



**AGENDA
REGULAR MEETING**

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

**Wednesday, December 12, 2018
7:00 PM**

PLEDGE OF ALLEGIANCE AND ROLL CALL

REPORT FROM CLOSED SESSION

ADOPTION OF AGENDA

PRESENTATION

- Introduction of New Reserve Police Officer Luis Miguel Melendrez
- Introduction of New Police Joshua Moreno

PUBLIC COMMENTS

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

CONSENT CALENDAR

1. Motion to Adopt a Resolution Declaring the Results of the General Municipal Election Held on November 6, 2018, and Such Other Matters as Provided by Law.
2. Motion to Accept the Minutes from the November 28, 2018 Regular Meeting.
3. Motion to Accept the Minutes from the December 4, 2018 Special Meeting.
4. Motion to Approve Report of Checks Paid November 2018.
5. Motion to Adopt a Resolution Approving a Memorandum of Understanding Between the Colma Fire Protection District and the Town of Colma, Articulating the Responsibilities of the Town of Colma And Colma Fire Protection District in Preparing for and Responding to Disasters.
6. Motion to Adopt a Resolution Approving a Contract for Janitorial Maintenance Services with Bay Contract Maintenance, Inc.
7. Motion Accepting the Development Impact Fee Report for Fiscal Year Ending June 30, 2018 and Authorizing a Copy to Be Posted on the Town's Website.
8. Motion to Adopt a Resolution Authorizing the City Manager to Execute an Agreement with Housing

Endowment and Regional Trust of San Mateo County (HEART) for the Town to Lend its Uncommitted Housing Funds to HEART.

NEW BUSINESS

9. COUNCIL COMMITTEE ASSIGNMENTS

Consider: Motion Approving Committee Assignments for 2019 and Granting to the Appointee Discretion in Voting on Matters Brought Before the Committee.

10. COUNCIL OF CITIES AND CITY SELECTION

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

STUDY SESSION

11. COST OF SERVICE

This item is for discussion only; no action will be taken at this meeting.

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.

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STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Caitlin Corley, City Clerk
 VIA: Brian Dossey, City Manager
 MEETING DATE: December 12, 2018
 SUBJECT: Declaration of Election Results

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD
 ON NOVEMBER 6, 2018, AND SUCH OTHER MATTERS AS PROVIDED BY LAW

EXECUTIVE SUMMARY

The attached resolution (and exhibit to the resolution) is required by state law to declare the results of the election.

FISCAL IMPACT

This action has no fiscal impact.

BACKGROUND

Because this was a consolidated Statewide election, the County Registrar of voters conducted the November 6, 2018 general municipal election on behalf of the Town. Recently amended state law gives the County elections official 30 days to canvass the returns and submit the results to the City Clerk (Elections Code sec 15372). Upon receipt of the results from the County elections official, the City Clerk (as the Town's elections official) shall prepare a certified statement of the results of the election and submit it to the City Council (as the Town's governing body) no later than the next regularly scheduled City Council meeting following receipt of the results, or at a special meeting called for this purpose (Elections Code section 10262(b)). The County has provided the certified statement of the results of the election to the Town.

At the next regularly scheduled meeting (or at a special meeting called for this purpose) the City Council is required to declare the results by resolution (Elections Code sec 10263). Following the Council's declaration of results, the Town elections official must immediately sign and deliver to each elected person a certificate of election and administer the oath of office to each elected person (Elections Code sec 10265). The City Council must also choose one of its

members as Mayor, and one of its members as Mayor Pro Tempore/Vice-Mayor (Government Code 36801).

ANALYSIS

The election was held on November 6, 2018. The law sets forth a specific procedure (as outlined above) for declaring the results of the election. In accordance with the law, the County Elections Officer has conducted a canvass of the votes and has certified the results to the Colma Town Council (Exhibit A to proposed Resolution). The City Council must now adopt a resolution officially declaring the results of the election. (Elections Code § 10260-10265) The proposed resolution meets the requirements of law.

CONCLUSION

Staff recommends the Council approve the attached resolution declaring the results of the November 6, 2018 election.

ATTACHMENTS

- A. Resolution

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

**RESOLUTION DECLARING THE RESULTS OF THE
GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018,
AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

The City Council of the Town of Colma, California, does resolve:

1. Background.

- (a) A General Municipal Election was held and conducted in the Town of Colma, County of San Mateo, California, on Tuesday, November 6, 2018, as required by law.
- (b) Notice of Election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed; and in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the laws of the State of California relating to general law cities; and
- (c) The San Mateo County Elections Official has canvassed the returns of the election and has certified the results to the City Council of the Town of Colma, which results are received, attached and made a part hereof as Exhibit A.

2. Declaration of Results.

The City Council declares and determines that:

- (a) Number of Ballots. The whole number of ballots cast in the precincts, the whole number of vote by mail voter ballots cast in the Town, the whole number of provisional ballots cast in the Town, and the total number of ballots cast in the Town is set forth in the Certificate of Election from the San Mateo County Elections Official, which is attached hereto as Exhibit A and made a part hereof.
- (b) Election of Two Council Members.
- (1) The names of the persons voted for at the election for member of the City Council are as follows:
- JOANNE F. DEL ROSARIO
HELEN FISICARO
- (2) The number of votes given at each precinct and the number of votes given in the Town to each of the above named persons for the respective offices for which the persons were candidates are listed in Exhibit A attached. The City Council does declare and determine that the following persons were each elected as Member of the Town of Colma City Council for the full term of four years:

JOANNE F. DEL ROSARIO
HELEN FISICARO

- (c) Approval of Measure "PP".

(1) The measure voted upon at the election is as follows:

“To maintain and improve general Town services, such as police service levels, street operations and maintenance, as well as parks, community buildings and infrastructure; shall the Town of Colma adopt an ordinance establishing a 12% Transient Occupancy ("Hotel") Tax generating approximately \$319,000 annually until ended by voters, if a hotel is developed, requiring annual audits and no tax rate increase without voter approval?”

(2) As result of the election, a majority of Colma voters voting on this measure did vote in favor of it, and that the measure was carried, and shall be deemed adopted and ratified.

3. Orders.

(a) The City Clerk shall enter on the records of the City Council of the Town, a statement of the result of the election, showing: (1) the whole number of votes/ballots cast in the Town; (2) the names of the persons voted for; (3) the measure(s) voted upon; (4) for what office each person was voted for; (5) the number of votes given at each precinct to each person, and for and against each measure; and (6) the total number of votes/ballots given to each person, and for and against each measure.

(b) The City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated. The City Clerk or some other duly authorized person shall administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

(b) The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions, and upon entry thereof, this Resolution shall constitute the official record of the results of said election.

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Certification of Adoption

I certify that the foregoing Resolution No. 2018-__ was duly adopted at a special meeting of the City Council of the Town of Colma held on December 12, 2018, by the following vote:

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

Dated _____

Joanne F. del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk

Attachment: Exhibit A - Official Results of November 6, 2018 Election, Certified by County Elections Officer



CERTIFICATE OF THE CHIEF ELECTIONS OFFICER

In the matter of the CANVASS OF VOTES CAST)
at the STATEWIDE GENERAL ELECTION)
held on November 6, 2018)

I, **MARK CHURCH**, Chief Elections Officer of the County of San Mateo,
State of California, hereby certify:

THAT an election was held within the boundaries of the TOWN OF
COLMA on Tuesday, November 6, 2018, for the purpose of submitting Measure
PP to the qualified electors; and I caused to have processed and recorded the
votes from the canvass of all ballots cast at said election within the boundaries of
the TOWN OF COLMA.

I HEREBY FURTHER CERTIFY that the record of votes cast at said
election is set forth in Exhibit "A" attached hereto and incorporated herein by
reference as though fully set forth at length.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 6th day of
December, 2018, and file this date with the City Clerk of the TOWN OF COLMA.



MARK CHURCH
Chief Elections Officer &
Assessor-County Clerk-Recorder

EXHIBIT A

57	TOWN OF COLMA MEASURE PP (MAJORITY APPROVAL REQD)													
	Registration	Ballots Cast	Turnout (%)		TOWN OF COLMA MEASURE PP YES	NO								
5301	685	467	68.2		337	100								
Early Voting Totals	685	74	10.8		49	16								
Absentee Totals	685	393	57.4		288	84								
Election Day Totals	685	0	0.0		0	0								
Grand Totals	685	467	68.2		337	100								

Early Voting Totals 57	TOWN OF COLMA MEASURE PP (MAJORITY APPROVAL REQD)														
	Registration	Ballots Cast	Turnout (%)		TOWN OF COLMA MEASURE PP YES	NO									
14TH CONGRESSIONAL DISTRICT	685	74	10.8		49	16									
19TH ASSEMBLY DISTRICT	685	74	10.8		49	16									
5TH SUPERVISORIAL DISTRICT	685	74	10.8		49	16									
11TH SENATORIAL DISTRICT	685	74	10.8		49	16									
BOARD OF EQUALIZATION DIST 2	685	74	10.8		49	16									
JEFFERSON ELEMENTARY SCHOOL	685	74	10.8		47	14									
JEFFERSON UNION HIGH SCHOOL	685	74	10.8		47	14									
SMC BOARD OF ED TRUSTEE AREA 1	685	74	10.8		49	16									
SAN MATEO COUNTY HARBOR	685	74	10.8		49	16									
SOUTH SAN FRANCISCO UNIFIED	685	74	10.8		2	2									
TOWN OF COLMA	685	74	10.8		49	16									
Early Voting Totals	685	74	10.8		49	16									

Absentee Totals 57	TOWN OF COLMA MEASURE PP (MAJORITY APPROVAL REQD)														
	Registration	Ballots Cast	Turnout (%)		TOWN OF COLMA MEASURE PP YES	NO									
14TH CONGRESSIONAL DISTRICT	685	393	57.4		288	84									
19TH ASSEMBLY DISTRICT	685	393	57.4		288	84									
5TH SUPERVISORIAL DISTRICT	685	393	57.4		288	84									
11TH SENATORIAL DISTRICT	685	393	57.4		288	84									
BOARD OF EQUALIZATION DIST 2	685	393	57.4		288	84									
JEFFERSON ELEMENTARY SCHOOL	685	393	57.4		240	67									
JEFFERSON UNION HIGH SCHOOL	685	393	57.4		240	67									
SMC BOARD OF ED TRUSTEE AREA 1	685	393	57.4		288	84									
SAN MATEO COUNTY HARBOR	685	393	57.4		288	84									
SOUTH SAN FRANCISCO UNIFIED	685	393	57.4		48	17									
TOWN OF COLMA	685	393	57.4		288	84									
Absentee Totals	685	393	57.4		288	84									

Grand Totals 57	TOWN OF COLMA MEASURE PP (MAJORITY APPROVAL REQD)													
	Registration	Ballots Cast	Turnout (%)	TOWN OF COLMA MEASURE PP										
				YES	NO									
14TH CONGRESSIONAL DISTRICT	685	467	68.2	337	100									
19TH ASSEMBLY DISTRICT	685	467	68.2	337	100									
5TH SUPERVISORIAL DISTRICT	685	467	68.2	337	100									
11TH SENATORIAL DISTRICT	685	467	68.2	337	100									
BOARD OF EQUALIZATION DIST 2	685	467	68.2	337	100									
JEFFERSON ELEMENTARY SCHOOL	685	467	68.2	287	81									
JEFFERSON UNION HIGH SCHOOL	685	467	68.2	287	81									
SMC BOARD OF ED TRUSTEE AREA 1	685	467	68.2	337	100									
SAN MATEO COUNTY HARBOR	685	467	68.2	337	100									
SOUTH SAN FRANCISCO UNIFIED	685	467	68.2	50	19									
TOWN OF COLMA	685	467	68.2	337	100									
Early Voting Totals	685	74	10.8	49	16									
Absentee Totals	685	393	57.4	288	84									
Election Day Totals	685	0	0.0	0	0									
Grand Totals	685	467	68.2	337	100									

CERTIFICATE OF THE CHIEF ELECTIONS OFFICER

In the matter of the CANVASS OF VOTES CAST)
at the STATEWIDE GENERAL ELECTION)
held on November 6, 2018)

I, **MARK CHURCH**, Chief Elections Officer of the County of San Mateo,
State of California, hereby certify:

THAT an election was held within the boundaries of the TOWN OF
COLMA on Tuesday, November 6, 2018, for the purpose of electing two (2)
Council Members for four (4) year terms; and I caused to have processed and
recorded the votes from the canvass of all ballots cast at said election within the
boundaries of the TOWN OF COLMA.

I HEREBY FURTHER CERTIFY that the record of votes cast at said
election is set forth in Exhibit "A" attached hereto and incorporated herein by
reference as though fully set forth at length.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 6th day of
December, 2018, and file this date with the City Clerk of the TOWN OF COLMA.



MARK CHURCH
Chief Elections Officer &
Assessor-County Clerk-Recorder

EXHIBIT A

23	TOWN OF COLMA MEMBERS, CITY COUNCIL														
	Registration	Ballots Cast	Turnout (%)		TOWN OF COLMA MEMBERS, Vote for 2 JOANNE F. DEL ROSARIO	HELEN FISICARO									
5301	685	467	68.2		293	291									
Early Voting Totals	685	74	10.8		44	49									
Absentee Totals	685	393	57.4		249	242									
Election Day Totals	685	0	0.0		0	0									
Grand Totals	685	467	68.2		293	291									

Early Voting Totals 23	TOWN OF COLMA MEMBERS, CITY COUNCIL													
	Registration	Ballots Cast	Turnout (%)		TOWN OF COLMA MEMBERS, Vote for 2 JOANNE F. DEL ROSARIO	HELEN FISICARO								
14TH CONGRESSIONAL DISTRICT	685	74	10.8		44	49								
19TH ASSEMBLY DISTRICT	685	74	10.8		44	49								
6TH SUPERVISORIAL DISTRICT	685	74	10.8		44	49								
11TH SENATORIAL DISTRICT	685	74	10.8		44	49								
BOARD OF EQUALIZATION DIST 2	685	74	10.8		44	49								
JEFFERSON ELEMENTARY SCHOOL	685	74	10.8		41	46								
JEFFERSON UNION HIGH SCHOOL	685	74	10.8		41	46								
SMC BOARD OF ED TRUSTEE AREA 1	685	74	10.8		44	49								
SAN MATEO COUNTY HARBOR	685	74	10.8		44	49								
SOUTH SAN FRANCISCO UNIFIED	685	74	10.8		3	3								
TOWN OF COLMA	685	74	10.8		44	49								
Early Voting Totals	685	74	10.8		44	49								

Absentee Totals 23	TOWN OF COLMA MEMBERS, CITY COUNCIL															
	Registration	Ballots Cast	Turnout (%)		TOWN OF COLMA MEMBERS, Vote for 2 JOANNE F. DEL ROSARIO	HELEN FISICARO										
14TH CONGRESSIONAL DISTRICT	685	393	57.4		249	242										
19TH ASSEMBLY DISTRICT	685	393	57.4		249	242										
5TH SUPERVISORIAL DISTRICT	685	393	57.4		249	242										
11TH SENATORIAL DISTRICT	685	393	57.4		249	242										
BOARD OF EQUALIZATION DIST 2	685	393	57.4		249	242										
JEFFERSON ELEMENTARY SCHOOL	685	393	57.4		208	202										
JEFFERSON UNION HIGH SCHOOL	685	393	57.4		208	202										
SMC BOARD OF ED TRUSTEE AREA 1	685	393	57.4		249	242										
SAN MATEO COUNTY HARBOR	685	393	57.4		249	242										
SOUTH SAN FRANCISCO UNIFIED	685	393	57.4		41	40										
TOWN OF COLMA	685	393	57.4		249	242										
Absentee Totals	685	393	57.4		249	242										

Grand Totals 23	TOWN OF COLMA MEMBERS, CITY COUNCIL																	
	Registration	Ballots Cast	Turnout (%)		TOWN OF COLMA MEMBERS; Vote for 2 JOANNE F. DEL ROSARIO	HELEN FISICARO												
14TH CONGRESSIONAL DISTRICT	685	467	68.2		293	291												
19TH ASSEMBLY DISTRICT	685	467	68.2		293	291												
5TH SUPERVISORIAL DISTRICT	685	467	68.2		293	291												
11TH SENATORIAL DISTRICT	685	467	68.2		293	291												
BOARD OF EQUALIZATION DIST 2	685	467	68.2		293	291												
JEFFERSON ELEMENTARY SCHOOL	685	467	68.2		249	248												
JEFFERSON UNION HIGH SCHOOL	685	467	68.2		249	248												
SMC BOARD OF ED TRUSTEE AREA 1	685	467	68.2		293	291												
SAN MATEO COUNTY HARBOR	685	467	68.2		293	291												
SOUTH SAN FRANCISCO UNIFIED	685	467	68.2		44	43												
TOWN OF COLMA	685	467	68.2		293	291												
Early Voting Totals	685	74	10.8		44	49												
Absentee Totals	685	393	57.4		249	242												
Election Day Totals	685	0	0.0		0	0												
Grand Totals	685	467	68.2		293	291												

**MINUTES
REGULAR MEETING**

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

Wednesday, November 28, 2018

CALL TO ORDER – 7:00 PM

Vice Mayor Joanne F. del Rosario called the meeting to order at 7:01 p.m.

Council Present – Vice Mayor Joanne F. del Rosario, and Council Members John Irish Goodwin, Diana Colvin and Helen Fiscaro were present. Mayor Raquel Gonzalez was 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

Vice Mayor del Rosario asked if there were any changes to the agenda; none were requested. The Vice Mayor asked for a motion to adopt the agenda.

Action: Council Member Fiscaro moved to adopt the agenda; 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	✓				
	4	0			

PUBLIC COMMENTS

Vice Mayor del Rosario opened the public comment period at 7:02 p.m. Dustin Chase of Lucky Chances encouraged Council to attend an upcoming public meeting of the Bureau of Gambling Control. The Vice Mayor closed the public comment period at 7:13 p.m.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the November 14, 2018 Regular Meeting.
2. Motion to Adopt 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).
3. Motion to Adopt an Ordinance Amending Colma Municipal Code Sections 1.01.060 and 1.02.080, Relating to Regular Meeting Locations and Bulletin Boards.
4. Motion to Adopt a Resolution Approving an Amendment to the Bulk Cable Television Services Agreement with Comcast to Include New Residential Units.
5. Motion to Approve the Final Systemic Safety Analysis Report (SSAR).

6. Motion to Adopt a Resolution Authorizing the Hiring of More Than One Part-Time Community Service Officer.

Action: Council Member Fiscaro moved to approve the Consent Calendar items #1 through 6; the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Raquel Gonzalez, Mayor					✓
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
	4	0			

STUDY SESSION

7. COST OF SERVICE

Administrative Services Director Pak Lin and Brad Donohue presented the staff report. Greta Davis and Kevin Gardner from consulting firm NBS were also present to answer questions. Vice Mayor del Rosario opened the public comment period at 8:39 p.m. Resident Jeannine Lu made a comment. The Vice Mayor closed the public hearing at 8:40 p.m. Council discussion followed.

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

COUNCIL CALENDARING

The next City Council Meeting will be our Town Hall Grand Opening and Council Reorganization on Tuesday, December 4th at 4:00p.m. here at Town Hall.

The next Regular City Council Meeting will be on Wednesday, December 12, 2018 at 7:00 p.m. in the Council Chamber.

REPORTS

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

- The Holiday Tree Lighting and Craft Night will take place at Town Hall on Friday, November 30, 2018.
- Colma Police and the Colma Fire District are putting on a Stuff the Cruiser Toy Drive at Target on Saturday, December 1, 2018 to benefit local families.
- Town Staff is also hosting a Toy Drive at Town Hall.
- Breakfast With Santa will be at the Colma Community Center on Saturday, December 1, 2018.
- Congresswoman Jackie Speier will have a book signing event at the Colma Community Center on Monday, December 3, 2018.
- The Town's Adult Holiday Party will be at the South San Francisco Conference Center on Saturday, December 8, 2018.

ADJOURNMENT

Vice Mayor del Rosario adjourned the meeting at 8:53 p.m. in memory of Frank Balestreri, friend and former coworker of Council Member Fiscaro; Gil Fontana, longtime Colma

Firefighter and resident; and Theresa Fontana, matriarch of the Fontana Family, longtime Colma residents and business owners.

Respectfully submitted,

Caitlin Corley
City Clerk



**MINUTES
SPECIAL MEETING**

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

Tuesday, December 4, 2018
6:30 p.m.

CALL TO ORDER

Vice Mayor del Rosario called the Special Meeting of the City Council to order at 6:30 p.m.

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

INTRODUCTIONS

Vice Mayor del Rosario welcomed the audience and acknowledged local dignitaries and elected officials in attendance:

- Dennis Fisicaro, Former Mayor
- Mary Brodzin, Former Council Member
- Supervisor David Canepa
- Dr. Fel Amistad, Member of the State Commission Board of Professional Engineers
- Walter Batara, Member of the San Mateo Commission on Aging
- Colma Fire Protection District, Chief Geoff Balton
- Ed Graham, Vice President of the Colma Historical Association
- Raghda Karajah, representative from Congresswoman Jackie Speire’s office
- South San Francisco Council Member Elect Buenaflor Nicolas
- Jonathan Cano, Vice President of the Colma/Daly City Chamber of Commerce
- Former Colma City Manager Sean Rabe
- Former Colma City Manager Bill Norton

Vice Mayor del Rosario introduced the following Town of Colma Staff members:

- Brian Dossey, City Manager
- Kirk Stratton, Police Chief
- Pak Lin, Administrative Services Director
- Brad Donohue, Director of Planning and Public Works
- Michael Laughlin, City Planner
- Cynthia Morquecho, Recreation Manager
- Caitlin Corley, City Clerk
- Darcy De Leon, Administrative Technician

ADMINISTRATION OF OATHS OF OFFICE TO RE-ELECTED COUNCIL MEMBERS

Vice Mayor del Rosario accounded, “This past November 6, 2018, Colma had an election for two Council Members. Council Member Fisicaro and I ran unopposed. Tonight, we will be sworn in as re-elected Council Members.”

Vice Mayor asked Regina Fisicaro to come to the podium to administer the Oath of Office to re-elected Council Member Fisicaro. Council Member Fisicaro welcomed guest and made comments.

Vice Mayor asks Denise Tomkinson to please come to the podium to administer her Oath of Office. Vice Mayor del Rosario welcomed guest and made comments.

REMARKS BY OUT-GOING MAYOR

PRESENTATIONS TO OUT-GOING MAYOR

Vice Mayor del Rosario announced that because Mayor Gonzalez was not able to attend this evening, her remarks as outgoing Mayor and any presentations to her will be done at a future Council Meeting.

NOMINATION AND APPOINTMENT OF MAYOR

The Vice Mayor called upon the Council for nominations for Mayor. Council Member Fiscaro nominated Joanne F. del Rosario for Mayor, and the nomination was seconded by Council Member Colvin. There were no other nominations, and Vice Mayor del Rosario closed the nominations for Mayor and called for a vote.

Action: Council Member Fiscaro moved to select Joanne F. del Rosario as Mayor, and the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Raquel Gonzalez, Mayor					✓
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
	4	0			

ADMINISTRATION OF THE OATH OF OFFICE TO NEW MAYOR

Supervisor David Canepa came to the podium to administer the Oath of Office to the new Mayor. After receiving the Oath of Office, Mayor del Rosario introduced her guests and gave her remarks as the in-coming Mayor.

NOMINATION AND APPOINTMENT OF VICE MAYOR

Mayor del Rosario called upon the Council to make nominations for Vice Mayor. Council Member Fiscaro nominated John Irish Goodwin for Vice Mayor, and the nomination was seconded by Council Member Colvin. There were no other nominations, and Mayor del Rosario closed the nominations for Mayor and called for a vote.

Action: Council Member Fiscaro moved to select John Irish Goodwin as Vice Mayor, and the motion was seconded by Council Member Colvin and carried by the following vote:

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

Raquel Gonzalez					✓
	4	0			

ADMINISTRATION OF THE OATH OF OFFICE TO VICE MAYOR

Supervisor David Canepa came to the podium to administer the Oath of Office to the new Vice Mayor. After receiving the Oath of Office, Vice Mayor Goodwin introduced his guests and gave his remarks as the in-coming Vice Mayor.

SIGNING OF THE VALUES BASED CODE OF CONDUCT

Mayor del Rosario announced, "Each year the Council signs the Values Based Code of Conduct to promote and maintain the highest standards of personal and professional conduct in the Town's government. Because we seek public confidence in the Town's services and public trust of its decision-makers, the City Council adopts and pledges to follow this Value-Based Code of Conduct, which includes the values of fairness, honesty and integrity, responsibility, vision and respect."

She gave each Council Member a copy of the Values Based Code of Conduct and they each signed the pledge.

ADJOURNMENT

Mayor del Rosario adjourned the Special Meeting at 6:52 p.m. and invited everyone to join the Council in the reception that followed.

