impact fee.

Member Agency Task	SMCWPPP Support	Timeframe
G.1 Determine need for SMCWPPP support to member agencies for this task.		
G.1.1 Discussions with GI TAC regarding potential for support and definition of scope.	Prepare for and facilitate GI TAC discussions.	Discuss with TAC during February and May 2017 TAC Meetings.
G.1.2 Begin efforts on this work item.	To be determined.	Begin during FY 17-18.
G.2 Preparation of Permittee-specific evaluation of funding options for inclusion in each Permittee’s Green Infrastructure Plan.		
G.2.1 Develop and integrate into GI Plan for adoption.	Support per member agency request.	Begin during FY 17-18 and complete for inclusion in the GI Plan. ²

H. Adopt other policies, ordinances, and/or other legal mechanisms to ensure Green Infrastructure Plan implementation

This work covers the needs of Provision C.3.j.i.(3) of the MRP:

¹ GI Plan is to be completed by June 30, 2019 and submitted as part of 2019 Annual Report by September 30, 2019, and the end of the permit term is December 31, 2020.

² GI Plan is to be completed by June 30, 2019 and submitted as part of 2019 Annual Report by September 30, 2019, and the end of the permit term is December 31, 2020.

(3) Adopt policies, ordinances, and/or other appropriate legal mechanisms to ensure implementation of the Green Infrastructure Plan in accordance with the requirements of this provision.

The extent of this work is undetermined at this point, as is the potential need for SMCWPPP support to member agencies. The scope of this effort will be developed through discussions with the GI TAC.

Member Agency Task	SMCWPPP Support	Timeframe
H.1 Determine need for SMCWPPP support to member agencies for this task.		
H.1.1 Discussions with GI TAC regarding potential for support and definition of scope.	Prepare for and facilitate GI TAC discussions.	Discuss with TAC during January 2017 and May 2017 TAC Meeting. [moved first meeting out 1 month]
H.1.2 Begin implementing SMCWPPP support on this work item.	To be determined.	During FY 17-18 in coordination with development of draft model planning update materials.
H.2 Preparation and adoption of Permittee-specific policies, ordinances, and/or other legal mechanisms to ensure Green Infrastructure Plan implementation.		
H.2.1 Develop and integrate into GI Plan for adoption.	Support per member agency request.	Begin during FY 17-18 and complete for inclusion in the GI Plan. ¹

I. Conduct outreach and education with public, staff, and elected officials

This work covers the needs of Provision C.3.j.i.(4) of the MRP:

(4) Conduct outreach and education in accordance with the following:

- (a) Conduct public outreach on the requirements of this provision, including outreach coordinated with adoption or revision of standard specifications and planning documents, and with the initiation and planning of infrastructure projects. Such outreach shall include general outreach and targeted outreach to and training for professionals involved in infrastructure planning and design.*
- (b) Train appropriate staff, including planning, engineering, public works maintenance, finance, fire/life safety, and management staff on the requirements of this provision and methods of implementation.*
- (c) Educate appropriate Permittee elected officials (e.g., mayors, city council members, county supervisors, district board members) on the requirements of this provision and methods of implementation.*

SMCWPPP is working with their outreach consultant to develop a Five-Year Public Education and Outreach Strategic Plan that is currently in draft form. Elements of the draft public outreach plan are currently being implemented such as distribution of public information through social media, newsletters, and related public events and other efforts throughout the county, such as sea level rise planning.

¹ GI Plan is to be completed by June 30, 2019 and submitted as part of 2019 Annual Report by September 30, 2019, and the end of the permit term is December 31, 2020.

Training of member agency staff will occur through GI TAC meetings and working sessions, and likely additional workshops such as the June 13th C.3 workshop. The scope of this training effort and education of elected officials will be further developed through discussions with the GI TAC.

