



**AGENDA  
REGULAR MEETING**

**City Council of the Town of Colma  
Colma Town Hall  
1198 El Camino Real  
Colma, CA 94014**

**Wednesday, November 14, 2018**

CLOSED SESSION – 6:00 PM

REGULAR SESSION – 7:00 PM

**CLOSED SESSION – 6:00 PM**

1. **In Closed Session Under Government Code § 54956.9(d)**, CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Number of Cases: 1

**PLEDGE OF ALLEGIANCE AND ROLL CALL – 7:00 PM**

**REPORT FROM CLOSED SESSION**

**ADOPTION OF AGENDA**

**PRESENTATION**

- Introduction of new Police Sergeant Dawn Marchetti
- Halloween House Decorating Contest Winners
- Veterans Day Recognition
- Annual Town Employee Recognition

**PUBLIC COMMENTS**

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

**CONSENT CALENDAR**

2. Motion to Accept the Minutes from the October 24, 2018 Regular Meeting.
3. Motion to Approve Report of Checks Paid October 2018.
4. Motion to Adopt an Ordinance Amending Section 1.04.010 of the Colma Municipal Code, Relating to Compensation of Council Members (second reading).
5. Motion to Adopt a Resolution Amending the Fiscal Year 2018-19 Budget to Reflect the Actual Unspent Capital Improvement Project Budgets and Amending the Colma Administrative Code

Section 4.01.070, Relating to Adjustments to Budget.

6. Motion Accepting the Fiscal Year 2018-19 Quarterly Financial Report Through September 30, 2018 and Authorizing a Copy to be Posted on the Town's Website.
7. Motion to Adopt a Resolution Approving Lease Agreement with CSG Consultants.

**PUBLIC HEARING**

8. **HOUSING FUND USE**

*Consider:* Motion to Introduce an Ordinance Amending Colma Municipal Code Section 5.12.030 Related to the Purposes and Use of the Housing Fund Pursuant to CEQA Guideline 15061(b)(3), and Waive a Further Reading of the Ordinance.

9. **REGULAR MEETING LOCATION AND BULLETIN BOARDS**

*Consider:* Motion to Introduce Ordinance Amending Colma Municipal Code Sections 1.01.060 and 1.02.080, Relating to Regular Meeting Locations and Bulletin Boards, and Waive Further Reading of the Ordinance.

**REPORTS**

Mayor/City Council  
City Manager

**ADJOURNMENT**

The City Council Meeting Agenda Packet and supporting documents are available for review at the Colma Town Hall, 1198 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](mailto: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 Pak Lin, ADA Coordinator, at 650-997-8300 or [pak.lin@colma.ca.gov](mailto:pak.lin@colma.ca.gov). Please allow two business days for your request to be processed.

1. **In Closed Session Under Government Code § 54956.9(d), CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Number of Cases: 1

*There is no staff report for this item.*



**MINUTES  
REGULAR MEETING**

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

**Wednesday, October 24, 2018**

**CLOSED SESSION – 5:30 PM**

1. **In Closed Session Under Government Code § 54956.9(d)**, CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Number of Cases: 1

**CALL TO ORDER – 7:00 PM**

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

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

Staff Present – City Manager Brian Dossey, City Attorney Christopher Diaz, Administrative Services Director Pak Lin, Director of Public Works Brad Donohue, City Planner Michael Laughlin, Police Chief Kirk Stratton, and City Clerk Caitlin Corley were in attendance.

**ADOPTION OF THE AGENDA**

Mayor Gonzalez requested to switch the order of New Business items #7 and #8, and discuss item #8 first followed by #7. The Mayor asked for a motion to adopt the agenda with changes.

**Action:** Council Member Fiscaro moved to adopt the agenda with changes; the motion was seconded by Council Member Goodwin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Raquel Gonzalez, Mayor	✓				
Joanne F. del Rosario					✓
John Irish Goodwin	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
	3	0			

**REPORT FROM CLOSED SESSION**

Mayor Gonzalez announced that no action had been taken at the closed session.

**PUBLIC COMMENTS**

Mayor Gonzalez opened the public comment period at 7:02 p.m. and seeing no one come forward to speak, closed the public comment period.

**CONSENT CALENDAR**

2. Motion to Accept the Minutes from the October 10, 2018 Regular Meeting.

3. Motion to Adopt an Ordinance Amending the Colma Municipal Code to Add Subchapter 5.20 Relating to Public Trees (second reading).
4. Motion to Adopt a Resolution Authorizing a Change Order for the Town Hall Addition and Renovation Project, Phase V, Furniture, Fixtures & Equipment Contract with Resource Design Interiors "RDI" for Additional Furniture and Furniture Related Items.
5. Motion to Adopt a Resolution Amending Subchapter 4.02 of the Colma Administrative Code, Relating to the Town's Investment Policy.
6. Motion to Adopt a Resolution Amending the 2018-2019 Budget to Increase the Budget for Capital Improvement Project #988 for Police Department Dispatch Furniture Upgrades to \$56,371 and Utilize \$6,371 in Available Reserve Balance in the Capital Improvement Fund (Fund 31).

**Action:** Council Member Fiscaro moved to approve the Consent Calendar items #2 through 6; the motion was seconded by Council Member Goodwin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Raquel Gonzalez, Mayor	✓				
Joanne F. del Rosario					✓
John Irish Goodwin	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
	3	0			

## NEW BUSINESS

### 8. UNFUNDED LIABILITY

Administrative Services Director Pak Lin presented the staff report. Mayor Gonzalez opened the public comment period at 7:13 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

**Action:** Council Member Fiscaro moved to Approve the 2018 Unfunded Liabilities Funding Strategy; the motion was seconded by Council Member Goodwin carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Raquel Gonzalez, Mayor	✓				
Joanne F. del Rosario					✓
John Irish Goodwin	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
	3	0			

**Action:** Council Member Fiscaro moved to Adopt a Resolution Amending the 2018-2019 Budget to Pay a Not to Exceed Amount of \$1.05 Million to CalPERS, \$1.0 Million to the PARS Pension Trust, Designate \$650,000 in the Accrued Leave Liability Reserve, and Reduce The Budget Stabilization Reserve to \$12.0 Million; the motion was seconded by Council Member Goodwin carried by the following vote

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Raquel Gonzalez, Mayor	✓				
Joanne F. del Rosario					✓
John Irish Goodwin	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
	3	0			

7. **RESERVE POLICY**

Administrative Services Director Pak Lin presented the staff report. Mayor Gonzalez opened the public comment period at 7:20 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

**Action:** Council Member Fiscaro moved to Adopt a Resolution Amending Colma Administrative Code Subchapter 4.01, Relating to the Reserve Policy; the motion was seconded by Council Member Goodwin carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Raquel Gonzalez, Mayor	✓				
Joanne F. del Rosario					✓
John Irish Goodwin	✓				
Diana Colvin					✓
Helen Fiscaro	✓				
	3	0			

**COUNCIL CALENDARING**

The next Regular City Council Meeting will be on Wednesday, November 14, 2018 at 7:00 p.m. in the Council Chamber.

**REPORTS**

Raquel Gonzalez

Success Summit, 9/28/18

City Manager Brian Dossey gave a report on the following topics:

- The Planning Department distributed pamphlets regarding our new smoking ordinance to Town businesses.
- There will be a Creekside Villas Community Meeting on Thursday, October 25, 2018 to discuss resident concerns, as well as offer updates from the Police Department, Recreation Services and Public Works Department.
- The Take My Hand fundraiser for the North Peninsula Food Pantry and Dining Center of Daly City will be on Friday, October 26, 2018.

- The Colma Dia de los Muertos Festival will be on Sunday, October 28, 2018.
- Council Member Fiscaro, City Manager Brian Dossey, and Public Works Director Brad Donohue will attend a November 14, 2018 meeting to provide additional input on the development of a San Mateo County Flood & Shoreline Protection Agency.

**ADJOURNMENT**

Mayor Gonzalez adjourned the meeting at 7:26 p.m.

Respectfully submitted,

Caitlin Corley  
City Clerk



10/01/2018 1:36:38PM

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48635	10/1/2018	00051	CALIFORNIA WATER SERVICE6544607057	9/18/2018	6544607057 S.W. CORNER HI	864.20	864.20
48636	10/1/2018	00071	CSG CONSULTANTS, INC. July 1-27, 2018	9/25/2018	CSG	134,116.02	134,116.02
48637	10/1/2018	00117	DELTA DENTAL OF CALIFORNIA03048352	10/1/2018	DENTAL INSURANCE	12,797.60	12,797.60
48638	10/1/2018	00254	METRO MOBILE COMMUNICA42745	9/13/2018	WHELEN LIGHTS FOR HARLE	806.66	806.66
48639	10/1/2018	00307	PACIFIC GAS & ELECTRIC 09/19/2018	9/19/2018	PG&E	1,295.04	1,295.04
48640	10/1/2018	00345	SMC SHERIFF'S OFFICE Nov 15-16 Drive	9/20/2018	NOV 15-16 DRIVER TRAINING	450.00	450.00
			Nov 12-15 Crisis	9/25/2018	NOV 12-15 CRISIS INTERVEN	275.00	275.00
			Nov 5-9 Basic Tr	9/25/2018	NOV 5-9 BASIC TRAFFIC COL	125.00	125.00
48641	10/1/2018	00432	VISION SERVICE PLAN October 2018	9/17/2018	VISION SERVICE PLAN	1,080.66	1,080.66
48642	10/1/2018	00563	PETTY CASH 09/28/18 Petty C	10/1/2018	09/28/18 PETTY CASH REIMB	100.94	100.94
48643	10/1/2018	00614	DENINA, PERLA 2001311.003	9/28/2018	09.26.18 BREAKFAST BINGO I	4.00	4.00
48644	10/1/2018	01036	MANAGED HEALTH NETWORKIPRM-029378	9/16/2018	EMPLOYEE ASSISTANCE PRG	99.20	99.20
48645	10/1/2018	01076	API CONSULTING 18-08 Colma	9/18/2018	RECORDS MANAGEMENT	7,076.25	7,076.25
48646	10/1/2018	01355	THE BANK OF NEW YORK ME252-2140328	9/24/2018	COP FEES	1,400.00	1,400.00
48647	10/1/2018	01367	DUO DANCE ACADEMY August 2018	9/25/2018	DANCE CLASSES	280.00	280.00
48648	10/1/2018	01370	VERIZON WIRELESS SERVICE19814673317	9/15/2018	CELL PHONE SERVICE	1,582.23	1,582.23
48649	10/1/2018	01414	VERANO HOMEOWNERSASS10	10/1/2018	VERANO OWNERS ASSOCIAI	320.00	320.00
48650	10/1/2018	01565	BAY CONTRACT MAINTENAN(Sept 2018	9/10/2018	JANITORIAL SERVICES	10,473.35	10,473.35
			21440	9/11/2018	15 TOWEL MULTIFOLD WHITI	841.52	841.52
48651	10/1/2018	02216	RAMOS OIL CO. INC. 33612	8/10/2018	PD GASOLINE PURCHASES 1	1,514.71	1,514.71
			35200	8/20/2018	PD GASOLINE PURCHASES 1	1,453.09	1,453.09
			34129	8/10/2018	RECREATION GASOLINE PUF	47.25	47.25
48652	10/1/2018	02224	STANDARD INSURANCE COM Oct 2018	9/14/2018	LIFE INSURANCE	231.00	231.00
48653	10/1/2018	02499	GE CAPITAL INFORMATION 1077856266	9/13/2018	RICOH MP C6502 COPIER RE	750.80	750.80
48654	10/1/2018	02565	INIGUEZ, JUANA E. 2001307.003	9/24/2018	09.24.18 DEPOSIT REFUND	275.00	275.00
48655	10/1/2018	02637	Z.A.P. MANUFACTURING INC. 1742	8/31/2018	CUSTOM SIGNS	4,043.28	4,043.28
			1743	9/17/2018	L-BRACKET (UNTHREADED) I	1,207.13	1,207.13
48656	10/1/2018	02658	PUBLIC SAFETY TRAINING Nov 15-16 Civil	9/25/2018	NOV 15-16 CIVIL LE SYMPOSI	225.00	225.00
48657	10/1/2018	02701	FRANCISCO, MARK Sept 17-21 First	9/25/2018	SEPT 17-21 FIRSTAID/CPR AI	230.54	230.54
48658	10/1/2018	02740	FIGLIETTI, MATTHEW 2001309.003	9/24/2018	09.24.18 DUO DANCE WITHDI	110.00	110.00
48659	10/1/2018	02793	DITO'S MOTORS 18761	9/24/2018	OIL & FILTER CHANGE	93.24	93.24
			18749	9/21/2018	SERVICE	21.75	21.75
48660	10/1/2018	02797	XTELESIS CORPORATION 36874	9/13/2018	10 MIVOICE CONNECT COUR	1,109.00	1,109.00
48661	10/1/2018	02849	U.S. BANK PARS ACCOUNT, 6 October 2018 Of	10/1/2018	OPEB CONTRIBUTION	141,560.00	141,560.00

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Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48662	10/1/2018	02909	Summer 2018 Ti	9/24/2018	SUMMER 2018 TUITION REIM	248.00	248.00
48663	10/1/2018	02949	WELLS FARGO VENDOR FINA101126844	9/20/2018	ADMIN COPY MACHINE	1,362.61	1,362.61
48664	10/1/2018	02970	PRODUCTIVE PRINTING & GR33062	9/13/2018	RECEIPT (2 COLOR 3PT NCR	483.94	483.94
48665	10/1/2018	03061	NORTH BAY PETROLEUM 1965102	9/15/2018	PW GAS PURCHASES	273.25	273.25
48666	10/1/2018	03150	JIMENEZ, JOANNE 2001312.003	9/28/2018	09.26.18 BREAKFAST BINGO I	2.00	2.00
48667	10/1/2018	03201	HEWLETT, VALERIE 2001310.003	9/24/2018	09.24.18 DEPOSIT REFUND	50.00	50.00
48668	10/1/2018	03202	CALDERON, DANIEL 2001308.003	9/24/2018	09.24.18 DEPOSIT REFUND	300.00	300.00
48669	10/1/2018	03203	STEDMAN, THOMAS 20181208A Dept	8/2/2018	12/08/18 LIVEWIRE BAND DEI	2,500.00	2,500.00
0012018	10/1/2018	00282	CALIFORNIA PUBLIC EMPLOY1000000154336:	9/14/2018	MEDICAL INSURANCE	4,635.12	4,635.12
<b>Sub total for TRI COUNTIES BANK:</b>						<b>336,714.38</b>	

36 checks in this report.