Respectfully submitted,

Caitlin Corley
City Clerk



Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48848	11/5/2018	00002	10/01/2018	10/1/2018	650 757-8890 174 6 OCT 2018	127.24	127.24
48849	11/5/2018	00093	11/08/18 Record	10/31/2018	11/08/18 SMC RECORDS SUP	140.00	140.00
48850	11/5/2018	00215	6-342-59952	10/19/2018	SHIPPING FEES	72.37	72.37
48851	11/5/2018	00236	COMP30723	10/28/2018	1500 REFLEX BLUE ENVELOF	249.55	249.55
48852	11/5/2018	00254	181122	11/1/2018	MAINTENANCE CONTRACT	602.00	602.00
48853	11/5/2018	00280	216729819001	10/11/2018	OFFICE SUPPLIES	156.15	
			218838804001	10/16/2018	OFFICE SUPPLIES	135.77	
			222563042001	10/25/2018	OFFICE SUPPLIES	63.42	
			222774123001	10/24/2018	OFFICE SUPPLIES	48.39	
			218790303001	10/16/2018	OFFICE SUPPLIES	18.30	
48854	11/5/2018	00307	10/24/2018	10/24/2018	PG&E	2,449.55	422.03
			0678090639-9	10/19/2018	0678090639-9 S/E CORNER H	61.27	
			9593452526-2	11/1/9018	9593452526-2 1500 HILLSIDE	35.83	2,546.65
48855	11/5/2018	00345	Dec 6-7 Driver T	10/29/2018	DEC 6-7, 2018 A. MCKENNA D	450.00	450.00
48856	11/5/2018	00414	L379568098	10/29/2018	601 F St.	63.00	63.00
48857	11/5/2018	00575	07025	10/27/2018	J. WOLLMAN FULL MEMBERS	45.00	45.00
48858	11/5/2018	01030	1801912	10/20/2018	DISPATCH REPLACEMENT M	7,731.74	
			1801989	10/20/2018	MONTHLY SERVICE CONTRA	5,622.00	
			1801946	10/20/2018	HOURS IN EXCESS OF CONT	5,333.82	
48859	11/5/2018	01037	Nov 2018	10/26/2018	8155 20 022 0094769 TOWN C	13,506.84	18,687.56
			11/02/18-12/01/1	10/27/2018	8155 20 022 0097069 INTERNI	303.33	
			10/25-11/24 427	10/25/2018	8155 20 022 0097028 427 F ST	288.33	
			10/25-11/24 Intel	10/25/2018	8155 20 022 0097051 Internet	288.33	
48860	11/5/2018	01340	10167036	10/31/2018	SECTION 125 PARTICIPANT &	75.00	14,386.83
48861	11/5/2018	01413	100000009799	10/16/2018	EMERGENCY SATELLITE PHC	877.65	75.00
48862	11/5/2018	01552	1054858	10/19/2018	SGT MARCHETTI & SGT VITA	325.11	877.65
48863	11/5/2018	01569	600:3156363	10/23/2018	TRAP SERVICE	102.71	325.11
48864	11/5/2018	01878	G2018A8208	10/29/2018	SGT D MARCHETTI & SGT J V	141.90	102.71
48865	11/5/2018	01995	18-1102	10/31/2018	CARDROOM BACKGROUND	1,870.00	141.90
48866	11/5/2018	02128	12/19/18 Legisla	10/31/2018	12/19/18 LEGISLATION UPDAI	25.00	1,870.00
48867	11/5/2018	02274	LANI40448183	10/25/2018	CREEKSIDE VILLAS REMOVE	1,768.18	25.00
48868	11/5/2018	02637	1927	10/31/2018	CUSTOM SIGN 12X18 H.I.P. V	623.78	1,768.18
48869	11/5/2018	02699	Parking Reimbur	10/29/2018	10/26/18 YOUTH OUTREACH	22.00	623.78
48870	11/5/2018	02762	GRO112977	10/19/2018	STAFF ENGINEER STORM DF	513.30	22.00

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48871	11/5/2018	02799	06879318	10/23/2018	RIMS INTERNET W/SSF	400.00	400.00
48872	11/5/2018	02950	Meal Reimburse	10/27/2018	10/22/18 EVOC DRIVERS TRA	17.00	17.00
48873	11/5/2018	03203	20181208A Bala	8/2/2018	12/08/18 LIVEWIRE BAND PEF	2,500.00	2,500.00
48874	11/5/2018	03204	WATERLOGIC AMERICAS LLCSDIN483115W	9/30/2018	INSTALL PARTS MAT'L & LAB(C	159.00	
			SDIN483116W	9/30/2018	INSTALL PARTS MAT'L & LAB(C	159.00	318.00
48875	11/5/2018	03209	GONZAGA-FENETE, JOSEPHI CO048003 Refu	10/26/2018	CITATION CO048003 REFUND	298.00	298.00
48876	11/5/2018	03210	Refund 35935P	10/29/2018	REFUND 35935P LIVESCAN C	32.00	32.00
48877	11/5/2018	03211	Refund 35967P	10/29/2018	REFUND 35967P LIVESCAN C	2.00	2.00
48878	11/5/2018	03212	JACKSON PROPERTIES, INC 1016B Refund C	11/1/2018	1016B C&D REFUND (05.26.17	19,000.00	19,000.00
48879	11/5/2018	03213	SMART CARE EQUIPMENT SC95381149	11/22/2018	10/19/18 CONVECTION OVEN	399.70	
			95381148	11/2/2018	10/19/18 DISHWASHER SERV	287.95	687.65
11012018	11/2/2018	00282	CALIFORNIA PUBLIC EMPLOY1000000154659	10/15/2018	MEDICAL INSURANCE	4,627.14	4,627.14
Sub total for TRI COUNTIES BANK:							72,018.65

33 checks in this report.

Grand Total All Checks: 72,018.65

Final Check List
Town of Colma

apChkLst
11/13/2018 1:19:05PM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48880	11/14/2018	00051	CALIFORNIA WATER SERVICE 10/25/2018	10/25/2018	WATER BILL	5,414.66	5,414.66
48881	11/14/2018	00057	CINTAS CORPORATION #2 October 2018	11/13/2018	CLEANING SERVICE	1,242.80	1,242.80
48882	11/14/2018	00181	IEDA 22323	11/1/2018	LABOR RELATIONS CONSULT	1,419.00	1,419.00
48883	11/14/2018	00309	PAUL'S FLOWERS 13103	9/30/2018	SEPT 15, 2018 3 VASE ARRAN	299.06	299.06
48884	11/14/2018	00411	TURBO DATA SYSTEMS 28967	10/31/2018	CITATION PROCESSING	340.71	340.71
48885	11/14/2018	00500	SMC CONTROLLERS OFFICE October 2018	11/2/2018	ALLOCATION OF PARKING PE	2,230.00	2,230.00
48886	11/14/2018	00502	SAMCEDA Oct 30, 2018 Col	11/5/2018	OCT 30, 2018 CONNECT18 J.	25.00	25.00
48887	11/14/2018	00623	ARAMARK October 2018	10/31/2018	UNIFORM SERVICE	515.00	515.00
48888	11/14/2018	01079	TOSCANO, MARIA 2001346.003	10/31/2018	10.31.18 NATIONAL STEINBE	23.00	23.00
48889	11/14/2018	01239	CITY OF PACIFICA 08/31/18 Dinner/	11/5/2018	08/31/18 COUNCIL OF CITIES	110.00	110.00
48890	11/14/2018	01430	LSA ASSOCIATES, INC. 162537	10/30/2018	SEPT 2018 PROFESSIONAL S	4,731.68	4,731.68
48891	11/14/2018	01457	BATERINA, BARBARA 2001344.003	10/31/2018	10.31.18 NATIONAL STEINBE	46.00	46.00
48892	11/14/2018	01548	HEART OF SAN MATEO COUN353	11/5/2018	FY 2018/2019 MEMBERSHIP I	533.00	533.00
48893	11/14/2018	01557	CITY OF FOSTER CITY 11/16/18 Dinner/	11/5/2018	11/16/18 COUNCIL OF CITIES	50.00	50.00
48894	11/14/2018	01783	CITY OF BELMONT 10/26/18 Dinner/	11/5/2018	10/26/18 COUNCIL OF CITIES	55.00	55.00
48895	11/14/2018	02082	VINCE'S OFFICE SUPPLY, INC October 2018 #2	10/31/2018	OFFICE SUPPLIES	535.11	535.11
48896	11/14/2018	02144	DOMINIC A. DE LUCCA DBA DIOctober 2018	11/2/2018	TAE KWON DO	1,000.00	1,000.00
48897	11/14/2018	02179	HUB INTERNATIONAL OF CA October 2018	11/2/2018	INSURANCE EVENTS	130.10	130.10
48898	11/14/2018	02307	STANDARD PLUMBING SUPPHWG29	10/15/2018	REGAL REPAIR KIT 1.6CL	78.89	78.89
48899	11/14/2018	02386	VIBO MUSIC SCHOOL July 10-Oct 30, 2	11/1/2018	MUSIC LESSONS	986.00	986.00
48900	11/14/2018	02464	BOUND TREE MEDICAL LLC 83024092	10/31/2018	NASAL NARCAN SPRAY FOR	1,048.99	1,048.99
48901	11/14/2018	02660	FEISTER, WILLIAM J. 10/08/18	10/8/2018	OCT 8, 2018 PRE-EMPLOYME	400.00	400.00
48902	11/14/2018	02793	DITO'S MOTORS 18977	10/29/2018	SERVICE	40.49	40.49
48903	11/14/2018	02808	HUERTA, PEDRO 2001349.003	11/1/2018	11.01.18 DEPOSIT REFUND	350.00	675.00
48904	11/14/2018	02873	LETCAVAGE, JAMES 2001348.003	11/1/2018	11.01.18 DEPOSIT REFUND	325.00	23.00
48905	11/14/2018	02909	TAPIA, ELIZABETH 2001345.003	10/31/2018	10.31.18 NATIONAL STEINBE	23.00	212.10
48906	11/14/2018	02940	TOWILL, INC. ASP Field Trip R	11/8/2018	11/07/2018 ASP FIELD TRIP R	212.10	18,879.00
48907	11/14/2018	02970	R09-1376	10/31/2018	SEPT 1-29, 2018 SURVEY SEF	18,879.00	97.88
			PRODUCTIVE PRINTING & GR33225	10/30/2018	1,000 BLUE CASE CARDS FO	97.88	

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48908	11/14/2018	03015	U.S. BANK CORPORATE PMT	10/22/2018	Abell	10/22/2018 CREDIT CARD PURCHASE	4,666.03
				10/22/18	Dossey	10/22/2018 CREDIT CARD PURCHASE	2,814.18
				10/22/18	De Leo	10/22/2018 CREDIT CARD PURCHASE	1,817.02
				10/22/18	Gotelli	10/22/2018 DERO BIKE RACKS	511.02
				10/22/18	Corley	10/22/2018 CREDIT CARD PURCHASE	447.96
				10/22/18	Gogan	10/22/2018 CREDIT CARD PURCHASE	15.99
48909	11/14/2018	03043	WATER WORKS ENGINEERS, 9193	11/6/2018		OCT 2018 PROF SVCS WAST	15,824.25
				10/3/2018		SEPT 2018 PROF SVCS WAS	4,525.50
48910	11/14/2018	03117	KITTELSON & ASSOCIATES, II0098416	10/19/2018		COLMA SYSTEMIC SAFETY A	10,144.49
48911	11/14/2018	03208	AAA BUSINESS SUPPLIES & II2041805-0	11/1/2018		CREAMER, ERASER STICK R	54.70
48912	11/14/2018	03214	ADAO, PRINCE	11/5/5018		11.05.18 DEPOSIT REFUND	50.00
48913	11/14/2018	03215	SAFETY TRAINING SEMINARS3977	11/2/2018		11/01/18 STS CPR/FIRST-AID	1,310.00
48914	11/14/2018	03216	COMMUNITY PLAYGROUNDS 10837	10/31/2018		PROGRESS BILLING #1 STER	84,768.02

Sub total for TRI COUNTIES BANK: 168,090.63

35 checks in this report.

Grand Total All Checks: 168,090.63

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48915	11/14/2018	00013	October 2018	10/31/2018	TIRE SERVICE	44.33	44.33
48916	11/14/2018	00507	ANDY'S WHEELS & TIRES	11/07/18	Inspect	125.00	125.00
48917	11/14/2018	02216	COLMA FIRE DISTRICT	10/31/2018	PD GASOLINE PURCHASES 2	1,752.47	
			RAMOS OIL CO. INC.	10/10/2018	PD GASOLINE PURCHASES 1	1,702.02	
				10/20/2018	PD GASOLINE PURCHASES 1	1,506.23	
				10/31/2018	RECREATION GASOLINE PUF	71.97	5,032.69
48918	11/14/2018	03015	U.S. BANK CORPORATE PMT	10/22/18	Morque	4,934.89	
				10/22/18	Lum	1,521.53	
				10/22/18	Tapia	1,323.93	
				10/22/18	Pfotent	590.72	
				10/22/18	Velasq	431.06	
				10/22/18	Lin	375.00	
				10/22/18	Jordan	15.21	9,192.34

Sub total for TRI COUNTIES BANK:

14,394.36

4 checks in this report.

Grand Total All Checks:

14,394.36

Final Check List
Town of Colma

apChkLst
11/14/2018 11:12:03AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48919	11/14/2018	00068	COLMA PEACE OFFICER'S 11092018 B	11/9/2018	COLMA PEACE OFFICERS: P/	690.83	690.83
48920	11/14/2018	01164	STATE OF CALIFORNIA, FRAN11092018 B	11/9/2018	STATE - WAGE GARNISHMEN	450.00	450.00
48921	11/14/2018	01340	NAVIA BENEFIT SOLUTIONS 11092018 B	11/9/2018	FLEX 125 PLAN: PAYMENT	286.92	286.92
48922	11/14/2018	01375	NATIONWIDE RETIREMENT S11092018 B	11/9/2018	NATIONWIDE: PAYMENT	5,150.00	
			11092018 M	11/9/2018	NATIONWIDE: PAYMENT	1,200.00	6,350.00
48923	11/14/2018	02377	CALIFORNIA STATE DISBURS11092018 B	11/9/2018	WAGE GARNISHMENT: PAYM	871.38	871.38
93819	11/9/2018	00521	UNITED STATES TREASURY 11092018 M	11/9/2018	FEDERAL TAX: PAYMENT	916.80	916.80
93820	11/9/2018	01360	VANTAGE TRANSFER AGENT:11092018 M	11/9/2018	ICMA CONTRIBUTION: PAYME	463.86	463.86
93821	11/9/2018	00631	P.E.R.S. 11092018 M	11/9/2018	PERS MISC NON-TAX: PAYME	604.81	604.81
93822	11/9/2018	00282	CALIFORNIA PUBLIC EMPLOY11092018 M	11/9/2018	BLUE SHIELD ACCESS BAY: F	4,694.70	4,694.70
93823	11/9/2018	00130	EMPLOYMENT DEVELOPMEN11092018 B	11/9/2018	CALIFORNIA STATE TAX: PAY	18,050.08	18,050.08
93824	11/9/2018	01340	NAVIA BENEFIT SOLUTIONS 11092018 B	11/9/2018	COMMUTER PLAN: PAYMENT	62.00	62.00
93825	11/9/2018	00521	UNITED STATES TREASURY 11092018 B	11/9/2018	FEDERAL TAX: PAYMENT	70,105.06	70,105.06
93826	11/9/2018	00282	CALIFORNIA PUBLIC EMPLOY11092018 B	11/9/2018	ANTHEM TRADITIONAL: PAYM	57,645.55	57,645.55
93827	11/9/2018	00631	P.E.R.S. 11092018 B	11/9/2018	PERS - BUYBACK: PAYMENT	42,764.05	42,764.05
93828	11/9/2018	01360	VANTAGE TRANSFER AGENT:11092018 B	11/9/2018	ICMA CONTRIBUTION: PAYME	4,278.69	4,278.69

Sub total for TRI COUNTIES BANK:

208,234.73

15 checks in this report.

Grand Total All Checks:

208,234.73

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48924	11/20/2018	00051	CALIFORNIA WATER SERVICE	10/26/2018	WATER BILL	1,377.40	1,377.40
48925	11/20/2018	00057	CINTAS CORPORATION #2	Oct 2018	OUTSIDE & INSIDE MATS AT	229.45	229.45
48926	11/20/2018	00057	CINTAS CORPORATION #2	8403839680	RECREATION FIRST AID SUP	86.71	86.71
				8403799692	RECREATION FIRST AID SUP	59.35	146.06
48927	11/20/2018	00174	HOME DEPOT CREDIT SERVICE	Sept 28-Oct 29, 2018	SEPT 28-OCT 29, 2018 PW PL	983.97	983.97
48928	11/20/2018	00211	KELLY-MOORE PAINTS	October 2018	PAINT AND SUPPLIES	95.79	95.79
48929	11/20/2018	00307	PACIFIC GAS & ELECTRIC	3007220528-6	3007220528-6 1199 EL CAMINO	3,183.34	3,183.34
				0567147369-1	0567147369-1 JSB S/O SERRY	167.43	167.43
48930	11/20/2018	00388	SONITROL	1325678-IN	427 F ST. MONTHLY MONITOR	113.00	113.00
48931	11/20/2018	00414	TERMINEX INTERNATIONAL	L380440955	PEST CONTROL	201.00	201.00
				379568097	PEST CONTROL	201.00	201.00
				380440956	601 F St.	66.00	66.00
48932	11/20/2018	00539	FIREMASTER DEPT 1019	0000591946	C.A.P.E. FIRE TRAINING	400.00	400.00
48933	11/20/2018	00614	DENINA, PERLA	2001361.003	11.14.18 ARM CHAIR TRAVEL	4.00	4.00
48934	11/20/2018	00907	MERRIE OLDE CHRISTMAS	C557	COSTUMED VOCAL QUARTE	375.00	375.00
				558	12/01/18 PENINSULA REFLEC	295.00	295.00
48935	11/20/2018	01037	COMCAST CABLE	11/11-12/10 601	8155 20 022 0096715 601 F ST	108.33	108.33
48936	11/20/2018	01367	DUO DANCE ACADEMY	October 2018	DANCE CLASSES	690.00	690.00
48937	11/20/2018	01457	BATERINA, BARBARA	2001359.003	11.14.18 ARM CHAIR TRAVEL	4.00	4.00
48938	11/20/2018	01629	R. J. RICCIARDI INC., CPAS	10863	AUDIT SERVICES	315.00	315.00
48939	11/20/2018	01687	UNITED SITE SERVICES OF	114-7596239	FENCE RENTAL	504.71	504.71
				114-7596237	FENCE RENTAL	504.71	504.71
				114-7596229	FENCE TRIP CHARGE	172.35	172.35
				114-7601711	STANDARD AND REGULAR S	149.37	149.37
48940	11/20/2018	02052	OROZCO, VRINA	2001353.003	11.13.18 DEPOSIT REFUND	300.00	300.00
48941	11/20/2018	02155	OLD DOMINION BRUSH COMF	6404025	ELGIN GB REGULAR HEXNU1	304.24	304.24
48942	11/20/2018	02499	GE CAPITAL INFORMATION	101343943	PD COPY MACHINE RENTAL	846.11	846.11
				101320991	REC COPY MACHINE RENTAL	601.18	601.18
48943	11/20/2018	02594	BECERRA, CIELITO	2001356.003	11.13.18 DEPOSIT REFUND	50.00	50.00
48944	11/20/2018	02743	UTILITY TELEPHONE, INC	Nov 2018	INTERNET ACCESS 128070	730.47	730.47
48945	11/20/2018	02873	LETCAVAGE, JAMES	2001362.003	11.14.18 ARM CHAIR TRAVEL	8.00	8.00
48946	11/20/2018	03034	FLEX ADVANTAGE	107262	FLEX PROCESSING FEES	165.00	165.00
48947	11/20/2018	03061	NORTH BAY PETROLEUM	1980260	PW GAS PURCHASES	397.38	397.38
48948	11/20/2018	03098	JIMENEZ, MARIA	2001354.003	11.13.18 DEPOSIT REFUND	200.00	200.00

apChkLst
11/20/2018 7:48:31AM

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48949	11/20/2018	03150	JIMENEZ, JOANNE	11/14/2018	11.14.18 ARM CHAIR TRAVEL	4.00	4.00
48950	11/20/2018	03180	DAWSON, ASHLEY	10/21/2018	12/01/18 BALLOON ARTIST Bf	350.00	350.00
48951	11/20/2018	03191	MAZE & ASSOCIATES	10/31/2018	ACCOUNTING SERVICES	3,938.75	3,938.75
48952	11/20/2018	03217	CALLAN, JAMES F.	11/12/2018	11/30/18 SANTA CLAUS FOR 1	175.00	175.00

Sub total for TRI COUNTIES BANK: 18,357.04

29 checks in this report.

Grand Total All Checks: 18,357.04

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48953	11/21/2018	00047	11212018 B	11/21/2018	CLEA: PAYMENT	269.50	269.50
48954	11/21/2018	00068	11212018 B	11/21/2018	COLMA PEACE OFFICERS: P/	645.52	645.52
48955	11/21/2018	01164	11212018 B	11/21/2018	STATE - WAGE GARNISHMEN	450.00	450.00
48956	11/21/2018	01340	11212018 B	11/21/2018	FLEX 125 PLAN: PAYMENT	286.92	286.92
48957	11/21/2018	01375	11212018 B	11/21/2018	NATIONWIDE: PAYMENT	4,900.00	4,900.00
48958	11/21/2018	02224	11212018 B	11/21/2018	LIFE INSURANCE: PAYMENT	436.50	436.50
48959	11/21/2018	02377	11212018 B	11/21/2018	WAGE GARNISHMENT: PAYM	871.38	871.38
93830	11/21/2018	00130	11212018 B	11/21/2018	CALIFORNIA STATE TAX: PAY	10,524.24	10,524.24
93831	11/21/2018	00521	11212018 B	11/21/2018	FEDERAL TAX: PAYMENT	44,440.76	44,440.76
93832	11/21/2018	00631	11212018 B	11/21/2018	PERS - BUYBACK: PAYMENT	40,694.01	40,694.01
93833	11/21/2018	01360	11212018 B	11/21/2018	ICMA CONTRIBUTION: PAYME	4,280.03	4,280.03
Sub total for TRI COUNTIES BANK:						107,798.86	

11 checks in this report.

Grand Total All Checks: 107,798.86

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48960	11/27/2018	00003	A. S. F. ELECTRIC	7450	11/15/2018	INSTALLED CHRISTY BOXES	7,250.25
				7472	11/15/2018	INSTALL ONE NEW 20AMP CI	1,627.75
48961	11/27/2018	00004	AT&T	000012179430	11/13/2018	C3-A/B 12-10-TS-01	1,527.58
48962	11/27/2018	00020	ASSOCIATED SERVICES INC	118110076	11/1/2018	RENTAL	69.00
				118110075	11/1/2018	MTN H/C BWC	9.00
48963	11/27/2018	00051	CALIFORNIA WATER SERVICE	6544607057	11/14/2018	6544607057 SW CORNER HIL	781.60
				1727052702	11/8/2018	1727052702 JSB ACROSS FR	210.74
48964	11/27/2018	00093	CITY OF SOUTH SAN FRANCISCO	517396	11/7/2018	TRAFFIC SIGNAL MAINTENAN	5,086.04
48965	11/27/2018	00112	DEPARTMENT OF JUSTICE	336111	11/5/2018	PD ACCOUNT #140503	650.00
48966	11/27/2018	00117	DELTA DENTAL OF CALIFORNIA	BE003116424	12/1/2018	DENTAL INSURANCE	12,797.60
48967	11/27/2018	00307	PACIFIC GAS & ELECTRIC	0512181543-4	11/8/2018	0512181543-4 STREET LIGHT	1,946.38
				057689222-5	11/8/2018	057689222-5 1180 EL CAMINO	255.09
				6991706865-7	11/14/2018	6991706865-7 1190 EL CAMIN	224.12
				0035222590-8	11/8/2018	0035222590-8 1180 EL CAMIN	10.43
				23694	11/5/2018	2ND INSTALLMENT INSTALLA	3,892.00
48968	11/27/2018	00357	SIERRA DISPLAY, INC.		10/31/2018	LAB FEES	1,840.00
48969	11/27/2018	00364	SMC SHERIFF'S OFFICE	CLO5583	11/6/2018	MODELATLV4300 LITTER VAC	29,165.96
48970	11/27/2018	00394	TENNANT	915848526	11/10/2018	Facilities Mgmt & Maintenance	1,328.00
48971	11/27/2018	00412	TELECOMMUNICATIONS ENG	45691	11/13/2018	MICRO CHANNEL & LINES	778.08
48972	11/27/2018	00534	SMC INFORMATION SERVICE	1YCL11810	11/5/2018	C18-1102-04 TWO COMPOSIT	800.00
48973	11/27/2018	00585	RUIZ, JIM	11/05/2018 Com	11/9/2018	FRONT DESK PRINTER HP L/	749.18
48974	11/27/2018	01030	STEPFORD, INC.	1802014	12/1/2018	EMPLOYEE ASSISTANCE PRO	99.20
48975	11/27/2018	01036	MANAGED HEALTH NETWORK	IPRM-031997	11/15/2018	NOV 1, 2018 - OCT 30, 2019 M	150.00
48976	11/27/2018	01107	THE ONE HUNDRED CLUB OF	11/01/18-10/31/1	11/26/2018	CA PERSONAL INCOME TAX	116.25
48977	11/27/2018	01164	STATE OF CALIFORNIA, FRANN	Nov 09, 2018	11/12/2018	CITY ATTORNEY SERVICES	19,460.65
48978	11/27/2018	01183	BEST BEST & KRIEGER LLP	835820	11/12/2018	EMPLOYEE BENEFITS/TAX	3,521.10
				835818	11/12/2018	CITY ATTORNEY BASIC SERV	3,068.00
				835821	11/12/2018	CITY ATTORNEY SPECIAL SE	920.70
				835817	11/12/2018	CITY ATTORNEY SPECIAL SE	759.00
				835819	11/12/2018	VERANO OWNERS ASSOCIAT	320.00
48979	11/27/2018	01414	VERANO HOMEOWNERS ASS12		11/13/2018	OCT 2018 MISSION ROAD BIC	3,155.64
48980	11/27/2018	01430	LSA ASSOCIATES, INC.	162686	11/19/2018	11/16/18 HOLIDAY CANDLE H	250.00
48981	11/27/2018	01462	JACOBSON, RUTH	11/16/18 Cerami			