Member Agency Task	SMCWPPP Support	Timeframe
I.1 Conduct public outreach through the efforts being defined in the Five-Year Public Education and Outreach Strategic Plan.		
I.1.1 Review and finalize the Five-Year Public Education and Outreach Strategic Plan.	Prepare draft and final strategic plan.	Begin in 3 rd quarter of FY 16/17.
I.1.2 Implement the Five-Year Public Education and Outreach Strategic Plan as a coordinated SMCWPPP and member agency effort.	On-going support of member agency efforts. Implementation of countywide efforts.	Currently and throughout the permit period.
I.2 Determine scope of SMCWPPP efforts in supporting training of member agency staff, and implement support.		
I.2.1 Discussions with GI TAC regarding potential for support and definition of scope.	Prepare for and facilitate GI TAC discussions.	Discuss with TAC during May 2017 TAC Meetings.
I.2.2 Implement support of training of member agency staff.	On-going support of member agency efforts. Implementation of countywide efforts.	Begin in 4 th quarter of FY 16-17.
I.3 Determine scope of SMCWPPP efforts in supporting educating member agency elected officials, and implement support.		
I.3.1 Discussions with GI TAC regarding potential for support and definition of scope.	Prepare for and facilitate GI TAC discussions.	Discuss with TAC during May 2017 TAC Meetings.
I.3.2 Implement support of education of member agency elected officials.	On-going support of member agency efforts. Implementation of countywide efforts.	Begin in 4 th quarter of FY 16-17.

J. Report on Green Infrastructure Planning Efforts

This work covers the needs of Provision C.3.j.i.(5) of the MRP: (5) *Report on Green Infrastructure Planning*; and several other provisions and related GIP Workplan elements discussed earlier in this outline.

Member Agency Task	SMCWPPP Support	Timeframe
<p>J.1 Each Permittee shall submit documentation in the 2017 Annual Report that its framework or workplan for development of its Green Infrastructure Plan was approved by its governing body, mayor, city manager, or county manager.</p>	<p>Support per member agency request.</p>	<p>Complete GIP Workplans by June 30, 2017 and submit as part of 2017 Annual Report by September 30, 2017.</p>
<p>J.2 Each Permittee shall submit its completed Green Infrastructure Plan with the 2019 Annual Report.</p>	<p>Support per member agency request.</p>	<p>Complete by June 30, 2019, and submit by September 30, 2019 as part of 2019 Annual Report.</p>
<p>J.3 Each Permittee shall submit documentation of its legal mechanisms to ensure implementation of its Green Infrastructure Plan with the 2019 Annual Report. [related to Provision C.3.j.i.(3), see section H above.]</p>	<p>Support per member agency request.</p>	<p>Complete by June 30, 2019, and submit as part of 2019 Annual Report by September 30, 2019.</p>
<p>J.4 Each Permittee shall submit a summary of its outreach and education efforts in each Annual Report.</p>	<p>Support per member agency request.</p>	<p>Complete and submit by September 30th of each permit term year: 2016 through 2020.</p>

**RESOLUTION NO. 2017-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AMENDING SUBCHAPTER 1.15 OF THE COLMA
ADMINISTRATIVE CODE TO INCLUDE GREEN INFRASTRUCTURE, AND
FINDING THE ACTION TO BE EXEMPT FROM ENVIRONMENTAL REVIEW
PURSUANT TO CEQA GUIDELINES 15301(C), 15302, AND 15303**

The Town of Colma City Council does resolve as follows:

1. Background.

- (a) The City/County Association of Governments of San Mateo County and its consultants have worked with the Town to develop model green infrastructure planning materials including a workplan for a Green Infrastructure Plan.
- (b) The Town is proposing to amend Section 1.15.060 of the Colma Administrative Code, the Sustainability Policy, to include Green Infrastructure, per Task E. of the workplan.
- (c) Notices of public hearing concerning this item were posted at three Town of Colma bulletin boards on May 1, 2017.
- (d) A public hearing was held on May 10, 2017. The City Council considered the accompanying staff report and all relevant evidence presented at the public hearing.

