



**AGENDA
REGULAR MEETING
CITY COUNCIL OF THE TOWN OF COLMA
Wednesday, November 13, 2019
7:00 PM**

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

PRESENTATION

- Proclamation in honor of United Against Hate
- Halloween House Decorating Contest Winners
- Annual Employee Recognition

PUBLIC COMMENTS

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

CONSENT CALENDAR

1. Motion to Accept the Minutes from the October 23, 2019 Regular Meeting.
2. Motion to Accept the Report of Checks Paid for October 2019.
3. Motion to Adopt a Resolution Appointing Laura Walsh to the Board of Trustees of the San Mateo County Mosquito and Vector Control District.
4. Motion to Adopt a Resolution Approving Third Amendment to the Bulk Cable Television Services Agreement with Comcast to Extend the Agreement for Five Years.

NEW BUSINESS

5. REPUBLIC SERVICES WASTE HAULING FRANCHISE AGREEMENT AMENDMENT

Consider: Motion to Adopt a Resolution Approving First Amendment to Allied Waste Services of North American, LLC (DBA Republic Services of Daly City) Franchise Agreement.

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.

Reasonable Accommodation

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

**MINUTES
REGULAR MEETING**

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

Wednesday, October 23, 2019

6:00 PM – CLOSED SESSION

7:00 PM – REGULAR SESSION

CLOSED SESSION – 6:00 PM

1. **In Closed Session Under Government Code § 54956.9(d)(2), CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Number of Cases: 1

CALL TO ORDER

Mayor Joanne F. del Rosario called the meeting to order at 7:07 p.m.

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

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

REPORT FROM CLOSED SESSION

The Mayor announced that no action was taken at tonight’s closed session.

ADOPTION OF THE AGENDA

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

Action: Council Member Gonzalez moved to adopt the agenda; 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 Fisicaro	✓				
Raquel Gonzalez	✓				
	5	0			

PUBLIC COMMENTS

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

CONSENT CALENDAR

- 2. Motion to Accept the Minutes from the October 9, 2019 Regular Meeting.
- 3. Motion to Adopt an Ordinance Repealing Section 5.03.390 and Adding Chapter 5.20 to the Town of Colma Municipal Code, Imposing Regulations on Mobile Stores and Determining Such Action to be Categorically Exempt from Environmental Review Pursuant to CEQA Guidelines 15378(a) and 15061(b)(3) (second reading).

Action: Council Member Colvin moved to approve the Consent Calendar items #2 and #3; the motion was seconded by Council Member Gonzalez and carried by the following vote:

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

PUBLIC HEARING

4. ADDITIONS AND AMENDMENT TO THE COLMA PARKING CODE

Public Works Director Brad Donohue presented the staff report. Mayor del Rosario opened the public hearing at 7:09 p.m. and seeing no one come forward to speak, she closed the public heading. Council discussion followed.

Action: Council Member Fisicaro moved to Adopt a Resolution Amending Sections 3.4, 5.3, and 5.6 of the Colma Parking Code, Relating to the Stopping, Standing or Parking of Vehicles within the Town of Colma; the motion was seconded by Vice Mayor Goodwin 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 Fisicaro	✓				
Raquel Gonzalez	✓				
	5	0			

STUDY SESSION

5. EL CAMINO BICYCLE AND PEDESTRIAN IMPROVEMENT PLAN ROLLOUT

Director of Public Works Brad Donohue presented the staff report. Mayor del Rosario opened the public hearing at 7:29 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

This item was for discussion only; no action was taken.

COUNCIL CALENDARING

The next Regular Council Meeting will be on Wednesday, November 13, 2019 at 7:00pm at Town Hall.

REPORTS

Helen Fiscaro

Daly City Food Pantry Take My Hand Dinner, 10/18/19

John Goodwin

Daly City Food Pantry Take My Hand Dinner, 10/18/19

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

- C/CAG decided not to form a subregion, so Colma will continue to receive it's own housing allocation, rather than negotiate along with other San Mateo County jurisdictions.
- There will be a Special Meeting on November 8, 2019 at 11:30 am at Veterans Village.

ADJOURNMENT

- Mayor del Rosario adjourned the meeting at 7:46 p.m. in memory of Richard Brewer, Colma Resident; Adela Martinez, aunt of Council Member Fiscaro; and Aaron Vang, nephew of Administrative Technician Lia Vang.

Respectfully submitted,

Caitlin Corley
City Clerk



Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50593	10/1/2019	00071	07/26/19-08/30/1	9/20/2019	CSG	172,393.71	172,393.71
50594	10/1/2019	00117	DELTA DENTAL OF CALIFORN	10/1/2019	DENTAL INSURANCE	12,797.60	12,797.60
50595	10/1/2019	00254	METRO MOBILE COMMUNICA	10/1/2019	MAINTENANCE CONTRACT	602.00	602.00
50596	10/1/2019	00364	SMC SHERIFF'S OFFICE	8/31/2019	LAB FEES	910.90	910.90
50597	10/1/2019	00432	VISION SERVICE PLAN	9/19/2019	VISION SERVICE PLAN	1,132.12	1,132.12
50598	10/1/2019	01030	STEPFORD, INC.	9/16/2019	SOPHOS FIREWALL RENEWA	6,332.13	6,332.13
50599	10/1/2019	01036	MANAGED HEALTH NETWORK	9/16/2019	EMPLOYEE ASSISTANCE PRG	99.20	99.20
50600	10/1/2019	01107	THE ONE HUNDRED CLUB OF	10/1/2019	K. STRATTON 11.07.19 FOUNI	65.00	65.00
50601	10/1/2019	01183	BEST BEST & KRIEGER LLP	9/23/2019	CITY ATTORNEY BASIC SERV	19,489.32	19,489.32
			859345	9/23/2019	TELECOMMUNICATIONS	2,690.44	2,690.44
			859344	9/23/2019	CITY ATTORNEY SPECIAL SE	556.20	556.20
50602	10/1/2019	01184	PENINSULA UNIFORMS & EQ	8/31/2019	UNIFORMS	509.97	509.97
50603	10/1/2019	01653	KAISER FOUNDATION HEALTH	9/9/2019	HEALTH & SAFETY SERVICES	40.00	40.00
50604	10/1/2019	02149	HDL COREN & CONE	9/13/2019	2018-19 CAFR STATISTICAL R	645.00	645.00
50605	10/1/2019	02224	STANDARD INSURANCE COM	9/16/2019	LIFE INSURANCE	220.00	220.00
50606	10/1/2019	02637	Z.A.P. MANUFACTURING INC.	9/20/2019	CUSTOM SIGN: 12X18 NOR P.	548.01	548.01
50607	10/1/2019	02643	ENVIRONMENTAL SYSTEMS	9/20/2019	10 ARCGIS DESKTOP STAND.	1,500.00	1,500.00
50608	10/1/2019	02788	LUNA-SEVILLA, MARGARET-R	9/23/2019	ZUMBA TONING CLASSES	350.00	350.00
			31	9/23/2019	ZUMBA CLASSES	300.00	300.00
50609	10/1/2019	02970	PRODUCTIVE PRINTING & GR	9/24/2019	1,000 COLMA PD RECEIPTS N	486.16	486.16
50610	10/1/2019	02993	MOSQUEDA VELEZ, VANESSA	9/26/2019	YOGA FOR SENIORS	720.00	720.00
			1	9/18/2019	11.02.2019 DIA DE LOS MUER	300.00	300.00
50611	10/1/2019	03015	U.S. BANK CORPORATE PMT	9/23/2019	CREDIT CARD PURCHASE	2,387.31	2,387.31
			09/23/19 Velasq	9/23/2019	CREDIT CARD PURCHASE	1,397.76	1,397.76
			09/23/19 Gogan	9/23/2019	CREDIT CARD PURCHASE	1,111.33	1,111.33
			09/23/19 Pfofent	9/23/2019	CREDIT CARD PURCHASE	786.13	786.13
			09/23/19 Dossey	9/23/2019	CREDIT CARD PURCHASE	487.52	487.52
			09/23/19 Corley	9/23/2019	CREDIT CARD PURCHASE	182.14	182.14
			09/23/19 Stratfor	9/23/2019	CREDIT CARD PURCHASE	100.00	100.00
50612	10/1/2019	03224	DECORATIVE PLANT SERVICE	10/1/2019	2019 Maintenance Guarantee,	157.31	6,452.19
50613	10/1/2019	03268	ESQUIVIAS, DAISY	9/26/2019	09.19.19 TRAINING LUNCH R	11.95	157.31
0012019	10/1/2019	00282	CALIFORNIA PUBLIC EMPLOY	9/16/2019	MEDICAL INSURANCE	5,085.46	11.95
			10000001580701	9/16/2019	MEDICAL INSURANCE	5,085.46	5,085.46

Sub total for TRI COUNTIES BANK: 234,394.67

22 checks in this report.