Final Check List
Town of Colma

apChkLst
11/27/2018 10:05:21AM

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
48982	11/27/2018	01566	BAY CONTRACT MAINTENANCE	11/10/2018	JANITORIAL SERVICES	8,384.57	
			(November 2018	10/10/2018	RESTROOMS & KITCHEN SEI	2,900.00	
			21593	11/10/2018	RESTROOMS & KITCHEN SEI	2,900.00	
			21704	11/10/2018	PAPER SUPPLIES	1,165.93	15,350.50
			21725	11/8/2018	USER FEE CONSULTING SER	3,182.50	
48983	11/27/2018	01680	NBS GOVERNMENT FINANCE	11/8/2018	OCT 2018 PLANNING FEE AN	3,110.00	
			1018000084	11/8/2018	BUILDING/ENGINEERING FEE	1,930.00	8,222.50
			1018000085	11/19/2018	11.19.18 DEPOSIT REFUND	300.00	300.00
48984	11/27/2018	02050	CALDERON, CARLOS	11/14/2018	LIFE INSURANCE	225.50	225.50
48985	11/27/2018	02224	STANDARD INSURANCE COM	9/1/2018	LANDSCAPE MAINTENANCE	9,820.00	
48986	11/27/2018	02274	FRANK AND GROSSMAN LANI	11/1/2018	LANDSCAPE MAINTENANCE	9,820.00	
			153360	11/1/2018	TOWN HALL TREE REMOVAL	1,440.00	21,080.00
			40448119	9/28/2018	BOOT CAMP FITNESS	800.00	800.00
48987	11/27/2018	02317	CUS, ERIN	11/15/2018	11.19.18 DEPOSIT REFUND	50.00	50.00
48988	11/27/2018	02352	GUTIERREZ, IMELDA	11/9/2018	COOKING CLASSES	348.75	348.75
48989	11/27/2018	02623	BLOEBAUM, CYNTHIA	11/1/2018	FIRE & BURGLAR PANIC ALAI	185.00	185.00
48990	11/27/2018	02787	AECO SYSTEMS, INC.	11/20/2018	SERVICE	430.28	
48991	11/27/2018	02793	DITO'S MOTORS	11/20/2018	OIL & FILTER CHANGE	92.24	522.52
48992	11/27/2018	02817	MORQUECHO, CYNTHIA	11/19/2018	REIMBURSE WINE & CANVAS	309.42	309.42
48993	11/27/2018	02970	PRODUCTIVE PRINTING & GR	11/14/2018	ATTEMPT SUBPOENA STICKE	114.19	114.19
48994	11/27/2018	03099	NOR-CAL CYCLES LLC	11/20/2018	HARLEY ROAD KING TIRE & I	1,145.92	1,145.92
48995	11/27/2018	03110	BHM CONSTRUCTION, INC.	10/29/2018	TOWN HALL BUILDING INFILL	219,692.60	219,692.60
48996	11/27/2018	03134	TREEHOUSE TRIBE, LLC	11/5/2018	6-WEEK THT INCLUSIVE ART	1,050.00	1,050.00
48997	11/27/2018	03208	AAA BUSINESS SUPPLIES & I	11/14/2018	CREAMER, DAIRY, HALF&HAI	64.71	64.71
48998	11/27/2018	03217	CALLAN, JAMES F.	11/15/2018	12/12/18 SR. LUNCH SANTA I	175.00	175.00
48999	11/27/2018	03218	SPITERI'S HARDWOOD FLOO	11/6/2018	CLEAN HARDWOOD FLOORS	6,150.00	6,150.00
49000	11/27/2018	03219	BOOKBINDER, MARTA I.	11/13/2018	SEPT - NOV 2018 CITIZENSHI	300.00	300.00
49001	11/27/2018	03220	DUTIL, DENISE	11/18/2018	11/30/18 BALLOON TWISTING	185.00	185.00
49002	11/27/2018	03221	SANTIAGO, JANNELLE A.	11/26/2018	WATER CONSERVATION REB	177.00	177.00

Sub total for TRI COUNTIES BANK: 379,267.95

43 checks in this report.

Grand Total All Checks: 379,267.95



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael Laughlin, City Planner
 VIA: Brian Dossey, City Manager
 MEETING DATE: December 12, 2018
 SUBJECT: CFPD MOU with Town of Colma

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COLMA FIRE PROTECTION DISTRICT AND THE TOWN OF COLMA, ARTICULATING THE RESPONSIBILITIES OF THE TOWN OF COLMA AND COLMA FIRE PROTECTION DISTRICT IN PREPARING FOR AND RESPONDING TO DISASTERS.

EXECUTIVE SUMMARY

The City Council's adoption of the proposed resolution would approve a Memorandum of Understanding (MOU) to articulate the responsibilities of the Town and Colma Fire Protection District (CFPD) in preparing for and responding to disasters. The MOU would be effective for five (5) years and may be extended for up to an additional five (5) years if agreed upon by all parties.

FISCAL IMPACT

Since CFPD is already providing fire protection services to the Town, no substantial fiscal impact is anticipated. However, there may be minor costs in staff time through additional coordination between the two parties. In the event of a disaster, the MOU will maximize the possibility of Federal and State reimbursement since the MOU requires both parties to keep separate accounting records.

ANALYSIS

The Town of Colma Local Hazard Mitigation Plan (LHMP) Action C-14 is to "Develop a standing Master Services Agreement with the Colma Fire Protection District to formalize existing administrative and technical services relationships." The approval of the MOU would complete this action, and the Town would be able to report this as a completed action item to FEMA and the State Office of Emergency Services.

The MOU encourages continued coordination and improves communication between the two parties especially in the areas of emergency preparedness and disaster response. The two parties are required to evaluate the MOU annually and have the ability to revise and develop goals. The MOU is effective for a five (5) year period and can be renewed prior to termination for up to an additional five (5) years. Additionally, the MOU can be terminated at any time by written notice from either party.

The MOU was approved by the CFPD Board on November 20, 2018.

Council Adopted Values

The proposed resolution to approve the MOU between the CFPD and the Town of Colma is the responsible thing to do as it allows more opportunities for emergency preparedness and creates a plan to respond to disasters, both of which protect the Town's citizens and visitors.

Alternatives

The City Council could choose not to adopt the resolution. Doing so is not recommended as the Town benefits from this relationship and the adoption of the MOU is an action item in the Town's LHMP.

CONCLUSION

Staff recommends council approve the resolution authorizing the memorandum of understanding between the Colma Fire Protection District and the Town of Colma.

ATTACHMENTS

- A. Resolution
- B. Memorandum of Understanding

**RESOLUTION 2018-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE
COLMA FIRE PROTECTION DISTRICT AND THE TOWN OF COLMA, ARTICULATING
THE RESPONSIBILITIES OF THE TOWN OF COLMA AND COLMA FIRE PROTECTION
DISTRICT IN PREPARING FOR AND RESPONDING TO DISASTERS**

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

1. Background and Findings.

(a) The Colma Fire Protection District (CFPD) is providing fire protection services to the Town of Colma.

(b) The Town of Colma Local Hazard Mitigation Plan Action C-14 is to develop a Master Services Agreement with the CFPD to formalize existing administrative and technical services relationships.

(d) There is a benefit to the Town in improving emergency preparedness and disaster response.

(e) The Town would now like to continue with the arrangement noted above and is proposing that the Town enter into a Memorandum of Understanding (MOU) to allow the Town of Colma to continue its ongoing cooperative relationship with the CFPD which includes preparing for and responding to disasters.

(d) The MOU has been presented to this Council for consideration.

2. Order.

(a) The MOU, a copy of which is on file with the City Clerk, is hereby approved.

(b) The City Manager is hereby authorized to execute the MOU, with any minor non-technical changes deemed necessary by the City Attorney.

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Certification of Adoption

I certify that the foregoing Resolution No. 2018-__ was duly adopted at a regular meeting of said City Council held on December 12, 2018 by the following vote:

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

Dated _____

Joanne F. del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk

Town of Colma and Colma Fire Protection District Memorandum of Understanding (MOU)

Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to articulate the working relationship between the Town of Colma and the Colma Fire Protection District in preparing for and responding to disasters. This MOU provides the broad framework for cooperation between the two entities in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

Independence of Operations

Each organization will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

I. Definition of Disaster

A disaster is an occurrence such as a storm, flood, high water, wind-driven water, earthquake, drought, pestilence, fire, explosion, building collapse, transportation accident, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

II. Description of the Colma Fire Protection District

The Colma Fire Protection District (CFPD) serves a population of approximately 6,925 which is expected to grow to 7,618 by 2035. The District operates on a volunteer paid call structure. The District’s Fire Station is located just north of the Town of Colma on Reiner Street. In addition to The Town of Colma, the District provides services to an unincorporated area west of Interstate 280 known as Broadmoor and areas north of the corporate limits of the Town of Colma. The District also responds to regional calls for service through mutual aid agreements.

III. Description of the Town of Colma

The Town of Colma is a Municipal Corporation located in San Mateo County. As of 2018, the Town had an approximate population of 1,500 individuals. However, since the Town serves a regional shopping destination, approximately 4,000 individuals work in the Town and thousands of individuals are in the Town daily to shop or visit one of Colma’s cemeteries. Within the Town, there is also a busy cardroom that operates 24 hours per day. The Town is approximately 1.9 square miles in size and approximately 75% of its land area is either in or planned for cemetery use. The Colma Police Department provides public safety services within the Town and responds to regional calls for service through mutual aid agreements.

IV. Methods of Cooperation

The Colma Fire Protection District and Town of Colma will routinely exchange and update point of contact information to facilitate effective communication. The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the

event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

The Colma Fire Protection District and the Town of Colma will cooperate and coordinate in the following manner:

- A. Regular communication will be maintained between the Colma Fire Protection District and Town of Colma during non-disaster periods and especially during times of disaster response.
- B. The Town of Colma may seek the expertise of the Colma Fire Protection District and their employees in training events to prepare the Town of Colma, its residents and businesses in how to respond to a medical emergency or a disaster.
- C. The Colma Fire Protection District and the Town of Colma will explore mutually beneficial opportunities for collaboration to provide community disaster education. Cooperative efforts could include the possibility of utilizing Town of Colma facilities for events such as CPR classes, disaster education classes, or blood drives.
- D. In the event that the Town of Colma declares a state of emergency, the Town will open an Emergency Operations Center (EOC) to coordinate disaster response.
- E. The Colma Fire Protection District and its employees will participate in the EOC physically or remotely to the extent necessary depending on the event. It is recognized that in the event of a major local disaster, that resources and personnel will be primarily in the community responding to emergencies during the initial response phase.
- F. The Town of Colma will be primarily responsible to develop plans for using available facilities, for the provision of disaster relief services.
- G. When working in the EOC or other facilities being utilized for disaster relief, Town of Colma employees will remain independent of the Colma Fire Protection District in their support of the relief operation.
- H. The Town of Colma encourages Colma Fire Protection District personnel and volunteers to become involved in the Town of Colma's emergency planning activities to better coordinate response and recovery procedures for the Town of Colma.
- I. The Town of Colma and the Colma Fire Protection District may approve the use of volunteers during a disaster response. Volunteers will remain the sole responsibility of the agency enlisting the volunteers.
- J. The Colma Fire Protection District and the Town of Colma will communicate to their respective organizations the intent of this agreement and will urge full cooperation with each other.
- K. The Colma Fire Protection District and the Town of Colma will keep the public informed of their cooperative efforts.
- L. The Colma Fire Protection District and the Town of Colma will actively seek to identify other areas or services within their respective organization where cooperation and support will be mutually beneficial and to amend this MOU accordingly to include such agreements.

V. Expenses

- A. The Town of Colma and the Colma Fire Protection District will keep account records of the personnel, equipment, mileage and materials provided as required by Federal and State Law,

the California Disaster Assistance Act, and FEMA guidelines to maximize the possibility of Federal and State disaster reimbursement. The Town of Colma and the Colma Fire Protection District will assist each other in assembling this information, if necessary.

- B. This MOU does not create any obligation for either party to reimburse or compensate the other for any costs or expenses associated with cooperative activities related to this MOU. The Colma Fire Protection District and Town of Colma agree that to the extent their relationship may now or in the future entail any financial commitments to each other such commitments will be set forth in a separate, written agreement signed by both parties.

VI. Periodic Review

Representatives of the Colma Fire Protection District and the Town of Colma will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing the MOU and revise and develop new plans or goals as appropriate.

VII. Term and Termination

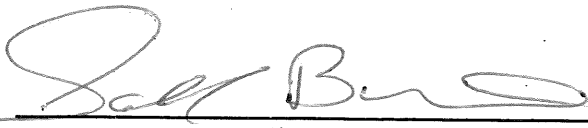
This MOU is effective as of the date of the last signature below and expires five years from the signature date. The parties may extend this MOU for an additional period not exceeding five years, and if so shall confirm this in written letter form signed by all parties. It may be terminated by written notice from either party to the other at any time.

VIII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or to bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU is termination, with no damages or penalty.

IX. Signatures

Colma Fire Protection District

By: 

Signature

Name: Geoff Barton

Print Name

Title: Site Chief

Print Title

Date: 11/29/2018

Town of Colma

By: _____

Signature

Name: _____

Print Name

Title: _____

Print Title

Date: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Print Title

Date: _____



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brad Donohue, Public Works Director
 Muneer Ahmed, Associate Engineer
 VIA: Brian Dossey, City Manager
 MEETING DATE: December 12, 2018
 SUBJECT: Janitorial Services Contract

RECOMMENDATION

Staff recommends that the City Council adopt a:

RESOLUTION APPROVING A CONTRACT FOR JANITORIAL MAINTENANCE SERVICES
 WITH BAY CONTRACT MAINTENANCE, INC.

EXECUTIVE SUMMARY

Staff recommends the Town enter into a contract with Bay Contract Maintenance, Inc. to clean and maintain the Town facilities for six months, with four (4) annual options to extend the contract. The cost of the service is \$10,663.93 per month, for a total annual cost of \$127,967.16.

FISCAL IMPACT

The cost of the service is \$10,663.93 per month, for a total annual cost of \$127,967.16. The monthly cost of this new contract is approximately \$600.00 less per month than the Town's prior contract, with an annual saving of approximately \$7,200 per year.

BACKGROUND & ANALYSIS

Since 2005, the Town has contracted with Bay Contract Maintenance, Inc. to perform the various janitorial/maintenance duties at all the Town facilities. The contract, along with contract options, is due to expire at the end of December. Given changes at the various facilities along with the addition of a new Town Hall and the subtraction of the Town Hall Annex, staff felt it merited requesting proposals for janitorial services from interested contractors.

On October 15th, 2018, staff sent a Request for Proposals (RFP) to interested janitorial maintenance firms in the area. A pre-proposal meeting and walk through was conducted by staff on October 29th, 2018. To qualify for and be able to submit a proposal, attendance at the pre-

proposal meeting was mandatory. The Pre-proposal meeting was well attended, with ten (10) potential janitorial firms attending the meeting. The Town received seven (7) proposals from contractors on November 15th, 2018. Representatives from the various Town Departments reviewed and scored the proposals based on competence and adherence to the RFP requirements. Out of the seven proposals, five proposals met the RFP qualifications. One item within the proposal was the cost sheet. The cost sheet was submitted in a separate sealed envelope. The intent of the cost sheet being separate from the proposal was two-fold, you did not want a bias favoring a firm based on cost and not competence, the second is the cost sheet would be scored and then added to the overall score of the janitorial firm, typically the proposed cost for that firms' work would count for 25% of the overall score.

Interviews with the five janitorial firms were conducted on December 3rd, 2018. The interview panel included staff from the Police Department, Recreation Department, Public Works, Planning, and Engineering. The interview was focused on the firm's approach towards the project, staffing, and experience. The interview responses counted for 25% of the overall score. The sealed cost proposals were then opened and scored as stated above. Ultimately, the panel chose Bay Contract Maintenance, Inc. because of their experience, expertise, and familiarity with the Town's needs, in addition to their approach in utilizing sustainable practices when providing these services. Of the five companies that were selected for the interview, Bay Contract Maintenance, Inc. was the fourth lowest bidder. A breakdown of pricing of each company who responded to the RFP is as follows:

Company	Annual Cost	Final Ranking
Bay Contract Maintenance, Inc.	\$127,967.16	1
Universal Building Services	\$119,904.00	2
Frank & Grossman, Inc.	\$118,560.00	3
APEX Janitorial Solutions	\$217,896.00	4
No More Dirt, Inc.	\$105,300.00	5

The 1st term of this contract is for 6 months; the reason is that it is beneficial for budgeting to have annual contracts with our various service contractors end at the conclusion of each fiscal year. Each year following this first 6 months, all annual contracts will be for a full one-year period.

Council Adopted Values

By adopting a resolution approving the contract for janitorial maintenance services with Bay Contract Maintenance, Inc., the City Council will demonstrate *fairness* by honoring the staff selection process.

Sustainability Impact

Bay Contract Maintenance, Inc. will perform the services in alignment with the Town's Climate Action Plan and Sustainability Policy.

Alternatives

The following alternative option is available to City Council:

1. Not adopt the proposed resolution approving the contract for janitorial maintenance services with Bay Contract Maintenance, Inc. and direct the City Manager to prepare another Request for Proposal for janitorial maintenance services.

CONCLUSION

Staff recommends that the City Council adopt the resolution approving the contract for janitorial maintenance services with Bay Contract Maintenance, Inc.

ATTACHMENTS

- A. Resolution
- B. Contract



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

**RESOLUTION APPROVING A CONTRACT FOR JANITORIAL
MAINTENANCE SERVICES WITH BAY CONTRACT MAINTENANCE, INC.**

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

1. Background.

- (a) On October 15, 2018, the Town issued a Request for Proposals (RFP) for janitorial maintenance services.
- (b) At a pre-proposal meeting held on October 29, 2018, ten (10) potential janitorial firms attended.
- (c) Subsequently on November 15, 2018, the Town received seven (7) proposals from interested firms.
- (d) The contract was competitively bid in accordance with the Town’s Purchasing Ordinance, and based on that process, including oral interviews, staff is recommending that the contract be awarded to Bay Contract Maintenance, Inc.

2. Order.

- (a) The contract between the Town of Colma and Bay Contract Maintenance, Inc., a copy of which is on file with the City Clerk, is approved by the City Council of the Town of Colma.
- (b) The Mayor is authorized to execute said contract on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

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Certification of Adoption

I certify that the foregoing Resolution No. 2018-## was duly adopted at a regular meeting of said City Council held on December 12, 2018 by the following vote:

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

Dated _____

Joanne F. del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk

JANITORIAL SERVICES CONTRACT

The TOWN OF COLMA, a California municipal corporation, with its principal place of business at 1198 El Camino Real, Colma, CA 94014 ("Town") and Bay Contract Maintenance, a California Corporation, with its principal place of business at 1135 Airport Blvd., South San Francisco, CA 94080 ("Contractor") (each a "Party" and collectively the "Parties") agree to enter into this JANITORIAL SERVICES CONTRACT ("Contract") as follows:

1. General Janitorial Services.

1.1 *Scope.* Contractor shall perform the janitorial services set forth below (the "Services").

1.1.1 *Facilities to Service.* Contractor shall service the following public facilities (collectively, "Facilities" and each individually, a "Facility"), pursuant to the schedule denoted for each facility below, in a clean, sanitary and presentable condition for public and employee use, as directed by, and to the satisfaction of, the Town.

- (a) Town Hall/Council Chambers – 1198 El Camino Real (daily M-F)
- (b) Police Department – 1199 El Camino Real (every day)
- (c) Sterling Park Recreation Center – 427 F Street (every day)
- (d) Historical Society Museum – 1500 Hillside Blvd. (Sun & Thurs)
- (e) Colma Community Center – 1520 Hillside Blvd. (every day)
- (f) Corporation Yard – 601 F Street (M, W & F)
- (g) Creekside Villas Community Room (2X month)

1.1.2 *Duties within Each Facility.* In order to service the Facilities in a clean, sanitary and presentable condition for public and employee use, Contractor shall perform the specific tasks required for each Facility as set forth in Exhibit A and in accordance with the schedule also set forth in Exhibit A to the satisfaction of the Town. Where not otherwise delineated, Contractor shall generally be responsible for maintaining the areas set forth below within each Facility, as applicable in a clean, sanitary and presentable condition for public and employee use:

- (a) Entrance ways and lobbies
- (b) Executive and staff offices
- (c) Work stations

- (d) Conference rooms
- (e) Kitchen areas
- (f) Receptionist areas
- (g) Restrooms
- (h) Utility rooms
- (i) Squad rooms
- (j) Locker rooms
- (k) Workout rooms
- (l) All floor areas
- (m) Recreation rooms

(n) Interior and exterior windows, including screens. Where necessary, Contractor shall remove and reinstall window screens. Contractor shall be responsible for removing all bird droppings from windows.

1.1.3 *Provision of Janitorial Supplies.* Upon Contractor's submission of a written purchase order request to Town's representative, Town shall order the following products for Contractor's use in performing the Services: toilet paper, paper towels, trash and recycle can liners, all-purpose cleanser (concentrate), neutral floor cleaner (concentrate), neutral disinfectant (concentrate), window cleaner (concentrate), stainless steel polish, wood polish, crème cleanser, and air fresheners. The Town will also provide access to a washer and dryer for the purpose of washing hand towels, mop heads, etc.

The Contractor will be responsible for providing any other cleaning products and chemicals, including spray bottles and labels for all cleaning products. Also, the Contractor will be responsible for providing all tools and equipment needed to satisfactorily perform the required services.

1.2 *Compensation.* In exchange for Contractor's satisfactory completion of the Services, Town shall pay Contractor a fixed fee of \$10,663.93 per month, in accordance with the fee schedule set forth in Exhibit B. Contractor shall provide Town with monthly invoices itemizing all work performed by Contractor during that month including the name of the person performing the work, and the total hours worked. Town shall remit payment to Contractor within 30 days of receipt of such invoice for all Services completed to Town's satisfaction.

2. Emergency Services.

2.1 *Emergency Services.* Emergency Services shall consist of work that is immediately necessary to repair property that has been damaged, or is in danger of being damaged, because of an unforeseen event. Examples of natural events that may cause the Town to require Emergency Services are flooding, earthquakes or severe storms. Examples of man-made events that may require Contractor to perform Emergency Services include fire, explosion, broken pipes

or severe vandalism. Examples of Emergency Services Contractor may be required to perform include, without limitation: removal of graffiti, mud, dirt and debris.

2.2 *Staffing, Response Time and Compensation.* If requested by the Town's authorized representative, Contractor shall perform Emergency Services, and Town shall pay Contractor for those services on an hourly basis at the rates set forth in Exhibit B. Contractor shall submit an itemized invoice to Town for all Emergency Services within 30 days of completing those Services. Town shall remit payment for all Emergency Services completed to the Town's satisfaction within 30 days of receipt of Contractor's invoice.

2.3 *On-call Number.* Contractor shall provide Town with a current phone number for the Town to call when it needs Emergency Services and shall send a written notice to the Town within 48 hours of any change to that telephone number.

2.4 *Town's Duties.* In order to assist Contractor in the performing the Emergency Services in accordance with the Contract, Town shall notify Contractor of any emergencies requiring Contractor's response as soon as possible, and, when possible, provide a general description of the Emergency Work to be performed, and the time within which it may be performed.

3. Extra Services, Compensable on Hourly Basis/Per Unit Basis

3.1 *Required Extra Services.* Town may require Contractor to perform Extra Services as may be assigned by the Town's authorized representative provided that such services are of the same kind and nature as the Services (the "Required Extra Services"). Required Extra Services include, without limitation:

- (a) Repairing damage caused by vandalism;
- (b) Cleaning facilities two or more times in one day; and
- (c) Additional or extra cleaning of facilities as directed by Town after a Town-sponsored event.

3.2 *Optional Extra Services.* Town may request Contractor to provide services that Contractor is qualified to perform but that are not enumerated in this Contract ("Optional Extra Services"). Examples of Optional Extra Services include, without limitation:

- (a) Steam cleaning upholstered furniture;
- (b) Cleaning and shampooing carpet
- (c) Cleaning Town Hall perimeter glass and inside glass

3.3 *Compensation.* For the Extra Services described in Section 3, Town shall pay Contractor on an hourly basis or on a per unit basis at the rates set forth in Exhibit B. Contractor shall submit an itemized invoice to Town for all Extra Services within 30 days of completing those Services. Town shall remit payment for all Extra Services completed to the Town's satisfaction within 30 days of receipt of Contractor's invoice.

4. Hours, Standards

4.1 Work Safety Standards.

4.1.1 *Meetings.* Contractor shall conduct regular safety meetings with their own employees to ensure a safe working environment. Contractor shall provide Town with a written summary of the items covered at these meetings on a monthly basis or more frequently as requested by Town. Contractor shall execute the Services so as to avoid injury or damage to any person or property.

4.1.2 *Safety Practices.* Contractor and its subcontractors shall employ the safety and security practices as are normal or customary for the type of work to be performed under this Contract or as are required by law for the type of work to be performed under this Contract. Contractor and its subcontractors shall comply with Town's safety and security requirements when performing the Services.

4.2 *Hours.* Contractor shall normally perform the Services between the hours of 6:00 PM and 2:00 AM and shall not perform any Services during the week (M-F) between the hours of 8:00 AM and 5:00 PM, unless specifically requested to do so by the Town's authorized representative (e.g., Emergency Services or Extra Services (defined above)).

4.3 *Sustainability.* Contractor shall perform the Services in alignment with the Town's Climate Action Plan and Sustainability Policy. Contractor shall perform services with tools and equipment that are energy efficient, reduce or conserve water use, minimize waste, optimize recycling, re-use programs and source reduction.