2. CEQA

The addition of Green Infrastructure policies to the Administrative Code could result in the construction or installation of green infrastructure improvements such as landscaping, irrigation, bioswales, stormwater capture devices, pervious paving and raingardens] that will improve the water quality of stormwater within existing Town right-of-way or other existing facilities, or within new construction, replacement or conversion of small structures. This action qualifies for the Class 1 categorical exemption (CEQA Guidelines Section 15301) for the minor alteration of existing public or private structures such as highways, streets, sidewalks, gutters, bicycle and pedestrian trails by adding green infrastructure improvements that would involve no or negligible expansion of existing use. The Green Infrastructure policies also qualify for the Class 2 exemption (CEQA Guidelines Section 15302) because it would involve replacing existing storm drainage or pervious surfaces with green infrastructure improvements and would have substantially the same purpose and capacity as the structures replaced. Further, the addition of the Green Infrastructure policies qualifies for the Class 3 exemption (CEQA Guidelines Section 15303) to the extent new green infrastructure will be incorporated into new construction.

3. Administrative Code Amendment Section 1.15.060¹

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

Sections 1.15.060 of Subchapter 1.15 of the Colma Administrative Code shall be and hereby is amended as follows:

1.15.060 Increasing Water Efficiency and Improving Water Quality

- (a) *Facilities.* The Town Sustainability Manager shall commission assessments to increase water conservation at Town facilities. The Public Works Director will consider initiating upgrades when funds or rebates are available for this purpose. (Further information is available at www.bawsca.org/water-conservation/).
- (b) *Landscaping.* The Town Sustainability Manager and the purchaser of landscape maintenance services should meet with the Town's landscaper contractor to encourage implementation of provisions of Sustainable Guidelines for Landscape Professionals. (Further information is available at www.bayfriendlycoalition.org). The City Planner should establish a preferred list of native and drought-tolerant plants. Low water use or perennial plants are to be considered over annual plantings. (Further information is available at www.bayfriendlycoalition.org).
- (c) *Permeable Surfaces in Town Projects.* When exterior hardscape modifications are made to existing Town facilities or when new facilities are built, the Public Works Department will consider the replacement of impervious surfaces and replace with permeable substitutes such as permeable asphalt, concrete or pavers for walkways, patios, parking lots and driveways. In addition, the Town should consider the use of permeable pavement (along with green infrastructure and complete streets improvements) within the public right of way when projects are in the planning or design stages. When implemented, green infrastructure improvements can help the Town improve water quality and attain water quality targets established by the Regional Water Quality Control Board. See the guidelines and standards of the Town's Green Infrastructure Plan which is to be adopted in 2019.
- (d) *Recycled water use.* The Public Works Department shall work with the Town's Sanitary Sewer agencies to plan for and establish a reclaimed water system throughout the Town. (Further information is available at www.bawsca.org/water-conservation/recycled-water).
- (e) *Green Infrastructure Plan and Green Infrastructure Implementation Opportunities.* Many complete streets elements provide the opportunity to implement green streets infrastructure. When new construction or redevelopment of streets and properties are being planned and designed, refer to and implement the requirements for regulated Municipal Regional Permit projects and consider whether to include the requirements for non-regulated projects. See the guidelines and standards of the city's Green Infrastructure Plan, which is to be adopted in 2019.

///

///

///

Certification of Adoption

I certify that the foregoing Resolution No. 2017-## was duly adopted at a regular meeting of said City Council held on May 10, 2017 by the following vote:

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

Dated _____

Helen Fisicaro, Mayor

Attest: _____
Caitlin Corley, City Clerk





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Sean Rabé, City Manager
 MEETING DATE: May 10, 2017
 SUBJECT: Second Amendment to Employment Contract with Kirk Stratton

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROVING SECOND AMENDMENT TO EMPLOYMENT CONTRACT WITH
KIRK STRATTON

EXECUTIVE SUMMARY

Pursuant to salary negotiations, the City Manager and the Chief of Police have discussed and agreed to a contract modification to the existing employment agreement between the Town and Mr. Stratton to address an increase in base salary. As provided for in the second amendment to the employment agreement, the base salary will increase from roughly \$178,505 to \$185,645.