Grand Total All Checks: 336,714.38

Final Check List  
Town of Colma

apChkLst  
10/09/2018 2:05:08PM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48670	10/10/2018	00003	7364	9/18/2018	USED CIRCUIT TRACER TO II	370.00	370.00
48671	10/10/2018	00013	Sept 2018	9/30/2018	TIRE SERVICE	768.18	768.18
48672	10/10/2018	00050	11640	9/10/2018	S. LUM CPCA ROLE OF THE C	551.00	551.00
48673	10/10/2018	00057	Sept 2018	10/1/2018	CLEANING SERVICE	1,242.80	1,242.80
48674	10/10/2018	00093	CITY OF SOUTH SAN FRANCISCO 517365	9/13/2018	TRAFFIC SIGNAL MAINTENANCE	846.80	1,596.80
48675	10/10/2018	00159	517365	9/13/2018	TRAFFIC SIGNAL MAINTENANCE	750.00	1,272.06
48676	10/10/2018	00254	GRAPHIC TECHNICS/GRAPHIC 13589	9/24/2018	ACYLIC SIGN CUSTOM CNC F	1,272.06	1,272.06
48677	10/10/2018	00256	METRO MOBILE COMMUNICA 181024	10/1/2018	MAINTENANCE CONTRACT	602.00	860.79
48678	10/10/2018	00280	42794	9/27/2018	MOTORCYCLE WHELEN LIGHT	258.79	17.00
48679	10/10/2018	00307	10/03/18 Meal R	10/4/2018	10/03/18 ELECTRONIC CRIME	17.00	106.23
48680	10/10/2018	00311	20761254001	9/21/2018	OFFICE SUPPLIES	106.23	2,577.07
48681	10/10/2018	00352	09/24/2018	9/24/2018	PG&E	2,577.07	895.58
48682	10/10/2018	00433	3102460951	9/21/2018	07/20/18-10/19/18 POSTAGE M	895.58	28,620.41
48683	10/10/2018	00500	642013	9/28/2018	CSO 2018 FORD F-150 #1FTE	28,620.41	71.14
48684	10/10/2018	00575	9915408273	9/25/2018	STERLING PARK WALL MOUNT	71.14	40.57
48685	10/10/2018	00623	9922326062	10/2/2018	PD 2 SOAP DISPENSERS 30 C	40.57	1,812.70
48686	10/10/2018	00830	SMC CONTROLLERS OFFICE Sept 2018	10/3/2018	ALLOCATION OF PARKING PE	1,812.70	45.00
48687	10/10/2018	01030	06913	10/2/2018	MEMBERSHIP RENEWAL TO	45.00	412.00
48688	10/10/2018	01037	August 2018	8/31/2018	UNIFORM SERVICE	412.00	193.74
48689	10/10/2018	01340	1621193094	9/25/2018	OFFICE SUPPLIES	193.74	5,622.00
48690	10/10/2018	01457	1801867	9/20/2018	MONTHLY SERVICE CONTRA	5,622.00	13,510.48
48691	10/10/2018	01601	October 2018	9/26/2018	8155 20 022 0094769 TOWN C	13,510.48	286.16
48692	10/10/2018	01687	09/25-10/24 Intel	9/20/2018	8155 20 022 0097051 Internet	286.16	286.16
48693	10/10/2018	01995	09/25-10/24 427	10/9/2018	8155 20 022 0097028 427 F ST	286.16	10.75
48694	10/10/2018	01997	09/27-10/26 XFII	9/17/2018	8155 20 022 0002770 1520 HIL	10.75	14,093.55
48695	10/10/2018	02082	10153046	9/28/2018	SECTION 125 PARTICIPANT &	75.00	75.00
48696	10/10/2018	02144	2001318.003	10/2/2018	10.02.18 ADULT COOKING CL	8.00	8.00
48697	10/10/2018	02179	2001318.003	10/1/2018	10.01.18 DEPOSIT REFUND	50.00	50.00
			114-7294447	8/31/2018	FENCE RENTAL 08/30/18-09/2	504.71	504.71
			18-1001	9/28/2018	CARDROOM BACKGROUN	550.00	550.00
			111888	9/12/2018	SERVICE OPERABLE WALL I	1,181.00	1,181.00
			VINCE'S OFFICE SUPPLY, INC Sept 2018	9/30/2018	OFFICE SUPPLIES	413.00	413.00
			DOMINIC A. DE LUCCA DBA D/Sept 1-30, 2018	10/3/2018	TAE KWON DO	1,000.00	1,000.00
			HUB INTERNATIONAL OF CA Sept 2018	10/2/2018	INSURANCE EVENTS	864.26	864.26

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Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48698	10/10/2018	02198	BAYSIDE PRINTED PRODUCT 112346	10/2/2018	RECREATION GUIDE	454.02	454.02
48699	10/10/2018	02765	STOMMEL INC, DBALEHR S120503	9/28/2018	2018 FORD EXPLORER CHIEI	3,411.88	3,411.88
48700	10/10/2018	02787	AECO SYSTEMS, INC. 19429	10/1/2018	FIRE & BURGLAR PANIC ALAI	185.00	185.00
48701	10/10/2018	02795	ROSSET, JAY 10/03/18 Meal R	10/4/2018	10/03/18 ELECTRONIC CRIME	15.57	15.57
48702	10/10/2018	02799	WAVE 06598468	9/23/2018	OCTOBER 2018 RIMS PT TO I	400.00	400.00
48703	10/10/2018	02808	HUERTA, PEDRO 2001313.003	10/1/2018	10.01.18 DEPOSIT REFUND	150.00	150.00
48704	10/10/2018	02993	MOSQUEDA VELEZ, VANESSA Aug 16-Oct 4, 20	10/4/2018	YOGA FOR SENIORS	720.00	720.00
48705	10/10/2018	03015	U.S. BANK CORPORATE PMT 09/24/18 Abellan	9/24/2018	CREDIT CARD CHARGE	4,912.06	
			09/24/18 Dossey	9/24/2018	CREDIT CARD CHARGE	4,589.74	
			09/24/18 Gotelli	9/24/2018	CREDIT CARD CHARGE	1,245.45	
			09/24/18 Gogan	9/24/2018	CREDIT CARD CHARGE	1,029.71	
			09/24/18 Lin	9/24/2018	CREDIT CARD CHARGE	727.96	
			09/24/18 De Leo	9/24/2018	CREDIT CARD CHARGE	467.05	
			09/24/18 Corley	9/24/2018	CREDIT CARD CHARGE	286.00	13,257.97
48706	10/10/2018	03204	WATERLOGIC AMERICAS LLCNIN739045W	9/7/2018	SERVICE AGREEMENT 1ST F	199.48	199.48
<b>Sub total for TRI COUNTIES BANK:</b>						<b>84,608.51</b>	<b>84,608.51</b>

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37 checks in this report.

Grand Total All Checks: 84,608.51

Final Check List  
Town of Colma

apChkLst  
10/10/2018 9:58:02AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48707	10/10/2018	00051	09/27/2018	9/27/2018	WATER BILL	7,214.67	7,214.67
48708	10/10/2018	00307	0567147369-1	9/28/2018	0567147369-1 JSB S/O SERRA	165.15	165.15
48709	10/10/2018	01037	09/25-10/24	9/25/2018	8155 20 022 0193199 1198 EL	10.75	10.75
48710	10/10/2018	03015	09/24/18 Morque	9/24/2018	CREDIT CARD CHARGE	3,652.36	
			09/24/18 Tapia	9/24/2018	CREDIT CARD CHARGE	1,967.77	
			09/24/18 Velasq	9/24/2018	CREDIT CARD CHARGE	958.46	
			09/24/18 Strattor	9/24/2018	CREDIT CARD CHARGE	518.57	
			09/24/18 Lum	9/24/2018	CREDIT CARD CHARGE	388.30	
			09/24/18 Pfortent	9/24/2018	CREDIT CARD CHARGE	331.95	
48711	10/10/2018	03061	1968939	9/30/2018	PW GAS PURCHASES	338.14	7,817.41
48712	10/10/2018	03157	12265	9/1/2018	TOW SERVICE	75.00	338.14
							75.00
							15,621.12

Sub total for TRI COUNTIES BANK:

6 checks in this report.

Grand Total All Checks: 15,621.12



Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48713	10/12/2018	00068	10122018 B	10/12/2018	COLMA PEACE OFFICERS: P/	690.83	690.83
48714	10/12/2018	01164	10122018 B	10/12/2018	STATE - WAGE GARNISHMEN	450.00	450.00
48715	10/12/2018	01340	10122018 B	10/12/2018	FLEX 125 PLAN: PAYMENT	286.92	286.92
48716	10/12/2018	01375	10122018 B	10/12/2018	NATIONWIDE RETIREMENT S	5,150.00	
			10122018 M	10/12/2018	NATIONWIDE: PAYMENT	1,200.00	6,350.00
48717	10/12/2018	02377	10122018 B	10/12/2018	WAGE GARNISHMENT: PAYM	871.38	871.38
93802	10/12/2018	00521	10122018 M	10/12/2018	FEDERAL TAX: PAYMENT	916.80	916.80
93803	10/12/2018	01360	10122018 M	10/12/2018	ICMA CONTRIBUTION: PAYME	463.86	463.86
93804	10/12/2018	00631	10122018 M	10/12/2018	PERS MISC NON-TAX: PAYME	604.81	604.81
93805	10/12/2018	00282	10122018 M	10/12/2018	OCTOBER 2018 ACTIVE PREI	4,694.70	4,694.70
93806	10/12/2018	00130	10122018 B	10/12/2018	CALIFORNIA STATE TAX: PAY	12,056.81	12,056.81
93807	10/12/2018	01340	10122018 B	10/12/2018	COMMUTER PLAN: PAYMENT	62.00	62.00
93808	10/12/2018	00521	10122018 B	10/12/2018	FEDERAL TAX: PAYMENT	53,301.94	53,301.94
93809	10/12/2018	00282	10122018 B	10/12/2018	OCTOBER 2018 ACTIVE PREI	57,645.55	57,645.55
93810	10/12/2018	00631	10122018 B	10/12/2018	PERS - BUYBACK: PAYMENT	55,208.54	55,208.54
93811	10/12/2018	01360	10122018 B	10/12/2018	ICMA CONTRIBUTION: PAYME	4,234.64	4,234.64

Sub total for TRI COUNTIES BANK:

197,838.78

15 checks in this report.

Grand Total All Checks:

197,838.78

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48718	10/15/2018	00020	ASSOCIATED SERVICES INC 118100048	10/1/2018	RENTAL	69.00	
			118100047	10/1/2018	MTN H/C BWC	9.00	78.00
48719	10/15/2018	00051	CALIFORNIA WATER SERVICE 09/28/2018	9/28/2018	WATER BILL	883.65	883.65
48720	10/15/2018	00071	CSG CONSULTANTS, INC. 07/28/18 - 08/31, 10/9/2018	10/9/2018	CSG	174,512.09	174,512.09
48721	10/15/2018	00111	DEPARTMENT OF CONSERVATION April - June 2018	9/25/2018	SMIP FEES	540.71	540.71
48722	10/15/2018	00112	DEPARTMENT OF JUSTICE 329691	10/3/2018	PD ACCOUNT #140503	401.00	
			331559	10/3/2018	HR ACCOUNT #145931	49.00	450.00
48723	10/15/2018	00174	HOME DEPOT CREDIT SERVICE 09/28/2018	9/28/2018	PW SUPPLY PURCHASES	925.10	925.10
48724	10/15/2018	00215	FEDEX OFFICE AND PRINT 6-313-88044	9/21/2018	SHIPPING FEES	81.01	81.01
48725	10/15/2018	00280	OFFICE DEPOT, INC.	9/25/2018	2 SHELF CART	113.44	
			207909361001	9/26/2018	SUGAR CANNISTER, TEA BAG	70.50	
			209862605001	10/2/2018	PUSH PINS, DRAWER ORGANIZER	55.03	
			212703477001	9/26/2018	HAZELNUT COFFEEMATE, PE	50.19	
			209883704001	9/26/2018	ECO COLD CUPS, EARL GRE	47.75	
			20988238001	9/26/2018	30454 TAPE RULE FRACTION	8.68	
			207915570001	9/26/2018	BUSINESS CARD HOLDER	2.22	347.81
			209889063001	9/26/2018	2015 FORD EXPLORER REPL	758.15	758.15
48726	10/15/2018	00352	SERRAMONTE FORD, INC. 228900	9/24/2018	427 F ST. MONTHLY MONITORING	113.00	113.00
48727	10/15/2018	00388	SONITROL 1324435-IN	10/1/2018	10/26/18 TAKE MY HAND ANNUAL	100.00	100.00
48728	10/15/2018	00456	NORTH PENINSULA FOOD PA Take My Hand D	10/9/2018	UNIFORM SERVICE	412.00	412.00
48729	10/15/2018	00623	ARAMARK Sept 2018	9/30/2018	D STREET NORTH SIDE TREE REMOVAL	4,850.00	
48730	10/15/2018	00649	DAVEY TREE EXPERT COMPANY 913088671	9/24/2018	1180 EL CAMINO TREE PRUNING	4,800.00	
			912960497	9/19/2018	D STREET SOUTH SIDE TREE REMOVAL	4,800.00	
			913088672	9/24/2018	1655-1715 MISSION ROAD TREE REMOVAL	2,400.00	
			912960498	9/19/2018	D STREET FIRE BLIGHT TREE REMOVAL	1,850.00	
			913062222	9/19/2018	D STREET TREE REMOVAL	1,400.00	
			913088669	9/24/2018	CLARK AVE. & D STREET STREET LIGHTS	800.00	
			913088668	9/24/2018	HOURS IN EXCESS OF CONTRACT	1,007.50	
48731	10/15/2018	01030	STEPFORD, INC. 1801892	9/20/2018	8155 20 022 0097069 INTERNAL	291.16	291.16
48732	10/15/2018	01037	COMCAST CABLE 10/02/18-11/01/18	9/27/2018	RECORDS MANAGEMENT	8,882.50	8,882.50
48733	10/15/2018	01076	API CONSULTING 18-09 Colma	10/10/2018	UNIFORMS	141.36	141.36
48734	10/15/2018	01184	PENINSULA UNIFORMS & EQUIPMENT 2018	9/30/2018	10.09.18 DEPOSIT REFUND	300.00	300.00
48735	10/15/2018	01345	GOODWIN, SILVIA MARTHA 2001321.003	10/9/2018	50 BUSINESS CARDS A. MCK	226.19	226.19
48736	10/15/2018	01552	FORTE PRESS CORPORATION IO54819	9/28/2018			