4.4 *Uniforms and Identification.* Each employee of Contractor shall wear a visible company uniform with company logo and identification badge at all times while working in or around Town facilities.

5. Term and Termination.

5.1 *Term.* The term of this Contract is six (6) months commencing on January 1, 2019 ("Term").

5.2 *Termination.* The Town may terminate the Contract at any time with or without cause, by providing the Contractor 30 days written notice of termination. If in which case, the date of termination shall be 30 days after notice of termination has been given, unless the Parties agree otherwise. Contractor may terminate the contract as provided in Section 6.4.

5.3 *No Continuing Contractual Relationship.* Nothing in this Contract shall be interpreted to imply that the Town must maintain any contractual relationship with Contractor on a continuing basis after termination of this Contract.

6. Option to Renew.

6.1 *Option to Renew* Town shall have four successive options to renew this Contract for an additional one-year (starting new fiscal year) period for each option ("Option Term"), on the same terms and conditions as contained herein. Town shall advise Contractor of its intent to

exercise its option to renew, in writing, not more than ninety (90) nor less than thirty (30) days prior to the end of the Term or the Option Term. In no event shall this Contract extend beyond July 1, 2023. If Town fails to exercise its first option to renew within the time required, both that option to renew and the subsequent options to renew shall be void, and this contract shall expire on July 1, 2019.

7. Incorporation of Exhibits. Exhibits A and B to this contract are expressly incorporated in and made part of this Contract.

8. Meetings. Contractor shall meet with the Town's Representative at least once a month for Contractor to report on Services done or to be done, make recommendations, and receive instructions from the Town's representative.

9. Designation of Authorized Representatives. Before commencing any Services under this Contract, Contractor shall designate in writing, a competent, authorized representative acceptable to the Town, together with a clear definition of the scope the representative's authority and any limitations on the representative's authority. Town hereby designates the Director of Recreation as its authorized representative. Each Party shall notify the other Party in writing of any changes in the authorized representative's identity within 10 days of such change.

10. Subcontractors and Personnel

10.1 *Subcontractors.* Contractor shall not employ any other contractor or subcontractor for performance of the Services hereunder without the prior written approval of the Town.

10.2 *Personnel.* All personnel employed in connection with the Services shall be competent and qualified by experience or ability. Contractor shall obtain written approval of the Town prior to appointing key project personnel. Contractor and its subcontractors shall replace any of their employees whose work is contrary to the requirements of this Contract, or at Town's request for whatever reason.

10.3 Fingerprinting and Background Checks.

(a) Contractor will obtain a background check for each current and new employee or agent who will be assigned to work under this Contract. The background check must be performed by the Colma Police Department or a qualified firm who is duly licensed to conduct criminal background checks. The background check for an employee or agent must include a search of the county criminal court records search and the US District criminal court records for each address where the employee or agent lived at any time during the last ten years.

(b) Contractor will comply with all notice and disclosure requirements required by the Fair Credit Reporting Act and applicable state laws, including obtaining consent for all records to be reviewed by Contractor.

(c) Contractor will assign only those employees or agents who have successfully completed and passed a criminal background check to work under this Contract. To pass the background check under this Contract, the employee or agent must:

(i) Provide complete and truthful information, documentation, and assurances required by this contract or requested by the Chief of Police, and must reveal all facts material to qualification;

(ii) Not have been convicted of a felony, including a conviction by a federal court or a court in another state for a crime that would constitute a felony if committed in California;

(iii) Not have been convicted of any misdemeanor involving dishonesty or moral turpitude within the 10-year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to Section 1203.4, 1203.4a, or 1203.45 of the Penal Code; and

(iv) Not be required to register under the California Sex Offender Registration Act (California Penal Code, sections 290 to 290.024).

(d) The Chief of Police may, for good cause shown, grant relief from the strict application of the foregoing requirements.

(e) Contractor will pay all costs associated with fingerprint and background checks.

11. Independent Contractor. Contractor is an independent contractor in the performance of this Contract. Neither Contractor nor its subcontractors, nor their employees, shall be considered employees, servants or agents of Town as a result of this Contract. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the Town.

12. Compliance with Laws. This Contract is made subject to, and Contractor agrees to comply with and abide by, all applicable the laws, rules and regulations of the United States, the State of California, the County of San Mateo, the Town of Colma, and any other applicable regulatory agencies in its performance of the Contract.

13. Licenses.

13.1 At all times during this Contract, Contractor shall maintain all licenses and permits usual or necessary for performing the Services, including, but not limited to, Town of Colma Business License (Information regarding the Town's business license program may be obtained by calling the Town's Planning Office at 650-985-2590), and a State Contractor's license, if required.

14. Records and Audits.

14.1 *Records.* Contractor shall keep accurate and complete daily records to support all items invoiced to the Town under this Contract. Such records shall include, without limitation, an itemization of the Services performed by each employee, the name of the employee, the areas where the Services were performed, and the materials used.

14.2 *Town Inspection of Records.* Town shall have the right, at all reasonable times during business hours, to inspect and copy all records required to be maintained by the Contractor. Contractor shall preserve these records for three (3) years after the termination of this Contract.

15. Ownership of Records. All reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the Services shall be the property of the Town. Contractor shall not disclose those reports, information or data to any other individual or organization without the prior written approval of the Town.

16. Public Records Act. Contractor understands that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Colma may not be in a position to establish that any or all reports or information provided by Contractor is a trade secret. If Contractor submits any information that it claims to be a trade secret or otherwise confidential to the Town and a third-party makes a request to inspect or copy such information, the Town will provide Contractor with reasonable notice to allow Contractor to seek protection of that information from disclosure by a court of competent jurisdiction. If Contractor fails to seek protection before the Town must legally reply to the request, the Town may, in its sole discretion and without being in breach of this Contract or liable to Contractor, respond to the request as the Town deems appropriate. In the event that Contractor directs Town not to disclose confidential information sought pursuant to the request, Contractor shall defend, indemnify and hold harmless Town against any losses sustained by the Town, including reasonable attorney fees and costs, arising from or in any way connected with the non-disclosure of the information requested. Town, in its sole discretion may tender the request to Contractor for a response, including, any and all subsequent legal actions or challenges related to the non-disclosure.

17. Warranties and Covenants by Town. Town acknowledges, and covenants as follows:

(a) Contractor is not required to comply with daily instructions from Town staff with respect to the manner of performing the Services.

(b) Contractor is solely responsible for determining who, under the supervision or direction of Contractor, will perform the Services.

(c) The Town will not hire, supervise or pay any assistants working with Contractor pursuant to this Contract.

(d) Nothing in this Contract shall be interpreted to imply that the Contractor must maintain any contractual relationship with the Town on a continuing basis after termination of this Contract.

(e) Within the parameters defined by Contract, it is the sole responsibility of the Contractor to set the hours in which Contractor performs or plans to perform the Services.

(f) Contractor is not required to devote full time to the business operations of the Town in order to perform the Services.

(g) Nothing in this Contract shall be interpreted to preclude Contractor from working for other persons or firms, provided that such work does not create a conflict of interest or otherwise prevent Contractor from performing the Services.

18. Contractor's Warranties. Contractor represents and warrants as follows:

(a) Contractor has obtained and will maintain at all times during the term of this Contract all professional and/or business licenses, certifications and/or permits necessary for performing the Services.

(b) All Services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

(c) Contractor is ready, willing and able to perform Services without the use of Town equipment, materials, tools, or facilities, except as otherwise set forth in this Contract.

(d) Contractor has thoroughly investigated and considered the Services to be performed and carefully considered how the Services should be performed. Contractor fully understands the facilities, difficulties and restrictions attending performance of the Services under this Contract.

(e) All personnel employed in connection with the Services shall be competent and qualified to perform the Services by experience or ability.

(f) Should Contractor discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the Town, it shall immediately inform the Town of such fact and shall not proceed except at Contractor's own risk until the Town has been informed and Contractor has received written instructions from the City Manager or his or her designee.

(g) Contractor covenants that neither it nor any officer of its corporation has any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of the Services under this Contract.

19. Non-discrimination. Contractor will hire, promote and terminate its employees without consideration of race, religion, creed, color, national origin, sex, sexual orientation, marital status, age, or any sensory, mental or physical disability or perception of such disability unless such disability effectively prevents the performance of essential duties and functions required by the position that cannot be accommodated without undue hardship.

20. Indemnification by Contractor. Contractor shall defend, hold harmless and indemnify the Town, its elected officials, officers, consultants, employees and agents from and against any and all Liabilities, as further defined below, arising out of or in any way connected with or related to Contract.

20.1 *Liabilities Protected Against.* The liabilities protected against by this Section are any and all losses, claims, actions, damages, liabilities, demands, costs, including attorney's fees, and expenses of any kind allegedly suffered, incurred or threatened, including all claims for

damages for personal injury, death, property damage, inverse condemnation, or any combination of these, arising out of or in any way connected with Contractor's performance of the Services or this Contract.

20.2 *Included.* The duty to indemnify applies to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of the Contractor, its officers, subcontractors, consultants, agents or employees in the performance of the Services.

20.3 *Excluded.* Contractor shall not be liable for any act or omission arising solely from the gross negligence or willful misconduct of the Town.

20.4 *Promises and Agreements.* The promises and agreements in this Section will survive the termination of this Contract and are not conditioned or dependent on whether or not any Town has prepared, supplied, or reviewed any plan(s) or specification(s) of Contractor in connection with the Services performed, or whether or not the Town is insured or otherwise indemnified against any of these claims or liabilities.

21. Insurance.

21.1 *Insurance Policies Required.* Contractor shall, at all times during the term of this Contract, at Contractor's sole cost and expense, obtain and keep in force:

21.1.1 *Comprehensive General Liability Insurance.* Comprehensive general liability insurance (using Insurance Services Office form CG 0001 or exact equivalent), with a minimum combined single limit in the amount of One Million Dollars (\$1,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons, and damage to property, and no less than Two Million Dollars \$2,000,000 in the general aggregate. This policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross-liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Contract.

21.1.2 *Automobile Liability Insurance.* Automobile liability insurance (using Insurance Services Office form CA 0001 covering "Any Auto" (Symbol 1) or exact equivalent), covering bodily injury and property damage for all activities in an amount of not less than One Million Dollars \$1,000,000 for each accident; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., employee's vehicles).

21.1.3 *Liability Insurance.* All such liability insurance shall:

(a) Name Town, its elected officials, officers, consultants, agents and employees as additional insureds with regard to liability and defense of suits or claims arising out of or in any way connected to the performance of the Contract;

(b) Be primary and noncontributing with any insurance which may be carried by Town;

(c) Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period;

(d) Expressly provide that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Town; and

(e) Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross-liability endorsement).

21.1.4 *Worker's Compensation Insurance.* Worker's compensation insurance as required by the laws of the State of California and employer's liability insurance with a limit of not less than One Million Dollars \$1,000,000 per accident for bodily injury and disease. Said insurance policy shall provide that the insurer waives all rights of subrogation against Town, its elected officials, officers, consultants, agents, and employees for losses arising from Contractor's performance of the Services.

21.2 *Acceptable Insurers.* All insurance required under this section and all renewals of this Contract shall be issued by good and responsible companies admitted to do and doing business in the State of California, rated A:VII or better by Best's Insurance Guide. Each policy shall expressly provide that the policy shall not be cancelled or altered without thirty (30) days prior written notice to Town. Upon the issuance thereof, and on or before the expiration of each such policy and a replacement thereof, Contractor shall deliver to Town "Proof of Insurance" consisting of such policy or a certified copy and a certificate thereof to Town for retention by Town. If Contractor fails to insure or fails to furnish to Town upon notice to do any such policy or certified copy and certificate thereof as required, Town shall have the right from time to time to effect such insurance for the benefit of Contractor or Town or both of them and all premiums paid by Town shall be payable by Contractor on ten (10) days written notice by Town demanding same.

21.3 *Additional Coverage.* Town reserves the right from time to time in its reasonable discretion to require Contractor to obtain additional liability insurance coverage and to increase existing limits of insurance coverage to levels then generally maintained by prudent business organizations operating a similar business in light of inflation, awards for personal injury or wrongful death and other risks.

22. Notices.

22.1 *Manner of Giving Notice.* All notices to be given under this Contract shall be in writing and either:

(a) Delivered personally, in which case notice shall be deemed delivered upon delivery;

(b) Sent by certified mail, postage prepaid, return receipt requested, in which case notice shall be deemed delivered five (5) business days after deposit; or

(c) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier.

(d) Addresses. The addresses to whom notices shall be sent are:

Town	Contractor
City Manager	
1198 El Camino Real	
Colma, CA 94014	
FAX 625-997-8308	

With a copy to:	With a copy to:
Christopher Diaz	
City Attorney	
1198 El Camino Real	
Colma, CA 94014	
FAX 625-997-8308	

22.2 The copy shall be for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

23. Immigration Laws. Contractor shall only employ persons authorized to work in the United States pursuant to federal immigration laws.

24. Miscellaneous.

24.1 *Arbitration.* Any conflicts or disputes arising under this agreement shall be submitted to arbitration pursuant to the rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive and binding on the parties hereto and either party shall have the right, by petition filed with a court of competent jurisdiction, to seek such court's confirmation of such decision. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs.

24.2 *Entire Agreement.* This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

24.3 *Headings.* Headings in this contract and each of its exhibits are for the convenience of the reader only, and shall not be used in interpreting any provision in this contract.

24.4 *Governing Law.* This Contract shall be governed by the laws of the State of California. Venue shall be in San Mateo County.

24.5 *Successors and Assigns.* This Contract shall be binding on the successors and assigns of the Parties.

24.6 *Town's Right to Employ Other Contractors.* Town reserves the right to employ other contractors in connection with the Services where necessary in its discretion.

24.7 *Waiver.* No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

24.8 *Ambiguities.* Contractor has participated fully in the review of this Agreement and in inspecting the areas subject to this contract and has been provided ample opportunity to revise this contract and the exhibits. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

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

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

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

24.12 *Counterparts.* This Contract may be signed in counterparts, each of which shall constitute an original.

24.13 *No Assignment.* No agreement or any duties or obligations resulting from this Contract may be assigned by selected bidder without the prior written consent of the Town.

Whereas, the undersigned duly authorized signatories have executed this Contract on the respective dates shown:

[Signatures on the following page]

SIGNATURE PAGE TO JANITORIAL SERVICES CONTRACT

BAY CONTRACT MAINTENANCE

Date: _____

By: _____
Printed Name and Title

By: _____
Printed Name and Title

Date: _____

TOWN OF COLMA

By: _____
Joanne F del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk

**EXHIBIT A
TO
JANITORIAL SERVICES CONTRACT**

SPECIFIC DUTIES TO BE PERFORMED PER FACILITY AND SCHEDULE

EXHIBIT A



Town Hall and Council Chambers, 1198 El Camino Real

TASK	Daily	Twice a week	Weekly	Monthly	Quarterly	Yearly	As-Needed
Empty wastebaskets and re-line (Central Waste)	X						
Fill soap, paper towels, toilet paper	X						
Spot Vacuum carpet & brush mats	X						
Full Vacuum all carpets				2X			
Clean and disinfect restrooms including both floors	X						
Wash sink area and coffeepot	X						
Clean, polish & disinfect sink and kitchen area	X						
Clean, polish & disinfect sink and kitchen area - Lower Level 0	X						
Spot clean walls	X						
Straighten / align furniture	X						
Sanitize phones	X						
Spot clean floors	X						
Clean and disinfect tiled surfaces, trash cans		X					X
Clean finger prints off light switches		X					
Detail sweep/vacuum under desks, wires,etc.		X					
Empty recycle containers and paper shredder & put in appropriate bins at Central Waste Station		X					X
Dust desk areas and computer monitors		X					
Sanitize Microphones				2X			
Vacuum Council chambers before and after Council Meetings				2X			
Floor swept /spot mop			X				X
Dust surfaces, windowsills, countertops			X				
Wipe and Clean Microwaves, Refrigerators, Coffeepots, water dispensers			X				
Remove fingerprints, smudges from wall surfaces, switch plates, glass partitions			X				X
Dust window blinds, door frames				X			
Wipe clean all ventilation grills				X			
Wipe clean all door jams				X			
Polish, buff & wax floor					X		X
Clean entry and interior door glass	X						
Clean lower level 0 remaining areas, kitchen, hallways, office (Tue & Thu)		X					
Clean shower area							X
Vacuum high horizontal surfaces*						X	X
All Perimeter Glass In & Out*							X
Inside (Side light) glass, both sides*							X
Clean & polish desk tops and wood furniture*							X
Shampoo and scotch guard carpets and chairs*						X	X
Scope of Work - Extra Services	Cost						
All Perimeter Glass In & Out*	\$						
Inside (Side light) glass, both sides*	\$						
Clean & polish desk tops and wood furniture*	\$						
Shampoo and scotch guard carpets and chairs*	\$						

Note: Paperwork on desks and electronic equipment are to remain untouched.

Council Meetings are typically held 2nd and 4th Wednesday of the Month

Note: * Schedule with Town Staff prior to work being done. Extra Service



Police Department, 1199 El Camino Real

TASK	Daily	Weekly	Monthly	Quarterly	Yearly
Clean and disinfect tiled surfaces	X				
Clean & disinfect trash cans and recycle bins		X			
Floor swept / damp dust mop	X				
Fill soap, paper towels, toilet paper	X				
Empty wastebaskets and re-line if nec.	X				
Clean and disinfect toilets, showers, and urinals including floors	X				
Sweep or vaccum gym floor		X			
Clean Gym machines			X		
Light Wet Mop in Gym		X			
Clean Mirror in Gym		X			
Detail vaccum under desks, wires, etc.	X				
Vacuum carpeted areas and mats	X				
Clean & disinfect Public Lobby	X				
Clean & disinfect Staff Lounge	X				
Clean entry glass	X				
Sweep Locker Room Floors & Staircase	X				
Mop Locker Room Floors & Staircase		X			
Clean, polish & disinfect sink and kitchen area, microwave, coffee maker	X				
Dust desk areas and computer monitors		X			
Sanitize phones		X			
Dust & disinfect surfaces and countertops		X			
Disinfect outside of refrigerator		X			
Clean, sanitize & disinfect holding cells, including toilets *		X			
Empty recycle bins & put in appropriate containers		X			
Wipe down locker and disinfect surfaces in locker room		X			
Clean quiet rooms		X			
Clean elevator		X			
Scrub tile floors			X		
Wipe clean all door jams			X		
Remove fingerprints, smudges from wall surfaces, switch plates, glass partitions			X		
Dust and clean window blinds, door frames, moldings, vents, and handrails			X		
Clean windows inside and out				X	
Clean and polish desk tops and wood surfaces			X		
Polish and buff floors				X	
Clean and disinfect inside refrigerators			X		
Strip and wax tile floors					X
Shampoo, extract, rinse & apply protectant to carpets**					X
Steam clean upholstered chairs**					X
Scope of Work - Extra Services	Cost				
Shampoo, extract, rinse & apply protectant to carpets**	\$				
Steam clean upholstered chairs**	\$				

Note: *Need to schedule with Seargent or Dispatch

Note: ** Schedule with Town Staff prior to doing work. Extra service

Note: Communicate with staff if areas are occupied when cleaning



Sterling Park Recreation Center, 427 F Street

TASK	Daily	Weekly	Monthly	Quarterly	Yearly
Floor swept / dust mop/ wet mop	X				
Empty wastebaskets and re-line if nec	X				
Fill soap, paper towels, toilet paper	X				
Vacuum / brush mats	X				
Clean and disinfect restrooms	X				
Clean, polish & disinfect drinking fountains	X				
Clean, polish & disinfect sink and kitchen area, microwave, coffee maker	X				
Remove fingerprints, smudges, graffiti from wall surfaces, and switch plates	X				
Strip & wax all floors					X
Scrub tile floor			X		
Detail sweep under desks, wires, etc.		X			
Sanitize phones		X			
Clean & disinfect trash cans			X		
Scrub and recoat main/office room floor				X	
Clean & disinfect outside restrooms	X				
Clean windows outside				X	
Clean & disinfect all trash and recycle containers			X		
Clean windows inside		X			
Dust surfaces, windowsills, countertops		X			
Dust and clean window blinds, door frames, moldings, vents		X			
Empty recycle containers & put in appropriate containers		X			
Wipe Formica desk surface			X		
Dust & clean Maint. Room area			X		
Spot clean walls			X		
Steam clean upholstered chairs*					X*
Scope of Work - Extra Services	Cost				
Steam clean upholstered chairs*	\$				

Note: Paperwork on desks and electronic equipment are to remain untouched.

Note: * Schedule with Town Staff prior to doing this work/Extra Service



Historical Society Museum, 1500 Hillside Blvd.

TASK	Twice a Week	Monthly	Quarterly	Yearly
Floor swept / damp dust mop	X			
Empty wastebaskets and re-line if nec.	X			
Fill soap, paper towels, toilet paper	X			
Vacuum carpets/ brush mats	X			
Clean and disinfect restrooms	X			
Clean, polish & disinfect drinking fountains	X			
Clean, polish & disinfect sink and kitchen area, microwave, coffee maker	X			
Remove fingerprints, smudges, graffiti from wall surfaces, switch plates, glass partitions	X			
Scrub and recoat museum floor			X	
Clean janitorial area		X		
Detail sweep under desks, wires, etc.		X		
Sanitize phones		X		
Spot clean linoleum floors		X		
Clean & polish linoleum floors			X	
Clean and treat wood floors			X	
Clean windows inside and out		X		
Dust surfaces, windowsills, countertops		X		
Dust window blinds, door frames, moldings, vents		X		
Empty recycle containers & put in appropriate bins	X			
Dust and clean main light room areas		X		
Oil wood desk surface (front office only)		X		
Spot clean walls and carpets		X		
Wipe clean all ventilation grills			X	
Sweep floors at Train station, Freight building and Blacksmith shop		X		
Wipe clean all door jams			X	
Clean glass doors	X			
Shampoo, extract, rinse & apply protectant to carpets*				X
Scope of Work - Extra Services	Cost			
Shampoo, extract, rinse & apply protectant to carpets*	\$			

Note: Paperwork on desks and electronic equipment are to remain untouched.

Note: Do not dust or clean display cases.

Note: Do not clean inside windows at the gift shop.

Note: Do not touch bathroom lighting, it's motion sensed.

Note: * Schedule with Town Staff prior to doing this work/Extra Service



Colma Community Center, 1520 Hillside Blvd.

TASK	Daily	F, Sa, Su	Weekly	Monthly	Quarterly	Yearly
Floor swept/damp dust mop all floors	X					
Wet Mop Hard Wood Floors *		X				
Wet Mop Tile Floors *		X				
Empty wastebaskets and re-line if nec.	X					
Clean inside and outside of trash and recycling receptacles				X		
Fill soap, paper towels, toilet paper	X					
Vacuum carpets & mats	X					
Clean and disinfect restrooms	X					
Clean, polish & disinfect drinking fountains	X					
Clean, polish & disinfect sink and kitchen area, microwave, coffee maker, cabinets, countertops			X			
Clean and remove fingerprints, smudges, graffiti from wall surfaces, and switch plates			X			
Clean all glass doors & lobby table glass	X					
Scrub tile floors				X		
Detail sweep under desks, wires, etc.			X			
Sanitize phones			X			
Clean and treat hardwood floors				X		
Spot clean tiled floors	X					
Clean windows inside				X		
Clean windows outside					X	
Dust & Disinfect surfaces, and countertops			X			
Dust and clean window blinds, moldings, and windowsills			X			
Empty recycle containers & put in appropriate bins	X					
Dust and clean maint. light room areas				X		
Spot clean walls				X		
Wipe clean all ventilation grills				X		
Wipe clean all door jams					X	
Clean Oven Hood and Vents					X	
Clean Stove and Ovens				X		
Set up Tables for weekend rentals **		X				
Wipe down & disinfect wainscoting in Banquet Room				X		
Clean Chandeliers in Banquet & Conference Rm					X	
Strip and wax tile floors						X
Polish wood on chairs, tables and bench in Lobby. Dusk book shelves in Admin Office.				X		
Clean picture glass & frames in Lobby, Admin Office and Conference Room.				X		
Steam clean upholstered chairs***						X
Shampoo, extract, rinse & apply protectant to carpets***						X
Scope of Work - Extra Services	Cost					
Shampoo, extract, rinse & apply protectant to carpets***	\$					
Steam clean upholstered chairs***	\$					

Note: Paperwork on desks and electronic equipment are to remain untouched.

Note * Friday, Saturday, & Sunday Evening

Note ** Friday, Saturday, & Sunday Evening

Note *** Schedule with Town Staff prior to doing work. Extra Service



Corporation Yard, 601 F Street

TASK	Mon, Wed, Fri
Clean and disinfect restrooms	X
Empty restroom wastebaskets and re-line	X
Fill soap, paper towels, toilet paper in restrooms	X
Wet mop office areas	X
Dust office areas and light fixtures	X
Sweep main staging area	X
Clean and disinfect coffee and break area	X

Note: Paperwork on desks and electronic equipment are to remain untouched.



Creekside Villas Community Room 1180 Camino Real

TASK	2 X month
Clean, disinfect and sanitize restrooms	X
Dust kitchen cabinets, counters, and chairs	X
Wipe clean all counters & appliance exteriors in kitchen area	X
Polish all stainless steel surfaces	X
Remove trash and replace liners in bins	X
Sweep and mop floor	X
Vacuum all carpeted areas	X
Dust all surfaces up to 6'	X

EXHIBIT B

CONTRACT PRICING FORM - JANITORIAL SERVICES PROPOSAL

Part A. General Janitorial Services.