FISCAL IMPACT

The City Council's adoption of the resolution and execution of the third amendment will cause a slight financial impact on the Town based on the payment of a higher salary to the Chief of Police. This increase has been factored into the 2017/18 budget and can be accommodated in the current fiscal year as well.

BACKGROUND

On October 8, 2014, the Town entered into an employment agreement with Mr. Stratton to serve as the Town's Chief of Police. On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Mr. Stratton to increase his base salary.

ANALYSIS

The proposed second amendment will modify section 3(a), Salary and Benefits, to increase the base salary from roughly \$178,505 per year to \$185,645, an increase of about \$7,100 per year. The increase is retroactive to December 14, 2016, when salary negotiations first began.

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

Alternatives

The City Council could choose not to adopt the resolution and choose not to execute the second amendment. Doing so is not recommended as the City Manager and Mr. Stratton are both in agreement on this modification and the City Council has directed this modification to the agreement.

CONCLUSION

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

ATTACHMENTS

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

RESOLUTION NO. 2017-__
Of the City Council of the Town of Colma

**RESOLUTION APPROVING SECOND AMENDMENT TO
EMPLOYMENT CONTRACT WITH KIRK STRATTON**

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

1. Background

(a) On October 8, 2014, the City Council entered into an Employment Contract with Kirk Stratton to serve as the Town's Chief of Police.

(b) On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Kirk Stratton to increase his base salary retroactive to November 12, 2015, the date when salary negotiations began and the performance review was completed.

(c) The City Council now seeks to further amend the Chief of Police's contract to increase his base salary, subject to approval of a Second Amendment to the Employment Contract. Such increase shall be retroactive to December 14, 2016, when salary negotiations began.

2. Order

(a) The Second Amendment to the Employment Contract between the Town of Colma and Kirk Stratton, a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.

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

Certification of Adoption

I certify that the foregoing Resolution No. 2017-__ was duly adopted at a regular meeting of said City Council held on May 10, 2017 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fiscaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Diana Colvin					
John Irish Goodwin					
Voting Tally					

Dated _____

Helen Fiscaro, Mayor

Attest: _____
Caitlin Corley, City Clerk

**SECOND AMENDMENT TO
EMPLOYMENT CONTRACT WITH KIRK STRATTON**

This Second Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Kirk Stratton ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Second Amendment. For reference purposes, this Second Amendment is dated May 10, 2017.

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

(a) On October 8, 2014, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as Chief of Police.

(b) On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Kirk Stratton to increase his base salary retroactive to November 12, 2015, the date when salary negotiations began and the performance review was completed ("First Amendment").

(c) Employer and Employee now desire to enter into this Second Amendment to further increase Employee's base salary. Such increase shall be retroactive to December 14, 2016, when salary negotiations began.

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

1. Subsection (a) of Section 3, "Salary" of the Contract is hereby modified as follows:

(a) *Salary.* Employer shall pay Employee a salary of \$185,645.76 per year, or such greater amount as may hereafter be approved by the City Council, which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.

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

Dated _____

Kirk Stratton, Employee

Dated: _____

TOWN OF COLMA (Employer)

By _____

Helen Fiscaro, Mayor



**FIRST AMENDMENT TO
EMPLOYMENT CONTRACT WITH KIRK STRATTON**

This First Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Kirk Stratton ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this First Amendment. For reference purposes, this First Amendment is dated November 12, 2015.