Grand Total All Checks: 234,394.67

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50614	10/1/2019	00004	000013618942	9/13/2019	C3-A/B-12-10-TS-01	1,615.72	1,615.72
50615	10/1/2019	00051	CALIFORNIA WATER SERVICE6544607057	9/17/2019	6544607057 SW CORNER HIL	789.71	789.71
50616	10/1/2019	00099	D.C. LOCK & SECURITY SERV77769	8/13/2019	3 INDICATORS, 5 MERTISE C'	1,743.28	1,743.28
			78098	8/23/2019	5 CYLINDER PLATES & SCRE	259.84	2,003.12
50617	10/1/2019	00307	PACIFIC GAS & ELECTRIC	9/20/2019	PG&E	2,191.31	2,191.31
50618	10/1/2019	01037	COMCAST CABLE	09/27-10/26 XFII	8155 20 022 0002770 1520 HIL	10.94	10.94
50619	10/1/2019	02935	EMCOR SERVICES-MESA ENE013518528	9/16/2019	FURNACE REPAIR, DISASSEI	1,349.00	1,349.00
			013518527	9/16/2019	CLEARED MAIN CONDENSAT	721.00	2,070.00
50620	10/1/2019	03015	U.S. BANK CORPORATE PMT	09/23/19 Abellan	CREDIT CARD PURCHASE	4,768.65	
				09/23/19 Lum	CREDIT CARD PURCHASE	1,629.50	
				09/23/19 Navarr	CREDIT CARD PURCHASE	1,505.37	
				09/23/19 Vang	CREDIT CARD PURCHASE	660.57	
				09/23/19 De Leo	CREDIT CARD PURCHASE	331.13	
				09/23/19 Gotelli	CREDIT CARD PURCHASE	290.94	
50621	10/1/2019	03061	NORTH BAY PETROLEUM	9/15/2019	PW GAS PURCHASES 1-15	152.55	9,186.16
50622	10/1/2019	03281	GACHINA LANDSCAPE MANAF171671	9/9/2019	IRRIGATION INSPECTION & S	2,315.76	152.55
50623	10/1/2019	03292	ALLIED 100, LLC, DBAAED SU1492147	9/14/2019	PEDIATRIC DEFIBRILLATION	322.99	2,315.76
						20,658.26	322.99
					Sub total for TRI COUNTIES BANK:		20,658.26

10 checks in this report.

Grand Total All Checks: 20,658.26

10/08/2019 11:25:58AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
50624	10/8/2019	00003	8013	9/20/2019	INSTALLED NEW GFCL RECEI	395.00	395.00	
50625	10/8/2019	00181	22732	10/1/2019	LABOR RELATIONS CONSUL-	1,469.00	1,469.00	
50626	10/8/2019	00256	Sept 23-26, 2019	10/3/2019	SEPT 23-26, 2019 MEAL REIM	28.80	28.80	
50627	10/8/2019	00280	383899168001	9/30/2019	OFFICE SUPPLIES	228.10	228.10	
50628	10/8/2019	00307	09/25/2019	9/25/2019	PG&E	2,003.82	2,003.82	
50629	10/8/2019	00311	3103413898	9/20/2019	#0012828896 POSTAGE METE	898.83	898.83	
50630	10/8/2019	00411	31068	9/30/2019	CITATION PROCESSING	319.11	319.11	
50631	10/8/2019	00500	SMC CONTROLLERS OFFICE	10/2/2019	ALLOCATION OF PARKING PE	2,005.70	2,005.70	
50632	10/8/2019	00575	C.A.P.E.	10/2/2019	MEMBERSHIP RENEWAL TO	50.00	50.00	
50633	10/8/2019	01030	STEPFORD, INC.	9/20/2019	MONTHLY SERVICE CONTRA	5,622.00		
				9/20/2019	PD NEW COMPUTERS PROJI	2,092.50		
				9/20/2019	HOURS IN EXCESS OF CONT	1,782.50		
				9/20/2019	TOWN HALL NEW COMPUTE	1,550.00		
				9/30/2019	UNIFORMS	2,073.94	11,047.00	
50634	10/8/2019	01184	PENINSULA UNIFORMS & EQ	9/30/2019	SECTION 125 PARTICIPANT 8	90.00	90.00	
50635	10/8/2019	01340	NAVIA BENEFIT SOLUTIONS	9/30/2019	COP PAYMENT	89,405.39	89,405.39	
50636	10/8/2019	01355	THE BANK OF NEW YORK ME	10/2/2019	COP FEES	1,250.00	1,250.00	
50637	10/8/2019	01355	THE BANK OF NEW YORK ME	252-2231939	9/24/2019	CELL PHONE SERVICE	1,508.46	1,508.46
50638	10/8/2019	01370	VERIZON WIRELESS SERVICE	9/15/2019	9/15/2019	AUDIT SERVICES	1,015.00	1,015.00
50639	10/8/2019	01629	R. J. RICCIARDI INC., CPAS	11412	9/30/2019	TAE KWON DO	700.00	700.00
50640	10/8/2019	02144	DOMINIC A. DE LUCCA DBA	Sept 2019	10/1/2019	AUGUST 2019 COLMA MISSIC	27,200.41	27,200.41
50641	10/8/2019	02392	MIG	0060664	9/20/2019	ADMIN COPY MACHINE RENT	1,368.87	1,368.87
50642	10/8/2019	02499	GE CAPITAL INFORMATION	102676241	9/13/2019	FIRST CHANCE PROGRAM	3,180.61	3,180.61
50643	10/8/2019	02566	STARVISTA	4975	8/31/2019	COOKING CLASSES	800.00	800.00
50644	10/8/2019	02623	BLOEBAUM, CYNTHIA	October 2, 2019	10/4/2019	OIL & FILTER CHANGE	61.45	61.45
50645	10/8/2019	02793	DITO'S MOTORS	20912	9/30/2019	OPEB CONTRIBUTION	134,115.00	134,115.00
50646	10/8/2019	02849	U.S. BANK PARS ACCOUNT, 6	October 2019 Of	10/7/2019	09.26.19 DEPOSIT REFUND	150.00	150.00
50647	10/8/2019	02865	BONDOC, JESSIE	2001693.003	9/26/2019	09.26.19 DEPOSIT REFUND	50.00	200.00
				2001694.003	9/26/2019	02.01.16 DEPOSIT REFUND R	150.00	150.00
50648	10/8/2019	02910	RUBIN, MICHAEL	2000380.003	2/1/2016	RETENTION RELEASE TOWN	542,024.54	542,024.54
50649	10/8/2019	03110	BHM CONSTRUCTION, INC.	18	10/8/2019	TOWN HALL BUILDING INFILL	29.99	29.99
				18	9/18/2019	ANNUAL MAINTENANCE, TP-I	2,694.00	2,694.00
50650	10/8/2019	03205	IDEMIA IDENTITY & SECURITY	124134	10/1/2019	SUPPLES	107.38	107.38
50651	10/8/2019	03208	AAA BUSINESS SUPPLIES &	IN2102200-0	9/30/2019			

(Continued)

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50652	10/8/2019	03262	132837-5	9/20/2019	BIKE PEDESTRIAN IMPROVE	8,404.10	
			131787-4	8/9/2019	BIKE PEDESTRIAN IMPROVE	7,652.55	16,056.65
50653	10/8/2019	03267	192545085	9/27/2019	ETHERNET ACCESS	674.58	674.58
50654	10/8/2019	03301	NINYO & MOORE GEOTECHN	9/27/2019	JULY 23-AUG 30, 2019 MISSIC	8,878.50	8,878.50
50655	10/8/2019	03302	HUAYLLAPUMA, CARLOS	10/6/2019	SEPT 25-OCT 4, 2019 MILEAG	403.68	403.68

Sub total for TRI COUNTIES BANK: 852,433.81

32 checks in this report.