ITEM	DESCRIPTION	UNIT	MONTHLY COST	ANNUAL COST
1	TOWN HALL & COUNCIL CHAMBERS	LS	\$2,740.50	\$32,886.00
2	POLICE DEPARTMENT	LS	\$2,661.35	\$31,936.20
3	STERLING PARK RECREATION CENTER	LS	\$1,552.45	\$18,629.40
4	HISTORICAL SOCIETY MUSEUM	LS	\$ 221.30	\$ 2,655.60
5	COLMA COMMUNITY CENTER	LS	\$2,661.35	\$31,936.20
6	CORPORATION YARD	LS	\$ 633.64	\$ 7,603.68
7	CREEKSIDE VILLAS COMM. ROOM	LS	\$ 193.34	\$2,320.08
	TOTAL PRICE FOR ALL FACILITIES	LS	\$10,663.93	\$127,967.16

Part B. Emergency Services. Upon satisfactory completion, Town shall pay contractor for emergency services at the hourly rates set forth below in Part C, "Hourly Rates for Extra Services and Base Rate for Emergency Services," times the following appropriate factor*:

(1) For work performed during business hours by a crew already working in Town at the time of the emergency, the factor shall be One (1.0); (Hours, 6:00pm to 2:00am)

(2) For work performed during business hours by a crew brought in from outside the Town, the factor shall be 1.25;

(3) For work performed after business hours on twenty-four hours' response time, the factor shall be 1.5; and

(4) For work performed after business hours on two hours' response time, the factor shall be 1.75

**Instruction to proposer: Enter the factor on the blank line in text and a number. For example/ you should enter:*

- straight time as: One (1.0);

- time and a half as: One and one-half (1.5)

- double time as: Two (2.0)

Part C. Hourly Rates for Required Extra Services and Base Rates for Emergency Services. Upon satisfactory completion, Town shall pay contractor for Extra Services at the hourly rates set forth below:

ITEM	POSITION	HOURLY RATE
1	Upholstery extraction	\$65.00
2	Floor & Carpet technician	\$70.00
3	Hardwood Floor Specialist	\$130.00
4	Janitor	\$ 42.00
		\$
		\$
		\$

Part D. Optional Extra Services Per Unit.

Upon satisfactory completion, Town shall pay contractor for Optional Extra Services per unit not otherwise specified in this Exhibit C at the rates set forth below:

ITEM	UNIT TYPE	RATE
Carpet shampoo, extract, rinse and protection application	Square foot	\$0.45 > 5,000 SF
Steam clean upholstered chairs	Per chair	\$25.00 per chair
Clean Town Hall perimeter glass	LS	\$70.00
Clean Town Hall inside glass	LS	\$70.00

Part E. Annual Adjustment in Rates. The rates proposed shall be adjusted annually for a maximum increase of 5% per year. This annual adjustment shall be based on CPI. [insert basis for rate increases (e.g., consumer index, cost of living, minimum wage increases, etc.)¹

Respectfully submitted:

X Bay Contract Maintenance, Inc.

(Business Name)

X  11-15-18

(Signature & Date)

X General Manager

(Title)

License Number and Class 2018-92

¹ By submitting this cost proposal, the proposer agrees that it shall be solely responsible for insuring this cost proposal accounts for all anticipated increases in the cost of performing the janitorial services including, without limitation, potential increases in cost of living, living wage requirements, increases in minimum wage, etc. The proposer shall be precluded from obtaining any adjustments to the rates beyond the adjustments proposed in the cost proposal accepted by the Town.





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Pak Lin, Administrative Services Director
 VIA: Brian Dossey, City Manager
 MEETING DATE: December 12, 2018
 SUBJECT: FY 2017-18 Development Impact Fee Report (AB 1600)

RECOMMENDATION

Staff recommends that the City Council make the following motion:

MOTION ACCEPTING THE DEVELOPMENT IMPACT FEE REPORT FOR FISCAL YEAR ENDING JUNE 30, 2018 AND AUTHORIZING A COPY TO BE POSTED ON THE TOWN'S WEBSITE

EXECUTIVE SUMMARY

State law requires any local agency that imposes development impact fees to prepare an annual report providing specific information about those fees. Therefore, in accordance with the provision of the California Government Code, Section 66006(b), this Development Impact Fee Report for the Town of Colma is being filed accordingly for the fiscal year ending June 30, 2018.

As of 2017-18, the Town's only development impact fee is the Housing Impact Fee and therefore will comply with AB 1600 requirements, with the acceptance and posting of this report. For purposes of completeness and thoroughness, the report also includes information regarding the Park In-Lieu Fee and the Housing In-Lieu Fee, which are both exempt from the Mitigation Fee Act.

FISCAL IMPACT

This is for reporting purposes and does not have a fiscal impact. However, noncompliance may result in penalties and returning of funds.

BACKGROUND

Development impact fees are charged by local governmental agencies in connection with approved development projects. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development projects, implementing the projects' "fair share" of the cost of the capital improvements project consistent with the general plan. The legal

requirement for enactment of a development impact fee program are set forth in Government Code Sections 66000-66025 (the "Mitigation Fee Act"), the bulk of which was adopted in 1987 as AB 1600.

The Mitigation Fee Act regulates how public agencies collect, maintain and spend impact charges and fees imposed on developers for the purpose of defraying costs of public facilities. The Act includes requirements for accounting, expending and reporting charges, fees and related interest earning.

The Town collects the following types of fees in connection with development:

<u>Date of Adoption</u>	<u>Ordinance No.</u>	<u>Fee authorized</u>
March 14, 2006	641	Park Land Dedication (Park In-Lieu)
September 28, 2016	639	Housing In-Lieu Fee Housing Impact Fee

The Housing Impact Fee is the only fee that is subject to annual reporting under the Mitigation Fee Act. The Park In-Lieu fee is classified as a "Quimby Act" fee (Government Code §§ 66477) and is expressly excluded from the Mitigation Fee Act per Section 66000(b). The Town's inclusionary (affordable) housing requirement for for-sale residential development provides developers' a voluntary option to pay the Housing In-Lieu Fee (CMC Section 5.12.040).¹ As such, the Housing In-Lieu Fee is not an exaction and is not subject to the Mitigation Fee Act. (*616 Croft Ave., LLC v. City of West Hollywood*, 3 Cal.App.5th 621, 630 (2016).) Both the Park In-Lieu Fee and the Housing In-Lieu Fee are included in this report for informational purposes only and are not subject to annual reporting requirements under the Mitigation Fee Act.

This Annual Report must also be reviewed by the City Council at a regularly scheduled public meeting. In addition, notice of the time and place of the meeting shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the local agency. No such requests were made at the time of this report. The attached annual report consists of Attachment A that presents the revenues, expenditures, and fund balances for the Housing Impact Fee.

ANALYSIS

As required by the Mitigation Fee Act, impact fees must be segregated from the General Fund and accounted for in special revenue funds. Government Code Section 66006 requires that the City make available to the public information regarding development impact fees for each fund within 180 days after the end of each fiscal year:

- A brief description of the fee and the fund into which the fee was deposited;
- The amount of the fee;
- The associated fund's beginning and ending balances for the fiscal year;
- The total amount of fees collected, and interest earned;

¹ The City Council amended CMC Chapter 5.12 on November 28, 2018. The changes will take effect in January 2019

- Identification of each public improvement on which impact fees were expended and the amount of expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with impact fees;
- Identification of the approximate date by which construction of a public improvement will commence if the local agency determined that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete (Attachment A);
- A description of each interfund transfer or loan made from an account or fund; and
- The amount of refunds made and any allocations pursuant to subdivision (f) of Section 66001.

Further, Government Code Section 66001 also requires that findings describing the continuing need for impact fees be made every five years specifying the intended use of any unexpended impact fees, regardless of whether the fees are committed or uncommitted. Failure to make such findings subjects the City to going through a refunding procedure. However, five years has not elapsed since the Housing Impact Fee was adopted in 2016, so there is no need to make those additional findings at this time.

In 2017-18, the Town collected \$0 of Park In-Lieu Fees, \$197,176 of Housing In-Lieu Fees and \$0 of Housing Impact Fee. For reference, below is the fund information for the Park In-Lieu Fee and the Housing In-Lieu Fee. Information regarding the Housing Impact Fee is included in the FY 2017-18 Development Impact Fee Report (Attachment A).

PARK LAND DEDICATION (PARK IN-LIEU)

Balance at 7/1/2017 ²		\$ 163,664
2017-18 Fee Revenues		<u>0.00</u>
2017-18 Capital Spending/Encumbrance	<u>Project Budget</u>	<u>Actual Spending</u>
Sterling Park Playground Improvement (944)	163,664	<u>26,871</u>
Interfund Transfers		<u>0</u>
Balance at 6/30/2018		<u><u>\$ 136,793</u></u>

HOUSING IN-LIEU FEE

Balance at 7/1/2017		\$ 0
2017-18 Fee Revenues ²		<u>197,176</u>
2017-18 Capital Spending/Encumbrance	<u>Project Budget</u>	<u>Actual Spending</u>
None	0	<u>0</u>

² Fees are from the subdivision of land for the new residences on B Street.

Interfund Transfers

0

Balance at 6/30/2018

\$ 197,176

This report meets the requirements to comply with the Mitigation Fee Act.

Reasons for the Recommended Action

Receipt of this report complies with the Mitigation Act.

Council Adopted Values

By accepting and publishing this report on the Town's website, the Town is showing its commitment to being transparent and accountable in its use of development impact fees. This is in alignment with the *fairness* and *responsibility* attributes of the City Council adopted value-based code of conduct.

Alternatives

1. Make alternations to the report for understandability. Please note, the amounts cannot be altered.
2. Direct Staff to post the report in additional public locations.

CONCLUSION

Staff recommends the City Council receive and file the report.

ATTACHMENTS

- A. FY 2017-18 Development Impact Fee Report



DEVELOPMENT IMPACT FEE REPORT FOR FISCAL YEAR ENDING JUNE 30, 2018

This report provides an overview and summarized information on the Town's Development Impact Fees for Fiscal Year Ending June 30, 2018.

HOUSING IMPACT FEE

FEE DESCRIPTION: The Housing Impact Fee is required for-rent residential development of five or more units and for non-residential/commercial development over 5,000 square feet (CMC Sections 5.12.050 and 5.12.060). In accordance with CMC Section 5.12.010, 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.

FEE AMOUNT: The impact fees can be found in Subchapter 1.10 of the Colma Administrative Code, Master Fee Schedule, and are listed below for each of the different types of development.

Residential Use	Fee per Square Foot of Net New Floor Area
Single Family Detached Home	\$10.00
Townhouses, Duplexes and Triplexes	\$ 15.00
Apartments and Condominiums	\$ 15.00
Non-Residential Use (Only applies to developments over 5,000 sf)	Fee per Square Foot of Net New Floor Area
Hotel	\$5.00
Retail, Restaurants and Services	\$5.00
Office, Medical Office and Research and Development Uses	\$5.00

FUND BALANCE

Beginning Balance (as of 7/1/2017)		\$	0
2017-18 Fee Revenues			0
Interest			0
2017-18 Capital Spending/Encumbrance	Project Budget	Actual Spending	
None	0		0
Interfund Transfers			0
Refunds made from surplus fees and amount of any allocations made			0
Ending Balance (as of 6/30/2018)		\$	0

APPROXIMATE DATE THE CONSTRUCTION OF THE PUBLIC IMPROVEMENT WILL COMMENCE:

No construction commencement date has been identified due to insufficient funds collected.





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Michael Laughlin AICP, City Planner
 Christopher Diaz, City Attorney
 VIA: Brian Dossey, City Manager
 MEETING DATE: December 12, 2018
 SUBJECT: HEART Loan Agreement

RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HOUSING ENDOWMENT AND REGIONAL TRUST OF SAN MATEO COUNTY (HEART) FOR THE TOWN TO LEND ITS UNCOMMITTED HOUSING FUNDS TO HEART.

EXECUTIVE SUMMARY

This item is for the Town Council to consider a loan agreement between the Town of Colma and the Housing Endowment and Regional Trust of San Mateo County (HEART). The Town would lend HEART approximately \$225,000.00 of uncommitted affordable housing development impact fees. HEART would use the loaned funds for the purpose of initiating affordable housing projects throughout San Mateo County. Under the proposed agreement, the Town has expressed a requirement that funds be used for projects located in Northern San Mateo County, including Colma, Daly City, South San Francisco, Pacifica and Brisbane.

FISCAL IMPACT

The Town will generate revenue by participating in this loan agreement. HEART will pay the Town an interest rate comparable to what the funds would be earning if they were deposited in the Local Agency Investment Fund (LAIF). Normally, the Town would invest these funds with LAIF, or a similar fund, while they remained uncommitted. Therefore, the Town will not lose earned interest while the funds are loaned to HEART.

BACKGROUND

Nexus Study and Development Fees

Several years ago, the Town of Colma participated with other San Mateo County jurisdictions in preparing an affordable housing nexus study, entitled the 21 Elements Grand Nexus Study. The study quantifies the impact of the development of market rate housing and commercial development on affordable housing needed for workers which support market rate development. This study was prepared in response to several successful legal actions by the development community which questioned the ability of local jurisdictions to require a percentage of affordable units in market rate rental developments without demonstrating a connection, or Nexus, between new development and the housing affordability.

The Town of Colma adopted the Nexus Study prepared for Colma, and adopted the following fees which apply to the development of 5 or more units:

- Single-Family Residential: \$10/sq.ft.
- Multi-Family Residential: \$15/sq.ft.

In addition, the City Council adopted a fee of \$5/sq.ft. for new commercial development. Fully affordable projects or projects which provide affordable units are exempt from paying the fee. Affordable units (20%) can still be required as part of the development of 15 or more units, or, if the developer chooses to build them with or without a density bonus in a project of less than 15 units. Since the enactment of the fees, approximately \$165,000.00 has been collected for the homes being developed on B Street. The Town anticipates an additional \$60,000.00 in fees from the developer of the medical office building on El Camino Real. These funds are required to be used by the Town for the development of affordable housing. Staff anticipates that the Town will collect less than \$500,000 in fees within the next ten years, considering the lack of available land in the Town. This amount of money is not sufficient to acquire property and develop units, but would be beneficial to a developer in offsetting development or pre-development costs to create affordable units.

Use of Funds as a Loan

Since the Town has little developable land and has not implemented housing programs to utilize the funds, staff has had conversations with HEART on ways to utilize the funds, including loaning the money to HEART. HEART is a nonprofit joint power authority (JPA) created by the County of San Mateo and twenty cities, including the Town of Colma, in the County as a public/private partnership to create more affordable housing opportunities in San Mateo County. HEART's mission is to meet critical housing needs in San Mateo County by raising both public and private funds. HEART makes loans to non-profit and for-profit organizations and educational institutions for the purpose of developing, preserving, acquiring and rehabilitating affordable housing.

Currently, the San Mateo County Department of Housing has lent HEART five million dollars. One loan was for \$3.5 million for land acquisition. This loan has been repaid, so the money is available to lend out again. Numerous other jurisdictions in San Mateo County have expressed

an interest in lending HEART money. These include the Cities of Burlingame, San Mateo, Menlo Park, Millbrae, San Bruno, and the Town of Portola Valley.

HEART is convening a group in the near future to work on the Regional Housing Needs Allocation (RHNA) credit sharing pilot for cities that make funds available for use in other jurisdictions. This group will work on two proposals: the first is to suggest to the State Department of Housing and Community Development (HCD) how it can give cities that make funds available recognition for their support during the current RHNA cycle. The second will be a plan to formalize a credit sharing or trading system in the next RHNA cycle.

Staff has identified the following benefits the Town may derive from a possible loan to HEART:

- Elimination of administrative costs to the Town in trying to administer a loan to a developer directly.
- It allows for the leveraging of greater capital for use by a developer through HEART than with the limited funds the Town collects.
- It creates a positive reportable action to the State Department of Housing and Community Development (HCD) in the annual housing report.
- While not directly providing credit of units for the Town's Regional Housing Needs Assessment (RHNA) number, it is hoped that the State will take notice of this type of collaborative approach and allow the use of loans to satisfy RHNA requirements in future housing element cycles. The Town of Colma has satisfied its RHNA requirement of 59 units for the reporting period of 2015-2023 with the building of the Veteran's Village project, and the Town's RHNA requirement for 2023-2031 is unknown. Additional units built during the reporting period do not carry over, and monies collected during this reporting period must be spent within 5 years. Even if the money was directed to a shovel-ready project, the Town would not get credit for units until after 2023. So, at this time, the funds can be better used to help a North San Mateo County jurisdiction produce affordable units.
- It allows the Town to report use of the funds for affordable housing purposes to satisfy the requirements of the Mitigation Fee Act.

ANALYSIS

Use of the Funds by HEART

HEART would use the loaned funds for the purpose of initiating affordable housing projects throughout San Mateo County. Under the proposed agreement, the Town has expressed a preference that funds be used for projects located in Northern San Mateo County, including Colma, Daly City, South San Francisco, Pacifica and Brisbane. Further, development agreements and other Town development approvals may specify certain locations for use of development fees. The agreement notes that HEART will ensure that such fees are used in a manner consistent with any such limitation.

Use of the Funds by the Town

As explained above, the Town does not have a foreseeable opportunity to use these funds. However, in the event an affordable housing development opportunity arises in the Town while the funds are committed to HEART, the project developer would be able to access funds from HEART. The Town would not be committing Town funds for predevelopment to a project that has not gone through the public approval process. Ultimately, HEART is only borrowing the funds for a defined period of time and the Town will still have the opportunity to use its funds within the Town, and, through the agreement, have the ability to utilize and leverage funds from other jurisdictions for a project in the Town.

Mitigation Fee Act

Under the Mitigation Fee Act, Gov't. Code §§ 66000 *et seq.*, each development fee must be deposited in a separate capital facilities account and may be expended only for the purposes for which it was collected. For all unexpended fees, the agency must make findings every five years that (1) demonstrate a reasonable relationship between the unexpended balance and the purpose for which the fee was charged; (2) identify the sources and funding for any as-yet uncompleted public improvements; and (3) designate the approximate date the agency expects the funding for uncompleted improvements to be deposited in the account. § 66001(d)(1). The Act provides that "if the findings are not made as required by [the Act], the local agency shall refund the moneys in the account" to the current owners of the properties for which the fees were paid. § 66001(d)(2).

The loan to HEART, and their subsequent loaning of funds for the development of affordable housing will allow the Town to report that the funds are being appropriately used under the Mitigation Fee Act. Affordable housing is a regional issue that crosses the borders of cities in San Mateo County. In order to help alleviate this issue, cities impose affordable housing impact fees, commercial linkage fees, inclusionary housing in-lieu fees, and other housing fees, for the purpose of building affordable housing.

As mentioned above, the Town has accumulated approximately \$165,000.00 from the Tealdi project and anticipates about \$60,000 in fees from the El Camino Real medical office development. The Town does not have an affordable housing project planned at this time in which to place these funds, and therefore is interested in lending the funds to HEART. HEART has established the Municipal Leveraging Fund (MLF) to utilize idle and uncommitted Town funds in the short term to help initiate and provide predevelopment loans to housing projects across San Mateo County. HEART proposes to borrow Colma's funds for 3 years from the Town. If both parties agree, the loan may be extended for two additional one-year periods.

Revenue Generation

HEART will pay the Town an interest rate comparable to what the funds would be earning if they were deposited in the Local Agency Investment Fund (LAIF). Normally, the Town would invest these funds with LAIF, or a similar fund, while they remained uncommitted. Therefore, the Town will not lose earned interest while the funds are loaned to HEART.

In its eleven-year history, HEART has never made a loan to a development project that has failed resulting in losses to HEART. Although HEART plans to continue its rigorous project underwriting, it also plans to maintain a reserve (First Loss Reserve) of its own funds to ensure the Town does not incur losses in the event a project were to ever fail. As the MLF fund grows, HEART proposes to increase the amount of the reserve and seek additional first loss funds from corporations and foundations, or other guarantee funds to ensure the security of cities funds through the First Loss Reserve.

Third Party Law Firm Memo

In order to assess the legality and feasibility of whether HEART can borrow those uncommitted affordable housing funds from cities and direct them to projects throughout the County that are ready for development, HEART asked the law firm of Goldfarb & Lipman LLP, as an unbiased third-party, to prepare a memo regarding this issue. Specifically, HEART asked if the cities are legally allowed to provide these fees to HEART to finance affordable housing within the County but outside of the Town limits.

Goldfarb-Lipman conducted a review of using a city's housing funds outside of the jurisdiction in which the fees were collected and has found it to be legally permissible. The legal memo's findings were that HEART, as a JPA, is uniquely situated to utilize resources from cities with unspent affordable housing funds and direct them to projects throughout the County that are ready for development. As such, HEART may spend funds borrowed from a city on affordable housing projects outside that city/jurisdiction. In the process of lending these funds, each city must review its authorizing resolution or ordinance to see if there are any limitations placed on the use of those funds.

After receiving the legal memo from Goldfarb-Lipman, HEART approached the town of Colma regarding borrowing these uncommitted affordable housing funds from the Town in order to direct them to projects in the Northern County that are ready for development.

Council Adopted Values

The recommendation is consistent with the Council value of **responsibility** because it considers how to best use and leverage affordable housing impact fees to accelerate the production of affordable housing in San Mateo County.

Sustainability Impact

The proposal may indirectly benefit the environment since it allows for the creation of needed affordable housing in San Mateo County. Additional affordable housing would likely reduce commuting by workers who currently live outside of the region, thereby lowering GHG emissions.

Alternatives

The City Council could choose not to loan housing funds to HEART. This alternative means that funds would be held by the Town until the Town considers how the funds can be spent within the next five years to produce affordable housing. This alternative is not recommended since the funds can be leveraged to produce more affordable housing in the County.

CONCLUSION

Lending these uncommitted housing funds to HEART will enable the Town to not only use the housing funds for their intended purpose within the Town and be the first Jurisdiction in the County to demonstrate regional leadership by allowing its funds to be used in other areas of the County to address the regional affordable housing crisis.

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into a Loan Agreement to lend the Town's uncommitted housing funds to HEART for the purpose of initiating affordable housing projects throughout San Mateo County. The draft of the Loan Agreement is attached.

ATTACHMENTS

- A. Resolution
- B. Draft Loan Agreement

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

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH HOUSING ENDOWMENT AND REGIONAL TRUST OF SAN MATEO COUNTY
(HEART) FOR THE TOWN OF COLMA TO LEND ITS UNCOMMITTED HOUSING FUNDS
TO HEART**

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

1. Background

- a) The Town imposes an affordable housing impact fee and commercial linkage fees as development impact fees to address the increased demand for affordable housing created by new residential and non-residential development.
- b) The Town currently holds and is soon anticipating approximately \$225,000.00 in uncommitted funds for the purpose of providing affordable housing.
- c) However, since the Town has little developable land to generate fees, the amount of fees collected is insufficient to acquire land for or to develop affordable housing.
- d) Staff recommends that the Town enter into an agreement with the Housing Endowment and Regional Trust of San Mateo County (HEART), for the Town to lend its uncommitted housing funds to HEART to fund affordable housing projects in the Northern County.
- e) HEART is a nonprofit joint powers authority (JPA) created by the County of San Mateo and twenty cities, including the Town of Colma, in the County as a public/private partnership to create more affordable housing opportunities in San Mateo County.
- f) The Town of Colma wishes to delegate authorization to execute this agreement any amendments or extensions thereto.

2. Order

- a) The City Council does hereby authorize the City Manager, or his designee, to execute an agreement, in substantially the form and content of Attachment A, for the Town to lend its uncommitted housing funds to HEART.
- b) The City Council does hereby authorize the City Manager, or his designee, to execute and extensions or amendments to the agreement, subject to review by the City Attorney.

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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 December 12, 2018, by the following vote:

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

Dated _____

Joanne F. del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk

LOAN AGREEMENT BETWEEN THE HOUSING ENDOWMENT AND REGIONAL TRUST OF SAN MATEO COUNTY AND THE TOWN OF COLMA

This Loan Agreement, deemed effective _____, 2018 (“Effective Date”), is made and entered by and between the Housing Endowment and Regional Trust of San Mateo County, a joint powers agency (“HEART”), and The Town of Colma (“City”) for the purpose of HEART borrowing certain housing funds from the Town in the amount of _____ dollars (\$_____), in order to further the development of affordable housing in the County of San Mateo. HEART and the City shall be referred to collectively as the “Parties” and individually as a “Party” herein.