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

- (a) On October 8, 2014, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as Chief of Police.
- (b) The Employer and Employee now seek to amend the Contract to increase the Employee's base salary, retroactive to November 12, 2015.
- (c) Employer and Employee now desire to enter into this First Amendment to increase Employee's base salary.


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

1. Subsection (a) of Section 3, "Salary" of the Contract is hereby modified as follows:

- (a) *Salary.* Employer shall pay Employee a salary of \$178,500.00 per year, or such greater amount as may hereafter be approved by the City Council, which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.


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

Dated 2/26/16


Kirk Stratton, Employee

Dated: 2/24/16

TOWN OF COLMA (Employer)

By 
Diana Colvin, Mayor



**EMPLOYMENT CONTRACT BETWEEN THE TOWN OF COLMA
AND CHIEF OF POLICE KIRK STRATTON**

This contract is made and entered into by and between the Town of Colma, State of California, a municipal corporation, hereinafter called Employer and Kirk Stratton, Employee.

RECITALS

1. Purpose.

This contract is made because:

- (a) Employer desires to secure and retain the services of Employee as Chief of Police, as provided by the Municipal Code of the Town of Colma and by the laws of the State of California, to provide inducement for Employee to remain in such employment; and to assure Employee's morale and peace of mind with respect to future security;
- (b) Employee desires to serve as Chief of Police of the Town of Colma; and
- (c) Employee will become an at-will employee and the parties desire to provide a just means for terminating Employee's services.

2. Duties

- (a) The Town shall employ Employee on a full-time basis, on a work schedule determined by the City Manager. Employee's duties shall be those generally found in the job description for this position, state law, the Town's Municipal Code and policies, and other duties as assigned by the City Manager. These duties may be modified in the future by the Town Manager (or designee) or Town Council.
- (b) Employee shall faithfully, diligently, and to the best of Employee's abilities perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the Town. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to the Town's business and affairs. Absent prior written consent from the Town, so long as Employee is employed with the Town, Employee shall not engage in activities that would unreasonably interfere with the performance of Employee's duties or compete with the Town's business.
- (c) Employee shall not engage in any employment, activity, service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or interferes with the performance of the duties required under this Agreement.
- (d) Employee is expected to devote necessary time outside normal office hours to the business of the Town and, to that end, Employee shall be allowed flexibility in setting his own office hours when reasonably necessary to accommodate such activities.

3. Salary

- (a) Beginning with the first pay period following execution of this contract, Employer shall pay Employee a salary of \$170,000.00 per year, or such greater salary or benefits as may be hereinafter authorized by the City Council. The salary shall be paid at the same time and manner as salaries are paid for police officers of the Town of Colma.
- (b) Employee understands and acknowledges that Employee is obligated to pay, out of his salary, the Employee's share of contributions to CalPERS and the Employee's share of contributions due under the Federal Insurance Contributions Act (FICA), Federal Unemployment Act (FUTA) and State Unemployment Insurance Act (SUI). Employee authorizes Employer to withhold from Employee's salary the amount of these contributions.
- (d) Employer shall not, at any time during this Contract, reduce the salary, compensation or other financial benefits of Employee except to the degree of such reduction across the board for most employees of Employer.

4. Benefits

Employee shall receive the benefits as are provided for peace officers by the Colma Municipal Code, the Colma Administrative Code, and the Memorandum of Understanding between the Town of Colma and the Colma Peace Officers' Association, except that:

- (a) *Vacation.* Employee shall accrue five weeks per year, accrued monthly beginning upon commencement of employment. Only two weeks of accrued vacation may be carried forward to the next year.
- (b) *Management Leave.* Management leave shall be credited to Employee in advance in a prorated amount as of the effective date of this contract and in the full amount on January 1 of each calendar year hereafter. Employer shall grant Employee ten (10) days management leave per year, less the Employee's management leave balance at close of business on December 31, if any. Management leave shall be earned and accrued on January 1 of each year only. If Employee has a management leave balance at close of business on December 31, that balance shall be carried over to January 1, and the number of days of management leave that will be granted to Employee will be fifteen days less the balance carried over from December 31 to January 1.
- (c) *Use of Police Car.* Employer shall provide a police car to Employee for his sole and exclusive use for travel while on duty, travel between his residence and the Town, and for any work-related travel. Employee is permitted and encouraged to take the police car home so that Employee can travel to and from the Town in the event of an emergency. The Town police car shall be fueled, insured and maintained at the Town's expense.
- (d) *Bond.* Employer shall pay the cost of any employment bonds required for Employee by Employer.

(e) *Uniform Allowance.* If Employee wears a police uniform on a regular basis, Employee shall receive the same uniform allowance as is given to police sergeants.

5. Expenses

The Employer shall pay all reasonable and necessary business expenses of the Employee, including subscriptions, dues and membership fees and similar expenses to local, state and national professional associations. Payment or reimbursement of reasonable travel, lodging and meals incurred in connection with such participation is subject to approval by the City Manager either through approval of the expense as a budget item or specific approval of a particular event.

6. Term

(a) The term of the employment under this Contract shall continue until either party gives written notice of termination as provided below. Employer has delegated the power to terminate this Contract to the City Manager, and Employee understands and acknowledges the same.

(b) No one other than the City Council can enter into a Contract for employment for a specified period of time or make any contract contrary to the policy of at-will employment. Further, any such contract must be in writing and approved by the City Council at a public meeting duly held in accordance with law.

(c) Employee agrees to remain in the exclusive employ of Employer until termination of employment upon written notice thereof as hereinafter provided. Notwithstanding the foregoing, nothing herein shall prohibit Employee from engaging in consulting for government agencies, occasional teaching or writing on Employee's time off.

(d) On reasonable notice to the City Manager, Employee may, and is encouraged, to attend conferences and professional development meetings and conventions, as a part of his duties, provided that the subject matter is related to Employee's duties and that attendance does not unduly interfere with performance of his regular duties.

7. Termination by Employee

(a) Subject to the limitation hereinafter set forth in this section, the Employee may resign at any time from the Employee's position with Employer upon giving the City Manager at least thirty (30) days' notice in writing of Employee's intention to resign, stating the reasons therefor.

(b) During the 30-day period after giving notice of termination, Employee may not take any time off for vacation, management leave, accumulated sick leave, or any other similar reduction of working time, without the express consent of the City Manager.

8. Termination by Employer

(a) Employee may be terminated at any time on written notice by City Manager (or in his or her absence, the acting City Manager), with or without cause, subject to the restrictions set forth

in this section and subject to the requirements of Government Code 3304(c) as it may, from time to time, be amended.

(b) Within three calendar (3) days after delivery to Employee of notice of termination, Employee may, by written notification to the City Manager, request an administrative appeal meeting with the City Manager. Thereafter, the City Manager shall fix a time and place for the meeting, within thirty (30) days of such written request by Employee, at which Employee shall appear and be heard, with or without counsel. The meeting shall be informal, and shall not involve the taking of testimony. The Parties expressly agree that this meeting satisfies Government Code section 3304(c), and that the purpose of the meeting is to allow Employee to present to the City Manager Employee's grounds of opposition to his removal and/or to present any "name-clearing" information he wishes to provide. However, the City Manager shall have the sole and absolute discretion to terminate, and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing.

9. Severance Pay

(a) If Employee's employment is terminated by Employer without cause, then the Employer shall pay Employee a lump sum cash payment equal to six months' salary. Monthly salary for the purpose of this paragraph shall be the average monthly salary of Employee paid by Employer during the twelve months prior to notice of termination excluding the value of any benefits.