Grand Total All Checks:

852,433.81

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50656	10/11/2019	01340	10112019 B FSA	10/11/2019	FLEX 125 PLAN: PAYMENT	608.84	608.84
50657	10/11/2019	01375	10112019 B defc	10/11/2019	NATIONWIDE: PAYMENT	4,700.00	
			10112019 M defc	10/11/2019	NATIONWIDE: PAYMENT	950.00	5,650.00
50658	10/11/2019	02377	10112019 B wg	10/11/2019	WAGE GARNISHMENT: PAYM	871.38	871.38
94043	10/11/2019	00521	10112019 M -Fet	10/11/2019	FEDERAL TAX: PAYMENT	911.88	911.88
94044	10/11/2019	01360	10112019 M ICV	10/11/2019	ICMA CONTRIBUTION: PAYME	464.42	464.42
94045	10/11/2019	00631	10112019 M Per	10/11/2019	PERS MISC NON-TAX: PAYME	660.21	660.21
94046	10/11/2019	00282	10112019 M Hee	10/11/2019	ANTHEM TRADITIONAL: PAYM	7,348.84	7,348.84
94047	10/11/2019	00130	10112019 B -ED	10/11/2019	CALIFORNIA STATE TAX: PAY	10,887.74	10,887.74
94048	10/11/2019	00521	10112019 B&M	10/11/2019	FEDERAL TAX: PAYMENT	46,059.12	46,059.12
94049	10/11/2019	00282	10112019 B heal	10/11/2019	ANTHEM TRADITIONAL: PAYM	63,163.41	63,163.41
94050	10/11/2019	00631	10112019 B PEF	10/11/2019	PERS - BUYBACK: PAYMENT	43,040.69	43,040.69
94051	10/11/2019	01360	10112019 B ICM	10/11/2019	ICMA CONTRIBUTION: PAYME	4,964.41	4,964.41
94052	10/11/2019	00068	10112019 B - po	10/11/2019	COLMA PEACE OFFICERS: P/	600.21	600.21
Sub total for TRI COUNTIES BANK:						185,231.15	

13 checks in this report.

Grand Total All Checks:

185,231.15

Final Check List
Town of Colma

apChkLst
10/15/2019 10:35:29AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50659	10/15/2019	00013	Sept 2019	9/30/2019	TIRE SERVICE	79.38	79.38
50660	10/15/2019	00051	09/26/2019	9/26/2019	WATER BILL	7,301.03	7,301.03
50661	10/15/2019	00057	Sept 2019	9/30/2019	OUTSIDE & INSIDE MATS AT-	302.44	302.44
50662	10/15/2019	00174	Sept 4 - 25, 2019	9/29/2019	PW SUPPLY PURCHASES	1,862.18	1,862.18
50663	10/15/2019	00211	Sept 2019	9/30/2019	PAINT AND SUPPLIES	70.54	70.54
50664	10/15/2019	00213	10/08/19 Reimbu	10/08/19	8-BALL ASSOCIATIOI	30.00	30.00
50665	10/15/2019	00307	9248309814-8	9/25/2019	9248309814-8 601 F ST.	463.20	463.20
50666	10/15/2019	00388	0567147369-1	10/1/2019	0567147369-1 JSB S/O SERR	171.99	171.99
50667	10/15/2019	00414	1341937	10/3/2019	MONTHLY MONITORING	1,109.81	1,109.81
50668	10/15/2019	00623	TERMINEX INTERNATIONAL L390193440	10/10/2019	PEST CONTROL	209.00	209.00
50669	10/15/2019	00786	390193441	10/10/2019	601 F St.	66.00	66.00
50670	10/15/2019	00807	Sept 2019	9/30/2019	UNIFORM SERVICE	540.00	540.00
50671	10/15/2019	00830	2001709.003	10/10/2019	10.10.19 DEPOSIT REFUND	350.00	350.00
50672	10/15/2019	01030	2001708.003	10/10/2019	10.10.19 DEPOSIT REFUND	300.00	300.00
50673	10/15/2019	01037	2001704.003	10/9/2019	10.09.19 DEPOSIT REFUND	50.00	50.00
			1625756938	9/25/2019	OFFICE SUPPLIES	332.56	332.56
			1901876	9/20/2019	RECREATION NEW COMPUTI	465.00	465.00
			October 2019	9/26/2019	8155 20 022 0094769 TOWN C	31,127.55	31,127.55
			10/02/19-11/01/1	9/27/2019	8155 20 022 0097069 INTERNI	293.42	293.42
			09/25-10/24 427	9/20/2019	8155 20 022 0097028 427 F ST	288.42	288.42
			09/25-10/24 Intel	9/20/2019	8155 20 022 0097051 Internet	288.42	288.42
			2001703.003	10/9/2019	10.09.19 DEPOSIT REFUND	300.00	300.00
			2001698.003	10/9/2019	10.09.19 DEPOSIT REFUND	250.00	250.00
50674	10/15/2019	01151	Oct 2019	10/10/2019	JANITORIAL SERVICES	10,663.93	10,663.93
50675	10/15/2019	01565	BAY CONTRACT MAINTENANOct 2019	9/20/2019	PD GASOLINE PURCHASES 1	1,677.07	1,677.07
50676	10/15/2019	02216	656418	9/30/2019	PD GASOLINE PURCHASES 2	1,656.40	1,656.40
			657967	9/10/2019	PD GASOLINE PURCHASES 1	1,548.36	1,548.36
			653645	9/20/2019	RECREATION GASOLINE PUF	52.99	52.99
			656872	7/31/2019	LANDSCAPE MAINTENANCE	4,910.00	4,910.00
50677	10/15/2019	02274	FRANK AND GROSSMAN LANI6108	10/9/2019	10.09.19 DEPOSIT REFUND	300.00	300.00
50678	10/15/2019	02352	GUTIERREZ, MELDA	10/1/2019	PD COPY MACHINE RENTAL	812.64	812.64
50679	10/15/2019	02499	GE CAPITAL INFORMATION	9/27/2019	REC COPY MACHINE RENTAL	603.94	603.94
			102774115	10/9/2019	10.09.19 DEPOSIT REFUND	50.00	50.00
			102763388	10/1/2019	FIRE ALARM	45.00	45.00
50680	10/15/2019	02697	VIGIL, SELINA	10/9/2019	10.09.19 DEPOSIT REFUND	50.00	50.00
50681	10/15/2019	02787	AECO SYSTEMS, INC.	10/1/2019	FIRE ALARM	45.00	45.00

Final Check List
Town of Colma

apChkLst
10/15/2019 10:35:29AM

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50682	10/15/2019	02793	20953	10/7/2019	SERVICE	997.14	
			20969	10/9/2019	SERVICE	651.35	
			20963	10/8/2019	SERVICE	561.40	2,209.89
50683	10/15/2019	02799	103745301-006	10/1/2019	RIMS INTERNET W/SSF	400.00	400.00
50684	10/15/2019	02827	CORODATA SHREDDING, INC.RS3112393	9/30/2019	STORAGE, PICKUP/DELIVER	105.19	105.19
50685	10/15/2019	02935	EMCOR SERVICES-MESA ENF013520626	9/30/2019	BLOWER ASSEMBLY REPAIR	1,665.00	1,665.00
50686	10/15/2019	03061	NORTH BAY PETROLEUM 2080706	9/30/2019	PW GAS PURCHASES	383.46	383.46
50687	10/15/2019	03174	MALDONADO, VICTOR 2001702.003	10/9/2019	10.09.19 DEPOSIT REFUND	275.00	275.00
50688	10/15/2019	03281	GACHINA LANDSCAPE MANAIF172652	9/30/2019	WORK ORDER	4,571.00	
			F172649	9/30/2019	WORK ORDER	3,599.00	
			F172648	9/30/2019	WORK ORDER	1,749.00	
			F172650	9/30/2019	WORK ORDER	951.27	
			F172651	9/30/2019	WORK ORDER	793.18	11,663.45
50689	10/15/2019	03303	EARTH SHELTER DEVELOPEF1	9/24/2019	INTERLOCKING PAVERS D ST	27,924.30	27,924.30
50690	10/15/2019	03304	PACIFIC ACCESS ELEVATOR 22376	9/20/2019	LABOR FOR SERVICE ON EQ	270.00	270.00
50691	10/15/2019	03305	CABEZAS, GLORIA 2001699.003	10/9/2019	10.09.19 DEPOSIT REFUND	275.00	275.00

Sub total for TRI COUNTIES BANK: 113,742.56

33 checks in this report.

Grand Total All Checks:

113,742.56

Final Check List
Town of Colma

apChkLst
10/15/2019 11:28:41AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50692	10/15/2019	02216	RAMOS OIL CO. INC.	9/30/2019	RECREATION GASOLINE PUF	54.92	54.92
Sub total for TRI COUNTIES BANK:						54.92	54.92

1 checks in this report.

Grand Total All Checks:

54.92

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50693	10/15/2019	03034	Nov 2019	10/15/2019	HEALTH REIMBURSEMENT AI	44,293.35	44,293.35
Sub total for TRI COUNTIES BANK:						44,293.35	44,293.35

1 checks in this report.