RECITALS

WHEREAS, the Town of Colma will not be able to contribute to the attainment of State housing goals or to retain a healthy environment without additional affordable housing and no single housing program will be sufficient to meet the housing need; and

WHEREAS, Federal and State funds for the construction of new affordable housing are insufficient to fully address the problem of affordable housing within the Town of Colma. Nor has the private housing market provided adequate housing opportunities affordable to Moderate-, Low-, and Very Low-Income Households; and

WHEREAS, a lack of new Inclusionary Units will have a substantial negative impact on the environment and economic climate because (i) housing will have to be built elsewhere, far from employment centers and therefore commutes will increase, causing increased traffic and transit demand and consequent noise and air pollution; and (ii) Town businesses will find it more difficult to attract and retain the workers they need; and

WHEREAS, because affordable housing is in short supply within the Town of Colma, employees may be forced to live in less than adequate housing within the Town of Colma, pay a disproportionate share of their incomes to live in adequate housing within the Town of Colma, or commute ever-increasing distances to their jobs from housing located outside the Town of Colma. These circumstances harm the City’s ability to attain goals articulated in the Town of Colma’s General Plan and strain the Town of Colma’s ability to accept and service new market-rate housing development; and

WHEREAS, housing is a regional issue and supporting the development of affordable housing projects through HEART in North San Mateo County will benefit the residents of the Town of Colma who may apply to live in such affordable housing, and employees in the Town of Colma may apply to live in such affordable housing at rents that are proportionate to their income, and will continue to be close to their work in the Town of Colma; and

WHEREAS, the Town of Colma has to date accumulated funds from impact fees (“Housing Funds”) to create affordable housing; and

WHEREAS, the Town of Colma has adopted affordable housing impact fees and commercial linkage fees to address the increase in demand for affordable housing created by new residential and non-residential development, and the Town of Colma finds that expenditure of such

funds anywhere within the County of San Mateo, including outside the limits of the Town of Colma, satisfies the purposes and requirements of said fees; and

WHEREAS, the Town of Colma has adopted an inclusionary ordinance that allows developers to pay an “in-lieu fee” as an alternative to constructing affordable units on site. Between the time that funds are collected and applied to an affordable housing project in Colma, as specified in the Town’s Inclusionary Housing Ordinance, the Town finds that the funds can be used to further the development of affordable housing projects in the northern County of San Mateo, including outside the limits of the Town of Colma, rather than solely holding the funds in a deposit account; and

WHEREAS, the Town of Colma has collected affordable housing fees from developers as required by specific conditions of approval for the purpose of creating affordable housing, and the Town of Colma has made a finding that lending money to affordable housing projects in the northern County of San Mateo, including outside the limits of the Town of Colma, is generally consistent with the purpose and requirements of the Town’s Inclusionary Housing Ordinance and the need to address affordable housing; and

WHEREAS, HEART is a joint powers authority ("JPA") formed among the County of San Mateo and twenty cities—including the Town of Colma—located in the County (collectively, the "Member Agencies") for the purpose of creating and preserving affordable housing;

WHEREAS, HEART makes loans to non-profit and for-profit organizations and educational institutions for the purpose of developing, preserving, acquiring and rehabilitating affordable housing in the County of San Mateo; and

WHEREAS, HEART will use the City’s funds on a short-term basis for three to five years to finance the development of affordable housing in the Northern San Mateo County; and

WHEREAS, HEART will repay the City and the City will be able to use its housing funds in order to finance projects within the City after the term of the loan; and

WHEREAS, this will enable the City to use the housing funds for the development of affordable housing in the area, which will help towards meeting the housing need, while still maintaining and following all original fund purposes; and

WHEREAS, HEART has access to funds from many sources and may assist an affordable housing project in the City in an amount far above the funds the City lends to HEART during the term of the loan and beyond; and

WHEREAS, HEART has established the Municipal Leveraging Fund for borrowing housing funds from municipalities, capitalized it with \$1 million of its own funds, and is seeking additional private sector contributions to the fund; and

WHEREAS, HEART wishes to borrow from the Town of Colma, and the Town of Colma wishes to extend to HEART, a loan (the “Loan”) from the Town of Colma’s Housing Funds in the amount of _____ dollars (\$_____) to support HEART’s development of affordable housing in the Northern County of San Mateo; and

NOW THEREFORE, in consideration of their mutual promises and obligations, the Parties hereby agree as follows:

TERMS OF LOAN

1. Town of Colma Loan of Funds to HEART.

a. The Parties agree that the recitals herein are true and correct and that the Town of Colma agrees to lend to HEART an amount up to _____ dollars (\$_____) (“Loan Amount”).

b. HEART may withdraw any amount not to exceed the Loan Amount (“Withdrawn Amount”) with at least thirty (30) calendar days’ notice to the Town of Colma at any time up until the Repayment Date described in Section 2.a. At its discretion, HEART may elect to draw the Withdrawn Amount in up to three (3) partial payments, in no event shall the sum of all such partial payments exceed the Loan Amount.

c. HEART acknowledges and agrees that by the Town of Colma lending said funds to HEART, the Town of Colma does not assume any liability, obligation, or duty whatsoever with respect to HEART operations, liabilities, business, or transactions.

d. The Town of Colma acknowledges that the Municipal Leveraging Fund makes funding commitments to housing projects for terms of two (2) to five (5) years and that the liquidity of the Fund fluctuates depending on lending activity. Therefore, the Town of Colma acknowledges that the Loan Amount, whether withdrawn or not, must be committed to HEART through the Repayment Date as defined herein.

e. For each project HEART funds with the Loan, HEART will provide Town of Colma with a written report and data demonstrating how the project addresses affordable housing issues in and around the Town of Colma, in order for Town of Colma to satisfy requirements of the Mitigation Fee Act (Gov. Code, § 66000 et seq.) or other reporting requirements tied to the funds used. The report shall be delivered to Town of Colma no later than sixty (60) days of when the project is funded.

2. Terms of Repayment; Interest.

a. HEART shall only repay to the Town of Colma the Withdrawn Amount, plus interest as described in Section 2.c, herein no later than the “Repayment Date,” which shall be three (3) years from the Effective Date, on _____, 20__, unless extended as described in Section 2.b.

b. The Repayment Date, at the request of HEART and the consent of the Town of Colma, may be extended for two (2) additional one (1)-year terms upon written agreement by both Parties. HEART must notify Town of Colma at least 90 days prior to Repayment Date in writing of its interest to extend the Loan term. The Repayment Date will automatically be extended upon such notice unless the Town of Colma notifies HEART in writing, within 30 days of HEART’s notice, that the Town of Colma is electing to receive repayment of any Withdrawn Amount plus any interest due.

c. Interest shall only be paid on the Withdrawn Amount (“Loan Interest”) and shall be paid when the Withdrawn Amount is repaid. In the event the Loan is drawn over two (2) or three (3) partial payments as provided in Section 1.b, each draw’s interest shall be calculated separately based on the date of said draw. The Loan Interest shall be calculated on a dollar-day basis according to the sum of the following calculation:

(Principal x Daily Interest Rate) - LAIF’s Administrative Costs (prorated LAIF quarterly costs)

Where “Principal” is the Withdrawn Amount or partial draw thereof as described herein; “Daily Interest Rate” is the gross earnings for the respective day as reported in the Local Agency Investment Fund (“LAIF”) as published by the State of California; “LAIF’s Administrative Costs” are the administrative costs charged by the Local Agency Investment Fund, which are assessed each quarter and deducted from quarterly earnings prior to interest posting.

d. In the event the Withdrawn Amount, along with any and all Loan Interest owed pursuant to Section 2.c, are not repaid by the Repayment Date, any such amounts that remain outstanding shall accrue interest at the rate specified by law for prejudgment interest.

3. Restrictions on Use of Funds

The Town of Colma’s requirement for HEART’s use of the Loan is that any Withdrawn Amounts shall be used to fund projects located in Northern San Mateo County, including Colma, Daly City, South San Francisco, Pacifica, San Bruno, and Brisbane.

4. Loan Security/Cash Reserve

a. The Withdrawn Amount(s) shall be deposited in HEART’s Municipal Leveraging Fund.

b. As security, HEART’s initial \$1 million contribution to capitalize the Municipal Leveraging Funds shall serve as the first loss funds should any loan from the Municipal Leveraging Fund to affordable housing developers become a nonperforming loan.

c. HEART shall maintain a minimum cash reserve of fifteen percent (15%) of total deposits into the Municipal Leveraging Fund to meet repayment payment obligations.

5. Default

a. The occurrence of the following shall constitute an "Event of Default" under this Loan Agreement: Either Party failing to duly perform, comply with, or observe any of the conditions, terms, or covenants of this agreement and such failure having continued uncured for sixty (60) days after receipt of written notice from the other Party pursuant to Section 5.b.

b. The non-defaulting Party shall give written notice to the other Party of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall not be fewer than sixty (60) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken. Notwithstanding the time period

described in section 5.a, if the Event of Default cannot reasonably be cured within sixty (60) days, the defaulting Party shall not be in default under this Loan Agreement if it has commenced the cure within forty-five (45) days from receipt of the written notice described herein and is diligently pursuing the cure to completion.

6. Termination

This Loan Agreement may be terminated by either Party upon the happening of an Event of Default and a failure to cure said Event of Default within the applicable cure period pursuant to the terms of Section 5.

7. Hold Harmless; Indemnity.

a. HEART shall hold harmless, indemnify, and defend the Town of Colma, its officers, employees, and agents from and against any and all third party claims, suits or actions of every kind which arise out of the performance or nonperformance of HEART's covenants, responsibilities, and obligations under this Loan Agreement and which result from the negligent or wrongful acts of HEART or its officers, employees, or agents.

b. Town of Colma shall hold harmless, indemnify, and defend HEART, its officers, employees and agents from and against any and all third party claims, suits or actions of any kind which arise out of the performance or non-performance of the Town of Colma's covenants, responsibilities and obligations under this Loan Agreement and which result from the negligent or wrongful acts of the Town of Colma or its officers, employees or agents.

c. In the event of concurrent negligence of the Town of Colma, its officer or employees, and HEART, its officers and employees, the liability for any and all third party claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this agreement shall be apportioned according to the California theory of comparative negligence.

8. General Provisions.

a. Waiver. The waiver by HEART or the Town of Colma of any term, covenant or condition herein contained shall not be deemed to a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

b. Successors and Assigns. The terms of this Loan Agreement shall apply and bind the heirs, successors, executors, administrators and assigns of the Parties.

c. Amendment to Loan Agreements. No provision of this Loan Agreement may be amended or added to except by an agreement in writing signed by the Parties or their respective successors in interest. This Loan Agreement shall not be effective or binding until fully executed by both Parties.

d. Choice of Law. This Loan Agreement is subject to the laws and jurisdiction of the State of California and any action related to the Loan Agreement shall be brought in the California Superior Court for the County of San Mateo. In the event that any court action should be brought

in conjunction with this Loan Agreement, it shall be subject to interpretation under the laws of the State of California.

e. Independent Entities. This Loan Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, joint employer, or association.

f. Authority to Execute Loan Agreement. The Parties each warrant that they have the authority to execute this Loan Agreement and that all actions have occurred, and all necessary approvals or consents have been obtained to allow each Party to enter into this Loan Agreement.

g. Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

h. Section Headings. The section headings used in this Loan Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

i. Drafting Party. No provision of this Loan Agreement shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision. It is acknowledged that representatives of each Party have participated in the drafting and negotiation of this Loan Agreement.

j. Notices. All notices provided for herein shall be in writing and shall be delivered to the appropriate parties as provided below:

For HEART:

HEART
Attn: Executive Director
2905 S. El Camino Real
San Mateo, CA 94403

With copy to:
c/o Director Department of Housing
County of San Mateo
264 Harbor Boulevard, Building A
Belmont, CA 94002

For CITY/TOWN:

**Town of Colma
Attn: City Manager
1198 El Camino Real
Colma, CA 94014-3212**

IN WITNESS WHEREOF, HEART and the Town of Colma have signed this Loan Agreement on the dates set forth below.

HOUSING ENDOWMENT AND REGIONAL TRUST OF SAN MATEO COUNTY, a joint powers agency

Date: _____

By: Armando F. Sanchez
Title: Executive Director

CITY/TOWN

Date: _____

By: _____
Title: _____





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Caitlin Corley, City Clerk
 VIA: Brian Dossey, City Manager
 MEETING DATE: December 12, 2018
 SUBJECT: City Council Committee Assignments for 2019

RECOMMENDATION

Staff recommends that the City Council determine the Council Member Committee Assignments for 2019, and make the following motion:

MOTION APPROVING COMMITTEE ASSIGNMENTS FOR 2019 AND GRANTING TO THE APPOINTEE DISCRETION IN VOTING ON MATTERS BROUGHT BEFORE THE COMMITTEE.

EXECUTIVE SUMMARY

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

FISCAL IMPACT

This action has no fiscal impact.

BACKGROUND

After the Reorganization of the City Council, Council Members review the committee assignments of the previous term and consider changes. Attached is a worksheet showing the current committee assignments, approved by the City Council on December 13, 2017.

CONCLUSION

Staff recommends that the City Council determine the Council Member Committee Assignments for 2019, adopt a motion approving Committee Assignments for 2019 and grant to the appointee discretion on voting matters brought before the committee.

ATTACHMENTS

- A. Council Committee Assignments 2019 Worksheet



Council Committee Assignments 2019 Worksheet

Committee Name	2018 Primary	2018 Secondary	2019 Primary	201 Secondary
Office of Emergency Services (EMERGENCY SERVICES COUNCIL, MEETS QUARTERLY 3 RD THURSDAYS IN JANUARY, APRIL, JUNE & SEPTEMBER, AT 5:30 PM, AT THE HALL OF JUSTICE IN REDWOOD CITY IN JURY ASSEMBLY ROOM)	Colvin	del Rosario		
Colma Creek Flood District (MEETS QUARTERLY, 2 ND TUESDAY @ 3PM IN MARCH, JUNE, SEPTEMBER AND DECEMBER AT CITY HALL, SOUTH SAN FRANCISCO)	Fiscaro			
Peninsula Congestion Relief Alliance - "The Alliance" Board of Directors member (6 X A YEAR, THURSDAY MORNINGS)	Gonzalez	Colvin		
C/CAG (2 ND THURSDAY OF THE MONTH, 7PM)	Colvin	Goodwin		
League of California Cities (ANNUAL CONFERENCE, AND WORKSHOPS THROUGHOUT THE YEAR)	All			
San Mateo County Council of Cities (MONTHLY DINNER AND MEETING)	Gonzalez is the voting representative	All Council Members can attend		
Mayor/Chamber Walks (SCHEDULED BETWEEN THE MAYOR, CITY MANAGER & CHAMBER OF COMMERCE, APPROXIMATELY 5+ OUTINGS)	Gonzalez	All other Council Members		
City Representative at Colma-Daly City Chamber of Commerce (1-2 MEETINGS A YEAR, AS NEEDED)	Gonzalez	Goodwin		
Legislative Committee (C/CAG) (ONCE PER MONTH, ON 2 ND THURSDAYS AT 5PM)	Colvin			
ABAG Representative (GENERAL ASSEMBLY MEETS TWICE PER YEAR APRIL & OCTOBER)	del Rosario	Gonzalez		
Grand Boulevard Task Force (MEETS 3 RD WEDNESDAY, 10AM-12 NOON, MARCH, JUNE, SEPTEMBER, DECEMBER AT EITHER SAM TRANS IN SAN CARLOS OR CITY HALL IN SANTA CLARA)	Goodwin	Gonzalez		
Peninsula Clean Energy Board of Directors (MEETS 4 TH THURSDAY, 6:30PM AT THE COUNTY OFFICE OF EDUCATION BUILDING IN REDWOOD CITY)	Gonzalez	del Rosario		





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Caitlin Corley, City Clerk
 VIA: Brian Dossey, City Manager
 MEETING DATE: December 12, 2018
 SUBJECT: Council of Cities and City Selection Committee

RECOMMENDATION

Staff recommends that the City Council make the following motion:

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

EXECUTIVE SUMMARY

The San Mateo Council of Cities will meet on December 14, 2018 to elect its officers, to make appointments to certain Regional Boards, and to conduct other business. According to the Council's bylaws, all Council Members from a city are participating members of the Council of Cities, but only the Mayor, or the Mayor's alternate, is a voting member. By practice, the Mayors of each city are members of the City Selection Committee, which has been delegated the authority to make appointments to certain Regional Boards.

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

FISCAL IMPACT

This action has no fiscal impact.

BACKGROUND

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

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

ANALYSIS

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

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

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

Council Adopted Values

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

Alternative

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

CONCLUSION

Staff recommends that the City Council adopt the proposed motion.

ATTACHMENTS

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

**City Selection Committee Vacancies
December 14, 2018 Meeting**

Commission/Committee	Vacancies	Seeking Appointment/Reappointment
San Mateo County Transit District (SAMTRANS) COMPENSATED	1 seat available that will represent Central Cities	1. Charles Stone, Belmont
San Mateo County Transit District (SAMTRANS) COMPENSATED	1 seat available that will represent Northern Cities	1.
San Mateo County Transit District (SAMTRANS) COMPENSATED	1 seat available that will represent Southern Cities	1. Ron Collins, San Carlos
San Mateo County Transportation Authority (SMCTA) COMPENSATED	1 seat available that will represent Central Cities	1. Maureen Freschet, San Mateo
San Mateo County Transportation Authority (SMCTA) COMPENSATED	1 seat available that will represent Southern Cities	1. Carlos Romero, East Palo Alto

San Mateo County Council of Cities Officers	Vacancies	Seeking Appointment/Reappointment
Chairperson	1 seat	1. Glenn Sylvester, Daly City
Vice Chairperson	1 seat	1.





City of Belmont

Attachment B

One Twin Pines Lane, Suite 340, Belmont, CA 94002
(650) 595-7408 • Fax (650) 637-2982
www.belmont.gov

November 14, 2018

Re: San Mateo County Transit District Board of Directors Reappointment, City Selection Committee

Honorable Mayors and Councilmembers:

I write to you to ask for your support in my bid for reappointment to the San Mateo County Transit District ("SamTrans") Board of Directors. I remain grateful for the trust you displayed when you appointed me to Jerry Deal's vacant seat several years ago.

Since being appointed to the Board the District has achieved much. We have hired a new executive officer, Jim Hartnett, who has led the District through a transformative time. There has been much turnover in senior management since 2015 and Jim and his team have made some exceptionally good hires. The District organizational chart has also been changed in positive ways and employee morale has been improved.

Over the past 3 years, the Board has worked well together and with staff to move the District forward, as well. We have moved beyond the "mentality of scarcity" which, in my opinion, was holding the District back from realizing its full potential. We have authorized and implemented a full mobile app which allows for trip planning and ticket purchases. We have strengthened our commitment to young riders and implemented new routes focused on serving those riders at school start and stop times. We have worked hard with private partners to create a viable plan to reactivate the Dumbarton rail corridor and are currently beginning the long process of bring this vision to reality. We have made tough decisions about cutting under-performing routes. We have partnered with a visionary think tank at UC Davis to help make sure we can do a better job innovating and anticipating future transit needs. We have also focused on the creation of a true and comprehensive business plan. I am particularly proud of our commitment to a 100% electric fleet as soon as possible and our recent procurement of 10 electric buses from Proterra, a San Mateo County based company.

Perhaps the biggest single thing we have done as a Board is confront our financial realities by placing Measure W on the ballot. Getting this measure to a place where it was unanimously placed on the ballot by both the SamTrans Board and Board of Supervisors was a huge lift. I was pleased to play a part in the process as Chair of the SamTrans Board and as a member of the Get Us Moving Ad Hoc Committee. As I write this letter, we still do not know the final outcome of Measure W. As a Board, we openly discussed the difficulty of succeeding on a 2/3 threshold measure, but we knew our commitment to fiscal sustainability and remaining a lifeline service for many low-income, older, and disabled riders required us to give it our best effort. I am buoyed by the fact that we are very close to that 2/3 requirement right now just I am sobered by the reality that the measure might not pass.

Whether the measure passes or not, I want to be part of the team that helps map the future of public transit in our county and in our region. I believe I can add much value in a continued role on the SamTrans Board and Caltrain JBP (where I sit as an appointee of the SamTrans Board).

I respectfully and humbly request your support for reappointment.

Yours Truly,

Charles Stone

Councilmember City of Belmont

C: Belmont City Council

CITY OF SAN CARLOS
CITY COUNCIL



600 ELM STREET
SAN CARLOS, CA 94070
(650) 802-4219
CITYOFSANCARLOS.ORG

November 21, 2018

To: City Selection Committee

Re: Appointment to the San Mateo County Transit District Board

Honorable Mayors and Councilmembers:

I am writing to ask for your support for appointment to the San Mateo County Transit District Board of Directors Southern Judicial District Seat. Having served on the San Carlos City Council since 2011, I have become involved in many transportation issues regarding San Carlos, San Mateo County and the Peninsula. I have been a member of the Caltrain Modernization Local Policymaker Working Group (CalMod) since 2013. I was also recently appointed to the Airport Community Roundtable and have been the City's representative to the Grand Boulevard Task Force for the past three years.

I have a deep and continuing interest in all transportation issues regarding San Mateo County and would like to apply my experience and advocacy on the Board. I am a regular rider on Caltrain and have come to rely on it not only for trips to Giants games but for business and other personal trips to San Francisco. As a result, I have ideas I would like to pursue to see it improved, as I see it as an indispensable part of our county transportation network. I want to work to make sure it and our SamTrans bus system are preserved, enhanced and made more accessible to as many riders in San Mateo County as possible.

Over the past seven years, I have served my community and the county in a variety of roles. I believe my analytical skills, experience, ability to work well with others, and passion for modern and improved public transit would serve me well on the Board. I respectfully ask for your support.

Thank you.

Sincerely,

Ronald Collins
San Carlos City Council member

CC: San Carlos City Council



November 28, 2018

Honorable Mayor and Members of the City Council,

Please accept this letter as my statement of intent to seek reappointment to the San Mateo County Transportation Authority.

It has been my great privilege to represent the Central Judicial cities (San Mateo, Belmont, Burlingame, Foster City, Half Moon Bay, Hillsborough, and Millbrae) on this important body since my election in 2015. I am proud of our achievements, and excited about future plans to relieve the severe strain on our transportation infrastructures, such as the US 101 Managed Lanes Project, improved ferry and shuttle services, critical grade separations, and many other projects to reduce traffic and enhance public safety.

San Mateo is at the epicenter of our county's economic and construction boom which has dramatically impacted traffic for all of our cities. This is a regional issue that requires regional solutions, and the careful prioritization of Measure A funded projects to mitigate congestion and promote transportation alternatives is a primary objective we all share.

I hope to continue my service in order to provide consistency and continuity while seeing our many current projects come to fruition. I am also strongly committed to serving as a liaison for vital proposals that require the cooperation of multiple cities to move forward for the benefit of our entire county. I have been a strong proponent of Measure W which represents the opportunity to significantly impact each our cities, and I will continue to fight for the public and private resources we need to create the transportation network we all hope for.

Thank you for your consideration and support of my reappointment to another term. Please feel free to call me if you have any questions or would like to discuss this with me.

Sincerely,

Maureen Freschet
Council Member
City of San Mateo
650-520-3070



CITY OF EAST PALO ALTO

Mayor Ruben Abrica
Vice Mayor Lisa Gauthier

Council Members
Larry Moody
Carlos Romero
Donna Rutherford

November 28, 2018

Re: San Mateo County Transportation Authority city seat- Southern Judicial Cities Appointment

Honorable Mayors and Council Members:

I write to seek your support for appointment to the San Mateo County Transportation Authority (SMCTA) Southern Judicial Cities seat. As past Mayor of East Palo Alto, former vice-chair of CCAG, current board member of Commute.org, and an active participant in Council of Cities meetings, I have grown to know and engage many of you in discussions of issues affecting our cities. I feel it is vitally important that we listen to one another and collectively arrive at decisions that affect our cities.

As a diverse county we must cooperate and arrive at reasoned, rational, and sustainable transportation decisions that address the urban and rural growth challenges we face. Given the passage of Measure W and reaffirmation of the State's fuel tax, RRRRA, the development of SMCTA's next strategic plan must comprehensively set the blueprint for developing our transit, roadways, and non-motorized forms of transportation cost effectively, efficiently and equitably.

The SMCTA will play a pivotal role in discussing, prioritizing, and leveraging our local funds to allow our cities to guarantee the flow of funds for transit, bike/ped, road and highway improvement projects that will help maintain a livable region for all of us. Among the many projects and priorities that must be balanced are the implementation of complete streets, shuttles, the Hwy 101 Managed Lanes Project, grade separations, transit operations, and TDM, to cite only a few. All of these priorities must be considered within the context of a fiscally and socially equitable distribution of these limited and precious SMCTA public funds.

I believe I can play a meaningful and effective role on the SMCTA given my present five years of service on ABAG's Regional Planning Committee and my educational background at Stanford and Harvard where I studied urban economics, urban planning, real estate finance, and transportation studies. I will be mindful of the diversity of our cities, our numerous needs, and our sometimes-divergent concerns. I will always engage in reasoned discourse, respectful of all positions, that seeks innovative, collaborative and truly effective solutions that maintain and improve our transportation options sustainably.

Please contact me should you have any questions concerning my candidacy. I may be reached at (650) 283-2852 or by e-mail: cromero_ezln@yahoo.com.

Sincerely,

Carlos Romero, Councilmember

CITY COUNCIL

RAYMOND A. BUENAVENTURA
JUDITH A. CHRISTENSEN
MICHAEL P. GUINGONA
JUSLYN C. MANALO
GLENN R. SYLVESTER



**OFFICE OF THE CITY COUNCIL
CITY OF DALY CITY**

**333 - 90TH STREET
DALY CITY, CA 94015-1895**

SHAWNNA MALTBIE
INTERIM CITY MANAGER

K. ANNETTE HIPONA
CITY CLERK

DANCA M. HALVORSON
CITY TREASURER

PHONE (650) 991-8008

11/14/18

Mr. Sukhmani Purewal,
Secretary of City Selection Committee

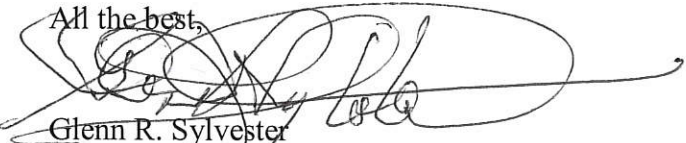
Re: Letter of Intent

Dear Esteemed Members of the Selection Committee,

Having served as your Vice-Chair this year in 2018, I would be honored with the privilege to serve as your Chair Person for 2019, if so desired. Attendance at our meetings has done so much to enrich my knowledge of the various issues throughout San Mateo County and the many cities within. I enjoy the collaboration and camaraderie of everyone.

I hope for your continued support.