(b) Notwithstanding any provision of this Contract to the contrary, in the event Employee is terminated for cause, or Employee voluntarily resigns or retires, then in that event Employer shall have no obligation to pay the severance pay designated in this paragraph. Termination for cause means that the termination of Employee is the result of Employee's gross mismanagement or Employee's commission of an act of moral turpitude. In such an instance, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of gross mismanagement and/or an act or acts of moral turpitude. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages.

(c) Eligibility for the severance payment described in this Agreement is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against the Town, its officers, directors, and employees, and (ii) a covenant not to sue the Town, its officers, directors, and employees. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section. The Severance Payment and leave cash-out shall be paid by Town in one lump sum, less applicable deductions, within ten (10) business days of the effective date of Employee's waiver and release/covenant not to sue.

10. Reviews

The City Manager shall will meet with Employee within ninety days of the start of Employee's employment, and annually thereafter, to evaluate his performance, discuss performance expectations and other objectives, and make a recommendation regarding a possible increase in

his compensation. This paragraph is directory, not mandatory, and failure to provide a performance evaluation shall not be considered a breach of this contract.

11. Residence

Employee must at all times maintain his residence within twenty-five miles of City Hall.

12. Personnel Policies and Procedures Manual

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

(b) Employer may take disciplinary action relating to Employee without following the procedures set forth in the Colma Personnel Policies for imposing discipline upon regular employees who are not at-will employees.

13. Notice

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

14. Waiver of Terms

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

15. Applicable Law

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

16. Disputes

In the event of a controversy or claim arising out of this Contract which cannot be settled by the parties herein or their legal representatives, it shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction. The prevailing party shall be entitled to its reasonable attorney's fees and costs.

17. Entire Contract

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

18. Knowing and Voluntary Execution

Employee acknowledges that Employee has not relied on the Town's legal counsel or the Town's officers or directors to provide counseling regarding the meaning or legal impact of the provisions of this Agreement. Employee acknowledges that the Employee has been given a reasonable opportunity to have this Agreement reviewed by an attorney of Employee's choice. Employee further acknowledges that the Employee's execution of this Agreement has not been obtained by any duress, undue influence, coercion or oppressive act(s) by the Town. Finally, the parties fully acknowledge that they each thoroughly and carefully read this Agreement, understand it, and willingly and voluntarily execute this Agreement.

IN WITNESS WHEREOF, the Town of Colma has caused this Contract to be signed and executed on its behalf by the City Manager, and Employee has signed and executed this Contract, both in duplicate, on the respective dates written below.

Dated 10/16/14

TOWN OF COLMA (Employer)

By Helen Fisicaro
Helen Fisicaro, Mayor

Dated 10/20/14

Kirk Stratton
Kirk Stratton (Employee)



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Christopher J. Diaz, City Attorney
 MEETING DATE: May 10, 2017
 SUBJECT: Third Amendment to Employment Contract with Sean Rabé

RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROVING THIRD AMENDMENT TO EMPLOYMENT CONTRACT WITH SEAN RABÉ

EXECUTIVE SUMMARY

Pursuant to City Council negotiations, the City Council and the Town's City Manager have discussed and agreed to a contract modification to the existing employment agreement between the Town and Mr. Rabé to address an increase in base salary. As provided for in the third amendment to the employment agreement, the base salary will increase from roughly \$190,000 to \$199,508.

FISCAL IMPACT

The City Council's adoption of the resolution and execution of the third amendment will cause a slight financial impact on the Town based on the payment of a higher salary to the City Manager. This increase has been factored into the 2017/18 budget.

BACKGROUND

On December 11, 2013, the Town entered into an employment agreement with Mr. Rabé to serve as the Town's City Manager. On February 11, 2015, the Town entered into a first amendment to the employment agreement to provide for an increase in base salary and to address a majority change on the City Council. On March 26, 2016, the Town entered into a second amendment with regard to severance.