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48737	10/15/2018	01565	BAY CONTRACT MAINTENANCE October 2018 21470 21512	10/10/2018	JANITORIAL SERVICES	8,384.57	
48738	10/15/2018	01570	THE BANK OF NEW YORK MEOct 2018 COP Ir	9/13/2018	OCTOBER 2018 COP INTERE	88,082.43	14,510.98
48739	10/15/2018	01629	R. J. RICCIARDI INC., CPAS 10806	9/30/2018	FY 2017-2018 SCO STREET R	735.00	88,082.43
48740	10/15/2018	01680	NBS GOVERNMENT FINANCE 71800075 71800074	8/7/2018	PLANNING FEE ANALYSIS	2,766.25	735.00
			9180000580	8/7/2018	BUILDING & ENGINEERING F	2,697.50	
			9180000579	9/27/2018	PLANNING FEE ANALYSIS	1,378.75	
48741	10/15/2018	01919	COLLICUTT ENERGY SERVICE 154457	9/27/2018	BUILDING & ENGINEERING F	1,348.75	8,191.25
48742	10/15/2018	02182	DAILY CITY KUMON CENTER Sept 2018	9/28/2018	ANNUAL SERVICE AND LOAD	1,708.21	1,708.21
48743	10/15/2018	02216	RAMOS OIL CO. INC.	10/9/2018	TUTORING	5,715.00	5,715.00
			39972	9/20/2018	PD GASOLINE PURCHASES 1	1,624.89	
			41541	9/30/2018	PD GASOLINE PURCHASES 2	1,512.72	
			40482	9/20/2018	RECREATION GASOLINE PUF	60.63	3,198.24
48744	10/15/2018	02244	CALIFORNIA BUILDING STANDApril - June 2018	9/25/2018	BSASRF	94.00	94.00
48745	10/15/2018	02287	RIVERA, ROSALIE 2001322.003	10/9/2018	10.09.18 DEPOSIT REFUND	300.00	300.00
48746	10/15/2018	02402	COMMERCIAL SPEEDOMETER 2685	9/17/2018	LABOR TO CHECK SPEEDOM	280.00	280.00
48747	10/15/2018	02697	VIGIL, SELINA 2001320.003	10/9/2018	10.09.18 DEPOSIT REFUND	275.00	275.00
48748	10/15/2018	02730	THE RATCLIFF ARCHITECTS 9641	9/27/2018	COLMA TOWN HALL RENOVA	31,764.40	31,764.40
48749	10/15/2018	02827	CORODATA SHREDDING, INC. RS3015106	9/30/2018	STORAGE, PICKUP/DELIVER	186.76	186.76
48750	10/15/2018	02848	UNITED COACH TOURS 14380WF	8/24/2018	12/08/18 3 BUSES TO/FROM S	2,040.00	2,040.00
48751	10/15/2018	02879	COROVAN MOVING AND STOISZA69798	9/30/2018	MATERIAL PICKUP: CARTON	186.12	186.12
48752	10/15/2018	02905	APPLIED CONCEPTS 335824	10/1/2018	200-0903-06 X-SERIES HOLST	450.33	450.33
48753	10/15/2018	02935	EMCOR SERVICES-MESA ENF001347235 001347234	9/27/2018	1199 EL CAMINO SERVICE	1,040.93	
			12	9/27/2018	TRAINING FOR HVAC WITH G	144.00	1,184.93
48754	10/15/2018	03110	BHM CONSTRUCTION, INC.	9/30/2018	TOWN HALL BUILDING INFILL	421,668.63	421,668.63
48755	10/15/2018	03115	COLE LIGHTING 86759	9/24/2018	6 TYPE LAN 1 E1315-LAN1-5"	46.10	46.10
48756	10/15/2018	03180	DAWSON, ASHLEY 09/29/2018	9/29/2018	2 HR. FACE PAINTING FOR 2.	510.00	510.00
48757	10/15/2018	03200	IBEX ENTERPRISES, RESOUF26566	9/7/2018	2" DESK GROMMETS (10) PO	5,341.26	5,341.26

Sub total for TRI COUNTIES BANK: 797,418.87

40 checks in this report.

Grand Total All Checks: 797,418.87

Final Check List  
Town of Colma

apChkLst  
10/22/2018 1:50:37PM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48758	10/22/2018	00049	CALIFORNIA PEACE OFFICER 143610	10/10/2018	K. STRATTON PEACE OFFICE	125.00	125.00
48759	10/22/2018	00057	CINTAS CORPORATION #2 8403850891	10/05/2018	PW FIRST AID TRIPLE ANTIBI	12.15	12.15
48760	10/22/2018	00082	CSMFO Jan 8-11, 2019 C	10/22/2018	C. WOO JAN 8-11, 2019 CSMF	370.00	370.00
48761	10/22/2018	00093	CITY OF SOUTH SAN FRANCISCO 517379	10/11/2018	DISPATCH SERVICES	23,409.00	23,409.00
48762	10/22/2018	00111	DEPARTMENT OF CONSERVATION July - Sept 2018	10/17/2018	SMIP FEES	312.86	312.86
48763	10/22/2018	00181	IEDA 22278	10/1/2018	LABOR RELATIONS CONSULT	1,419.00	1,419.00
48764	10/22/2018	00307	PACIFIC GAS & ELECTRIC 10/08/2018	10/08/2018	PG&E	3,583.67	3,583.67
48765	10/22/2018	00364	SMC SHERIFF'S OFFICE CLO5554	9/30/2018	LAB FEES	2,330.00	2,330.00
48766	10/22/2018	00412	TELECOMMUNICATIONS ENG45642	10/10/2018	Facilities Mgmt & Maintenance	1,328.00	1,328.00
48767	10/22/2018	00421	U.S. POSTAL SERVICE Bulk Mailing #14	10/17/2018	BULK MAILING POSTAGE #14	2,500.00	2,500.00
48768	10/22/2018	00500	SMC CONTROLLERS OFFICE August 2018	9/6/2018	ALLOCATION OF PARKING PE	1,580.10	1,580.10
48769	10/22/2018	00534	SMC INFORMATION SERVICE: 1YCL11809	10/09/2018	MICRO CHANNEL & LINES	778.08	778.08
48770	10/22/2018	00539	FIREMASTER DEPT 1019 0000583614	10/09/2018	ANNUAL MAINTENANCE 1199	52.00	52.00
48771	10/22/2018	00693	DEGUJA, PRISCILLA 2001326.003	10/15/2018	10.15.18 WITHDRAWAL REFU	40.00	40.00
48772	10/22/2018	00882	TORRES FLOWERS 120234	10/09/2018	AUGUST 24, 2018 GET WELL	54.40	54.40
48773	10/22/2018	00955	DIVISION OF THE STATE July - Sept 2018	10/19/2018	DISABILITY ACCES & EDUCA	2.80	2.80
48774	10/22/2018	01030	STEFFORD, INC. 1801910	10/09/2018	VMWARE SUPPORT AND SUE	962.10	962.10
48775	10/22/2018	01037	COMCAST CABLE 10/11-11/10 601	10/7/2018	8155 20 022 0096715 601 F ST	108.33	108.33
48776	10/22/2018	01038	ALLIANT INSURANCE SERVIC 892040	7/30/2018	FY 2018-2019 COMMERCIAL C	2,272.46	2,272.46
48777	10/22/2018	01076	API CONSULTING 18-10 Colma	10/17/2018	RECORDS MANAGEMENT	10,603.75	10,603.75
48778	10/22/2018	01101	TERRYBERRY COMPANY LLC F34209	10/09/2018	EMPLOYEE RECOGNITION G	547.10	547.10
48779	10/22/2018	01183	BEST BEST & KRIEGER LLP F34105	10/09/2018	EMPLOYEE RECOGNITION G	120.14	120.14
48780	10/22/2018	01291	SAN MATEO COUNTY 2018-2019 1st &	11/1/2018	MOSQUITO ABATEMENT ASS	299.00	299.00
48781	10/22/2018	01367	DUO DANCE ACADEMY Sept 2018	10/10/2018	DANCE CLASSES	397.50	397.50
48782	10/22/2018	01414	VERANO HOMEOWNERS ASS5 2001325.003	10/15/2018	10.15.18 WITHDRAWAL REFU	20.00	20.00
48783	10/22/2018	01457	BATERINA, BARBARA 2001333.003	10/15/2018	10.15.18 DEPOSIT REFUND	300.00	300.00
48784	10/22/2018	01511	GONZALEZ, ALEJANDRA 2001334.003	10/16/2018	10.16.18 DEPOSIT REFUND	50.00	50.00
48785	10/22/2018	01513	CARON, ANITA 114-7461914	10/09/2018	STANDARD AND REGULAR SI	149.37	149.37
48786	10/22/2018	01687	UNITED SITE SERVICES OF Nov 2018	10/15/2018	LIFE INSURANCE	231.00	231.00
48787	10/22/2018	02224	STANDARD INSURANCE COM				

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48788	10/22/2018	02244	CALIFORNIA BUILDING STAN1July - Sept 2018	10/17/2018	BSASRF	63.00	63.00
48789	10/22/2018	02274	FRANK AND GROSSMAN LANI40448109	9/27/2018	STERLING PARK INSTALL 20	3,754.00	
			40448106	9/26/2018	PULL IRRIGATION WIRES FR	604.72	
			40448108	9/27/2018	REPLACE STERLING PARK V	193.80	4,552.52
48790	10/22/2018	02499	GE CAPITAL INFORMATION	10/5/2018	PD COPY MACHINE RENTAL	808.92	
			101210626	10/5/2018	REC COPY MACHINE RENTAL	601.18	1,410.10
			101210624	10/5/2018	INTERNET ACCESS & TRANS	726.53	726.53
48791	10/22/2018	02743	UTILITY TELEPHONE, INC	10/1/2018	HISTORICAL MUSEUM SECUI	263.62	263.62
48792	10/22/2018	02787	AECO SYSTEMS, INC.	10/9/2018	HISTORICAL MUSEUM SECUI	263.62	263.62
48793	10/22/2018	02793	DITO'S MOTORS	10/18/2018	SERVICE	577.50	577.50
48794	10/22/2018	02830	BAILEY FENCE COMPANY, INK77556	10/5/2018	PD RANGE INSTALLATION & I	4,039.00	4,039.00
48795	10/22/2018	02864	MOBILE MODULAR MANAGEM1748816	9/18/2018	OFFICE, 24 X 60 HCD CLEANI	9,923.39	
			1748817	9/18/2018	8 X 20 OFFICE HCD, RAMP RI	3,589.78	
			1748545	9/13/2018	OFFICE 8X20 HCD HALF MON	-258.56	12,801.18
			1748726	9/13/2018	OFFICE, 24 X 60 HCD HALF M	-453.43	
48796	10/22/2018	02946	VELASQUEZ, AMANDA	10/22/2018	OCT 15 & 19, 2018 RIMS CONF	215.82	215.82
48797	10/22/2018	03034	FLEX ADVANTAGE	10/22/2018	HEALTH REIMBURSEMENT A	38,119.46	38,119.46
48798	10/22/2018	03034	FLEX ADVANTAGE	9/28/2018	FLEX PROCESSING FEES	165.00	165.00
48799	10/22/2018	03110	BHM CONSTRUCTION, INC. 13.1	10/19/2018	TOWN HALL BIKE RACKS	2,446.00	2,446.00
48800	10/22/2018	03124	KAZ & ASSOCIATES ENVIRON10957	10/9/2018	QSP SITE INSPECTION TO M,	550.00	550.00
48801	10/22/2018	03150	JIMENEZ, JOANNE	10/15/2018	10.15.18 WITHDRAWAL REFU	20.00	20.00
48802	10/22/2018	03155	TELLEZ, RENE	10/15/2018	10.15.18 WITHDRAWAL REFU	20.00	20.00
48803	10/22/2018	03191	MAZE & ASSOCIATES	9/30/2018	ACCOUNTING SERVICES	2,616.25	2,616.25
48804	10/22/2018	03205	IDEMIA IDENTITY & SECURITY115826	10/1/2018	10.01.18 TO 09.30.19 ANNUAL	2,694.00	2,694.00
48805	10/22/2018	03206	PERFECT AMERICAN DRAPEF008630	9/18/2018	4 DRAPERIES AND TIE BACK	740.00	740.00

Sub total for TRI COUNTIES BANK: 148,698.51

48 checks in this report.

Grand Total All Checks: 148,698.51



Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48806	10/22/2018	00117	DELTA DENTAL OF CALIFORNIA BE003081233	11/1/2018	DENTAL INSURANCE	12,797.60	12,797.60
48807	10/22/2018	00307	PACIFIC GAS & ELECTRIC 0576889222-5	10/9/2018	0576889222-5 1180 EL CAMINO	178.51	178.51
48808	10/22/2018	02419	MARTINEZ, ALINA 2001337.003	10/22/2018	10.22.18 DEPOSIT REFUND	300.00	300.00
48809	10/22/2018	03207	CORTEZ, SUZANNE L. 10282018	10/23/2018	10/28/18 LIVE BAND PERFORM	300.00	300.00
<b>Sub total for TRI COUNTIES BANK:</b>						<b>13,576.11</b>	

4 checks in this report.

Grand Total All Checks:

13,576.11

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48810	10/26/2018	00047	10262018 B	10/26/2018	CLEA: PAYMENT	294.00	294.00
48811	10/26/2018	00068	10262018 B	10/26/2018	COLMA PEACE OFFICERS: P/	690.83	690.83
48812	10/26/2018	01164	10262018 B	10/26/2018	STATE OF CALIFORNIA, FRAN	450.00	450.00
48813	10/26/2018	01340	10262018 B	10/26/2018	NAVIA BENEFIT SOLUTIONS	286.92	286.92
48814	10/26/2018	01375	10262018 B	10/26/2018	NATIONWIDE RETIREMENT S	5,150.00	5,150.00
48815	10/26/2018	02224	10262018 B	10/26/2018	NATIONWIDE: PAYMENT	436.50	436.50
48816	10/26/2018	02377	10262018 B	10/26/2018	LIFE INSURANCE: PAYMENT	871.38	871.38
93813	10/26/2018	00130	10262018 B	10/26/2018	WAGE GARNISHMENT: PAYM	10,671.54	10,671.54
93814	10/26/2018	00521	10262018 B	10/26/2018	CALIFORNIA STATE TAX: PAY	48,118.61	48,118.61
93815	10/26/2018	00631	10262018 B	10/26/2018	FEDERAL TAX: PAYMENT	42,415.29	42,415.29
93816	10/26/2018	01360	10262018 B	10/26/2018	P.E.R.S. PERS - BUYBACK: PAYMENT	4,271.63	4,271.63
					VANTAGE TRANSFER AGENT:10262018 B		
<b>Sub total for TRI COUNTIES BANK:</b>						<b>113,656.70</b>	

11 checks in this report.