All the best,


Glenn R. Sylvester
Council Member
City of Daly City



SAN MATEO COUNTY

CITY SELECTION COMMITTEE

Diane Papan, Chairperson
Glenn R. Sylvester, Vice Chairperson

Sukhmani S. Purewal, City Selection Secretary
400 County Center
Redwood City, 94063
650-363-1802

TO: Sukhmani S. Purewal, Secretary
City Selection Committee

SUBJECT: Alternate to the City Selection Committee

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

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

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

(You must check only ONE of the following options)

My alternate is to serve for the:

- _____ meeting only
Date
- duration of my term of office as Mayor
- I do not choose to appoint an alternate

Signature of Mayor

Date

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

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

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





STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Director of Public Works
 Pak Lin, Administrative Service Director
 Michael Laughlin, City Planner

VIA: Brian Dossey, City Manager

MEETING DATE: December 12, 2018

SUBJECT: Cost of Service Fee Study

RECOMMENDATION

This item is a study session for informational purposes only. City Council action is not required. This staff report is being presented to provide information to the City Council regarding certain fees related to City services.

EXECUTIVE SUMMARY

The Town recently held a Study Session regarding the adjustment of services fees as they relate to the Building, Planning and Engineering Departments. The cost of service study was to identify the cost of providing various services as they relate to the above-mentioned departments. The City Council and members of the public were concerned about the increase in the proposed cost of service fees. The City Council requested that staff come back in a study session format and propose revisions, options or community programs that would assist the public, (residential and commercial communities) in reasonable costs for services rendered along with an outreach program to assist the public on when the fess would be adjusted and why we need the fees to be adjusted.

FISCAL IMPACT

There is no immediate fiscal impact associated with this report. The direction provided by the City Council will have a future fiscal impact.

BACKGROUND

At the November 28, 2018 City Council meeting, staff along with the Town’s consultant, NBS, presented a proposed cost of service study where fees for various permit and services were adjusted to represent the cost to the Town for providing those services.

The City Council requested that staff and the consultant review the proposed charges and provide options and where applicable reduce the charges to an amount less than the estimated cost of service when that service constitutes a compliance issue. For example, permits for the installation of a hot water heater or roof repairs or replacement.

ANALYSIS

The proposed Fee Schedule that was presented in the study session on November 28, 2018 represented 100% cost recovery on the various services that are provided to the public via the Building, Planning and Public Works Departments. Per the direction of the City Council, Staff has developed several strategies or options that can help offset the cost on specific fees with in the cost of service study. The Cost of Service Study (Attachment "A") has been modified to represent the options with in this staff report.

- The City Council agreed that certain services (we will refer to these items as compliance issues) should be discounted so as not to discourage the public from obtaining required permits to perform the work at hand. An example of a "Compliance issue" would be a permit for the replacement of a hot water heater. Any discount must be subsidized from the Town's general fund, and not from revenue from charges imposed on other customers.

For example, the cost to the Town of permitting the installation of a hot water heater is high when compared to the cost of the hot water heater, even though it reflects the Town's estimated costs in providing the permit. As a result, members of the public may seek to install the project without proper permitting and the expertise of the building inspector making sure it was properly installed to the building code.

Staff highlighted the "Compliance Issues" within the Fee Study and has made their recommendations to what we think a reasonable charge should be for these services.

- The Fee Study was assessed on a 100 per cent cost recovery, City Council requested what would those various line item fees be if they were reduced to a lower percentage of recovery. The best way to understand the gravity of the General Fund Subsidy is to look at it on an annual basis. The report projected that if you targeted a 100% cost recovery, your first year you would recover approximately \$268,000. If the Town were to subsidize the costs of services at 5%, 10% and 15% estimated revenue would be as follows:
 - 5% subsidy, your projected cost recovery would be \$254,600 (-\$13,400)
 - 10% subsidy, your projected cost recovery would be \$241,200 (-\$26,800)
 - 15% subsidy, your projected cost recovery would be \$227,800 (-\$40,200)

Note: Dollar amount in the parentheses is the estimated General Fund subsidy.

- Phasing the fee increases over the next few years was another scenario that the City Council wanted to review. The suggested way of phasing the annual fee increases is on a 75% cost recovery of the 100% fee the 1st year, 85% cost recovery of the 100% fee the 2nd year, 95% cost recovery of the 100% fee the 3rd year and 100% cost recovery of

the full fee the 4th year. When looking at the columns (labeled target cost recovery) in the fee schedule worksheet you can see what the annual increases would be. A simple example would be if a permit costs \$100.00, the Town would charge only \$75.00 in the first year, and would be subsidizing \$25.00; the second year the charge for the permit would be \$85.00, and the Town would be subsidizing \$15.00; the third year the charge for the permit would be \$95.00, and the Town would be subsidizing \$5.00; the fourth year the customer would be responsible for the full cost of the permit at \$100.00.

- The last option or strategy is to implement the Towns minor home repair grant program (Colma Administrative Code 1.06 – see attachment B). The grant program would help assist the Home Owner with various costs associated with the various cost of construction, including permitting costs. Staff looked at this program and with some modifications believe that this would assist the resident in the burdening costs associated with home improvements. As stated, this assistance program could offset permitting cost as well as other regulatory fees. All grants would be paid for from the City's general fund.

The City Council requested that Staff look at different options that could be considered and hopefully take some of the "sticker shock" out of the increases with in the fee schedule. One consideration is a hybrid of the above:

- Keep the "Compliance Issue" fees, those reduced charges are for the good of the community at large. City council should review and comment if those fees are acceptable.
- An option that was considered in assisting applicants with the cost of service fee increases was a hybrid approach; institute a residential grant program to help offset construction costs along with a subsidy of 5% where the Town would be looking at recovering 95% of the cost of service fees. We felt that this accomplished several things; one it assisted a residential community with the burdening costs of construction in hopes that this would attract more home owners to use the permitting process which is required by Law; and two, the 5% reduction in the various fees would also be a great gesture toward the commercial base in the Town of Colma. All subsidies would be paid for from the Town's general fund.

CONCLUSION

The increase in cost of service fees is difficult to implement, the Town wants to recover its true costs for providing those various services to the community and at the same time wants to ease the burden of rising costs to those who request those services. The objective of this Study Session is to review and discuss options and strategies to best suit the residential and commercial communities.

This Study Session provides all interested parties in attendance an opportunity to comment or request clarification regarding any of the fees proposed prior to City Council adoption of new or changed fees.

CITY COUNCIL VALUES

By reviewing and commenting on the proposed options and strategies in developing the proposed cost of service study the City Council is being **Fair** in their approach in assisting all branches of the community.

ATTACHMENTS

- A. Draft User Fee and Charges Schedule
- B. Colma Administrative Code 1.06 – Minor Home Repair Grant Program

The Town of Colma
 Planning - User Fee Study Fiscal Year 2019
 Cost of Service Estimate for Fee Related Services and Activities

Fee No.	Fee Name	Fee Unit / Type	Typical use	Notes	Current Fee	Full Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
1.10.120	Public Records and Copying Fees			[3]								
1.10.122	Document photocopying, in house			[3]								
a	8.5" x 14" or smaller				\$ 0.10			\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	No Change. Not included in fee study
b	8.5" x 17"				\$ 0.15			\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	No Change. Not included in fee study
c	Plus hourly fee				\$ 20			\$ 20	\$ 20	\$ 20	\$ 20	No Change. Not included in fee study
1.10.124	Document photocopying, outside			[3]	Actual Cost + \$20 / hour			Actual Cost + \$20 / hour	Actual Cost + \$20 / hour	Actual Cost + \$20 / hour	Actual Cost + \$20 / hour	No Change. Not included in fee study
1.10.126	Audio cassette copy			[3]	\$ 20			\$ 20	\$ 20	\$ 20	\$ 20	No Change. Not included in fee study
1.10.128	Videotape copy			[3]	\$ 40			\$ 40	\$ 40	\$ 40	\$ 40	No Change. Not included in fee study
1.10.100	Appeal and Re-consideration Fees											
1.10.102	Filing fee for appeal from administrative decision											
	Adjacent Property Owner	per request			\$ 100	\$ 3,376	x	\$ 500	\$ 500	\$ 500	\$ 500	
	Applicant or Other Party	per request			\$ 100	\$ 3,376	x	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	
1.10.104	Filing fee for request for reconsideration of City Council decision											
	Adjacent Property Owner	per request			\$ 100	\$ 4,823	x	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	
	Applicant or Other Party	per request			\$ 100	\$ 4,823	x	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	
1.10.200	Land Use Development Processing Fees, Planning Services (Flat Fees)											
new	Accessory Dwelling Unit	per project			new	\$ 643		\$ 482	\$ 547	\$ 611	\$ 643	

The Town of Colma
 Planning - User Fee Study Fiscal Year 2019
 Cost of Service Estimate for Fee Related Services and Activities

Fee No.	Fee Name	Fee Unit / Type	Typical use	Notes	Current Fee	Full Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
new	Address Assignment	per project			new	\$ 281		\$ 211	\$ 239	\$ 267	\$ 281	
1.10.202	Administrative Use Permit	per permit	C		\$ 280	\$ 1,929		\$ 1,447	\$ 1,640	\$ 1,833	\$ 1,929	
1.10.204	Design Review, Minor (New development or modifications to existing use < 1,000 sqft or under \$1,000,000 value)	per project	C		\$ 325	\$ 2,090		\$ 1,568	\$ 1,777	\$ 1,986	\$ 2,090	
new	Landscape Plan Check Water Use	per project			new	\$ 281		\$ 211	\$ 239	\$ 267	\$ 281	
1.10.206	Sign Permit	per permit	C		\$ 382	\$ 1,407	x	\$ 500	\$ 500	\$ 500	\$ 500	
1.10.208	Sign Review	per project	C		\$ 102	\$ 442	x	\$ 300	\$ 300	\$ 300	\$ 300	

The Town of Colma
 Planning - User Fee Study Fiscal Year 2019
 Cost of Service Estimate for Fee Related Services and Activities

Fee No.	Fee Name	Fee Unit / Type	Typical use	Notes	Current Fee	Full Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
1.10.1100	Special Event Fees and Deposits											
	Special Event Permit	per permit	S		\$ 100	\$ 924	x					Social events on public or private property, including winter and spring events at 280 Metro, street fairs, block parties, etc
	One Time / Initial	per permit					x	\$ 200	\$ 200	\$ 200	\$ 200	
	Recurring	per permit					x	\$ 100	\$ 100	\$ 100	\$ 100	
	Initial deposit against Departmental Service Charges for a Special Event Impacting Public Property			[3]	\$ 500			\$ 500		\$ 500	\$ -	No Change
	Initial deposit against Departmental Service Charges for a Special Event on Private Property			[3]	\$ 200			\$ 200		\$ 200	\$ -	No Change
	Initial deposit against Departmental Service Charges for a Public Assembly Event			[3]	\$ 500			\$ 500		\$ 500	\$ -	No Change
	Initial deposit against Departmental Service Charges for a Commercial Event			[3]	\$ 300			\$ 300		\$ 300	\$ -	No Change
1.10.205	Temporary Banner Permit	per permit	C		\$ 50	\$ 121	x	\$ 70	\$ 70	\$ 70	\$ 70	
1.10.209	Temporary Use Permit (Tier 1)	per permit	C		\$ 50	\$ 121	x	\$ 70	\$ 70	\$ 70	\$ 70	Generally for small commercial/sales events or activities such as a tool vendor parking lot demonstration and use of a cargo container for inventory storage during the holidays
1.10.210	Temporary Use Permit (Tier 2)		C									Generally for larger sales events or activities such as Christmas tree or pumpkin sales in a parking lot etc.
	One-Time / Initial	per permit			\$ 280	\$ 1,407	x	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	
	Recurring	per permit			\$ 280	\$ 1,407	x	\$ 500	\$ 500	\$ 500	\$ 500	

The Town of Colma
 Planning - User Fee Study Fiscal Year 2019
 Cost of Service Estimate for Fee Related Services and Activities

Fee No.	Fee Name	Fee Unit / Type	Typical use	Notes	Current Fee	Full Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
1.10.212	Tree removal permit		C									
	Minor - Up to 5 trees	per permit			\$ 474	\$ 1,929		\$ 1,447	\$ 1,640	\$ 1,833	\$ 1,929	
	Major - 6+ trees	deposit			\$ 474	\$ 4,341		\$ 3,256	\$ 3,690	\$ 4,124	\$ 4,341	
1.10.214	Use Permit, Home Occupation	per permit	C		\$ 50	\$ 121	x	\$ 50	\$ 50	\$ 50	\$ 50	
1.10.216	Use Permit, Minor (New development or modifications to existing use < 2,000 sq ft)	per permit	C		\$ 905	\$ 7,637		\$ 5,728	\$ 6,491	\$ 7,255	\$ 7,637	
1.10.218	Zoning Clearance for Retail Merchandising Unit	per project	C		\$ 184	\$ 523	x	\$ 250	\$ 250	\$ 250	\$ 250	
new	Zoning Letter	per project			new	\$ 1,045		\$ 784	\$ 888	\$ 993	\$ 1,045	
1.10.220	Land Use Development Processing Fees, Planning Services (Deposit Against Actual Cost)											
1.10.222	Design Review, Major (New development or modifications to existing use > 1,000 sq ft)	deposit			\$ 4,190	\$ 7,476		\$ 5,607	\$ 6,355	\$ 7,102	\$ 7,476	
1.10.224	General Plan Amendment	deposit			\$ 6,730	\$ 11,415		\$ 8,561	\$ 9,703	\$ 10,844	\$ 11,415	
1.10.226	Lot Line Adjustment	deposit			\$ 2,540	\$ 8,859		\$ 6,644	\$ 7,530	\$ 8,416	\$ 8,859	

The Town of Colma
 Planning - User Fee Study Fiscal Year 2019
 Cost of Service Estimate for Fee Related Services and Activities

Fee No.	Fee Name	Fee Unit / Type	Typical use	Notes	Current Fee	Full Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
new	Master Sign Program	deposit			n/a	\$ 7,637		\$ 5,728	\$ 6,491	\$ 7,255	\$ 7,637	
1.10.228	Parcel Map	per map, deposit			\$ 3,950	\$ 8,151		\$ 6,114	\$ 6,929	\$ 7,744	\$ 8,151	
1.10.230	Planned Development Plan	deposit			\$ 4,880	\$ 7,315		\$ 5,486	\$ 6,218	\$ 6,949	\$ 7,315	
new	Stormwater Review Deposit (Preliminary)	deposit			n/a	\$ 1,576		\$ 1,182	\$ 1,339	\$ 1,497	\$ 1,576	
1.10.232	Subdivision Map	per map, deposit			\$ 5,465	\$ 10,290		\$ 7,718	\$ 8,747	\$ 9,776	\$ 10,290	
1.10.234	Use Permit, Major (New development or modifications to existing use > 2,000 sq ft)	deposit			\$ 4,245	\$ 7,637		\$ 5,728	\$ 6,491	\$ 7,255	\$ 7,637	
1.10.238	Vacation or abandonment of Public Easement, including Street Easement	deposit			\$ 5,705	\$ 6,994		\$ 5,245	\$ 5,945	\$ 6,644	\$ 6,994	
1.10.240	Variance to Zoning Regulation	deposit			\$ 4,720	\$ 7,637		\$ 5,728	\$ 6,491	\$ 7,255	\$ 7,637	
1.10.242	Zoning Reclassification	deposit			\$ 5,245	\$ 9,405		\$ 7,054	\$ 7,994	\$ 8,935	\$ 9,405	
1.10.244	City Attorney Time (the deposit is required whenever City Attorney time will be spent in processing an application, and shall be in excess of any other deposit or fee required, with the deposit determined by the level of CEQA review required for the application)											
a	CEQA Exemptions not requiring a Major Permit or Major Design Review application - under 2,000 sq ft	deposit			\$ 250	\$ 764		\$ 573	\$ 649	\$ 726	\$ 764	
b	CEQA Exemption requiring a Major Permit or Major Design Review application - 2,000 square feet and over	deposit			\$ 1,500	\$ 1,910		\$ 1,433	\$ 1,624	\$ 1,815	\$ 1,910	

The Town of Colma
 Planning - User Fee Study Fiscal Year 2019
 Cost of Service Estimate for Fee Related Services and Activities

Fee No.	Fee Name	Fee Unit / Type	Typical use	Notes	Current Fee	Full Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
c	CEQA Negative Declarations, Mitigated Negative Declarations	deposit			\$ 2,000	\$ 3,820		\$ 2,865	\$ 3,247	\$ 3,629	\$ 3,820	
d	Environmental Impact Reports	deposit			\$ 4,000	\$ 7,640		\$ 5,730	\$ 6,494	\$ 7,258	\$ 7,640	
e	Agreements - City Attorney Deposit	deposit			\$ 2,000	\$ -		\$ -	\$ -	\$ -	\$ -	
1.10.250	<p>Land Use Development Project Fees, CEQA Review (Deposit Against Actual Cost). The following deposits will be required for environmental review of applications through the Planning Department to develop property. These fees are in addition to the processing fees for planning or engineering services. The initial deposits shown below are due and payable upon filing an application. Additional deposits may be required from time to time. Any unused deposit will be returned to the applicant. The deposit for an amendment is the same as the fee for an initial application. The total processing fee will not exceed the actual, reasonable cost of providing the service.</p>											
1.10.252	Categorical Exemption	per permit		[4]	\$ 100	\$ 281		\$ 211	\$ 239	\$ 267	\$ 281	
1.10.254	Negative Declaration or Mitigated Negative Declaration											
	Prepared by Town	deposit		[4, 5]	\$ 4,780	\$ 8,441		\$ 6,330	\$ 7,174	\$ 8,019	\$ 8,441	

The Town of Colma
 Planning - User Fee Study Fiscal Year 2019
 Cost of Service Estimate for Fee Related Services and Activities

Fee No.	Fee Name	Fee Unit / Type	Typical use	Notes	Current Fee	Full Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
	Prepared by Consultant	deposit		[4, 6]	Consultant Costs + 10% as an initial deposit to cover staff time	\$ -		\$ -	\$ -	\$ -	\$ -	
1.10.256	Environmental Impact Reports	deposit		[4, 6]	Consultant Costs + 10% as an initial deposit to cover staff time	\$ -		\$ -	\$ -	\$ -	\$ -	
1.10.258	Environmental Document pursuant to a Certified Program (CRP)	deposit		[4, 7]	Consultant Costs + 10% as an initial deposit to cover staff time	\$ -		\$ -	\$ -	\$ -	\$ -	
new	Mitigation Monitoring	deposit			new	\$ -		\$ -	\$ -	\$ -	\$ -	
	Business Registration Application Processing	flat		[8]	\$ 25	\$ 113	x	\$ 25	\$ 25	\$ 25	\$ 25	
Support to Building Fees												
new	Building Permit, Residential Interior	flat			new	\$ 80	x	\$ 40	\$ 40	\$ 40	\$ 40	
new	Building Permit, New Single Family Residence	flat			new	\$ 80		\$ 60	\$ 68	\$ 76	\$ 80	
new	Building Permit, Residential Addition	flat			new	\$ 80		\$ 60	\$ 68	\$ 76	\$ 80	
new	Building Permit, Commercial T.I.	flat			new	\$ 80		\$ 60	\$ 68	\$ 76	\$ 80	
new	Building Permit, Commercial Addition	flat			new	\$ 121		\$ 90	\$ 102	\$ 115	\$ 121	

The Town of Colma
 Planning - User Fee Study Fiscal Year 2019
 Cost of Service Estimate for Fee Related Services and Activities

Fee No.	Fee Name	Fee Unit / Type	Typical use	Notes	Current Fee	Full Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
new	Building Permit, Commercial or Multi-Residential	flat			new	\$ 1,125		\$ 844	\$ 957	\$ 1,069	\$ 1,125	
TOTAL PLANNING												

- [1] No fee charged
- [2] City Attorney rate provided by Town of Colma at \$382/hr.
- [3] Placeholder for master fee schedule. NBS did not evaluate.
- [4] Plus \$50 Document Handling Fee
- [5] Plus \$2,181.25 California Department of Fish and Game fee.
- [6] Plus \$3,029.75 California Department of Fish and Game fee
- [7] Plus \$1,030.25 California Department of Fish and Game fee
- [8] Current fee reflects Planning's portion of the City's fee only. Current fee is listed in the Municipal Code and requires an Ordinance Amendment to change.

The Town of Colma
 Engineering Services - User Fee Study Fiscal Year 2019
 Cost of Service Estimate for Fee Related Services and Activities

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
1.10.400	Land Use Development Processing Fees, Public Works and Engineering Services											
1.10.402	Grading Plan Check 50 to 2,000 CY		C									
a	First 50 CY	flat			\$ 80	\$ 105		\$ 78	\$ 89	\$ 99	\$ 105	
b	Each additional 100 CY	flat			\$ 20	\$ 75		\$ 56	\$ 64	\$ 71	\$ 75	
1.10.404	Grading Plan Check over 2,000 CY		C									
a	First 2,000 CY	deposit			\$ 400	\$ 1,569		\$ 1,177	\$ 1,333	\$ 1,490	\$ 1,569	
b	Each additional 100CY	deposit			\$ 2	\$ 78		\$ 59	\$ 67	\$ 75	\$ 78	
1.10.406	Grading Permit 50 to 2,000 CY		C									
a	First 50 CY	flat			\$ 130	\$ 627		\$ 470	\$ 533	\$ 596	\$ 627	
b	Each additional 100 CY	flat			\$ 20	\$ 38		\$ 28	\$ 32	\$ 36	\$ 38	
1.10.408	Grading Permit over 2,000 CY		C									
a	First 2,000 CY	deposit			\$ 530	\$ 1,359		\$ 1,019	\$ 1,155	\$ 1,291	\$ 1,359	
b	Each additional 100CY	deposit			\$ 8	\$ 68		\$ 51	\$ 58	\$ 65	\$ 68	
1.10.410	Improvement Plan Checking, Contracts of \$10,000 or less											
	Per Project	flat			\$ 250	\$ 418		\$ 314	\$ 355	\$ 397	\$ 418	
1.10.412	Improvement Plan Checking, Contracts between \$10,000 and \$100,000											
a	Base fee at \$10,000	flat			\$ 500	\$ 452		\$ 339	\$ 384	\$ 429	\$ 452	
b	Each additional \$1,000 of contract cost	flat			\$ 35	\$ 5		\$ 4	\$ 5	\$ 5	\$ 5	
1.10.414	Improvement Plan Checking, Contracts between \$100,001 and \$500,000											
a	Base fee at \$100,000	deposit			\$ 3,650	\$ 941		\$ 706	\$ 800	\$ 894	\$ 941	
b	Each additional \$1,000 of contract cost	deposit			\$ 20	\$ 9		\$ 6	\$ 7	\$ 8	\$ 9	
new	Improvement Plan Checking, Contracts more than \$500,000			[3]								
a	Base fee at \$500,000	deposit			\$ 13,650	\$ 4,390		\$ 3,292	\$ 3,731	\$ 4,170	\$ 4,390	

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
b	Each additional \$1,000 of contract cost	deposit			\$ 20	\$ 9		\$ 7	\$ 7	\$ 8	\$ 9	
new	Improvement Inspection, Contracts of \$10,000 or less			[3]								
	Per Project	flat			new	\$ 452		\$ 339	\$ 384	\$ 429	\$ 452	
new	Improvement Inspection, Contracts between \$10,000 and \$100,000			[3]								
a	Base fee at \$10,000	flat			new	\$ 452		\$ 339	\$ 384	\$ 429	\$ 452	
b	Each additional \$1,000 of contract cost	flat			new	\$ 23		\$ 17	\$ 19	\$ 22	\$ 23	
new	Improvement Inspection, Contracts between \$100,000 and \$500,000			[3]								
a	Base fee at \$100,000	deposit			new	\$ 2,509		\$ 1,881	\$ 2,132	\$ 2,383	\$ 2,509	
b	Each additional \$1,000 of contract cost	deposit			new	\$ 18		\$ 13	\$ 15	\$ 17	\$ 18	
new	Improvement Inspection, Contracts more than \$500,000			[3]								
a	Base fee at \$500,000	deposit			new	\$ 9,616		\$ 7,212	\$ 8,174	\$ 9,135	\$ 9,616	
b	Each additional \$1,000 of contract cost	deposit			new	\$ 19		\$ 14	\$ 16	\$ 18	\$ 19	
1.10.322	Parcel or Final Map Subdividing Property (4 lots)	flat			\$ 600	\$ 4,181		\$ 3,136	\$ 3,554	\$ 3,972	\$ 4,181	
a	Each additional lot	flat			\$ 50	\$ 209		\$ 157	\$ 178	\$ 199	\$ 209	
b	Plus recording costs (as established by County)	flat			Actual Cost	n/a						

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
1.10.400	Public Property and Public Rights-Of-Way											
1.10.402	Encroachment Permit, single residential lot driveway	flat	R		\$ 60	\$ 242		\$ 182	\$ 206	\$ 230	\$ 242	
1.10.406	Encroachment Permit, single residential lot utility cut by contractor in asphalt street or concrete sidewalk	flat	R		\$ 60	\$ 242		\$ 182	\$ 206	\$ 230	\$ 242	
1.10.408	Encroachment Permit, single residential lot utility cut by contractor in an interlocking concrete paver surfaced street or sidewalk	flat	R		\$ 150	\$ 347		\$ 260	\$ 295	\$ 330	\$ 347	
1.10.410	Encroachment Permit, fence and/or landscaping in right-of-way (Both may be covered by same permit)	flat	C,R		n/a	\$ 242	x	\$ 25	\$ 25	\$ 25	\$ 25	
1.10.412	Encroachment Permit, Utility company		C	[5]								
	Annual Processing Fee	flat			\$ 500	\$ 627	x	\$ 627	\$ 627	\$ 627	\$ 627	
	Minimum Deposit Amount	deposit			n/a	\$ 2,509	x	\$ 2,509	\$ 2,509	\$ 2,509	\$ 2,509	
1.10.414	Failure to give required notice under a Utility Company Annual Encroachment Permit											
	Per site, after second occurrence in 12-month period	flat			\$ 100	\$ 209	x	\$ 209	\$ 209	\$ 209	\$ 209	
1.10.416	Encroachment Permit, for work not included in fixed fee schedules where the value of the contract is less than \$10,000											
	Per Project	flat			\$ 140	\$ 661		\$ 495	\$ 561	\$ 628	\$ 661	
1.10.418	Encroachment Permit, for work not included in fixed fee schedules where the value of the contract is between \$10,000 and \$100,000											
a	Base fee at \$10,000	deposit			\$ 700	\$ 1,045		\$ 784	\$ 888	\$ 993	\$ 1,045	
b	Each additional \$1,000 of contract cost	deposit			\$ 50	\$ 95		\$ 71	\$ 81	\$ 90	\$ 95	
1.10.418	Encroachment Permit, for work not included in fixed fee schedules where the value of the contract is between \$100,000 and \$500,000											
a	Base fee at \$100,000	deposit			\$ 5,200	\$ 9,616		\$ 7,212	\$ 8,174	\$ 9,135	\$ 9,616	
b	Each additional \$1,000 of contract cost	deposit			\$ 30	\$ 51		\$ 38	\$ 43	\$ 48	\$ 51	