Grand Total All Checks: 44,293.35

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
50694	10/22/2019	00004	000013754913	10/13/2019	C3-A/B-12-10-TS-01	1,658.11	1,658.11	
50695	10/22/2019	00020	119100566	10/1/2019	RENTAL	40.00		
			119100565	10/1/2019	Spring Water 5 Gal	9.00	49.00	
50696	10/22/2019	00049	CALIFORNIA PEACE OFFICER198950	10/9/2019	KIRK STRATTON PEACE OFF	125.00	125.00	
50697	10/22/2019	00057	CINTAS CORPORATION #2	9/30/2019	CLEANING SERVICE	1,394.84	1,394.84	
50698	10/22/2019	00112	DEPARTMENT OF JUSTICE	9/5/2019	PD ACCOUNT #140503	783.00		
			409130	10/3/2019	HR ACCOUNT #145931	32.00	815.00	
50699	10/22/2019	00307	PACIFIC GAS & ELECTRIC	10/09/2019	PG&E	3,165.91		
			10/10/2019	10/10/2019	PG&E	250.47	3,416.38	
50700	10/22/2019	00334	S.B.R.P.S.T.C.	122481	NOV 19-22, 2019 RADAR-LIDA	105.00	105.00	
50701	10/22/2019	00345	SMC SHERIFF'S OFFICE	Nov 4-8, 2019	BASIC TRAFFIC COLLISION I	125.00	125.00	
50702	10/22/2019	00412	TELECOMMUNICATIONS ENG46213	10/10/2019	Facilities Mgmt & Maintenance	1,328.00	1,328.00	
50703	10/22/2019	00500	SMC CONTROLLERS OFFICE	August 2019	ALLOCATION OF PARKING PE	2,228.20	2,228.20	
50704	10/22/2019	00507	COLMA FIRE PROTECTION	DIFire Fee Movie N	10/12/2019	REVIEW AND INSPECTION AT	112.00	112.00
50705	10/22/2019	00534	SMC INFORMATION SERVICE	1YCL11909	10/10/2019	MICRO CHANNEL & LINES	667.12	667.12
50706	10/22/2019	00539	FIREMASTER DEPT 1019	0000689009	8/30/2019	1199 El Camino Annual Mainte	636.00	636.00
50707	10/22/2019	00623	ARAMARK	860095827	9/30/2019	FIRST AID SUPPLIES TOWN H	162.90	
				860095830	9/30/2019	FIRST AID SUPPLIES CORP Y	81.50	81.50
				860095829	9/30/2019	FIRST AID SUPPLIES STERLII	81.50	81.50
				860095828	9/30/2019	FIRST AID SUPPLIES PD	81.50	407.40
50708	10/22/2019	01037	COMCAST CABLE	10/11-11/10 601	10/7/2019	8155 20 022 0096715 601 F ST	108.42	108.42
50709	10/22/2019	01183	BEST BEST & KRIEGER LLP	861222	10/14/2019	CITY ATTORNEY SERVICES	19,536.92	
				861224	10/14/2019	CITY ATTORNEY SPECIAL SE	463.50	
				861223	10/14/2019	CITY ATTORNEY BASIC SERV	291.01	
				861225	10/14/2019	TELECOMMUNICATIONS	291.00	20,582.43
50710	10/22/2019	01414	VERANO HOMEOWNERS ASS11	11/1/2019	VERANO OWNERS ASSOCIAT	320.00	320.00	
50711	10/22/2019	01461	DOSSEY, BRIAN	Oct 15-17, 2019	OCT 15-17, 2019 LCC MEALS	95.74	95.74	
50712	10/22/2019	01687	UNITED SITE SERVICES OF	114-9235624	10/7/2019	STANDARD AND REGULAR S	160.24	160.24
50713	10/22/2019	02082	VINCE'S OFFICE SUPPLY, INC	Sept 2019	9/30/2019	OFFICE SUPPLIES	1,058.34	1,058.34
50714	10/22/2019	02132	WOLLMAN, JASON	10/21/19 Mileage	10/21/2019	10/15/19 MILEAGE REIMBURS	22.04	22.04
50715	10/22/2019	02190	GOGAN, REA	10/15/19 Mileage	10/21/2019	10/15/19 MILEAGE REIMBURS	22.04	22.04
50716	10/22/2019	02317	CUS, ERIN	Aug 10 -Oct 5, 2	10/16/2019	BOOT CAMP FITNESS	800.00	800.00
50717	10/22/2019	02583	CRIME SCENE CLEANERS, IN	72498	10/17/2019	#5 CLEAN & DISINFECT, REM	70.00	70.00

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50718	10/22/2019	02793	20976	10/9/2019	SERVICE	949.35	
		DITO'S MOTORS	20990	10/11/2019	SERVICE	783.96	
			21018	10/17/2019	SERVICE	447.42	
			21011	10/16/2019	SERVICE	228.54	2,409.27
50719	10/22/2019	02960	13062	10/17/2019	AUGUST 2019 COLMA SUMMI	7,980.00	7,980.00
50720	10/22/2019	03034	114203	8/31/2019	FLEX PROCESSING FEES	175.00	
		THOR AUDIO SOLUTIONS	114956	9/30/2019	FLEX PROCESSING FEES	175.00	350.00
		FLEX ADVANTAGE		9/30/2019	PRE-EMPLOYMENT	42.00	42.00
50721	10/22/2019	03060	0151253-IN	9/30/2019	ACCOUNTING SERVICES	8,255.00	8,255.00
50722	10/22/2019	03191	33595	9/30/2019	PAPER AND CLEANING PROI	838.34	838.34
50723	10/22/2019	03273	516434735	10/10/2019	OCT 7-11, 2019 ACADEMY MII	336.40	336.40
50724	10/22/2019	03302	Oct 7-11, 2019	10/21/2019	OCT 7-11, 2019 ACADEMY MII	336.40	336.40
50725	10/22/2019	03306	IRG 1645925	8/27/2019	10.12.19 HOCUS POCUS WID	463.00	463.00
		SWANK MOTION PICTURES, IRG 1645925					

Sub total for TRI COUNTIES BANK: 56,980.31

32 checks in this report.

Grand Total All Checks: 56,980.31

Final Check List
Town of Colma

apChkLst
10/23/2019 4:53:02PM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50726	10/25/2019	00047	10252019	B-Cle	10/25/2019 CLEA: PAYMENT	269.50	269.50
50727	10/25/2019	01340	10252019	B-Fsa	10/25/2019 FLEX 125 PLAN: PAYMENT	608.84	608.84
50728	10/25/2019	01375	10252019	B-Def	10/25/2019 NATIONWIDE: PAYMENT	4,700.00	4,700.00
50729	10/25/2019	02224	10252019	B- Life	10/25/2019 LIFE INSURANCE: PAYMENT	495.00	495.00
50730	10/25/2019	02377	10252019	B Wg	10/25/2019 WAGE GARNISHMENT: PAYM	871.38	871.38
94054	10/25/2019	00130	10252019	B Cal	10/25/2019 CALIFORNIA STATE TAX: PAY	11,011.17	11,011.17
94055	10/25/2019	00521	10252019	Fed S	10/25/2019 FEDERAL TAX: PAYMENT	45,613.14	45,613.14
94056	10/25/2019	00631	10252019	B PEF	10/25/2019 PERS - BUYBACK: PAYMENT	42,909.87	42,909.87
94057	10/25/2019	01360	10252019	B ICM	10/25/2019 ICMA CONTRIBUTION: PAYME	4,943.27	4,943.27
94058	10/25/2019	00068	10252019	B poa	10/25/2019 COLMA PEACE OFFICERS: P/	600.21	600.21

Sub total for TRI COUNTIES BANK: 112,022.38

508.09

A/P

Sys tem

check

1501433208 10/28/2019 PERS

Wire transfered.

10 checks in this report.