Grand Total All Checks:

113,656.70

Final Check List  
Town of Colma

apChkLst  
10/29/2018 11:40:05AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48817	10/29/2018	00002	AT&T	10/13/2018	650 758-6069 817 8	533.67	533.67
48818	10/29/2018	00004	AT&T	10/13/2018	C3-A/B-12-10-TS-01 9/13-10/12	1,570.12	1,570.12
48819	10/29/2018	00051	CALIFORNIA WATER SERVICE	10/16/2018	6544607057 SW CORNER HIL	759.10	969.84
				10/11/2018	1727052702 JSB ACROSS FR	210.74	
48820	10/29/2018	00110	DEPARTMENT OF TRANSPORTS	10/15/2018	SIGNALS & LIGHTING	1,152.24	1,152.24
48821	10/29/2018	00223	LESTER'S FLOWER SHOP	10/21/2018	CUT FLOWER VASE ARRANG	49.48	49.48
48822	10/29/2018	00307	PACIFIC GAS & ELECTRIC	10/16/2018	1918250367-2 1198 EL CAMIN	3,283.85	
				10/9/2018	0512181543-4 SIGNALS & LIG	1,956.81	5,240.66
				10/17/2018	SWEeper/SCRUBBER, RIDEI	564.00	
48823	10/29/2018	00394	TENNANT	10/18/2018	LITTER VACUUM MATLV4300	357.00	921.00
				10/16/2018	VISION SERVICE PLAN	1,080.66	1,080.66
48824	10/29/2018	00432	VISION SERVICE PLAN	10/24/2018	WALL MOUNT SOAP DISPEN	206.69	206.69
48825	10/29/2018	00433	GRAINGER INC	10/18/2018	1199 El Camino Annual Mainte	52.00	52.00
48826	10/29/2018	00539	FIREMASTER DEPT 1019	10/24/2018	2019 ASSOCIATION MEMBER	600.00	600.00
48827	10/29/2018	00716	SMCPCSA	10/22/2018	BLACK PULLOVER SWEATSH	989.02	989.02
48828	10/29/2018	00794	GOOMBAH'S EMBROIDERY	10/17/2018	EMPLOYEE ASSISTANCE PR	99.20	99.20
48829	10/29/2018	01036	MANAGED HEALTH NETWORK	10/17/2018	8155 20 022 0002770 1520 HIL	10.75	10.75
48830	10/29/2018	01037	COMCAST CABLE	10/15/2018	CELL PHONE SERVICE	1,584.29	1,584.29
48831	10/29/2018	01370	VERIZON WIRELESS SERVICE	10/1/2018	PD CAR WASH	13.95	13.95
48832	10/29/2018	01399	WESTLAKE ECO SOFT TOUCH	10/17/2018	INSTALL 21 PLANTERS AT TO	29,200.00	
48833	10/29/2018	02274	FRANK AND GROSSMAN LANI	10/15/2018	LANDSCAPE MAINTENANCE	9,820.00	
				10/15/2018	CLARK & D STREET REMOVE	1,640.54	
				10/15/2018	GUN RANGE BRUSH REMOVE	1,510.00	
				10/15/2018	CREEKSIDE VILLAS REMOVE	1,136.43	
48834	10/29/2018	02468	ULINE, INC.	10/11/2018	3/4X020X200 STAINLESS STE	242.61	43,306.97
48835	10/29/2018	02546	BAXTER'S FRAME WORKS	10/15/2018	FRAMED RECOGNITION PLA	162.83	242.61
48836	10/29/2018	02585	NHA ADVISORS, LLC	4/25/2018	COLMA 2017 CONTINUING DI	2,000.00	162.83
48837	10/29/2018	02676	DYETT & BHATIA, URBAN ANE	10/15/2018	SERRAMONTE BLVD & COLLI	20,562.06	2,000.00
				10/17/2018	SERRAMONTE BLVD & COLLI	10,684.04	
48838	10/29/2018	02712	EPS, INC., DBA EXPRESS	10/23/2018	EPS MOBILIZED CAMERA CR	350.00	31,246.10
48839	10/29/2018	02788	LUNA-SEVILLA, MARGARET	10/24/2018	ZUMBA CLASSES	350.00	350.00
				10/24/2018	ZUMBA CLASSES	300.00	
48840	10/29/2018	02793	DITO'S MOTORS	10/23/2018	SERVICE	26.25	650.00
48841	10/29/2018	02949	WELLS FARGO VENDOR FINA	10/19/2018	ADMIN COPY MACHINE	1,750.05	26.25
							1,750.05

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48842	10/29/2018	03061		10/15/2018	PW GAS PURCHASES	564.80	564.80
48843	10/29/2018	03086	1972784	10/17/2018	BOLT, HEX HEAD, 5-16"-18X1,	198.92	198.92
48844	10/29/2018	03117	1617851	9/28/2018	COLMA SYSTEMIC SAFETY A	26,845.42	26,845.42
48845	10/29/2018	03164	110097970	10/25/2018	ACCESS CONTROL SERVICE	12,261.10	12,261.10
48846	10/29/2018	03184	Aug 21-Oct 23, 2	10/24/2018	YOGA	1,035.00	1,035.00
48847	10/29/2018	03208	AAA BUSINESS SUPPLIES & I12039494-0	10/24/2018	DOORSTOP, RUBBER, 2" WID	73.70	73.70
<b>Sub total for TRI COUNTIES BANK:</b>							135,787.32

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31 checks in this report.

Grand Total All Checks: 135,787.32





**ORDINANCE NO. \_\_\_\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**AN ORDINANCE AMENDING SECTION 1.04.010 OF THE COLMA MUNICIPAL CODE,  
RELATING TO COMPENSATION OF COUNCIL MEMBERS**

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

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**Article 1. COLMA MUNICIPAL CODE SECTION 1.04.010 AMENDED**

Section 1.04.010 of the Colma Municipal Code is amended to read as follows:

**1.04.010 Compensation of City Council Members.**

From and after the commencement of the term of office of any council member after the adoption of this ordinance, each member of the City Council shall receive a salary of nine hundred sixty-one and no/100 dollars (\$961.00) per month.

[*History:* formerly § 1.501, ORD. 205, 12/8/76; ORD. 268, 3/10/82; ORD. 299, 7/11/84; ORD. 323, 7/10/85; ORD. 358, 10/14/87; ORD. 392, 7/12/89; ORD. 429, 8/14/91; ORD. 572, 3/8/00; ORD. 620, 9/8/04; ORD 655, 3/14/07; ORD 729, 11/13/13, ORD, \_\_\_\_\_, 10/24/18]

[*Reference:* GOV'T CODE §36516]

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**Article 2. SEVERABILITY.**

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

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**Article 3. NOT A CEQA PROJECT.**

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

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**Article 4. EFFECTIVE DATE.**

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

**Certification of Adoption**

I certify that the foregoing Ordinance No. \_\_\_\_ was duly introduced at a regular meeting of the City Council of the Town of Colma held on October 10, 2018 and duly adopted at a regular meeting of said City Council held on October 24, 2018 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Raquel "Rae" Gonzalez, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Pak Lin, Administrative Services Director  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: November 14, 2018  
 SUBJECT: Carryover Unused CIP Budget to FY 2018-19

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## STAFF RECOMMENDATION

Staff recommends that the Council adopt:

RESOLUTION AMENDING THE FISCAL YEAR 2018-19 BUDGET TO REFLECT THE ACTUAL UNSPENT CAPITAL IMPROVEMENT PROJECT BUDGETS AND AMENDING THE COLMA ADMINISTRATIVE CODE SECTION 4.01.070, RELATING TO ADJUSTMENTS TO BUDGET

## EXECUTIVE SUMMARY

In developing the FY 2018-19 Budget, staff uses estimates to determine the capital project budget to be carried over. Because the budget process began in March 2018, staff does not always have complete information, resulting in incorrect carryover project budgets. As part of the year-end close, staff completed a Capital Budget Reconciliation which compares the FY 2017-18 unspent project budget based on actual spending to the FY 2018-19 project carryover. The reconciliation indicates seven projects with budgets that were either over or under appropriated – net impact of \$277,656. To accurately reflect the project budget, staff recommends amending the FY 2018-19 Budget. Additionally, staff recommends amending Colma Administrative Code (CAC) 4.01.070, relating to Adjustments to Budget, so that the budget can be adjusted to reflect the correct unspent project carryover budget, as part of the year-end closing process.

## FISCAL IMPACT

The carryover adjustment will increase the 2018-19 Adopted Budget by \$277,656. The carryover project budgets were previously approved by the City Council and will draw down from unspent funds in the capital fund reserve.

## BACKGROUND

Unlike the Town's operating budget, the capital budget continues for the life of the project. Once approved by the City Council, the project managers tracks the project spending and budget separate from the confines of the fiscal year. They rely on the project budget to ensure that the projects are delivered on time and within budget.

In order to present the full picture when preparing the annual operating and capital budget, the project managers were asked to estimate how much will be spent by June 30, based on information that was available at the time. Based on the estimate, the project carryover budget is calculated. This resulted in an over or under appropriation and a budget adjustment is needed to carry over the correct appropriation.

Calculating the accurate unspent project budget to be carried over is an administrative function. Currently, the Town's CAC Section 4.01.070 Adjustment to Budget does not allow the project budget carryover to be automated as part of the year-end close process. In understanding the impact of not carrying over the accurate unspent budget, Staff completed a capital project reconciliation.

## ANALYSIS

The Finance Department completed a capital project reconciliation, which compares the 2017-18 unspent project budgets to the 2018-19 carryover budget. The reconciliation identified seven projects that were over or under appropriated at a net of \$277,656.

Project Title	2017/18 Budget	2017/18 Actual Expenditure	2017-18 Unspent Project Budget (actual)	2018/19 Adopted Budget Carryover	Capital Budget Adjustment Increase/ (Decrease)
	[a]	[b]	[c] = [a]-[b]	[d]	[c]-[d]
Mission Road Improvements (903)	1,375,000	13,600	1,361,400	1,361,400	-
Serramonte Boulevard Beautification (913)	400,000	193,246	206,754	260,000	(53,246)
Sterling Park Playground Improvements (944)	287,500	26,871	260,630	273,500	(12,871)
Town Hall Campus Renovation (947)	12,762,496	7,820,903	4,941,593	4,762,496	179,097
Sanitary Sewer System Assessment (971)	62,118	44,901	17,217	18,000	(783)
Access Control at Town Facilities (983)	334,473	87,776	246,697	85,000	161,697
Geographic Information System (985)	25,105	-	25,105	25,105	-
Town's IT Infrastructure Upgrades (986)	50,000	16,812	33,188	25,000	-
Automobile Purchase - Fleet Replacements (987)	121,035	112,587	8,448	8,448	-
Dispatch Furniture Upgrade (988)	-	-	-	-	-
Records Management System (989)	-	-	-	-	-
General Plan Update (991)	203,650	4,420	199,231	198,650	581
Roadway Network Plan (SSARP) (993)	300,000	186,820	113,180	110,000	3,180
Climate Action Plan Update (994)	-	-	-	-	-
<b>Total</b>	<b>15,921,377</b>	<b>8,507,935</b>	<b>7,413,442</b>	<b>7,127,599</b>	<b>277,656</b>

As shown on the table above, the carryover project budget for the Town Hall Campus Renovation (947) and Access Control at Town Facilities (983) projects are significantly less than actual. This results in having significantly less budget in 2018-19 to pay for project expenses. Although the City Council previously approved a \$335,000 for Access Control (983) and \$18.1 million for the Town Hall Renovation (947), the incorrect carryover effectively reduced the project budget by

more than \$150,000 for both projects. The proposed correction will restore the project budgets to what the City Council had previously approved.

Correcting the 2018-19 carryover budget is an administrative process and does not commit new funding towards the projects. By updating CAC 4.01.070, project carryover adjustment will be allowed as part of the administrative process, which will be part of the year-end closing process. A report will be given to the City Council within 30 days of the annual audited financial report update.

Project carryover adjustment is only applicable to non-recurring projects. This specifically excludes the Town's IT Infrastructure Upgrades (986) and Automobile Purchase – Fleet Replacement (987) projects.

### **Reasons For the Recommended Action/Findings**

Estimates by nature have built-in inaccuracies. Because the Town's operating budget needs to be reviewed, studied and approved by June 30, estimates will be required in calculating the capital budget. Staff recommends amending the 2018-19 budget as stated in the table above and to amend the CAC Section 4.01.070 to allow staff to update the carryover project budget based on results from the capital project reconciliation.

### **Council Adopted Values**

The City Council's approval of the recommended action is *responsible* as it will ensure that there are adequate appropriations for the seven projects listed above. This will ensure timely completion of the projects and honor the agreements the Town entered into with contractors.

### **Alternatives**

If the adjustments are not approved, the project budgets for the seven projects listed above will need to be amended and staff will need to come before the City Council to increase the project budget for Town Hall Campus Renovation (947) and Access Control at Town Facilities (983) as the projects' carryover budgets were substantially less than actual.

### **CONCLUSION**

Staff recommends that the Council adopt a resolution amending the fiscal year 2018-19 budget to reflect the actual unspent capital improvement projects budgets and a resolution amending the CAC Section 4.01.070

### **ATTACHMENTS**

- A. Resolution



**RESOLUTION NO. 2018-##  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AMENDING THE FISCAL YEAR 2018-19 BUDGET TO REFLECT THE  
ACTUAL UNSPENT CAPITAL IMPROVEMENT PROJECT BUDGETS AND AMENDING  
COLMA ADMINISTRATIVE CODE SECTION 4.01.070, RELATING TO ADJUSTMENTS  
TO BUDGET**

The City Council of the Town of Colma does resolve as follows.