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
1.10.420	Encroachment Permit, for work not included in fixed fee schedules where the value of the contract is over \$500,000											
a	Base fee at \$500,000	deposit			\$ 17,200	\$ 29,893		\$ 22,420	\$ 25,409	\$ 28,398	\$ 29,893	
b	Each additional \$1,000 of contract cost	deposit			\$ 30	\$ 60		\$ 45	\$ 51	\$ 57	\$ 60	
	Encroachment for dumpster	flat			new			\$ 50	\$ 50	\$ 50	\$ 50	

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
new	Stormwater Fees			[3]								
	Stormwater Management - Post construction	flat	C,R		new	\$ 1,672		\$ 1,672	\$ 1,672	\$ 1,672	\$ 1,672	County passed the work to local jurisdiction
	Stormwater Regulatory Inspection											
a	C3 - Stormwater Mgmt. Inspection of privately maintained post construction treatment devices											
	Residential	flat	R		new	\$ 209		\$ 209	\$ 209	\$ 209	\$ 209	
	Commercial	flat	C		new	\$ 418		\$ 418	\$ 418	\$ 418	\$ 418	
b	C4 - Stormwater Permit Commercial Inspection	flat	C,R		new	\$ 314		\$ 314	\$ 314	\$ 314	\$ 314	
c	Each Reinspection	flat	C,R		new	\$ 209		\$ 209	\$ 209	\$ 209	\$ 209	
TOTAL ENGINEERING												

- [3] New Fee Item
- Work under the annual permit is limited to minor work & maintenace related work in accordance with CMC§5.08.050.
- [5]

The Town of Colma
 BUILDING DEPARTMENT
 User Fee Study
 PROPOSED FEE SCHEDULE

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
I. PERMIT APPLICATION FEE												
		Per project			\$ 7	\$ 26		\$ 20	\$ 22	\$ 25	\$ 26	
II. BUILDING PERMIT FEES												
	\$1 - \$500	Minimum permit fee	R		\$ 25	\$ 235	x	\$ 50	\$ 50	\$ 50	\$ 50	
	\$ 500.01 to \$ 2,000	Base Cost (For the first \$500)	R		\$ 48	\$ 274	x	\$ 50	\$ 50	\$ 50	\$ 50	
		Each Add'l \$100			n/a	\$ 13		\$ 9.78	\$ 11.09	\$ 12.39	\$ 13.04	
	\$ 2,001 to \$ 25,000.00	Base Cost (For the first \$2,001)	R		\$ 230	\$ 469		\$ 352	\$ 399	\$ 446	\$ 469	
		Each Add'l \$1000			n/a	\$ 22		\$ 16.59	\$ 18.80	\$ 21.01	\$ 22.11	
	\$ 25,001 to \$ 50,000	Base Cost (For the first \$25,001)	C, R		\$ 525	\$ 978		\$ 734	\$ 831	\$ 929	\$ 978	
		Each Add'l \$1000			n/a	\$ 67		\$ 50.47	\$ 57.20	\$ 63.93	\$ 67.29	
	\$ 50,001 to \$ 100,000	Base Cost (For the first \$50,001)	C, R		\$ 832	\$ 2,660		\$ 1,995	\$ 2,261	\$ 2,527	\$ 2,660	
		Each Add'l \$1000			n/a	\$ 6		\$ 4.69	\$ 5.32	\$ 5.95	\$ 6.26	
	\$100,001 to \$500,000	Base Cost (For the first \$100,001)	C		\$ 999	\$ 2,973		\$ 2,230	\$ 2,527	\$ 2,825	\$ 2,973	
		Each Add'l \$1000			\$ 5	\$ 2		\$ 1.76	\$ 2.00	\$ 2.23	\$ 2.35	

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
	\$500,001 to \$1,000,000	Base Cost (For the first \$500,001)	C		\$ 3,086	\$ 3,912		\$ 2,934	\$ 3,326	\$ 3,717	\$ 3,912	
		Each Add'l \$1000			\$ 5	\$ 4		\$ 3.05	\$ 3.46	\$ 3.87	\$ 4.07	
	\$1,000,000 and over	Base Cost (For the first \$1,000,001)	C		\$ 3,086	\$ 5,947		\$ 4,460	\$ 5,055	\$ 5,649	\$ 5,947	
		Each Add'l \$1000			\$ 5	\$ 6		\$ 4.46	\$ 5.05	\$ 5.65	\$ 5.95	
III. BUILDING ADMINISTRATIVE PLAN CHECK FEES		Processing Fee + Actual Cost										
	Town Processing Fee (Valuation):											
	\$1 - \$500	Flat	R		\$ 16	\$ 39		\$ 29	\$ 33	\$ 37	\$ 39	
	\$ 500.01 to \$ 2,000.00	Flat	R		\$ 31	\$ 78		\$ 59	\$ 67	\$ 74	\$ 78	
	\$ 2,000.01 to \$ 25,000.00	Flat	R		\$ 149	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	\$ 25,000.01 to \$ 50,000.00	Flat	C, R		\$ 341	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	\$ 50,000.01 to \$ 100,000.00	Flat	C, R		\$ 540	\$ 313		\$ 235	\$ 266	\$ 297	\$ 313	
	\$100,000.01 to \$500,000.00	Flat	C		\$ 649	\$ 469		\$ 352	\$ 399	\$ 446	\$ 469	
	\$500,000.01 to \$1,000,000.00	Flat	C		\$ 2,006	\$ 548		\$ 411	\$ 466	\$ 520	\$ 548	
	\$1,000,000.01 and over	Flat	C		\$ 2,006	\$ 782		\$ 587	\$ 665	\$ 743	\$ 782	
	Consultant Plan Review	Actual Cost										

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
IV. OTHER PLAN CHECK FEES												
A2	Hourly Rate for Plan Review	First Hour			\$ 75	\$ 274		\$ 205	\$ 233	\$ 260	\$ 274	
		Ea add'l hour			\$ 75	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
A3	Site Plan Review for Accessibility Compliance	First 2 hours			\$ 150	\$ 469		\$ 352	\$ 399	\$ 446	\$ 469	CASp certified, required
		Ea add'l hour			\$ 75	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
A4	Deferred Submittals (i.e.: Truss Roof Plans/ Calculations)	First Hour			\$ 75	\$ 274		\$ 205	\$ 233	\$ 260	\$ 274	
		Ea add'l hour			\$ 75	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
A5	Plan Revisions (after permit issued 2 hr. minimum charge)	First 2 hours			\$ 150	\$ 430		\$ 323	\$ 366	\$ 409	\$ 430	
		Ea add'l hour			\$ 75	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
A6	Repetitive/Excessive Plan Check 2 hr. minimum charge	First 2 hours			\$ 150	\$ 469		\$ 352	\$ 399	\$ 446	\$ 469	
		Ea add'l hour			\$ 75	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
V. MISCELLANEOUS & FLAT FEE PERMITS												
B1	Re-Roofing- Single Family Residence	Per project			\$ 93	\$ 469	x	\$ 150	\$ 150	\$ 150	\$ 150	
B4	Demolition Permit - per single structure (does not include C&D Deposit)	Per project			\$ 111	\$ 469		\$ 352	\$ 399	\$ 446	\$ 469	
B5	Temporary Office Trailers or Storage Units at Construction Site	Per Trailer or Storage Unit			\$ 45	\$ 274		\$ 205	\$ 233	\$ 260	\$ 274	
B6	Commercial Coaches, Portable/Re-locatable Structures, Trailers and Manufactured Homes (not including Plan Review)	Per project			\$ 250	\$ 274		\$ 205	\$ 233	\$ 260	\$ 274	
B7	Sign Re-face - per cabinet, no electrical work	Per project			\$ 163	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
B8	Sign - new cabinet, including electrical circuit (does not include structural support/review)	Per project	C		\$ 163	\$ 469		\$ 352	\$ 399	\$ 446	\$ 469	

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
B9	Windows - residential, direct replacement, no structural alterations required, for purpose of verifying Energy Code Compliance	Per project	C, R		\$ 175	\$ 313	x	\$ 250	\$ 250	\$ 250	\$ 250	
B10	Change of Use Inspection	Per project	C		\$ 90	\$ 313		\$ 235	\$ 266	\$ 297	\$ 313	
	additional fees for plan check per hour	see section IV			n/a	\$ 39		\$ 29	\$ 33	\$ 37	\$ 39	
B11	Solar: PVSystems Residential - see GC 66015 (a) 1	Per project	R		\$ 254	\$ 626		\$ 469	\$ 532	\$ 595	\$ 626	
B12	Solar: PVSystems- includes Plan Review Fee Commercial - see GC 66015 (b) 1											
	0 - 50 kW size system	Per project	C		\$ 254	\$ 469		\$ 352	\$ 399	\$ 446	\$ 469	
	51KW to 250kW	Per project	C		\$ 254	\$ 509		\$ 381	\$ 432	\$ 483	\$ 509	
	Over 250 kW	Per project	C		\$ 254	\$ 782		\$ 587	\$ 665	\$ 743	\$ 782	

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
VI. ADDITIONAL INSPECTION SERVICES												
C1	Inspections outside of normal business hour (2hr. minimum paid at time of request)	First 2 hours			\$ 180	\$ 469		\$ 352	\$ 399	\$ 446	\$ 469	
		Ea add'l hour			\$ 90	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
C2	Requested Inspection - prior to permit issuance (at Building Official's discretion)	First Hour			\$ 45	\$ 274		\$ 205	\$ 233	\$ 260	\$ 274	
		Ea add'l hour			\$ 45	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
C3	Re-inspection Fees(at Building Official's discretion)	First Hour			\$ 45	\$ 235		\$ 176	\$ 200	\$ 223	\$ 235	
	<i>Charged separately: Inspection by California Access Specialist (CASp) 2 hr. minimum charge</i>											
		Ea add'l 1/2 hour			\$ 45	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
VII. OTHER PROVISIONS												
D1	Filing Appeals											
	Appeal of Building Official's Decision	Hourly with minimum deposit of \$ 500			\$500 deposit	n/a						
	Housing Advisory and Appeals Board	Hourly with minimum deposit of \$ 500			\$500 deposit	n/a						
D2	Building Code Research and Written Interpretation	Per hour			\$ 45	n/a						
D3	Application for Alternate Materials and Methods	Per Hour			\$ 45	n/a						
D4	Permit File Research- Staff Time	Per hour			\$ 45	n/a						
D5	Permit Refund - No Work Performed	Per project			n/a	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	Partial Work Performed	Per project			n/a	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
D6	SMIP FEES (Strong Motion Instrument Program)	Per project			set by State	n/a						No Change. Not included in fee stu

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
D7	SB1473jBSASRA Fees (Green Building Fund)	Per project			set by State	n/a						No Change. Not included in fee stu
VIII. ELECTRICAL PERMIT FEES												
E1	Application Fee - Electrical	Per project			\$ 7	\$ 78		\$ 59	\$ 67	\$ 74	\$ 78	
E2	Plan Review, When Required, Miniumum 1 hour	hourly			n/a	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
PER UNIT FEE SCHEDULE:												
E3	Temporary Power Pole	Per project			\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
E4	New Circuits - Based on Number of Circuits (includes switches & receptacles											
	Up to 10 Circuits	First circuit			\$ 23	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	Each Additional 10 Circuits	Per circuit			\$ 6	\$ 39		\$ 29	\$ 33	\$ 37	\$ 39	
E5	For the Installation, Alteration, or Relocation of Each Electrical Service:											
	600 VOLTS OR LESS											
	First 200 Ampere Capacity with One Meter Socket/Base	Each			\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	Each Additional 100 Ampere Capacity or Fraction Thereof	Each			\$ 7	\$ 39		\$ 29	\$ 33	\$ 37	\$ 39	
	Each Additional Meter Socket/Base	Each			\$ 2	\$ 39		\$ 29	\$ 33	\$ 37	\$ 39	

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
	OVER 600 VOLTS											
	First 200 KVA Capacity w/One Meter Socket/Base	Each			\$ 48	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	Each Additional 100 KVA Capacity	Each			\$ 25	\$ 78		\$ 59	\$ 67	\$ 74	\$ 78	
E6	For the Installation or Replacement of Each Motor (when not an integral part of a electrical appliance, fan, heating or cooling unit) Heater, Welding Machine, Kiln or Transformer.	Each			\$ 48	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
B13	Portable Electrical Generator - Temporary Use	Per project			\$ 25	\$ 78		\$ 59	\$ 67	\$ 74	\$ 78	
E7	For the Installation of Each stationary Generator	Each	C		\$ 24	\$ 313		\$ 235	\$ 266	\$ 297	\$ 313	
E8	For the Installation, Relocation, or Replacement of Each Fixed or Stationary Electrical Appliance, Including All Necessary Circuits, Receptacles and Switches (not listed above):											
	Residential-Type Appliance (wall-mounted electric ovens, counter-mounted cook tops, self-contained room, console, or through-wall type air conditioners, zone heaters and similar types of residential appliances.)	Each			\$ 12	\$ 156	x	\$ 80	\$ 80	\$ 80	\$ 80	
	Commercial-Type Appliances (non-residential appliances not exceeding one horsepower (HP) or Kilowatt (KW) in rating and including, but not limited to medical or dental equipment, food, beverage and ice cream cabinets, install-hot water heaters, drinking fountains, laundry machines and similar equipment.)	Each			\$ 12	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	IX. PLUMBING PERMIT FEES											
P1	Application Fee - Plumbing	Per project			\$ 7	\$ 78		\$ 59	\$ 67	\$ 74	\$ 78	
P2	Plan Review, When Required, Minimum 1 hour	hourly			n/a	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	PER UNIT FEE SCHEDULE											
P3	For the Repair or Replacement of each											

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
	Waterline, Sewer Line or Drainage/Vent Piping System (or as determined by the Building Official)	Each			\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	Refrigerant Piping System	Each			\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
P4	For the Replacement of the Water Piping System within a Single Family Dwelling	Each			\$ 14	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
B2	Water Heater - Single Family Residence (,60 gallon capacity)	Per project			\$ 36	\$ 156	x	\$ 36	\$ 36	\$ 36	\$ 36	
P5	For the Replacement of a Water Heater or Water Storage Tank (>60 gallons)	Each	C, R		\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
P6	For the Installation of a Tank-less water Heater Gas-fired (includes gas line & exhaust vent)	Each			\$ 25	\$ 156	x	\$ 80	\$ 80	\$ 80	\$ 80	
P7	For Each Installation or Alteration of a Gas Piping System											
	From Meter to First 5 Outlets	Each	C, R		\$ 14	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	Each Additional 5 Outlets	Each	C, R		\$ 3	\$ 39		\$ 29	\$ 33	\$ 37	\$ 39	
P8	For the installation, relocation or replacement of each Plumbing Fixture or trap. (includes all necessary water, drainage or vent piping.)	Each			\$ 12	\$ 235		\$ 176	\$ 200	\$ 223	\$ 235	
P9	For the Installation of Each Lawn Sprinkler/Irrigation System	Each			\$ 12	\$ 156	x	\$ 80	\$ 80	\$ 80	\$ 80	
P10	For the Installation of Each Interior Water Feature	Each			\$ 25	\$ 156	x	\$ 80	\$ 80	\$ 80	\$ 80	
P11	For the Installation of Each New Domestic Water or Sewer Service	Each			\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
P12	For the Installation of Each Storm Drainage or On-Site Retention System (Does not include review by Town's Engineering Department)	Each			\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
X. MECHANICAL PERMIT FEES												

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
M1	Application Fee - Mechanical	Per project			\$ 7	\$ 78		\$ 59	\$ 67	\$ 74	\$ 78	
M2	Plan Review, When Required, Minimum 1 hour	hourly			n/a.	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
PER UNIT FEE SCHEDULE												
B3	Furnace Replacement- Single Family Residence (< 100K Btu and < 40 lineal feet of new duct)	Per project			\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
M3	For the installation, relocation or replacement of each Commercial Heating, Cooling Refrigeration Appliance. (includes all necessary electrical circuits, fixtures, switches receptacles, gas piping, vents or water piping.)											
	0 to 1,000,000 Btu	Each			\$ 59	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
M4	For the Installation, relocation or replacement of each Boiler. (Includes all necessary electrical circuits, receptacles, switches, gas piping and vents - but does not include motors identified in E6 of the schedule)											
	0 to 1,000,000 Btu	Each			\$ 59	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
M5	For the installation, relocation or replacement of Other Fuel Burning Appliances not listed in this schedule. (includes all necessary gas piping, vents, electrical circuits receptacles and switches.) Residential Appliances (excluding Residential Furnace) Replacement											
	Commercial Appliance											
	0 to 1,000,000 Btu	Each			\$ 59	\$ 235		\$ 176	\$ 200	\$ 223	\$ 235	
M6	For the installation, relocation or replacement of Fans, exhaust fans, or make-up air units connected to a duct system.											
	0 to 500 cfm	Each			\$ 48	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	501 to 5,000 cfm	Each			\$ 82	\$ 196		\$ 147	\$ 166	\$ 186	\$ 196	
	5,001cfm and Over	Each			\$ 117	\$ 235		\$ 176	\$ 200	\$ 223	\$ 235	

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
M7	For the installation, relocation or replacement of each or Air Handler Unit, Heating or Cooling Coil or Element in a duct system. (includes all necessary electrical circuits, receptacles or switches and piping for cooling media.)											
	0 to 400,000 Btu	Each			\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	401,000 Btu and Over	Each			\$ 25	\$ 235		\$ 176	\$ 200	\$ 223	\$ 235	
M8	For the installation, relocation or replacement of each Radiant Heating Panel Radiator or Convertor (including all necessary piping)											
	1 to 5 Devices	Flat			\$ 25	\$ 156		\$ 117	\$ 133	\$ 149	\$ 156	
	Each Additional 5 Devices (prorated)	Each			\$ 3	\$ 235	x	\$ 156	\$ 156	\$ 156	\$ 156	
M9	For the installation, relocation or replacement of each Type I and Type II Commercial Range Hood and Exhaust Duct connected thereto. (includes shaft, electrical circuits receptacles, switches, exhaust fan motor and plan review)	Each	C		\$ 59	\$ 235		\$ 176	\$ 200	\$ 223	\$ 235	
M10	For the installation, relocation or replacement of each Masonry or Concrete Chimney. (includes plan review)	Each			\$ 59	\$ 235		\$ 176	\$ 200	\$ 223	\$ 235	
M11	For the installation, relocation or replacement of each factory-built fireplace (including factory-built chimney, framing, electrical circuits, receptacles, switches an gas line.)	Each			\$ 59	\$ 235		\$ 176	\$ 200	\$ 223	\$ 235	
XI. COPYING, PRINTING AND ARCHIVES		[x]										
X1	Photocopying of public documents:											
	8.5" x 14" paper or smaller	Per sheet			\$ 0			\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	No Change. Not included in Fee Study
	11" x 17" paper	Per sheet			\$ 0			\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	No Change. Not included in Fee Study
	Larger formats - outside vendor	Per sheet			Actual Cost + 10%			Actual Cost + 10%	Actual Cost + 10%	Actual Cost + 10%	Actual Cost + 10%	No Change. Not included in Fee Study
X2	Printing of Electronic Medium											

Fee No.	Fee Description	Fee Type/Unit	Typical use	Notes	Current Fee	Cost of Service Per Activity	Fee Reduction due to Compliance Issue	Recovery Target	Recovery Target	Recovery Target	Recovery Target	Notes
								75%	85%	95%	100%	
	8.5" x 14" paper or smaller	Per sheet			\$ 0			\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	No Change. Not included in Fee Study
	11" x 17" paper	Per sheet			\$ 0			\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	No Change. Not included in Fee Study
	Plan Sheet - Full Size	Per sheet			\$5.00 Plus \$20.00 per hour			\$5.00 Plus \$20.00 per hour	\$5.00 Plus \$20.00 per hour	\$5.00 Plus \$20.00 per hour	\$5.00 Plus \$20.00 per hour	No Change. Not included in Fee Study
X3	Microfilming/Digital Scanning- Permit Archiving											
	8.5" x 14" paper or smaller	Per sheet			\$ 0			\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	No Change. Not included in Fee Study
	11" x 17" paper	Per sheet			\$ 0			\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07	No Change. Not included in Fee Study
	Plan Sheet - Full Size	Per sheet			\$5.00 Plus \$20.00 per hour			\$5.00 Plus \$20.00 per hour	\$5.00 Plus \$20.00 per hour	\$5.00 Plus \$20.00 per hour	\$5.00 Plus \$20.00 per hour	No Change. Not included in Fee Study
X4	Plan Submittal in Electronic Format - generating hard copies for Permit Issuance											
	8.5" x 14" paper or smaller	Per sheet			\$ 0			\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	No Change. Not included in Fee Study
	11" x 17" paper	Per sheet			\$ 0			\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07	No Change. Not included in Fee Study
	Plan Sheet - Full Size	Per sheet			\$5.00 Plus \$20.00 per hour			\$5.00 Plus \$20.00 per hour	\$5.00 Plus \$20.00 per hour	\$5.00 Plus \$20.00 per hour	\$5.00 Plus \$20.00 per hour	No Change. Not included in Fee Study
TOTAL BUILDING												

Notes

Note Current fee amount may differ from adopted fee schedule due to changes in fee structure as a result of this Study

[1]

Building Plan Check Fees require a Town Processing Fee plus the Actual Costs of Consultant review

[2]

CHAPTER ONE. ORGANIZATION, FUNCTIONS AND GENERAL PROVISIONS

Subchapter Six: Minor Home Repair Grant Program

1.06.010 Scope.

a. The Town of Colma Minor Housing Repair Grant Program has been developed in response to the need for the conservation of affordable housing, especially in the older and basically-sound residential neighborhoods of the Town. It is the intention of this program to provide grants for repairs to substandard homes for very low, low and moderate-income families within the city limits.

b. The goals of the Grant Program are to:

- i. Improve and preserve the community's supply of Very Low, Low and Below Median Income Housing available at affordable housing costs; and
- ii. Offer options to property owners for improving their property within their means.

1.06.020 Grants.

The Town shall pay up to \$1,000 per dwelling to each eligible applicant for eligible work performed under these Guidelines. The grant does not have to be re-paid to the Town if it is used in the manner authorized.

1.06.030 Eligible Households.

The applicant must have lived in the Town of Colma continuously for at least 90 days prior to the date of the application to the completion of the work, the applicant must own the property upon which the work of improvement will be performed, and the current, adjusted gross income of the household must be less than the current income level for median income households in the County of San Mateo.

1.06.040 Eligible Properties.

The dwelling must be located within the city limits of the Town of Colma, the area must be zoned for residential use, and the dwelling must be owner-occupied.

1.06.050 Eligible Work.

The following types of work are eligible for grant funding:

- a. Exterior work that will better the neighborhood and which may be installed without a building permit, such as exterior painting; landscaping of the front yard; and installation or repair of fences, walkways, driveways, and retaining walls less than 4'high;
- b. Repairs or rehabilitation that will conserve energy or other natural resources, such as installation or replacement of:
 - i. Ceiling or wall insulation, warped or inoperative windows, dual pane windows, and weatherproofing around doors and windows;
 - ii. Energy-efficient, installed appliances;
- c. Betterment of the essential elements of a dwelling unit, such as:
 - i. New roofs and gutters;
 - ii. Kitchens or bathrooms; and
 - iii. Interior painting;
- d. Providing handicap access to the dwelling;
- e. Removal or mitigation of health and safety hazards, such as:
 - i. Installation of fire walls between *de facto* dwelling units;

- ii. Structural repair or replacement, such as foundation or termite work;
- iii. Repair or replacement of walkways or porches that present a "trip and fall" hazard;
- iv. Drainage work;
- v. Sewer work; and
- vi. Replacement of unsafe security bars and gates.

1.06.060 Retroactive Date.

An improvement shall be eligible for a grant if construction of the work began on or after September 13, 2002.

1.06.070 Full or Part Payment.

Grants may be used to pay all or any part of any eligible work.

1.06.080 Process.

- a. The City Manager shall designate a Housing Coordinator who shall be responsible for processing applications and coordinating all other staff responsibilities in connection with the Minor Housing Grant program. The City Manager shall be and hereby is authorized to establish rules and regulations reasonably necessary to implement the Minor Housing Repair Grant Program, and is authorized to expend funds to implement the program, provided that the expenditures of funds are within the budget set by the City Council.
- b. All grant payments shall be made directly to the contractor performing the work or the vendor furnishing the materials for the home repairs. The homeowner shall be responsible for all costs and expenses over and above the grant awarded by the Town.