Grand Total All Checks: 112,022.38

Final Check List
Town of Colma

apChkLst
10/28/2019 10:25:37AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50731	10/29/2019	00051	CALIFORNIA WATER SERVICE6544607057 1727052702	10/16/2019	6544607057 SW CORNER HIL	746.47	957.25
50732	10/29/2019	00071	CSG CONSULTANTS, INC. 08/31/19-09/27/1	10/11/2019	1727052702 JSB ACROSS FR	210.78	124,725.18
50733	10/29/2019	00093	CITY OF SOUTH SAN FRANCISCO517879 517856	10/22/2019	CSG DISPATCH SERVICES	124,725.18 23,877.00	
50734	10/29/2019	00110	DEPARTMENT OF TRANSPORTS200145	10/1/2019	TRAFFIC SIGNAL MAINTENAN	750.00	25,377.00
50735	10/29/2019	00117	DELTA DENTAL OF CALIFORNIA BE003623855	10/1/2019	TRAFFIC SIGNAL MAINTENAN	750.00	789.98
50736	10/29/2019	00220	LC ACTION POLICE SUPPLY, I402922	10/15/2019	SIGNALS & LIGHTING	789.98	13,174.00
50737	10/29/2019	00307	PACIFIC GAS & ELECTRIC 1918250367-2 0512181543-4	10/15/2019	DENTAL INSURANCE	13,174.00	2,009.19
50738	10/29/2019	00456	NORTH PENINSULA FOOD PA 10/18/19 Take M	10/17/2019	SBA-SX02-3A VEST W/BLACK	2,009.19	4,155.12
50739	10/29/2019	01036	MANAGED HEALTH NETWORKIPRM-045038	10/17/2019	1198 EL CAMINO	4,155.12	1,991.15
50740	10/29/2019	01037	COMCAST CABLE 10/17/19-11/16/1	10/17/2019	0512181543-4	1,991.15	100.00
50741	10/29/2019	01370	VERIZON WIRELESS SERVICE19840156952	10/24/2019	10/18/19 TAKE MY HAND DIN	100.00	99.20
50742	10/29/2019	02224	STANDARD INSURANCE COM November 2019	10/17/2019	EMPLOYEE ASSISTANCE PR	99.20	54.70
50743	10/29/2019	02793	DITO'S MOTORS 20634 20539	10/15/2019	CELL PHONE SERVICE	1,684.64	215.00
50744	10/29/2019	02827	CORODATA SHREDDING, INC.DN1245528	10/22/2019	LIFE INSURANCE	215.00	547.25
50745	10/29/2019	02991	TAPIA, CARLA 2001711.003	10/22/2019	SERVICE	42.00	98.00
50746	10/29/2019	03015	U.S. BANK CORPORATE PMT 10/22/19 Tapia	9/30/2019	OIL & FILTER CHANGE	98.00	50.00
			10/22/19 Dossey	10/15/2019	SHREDDING SERVICE	50.00	2,623.34
			10/22/19 Pfofenf	10/22/2019	10.15.19 DEPOSIT REFUND	2,623.34	1,778.70
			10/22/19 Gogan	10/22/2019	CREDIT CARD PURCHASE	1,778.70	1,365.18
			10/22/19 Navarrt	10/22/2019	CREDIT CARD PURCHASE	1,365.18	1,132.79
			10/22/19 Lum	10/22/2019	CREDIT CARD PURCHASE	1,132.79	1,012.53
			10/22/19 Corley	10/22/2019	CREDIT CARD PURCHASE	1,012.53	324.92
			10/22/19 Velasqt	10/22/2019	CREDIT CARD PURCHASE	324.92	290.73
			10/22/19 Vang	10/22/2019	CREDIT CARD PURCHASE	290.73	283.93
			2091219	10/22/2019	CREDIT CARD PURCHASE	283.93	118.04
			Nov 2 4-6 Dias E	10/15/2019	CREDIT CARD PURCHASE	118.04	429.17
			192845143	10/15/2019	PW GAS PURCHASES 1-15	429.17	400.00
			GOLDEN STATE WARRIORS L01/24/20 Tickets	9/9/2019	BALANCE DUE 2 FACE PAINT	400.00	1,400.00
				10/11/2019	ADD CHAIR RAILS TO CONF	1,400.00	674.58
				10/27/2019	ETHERNET ACCESS	674.58	3,500.00
				10/23/2019	40 TICKETS 01/24/20 200 LEV	3,500.00	

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50752	10/29/2019	03308	2001719.0003	10/21/2019	10.21.19 DEPOSIT REFUND	300.00	300.00
50753	10/29/2019	03309	2001720.0003	10/21/2019	10.21.19 DEPOSIT REFUND	300.00	300.00
50754	10/29/2019	03310	2001717.0003	10/18/2019	10.18.19 DEPOSIT REFUND	350.00	
			2001718.0003	10/18/2019	10.18.19 DEPOSIT REFUND	300.00	650.00

Sub total for TRI COUNTIES BANK: 192,653.57

24 checks in this report.

Grand Total All Checks:

192,653.57

Final Check List
Town of Colma

apChkLst
10/29/2019 8:01:43AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50755	10/29/2019	00280	394461198001	10/25/2019	1" WHITE BINDERS, PAPER, F	93.93	150.29
			394046389001	10/24/2019	CLASP ENVELOPES, POST-IT	56.36	
50756	10/29/2019	00432	807717937	10/19/2019	VISION SERVICE PLAN	1,106.39	1,106.39
50757	10/29/2019	02499	102842583	10/15/2019	ADMIN COPY MACHINE RENT	2,085.55	
			102843520	10/16/2019	PD COPY MACHINE RENTAL	274.44	2,359.99
50758	10/29/2019	03208		10/24/2019	SUPPLES	64.31	64.31
50759	10/29/2019	03224		11/1/2019	2019 Maintenance Guaranteed,	157.31	157.31
Sub total for TRI COUNTIES BANK:							3,838.29

5 checks in this report.

Grand Total All Checks:

3,838.29





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Caitlin Corley, City Clerk
 VIA: Brian Dossey, City Manager
 MEETING DATE: November 13, 2019
 SUBJECT: Mosquito and Vector Control District Board of Trustee Appointment

RECOMMENDATION

Staff recommends that City Council adopt the following:

RESOLUTION APPOINTING LAURA WALSH TO THE BOARD OF TRUSTEES OF THE SAN MATEO COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

EXECUTIVE SUMMARY

Staff recommends the City Council appoint Laura Walsh to the San Mateo County Mosquito and Vector Control Board of Trustees. Staff conducted a recruitment process and found Ms. Walsh to be qualified to serve on the Board of Trustees. She meets all the requirements of the District, and is committed to serving the Town of Colma.

If City Council appoints Laura Walsh, staff will forward the attached letter (attachment B) to the San Mateo County Mosquito and Vector Control District, informing the District of Ms. Walsh's appointment.

If appointed, Ms. Walsh will serve a two year term, from the first Monday in January 2020 to the first Monday in January 2022 or until a successor has been appointed.

FISCAL IMPACT

None

BACKGROUND

Qualifications

The District is governed by a 21-member Board of Trustees, each of whom is a resident of a city in the District and is appointed for either a two or four year term at the discretion of his or her respective City Council. The candidate must be a resident of the appointing city, at least 21 years old, and interested in learning what the District does and in sharing that information. Experience or specialized knowledge in biology or any other health-related sciences is not required.

Under California Health & Safety Code section 2024, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority, commencing at noon on the first Monday in January.

Recruitment

Staff posted the vacancy on the Town website, social media pages and in the October issue of LiveWire. Staff received one application and had a phone conversation to discuss the position and responsibilities with the applicant on October 25, 2019. Based on experience, qualifications, and the ability and interest to serve, staff recommends Laura Walsh be appointed to the Board of Trustees as the Town representative.

Ms. Walsh has indicated that she will be able attend the monthly meetings and present important district happenings and information at City Council Meetings quarterly. She is looking forward to serving the community.

History

Joe Silva is the Town's current representative on the board; his term expires at the end of 2019. He did not apply for reappointment.

Prior to Mr. Silva's tenure, resident Carrie Slaughter served as the Board representative for Colma from January 2016 to November 2016, and resident Louis Gotelli served as the Board representative for Colma from January 2014-January 2016. Prior to Mr. Gotelli's appointment, Colma's seat on the Board went unfilled due to lack of interest. The Town has never appointed a Council Member because the Board Meetings, held on the second Wednesday of the month, conflict with City Council Meetings.

Alternatives

The City Council could choose not to adopt the resolution appointing Laura Walsh to the Board of Trustees of the Mosquito and Vector Control Abatement District. However, this would leave the Town unrepresented on an important regional board when Mr. Silva's term expires at the end of this year.

CONCLUSION

Staff recommends the City Council adopt the resolution to appoint Laura Walsh to the San Mateo County Mosquito and Vector Control District Board of Trustees.

ATTACHMENTS

- A. Resolution
- B. Appointment Letter to SMCMVCD
- C. Candidate application

**RESOLUTION NO. 2019-
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPOINTING LAURA WALSH TO THE BOARD OF TRUSTEES OF THE
SAN MATEO COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

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

1. Background

(a) The San Mateo County Mosquito and Vector Control District (District) is an independent, property-tax-funded district within San Mateo County that provides the following services to each of its member cities and their residents: mosquito surveillance and control, yellow jacket nest removal, insect identification, and vector-borne disease surveys.

(b) The District is governed by a 21 member Board of Trustees, each of whom is a resident of a city in the District and is appointed for either a two or four year term at the discretion of his or her respective City Council. The candidate must be a resident of the appointing city, at least 21 years old, and interested in learning what the District does and in sharing that information. Experience or specialized knowledge in biology or any other health-related sciences is not required.