**1. Background**

- (a) The 2018-19 budget was adopted on June 13, 2018, which included capital project budgets and estimated carryover appropriations;
- (b) The carryover appropriations were calculated based on incomplete year-to-date expenditures through April 2018, resulting in over and under appropriations;
- (c) As part of the FY 2017-18 year-end close, actual unspent project budgets were compared to the estimated carryover appropriations and found seven projects that were incorrectly budgeted;
- (d) During the 2018-19 budget process, staff notified the City Council that the carryover project budgets were appropriations the City Council previously approved and the City Council only would need to approve the new requests;
- (e) Correcting the carryover unspent project budgets is an administrative process completed as part of the year-end close process and it does not require additional funding;
- (f) The current Town of Colma Administrative Code Section 4.01 titled Budget and Reserve Policy does not identify carryover unspent project budgets as an authorized adjustment to the budget (CAC 4.01.070);

**2. Order**

- (a) *Amendments to Budget.* The Fiscal Year 2018-2019 Budget is amended by increasing the Capital Improvement Project Budget based on the table below:

Project Title	Capital Budget Adjustment Increase/ (Decrease)
Serramonte Boulevard Beautification (913)	(53,246)
Sterling Park Playground Improvements (944)	(12,871)
Town Hall Campus Renovation (947)	179,097
Sanitary Sewer System Assessment (971)	(783)
Access Control at Town Facilities (983)	161,697
General Plan Update (991)	581
Roadway Network Plan (SSARP) (993)	3,180
<b>Total</b>	<b>277,656</b>

(b) *Administrative Code Section 4.01.070.* CAC Section 4.01.070 is reserved for adjustments to the budget and the correction of the carryover appropriation for unspent project budgets should be considered as adjustments to the budget.

**ARTICLE 1. CAC SECTION 4.01.070 AMENDED**

The following subsection (e) is hereby added to Colma Administrative Code Section 4.01.070 to read as follows:

(e) At any time after adoption of a Budget but prior to the completion of the annual financial audit, the City Manager may adjust the capital budget carryover appropriations to restore project budgets to City Council previously approved appropriation levels. At the City Manager's discretion and consistent with City Council's direction during project adoption, unspent project budgets may be excluded from carryover appropriation analysis. A summary of carryover analysis shall be presented to the City Council within 30 days of the annual audited financial update.

**ARTICLE 2. SEVERABILITY.**

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

**ARTICLE 3. NOT A CEQA PROJECT.**

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



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**ARTICLE 4. EFFECTIVE DATE.**

This resolution shall take effect immediately upon adoption.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2018-\_\_ was duly adopted at a regular meeting of the City Council of the Town of Colma held on November 14, 2018, by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Raquel Gonzalez, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Pak Lin, Administrative Services Director  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: November 14, 2018  
 SUBJECT: FY 2018-19 Quarterly Financial Report (July 2018 – September 2018)

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## RECOMMENDATION

Staff recommends that the City Council make the following motion:

MOTION ACCEPTING THE FISCAL YEAR 2018-19 QUARTERLY FINANCIAL REPORT THROUGH SEPTEMBER 30, 2018 AND AUTHORIZING A COPY TO BE POSTED ON THE TOWN'S WEBSITE.

## EXECUTIVE SUMMARY

Quarterly financial reports serve as a communication tool on the financial health of the Town. It offers early warnings of potential financial concerns. In review of the Town's finances through September 30, 2018, General Fund revenues and expenditure are trending to meet the 2018-19 budget. The report does not include City Council approved budget amendments after September 30, 2018.

## FISCAL IMPACT

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

## ANALYSIS

Staff reviewed the revenues and expenditures recorded during the first three months of the Fiscal Year. The review includes a comparison of activities from July 2018 through September 2018 to the 2018-19 Adopted Budget and to the prior year's transactions for the same period. This serves as early indicators of the Town's financial health and budgetary concerns. The first quarter review was completed prior to the completion of the 2017-18 financial audit. The 2017-18 year-end numbers may be altered depending on the results of the audit.

The attached Quarterly Financial Report focuses on the General Fund, as the fund records most of the Town's operations. The 2018-19 General Fund budget projected revenues at \$18.5 million and appropriated \$16.6 million in operating expenditures and transfer of \$1.0 million to support Capital Project (\$675,000) and Debt Service (\$299,869).

Approximately 9% of the budgeted revenue was collected in the first three months. This is a result from delays in sales tax and property tax distributions from the County and the State, respectively. Expenditure spending in the first quarter is approximately 29% of the total budget and is on track to finish the year within budget. More details on revenues and expenditures trends are described in Attachment A.

### **Reasons For the Recommended Action**

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

### **COUNCIL ADOPTED VALUES**

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

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

### **CONCLUSION**

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

### **ATTACHMENT**

- A. 2018-19 Quarterly Financial Report Through September 30, 2018



## QUARTERLY FINANCIAL REPORT FIRST QUARTER 2018-19 (July 1, 2018 – September 30, 2018)

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

### **GENERAL FUND FINANCIAL POSITION**

The 2018-19 General Fund budget for revenue is \$18.5 million, expenditures is \$16.6 million, and transfers is \$1.0 million. A transfer represents moving resources from one fund to another fund. The primary General Fund transfers in the current year budget are for Capital Project funding (\$675,000) and Debt Service (\$299,869).

	FISCAL YEAR 2017-2018			FISCAL YEAR 2018-2019		
	Actual Thru June 2018	Actual Thru Sept 17	% of Actual for Period	Adopted Budget	Actual Thru Sept 2018	% of Budget
Revenue	\$ 18,827,257	\$ 1,987,326	11%	\$ 18,999,322	\$ 1,689,905	9%
Expenditures	(14,675,107)	(4,664,377)	32%	(16,552,708)	(4,837,641)	29%
Net Transfers In/(Out)	(1,154,320)	29,499	-3%	(974,869)	(675,000)	69%
Net Change	2,997,830	(2,647,552)		1,471,745	(3,822,737)	
Beginning Balance	21,547,834	21,547,834		24,545,664	24,545,664	
Balance Year to Date	<u>\$ 24,545,664</u>	<u>\$ 18,900,283</u>		<u>\$ 26,017,409</u>	<u>\$ 20,722,927</u>	

As shown in the table above, total revenues collected through September 2018 is nine percent of the budget and expenditures is 29 percent of budget. It is part of the Town's normal operation for revenues to track less than 25 percent and expenditures to track greater than 25 percent in the first quarter. This is primarily due to timing where revenue receipts are typically three to six months delayed and annual lump-sum payments are made at the beginning of the fiscal year.

### **MAJOR GENERAL FUND REVENUE SOURCES**

Through September 2018, the Town collected \$1.7 million in General Fund revenues and 91 percent is from one of the four major revenue sources for the Town.

	FISCAL YEAR 2017-2018			FISCAL YEAR 2018-2019		
	Actual Thru June 2018	Actual Thru Sept 17	% of Actual for Period	Adopted Budget	Actual Thru Sept 2018	% of Budget
<b>General Fund Revenues</b>						
Sales tax	\$ 11,397,118	\$ 994,732	9%	\$ 11,750,000	\$ 799,280	7%
Cardroom tax	4,339,128	758,670	17%	4,235,000	730,638	17%
Sewer service charges	741,035	-	0%	819,500	-	0%
Property tax	589,482	711	0%	587,300	1,546	0%
Non-major revenues	1,760,494	233,213	13%	1,157,522	158,440	14%
Total General Fund Revenues	<u>\$ 18,827,257</u>	<u>\$ 1,987,326</u>	11%	<u>\$ 18,549,322</u>	<u>\$ 1,689,905</u>	9%

As shown on the table above, *sales tax* revenues collected through September 2018 is \$799,280. The FY 2018-19 distribution is \$195,452 less than the *sales tax* revenue distributed for the same

period is resulted from timing issues. The \$994,732 in 2017-18 represents two *sales tax* distributions, while the \$799,280 in 2018-19 represents one. *Cardroom tax* revenues are tracking the same as 2017-18 for the same periods. *Sewer service charges* are collected by the County of San Mateo at the same time as *property tax*, which are paid in December and April of each year. Only supplemental property tax and transfer tax revenues are distributed by the County throughout the year. Other non-major revenues include:

Non-Major General Fund Revenues	FISCAL YEAR 2017-2018			FISCAL YEAR 2018-2019		
	Actual Thru June 2018	Actual Thru Sept 17	% of Actual for Period	Adopted Budget	Actual Thru Sept 2018	% of Budget
Other taxes	\$ 146,422	\$ 12,250	8%	\$ 143,700	\$ 676	0%
Use of money and property	695,218	60,980	9%	512,802	68,606	13%
Other charges for services	139,002	31,262	22%	135,870	35,520	26%
Licenses and permits	271,046	43,191	16%	123,840	23,328	19%
Other revenues	389,042	69,659	18%	105,300	4,974	5%
Fines and forfeitures	65,128	10,872	17%	69,000	19,382	28%
Revenues from other agencies	54,636	5,000	9%	67,010	5,955	9%
Total Non-Major General Fund Revenues	\$ 1,760,494	\$ 233,213	13%	\$ 1,157,522	\$ 158,440	14%

### **GENERAL FUND EXPENDITURES**

Overall the expenditures for the first quarter are expected to trend within the adopted budget (FY 2017-18 = 32% and FY 2018-19 = 29%). Information related to significant deviations are discussed below:

	FISCAL YEAR 2017-2018			FISCAL YEAR 2018-2019		
	Actual Thru June 2018	Actual Thru Sept 17	% of Actual for Period	Adopted Budget	Actual Thru Sept 2018	% of Budget
Salaries & Benefits	\$ (9,113,484)	\$ (2,703,615)	30%	\$ (10,036,370)	\$ (2,742,993)	27%
Operating Services & Supplies	(1,574,179)	(321,763)	20%	(2,003,460)	(331,281)	17%
Contractual / Professional Service	(2,188,083)	(253,716)	12%	(2,464,728)	(176,494)	7%
Infrastructure Maint Contract Svcs	(376,255)	(49,630)	13%	(421,500)	(91,433)	22%
Sewer Services	(824,336)	(815,248)	99%	(974,150)	(897,791)	92%
Insurance (Liability / Property)	(598,770)	(520,404)	87%	(652,500)	(597,649)	92%
Total Expenditures	\$ (14,675,107)	\$ (4,664,377)	32%	\$ (16,552,708)	\$ (4,837,641)	29%

- **Sewer Services** (\$897,791) and **Insurance** (\$597,649) are paid at the beginning of each fiscal year. As a result, the expenditure to date for both categories are 92 percent of budget.
- **Contractual/Professional Services** (\$176,494) are typically one to two months behind in issuing invoices to the Town for payment.
- **Salaries & Benefits** (\$2,742,993) includes the annual unfunded pension liabilities payment to CalPERS in the beginning of each year.

### **ADDITIONAL GENERAL FUND DETAILS AND INFORMATION**

This reporting format was prepared by the Finance Department to highlight in summary fashion key indicators of the Town General Fund Financial performance. Additional Financial Reports – including earlier Quarterly Financial Reports, Audits and Budgets are available on the Town website at [www.colma.ca.gov](http://www.colma.ca.gov). This report will be posted on the Town website after it has been reviewed by the City Council.

## **HIGH LEVEL SUMMARY – ALL FUNDS**

The Table below provides a summary of “All Funds” and their activity for the first quarter ending September 30, 2018. This report highlights in summary fashion key indicators of the Town Financial performance.

As mentioned earlier the General Fund is the most significant fund when it comes to the operations of the Town, however, it is also appropriate to consider the other sources of funding. As shown below, The Town Hall Capital (Fund 33) has zero balance as it reflects the depletion of the Certificate of Participation (COP) debt funding for the Town Hall Renovation project.

### **TOWN OF COLMA QUARTERLY REPORT OF ALL FUNDS (PRELIMINARY BALANCE AND ACTIVITY - CASH BASIS) QUARTER 1 - FISCAL YEAR 2018-2019**

<b>Fund Type / Name</b>	<b>Fund Balance @ 7/1/2018 (unaudited)</b>	<b>Year-to-date Revenue</b>	<b>Year-to-date Expenditures</b>	<b>Transfers In/(Out)</b>	<b>Fund Balance @ 9/30/2018</b>
<b>General Fund</b>					
General Fund (11)	\$ 24,545,664	\$ 1,689,905	\$ (4,837,641)	\$ (675,000)	\$ 20,722,927
<b>Subtotal</b>	<b>24,545,664</b>	<b>1,689,905</b>	<b>(4,837,641)</b>	<b>(675,000)</b>	<b>20,722,927</b>
<b>Special Revenue</b>					
State Gas Tax Fund (21)	15,402	10,731	-	-	26,133
Measure A Transportation (22)	174,399	10,602	-	-	185,000
Transportation Grant (23)	(11,269)	23,711	-	-	12,441
State Police Grant (27)	18,118	508	(1,432)	-	17,195
Police Grant / COPS (29)	166,189	48,747	(52,939)	-	161,996
<b>Subtotal</b>	<b>362,838</b>	<b>94,298</b>	<b>(54,371)</b>	<b>-</b>	<b>402,765</b>
<b>Capital Project Funds</b>					
General Capital (31)	7,933,515	-	(2,940,930)	675,000	5,667,586
Town Hall Capital (33)	(0)	-	-	-	(0)
<b>Subtotal</b>	<b>7,933,515</b>	<b>-</b>	<b>(2,940,930)</b>	<b>675,000</b>	<b>5,667,586</b>
<b>Debt Service Funds</b>					
COP Debt Services (43)	2,541	11	-	-	2,552
<b>Subtotal</b>	<b>2,541</b>	<b>11</b>	<b>-</b>	<b>-</b>	<b>2,552</b>
<b>Internal Service Fund</b>					
Fleet Replacement (61)	651,891	-	(39,102)	-	612,789
<b>Subtotal</b>	<b>651,891</b>	<b>-</b>	<b>(39,102)</b>	<b>-</b>	<b>612,789</b>
<b>Trust Funds*</b>					
OPEB-Retiree Medical (71)	2,792,836	472,008	(187,198)	-	3,077,645
Pension Trust (72)	20,731	339	(13)	-	21,057
<b>Subtotal</b>	<b>2,813,567</b>	<b>472,346</b>	<b>(187,211)</b>	<b>-</b>	<b>3,098,703</b>
<b>GRAND TOTAL</b>	<b>\$ 36,310,016</b>	<b>\$ 2,256,560</b>	<b>\$ (8,059,255)</b>	<b>\$ -</b>	<b>\$ 30,507,321</b>

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







# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Christopher J. Diaz, City Attorney  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: November 14, 2018  
 SUBJECT: Lease Agreement with CSG Consultants

## RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION APPROVING LEASE AGREEMENT WITH CSG CONSULTANTS

## EXECUTIVE SUMMARY

The proposed resolution would approve a lease agreement with CSG Consultants for their use of certain space in Town Hall.

## FISCAL IMPACT

The proposed lease agreement would provide that the Town would be paid \$4,800.00 per month by CSG Consultants for use of certain space within Town Hall.

## BACKGROUND

In late 2013, the Town embarked on the Town Hall Renovation Project to expand the size of Town Hall and to ensure its accessibility for mobility impaired persons under the requirements of the American with Disabilities Act (ADA). In late 2018, Town staff moved into the new Town Hall building. Prior to the new Town Hall building being constructed, the Town had a long-standing lease with CSG Consultants for their use of Town property while on-site. The proposed lease would continue this lease arrangement for certain space in the new Town Hall building and generally update the terms of the lease between the Town and CSG Consultants.