ANALYSIS

The proposed third amendment will modify section 4(a), Salary and Benefits, to increase the base salary from roughly \$190,000 per year to \$199,508, an increase of a little less than \$10,000 per year. The increase, per the City Manager's original employment contract, is retroactive to January 1, 2017.

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

Alternatives

The City Council could choose not to adopt the resolution and choose not to execute the third amendment. Doing so is not recommended as the City Council and Mr. Rabé are both in agreement on this modification and the City Council has directed this modification to the agreement.

CONCLUSION

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

ATTACHMENTS

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

RESOLUTION NO. 2017-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION APPROVING THIRD AMENDMENT TO
EMPLOYMENT CONTRACT WITH SEAN RABÉ

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

1. Background

- (a) On December 11, 2013, the City Council entered into an employment contract with Sean Rabé to serve as the Town's City Manager.
- (b) On February 11, 2015, Employer and Employee entered into a First Amendment to the Contract in order to increase base salary and to address a majority change on the City Council.
- (c) On March 23, 2016, Employer and Employee entered into a Second Amendment to the Contract to address the severance provision.
- (d) The City Council now seeks to further amend the City Manager's contract to address an increase in base salary, subject to approval of an amendment to the employment contract. Such increase shall be retroactive to January 1, 2017, per the City Manager's original employment contract.

2. Order

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

Certification of Adoption

I certify that the foregoing Resolution No. 2017-__ was duly adopted at a regular meeting of said City Council held on May 10, 2017 by the following vote:

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

Voting Tally			
--------------	--	--	--

Dated _____

Helen Fisicaro, Mayor

Attest: _____
Caitlin Corley, City Clerk

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

This Third Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Sean Rabé ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Third Amendment. For reference purposes, this Third Amendment is dated May 10, 2017.

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

- (a) On December 11, 2013, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as City Manager.
- (b) On February 11, 2015, Employer and Employee entered into a First Amendment to the Contract in order to increase base salary and to address a majority change on the City Council.
- (c) On March 23, 2016, Employer and Employee entered into a Second Amendment to the Contract to address the severance provision.
- (d) Employer and Employee now desire to enter into this Third Amendment to further increase the base salary as provided herein. Such increase shall be retroactive to January 1, 2017, per the City Manager's original employment contract.

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

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

- (a) *Salary.* Employer shall pay Employee a salary of \$199,508.40 per year, or such greater amount as may hereafter be approved by the City Council, which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.

\
\
\
\
\
\
\

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

Dated _____

Sean Rabé, Employee

Dated: _____

TOWN OF COLMA (Employer)

By _____
Helen Fisicaro, Mayor

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

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

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

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

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

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

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

\
\
\
\
\
\
\

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

Dated 4/13/16



Sean Rabé, Employee

Dated: 4/13/16

TOWN OF COLMA (Employer)

By 

Diana Colvin, Mayor

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

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

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

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

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

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

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

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

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

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

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

Certification of Adoption

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

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

Dated Jan 6, 2014

Helen Fisicaro
Helen Fisicaro, Mayor

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

EMPLOYMENT CONTRACT WITH SEAN RABE'

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

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

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

2. Employment and Duties

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

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

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

3. City Council Commitments

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

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

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

4. Salary and Benefits

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



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

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

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

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

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

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

5. Expenses and Allowances

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

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

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



6. Personnel Policies and Procedures Manual

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

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

7. City Clerk

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

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

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

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

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

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



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

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

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

9. Termination by Employee

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

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

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



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

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

10. Notice

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

11. Waiver of Terms

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

12. Applicable Law

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

13. Disputes

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

14. Investigation and Advice

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

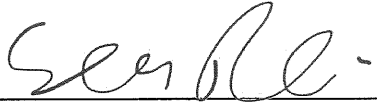
15. Entire Contract

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




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

Dated 12/5/2013


Sean Rabe', Employee

Dated: 12/11/13

TOWN OF COLMA (Employer)

By 
Helen Fiscaro, Mayor