(c) Under California Health & Safety Code section 2024, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority, commencing at noon on the first Monday in January. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

(d) Joe Silva is the Town’s current representative on the board; his term expires at the end of 2019. Staff posted the upcoming vacancy on the Town’s website, social media pages, and in the October issue of LiveWire. Staff received one application and had a phone conversation to discuss the position and responsibilities with the applicant on October 25, 2019.

(e) Based on experience, qualifications, and the ability and interest to serve, staff recommends Laura Walsh be appointed to the Board of Trustees as the Town representative.

2. Order

(a) The City Council appoints Laura Walsh as trustee to the San Mateo County Mosquito and Vector Control District from first Monday in January 2020 to the first Monday in January 2022 or until a successor has been appointed.

(b) Ms. Walsh shall represent the interests of the public as a whole and not solely the interests of the Colma City Council.

///

///

-

Certification of Adoption

I certify that the foregoing Resolution No. 2019- was duly adopted at our regular meeting of the City Council of the Town of Colma held on November 13, 2019, 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

1198 El Camino Real • Colma, California • 94014-3212
Tel 650.997.8300 • Fax 650.997.8308

November 14, 2019

Dr. Chindi Peavey, District Manager
San Mateo County Mosquito and Vector Control District
1351 Rollins Road
Burlingame, CA 94010

Dear Dr. Peavey:

Please accept this letter confirming the appointment of Laura Walsh to the Board of Trustees for the San Mateo County Mosquito and Vector Control District. Ms. Walsh's term as the Town of Colma's board representative will be from the first Monday in January 2020 to the first Monday in January 2022. The resolution approving this appointment is attached.

If you have any questions or need additional information please do not hesitate to contact City Clerk Caitlin Corley at 650.997.8311 or ccorley@colma.ca.gov.

Sincerely,

Joanne F. del Rosario
Mayor, Town of Colma

Joanne F. del Rosario, Mayor
John Irish Goodwin, Vice Mayor
Diana Colvin, Council Member • Helen Fisicaro, Council Member • Raquel P. Gonzalez, Council Member
Brian Dossey, City Manager



SMCMVCD Board of Trustee Application

Online Submittal: Fri 10/18/2019 2:27 PM

Name
Laura Walsh
Address
1319 Mission Rd South San Francisco, CA 94080-1215 Map It
Home Phone
(650) 992-3069
Cell Phone
(415) 200-9660
Email
tomnlaw40@yahoo.com
How many years have you lived in Colma?
15
Are you a registered voter in Colma?
Yes
Why are you seeking this appointment?
I am seeking this appointment as I love to serve my community and I would like to have an active role with Mosquito abatement. The health of our residents is key and I thrive on learning new things and sharing my ideas.
What qualifies you for this appointment?
I am the former Co-President of the Medical Assistants Association. Past President of the music boosters club at E I Camino High School. I have held board positions on the PTA to include treasurer of Sunshine Gardens Elementary school and Alta Loma Middle School. I have also held the office of Secretary, Treasurer, and other positions in Jobs Daughters. Donation coordinator for Project Read of SSF CA. I have been involved with community service since I was in Brownies
Education
Name and Location of School?
City College of San Francisco
Dates attended?
1980- 2006 on and off
Degree received?
AS Medical Assisting
Name and Location of School?

Mcateer High School

Dates attended?

1978-1980

Degree received?

High School Diploma

Work Experience

Employer

San Mateo Rheumatology

Position

Medical Assistant

Dates Employed

4/11-present

Employer

Drs Lakowsky and Batlin

Position

Medical Assistant

Dates Employed

7/09-4/11

Signature

X



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brian Dossey, City Manager
 Christopher J. Diaz, City Attorney
 MEETING DATE: November 13, 2019
 SUBJECT: Third Amendment to Comcast Agreement

RECOMMENDATION

Staff recommends that the Council adopt the following:

RESOLUTION APPROVING THIRD AMENDMENT TO THE BULK CABLE
 TELEVISION SERVICES AGREEMENT WITH COMCAST TO EXTEND THE
 AGREEMENT FOR FIVE YEARS

EXECUTIVE SUMMARY

The proposed resolution would authorize the Mayor to execute the third amendment to the existing contract with Comcast Corporation to extend the agreement for five additional years and allow for the automatic renewal of the agreement for one-year periods thereafter. During the renewal period, either party could choose not to renew the agreement with a minimum 270-day notice.

FISCAL IMPACT

The Town currently pays about \$190,000 per year for 499 households and Town facility cable services. As an incentive to renew the agreement early Comcast agreed to reduce the monthly rate saving the Town approximately \$5,000 annually.

ANALYSIS

In 2002, the Town contracted with TCI Cablevision, the predecessor to Comcast Corporation, to provide cable television services to all residents. The Comcast contract was renewed every three to five years after 2002.

A new five-year bulk services agreement was executed with Comcast in 2015.

In December 2017 the bulk services agreement was amended; the amendment related to the calculation of Public, educational, and governmental access fees (PEG).

In November 2018 the bulk services agreement was amended, adding the units from Veteran's Village (66 units) and the B and C Street Homes (9 homes).

The five-year agreement that was executed in 2015 is set to expire in 2020. Therefore, staff is recommending the extension of the bulk services agreement for an additional five years.

Council Adopted Values

The recommendation is consistent with the Council value of **responsibility** because it will extend Comcast services for five additional years ensuring continued access to cable television.

Sustainability Impact

None.

Alternatives

The City Council could choose not to approve the amendment. This alternative is not recommended since the agreement is intended to provide cable services to all within the Town.

CONCLUSION

Staff recommends the City Council adopt the resolution.

ATTACHMENTS

- A. Resolution
- B. Third Amendment

RESOLUTION NO. 2019-___
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION APPROVING THIRD AMENDMENT TO THE BULK CABLE
TELEVISION SERVICES AGREEMENT WITH COMCAST TO EXTEND THE
AGREEMENT FOR FIVE YEARS**

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

1. Background.

(a) In 1998, the Colma Recreation Advisory Committee, led by an outside, independent expert in recreational and leisure services and comprised of residents and staff members of the Town, filed a report recommending that the Town develop a comprehensive recreational program which should meet the following goals, inter alia:

(i) The Town should subsidize all new and existing recreation programs;

(ii) Programs should be consistent and sustainable;

(iii) There should be a variety of recreational programs which encompass the total needs of individuals, represent the demographic needs of the community, provide quality leisure experiences, and provide participants with exposure to positive images of diversity.

(b) Since then, the City Council has endeavored to develop such a comprehensive recreational program and, in furtherance thereof, adopted Guidelines for Recreation and Leisure Programs, Events and Activities (Colma Administrative Code § 2.01.010 et seq.). The Guidelines encourage the development of programs that encompass the total needs of the individual, including education, culture, personal relaxation, and self-improvement (Colma Administrative Code § 2.01.100) and provide for increased access for all citizens.

(c) In 2002, prior to adopting Resolution 2002-15, the Council reviewed the following documentary evidence: Town of Colma Recreation Activities Committee, Colma Recreation Activities Guide, 1998; City and County of San Francisco, Recreation and Park Department Assessment Project, 1998; California Park and Recreation Society, Vision Insight Planning Strategic Plan, 1999; Canadian Parks/Recreation Association, Benefits of Parks and Recreation Catalogue, 1997 (web site: <http://www.lin.ca/htdocs/catackn.htm>); and found, among other facts, that:

(i) Making cable television programs available to all residents of the Town of Colma provides a substantial public benefit because cable television offers so much informational, educational and recreational value to the viewer;

(ii) Adopting a program wherein the Town shall pay for all residents to have access to and continued availability of cable television services is desirable in a free and democratic society where the people are the electorate because the citizenry becomes more informed, more up to date on current issues affecting the nation, region, and locality, and more ready to meet the responsibilities of being an informed electorate; and

(iii) Making cable television services available to all residents of the Town is consistent with the Policies set forth in the Recreation Program Guidelines contained at Colma Administrative Code § 2.01.100.

(d) In 2002, after making these findings, the City Council adopted Resolution 2002-15, which approved a Bulk Services Agreement with TCI Cablevision, the predecessor to Comcast Corporation and authorized the Town to subsidize cable television programming for Town residents.

(e) Since 2002, the contract has been renewed every three to five years.

(f) In 2015, the Town entered into an amended and restated agreement with Comcast Corporation for five years.

(g) In 2017, the Town entered into a First Amendment to eliminate the charge or remittance of any PEG fees pursuant to Section 5b for the Bulk Video Services.

(h) In 2018, the Town entered into a Second Amendment to include additional units in the Town.