## ANALYSIS

The proposed lease consists generally of the following main terms, with supplemental legal language to ensure the parties are both protected in the arrangement:

- CSG will pay the Town \$4800.00 monthly for use of certain space within Town Hall with a \$1,000 deposit.

- In exchange, the Town will lease to CSG two (2) offices, known as Office 130 and Office 137; six (6) cubicle spaces; and non-exclusive use of certain shared common areas.
- The lease will run from November until the first occurrence of one of the following: (1) either party gives the other party 30 days' written notice to terminate; or (2) upon the termination of the Municipal Services Contract between the Town and CSG Consultants, Inc.
- The rent amount will increase under the terms of the lease every 12 months by the Consumer Price Index or "CPI".
- The cost of all utilities will be included in the \$4800.00 monthly rent amount.
- CSG is obligated to carry insurance to protect their property on-site.
- If there is any partial or total destruction of the portion of Town Hall being leased, the Town shall have 30 days to repair the destruction, if possible, without the lease being terminated, or the Town can terminate the lease upon 15 days notice. If the premises are not repairable, then either party can terminate the lease.
- Finally, Exhibit B to the lease agreement provides for certain rules for CSG to follow consistent with general Town rules for the use of Town Hall.

### **Council Adopted Values**

The Council's adoption of the resolution approving the lease is both *responsible* and *honest* as it ensures both the Town and CSG have clear rules as to the use of the space in Town Hall, and it ensures both parties are protected.

### **Alternatives**

The City Council could choose not to adopt the resolution and not approve the lease. Doing so is not recommended as it is important for the Town to have a clear understanding as to how both parties should operate in the existing Town Hall.

### **CONCLUSION**

The City Council should adopt the resolution.

### **ATTACHMENTS**

- A. Resolution with attached Exhibit "A" - Lease

**RESOLUTION NO. 2018-\_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING LEASE AGREEMENT WITH CSG CONSULTANTS**

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

**1. Background.**

(a) In late 2013, the Town embarked on the Town Hall Renovation Project to expand the size of Town Hall and to ensure its accessibility for mobility impaired persons under the requirements of the American with Disabilities Act (ADA).

(b) In late 2018, Town staff moved into the new Town Hall building. Prior to the new Town Hall building being constructed, the Town had a long standing lease with CSG Consultants for their use of Town property while on-site.

(c) The proposed lease would continue this lease arrangement for certain space in the new Town Hall building and generally update the terms of the lease between the Town and CSG Consultants.

(d) The Town and CSG would like to update the lease and arrangement between the Town and CSG Consultants.

**2. Order**

(a) The lease agreement with CSG Consultants, attached as Exhibit "A," is hereby approved.

(b) The Mayor is authorized to execute the lease agreement on behalf of the Town, with such minor 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. 2018-\_\_ was duly adopted at a regular meeting of said City Council held on November 14, 2018 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Raquel Gonzalez, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "**Lease**") is made and entered into by and between TOWN OF COLMA ("**Town**" or "**Landlord**") and CSG CONSULTANTS, INC., a California corporation ("**Tenant**"), under the following terms and conditions:

1. Background. Landlord and Tenant have a long standing contractual relationship. Tenant's employees occupy space in the Town Hall for the Town of Colma ("Town Hall") while performing their duties on behalf of the Town. Tenant has historically rented the space occupied by its employees pursuant to an existing lease agreement. The Town recently completed construction of a new Town Hall and the parties desire to revoke the existing lease agreement and enter into this Lease. Pursuant to this Lease, Tenant shall lease the use of two (2) offices and six (6) cubicles within the Town Hall and shall share the Common Areas with Landlord.

2. Description of the Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the building(s) located at 1198 El Camino Real, Colma, California, 94014, consisting of: two (2) offices, known as Office 130 and Office 137; six (6) cubicle spaces; and non-exclusive use of certain shared common areas (as set forth in Section 7 herein), collectively referred to herein as the "**Premises**" and shown on **Exhibit A**. The Premises are part of the Town Hall referred to herein as the "**Building**."

3. Term, Occupancy, and Renewal.

a. Term. The term of this Lease shall commence on December \_\_, 2018 (the "**Commencement Date**"), and shall continue in effect until the first occurrence of one of the following: (1) either party gives the other party 30 days' written notice to terminate; or (2) upon the termination of the Municipal Services Contract between the Town of Colma and CSG Consultants, Inc. dated \_\_\_\_\_, and any subsequent iterations of the Municipal Services Contract.

b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Premises on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 17 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate, first month's rent and any security deposit, Landlord shall deliver the keys and possession to Tenant.

4. Rent. The initial annual rent during the term of this Lease shall be \$4800.00 per month, subject to increase as provided in Section 4.d below. Tenant shall, commencing on the Commencement Date and continuing thereafter on the first (1st) day of each and every month during the term of this Lease, pay to Landlord in advance, such minimum monthly rent, without setoff, deduction or demand. If possession is taken on other than the first of the month, rent shall be prorated accordingly based on a 30-day month.

a. Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of rent due from Tenant is not received by Landlord within five (5) days after it becomes due, Tenant

shall pay to Landlord an additional sum of the greater of \$100 or 6% of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

b. Interest on Unpaid Rent. Rent or other charges under this Lease not paid within five (5) days of the date due shall, in addition to any late charges under Section 4.a, above, bear interest at the lesser of the maximum legal rate or 10% per annum from the date due until paid.

c. Holdover. Tenant may not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Acceptance of rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to 150% of the rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

d. Increase in Rent. During the Lease term, Rent shall be adjusted every 12 months according to the following formula, where "Consumer Price Index" or "CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled "Consumers Price Index of Urban Wage Earners and Clerical Workers (Revised Series) San Francisco-Oakland-San Jose, CA Average, 1982-84 [Series ID CWURA422SA0]":

If the CPI for August of any year following 2018 (the "Subject CPI") exceeds the index for August 2018 (the "Base CPI"), the monthly Rent shall be multiplied by the Subject CPI and divided by the Base CPI to obtain the new monthly base rent.

e. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the Security Deposit in the amount of \$1000.00. The Security Deposit shall be held by Landlord as security for Tenant's performance of the terms of this Lease. Landlord may (but shall not be required to) use all or any part of the Security Deposit to cure any default of Tenant under the Lease (after any required notice and expiration of any applicable cure period) or to compensate Landlord for any loss or damage which Landlord may incur as a result of Tenant's default. Tenant shall not be entitled to interest on the Security Deposit and Landlord shall not be required to keep the Security Deposit separate from its general funds. Where there have been no defaults by Tenant or where all applicable deductions from Security Deposit have been made as hereinabove provided, Landlord shall refund the then existing balance of the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease.

5. Place of Payment of Rent. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail at the office of the Landlord located at 1198 El Camino Real, Colma, California, 94014, or at such other place as Landlord may designate from time to time in writing. Mailed payments must be received (not postmarked) by Landlord by the date due.

6. Condition of, and Improvements to, Premises.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Premises prior to, or as a condition of, Tenant's occupation of the Premises.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Premises. Tenant agrees to take possession of the Premises in an AS-IS condition (which exists on the date this Lease is signed) and Tenant further agrees that Landlord shall have no responsibility for any repairs or improvements to the Premises, prior to, or as a condition of, Tenant's occupation of the Premises. Landlord makes no representations regarding the condition, status, compliance with laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as when received, ordinary wear and tear and damage by fire, earthquake, or act of God excepted, and including any repairs or improvements made by Tenant. If Tenant fails to maintain the Premises in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof as additional rent hereunder within ten (10) days after receipt of a written statement therefor. In the event the giving of thirty (30) days' prior notice may result in additional damage to the Premises, Landlord may make such repairs, at Tenant's expense, without thirty days' prior written notice.

d. Inspection by Certified Access Specialist. Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) of which provides: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Building's property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related

accessibility standards that is noted in the CASp report shall be Tenant's responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

**Tenant wishes to have a CASp inspection of the Premises**

**Initials:** \_\_\_\_\_

**Tenant hereby waives its right to have a CASp inspection of the Premises**

**Initials:** \_\_\_\_\_]

7. Use. The Premises shall be used only for the performance of the duties of Tenant's agents for the benefit of the Town. Tenant shall not use any portion of the Premises for purposes other than those specified without first obtaining the written consent of Landlord. Tenant shall not do, bring, or keep anything in, on, or about the Premises which will in any way increase the premium rate or cause the cancellation of any fire or other insurance upon the Premises, the building in which the Premises are located, or any of its contents. Tenant shall have the non-exclusive right to use the parking area and driveways, sidewalks, hallways, restrooms (to the extent not entirely contained in the Premises), common area pathways to and from the parking area and inside the Town Hall to the Premises, the small and large conference room, plan check/table area, gallery, employee break room, outdoor employee patio, and phones and computer network in common with the other tenants of the Building as well as with Landlord's use of same.

8. Compliance with Laws/Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Premises or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "**Laws**").

b. Tenant shall not cause or permit any Hazardous Materials, as defined below, to be brought upon, kept, used, discharged, deposited or leaked in or about the Premises or the Building by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors), except to the extent such Hazardous Materials are cleaning or office supplies customarily kept or used by typical office tenants and are kept and used in accordance with all applicable laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Premises or the Building caused or suffered or permitted by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors) results in contamination of the Premises or the Building, or if contamination of the Premises or the Building by any Hazardous Material otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, damages, costs, liabilities and expenses (including, without limitation, diminution in value or use of the Building, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification shall include, without limitation, costs incurred in



connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Premises. "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or by common law decisions, including without limitation (i) all chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls.

9. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Premises, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of Landlord or any other tenant or occupant of the building or injure or annoy them. Tenant shall not use or allow the Premises to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment.

10. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Premises are located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, in which case Landlord shall promptly cause the repairs to be made at Tenant's sole expense. Within ten (10) days after receipt of a written notice that Landlord has made repairs that were caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, Tenant shall promptly reimburse Landlord within thirty (30) days of invoice for the cost of all such repairs and maintenance.

b. Landlord shall maintain the Premises in good condition and repair. Said maintenance shall include but not be limited to, the interior of the Premises, all fixtures and equipment. Landlord shall maintain the heating and air conditioning system in good and working order at Landlord's sole expense and cost. Tenant hereby waives California Civil Code Sections 1932(1), 1941 and 1942 and any other applicable existing or future law, ordinance or governmental regulation permitting Tenant to make repairs at Landlord's expense.

11. Utilities. Tenant's payment of the Rent amount in Section 4 shall include all utilities and services furnished to or used by Tenant upon the Premises, including gas service, trash, electrical service, janitorial, cable and internet service, telephone services, and all connection charges, and no further payment shall be necessary by Tenant. Landlord shall not be responsible for any interruptions or disturbance of service, nor shall there be any abatement of rent resulting from any cessation or interruption of utility service or other service contemplated by this section. Tenant shall deposit all trash only in designated areas. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption or failure of any services to be provided under this Lease.

12. Rules. Tenant shall before and during the Term faithfully observe and comply with, and shall cause all occupants of the Premises to observe and comply with, the rules and regulations attached to this Lease as **Exhibit B** and all reasonable modifications thereof and additions thereto from time to time put into effect by Landlord (the "**Rules and Regulations**").

13. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Landlord. If any alterations require additional changes to comply with Laws which are triggered by Tenant's alterations, all such resulting requirements to comply with Laws shall be at Tenant's expense and any Landlord consent to such alterations shall be conditioned on Tenant's payment for same. Any alterations, additions, or improvements affixed to the Premises, except furnishings, equipment, and trade fixtures, shall, at Landlord's option, become part of the real property and belong to Landlord on expiration or termination of the term and any extension thereof. If Landlord consents to the making of any alteration, additions, or improvements to the Premises, they shall be made at Tenant's sole cost and expense. Tenant shall keep the Premises free and clear of any liens or encumbrances which may arise from such work. At Landlord's option, Tenant shall, at its sole cost and expense, remove all such additions, alterations, and improvements from the Premises at the end of the term hereof and repair any damage to the Premises occasioned by such removal. If Tenant should fail to complete such removal and repair such damage within ten (10) days after such termination, Landlord may do so and Tenant shall pay the reasonable cost thereof as additional rent within ten (10) days after Landlord shall render to Tenant a written statement therefor.

14. Assignment and Subletting. Tenant shall not assign or encumber this Lease or any interest therein or sublet the Premises or any portion thereof either voluntarily or by operation of law without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Consent to one assignment, subletting, or use by any person other than Tenant shall not be deemed to be consent to a subsequent assignment, subletting, or use by any other person. In considering whether or not to grant such consent, Landlord may consider, among other things, the proposed tenant's character, credit, and professional standing. Any assignment or subletting not in compliance with the provisions of this paragraph shall be a material breach of the Lease, voidable and, at Landlord's option, shall terminate this Lease.

15. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Premises at reasonable times to inspect and examine the same and to make such repairs to the Premises as the Landlord shall deem advisable, and to show the Premises to prospective tenants, buyers or lenders.

16. Indemnification.

a. Waiver of Claims. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and any employees, licensees, invitees, agents, or contractors.

b. General Indemnity. Tenant agrees, as an independent unsecured obligation, separate from any of its promises or covenants in this Lease, to indemnify, defend (with counsel selected by Landlord at Tenant's expense), protect and hold harmless Landlord, its employees, agents, officers, wardens, officiants, legal counsel, assigns, any successor or successors to Landlord's interest in the Premises and any future owners of the Premises to whom this Lease is assigned (hereinafter collectively referred to as the "**Indemnitees**") from and against all claims, actual damages (including but not limited to special and consequential damages), punitive

damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses arising out of any damage to any person or property occurring in, on, or about the Premises, except for any acts of gross negligence or willful misconduct by Landlord. Tenant's obligation under this paragraph to indemnify and hold the Indemnitees harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified. Landlord shall not be liable to Tenant for any damage by or resulting from any act or negligence of any other tenant of property adjoining the Premises or by the owner or occupant of any adjoining or contiguous property.

17. Insurance.

a. **Property Insurance.** During the Lease Term, Tenant shall, at Tenant's expense, maintain, or cause to be maintained, Commercial Property insurance ("**CP Insurance**") that insures Tenant's tenant improvements, if any, furniture, fixtures, and equipment and any personal property at Premises.

b. **Liability Insurance.** During the Lease Term, Tenant shall maintain commercial General Liability insurance ("**CGL Insurance**") with limits of liability not less than one million dollars (\$1,000,000) per occurrence with a general aggregate of not less than two million dollars (\$2,000,000) covering liability arising from each party's operations at the Real Property or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract. Tenant shall maintain Worker's Compensation insurance as required by law.

c. **Worker's Compensation.** Worker's Compensation coverage for statutory limits required by law in California, and employer's liability insurance with limits of one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) disease - policy limit; and one million dollars (\$1,000,000) each employee, and in a form satisfactory to Landlord.

d. **Other Insurance.** Any other form or forms of insurance as Landlord or mortgagees of Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would protect itself.

e. **Waiver of Subrogation.** Tenant and Landlord hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other, including their respective employees, officers, directors, subsidiaries, affiliates, agents, or representatives to the extent covered by the insurance carried hereunder. The Insurance policies must be endorsed to reflect the insurer's acceptance of this waiver of subrogation. The waiver of subrogation applies whether or not there are any deductibles or self-insured retentions and in the absence of any insurance.

f. **Ratings, Certificates.** All policies shall be taken out with insurers licensed to do business in California with a current Best Rating acceptable to Landlord and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Premises and at least ten (10) days prior to the expiration of the term of each policy thereafter. Such certificates

of insurance must specifically show all the special policy conditions required in this Paragraph 9, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy. With respect to CGL Insurance, Tenant shall name Landlord, its employees, elected officials, board members, officers, agents and volunteers as additional insureds with respect to Tenant's negligence for any claims arising out of Tenant's operations in or upon the Premises. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy. All insurance policies required by this Section 9 (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary and umbrella policies. The insurance provisions set forth in this Section 17 set forth the minimum amounts and scopes of coverage to be maintained by Landlord and Tenant and are not to be construed in any way as a limitation on each party's liability under this Lease. Landlord, as a public entity, may satisfy any of its insurance requirements by use of self-insurance, deductible, captive insurance company or risk pool. The responsibility to fund any financial obligation for self-insurance, the election not to insure, and/or deductibles shall be assumed by, for the account of, and at the sole risk of each party. The application of coverage within this self-insurance, election not to insure, and/or deductible shall be deemed covered in accordance with the policy forms set forth in this Section 17.

18. Destruction of Premises.

a. Destruction Due to Risk. If, during the term of this Lease and any renewal term, the Premises or the Building and other improvements in which the Premises are located are totally or partially destroyed from a risk rendering the Premises totally or partially inaccessible or unusable, Landlord can elect to terminate this Lease by giving notice to Tenant within fifteen(15) days after determining the restoration cost and replacement value. Landlord shall restore the Premises or the Building, and other improvements in which the Premises are located, to substantially the same condition as they were immediately before destruction if they can be repaired within thirty (30) days from date of destruction. Such destruction shall not terminate this Lease. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

b. Abatement or Reduction of Rent. In case of destruction, there shall be an abatement or reduction of rent between the date of destruction and the date of substantial

completion of restoration based on the extent to which the destruction interferes with Tenant's use of the Premises.

c. Waiver of Civil Code Sections. Tenant waives the provisions of California Civil Code Section 1932(2) and California Civil Code Section 1933(4) with respect to any destruction of the Premises.

19. Default and Landlord's Remedies.

a. Default. The occurrence of any of the following shall constitute a default by Tenant:

(1) Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

(2) Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease and such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10)-day period and thereafter diligently pursues it to completion.

(3) Tenant shall become bankrupt or insolvent or make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or take or have taken against Tenant any proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event any such proceedings are involuntary, Tenant is not discharged from the same within thirty (30) days thereafter.

(4) A receiver is appointed for a substantial part of the assets of Tenant, and such receivership is not released within thirty (30) days.

(5) The abandonment of the Premises by Tenant, or the vacation (hereby defined to be ten (10) or more consecutive days of continual absence from the Premises) of the Premises by Tenant.

(6) This Lease or any estate of Tenant hereunder shall be levied upon by any attachment or execution and such levy is not released within thirty (30) days.

Notices given under this section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises.

b. Landlord's Remedies. If any default by Tenant shall occur, and following notice of default as required by this Lease (for the period applicable to the default under the applicable provision of this Lease), Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative.

(1) Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so elect to terminate this Lease, then Landlord may recover from Tenant:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in Subparagraphs (a) and (b) above of this section, the "worth at the time of award" is computed by allowing interest at the maximum rate an individual is permitted by law to charge. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(2) In the event of the vacation or abandonment of the Premises by Tenant, or in the event that Landlord shall elect to reenter as provided herein or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then Landlord shall have the remedy specified by Civil Code Section 1951.4, in which Landlord may from time to time recover all rental as it becomes due or relet the Premises or any part thereof for the account of Tenant on such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect so to relet, then rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost (including commissions) of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord upon demand. Tenant shall also pay to Landlord, as soon as ascertained, any and all costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(3) No reentry or taking possession of the Premises by Landlord pursuant to this section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

20. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section 12(e) hereof, be responsible for payment of property taxes levied against such possessory interest.

21. Parking. Tenant shall have the nonexclusive use, in common with Landlord and Landlord's other tenants, of the parking area owned by Landlord at and around the Premises; provided; however, that no tenant may park in an area designated, identified, and/or reserved for parking by any other tenant or tenants, if any. Should any damages to the Premises, the parking area, and/or the vehicles of Tenant or their invitees/licensees/employees be occasioned by the invitees, licensees, tradesmen, or customers of Tenant, such damage shall be repaired at Tenant's sole cost and expense. It is expressly understood and agreed the Tenant's right to the use of said parking area shall be non-exclusive and subject to the Rules and Regulations, and that Landlord reserves the right to establish and enforce other rules with respect to the use thereof, and Tenant agrees to abide by and conform to the same, as revised from time-to-time.

22. Estoppel Certificate. Tenant shall execute and deliver to Landlord within ten (10) days of request a commercially reasonable estoppel statement. Landlord and Tenant intend that any estoppel statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the building or any interest therein and failure to execute and return such estoppel shall be a material breach of the Lease.

23. Eminent Domain. In case the whole of the Premises, or such part thereof that substantially interferes with the reasonable use of the Premises as office space, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the reasonable use of the Premises as office space, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. If there is no substantial interference or if there is substantial interference, but neither party elects to terminate, Landlord shall promptly proceed to restore the Premises to substantially the same condition as the Premises existed prior to such partial taking, to the extent possible by application of the condemnation proceeds only, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant. Each party waives the provisions of California Code

of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the premises.

24. Brokers. Tenant and Landlord each represent and warrant to each other that no broker has represented either of them or is otherwise entitled to a commission or fee in connection with the transactions contemplated in this Lease. Each party hereby indemnifies, defends and holds the other party harmless from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation set forth in this Paragraph 24. The provisions of this Paragraph 24 shall survive the termination of the Lease. This paragraph 24 is for the benefit of Landlord and Tenant only and is not intended to give any third person any right of subrogation or action over or against any party to this Lease.

25. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

26. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Premises and to Landlord at 1198 El Camino Real, Colma, California, 94014, or at such other address as the Landlord shall designate in writing.

27. Waiver; Accord and Satisfaction. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

28. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

29. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any transfer, assignment or other conveyance or transfers of any such title or tenant, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

30. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction



or interpretation thereof. The word "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

31. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

32. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

33. Authority. Each of the persons executing this Lease on behalf of Tenant warrants and represents that Tenant is a duly organized and validly existing entity, that Tenant has full right and authority to enter into this Lease and that the persons signing on behalf of Tenant are authorized to do so and have the power to bind Tenant to this Lease. Tenant shall provide Landlord upon request with evidence reasonably satisfactory to Landlord confirming the foregoing representations.

34. No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

**LANDLORD:**

**TOWN OF COLMA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**

**CSG CONSULTANTS, INC.,  
a California corporation**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**MAP OF PREMISES**

## **EXHIBIT B**

### **RULES AND REGULATIONS**

1. These Rules and Regulations are referred to in and hereby incorporated into the Commercial Lease attached hereto and all defined terms are set forth therein.

2. Sidewalks, halls, passageways, exits, entrances, elevators, escalators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose (including consumption of tobacco or alcoholic products) other than for entry and exit from the Premises. The halls, passageways, exits, entrances, elevators, if any, and stairways are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building and its Tenants and occupants. Neither Tenant nor any employee or invitee of Tenant shall go upon the terraces or roof(s) of the Building, except as authorized by Landlord, and only when accompanied by a Landlord representative or Building engineer.

3. No sign, placard, picture, name, advertisement or notice shall be inscribed, painted, affixed, installed or otherwise displayed by Tenant without the prior written consent of Landlord, and, absent such consent, Landlord shall have the right to remove any such sign, placard, picture, name, advertisement or notice without notice to, and at the expense of, Tenant.

4. (a) Landlord reserves the right to control access to the Building at all times. Tenant shall be responsible for all persons for whom it requests access and shall be liable to Landlord for all acts of such persons.

(b) Landlord shall in no event be liable for damages for error with regard to the admission to, or the exclusion from, the Building of any person.

5. Tenant shall not necessitate any unreasonable labor by reason of Tenant's carelessness in the preservation of good order and cleanliness of the Premises. Landlord shall in no way be liable for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitor or any other employee or any other person.

6. Upon daily departure by Tenant and its employees from the Premises, Tenant shall cause:

(a) the doors of the Premises to be closed and securely locked, and any security system set for night/"alert" mode;

(b) all water faucets and apparatus, heating and air conditioning, and, to the extent practicable, devices using other resources, to be shut off so as to prevent waste or damage.

7. (a) Tenant shall not waste electricity, water or any other resource, or heating or air-conditioning, and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating, ventilating and air-conditioning system.

(b) No heating or air-conditioning unit or other similar apparatus shall be installed or used by Tenant without the prior written consent of Landlord.

8. Tenant shall not alter any lock or access device or install any new or additional lock or access device or any bolt on any door of the Premises without the prior written consent of Landlord. In any event, Tenant shall in each case furnish Landlord with a key for any such lock or device.

9. Tenant shall not make or have made copies of any keys or key cards furnished by Landlord. Tenant, upon termination of its tenancy, shall deliver to Landlord all keys and key cards so furnished. In the event of the loss of any of same, Tenant shall pay Landlord the cost thereof or the cost of changing the subject lock(s) or access device(s) if Landlord shall deem it necessary to make such change.

10. The toilet rooms, toilets, urinals, wash bowls, plumbing fixtures and other apparatus shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind whatsoever shall be thrown therein. Any loss, cost or expense relating to any breakage, stoppage or damage resulting from any violation of this rule shall be borne by Tenant.

11. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment.

12. Tenant shall not use or keep, or permit to be used or kept, in or on the Premises any foul or noxious gas or substance, nor shall any animals or birds be brought to or kept in or on the Premises.

13. No cooking shall be done or permitted by Tenant on the Premises (except that private, noncommercial use by Tenant and its employees of approved equipment for the preparation of coffee, tea, hot chocolate and similar beverages, and for the heating of foods, shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations), nor shall Tenant use or permit any open flames, candles or halogen lamps in the Premises. Any food brought into the Building on week-ends shall be cleaned up and properly disposed of by Tenant. The Premises shall not be used for lodging or sleeping purposes. If any portion of the Premises becomes infested with vermin, Tenant, at its sole cost and expense, shall cause such portion of the Premises to be exterminated by exterminators satisfactory to Landlord.

14. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale, of newspapers, magazines, periodicals, theatre tickets, liquor or tobacco or any other goods or merchandise in or on the Premises, nor shall Tenant carry on, or permit any employee or other person to carry on, the business of stenography, typewriting or any similar business in or on the Premises for the service or accommodation of others, nor shall the Premises be used for

storage of merchandise (except for such storage incidental to the permitted use of the Premises) or for manufacturing of any kind or for the business of a public barber shop, beauty parlor or employment bureau, nor shall the Premises be used for any improper, immoral or objectionable purpose. No auction shall be held on the Premises.

15. Tenant shall notify in advance Landlord of any extraordinary demands for electrical power. Tenant shall not overload the electrical system.

16. Landlord shall direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires shall be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written consent of Landlord.

17. Tenant shall not install any radio or television antenna, loudspeaker or other device on the exterior walls or roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

18. Tenant shall not lay linoleum, tile, carpet or any other floor covering so that same shall be affixed to the floor of the Premises in any manner except as approved in advance in writing by Landlord. Any loss, cost or expense relating to any damage resulting from any violation of this rule or the removal of any floor covering shall be borne by Tenant.

19. (a) Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the building. Safes or other heavy objects shall, if considered necessary by Landlord, stand over steel bracing or on wood strips of such thickness as determined by Landlord to properly distribute the weight thereof. Landlord shall not be responsible for loss of or damage to any such safes or other heavy objects from any cause, and all damage done to the building by moving or maintaining any of same shall be repaired at the expense of Tenant.

(b) Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the building or to any space therein to such a degree as to be objectionable to Landlord or to other Tenants or occupants of the building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move machines and equipment in or out of the building must be acceptable to Landlord.

(c) If Tenant's Premises are furnished, all furniture shall be provided by or through Landlord, and shall not be removed at any time during the Lease term. Furniture shall not be moved from or between the facilities, office suites or other rooms except by Landlord or its agents.

20. Tenant shall not mark, or drive nails or screw or drill into, the partitions, ceilings or floors of the building, or in any way deface them. No doors or partitions may be removed by Tenant; requests for removal shall be addressed to Landlord.

21. Tenant shall not install, maintain or operate on the Premises any vending machine without the prior written consent of Landlord.

22. There shall not be used in the Building any hand trucks except those equipped with rubber tires and side guards or any other material handling equipment except as approved in advance in writing by Landlord. No other vehicles of any kind shall be brought into, or be kept in or about, the Premises.

23. Tenant shall store all of its trash and garbage within the Premises. No material shall be placed in trash boxes or receptacles if such material is of such a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and without violation of any law or ordinance governing such removal and disposal.

24. Canvassing, soliciting, distribution of handbills or any other written material, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent same. Tenant shall not engage in office-to-office solicitation of business from other tenants or occupants of the Building. No auction, garage sale, car wash, bake sale, public gathering or parties shall be held in the Premises or the parking area without prior consent by Landlord.

25. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and address of the Building.

26. Landlord reserves the right to exclude or to expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of these Rules and Regulations.

27. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage by taking necessary steps including, but not limited to, keeping doors locked and other means of entry to the Premises closed.

29. The following shall apply with respect to the parking Premises of the Building:(a) Automobiles must be parked entirely within the marked stall lines.

(b) Parking is prohibited in areas not striped for parking.