(i) The current contract is set to expire in 2020 and Town staff is now recommending that the City Council extend the existing agreement for five additional years through the approval of a third amendment.

2. Findings.

The City Council finds that each of the following facts are true:

(a) The California Department of Finance estimates the Town population at 1,512 residents.

(b) Recreational, educational, and cultural opportunities for Colma residents are limited. The total amount of land dedicated for park purposes is 2.43 acres. This amounts to approximately 1.5 acres of parkland per 1,000 residents. This is lower than the recommended target of 3.0 acres of parkland per 1,000 residents. Because of these limited recreational opportunities, the Town of Colma subsidizes recreational, educational and cultural opportunities for its citizens to increase accessibility for its residents. For example, the Town has sponsored and subsidized children's summer camps, summer picnics, holiday parties, and cultural trips to museums.

(c) Cable television programming provides significant informational, educational, cultural, civic, and recreational values to people. By subsidizing the distribution of cable television programming, the Town will bring these values to the entire community.

(d) The informational and news value of cable television programming is well-established. Among the ongoing programming of cable television are (i) network channels, including CNN, C-Span, C-Span 2, Fox, MSNBC, and CNBC, which report the news or offer informed commentary of current events 24 hours per day; (ii) local PEG channels covering the governmental and public affairs matters of importance to the Town; (iii) several local stations which each broadcast up-to-date local news and weather for the region, the state and the nation; (iv) a court channel; and

(v) a weather channel. A wider penetration of news programming leads to a more informed and educated electorate and community.

(e) Cable television offers a wealth of educational programs. Many channels focus solely on one theme, such as Animal Planet channel, History channel and Discovery channel. Some news channels, such as C-Span, offer significant educational content when not reporting news. Just as news of current events leads to a more informed and educated public, educational and history programs help the public better understand civic, national and international events and issues.

(f) Self-improvement programming such as Food channel, Food Network, Discovery Health channel, and Home and Garden TV, also provide a benefit to the public. HGTV, for example, teaches people how to care for and improve their homes, which in turn preserves neighborhoods and maintains home values.

(g) Studies have shown that the average American who reaches the age of 70 spends approximately 27.5 years involved in some form of recreation. The average person will attribute the relative happiness of their life to the quality of their leisure time. To obtain relative happiness and quality leisure time, participants must have a variety of activities from which to choose. Television, despite its sometimes seemingly trivial side, offers a leisurely respite from the stresses of modern urban living.

(h) There is substantial evidence that the distribution of cable television services is a matter of great public importance and necessity. For example:

(i) The legislature of the State of California of California has found that the supplying of cable television services on a universal basis to be a desirable goal and has provided in Government Code section 53066.2 that "a city ... shall assure that access to cable services is not denied to any group of potential residential subscribers because of the income of the residents of the local area";

(ii) Similarly, the State Legislature found and declared, in the Digital Infrastructure and Video Competition Act (DIVCA), Public Utilities Code section 5810 that: "Video and cable services provide numerous benefits to all Californians including access to a variety of news, public information, education, and entertainment programming..." and that the Legislature desired to promote "widespread access to the most technologically advanced cable and video services to all California communities in a non-discriminatory manner regardless of socioeconomic status";

(iii) In *Loretto v. Teleprompter Manhattan CATV Corp* (1982), the United States Supreme Court recognized that the penetration of the entire viewing area and citizenry with cable television services has "important educational and community aspects;" and

(iv) The Attorney General of the State of California has opined, in 76 Ops. Cal. Atty. Gen. 118, that the distribution of cable television services involve an "essential" and important public service, and has labeled the provision of cable television to be a "necessary" service, akin to other public utilities.

(i) Continuing the Town’s program of subsidizing residents’ access to and continued availability of cable television services provides a substantial public benefit, as more particularly described in the foregoing findings.

(j) Continuing the Town’s program of subsidizing residents’ access to and continued availability of cable television services is desirable in a free and democratic society where the people are the electorate in that the citizenry becomes more informed, more up to date on current issue affecting the nation, region, and locality, and more ready to meets the responsibilities of being an informed electorate.

(k) Continuing the Town’s program of subsidizing residents’ access to and continued availability of cable television services is consistent with the Policies set forth in the Recreation Program Guidelines contained at Colma Administrative Code § 2.01.100.

(l) The Town’s program of subsidizing residents’ access to and continued availability of cable television services should be expanded as appropriate to ensure all Town residents have access to the program’s benefits.

3. Order.

(a) The Mayor is authorized to execute the third amendment to the existing Bulk Cable Television Services Contract with Comcast Corporation for the purposes of extending the agreement for five additional years, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2019-__ was duly adopted at a regular meeting of said City Council held on November 13, 2019 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					
Raquel "Rae" Gonzalez					
Helen Fisicaro					
<i>Voting Tally</i>					

Dated _____

Joanne F. del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk

THIRD AMENDMENT TO
AMENDED AND RESTATED SERVICES AGREEMENT

THIS THIRD AMENDMENT TO AMENDED AND RESTATED SERVICES AGREEMENT (the "Amendment") is made and entered into this 14th day of November, 2019 (the "Effective Date") by and between Comcast of California IX, Inc. (the "Company") and Town of Colma (the "Town ") who owns or has control over certain real property located Colma, California 94014 (the "Premises"). The Owner and the Company are parties to that certain Amended and Restated Bulk Video Services Agreement dated June 1, 2015 (the "Agreement"). Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement.

The parties agree to amend the Agreement as follows:

1. The term of the Agreement is hereby extended for an additional 5 years (the "Initial Renewal Period") commencing on the Effective Date. Thereafter, the Agreement shall automatically renew for additional one (1) year periods (each, an "Additional Renewal Period" and together with the Initial Renewal Period, the "Renewal Term") unless either party shall provide the other with a minimum 270 days' notice of its intention not to renew of the then current term.
2. Section 5. Fees and Charges for Bulk Services subsection (b) is hereby deleted in their entirety and replaced by the following:
 - b) Effective November 14, 2019, the Town shall pay the Company a monthly fee for Bulk Video Service equal to \$25.50 per unit and a broadcast TV fee of \$4.50 per unit for a total "monthly per unit service fee" of \$30.00, plus all applicable government fees and taxes, except for franchise fees, according to the Activation Schedule below. For the 499 dwelling units and four (4) public buildings, the initial total monthly fee will be \$14,970.00 plus all applicable government fees and taxes. The monthly per unit service fee referenced above does not include any fees which may be billed directly to RDU residents for Additional Services (defined in Section 5(e) below) or any fees which may be billed directly to the Town for additional equipment or other technical services at the public buildings. The monthly per unit service fee may be increased by the Company once annually upon thirty (30) days written notice and shall not exceed 3% and further provided that the rate increase shall not be greater than the service rate increases applicable to residential subscribers in Daly City, California for Digital Starter or equivalent service.
3. Except as specifically modified hereby, the Agreement shall remain in full force and effect in accordance with its terms.
4. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be signed, sealed and delivered as of the day and year first above written.

TOWN

Town of Colma

By:

Name:

Title: Mayor

COMPANY

Comcast of California IX, Inc.

By:

Name: Kristeen Cominiello

Title: Regional Vice President, Sales and Marketing



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brad Donohue, Director of Public Works
 Christopher J. Diaz, City Attorney
 VIA: Brian Dossey, City Manager
 MEETING DATE: November 13, 2019
 SUBJECT: Republic Services Waste Hauling Franchise Agreement Amendment

RECOMMENDATION

Staff recommends that the City Council adopt the following Resolution:

RESOLUTION APPROVING FIRST AMENDMENT TO ALLIED WASTE SERVICES OF NORTH AMERICA, LLC (DBA REPUBLIC SERVICES OF DALY CITY) FRANCHISE AGREEMENT

EXECUTIVE SUMMARY

The proposed amendment would allow Republic Services to surcharge Colma businesses that habitually block or prevent Republic Services from completing their scheduled pick up services. Per the Franchise Agreement ("Agreement") that was executed with Allied Waste Services, (dba, Republic Services Inc.) per section 12.19 of the Agreement, *"This Agreement may be amended or modified only by written agreement duly authorized by Contractor and the Town and executed by their authorized representatives."*

Staff is recommending that the City Council review and approve the First Amendment to the Franchise Agreement to allow Republic Services to surcharge Colma Business Customers that habitually block or prevent the waste hauler from conducting their scheduled pickups.

BACKGROUND

In April of 2016 the Town of Colma entered into a franchise agreement with Allied Waste Services of North America, LLC, doing business as Republic Services, Inc. to collect garbage, recyclable materials, food waste and yard trimmings from all residential and commercial properties in Colma.

Per Section 3.12.6 of the Agreement it states the following *"In all events of non-collection, Contractor shall leave the hard (card stock) copy of the Non-Collection Notice at the premises by affixing it to the Container and shall retain one copy. Contractor shall report all events of non-collection to Town on a weekly basis."* Town Staff has on a weekly basis received a summary of the prior week's Non Collection Notices (NCN's). In our meetings with the Hauler we address this issue and ask if the Hauler is communicating with the business

owner to correct the NCN's. With many of the business's corrections were made and at times pick up schedules were rearranged to make it work for the customer, but in a few instances, some businesses would make commitments to correct and then fall back and for whatever reason fail at their commitment to correct the issues regarding the NCN.

The proposed amendment to the Agreement still requires the Hauler to exercise communication with the business owner and work towards a viable solution to correct the issues. The Hauler would be required to notify the business owner a minimum of three (3) times prior to levying a surcharge on the business for excessive NCN's.

ANALYSIS

If the proposed amendment is approved a new section to the Franchise Agreement would read as follows:

3.12.10 Surcharge for Inaccessible Containers

A. Initial Notices. Commercial Customers shall ensure that Contractor has access to the Container(s) serving such Customer for Collection on the Collection date. In the event a Commercial Customer has not allowed Contractor access to their Solid Waste, Organic Waste or Recycling Container for Collection due to the Collection area being blocked by Customer or other similar reason, the Contractor shall provide notice to such Customer. Such notice shall explain the reason for the inaccessible Container(s), the date and time of the incident, an explanation of the potential for surcharges for future incidents, including whether Customer will be responsible for a surcharge for the next incident and its amount, and include a time-stamped photograph of the inaccessible Container(s). The Town shall receive a copy of all notices.

B. Surcharges. After Contractor has provided three notices identified in subsection A to a Commercial Customer, Contractor may impose a surcharge in an amount not to exceed \$75.00 for the next incident of inaccessible Container(s) for such Customer. For each additional incident of inaccessible Container(s) in a twelve (12) month period calculated from the date of the initial incident subject to a surcharge, the Contractor may increase the surcharge by \$75.00 for each incident in that twelve-month period (e.g. \$150.00 for the second incident, \$225.00 for third incident, etc.). The surcharge amount shall be reduced to a maximum of \$75 upon the expiration of the initial twelve-month period. However, Contractor shall not be required to provide the three initial notices identified in subsection A to such Customer. Rather, Contractor may simply impose a surcharge for the next incident and increase such surcharge for future incidents in the following twelve-month period as set forth above. All surcharges shall be imposed with notice to the Customer. Such notice shall include all information included in notices subject to subsection A. Such notice shall also include the amount of the surcharge

and an explanation of the process and amounts of surcharges for future incidents. The Town shall receive a copy of all surcharge notices. Notwithstanding Article 7 or any other provision of the Agreement, the maximum number of surcharges authorized by this subsection shall not be raised or increased by Contractor without the Town's written consent, which may be granted, withheld or conditions in its sole discretion.

ALTERNATIVE

The City Council could not approve the amendment and ask Republic to continue negotiating with business owners to make the needed changes to provide access to their garbage containment areas. This is not advised as staff has witnessed over the last few years Republic has constantly made the effort to work with the businesses to correct these situations. Having a surcharge in place for businesses that exhibit a pattern of not caring to correct the situation will hopefully help alleviate the issue.

CITY COUNCIL VALUES

The proposed Amendment to the Solid Waste Franchise is *Fair* as it requires the Town's Waste Hauler to continue to work with and communicate with the business owners who routinely block garbage containment areas, but also allows the waste hauler to recover costs for costs associated with missed pickups.

CONCLUSION

Staff recommends that City Council by way of a Resolution approve the First Amendment to Allied Waste Services of North America, LLC, (DBA Republic Services of Daly City) Franchise Agreement.

ATTACHMENTS

- A. Resolution
- B. Draft of First Amendment



**RESOLUTION 2019-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING FIRST AMENDMENT TO ALLIED WASTE SERVICES OF
NORTH AMERICA, LLC (DBA REPUBLIC SERVICES OF DALY CITY) FRANCHISE
AGREEMENT**

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

1. Background and Findings.

(a) After a thorough competitive process, in August of 2016, the Town entered into a franchise agreement with Allied Waste Services of North America, LLC ("Republic Services") for recyclables, organic waste, and garbage collection and processing services within the Town ("Franchise Agreement").

(b) Recently, it has come to both Town staff's attention along with the Republic Services' attention that certain business owners in the Town are habitually blocking or preventing Republic from completing their scheduled pick up services.

(c) In order to ensure that Republic Services has physical access to the containers for pick up, the Town is now recommending that the City Council amend the Franchise Agreement to allow Republic Services to impose surcharges on businesses after three written notices.

2. Order.

(a) The First Amendment to the Franchise Agreement with Republic Services, a copy of which is on file with the City Clerk, is hereby approved.

(b) The Mayor is hereby authorized to execute the First Amendment to the Franchise Agreement with Republic Services, with any minor non-technical changes deemed necessary by the City Attorney and City Manager.

//

//

//

//

//

//

//

//

* * * * *

Certification of Adoption

I certify that the foregoing Resolution No. 2019-__ was duly adopted at a regular meeting of said City Council held on November 13, 2019 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 del Rosario, Mayor

Attest: _____
Caitlin Corley, City Clerk

FIRST AMENDMENT TO FRANCHISE AGREEMENT

THIS FIRST AMENDMENT TO FRANCHISE AGREEMENT (“Amendment”), for reference purposes dated _____ day of _____, 2019, is made and entered into by and between the Town of Colma, (“Town”), and Allied Waste Services of North America, LLC, a Delaware limited liability company, doing business as Republic Services of Daly City (“Contractor”).

WHEREAS, Town and Contractor entered into that Franchise Agreement between for Recyclables, Organic Waste and Garbage Collection and Processing Services between the Town of Colma and Allied Waste Services of North America, LLC dated August 30, 2016 (“Agreement”); and

WHEREAS, Section 12.19 of the Agreement provides that any amendment of the Agreement must be in a writing executed by the parties; and

WHEREAS, Town and Contractor desire to amend the Agreement to permit Contractor to impose surcharges on commercial customers when Contractor is unable to access the container used by such customers on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subsection 3.12.10 is hereby added to the Agreement to read in full as set forth below:

“3.12.10 Surcharge for Inaccessible Containers

A. Initial Notices. Commercial Customers shall ensure that Contractor has access to the Container(s) serving such Customer for Collection on the Collection date. In the event a Commercial Customer has not allowed Contractor access to their Solid Waste, Organic Waste or Recycling Container for Collection due to the Collection area being blocked by Customer or other similar reason, the Contractor shall provide notice to such Customer. Such notice shall explain the reason for the inaccessible Container(s), the date and time of the incident, an explanation of the potential for surcharges for future incidents, including whether Customer will be responsible for a surcharge for the next incident and its amount, and include a time-stamped photograph of the inaccessible Container(s). The Town shall receive a copy of all notices.

B. Surcharges. After Contractor has provided three notices identified in subsection A to a Commercial Customer, Contractor may impose a surcharge in an amount not to exceed \$75.00 for the

next incident of inaccessible Container(s) for such Customer. For each additional incident of inaccessible Container(s) in a twelve (12) month period calculated from the date of the initial incident subject to a surcharge, the Contractor may increase the surcharge by \$75.00 for each incident in that twelve-month period (e.g. \$150.00 for the second incident, \$225.00 for third incident, etc.). The surcharge amount shall be reduced to a maximum of \$75 upon the expiration of the initial twelve-month period. However, Contractor shall not be required to provide the three initial notices identified in subsection A to such Customer. Rather, Contractor may simply impose a surcharge for the next incident and increase such surcharge for future incidents in the following twelve-month period as set forth above. All surcharges shall be imposed with notice to the Customer. Such notice shall include all information included in notices subject to subsection A. Such notice shall also include the amount of the surcharge and an explanation of the process and amounts of surcharges for future incidents. The Town shall receive a copy of all surcharge notices. Notwithstanding Article 7 or any other provision of the Agreement, the maximum number of surcharges authorized by this subsection shall not be raised or increased by Contractor without the Town's written consent, which may be granted, withheld or conditions in its sole discretion.

2. Town and Contractor agree and acknowledge that except as explicitly modified by this Amendment, the Agreement remains in full force and effect. All capitalized terms in this Amendment shall have the meaning ascribed to them in the Agreement unless otherwise noted.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we, the authorized agents of the contracting parties, by our duly authorized agents, do hereby affix our signatures and seals this ____day of _____, 2019.

TOWN OF COLMA

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Its: _____

Its: _____

By: _____

Printed
Name: _____

Its: _____