(c) Every parker is required to park and lock his or her vehicle. All responsibility for any loss or damage to such vehicle, or to any personal property therein, is assumed by such parker.

30. The requirements of Tenant shall be attended to only upon application to the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

31. Tenant shall cause its employees, agents, clients, customers, invitees and guests to comply with these Rules and Regulations, and make sure that they are aware of each and every one of them.



**EXHIBIT D**  
**LANDLORD IMPROVEMENTS**

**NONE**





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Michael Laughlin, City Planner  
 Christopher Diaz, City Attorney  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: November 14, 2018  
 SUBJECT: Housing Fund Use

## RECOMMENDATION

Staff recommends that the City Council introduce:

ORDINANCE AMENDING COLMA MUNICIPAL CODE SECTION 5.12.030 RELATED  
 TO THE PURPOSES AND USE OF THE HOUSING FUND PURSUANT TO CEQA  
 GUIDELINE 15061(B)(3), AND WAIVE A FURTHER READING

## EXECUTIVE SUMMARY

The current section of the Municipal Code relating to the use of the Housing Fund specifies broadly that the Town of Colma can make use of funds in the Housing Fund to increase and improve the supply of housing affordable to households of moderate-, low- and very low-income households. The Town has historically interpreted this to mean that the Housing Fund can be used for affordable housing purposes throughout the Town and the northern San Mateo County region. This is primarily because the affordable housing crisis is not limited to the Town's boundaries. The proposed ordinance would memorialize the Town's historical interpretation and use of the Housing Fund.

## FISCAL ANALYSIS

The adoption of the Ordinance will not have a fiscal impact since its merely memorializing existing policy for the use of an existing Town fund.

## ANALYSIS

In 2016, the Town amended the Inclusionary Housing section of the Municipal Code. The amendments included the adoption of an Affordable Housing Impact Fee which applies to housing, office and retail development. Since the adoption of the fee, the Town has collected fees from the developer of the homes on B Street. In addition, the Town anticipates payment of fees soon for the development of the medical office on El Camino Real.

Section 5.12.180 of the Municipal Code, Purposes and Use of Housing Fund, currently indicates that the fund shall be used to increase and improve the supply of housing affordable to moderate, low and very low-income households. As previously noted, because this language is broad, the Town has historically interpreted the use of the Fund broadly to include affordable housing opportunities not only in the Town's limited boundaries, but also northern San Mateo County generally. The proposed ordinance would memorialize the Town's historical interpretation and use of the Housing Fund.

### **Council Adopted Values**

The Council's introduction of the ordinance is consistent with the City Council value of being *responsible* by increasing the transparency of use of the Housing Fund.

### **Alternatives**

The City Council could choose not to introduce the ordinance. This alternative is not recommended since the amendment serves to memorialize the Town's historical interpretation and use of the Housing Fund.

### **CONCLUSION**

Staff recommends that Council introduce the ordinance.

### **ATTACHMENTS**

- A. Ordinance

**ORDINANCE NO. \_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**ORDINANCE AMENDING COLMA MUNICIPAL CODE SECTION 5.12.030**  
**RELATED TO THE PURPOSES AND USE OF THE HOUSING FUND**  
**PURSUANT TO CEQA GUIDELINE 15061(B)(3)**

The City Council of the Town of Colma does ordain as follows<sup>1</sup>:

**ARTICLE 1 SUBCHAPTER 5.12 AMENDED.**

Subchapter 5.12, entitled "Inclusionary and Affordable Housing" shall be and hereby is amended to read as follows:

**Subchapter 5.12 Inclusionary and Affordable Housing**

**5.12.010 In-Lieu Fees and Housing Impact Fees**

(a) *Applicability.*

- (1) For For-Sale Residential development projects of fewer than fifteen units, including Inclusionary Units, the requirements of this Subchapter may be satisfied by paying an in-lieu fee to the Affordable Housing Trust Fund as provided in this section.
- (2) For For-Rent Residential development projects of five or more units, a Housing Impact Fee is required to be paid based on net new square footage of Residential Floor Area, excluding the square footage of units that are rented at an affordable rent to Moderate, Low or Very Low-income households, so long as such units are deed restricted as such.
- (3) For Non-Residential/Commercial Developments over 5,000 square feet, a Housing Impact Fee is required to be paid based on net new square footage of Non-Residential/Commercial Development Floor Area.

(b) In-lieu Fee shall be in an amount equal to the Housing Impact Fee as set forth in the Town's Master Fee Schedule, and shall be imposed based on net new square footage of Residential Floor Area, excluding the square footage of units that are sold at an affordable sale price Moderate, Low or Very Low income households, so long as such units are deed restricted as such.

<sup>1</sup> 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.

(c) *Housing Impact Fee.* The Housing Impact Fee shall be the fee established by the City to offset the impacts from the development of For-Rent Residential development and Non-Residential/Commercial development, as adopted by resolution of the City Council and set forth in the Town's Master Fee Schedule.

(d) *Timing of Payment.* The In-lieu fee or Housing Impact Fee must be paid prior to the Town's issuance of a building permit for the Development. For phased developments, payments may be made for each portion of the Development prior to Building Permit issuance for that phase.

(e) *Effect of No Payment.* No building permit will be issued unless fees required under this Section have been paid in full to the City.

[History: Ord. 639, 1/11/06; Ord. 764, 9/28/16]

### **5.12.020 Housing Fund**

(a) *Establishment.* The Town of Colma Affordable Housing Fund (the "Housing Fund") shall be and is hereby established. Separate accounts within such Housing Fund may be created from time to time to avoid commingling as required by law or as deemed appropriate to further the purposes of the Fund.

(b) *Administration.* The Housing Fund shall be administered by the City Manager, who shall have the authority to govern the Housing Fund consistent with this Subchapter, and to make recommendations on the use of the Fund, subject to review and approval by the Council.

[History: Ord. 639, 1/11/06; Ord. 764, 9/28/16]

### **5.12.030 Purposes and Use of Housing Fund**

(a) Monies deposited in the Housing Fund along with any interest earnings on such monies shall be used solely to increase and improve the supply of housing affordable to households of moderate-, low- and very low-income households in the Town and: in northern San Mateo County including, but not limited to:

- (1) Acquisition of property and property rights;
- (2) Cost of construction including costs associated with planning, administration, and design, as well as actual building or installation, as well as any other costs associated with the construction or financing of affordable housing;
- (3) Reimbursement to the Town for such costs if funds were advanced by the Town from other sources; and,

(4) Reimbursement of developers or property owners who have been required or permitted to install facilities which are beyond that which can be attributed to a specific development.

(b) Monies may also be used to cover reasonable administrative expenses not reimbursed through processing fees, including reasonable consultant and legal expenses related to the establishment and/or administration of the Housing Fund and reasonable expenses for administering the process of calculating, collecting, and accounting for inclusionary and housing impact fees and any deferred Town fees authorized by this section.

(c) Monies in the Housing Fund shall be used to construct, acquire, rehabilitate or subsidize very low-, low- and moderate- income housing and/or to assist other governmental entities, private organizations or individuals in the construction and rehabilitation of very low-, and moderate-income housing. To the extent possible as determined by the Council, monies shall be targeted to benefit households at or below 80% of Median Income in San Mateo County. Monies in the Housing Fund may be disbursed, hypothecated, collateralized or otherwise employed for these purposes from time to time as the City Council determines is appropriate to accomplish the purposes of the Housing Fund. These uses include, but are not limited to, assistance to housing development corporations, equity participation loans, grants, pre-home ownership co-investment, pre-development loan funds, participation leases, other public/private partnership arrangements, or lent to the San Mateo County Housing Endowment and Regional Trust (HEART) for a specified term. The Housing Fund monies may be extended for the benefit of rental or owner-occupied housing or housing services.

(d) Expenditures by the City Manager from the Housing Fund shall be by contract and controlled, authorized and paid in accordance with general Town budgetary policies.

[History: Ord. 639, 1/11/06; Ord. 764, 9/28/16; Ord. XXX, X/X/XX]

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## **ARTICLE 2 SEVERABILITY.**

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

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## **ARTICLE 3 NOT A CEQA PROJECT.**

The City Council finds that adoption of this Ordinance is not a "project," as defined in the California Environmental Quality Act because it does not have a potential for resulting in

either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making.

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**ARTICLE 4 EFFECTIVE DATE.**

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

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**Certificate of Adoption**

I certify that the foregoing Ordinance No. \_\_\_ was duly introduced at a regular meeting of the City Council of the Town of Colma held on November \_\_\_, 2018 and duly adopted at a regular meeting of said City Council held on November \_\_\_, 2018 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Raquel "Rae" Gonzalez, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Christopher J. Diaz, City Attorney  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: November 14, 2018  
 SUBJECT: Regular Meeting Location and Bulletin Boards

## RECOMMENDATION

Staff recommends that the City Council introduce:

ORDINANCE AMENDING COLMA MUNICIPAL CODE SECTIONS 1.01.060 AND 1.02.080,  
 RELATING TO REGULAR MEETING LOCATIONS AND BULLETIN BOARDS, AND WAIVE  
 FURTHER READING

## EXECUTIVE SUMMARY

The proposed ordinance would amend Colma Municipal Code Section 1.01.060 to change the location of the current bulletin board at Town Hall from the northwest corner of El Camino Real and Serramonte Blvd to a new location located in the civic plaza area near the Town Hall parking lot currently under construction.

The proposed ordinance would also amend Colma Municipal Code Section 1.02.080 to change the regular City Council meeting location from the Community Center back to Town Hall.

## FISCAL IMPACT

There is minimal fiscal impact associated with the proposed ordinance. The cost to the Town to relocate the bulletin board is approximately \$1,700.00. There is no cost associated with moving the regular City Council meeting location back to Town Hall, other than the cost previously associated with the Town Hall Renovation Project.

## BACKGROUND

In 2013 the Town relocated its regular City Council meetings from Town Hall to the Community Center. This action was taken through the Council's adoption of Ordinance No. 717 on March 13, 2013 to ensure that regular City Council meetings were accessible to persons with mobility disabilities under the American with Disabilities Act ("ADA"). Around this same time period, the Town embarked on the Town Hall Renovation Project to allow for construction updates that would provide access to the Council Chambers to those persons with mobility disabilities.

## **ANALYSIS**

The Town completed the Town Hall Renovation Project in late 2018 and Town staff and Council are now in the new building. The Town Hall Renovation Project included updates to Town Hall, including the Council Chambers, to ensure that persons with mobility disabilities would have free and clear access to the Council meetings under the requirements of the ADA.

As Town Hall has been updated and the Council Chambers now meet the accessibility requirements, it is prudent to update the Town's Municipal Code to memorialize the regular City Council meeting location as being at Town Hall. Further, based on changes to the front of Town Hall, staff will be relocating the existing bulletin board located at the northwest corner of El Camino Real and Serramonte Blvd to a new location located in the civic plaza area near the Town Hall parking lot currently under construction. This location will ensure that residents and visitors who park to enter Town Hall will have access and be able to view all important notices and announcements posted on the Town's bulletin boards.

The Brown Act mandates that all meeting agendas include the location of the particular meeting being held. The Town has been in full compliance with the Brown Act and has made it clear to the public that its current meeting location is at Town Hall. Updating the Town's Municipal Code through adoption of the ordinance would memorialize this change and ensure our Municipal Code reflects the Town's current practice.

### **Council Adopted Values**

The Council's action on the proposed ordinance is the *responsible* thing to do as it will ensure the Town's Municipal Code is updated and it will ensure the public has a clear understanding of the location of the Town's bulletin board and regular meetings.

### **Alternatives**

The Council could choose to not to take action on the ordinance. Doing so is not recommended as it would confuse the public if they were to view our Municipal Code to get a better understanding of bulletin board location or meeting location.

## **CONCLUSION**

The City Council should introduce the ordinance.

## **ATTACHMENTS**

- A. Ordinance

**ORDINANCE NO. \_\_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**ORDINANCE AMENDING COLMA MUNICIPAL CODE SECTIONS 1.01.060 AND  
1.02.080, RELATING TO REGULAR MEETING LOCATIONS AND BULLETIN BOARDS**

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

**ARTICLE 1. CMC SECTION 1.01.060 AMENDED.**

Section 1.01.060 shall be and hereby is amended as follows:

**1.01.060 Bulletin Boards**

Three official bulletin boards are hereby designated, upon which shall be posted all ordinances and other documents and papers required by law or the City Council to be posted, and shall be located at the following places: one at the Town Hall, located at the civic plaza adjacent to the Town Hall Parking lot situated on the northwest corner of El Camino Real and Serramonte Boulevard; one at the entrance to Sterling Park Community Center located at 427 F Street; and one on the east side of Clark Street at the intersection with E Street.

[History: formerly § 1.106, Ord. 205, 12/8/76; Ord. 412, 4/11/90; Ord. 468, 7/13/94; Ord. 620, 9/8/04; Ord. 629, 5/11/05]

**ARTICLE 2. CMC SECTION 1.02.080 AMENDED.**

Subsection (a) of Section 1.02.080 shall be and hereby is amended as follows:

**1.02.080 Regular Meetings**

(a) The City Council shall meet regularly at 7:00 p.m. on the second and fourth Wednesday of each month, at Town Hall, 1198 El Camino Real, the Colma Community Center, 1520 Hillside Boulevard, Colma, California, then and there to conduct such business as may properly come before it. When the second fourth Wednesday of any month falls on a public holiday, the regular meeting shall be held at 7:00 p.m. the following day. City Council's regular 7:00 p.m. start time can be modified by the City Manager, with the concurrence of the Mayor or other presiding officer, to commence earlier depending upon the volume of business for the City Council to consider at any given meeting. The City Clerk shall provide prior written notice of the adjusted start time consistent with the Ralph M. Brown Act. The City Council's intention is to make use of an earlier start time for closed session purposes or ceremonial type events, with all other regular agenda items continuing to commence at 7:00 p.m.

[History: formerly § 1.210, Ord. 205, 12/8/76; Ord. 390, 4/12/89; Ord. 436, 3/10/92; Ord. 444, 9/10/92; Ord. 620 9/8/04; Ord. 672, 9/10/08; Ord 717, 3/13/13; Ord 741, 5/13/15; Ord 750, 10/14/16]

**SEVERABILITY.**

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

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**ARTICLE 3. NOT A CEQA PROJECT.**

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

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**ARTICLE 4. EFFECTIVE DATE.**

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

**Certificate of Adoption**

I certify that the foregoing Ordinance No. \_\_\_ was duly introduced at a regular meeting of the City Council of the Town of Colma held on November 14, 2018 and duly adopted at a regular meeting of said City Council held on November \_\_\_, 2018 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Raquel "Rae" Gonzalez, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk