



**AGENDA  
REGULAR MEETING  
CITY COUNCIL OF THE TOWN OF COLMA**

**Colma Town Hall  
1198 El Camino Real  
Colma, CA 94014**

**Wednesday, December 11, 2019  
7:00 PM**

**PLEDGE OF ALLEGIANCE AND ROLL CALL**

**ADOPTION OF AGENDA**

**PRESENTATION**

- Proclamation in honor of Choco, retiring U.S. Parks Police K9

**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 November 26, 2019 Special Meeting.
2. Motion to Accept the Minutes from the December 3, 2019 Special Meeting.
3. Motion to Accept the Report of Checks Paid for November 2019.
4. Motion to Introduce the following ordinance by title only with direction to staff to include all noticed publication dates and January 8, 2020 as the public hearing date in Article I, Sections (j) and (k): an Ordinance Amending Chapter 5, Subchapter 4 of the Town of Colma Municipal Code, Adopting by Reference the 2019 Edition of the California Building Standards Code (California Code of Regulations, Title 24), Consisting of the 2019 California Building Code, the 2019 California Residential Code, the 2019 California Electrical Code, the 2019 California Mechanical Code, the 2019 California Plumbing Code, the 2019 California Fire Code, the 2019 California Energy Code, the 2019 California Green Building Standards Code, the 2019 California Historical Building Code, the 2019 California Existing Building Code and the 2019 California Referenced Standards Code; the 1997 Edition of the Uniform Housing Code; and the 2018 International Property Maintenance Code, Together With Certain Additions, Amendments, and Deletions; Waive a further reading of the ordinance; and schedule a public hearing for January 8, 2020.

5. Motion to Adopt a Resolution to Accept Work Performed by Community Playgrounds, Inc., for the Sterling Park Playground Improvement Project and Authorize the Director of Public Works to File a Notice of Completion with the County Recorder's Office and Make the Final Payment to Community Playgrounds, Inc., in Accordance with State Prompt Payment Laws.

## **PUBLIC HEARING**

6. **WILD BIRD AND WILD ANIMAL FEEDING ORDINANCE**

*Consider:* Motion to Introduce an Ordinance Amending Colma Municipal Code Subchapter 8.01 Prohibiting the Feeding of Wild Birds or Wild Animals on Public and Private Property Pursuant to CEQA Guideline 15061(b)(3), and Waive a Further Reading of the Ordinance.

## **NEW BUSINESS**

7. **COUNCIL COMMITTEE ASSIGNMENTS 2020**

*Consider:* Motion Approving Committee Assignments for 2020 and Granting to the Appointee Discretion in Voting on Matters Brought Before the Committee.

8. **COUNCIL OF CITIES AND CITY SELECTION COMMITTEE**

*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.

9. **FIFTH AMENDMENT TO EMPLOYMENT CONTRACT WITH KIRK STRATTON**

*Consider:* Motion to Adopt a Resolution Approving Fifth Amendment to Employment Contract with Kirk Stratton.

10. **THIRD AMENDMENT TO EMPLOYMENT CONTRACT WITH BRIAN DOSSEY**

*Consider:* Motion to Adopt a Resolution Approving Third Amendment to Employment Contract with Brian Dossey.

## **REPORTS**

Mayor/City Council  
City Manager

## **ADJOURNMENT**

The City Council Meeting Agenda Packet and supporting documents are available for review at the Colma Town Hall, 1198 El Camino Real, Colma, CA during normal business hours (Mon – Fri 8am-5pm). Persons interested in obtaining an agenda via e-mail should call Caitlin Corley at 650-997-8300 or email a request to [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov).

### Reasonable Accommodation

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

**MINUTES  
SPECIAL MEETING**

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

**Tuesday, November 26, 2019**

**6:00 PM**

**CALL TO ORDER**

Mayor Joanne F. del Rosario called the meeting to order at 6:01 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, Administrative Services Director Pak Lin, Director of Public Works Brad Donohue, City Planner Michael Laughlin, Human Resources Manager Letty Juárez, and City Clerk Caitlin Corley were in attendance.

**ADOPTION OF THE AGENDA**

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

**Action:** Council Member Colvin moved to adopt the agenda; the motion was seconded by Council Member Gonzalez and carried by the following vote:

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

**CONSENT CALENDAR**

1. Motion to Accept the Minutes from the November 8, 2019 Special Meeting.
2. Motion to Accept the Minutes from the November 13, 2019 Regular Meeting.
3. Motion to Adopt a Resolution of the City Council Granting the City Manager Authorization to Execute All Certificates or Documents Required on Certifying Rights of Way for Federal and/or State Funded Projects.

**Action:** Vice Mayor Goodwin moved to approve the Consent Calendar items #1 through #3; 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			

## NEW BUSINESS

### 4. SERRAMONTE COLLINS MASTER PLAN DRAFT REVIEW

The Mayor encouraged the members of the public present to ask questions of make comments throughout the presentation. City Planner Michael Laughlin presented the staff report. Resident Dennis Fisicaro and business owner Victor Hung made comments. Council discussion followed.

**Action:** Vice Mayor Goodwin moved to Accept the Staff Report Updating the City Council on the Serramonte Collins Master Plan; 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			

## COUNCIL CALENDARING

The next Regular Council Meeting on Wednesday, November 27, 2019 has been cancelled.

The City Council Reorganization Meeting will be on Tuesday, December 3 at 6:30pm at Town Hall.

## REPORTS

There were no Council reports.

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

- Honey Baked Ham has had a line out the door for the last few days due to the holiday.
- Ashely HomeStore will have a grand opening ribbon cutting on Wednesday, November 27, 2019 at 9am.
- The Holiday Tree Lighting Celebration will be on Monday, December 2, 2019.
- Breakfast with Santa will be on Saturday, December 7, 2019

**ADJOURNMENT**

Mayor del Rosario adjourned the meeting at 7:16 p.m. in memory of Jesus Benito Falcon, father of resident Anton Falcon.

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 3, 2019**  
6:30 p.m.

**CALL TO ORDER**

Mayor del Rosario called the Special Meeting of the City Council to order at 6:35 p.m.

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

**INTRODUCTIONS**

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

Mary Brodzon, Former Council Member  
Supervisor David Canepa  
Maureen O’Connor, President of the Colma Historical Association  
Richard Rochetta, Secretary of the Colma Historical Association

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  
Liz Tapia, Recreation Manager  
Caitlin Corley, City Clerk  
Letty Juárez, Human Resources Manager

**REMARKS BY OUT-GOING MAYOR**

Mayor del Rosario made remarks as the out-going Mayor. The City Council presented her with a gavel, proclamation, flowers and a donation to the ALLICE (Alliance for Community Empowerment) “Kumares and Kumpares,” whose purpose is to educate and bring awareness to the community on issues regarding all forms of domestic violence.

**NOMINATION AND APPOINTMENT OF MAYOR**

The Mayor called upon the Council for nominations for Mayor. Council Member Fisicaro nominated John Irish Goodwin for 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 Fisicaro moved to select John Irish Goodwin 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	
Joanne F. del Rosario, Mayor	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
	5	0			

### ADMINISTRATION OF THE OATH OF OFFICE TO NEW MAYOR

Sean Goodwin came to the podium to administer the Oath of Office to the new Mayor. After receiving the Oath of Office, Mayor Goodwin introduced his guests and gave his remarks as the incoming Mayor.

### NOMINATION AND APPOINTMENT OF VICE MAYOR

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

**Action:** Council Member Fiscaro moved to select Diana Colvin as Vice Mayor, and the motion was seconded by Council Member del Rosario and carried by the following vote:

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

### ADMINISTRATION OF THE OATH OF OFFICE TO VICE MAYOR

Chief Kirk Stratton came to the podium to administer the Oath of Office to the new Vice Mayor. After receiving the Oath of Office, Vice Mayor Colvin introduced her guests and gave her remarks as the in-coming Vice Mayor.

### SIGNING OF THE VALUES BASED CODE OF CONDUCT

Mayor Goodwin announced, "In 2009, the City Council adopted the Values Based Code of Conduct to promote and maintain the highest standards of personal and professional conduct in the Town's government. This summer, Council and staff participated in a team building exercise and worked together to revise and update the pledge. The newly updated Code of Conduct includes the longstanding values of fairness, honesty and integrity, responsibility, vision and respect, and focuses on practical ways to live up to these values while highlighting the importance of trust, communication, collaboration and compassion.

Council will now sign this pledge; Town Staff will sign after the meeting. It will be posted on our website as a reminder of our commitment to the public and to each other."



The Mayor and each member of Council signed the pledge.

**ADJOURNMENT**

Mayor Goodwin adjourned the Special Meeting at 7:21 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
50760	11/5/2019	00222	1551	10/18/2019	10/18/19 PENINSUALA DIVISIO	50.00	50.00
50761	11/5/2019	00254	METRO MOBILE COMMUNICA191113	11/1/2019	MAINTENANCE CONTRACT	602.00	602.00
50762	11/5/2019	00307	PACIFIC GAS & ELECTRIC	10/24/2019	PG&E	2,015.53	
				10/24/2019	PG&E	251.41	
				10/21/2019	PG&E	97.19	2,364.13
50763	11/5/2019	00357	SIERRA DISPLAY, INC.	8/22/2019	2019 HOLIDAY SEASON INST/	10,670.00	10,670.00
50764	11/5/2019	00394	TENNANT	10/18/2019	SWEEPER/SCRUBBER, RIDEI	564.00	
				10/18/2019	LITTER VACUUM MATLV4300	60.59	624.59
50765	11/5/2019	00422	UNDERGROUND SERVICE AL1762782019	7/19/2019	2019 MEMBERSHIP FEE PLU\$	1,044.18	1,044.18
50766	11/5/2019	00649	DAVEY TREE EXPERT COMPA914112866	10/21/2019	400 BLOCK OF C STREET TR	4,800.00	4,800.00
50767	11/5/2019	00716	SMPCSA	10/1/2019	ANNUAL DUES	1,000.00	1,000.00
50768	11/5/2019	01030	STEPFORD, INC.	10/20/2019	MONTHLY SERVICE CONTRA	5,622.00	
				10/20/2019	HOURS IN EXCESS OF CONT	1,201.25	6,823.25
50769	11/5/2019	01037	COMCAST CABLE	10/20/2019	8155 20 022 0097028 427 F ST	288.42	
				10/25-11/24 Intei	8155 20 022 0097051 Internet	288.42	
				10/27-11/26 XFII	8155 20 022 0002770 1520 HIL	10.94	587.78
50770	11/5/2019	01291	SAN MATEO COUNTY	2019-2020 1st &	MOSQUITO ABATEMENT & FI	555.00	555.00
50771	11/5/2019	01344	PROJECT READ - NORTH SAN27th Annual Trivi	11/4/2019	NOV 15, 2019 TRIVIA CHALLE	400.00	400.00
50772	11/5/2019	01367	DUO DANCE ACADEMY	Sept 2019	DANCE CLASSES	960.00	960.00
50773	11/5/2019	01829	GOVERNMENT FINANCE OFF 0145300	9/16/2019	12.01.19 TO 11.30.20 PAK LIN	160.00	160.00
50774	11/5/2019	01995	CELESTE, MIKE L.	19-1030	CARDROOM BACKGROUN	1,540.00	1,540.00
50775	11/5/2019	02172	RAMOS, EFREN	2001725.003	10/28/2019 10.28.19 DEPOSIT REFUND	275.00	275.00
50776	11/5/2019	02182	DALY CITY KUMON CENTER	October 2019	TUTORING	6,095.00	6,095.00
50777	11/5/2019	02307	STANDARD PLUMBING SUPPIKDGK52	10/8/2019	REGAL REPAIR KIT 1.6CL	87.79	
				KFJM08	10/23/2019 1 FBV-3C BALL VALVE	36.18	123.97
50778	11/5/2019	02499	GE CAPITAL INFORMATION	102848491	10/18/2019 REC COPY MACHINE RENTAL	274.44	274.44
50779	11/5/2019	02849	U.S. BANK PARS ACCOUNT, 6 Nov 2019 OPEB	11/4/2019	OPEB CONTRIBUTION	134,115.00	134,115.00
50780	11/5/2019	02930	PONCE, RITA	2001723.003	10/28/2019 10.28.19 DEPOSIT REFUND	50.00	50.00
50781	11/5/2019	02946	VELASQUEZ, AMANDA	CLEAR\$ Trainin;	10/28/2019 OCT 21-25, 2019 CLEARS TR/	282.12	282.12
50782	11/5/2019	02970	PRODUCTIVE PRINTING & GR34127	10/10/2019	BUSINESS CARDS	228.50	228.50
50783	11/5/2019	03002	STELLA PAINTING INC.	19-082	10/12/2019 CREEKSIDE VILLAS EXTERIC	55,000.00	55,000.00
50784	11/5/2019	03014	RAGNASOFT INCORPORATEIRSI-0004164	11/1/2019	PLANIT POLICE 1 YEAR SUB\$	1,555.00	1,555.00

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50785	11/5/2019	03015	U.S. BANK CORPORATE PMT	10/22/19	Abellan	3,968.62	
				10/22/19	De Leo	2,009.21	
				10/22/19	Gotelli	387.90	
				10/22/19	Lin	116.41	
50786	11/5/2019	03164	EDGEWORTH INTEGRATION I19352	9/16/2019	BOX INCH, WBOX 20" LCD 10	1,323.00	6,482.14
				9/12/2019	NEW CAMERA AT TOWN HAL	1,190.94	
				9/12/2019	INSTALL PANIC BUTTON AND	613.13	
50787	11/5/2019	03200	IBEX ENTERPRISES, RESOUF30910	10/28/2019	BALANCE DUE 15 CHAIRS FC	2,396.89	3,127.07
50788	11/5/2019	03241	JUAREZ, LETTY	10/29/2019	REIMBURSEMENT FOR DIVIC	41.06	2,396.89
				10/07/19	Reimbu	12.00	53.06
50789	11/5/2019	03273	THE HOME DEPOT PRO	10/17/2019	REIMBURSEMENT FOR HEAL	98.89	98.89
50790	11/5/2019	03281	GACHINA LANDSCAPE MANA(F172898	10/21/2019	CREDIT CARD PURCHASE	1,800.00	1,800.00
50791	11/5/2019	03292	ALLIED 100, LLC, DBAAED SU1506905	10/21/2019	WORK ORDER #42754	1,408.31	1,408.31
50792	11/5/2019	03303	EARTH SHELTER DEVELOPEF2	10/22/2019	DEFIBTECH LIFELINE AED	1,469.70	1,469.70
50793	11/5/2019	03311	PLANCARTE, GABRIELA	10/28/2019	RELEASE RETENTION ON IN	300.00	300.00
11052019	11/5/2019	00282	CALIFORNIA PUBLIC EMPLOY1000000158364;	11/1/2019	10.28.19 DEPOSIT REFUND MEDICAL INSURANCE	5,080.75	5,080.75

Sub total for TRI COUNTIES BANK: 252,396.77

35 checks in this report.

Grand Total All Checks:

252,396.77

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50794	11/8/2019	01340	NAVIA BENEFIT SOLUTIONS 11082019 B&M F	11/8/2019	FLEX 125 PLAN: PAYMENT	608.84	608.84
50795	11/8/2019	01375	NATIONWIDE RETIREMENT S 11082019 B defc	11/8/2019	NATIONWIDE: PAYMENT	4,750.00	
			11082019M defc	11/8/2019	NATIONWIDE: PAYMENT	950.00	5,700.00
50796	11/8/2019	02377	CALIFORNIA STATE DISBURS 11082019 B - wq	11/8/2019	WAGE GARNISHMENT: PAYM	871.38	871.38
94061	11/8/2019	00521	UNITED STATES TREASURY 11082019 M Fed	11/8/2019	FEDERAL TAX: PAYMENT	911.88	911.88
94062	11/8/2019	01360	VANTAGE TRANSFER AGENT 11082019M ICM	11/8/2019	ICMA CONTRIBUTION: PAYME	464.42	464.42
94063	11/8/2019	00631	P.E.R.S. 11082019 M -Pe	11/8/2019	PERS MISC NON-TAX: PAYME	660.21	660.21
94064	11/8/2019	00282	CALIFORNIA PUBLIC EMPLOY 11082019 M-Hee	11/8/2019	ANTHEM TRADITIONAL: PAYM	7,348.84	7,348.84
94065	11/8/2019	00130	EMPLOYMENT DEVELOPME 11082019 B&M C	11/8/2019	CALIFORNIA STATE TAX: PAY	12,232.90	12,232.90
94066	11/8/2019	00521	UNITED STATES TREASURY 11082019 B Fed	11/8/2019	FEDERAL TAX: PAYMENT	49,676.35	49,676.35
94067	11/8/2019	00282	CALIFORNIA PUBLIC EMPLOY 11082019 BHeal	11/8/2019	ANTHEM TRADITIONAL: PAYM	62,395.16	62,395.16
94068	11/8/2019	00631	P.E.R.S. 11082019 B Pers	11/8/2019	PERS - BUYBACK: PAYMENT	43,737.93	43,737.93
94069	11/8/2019	01360	VANTAGE TRANSFER AGENT 11082019 B ICM	11/8/2019	ICMA CONTRIBUTION: PAYME	4,937.08	4,937.08
94070	11/8/2019	00068	COLMA PEACE OFFICER'S 11082019 B PO/	11/8/2019	COLMA PEACE OFFICERS: P/	600.21	600.21

Sub total for TRI COUNTIES BANK: 190,145.20

13 checks in this report.

Grand Total All Checks: 190,145.20

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50797	11/12/2019	00003	8026	10/31/2019	JSB INSTALL NEW POLE AND	2,545.00	2,545.00
50798	11/12/2019	00013	October 2019	10/31/2019	TIRE SERVICE	1,882.80	1,882.80
50799	11/12/2019	00051	October 2019	10/25/2019	WATER BILL	7,099.29	7,099.29
50800	11/12/2019	00172	GR(1261B Surety Re	11/6/2019	1261B SURETY RELEASE (09,	5,000.00	5,000.00
50801	11/12/2019	00174	HOME DEPOT CREDIT SERV	10/30/2019	PW SUPPLY PURCHASES	1,180.03	1,180.03
50802	11/12/2019	00307	PACIFIC GAS & ELECTRIC	10/30/2019	PG&E	180.07	180.07
50803	11/12/2019	00364	SMC SHERIFF'S OFFICE	9/30/2019	LAB FEES	1,080.00	1,080.00
50804	11/12/2019	00388	SONITROL	11/1/2019	MONTHLY MONITORING	1,109.81	1,109.81
50805	11/12/2019	00411	TURBO DATA SYSTEMS	10/31/2019	CITATION PROCESSING	353.80	353.80
50806	11/12/2019	00414	TERMINEX INTERNATIONAL	11/12/2019	PEST CONTROL	209.00	
			391097721	11/12/2019	601 F St.	70.00	279.00
50807	11/12/2019	00623	ARAMARK	10/31/2019	UNIFORM SERVICE	432.24	
			Oct 2019	10/31/2019	FIRST AID SUPPLIES COMM	130.40	562.64
50808	11/12/2019	00649	DAVEY TREE EXPERT COMP	10/28/2019	1500 COLLINS TREE PRUNIN	1,950.00	1,950.00
50809	11/12/2019	00830	STAPLES BUSINESS CREDIT	10/25/2019	OFFICE SUPPLIES	787.70	787.70
50810	11/12/2019	01037	COMCAST CABLE	November 2019	8155 20 022 0094769 TOWN C	15,561.40	
			11/02/19-12/01/1	10/27/2019	8155 20 022 0097069 INTERNI	293.42	15,854.82
50811	11/12/2019	01184	PENINSULA UNIFORMS & EQ	10/31/2019	UNIFORMS	959.07	959.07
50812	11/12/2019	01340	NAVIA BENEFIT SOLUTIONS	10/31/2019	SECTION 125 PARTICIPANT 8	90.00	90.00
50813	11/12/2019	01367	DUO DANCE ACADEMY	11/7/2019	DANCE CLASSES	780.00	780.00
50814	11/12/2019	01687	UNITED SITE SERVICES OF	10/31/2019	STANDARD AND REGULAR SI	160.24	160.24
50815	11/12/2019	01831	DEL ROSARIO, JOANNE F.	11/4/2019	11.04.19 DEPOSIT REFUND	50.00	50.00
50816	11/12/2019	02144	DOMINIC A. DE LUCCA DBA	11/6/2019	TAE KWON DO	700.00	700.00
50817	11/12/2019	02216	RAMOS OIL CO. INC.	10/31/2019	PD GASOLINE PURCHASES 2	2,065.40	
			662606	10/10/2019	PD GASOLINE PURCHASES 1	1,879.34	5,869.81
			659505	10/20/2019	PD GASOLINE PURCHASES 1	1,876.41	300.00
			661037	10/20/2019	RECREATION GASOLINE PUF	48.66	800.00
			661491	11/4/2019	11.04.19 DEPOSIT REFUND	300.00	800.00
50818	11/12/2019	02509	DELEON, ARISTOTLE	11/7/2019	COOKING CLASSES	531.63	531.63
50819	11/12/2019	02623	BLOEBAUM, CYNTHIA	November 7, 20	2 EACH: STREET SIGNS FOR	50,238.62	54,528.62
50820	11/12/2019	02637	Z.A.P. MANUFACTURING INC.	10/26/2019	SERRAMONTE BLVD & COLLI	4,290.00	45.00
50821	11/12/2019	02676	DYETT & BHATIA, URBAN AN	10/26/2019	SERRAMONTE BLVD & COLLI	45.00	400.00
			17-552-19	11/1/2019	FIRE ALARM	400.00	
			20423	10/30/2019	RIMS INTERNET W/SSF		
			103745301-0006				
50822	11/12/2019	02787	AECO SYSTEMS, INC.				
50823	11/12/2019	02799	WAVE				



Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50824	11/12/2019	02846	2001734.003	11/4/2019	11.04.19 DEPOSIT REFUND	50.00	50.00
50825	11/12/2019	02909	Oct 25 & Nov 4,	11/7/2019	OCT 25, 2019 TARGET REIMB	128.78	128.78
50826	11/12/2019	03034	115707	10/31/2019	FLEX PROCESSING FEES	175.00	175.00
50827	11/12/2019	03173	PLAN-2019-329	11/6/2019	CLAIMS	999.00	999.00
50828	11/12/2019	03312	RODRIGUEZ, JESSE TORRES	Dec 14, 2019	DEC 14, 2019 HOLIDAY PART	3,500.00	3,500.00
50829	11/12/2019	03313	PHAM, HUYEN	11/7/2019	DEC 14, 2019 25 FLORAL TAB	1,000.00	1,000.00
50830	11/12/2019	03314	SOLORZANO, CARLOS	11/6/2019	DEC 14, 2019 DJ & MUSIC, PT	900.00	900.00
<b>Sub total for TRI COUNTIES BANK:</b>						<b>111,832.11</b>	

34 checks in this report.

Grand Total All Checks:

111,832.11

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50831	11/19/2019	00020	ASSOCIATED SERVICES INC	119110447	11/1/2019	RENTAL	40.00
				119110446	11/1/2019	Spring Water 5 Gal	9.00
50832	11/19/2019	00057	CINTAS CORPORATION #2	Oct 2019	11/18/2019	OUTSIDE & INSIDE MATS AT	468.78
50833	11/19/2019	00112	DEPARTMENT OF JUSTICE	415358	11/5/2019	HR ACCOUNT #145931	49.00
50834	11/19/2019	00181	IEDA	22769	11/1/2019	LABOR RELATIONS CONSUL	1,469.00
50835	11/19/2019	00280	OFFICE DEPOT, INC.	397073476001	11/13/2019	OFFICE SUPPLIES	100.06
				397238025001	11/1/2019	OFFICE SUPPLIES	9.31
50836	11/19/2019	00307	PACIFIC GAS & ELECTRIC	11/07/2019	11/7/2019	PG&E	5,252.77
50837	11/19/2019	00345	SMC SHERIFF'S OFFICE	Dec 9-12, 2019	11/18/2019	DEC 9-12, 2019 MERCADO CF	275.00
50838	11/19/2019	00412	TELECOMMUNICATIONS ENG46267		11/10/2019	Facilities Mgmt & Maintenance	1,328.00
50839	11/19/2019	00500	SMC CONTROLLERS OFFICE October 2019		11/6/2019	ALLOCATION OF PARKING PE	1,486.20
50840	11/19/2019	00534	SMC INFORMATION SERVICE:1YCL11910		11/12/2019	MICRO CHANNEL & LINES	667.12
50841	11/19/2019	00623	ARAMARK	860095827	10/31/2019	FIRST AID SUPPLIES TOWN F	130.32
				860095830	10/31/2019	FIRST AID SUPPLIES CORP Y	65.20
				860095829	10/31/2019	FIRST AID SUPPLIES STERLII	65.20
				860095828	10/31/2019	FIRST AID SUPPLIES PD	65.20
50842	11/19/2019	00649	DAVEY TREE EXPERT COMP	914149165	8/23/2019	TREE PRUNING 99 SERRAMC	4,400.00
				897	11/1/2019	TREE PRUNING 450 CLARK,	2,100.00
50843	11/19/2019	00794	GOOMBAH'S EMBROIDERY	897	11/12/2019	4 (2XL) BLACK HANES ULTIM,	157.62
50844	11/19/2019	01030	STEPFORD, INC.	1901795	10/20/2019	NEW COMPUTERS: TOWN H	8,972.58
50845	11/19/2019	01183	BEST BEST & KRIEGER LLP	863306	11/12/2019	CITY ATTORNEY SERVICES	19,315.00
				863308	11/12/2019	EMPLOYEE BENEFITS/TAX	1,723.90
				863307	11/12/2019	CITY ATTORNEY SPECIAL SE	216.30
				863309	11/12/2019	TELECOMMUNICATIONS	92.70
50846	11/19/2019	01399	WESTLAKE ECO SOFT TOUCH	October 2019	11/1/2019	PD CAR WASH	17.95
50847	11/19/2019	01414	VERANO HOMEOWNERS ASS	12	11/18/2019	VERANO OWNERS ASSOCIAI	320.00
50848	11/19/2019	01430	LSA ASSOCIATES, INC.	168061	10/9/2019	SEPT 2019 MISSION RD BICY	873.75
50849	11/19/2019	01457	BATERINA, BARBARA	2001736.003	11/13/2019	11.13.19 DEPOSIT REFUND	50.00
50850	11/19/2019	01565	BAY CONTRACT MAINTENAN	November 2019	11/10/2019	JANITORIAL SERVICES	10,663.93
50851	11/19/2019	02179	HUB INTERNATIONAL OF CA	October 2019	11/7/2019	INSURANCE EVENTS	390.30
				Sept 2019	10/15/2019	INSURANCE EVENTS	260.20
50852	11/19/2019	02392	MIG	0061087	10/15/2019	SEPT 2019 COLMA MISSION F	1,678.75
50853	11/19/2019	02674	KINGSTON MEDIA	1398	11/13/2019	COMPLETE VIDEO PRODUCT	15,000.00
50854	11/19/2019	02718	GUERRERO, SAUL	Oct 20-25, 2019	11/12/2019	OCT 20-25, 2019 MEAL & MILE	320.30

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50855	11/19/2019	02765	SI36779	10/30/2019	UNIT 3 TROUBLE SHOOT INT	90.00	
			SI36783	10/30/2019	UNIT 4 TROUBLE SHOOT INT	90.00	180.00
50856	11/19/2019	02827	CORODATA SHREDDING, INC.	10/31/2019	STORAGE, PICKUP/DELIVER	53.41	53.41
50857	11/19/2019	02848	UNITED COACH TOURS	9/11/2019	12/14/19 BUS 1-3 COLMA TO S	2,332.00	2,332.00
50858	11/19/2019	03005	RUAN, JAVIER	11/13/2019	11.13.19 DEPOSIT REFUND	50.00	50.00
50859	11/19/2019	03061	NORTH BAY PETROLEUM	10/31/2019	PW GAS PURCHASES	441.38	441.38
50860	11/19/2019	03208	AAA BUSINESS SUPPLIES & IN	11/8/2019	CREAMER, DAIRY, HALF&HAI	107.52	107.52
50861	11/19/2019	03273	THE HOME DEPOT PRO	11/7/2019	PAPER PRODUCTS	759.87	759.87
50862	11/19/2019	03281	GACHINA LANDSCAPE MANA	11/1/2019	MAINTENANCE CONTRACT	13,398.93	13,398.93
50863	11/19/2019	03315	BROOKWATER, INC.	11/1/2019	WAIVER OF SUBROGATION A	250.00	250.00
50864	11/19/2019	03316	HIGASHI, DARYL	11/14/2019	11.14.19 DEPOSIT REFUND	200.00	200.00
<b>Sub total for TRI COUNTIES BANK:</b>						<b>95,806.55</b>	

34 checks in this report.

Grand Total All Checks: 95,806.55

Bank : first TRI COUNTIES BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
50865	11/19/2019	03034	FLEX ADVANTAGE	11/20/2019	HEALTH REIMBURSEMENT A	44,780.25	44,780.25
<b>Sub total for TRI COUNTIES BANK:</b>						44,780.25	44,780.25

1 checks in this report.

Grand Total All Checks:

44,780.25

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50866	11/22/2019	00047	11222019 B clea	11/22/2019	CLEA: PAYMENT	269.50	269.50
50867	11/22/2019	01340	11222019 B fsa	11/22/2019	FLEX 125 PLAN: PAYMENT	608.84	608.84
50868	11/22/2019	01375	11222019 B defc	11/22/2019	NATIONWIDE: PAYMENT	4,850.00	4,850.00
50869	11/22/2019	02224	11222019 B Life	11/22/2019	LIFE INSURANCE: PAYMENT	1,062.50	1,062.50
50870	11/22/2019	02377	11222019 B wg	11/22/2019	WAGE GARNISHMENT: PAYM	871.38	871.38
94073	11/22/2019	00130	11222019 B Cal	11/22/2019	CALIFORNIA STATE TAX: PAY	11,376.09	11,376.09
94074	11/22/2019	00521	11222019 B fed	11/22/2019	FEDERAL TAX: PAYMENT	44,727.99	44,727.99
94075	11/22/2019	00631	11222019 B PEF	11/22/2019	PERS - BUYBACK: PAYMENT	43,939.41	43,939.41
94076	11/22/2019	01360	11222019 B ICM	11/22/2019	ICMA CONTRIBUTION: PAYME	4,946.14	4,946.14
94077	11/22/2019	00068	11222019 B CLE	11/22/2019	COLMA PEACE OFFICERS: P/	600.21	600.21

Sub total for TRI COUNTIES BANK: 113,252.06



10 checks in this report.

Grand Total All Checks: 113,252.06

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
50871	11/26/2019	00004		11/13/2019	C3-A/B-12-10-TS-01	1,647.04	1,647.04
50872	11/26/2019	00051	000013900782	11/8/2019	CALIFORNIA WATER SERVICE1727052702	189.17	189.17
50873	11/26/2019	00057	October 2019	10/31/2019	1727052702 JSB ACROSS FR	1,394.84	1,394.84
50874	11/26/2019	00071	09/28/19-10/25/1	11/15/2019	OCT 2019 STERLING PARK	132,250.32	132,250.32
50875	11/26/2019	00117	DELTA DENTAL OF CALIFORN	12/1/2019	CSG	13,174.00	13,174.00
50876	11/26/2019	00220	LC ACTION POLICE SUPPLY, I	11/19/2019	DENTAL INSURANCE	1,004.60	1,004.60
50877	11/26/2019	00307	PACIFIC GAS & ELECTRIC	11/15/2019	SBA-SX02-3A VEST W/BLACK	3,436.76	3,436.76
50878	11/26/2019	00432	VISION SERVICE PLAN	11/19/2019	1918250367-2 1198 EL CAMIN	1,106.39	1,106.39
50879	11/26/2019	00866	LOPEZ, HADA	11/18/2019	VISION SERVICE PLAN	50.00	50.00
50880	11/26/2019	01036	MANAGED HEALTH NETWORK	11/16/2019	11.18.19 DEPOSIT REFUND	99.20	99.20
50881	11/26/2019	01037	COMCAST CABLE	11/7/2019	EMPLOYEE ASSISTANCE PRG	108.42	108.42
50882	11/26/2019	01238	VEGA, MARTA	11/12/2019	8155 20 022 0096715 601 F ST	54.70	163.12
50883	11/26/2019	01370	VERIZON WIRELESS SERVICE	11/18/2019	8155 20 022 0188769 HD TECI	275.00	275.00
50884	11/26/2019	01565	BAY CONTRACT MAINTENAN	11/15/2019	11.18.19 DEPOSIT REFUND	1,625.83	1,625.83
50885	11/26/2019	01569	DARLING INGREDIENTS INC.,	11/14/2019	CELL PHONE SERVICE	360.00	360.00
50886	11/26/2019	01829	GOVERNMENT FINANCE OFF	9/28/2019	1520 HILLSIDE GLASS WASH	23.00	23.00
50887	11/26/2019	02128	CA LAW ENFORCEMENT ASS	10/29/2019	TRAP SERVICE	160.00	160.00
50888	11/26/2019	02183	EWING IRRIGATION PRODUC	10/10/2019	12/01/19-11/30/20 #300191309	50.00	50.00
50889	11/26/2019	02224	STANDARD INSURANCE COM	11/13/2019	2020 ACTIVE DUES MEMBER	637.47	637.47
50890	11/26/2019	02386	VIBO MUSIC SCHOOL	11/14/2019	4 STA-CONTROLLER	230.00	230.00
50891	11/26/2019	02499	GE CAPITAL INFORMATION	11/19/2019	LIFE INSURANCE	3,244.00	3,244.00
50892	11/26/2019	02639	NOR CAL PRESSURE WASHE	11/14/2019	MUSIC LESSONS	1,368.87	1,368.87
50893	11/26/2019	02787	AECO SYSTEMS, INC.	11/14/2019	ADMIN COPY MACHINE RENT	512.58	1,881.45
50894	11/26/2019	03101	PARADA, RENE	11/13/2019	ADMIN COPY MACHINE RENT	1,092.01	1,092.01
50895	11/26/2019	03184	FLYNN, FIONA	11/11/2019	ANT24, HYDRO TWISTER 24"	270.00	270.00
50896	11/26/2019	03191	MAZE & ASSOCIATES	11/18/2019	ASSIST WITH ELEVATOR TES	300.00	300.00
50897	11/26/2019	03258	SAN FRANCISCO HARLEY-DAN	11/20/2019	11.18.19 DEPOSIT REFUND	1,150.00	1,150.00
50898	11/26/2019	03281	GACHINA LANDSCAPE MANA	11/21/2019	YOGA	5,735.00	5,735.00
50899	11/26/2019	03287	WAYMAN, LAURA	10/31/2019	2020 HD FLHTP HARLEY 1HD	35,954.44	35,954.44
50900	11/26/2019	03317	IPROJECTSOLUTIONS LLC	11/19/2019	IRRIGATION CONTROLLER D	475.33	475.33
				11/12/2019	NOV 19, 2019 2 HOUR PRESE	250.00	250.00
				11/12/2019	50% DEPOSIT FM WORKSTA	7,824.00	7,824.00

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Sub total for TRI COUNTIES BANK: 216,052.97

30 checks in this report.

Grand Total All Checks: 216,052.97



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donahue, Director of Public Works  
 Chai Lor, Building Official  
 Christopher J. Diaz, City Attorney  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: December 11, 2019  
 SUBJECT: Colma Building Codes

## RECOMMENDATION

Staff recommends that the City Council take the following actions:

(1) Introduce the following ordinance by title only with direction to staff to include all noticed publication dates and January 8, 2020 as the public hearing date in Article I, Sections (j) and (k):

AN ORDINANCE AMENDING CHAPTER 5, SUBCHAPTER 4 OF THE TOWN OF COLMA MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2019 CALIFORNIA BUILDING CODE, THE 2019 CALIFORNIA RESIDENTIAL CODE, THE 2019 CALIFORNIA ELECTRICAL CODE, THE 2019 CALIFORNIA MECHANICAL CODE, THE 2019 CALIFORNIA PLUMBING CODE, THE 2019 CALIFORNIA FIRE CODE, THE 2019 CALIFORNIA ENERGY CODE, THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2019 CALIFORNIA HISTORICAL BUILDING CODE, THE 2019 CALIFORNIA EXISTING BUILDING CODE AND THE 2019 CALIFORNIA REFERENCED STANDARDS CODE; THE 1997 EDITION OF THE UNIFORM HOUSING CODE; AND THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN ADDITIONS, AMENDMENTS, AND DELETIONS;

(2) Waive a further reading of the ordinance; and

(3) Schedule a public hearing for January 8, 2020.

## EXECUTIVE SUMMARY

The State mandates that the building and construction codes are updated every three years in all cities and counties throughout the state. The State published the 2019 California

Building Standards Code on July 1, 2019, which will become effective statewide on January 1, 2020.

The proposed ordinance would adopt the following model codes as the Colma Building Codes:

- 2019 California Building Code
- 2019 California Electrical Code
- 2019 California Mechanical Code
- 2019 California Plumbing Code
- 2019 California Energy Code
- 2019 California Residential Code
- 2019 California Green Building Standards Code
- 2019 California Fire Code
- 2019 California Referenced Standards Code
- 2019 California Existing Building Code
- 2019 California Historical Building Code
- 1997 Uniform Housing Code, and
- 2018 International Property Maintenance Code

The new codes will make buildings safer, more energy efficient and more sustainable.

## **FISCAL IMPACT**

Adoption of this ordinance has no fiscal impact on the Town's finances.

## **BACKGROUND**

The California Health and Safety Code requires local governments to adopt the most recent editions of the model codes related to construction. Alternatively, if a local government chooses not to adopt the most recent model code, the codes adopted by the California Building Standards Commission become applicable to the local jurisdiction. The Town last adopted the model codes in 2013. Meanwhile, the Town's Building Official has been applying the model codes to all construction activities requiring any type of building permit.

The California Building Standards Commission adopts and amends the model codes every three years and then publishes them as the California Building Standards Code (Title 24 California Code of Regulations). The 2019 Edition of the California Code of Regulations, Title 24, should now be adopted by the Town:

- 2019 California Building Code
- 2019 California Electrical Code
- 2019 California Mechanical Code
- 2019 California Plumbing Code
- 2019 California Energy Code
- 2019 California Residential Code
- 2019 California Green Building Standards Code
- 2019 California Fire Code
- 2019 California Referenced Standards Code
- 2019 California Existing Building Code
- 2019 California Historical Building Code

In addition to the California Building Standards Code, cities and towns can adopt other model codes not included within the California Building Standards Code to assist in its implementation. For example, staff recommends that the Town adopt the 1997 Edition of the Uniform Housing Code and the 2018 edition of the International Property Maintenance Code.

The Town may adopt amendments to the state-approved codes. However, any changes to the State amended code must be more restrictive than the state codes, filed with and approved by the California Building Standards Commission, and must be necessary because of local climatic, geographic or topographical conditions.

## **ANALYSIS**

The new 2019 state codes will make buildings and structures safer, more efficient and sustainable. The proposed ordinance will adopt the State-amended codes with amendments based on local conditions.

Staff have also been working on reach codes that will amend parts of the 2019 California Building Standards Code along with Peninsula Clean Energy. The Town held a presentation and study session, and the City Council directed staff to explore the reach codes further. Staff will be coming back with a proposed reach code ordinance in early 2020.

### **Amendment to California Fire Code**

The Town is adopting the 2019 California Fire Code with the same amendments adopted by the Colma Fire Protection District. The amendments include requirements that all premises must have identification numbers that meet specified size requirements and all new buildings that meet certain specified criteria must be equipped with automatic sprinkler systems.

## **SPECIAL PROCEDURE**

Government Code Section 50022.3 established the following procedure for adopting another code by reference, which is different from the usual procedure in adopting ordinances. At the first meeting to consider the ordinance, the Council should introduce the ordinance, waive a further reading, and order a public hearing to be conducted. Notice of the public hearing must be published twice in a local newspaper at least 14 days before the public hearing. The Ordinance may be adopted at the conclusion of the public hearing. Staff suggests that the public hearing and adoption be scheduled for the January 8, 2020 regular meeting.

## **Values**

Acting to protect the health and safety of building occupants is the best indicator of a responsible action by the Council. Adopting the 2019 state codes as the Colma Building Codes, with the proposed local amendments, will make buildings safer, more efficient and will help to preserve the Town's resources.

## **Sustainability Impact**

Adoption of the new codes, which include the 2019 California Energy Code and the 2019 California Green Building Standards Code, is consistent with the Town's sustainability goals.

## **Alternatives**

An alternative would be to not adopt the ordinance. In that case, the codes adopted by the California Building Standards Commission would become applicable to all construction in the Town without local amendments.

## **CONCLUSION**

The Council should introduce and read the title of the ordinance, waive a further reading of the ordinance, and order a public hearing on the ordinance for January 8, 2019.

## **ATTACHMENTS:**

- A. Ordinance



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

**AN ORDINANCE AMENDING CHAPTER 5, SUBCHAPTER 4 OF THE TOWN OF COLMA MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2019 CALIFORNIA BUILDING CODE, THE 2019 CALIFORNIA RESIDENTIAL CODE, THE 2019 CALIFORNIA ELECTRICAL CODE, THE 2019 CALIFORNIA MECHANICAL CODE, THE 2019 CALIFORNIA PLUMBING CODE, THE 2019 CALIFORNIA FIRE CODE, THE 2019 CALIFORNIA ENERGY CODE, THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2019 CALIFORNIA HISTORICAL BUILDING CODE, THE 2019 CALIFORNIA EXISTING BUILDING CODE AND THE 2019 CALIFORNIA REFERENCED STANDARDS CODE; THE 1997 EDITION OF THE UNIFORM HOUSING CODE; AND THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN ADDITIONS, AMENDMENTS, AND DELETIONS**

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

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**ARTICLE 1. FINDINGS, PURPOSE AND AUTHORITY**

The City Council of the Town of Colma finds:

- (a) Pursuant to Government Code Section 50022.1 et seq., the Town may adopt by reference the California Building Standards Code, 2019 Edition as provided in Title 24 of the California Code of Regulations, and other codes, including, without limitation, the 1997 Uniform Housing Code and the 2018 International Property Maintenance Code.
- (b) The California Building Standards Commission ("Commission") recently adopted the 2019 Edition of the California Building Standards Code.
- (c) California Health and Safety Code Sections 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions.
- (d) Title 25, section 52 of the California Code of Regulations empowers the Town to use its own abatement procedures so long as these procedures are equivalent to the procedures contained in Title 25 sections 48 through 70 of the California Code of Regulations, and provided such procedures provide an efficient and effective procedure for the abatement of substandard conditions with fairness to both owners and residents.
- (e) The 1997 Uniform Housing Code and the 2018 International Property Maintenance Code provide efficient and effective procedures for the abatement of substandard buildings, structures and nuisances that are fair and equitable to both owners and residents and are equivalent to the procedures contained in Title 25 of the California Code of Regulations to serve the purpose intended therein.

(f) The City Council desires to adopt the 2019 edition of the California Building Standards Code, Title 24 of the California Code of Regulations, consisting of the 2019 California Building Code (incorporating and amending the 2018 International Building Code), the 2019 California Residential Code (incorporating and amending the 2018 International Residential Code), the 2019 California Electrical Code (incorporating and amending the 2017 National Electrical Code), the 2019 California Mechanical Code (incorporating and amending the 2018 Uniform Mechanical Code), the 2019 California Plumbing Code (incorporating and amending the 2018 Uniform Plumbing Code), the 2019 California Fire Code (incorporating and amending the 2018 International Fire Code), the 2019 California Energy Code, the 2019 California Green Building Standards Code, the 2019 California Historical Building Code, the 2019 California Existing Building Code, and the 2019 California Referenced Standards Code; the 1997 Edition of the Uniform Housing Code; and the 2018 International Property Maintenance Code for safety, health and welfare relating to property maintenance within the Town of Colma, (collectively, the "Codes"); together with the necessary amendments to assure the Codes are tailored to the particular safety needs of the Town as required by its unique climatic, geological and topographical conditions.

(g) The following local climatic, geographic or topographical conditions make it necessary to amend the Codes:

(1) *Topography.* A large portion of the Town's residential community is built on hills, with roadways less than the required width which tend to slow response times for fire apparatus, and this same terrain complicates firefighter access to those buildings. Numerous areas are heavily treed with thick vegetative undergrowth, creating increased fuel loading during the summer months.

(2) *Geography.* Colma is located in Seismic Zone D and within two (2) miles of the San Andreas fault. There are two large underground tunnels that run the full length of the Town for the Bay Area Rapid Transit System (BART) as well as two underground sixty (60) inch diameter forced water mains that run parallel to the Bart tunnels. These two features are separated by a regional state thoroughfare, El Camino Real. Failure of either underground system will disrupt traffic flow through the town and further hamper First Responder efforts.

(3) *Climate.* Colma is subject to frequent periods of heavy fog, limiting visibility. This same fog contains salt which has a deleterious effect on metals including exterior electrical service cabinets and conduits.

(4) Amendments.

The below table provides the express findings and determinations (where necessary pursuant to California Health & Safety Code Sections 17958, 17958.7 and/or 18941.5) justifying the Town of Colma's amendments to the 2019 California Building Standards Code as reasonably necessary because of local climatic, geologic or topographic conditions.

<u>Section</u>	<u>Caption</u>	<u>Finding</u>
California Building Code Section 1008.3	Emergency Power for Illumination	Topography and Geography

California Residential Code Section R313	Automatic Fire Sprinkler Systems	Topography and Geography
California Fire Code Section 505.1	Address Identification	Topography and Climate
California Fire Code Section 507.5.7	Fire Hydrant Standards	Topography
California Fire Code Section 507.5.8	Identification of Hydrants	Topography and Climate
California Fire Code Section 903.2	Where Required	Topography and Geography
California Fire Code Section 903.2.11.7	Fire Walls	Topography and Geography
California Fire Code Section 903.3.1.3.1	Installation Requirements	Administrative
California Fire Code Section 903.4.2	Alarms	Topography and Geography
California Fire Code Section 903.4.3	Floor Control Valves	Topography and Geography
California Fire Code Section 907	Fire Alarm and Detection Systems	Topography and Geography
California Fire Code 1008.3	Emergency Power for Illumination	Topography and Geography

(i) The changes and modifications made to the Codes not listed in the table are necessary for administrative clarification and to establish administrative standards for the effective enforcement of the building standards of the Town of Colma and do not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5.

(j) The Town published notice of a public hearing pursuant to California Government Code Section 6066 on [REDACTED], and [REDACTED].

(k) The Town held a public hearing on [REDACTED], at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein.

(l) At least one copy of each of the Codes adopted by reference by this ordinance were available for public inspection at the office of the City Clerk fifteen (15) days preceding the public hearing pursuant to Government Code Section 50022.6.

(m) Any and all other legal prerequisites relating to the adoption of this ordinance have occurred.

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**ARTICLE 2. SUBCHAPTER 5.04 AMENDED**

Sections 5.04.010 to 5.04.250 of subchapter 5.04 of the Colma Municipal Code are hereby repealed and restated in its entirety to read as provided herein. Sections 5.04.260 to 5.04.350 remain unchanged.

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**ARTICLE 3. SUBCHAPTER 5.04, DIVISION 1 - GENERAL**

The following sections are added to subchapter 5.04, Building and Construction Regulations, of the Colma Municipal Code as "Division 1 – General."

**Subchapter 5.04 - Building and Construction Regulations**

*Division 1: General*

**5.04.010 Application.**

(a) The provisions of this subchapter shall hereafter apply to the construction, alteration, moving, repair and use or maintenance of any building or structure, site, and the equipment therein, within the Town of Colma, and shall be known as the "Colma Building Codes".

(b) The Colma Building Codes shall be the primary source of regulations for the construction, addition to, alteration, repairs, relocations, or reconstruction of any building or any portion thereof including any electrical, mechanical, gas, plumbing, or fire protection equipment installed on any property or used on or within any building, and for the maintenance of existing buildings. It shall be unlawful for any person to perform any of the above in conflict with the provisions of this subchapter and the codes referred to in herein.

**5.04.020 Conflicts with Other Laws, Rules, etc.**

In the event of any conflict between the Colma Building Codes and any law, rule or regulation of the State of California, that requirement which establishes the higher standard of safety shall govern.

**5.04.030 Titles.**

The term, "Colma Building Codes," means the collection of laws and regulations described in this subchapter, while the term, "Colma Building Code," refers to the particular code adopted by section 5.04.050 of this subchapter.

**5.04.040 [Reserved].**

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**ARTICLE 4. SUBCHAPTER 5.04, DIVISION 2 – COLMA BUILDING CODES**

The following sections are added to subchapter 5.04 of the Colma Municipal Code as "Division 2 – Colma Building Codes."

## *Division 2: Colma Building Codes*

### **5.04.050 Colma Building Code Adopted**

The 2019 Edition of the California Building Code, contained in Part 2 of Title 24 of the California Code of Regulations, which incorporates and amends the 2018 Edition of the International Building Code published by the International Code Council, together with Chapter 1, and with the changes, additions, and deletions set forth in the following section, is hereby adopted by reference as the Colma Building Code.

### **5.04.060 Administration of Colma Building Code**

The following provisions of the California Building Code are hereby amended as follows:

(a) *Section 1.11.2.1 Amended.*

Item 1 of Section 1.11.2.1 of Chapter 1, Division I is amended to read: The Town of Colma specifically delegates the enforcement of building standards adopted by the State Fire Marshal, and published in the Building Standards Code relating to fire and panic safety and other regulations of the State Fire Marshal, as they relate to Group R-3 Occupancies (one and two family dwellings) to the Building Official of Town of Colma.

(b) *Section 101.1 Amended.*

Section 101.1 of Chapter 1, Division II is amended to state as follows: "These regulations shall be known as the Colma Building Code, hereinafter referred as 'this code'."

(c) *Section 103 Amended.*

The term "Department of Building Safety" in Section 103 of Chapter 1 Division II of the California Building Code, as well as all other codes adopted in this subchapter where the term appears, refers to the Building Department of the Town of Colma.

(d) *Section 103.2 Amended.*

Section 103.2 is amended to state as follows: "The Building Official shall be appointed by the City Manager."

(e) *Section 105.5 Amended.*

Section 105.5, "Expiration," is amended to state as follows:

105.5 Expiration.

(a) Every permit issued by the Building Official, or his or her designee, under the provisions of his Code shall expire by limitation and become null and void if:

- (1) the building or work authorized by such permit is not commenced within twelve (12) months from the date of such permit;

(2) the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days

(b) For permits where work has not commenced, a renewed permit may be obtained provided that: (1) no changes have been made or will be required in the original plans and specifications for such work; (2) the expiration has not exceeded two (2) years from the original issuance date; (3) the project would not be impacted by a change in the current adopted codes, and; (4) the applicant pays a reactivation fee equal to one half the amount of the original permit fee.

(c) For permits where work had commenced and was subsequently suspended or abandoned, a renewed permit may be obtained provided that: (1) No changes have been made or will be required in the original plans and specifications for such work; (2) the expiration has not exceeded two (2) years from the original issuance date; and (3) a fee equal to one half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point whereby only a final inspection is required, a fee equal to one quarter the amount required for a new permit shall be paid.

(f) *Section 109.2 Amended.*

Section 109.2, "Schedule of Permit Fees," is amended to state as follows:

For any work on buildings or structures which requires a permit and/or plan review, fees shall be paid in accordance with Resolutions and Ordinances that are established by action of the City Council of the Town of Colma.

(g) *Section 109.4 Amended.*

Section 109.4, "Work Commencing Before Permit Issuance," is amended by adding thereto the following paragraph:

That fee, for commencing work prior to permit issuance, may be equal to up to ten times the permit fee to a maximum amount of \$ 5,000.00 as determined by the Building Official. This fee is in addition to the permit costs and any additional investigative fees.

(h) *Section 110.1 Amended.*

Section 110.1, "General," is amended by adding the following to the end:

When required, Survey Stakes shall be provided prior to first inspection, and maintained so they are clearly visible until after the Certificate of Occupancy has been issued.

(i) *Section 1008.3.3 Amended.*

Section 1008.3.3, "Rooms and Spaces," is amended by adding thereto the following:

6. All bathrooms, and paths of egress from those bathrooms to an exit discharge.

(j) *Appendix B Adopted.*

Appendix B, "Board of Appeals," is adopted as part of the Colma Building Code.

(k) *Appendix C Adopted.*

Appendix C, "Group U Agricultural Buildings," is adopted as part of the Colma Building Code.

(l) *Appendix H Adopted.*

Appendix H, "Signs," is adopted as part of the Colma Building Code.

(m) *Appendix I Adopted.*

Appendix I, "Patio Covers," is adopted as part of the Colma Building Code.

#### **5.04.070 Colma Residential Code Adopted**

The 2019 Edition of the California Residential Code, contained in Part 2.5 of Title 24 of the California Code of Regulations, which incorporates and amends the 2018 Edition of the International Residential Code published by the International Code Council, together with Chapter 1, with the following changes, additions, and deletions set forth in the following section, is adopted by reference as the Colma Residential Code.

#### **5.04.080 Administration of Colma Residential Code**

The following provisions of the California Residential Code are hereby amended as follows:

(a) *Section R103 Amended.*

The term "Department of Building Safety" in Section R103 of the California Residential Code, as well as all other codes adopted in this subchapter where the term appears, refers to the Building Department of the Town of Colma.

(b) *Section R103.2 Amended.*

Section R103.2 is amended to state as follows: "The Building Official shall be appointed by the City Manager."

(c) *Section R105.5 Amended.*

Section R105.5, "Expiration," is amended to state as follows:

105.5 Expiration.

(a) Every permit issued by the Building Official, or his or her designee, under the provisions of this Code shall expire by limitation and become null and void if:

(1) the building or work authorized by such permit is not commenced within twelve (12) months from the issuance date of such permit;

(2) the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days

(b) For permits where work has not commenced, a renewed permit may be obtained provided that: (1) no changes have been made or will be required in the original plans and specifications for such work; (2) the expiration has not exceeded two (2) years from the original issuance date; and (3) the project would not be impacted by a change in the current adopted codes, and; (4) the applicant pays a reactivation fee equal to one half the amount of the original permit fee.

(c) For permits where work had commenced and was subsequently suspended or abandoned, a renewed permit may be obtained provided that: (1) No changes have been made or will be required in the original plans and specifications for such work; (2) the expiration has not exceeded two (2) years from the original issuance date; and (3) a fee equal to one half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point whereby only a final inspection is required, a fee equal to one quarter the amount required for a new permit shall be paid.

(d) *Section R109.2 Amended.*

Section R109.2, "Schedule of Permit Fees," is amended to state as follows:

For any work on buildings or structures which requires a permit and/or plan review, fees shall be paid in accordance with Resolutions and Ordinances that are established by action of the City Council of the Town of Colma.

(e) *Section R109.4 Amended.*

Section R109.4, "Work Commencing Before Permit Issuance," is amended by adding thereto the following paragraph:

That fee, for commencing work prior to permit issuance, may be equal to up to ten times the permit fee to a maximum amount of \$ 5,000.00 as determined by the Building Official. This fee is in addition to the permit costs and any additional investigative fees.

(f) *Section R313.2 Amended.*

Section R313.2, "One- and Two-Family Dwellings automatic fire sprinkler systems," is amended



to replace Item 1 with the following: An automatic residential fire sprinkler system is not required where an addition and/or alteration to an existing residential structure does not exceed 50% of the existing floor area.

(g) *Section R313.3.1 Amended.*

The second sentence in Section R313.3.1 "General" is amended to state: Partial Fire Sprinkler Systems are not allowed, all areas of the structure shall be protected in accordance with this chapter.

(h) *Section R313.3.1.2 Amended.*

Section R313.3.1.2 "Required Sprinkler Locations" Exception #4 is amended to read: Detached garages; carports with no habitable space above; open attached porches, unless they are located at the only egress door from the dwelling; and patio covers open on 3 sides or more.

(i) *Appendix H Adopted.*

Appendix H, "Patio Covers," is adopted as part of the Colma Residential Code.

(j) *Appendix J Adopted.*

Appendix J, "Existing Buildings and Structures," is adopted as part of the Colma Residential Code.

(k) *Appendix V Adopted.*

Appendix V, "Swimming Pools Safety Act," is adopted as part of the Colma Residential Code.

#### **5.04.090 Colma Electrical Code**

(a) The 2019 Edition of the California Electrical Code, contained in Part 3 of Title 24 of the California Code of Regulations, which incorporates and amends the 2017 Edition of the National Electrical Code published by the National Fire Protection Association, together with Article 89, with the following changes, additions, and deletions, is adopted by reference as the Colma Electrical Code.

#### **5.04.100 Colma Mechanical Code**

(a) The 2019 Edition of the California Mechanical Code, contained in Part 4 of Title 24 of the California Code of Regulations, which incorporates and amends the 2018 Edition of the Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials, together with Chapter 1, with the following changes, additions, and deletions set forth, is adopted by reference as the Colma Mechanical Code.

(b) Appendix F, "Sizing of Venting Systems and Outdoor Combustion and Ventilation Opening Design," is adopted as part of the Colma Mechanical Code.

#### **5.04.110 Colma Plumbing Code**

(a) The 2019 Edition of the California Plumbing Code, contained in Part 5 of Title 24 of the California Code of Regulations, which incorporates and amends the 2018 Edition of the Uniform Plumbing Code published by the International Association of Plumbing and Plumbing Officials, together with Chapter 1, with the following changes, additions, and deletions, is adopted by reference as the Colma Plumbing Code.

(b) Appendix A, "Recommended Rules for Sizing the Water Supply System," is adopted as part of the Colma Plumbing Code.

(c) Appendix B, "Explanatory Notes on Combination Waste and Vent Systems," is adopted as part of the Colma Plumbing Code.

(d) Appendix C, "Alternate Plumbing Systems," is adopted as part of the Colma Plumbing Code.

(e) Appendix D, "Sizing Storm Water Drainage Systems," is adopted as part of the Colma Plumbing Code.

(f) Appendix I, "Installation Standard for PEX Tubing Systems for Hot- and Cold- Water Distribution," is adopted as part of the Colma Plumbing Code.

(g) Appendix J, "Combination of Indoor and Outdoor Combustion and Ventilation Opening Design," is adopted as part of the Colma Plumbing Code.

(h) Appendix K, "Potable Rainwater Catchment Systems," is adopted as part of the Colma Plumbing Code.

#### **5.04.120 Colma Energy Conservation Code**

The 2019 Edition of the California Energy Code, contained in Part 6 of Title 24 of the California Code of Regulations, is adopted by reference as the Colma Energy Conservation Code.

#### **5.04.130 Colma Historical Building Code**

The 2019 Edition of the California Historical Building Code, contained in Part 8 of Title 24 of the California Code of Regulations is adopted by reference as the Colma Historical Building Code.

#### **5.04.140 Colma Fire Prevention Code**

(a) The 2019 Edition of the California Fire Code, contained in Part 9 of Title 24 of the California Code of Regulations, which incorporates and amends the 2018 Edition of the International Fire Code published by the International Code Council, together with Chapter 1, with the following changes, additions, and deletions, is adopted by reference as the Colma Fire Prevention Code.

(b) Chapter 1 Division II, Administration, is adopted, in its entirety, for the administration and enforcement of the provisions of the Colma Fire Prevention Code, excepting amendments as provided herein:

- (1) Delete section 103.1, *General*.
- (2) Replace section 103.2, *Appointment*, with the following:

**103.2 Fire Code Official.**

The Fire Chief of the Colma Fire Protection District shall also be known as the Fire Code Official, or the Fire Marshal, and may delegate certain responsibilities to a deputy fire code official or sworn personnel.

The Colma Building Official shall serve as the Fire Code Official and may delegate the responsibilities under this Code to qualified personnel retained by the Town, where relating to State Fire Marshal Building Standards in R-3 Occupancies. The Building Official may enforce other provisions of this code with the approval of the Fire Chief of the Colma Fire Protection District.

- (3) Replace section 105.3.3, *Occupancy Prohibited Before Approval*, with the following:

**SECTION 105.3.3 FIRE DISTRICT APPROVAL REQUIRED.**

No final inspection by the Colma Building Official, or his or her designee, shall be made for occupancy of new or altered construction, and no certificate of occupancy shall be issued and no occupancy or temporary occupancy shall be granted until the installation of the prescribed fire protection features and access ways have been completed and approved by the Fire Code Official, excluding R-3 Single Family Dwellings in accordance with Health and Safety Code Section 13146.

- (4) Amend section 105.4, *Submittals*, to read as follows:

**SECTION 105.4.1 Submittals.** Construction documents shall be in accordance with this section. When required by the Fire Code Official, plans submitted to the Colma Building Department or Building Official for a permit shall also be reviewed by the Fire Code Official to determine compliance with the Colma Fire Prevention Code. Upon review, a written report shall be returned to the local building official listing deficiencies or compliance with the Code.

- (5) Amend section 110.4, *Violation Penalties*, to read as follows:

**SECTION 110.4 VIOLATION PENALTIES.** Persons who violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or falsification of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable as set forth in section 1.05.010 of the

Colma Municipal Code. Each day that a violation continues shall be deemed a separate offense.

- (6) Adopt Chapter 4, *Emergency Planning and Preparedness*, in its entirety.
- (7) Amend the sixth (6th) sentence of Section 505.1, *Address Identification*, to read as follows:

**SECTION 505.1 Address Identification.** Numbers typically shall be a minimum of 4 inches in height with a minimum stroke of 1/2 inch for individual residential structures, and a minimum of 6 inches in height for commercial structures with a minimum stroke of 3/4 inch, or other approved sizes based on distances from roadways. In multi-tenant buildings, with rear doors, addresses shall also be posted upon those tenant space doors at the rear of the building. The numerals on the rear doors shall be 3 inches in height and 1/2 inch in stroke.

- (8) Add new section 507.5.7, *Fire Hydrant Standards*, to read as follows:

**SECTION 507.5.7 FIRE HYDRANT STANDARDS.** All fire hydrants to be installed, or replaced, shall be new, UL listed, or equivalent, wet-barrel type having a minimum of two 2-1/2 inch and one 4-1/2 inch outlets equipped with National Standard Threads.

- (9) Add new section 507.5.8, *Identification of Hydrants*, as follows:

**SECTION 507.5.8 IDENTIFICATION OF HYDRANTS.** With respect to fire hydrants located in commercial and residential areas on public streets, and on private access roadways, the curbs/spaces in front of the fire hydrant shall be painted red or otherwise appropriately marked for a distance of fifteen feet (15') in either direction from any hydrant and not less than three feet (3') on any one side. On public streets in residential areas the fifteen feet (15') may be reduced to five (5') feet – when approved by the Fire Code Official. The Colma Fire Protection District shall have the authority to require any fire hydrant location be identified by installing a blue reflector on the street or access road adjacent to the fire hydrant, with the specific location of the fire hydrant to be determined by the Fire Code Official.

- (10) Amend Section 903, *Automatic Sprinkler Systems*, to delete Sections 903.2 through 903.2.1.7 and Sections 903.2.3 through 903.10.1, and replace with the following:

**903.2 WHERE REQUIRED.** Notwithstanding the provisions of this Code or the provisions of any other codes applicable within the Town of Colma, an approved automatic fire extinguishing system shall be installed in the following:

- A. All new non-residential buildings having a total floor area of one thousand five hundred (1,500) square feet or more, or;
- B. All new residential buildings, or;
- C. All new buildings or structures thirty feet (30') or more in height as defined in the California Building Code, or;
- D. Buildings or structures which are three (3) stories or more, irrespective of height, or;
- E. All Group H occupancies, or;
- F. All new habitable basements, regardless of floor area, or;
- G. Existing residential structures which undergo any alteration or addition, or combination thereof, within a five (5) year period, wherein the area of alteration and/or addition, or combination thereof, exceeds fifty percent (50%) of the existing floor area, or;
- H. Existing non-residential structures which undergo any addition or alteration, or combination thereof, within a five (5) year period, wherein the area of alteration and/or addition, or combination thereof, exceeds fifty percent (50%) of the existing floor area, or;
- I. Non-residential buildings which undergo a change of use which results in a more hazardous occupancy classification as determined by the fire code official.

Automatic Sprinkler System Exceptions:

- 1. Mausoleum and columbarium structures as defined in the Cemetery Act, State of California; and
- 2. Where this Code or the California Building Code, California Code Of Regulations Title 24, Part 2 is more restrictive.

(11) Add Section 903.2.11.7, *Fire Walls*, to state the following:

**Section 903.2.11.7 FIRE WALLS.** The use of fire walls may be used for area increases in accordance with the California Building Code, but shall not be used to negate the requirements for an automatic fire extinguishing system as required by this section.

(12) Add Section 903.3.1.3.1, *NFPA 13D Sprinkler System Installation*, to state the following:

**903.3.1.3.1 INSTALLATION REQUIREMENTS.** In addition to the requirements of NFPA 13D the following policy shall be followed:

PLAN REVIEW –

1. Applicant shall provide a copy of a recent (within past 6 months) water flow test report. The test report shall be supplied by the water purveyor and printed on the water purveyor's letterhead.
2. A two-head calculation is required for occupancies up to 3600 sq ft. When a single family residence cannot meet California minimum water flow or access requirements, additional water flow and/or sprinkler head calculations may be required.

INSTALLATION –

1. Approved back flow assemblies shall be installed in accordance with water department requirements.
2. Water meter size shall be not less than 1 inch, with equal size service unless the Town makes exceptions.
3. When a hanger is being supported by a composite wood truss, pipe hangers shall have backing nuts on all threaded rods.
4. Approved annunciation devices shall be provided at locations designated by the Town, both exterior and interior. Exterior devices shall be an approved audible and visual sprinkler flow alarm. All notification appliances shall receive primary power from the kitchen refrigerator circuit.
5. The inspector's test valve shall be provided at the far remote-side of the system away from the riser and be clearly identified.
6. The location of the riser shall be in accordance with the Town requirements and shall conform with any Colma Planning Department requirements.
7. Attic (pilot) heads, for fire detection, shall be installed in attics with greater than 30 inches of vertical space and have access for storage, or if mechanical equipment is in the attic. Fire sprinkler heads shall be located at the attic access point and spaced every 30 feet on center at the ridgeline.
8. Fire sprinkler system main drains and Inspector's Test drains, shall be clearly identified, and shall either discharge into a

Sanitary Sewer or a landscape area large enough to contain the system contents, in accordance with provisions of Municipal Regional Stormwater Permit.

#### INSPECTION REQUIREMENTS -

Inspections by the Town shall consist of not less than:

1. A rough installation inspection and hydrostatic test, prior to concealing any components.
2. The hydrostatic test shall be performed at 200 psi for a period of not less than 2 hours.
3. Underground piping system shall be flushed prior to connecting to the sprinkler riser.
4. Where concealed sprinkler heads are used a pre-final inspection shall be performed prior to the installation of the concealing plates to verify no presence of contaminants on the heads.
5. A final inspection.

(13) Replace Section 903.4.2, *Alarms*, with the following:

**903.4.2 ALARMS.** An approved audible and visual sprinkler flow alarm shall be provided on the exterior of the building in an approved location. An audible and visual sprinkler flow alarm shall be provided in the interior of the building in a normally occupied location. Multi-tenant buildings shall be provided with an audible and visual sprinkler flow alarm and a manual pull station within each separate tenant space, at an approved location. Multi-story buildings, regardless of tenancy, shall be provided with an audible and visual sprinkler flow alarm at each floor level, in an approved location. All bathrooms shall be provided with visual notification appliances where a fire alarm system is installed, actuation of the automatic sprinkler system shall activate the building fire alarm system.

(14) Replace Section 903.4.3, *Floor Control Valves*, with the following:

**903.4.3 FLOOR CONTROL VALVES.** Approved supervised indicating control valves and water-flow switches shall be provided at the point of connection to the riser on each floor in multi-level buildings.

EXCEPTION: Within individual dwelling units.

(15) Replace Sections 907.2 and 907.9 with the following:

**907.2 AND 907.9 WHERE REQUIRED IN NEW BUILDINGS AND EXISTING STRUCTURES.** An approved fire alarm system shall be installed including manual fire alarm boxes in each tenant space of a multi-tenant building and on each floor of a multi-story building regardless of tenancy.

(16) Replace Section 907.2.9 Group R-2, R-2.1 and R-2.2 with the following:

**907.2.9 Group R-2, R-2.1 and R-2.2.** Fire alarm systems with manual fire alarm boxes shall be installed at each exit and on each floor. Automatic smoke detection systems and smoke alarms shall be installed in Group R-2, R-2.1 and R-2.2 Occupancies as required in Sections 907.2.8.2, 907.2.9.1 and 907.2.10.2.

(17) Add item 6 to Section 1008.3.3, *Rooms and Spaces*, with the following:

6. All bathrooms, and paths of egress from those bathrooms to an exit discharge.

(c) The following Appendix Chapters are adopted;

Appendix A	Board of Appeals
Appendix B	Fire-Flow Requirements for Buildings
Appendix BB	Fire-Flow Requirements for Buildings (Schools)
Appendix C	Fire Hydrant Locations and Distribution
	Amend Table C102.1, <i>Required Number and Spacing of Fire Hydrants</i> , Footnote C, to state the following:
	Where water mains are extended along streets where fire hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided with spacing determined by the Fire Code Official, to provide for transportation hazards.
Appendix CC	Fire Hydrant Locations and Distribution (Schools)
Appendix D	Fire Apparatus Access Roads
Appendix F	Hazard Ranking
Appendix H	HMMP / HMIS (HazMat Inventory)
Appendix I	Fire Protection Systems – Noncompliant Conditions

**5.04.150 Colma Existing Building Code**

The 2019 Edition of the California Existing Building Code, contained in Part 10 of Title 24 of the California Code of Regulations, is adopted by reference as the Colma Existing Building Code.



#### **5.04.160 Colma Green Building Standards Code**

(a) The 2019 Edition of the California Green Building Standards Code, contained in Part 11 of Title 24 of the California Code of Regulations, with the following changes, additions, and deletions, is adopted by reference as the Colma Green Building Standards Code.

(b) Section 4.408, "Construction Waste Reduction, Disposal and Recycling," is amended by deleting Sections 4.408.1 through 4.408.5 and adding a new Section 4.408.1 to state as follows:

4.408.1 All construction and demolition work within the Town of Colma shall be in compliance with sections 5.04.260 through 5.04.350 of the Colma Municipal Code.

(c) Section 5.408, "Construction Waste Reduction, Disposal and Recycling," is amended by deleting Sections 5.408.1 through 5.408.1.4 and adding a new Section 5.408.1 to state as follows:

5.408.1 All construction and demolition work within the Town of Colma shall be in compliance with sections 5.04.260 through 5.04.350 of the Colma Municipal Code.

(d) Section 5.04.290 of the Colma Municipal Code, "Diversion Requirements," is amended and restated in its entirety to read as follows:

5.04.290 Diversion Requirements

The Builder shall follow the diversion requirements in the 2019 California Green Building Standards Code, as adopted by reference and amended by the Town in subdivision A of this Section 5.04.160.

#### **5.04.170 Colma Referenced Standards Code**

The 2019 Edition of the California Referenced Standards Code, contained in Part 12 of Title 24 of the California Code of Regulations, is adopted by reference as the Colma Referenced Standards Code.

#### **5.04.180 Colma Housing Code**

(a) The 1997 Edition of the Uniform Housing Code published by the International Conference of Building Officials, with the following changes, additions, and deletions, is adopted by reference as the Colma Housing Code.

(b) Section 203.1 is hereby deleted.

(c) Section 302, *Fees*, is amended in its entirety to read as follows:

Whenever work is required to be done under the provisions of this code, a building, plumbing, electrical or mechanical permit may be

required by the Building Official prior to commencement of the work. Fees may be assessed pursuant to permit fee resolutions adopted by the City Council from time to time. If abatement proceedings are initiated against a property to gain compliance with the provisions of this code, all costs associated with the abatement shall be paid by the property owner pursuant to the provisions of subchapter 2.01 of the Colma Municipal Code.

(d) Section 1001.2, *Inadequate Sanitation*, is amended by adding the following:

16. Lack of an approved potable water supply.

#### **5.04.190 Colma Property Maintenance Code**

The 2018 Edition of the International Property Maintenance Code as published by the International Code Council is adopted by reference as the Colma Property Maintenance Code.

#### **5.04.200 Interpretation**

The provisions of these Codes are enacted for the public health, safety, and welfare and are to be liberally construed for those purposes thereof.

#### **5.04.210 Codes Available to the Public**

A complete set of the above referenced codes adopted in this subchapter shall be maintained in the Building Department and shall be made available for review by the public.

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### **ARTICLE 5. SUBCHAPTER 5.04, DIVISION 3 – HOURS OF CONSTRUCTION**

The following sections are added to subchapter 5.04, Building and Construction, of the Colma Municipal Code as “Division 3 – Hours of Construction.”

#### ***Division 3: Hours of Construction***

#### **5.04.220 Standard Hours of Construction**

(a) The City Council finds that regulation of construction noise is necessary to protect the public health and safety, and that construction noise at early or late times of the day is a nuisance to neighboring properties.

(b) As used in this subchapter, “noise generating construction activity” means the use of any noise generating equipment or tool, including but not limited to: excavators, backhoes, post diggers, pile drivers, saws, electric screw drivers, grinders, nail guns, compressors, generators, hammers, jack hammers, power washers, paint guns, scaffolding erection, or similar noise generating equipment. “Noise generating construction activity” also includes construction material delivery, demolition activities and the servicing of tools and equipment. “Noise generating construction activity” does not include activities such as drywall finishing, painting,

tile laying, carpet installation or the use of small hand tools in a fully enclosed structure with windows and doors closed.

(c) Within a radius of 500 feet from any residential unit within the Town boundaries, noise generating construction activity shall only be permitted between the following hours/days:

Monday Through Friday	8:00 AM through 7:00 PM
Saturday	9:00 AM through 5:00 PM
Sunday	12:00 PM through 5:00 PM

Noise generating construction activity is prohibited on all of the following federal holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

The Building Official, or his or her designee, may grant an exception for special conditions when requested in writing and approved by the Building Official, or his or her designee, prior to the start of noise generating activity. The above requirements do not apply to emergency repair work, work for public utility and street repair, street sweeping, garbage collection and emergency response warning systems.

(d) For projects more than 500 feet from a residential unit in the Town of Colma, construction hours shall be assigned on a project-by-project basis by the Building Official, or his or her designee, or as established within a project's Conditions of Approval, based on evaluation of potential noise-related impacts on surrounding uses.

#### **5.04.230 Accessibility and Pedestrian Access During Construction**

No person shall conduct any construction or repair work that interferes with or encroaches upon the public right-of-way unless that person establishes and maintains an accessible path of travel during construction for use by persons, including those with disabilities, and posts adequate approved signage directing users to that path.

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### **ARTICLE 6. SUBCHAPTER 5.04, DIVISION 4 – ENFORCEMENT**

The following sections are added to subchapter 5.04, Building and Construction, of the Colma Municipal Code as "Division 4 – Enforcement."

## *Division 4: Enforcement*

### **5.04.240 Enforcement Responsibilities**

(a) The Building Official of the Town of Colma, or his or her designee, shall enforce the provisions of this Code, acting for and on behalf of the Town of Colma.

(b) Pursuant to Health and Safety Code Section 13146, the responsibility for the enforcement of Building Standards adopted by the State Fire Marshal and contained within these codes, relating to fire and panic safety and other regulations of the Office of the State Fire Marshal as they apply to Group R, Division 3 One and Two Family Dwellings, shall be delegated to the Building Official of the Town of Colma.

### **5.04.250 Violation and Penalties**

(a) A willful violation of a lawful order of the Building Official issued pursuant to the Colma Building Codes is a misdemeanor, punishable as set forth in subchapter 1.05.010 of the Colma Municipal Code.

(b) A violation of any other provision of this subchapter is an infraction, punishable as set forth in subchapter 1.05 of the Colma Municipal Code, including paragraph (c)(4) of section 1.05.020.

(c) A violation of this subchapter shall also be deemed to be a public nuisance under section 2.01.060 of the Colma Municipal Code, and may be abated pursuant to the procedures set forth in subchapter 2.01 of the Code. The costs of abatement shall become a lien upon the property involved. Notwithstanding any other provision in subchapter 2.01, the authority granted the Code Enforcement Officer, in subchapter 2.01 may also be exercised by a Colma Building Official, or his or her designee. Specifically, but without limitation, the Colma Enforcement Officer or the Colma Building Official may issue Administrative Citations in accordance with the procedures set forth in subchapter 2.01 of the Colma Municipal Code.

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## **ARTICLE 6. FILING OF ORDINANCE**

The City Clerk is hereby directed to file a copy of this Ordinance with the California Building Standards Commission of the State of California.

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## **ARTICLE 7. LIABILITY**

The provisions of the Colma Building Codes shall not be construed as imposing upon the Town of Colma any liability or responsibility for damage to persons or property resulting from defective work, nor shall the Town of Colma, or any official, employee or agent thereof, be held as assuming any such liability or responsibility by reason of the review or inspection authorized by the provisions of the Colma Building Codes of any permits or certificates issued under the Codes.

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**ARTICLE 8. SEVERABILITY**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

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**ARTICLE 9. CEQA COMPLIANCE**

The City Council finds that the changes made to the Codes are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, high winds and fire. Therefore, it can be seen with certainty that adoption of this ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines. The City Planner is directed to file a notice of exemption within five (5) days of the adoption of this ordinance.

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**ARTICLE 10. PUBLICATION**

This ordinance including the vote for and against the same shall be posted in the office of the City Clerk and on the three (3) official bulletin boards of the Town of Colma within fifteen (15) days of its passage and shall take force and effect thirty (30) days after its passage.

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**ARTICLE 11. EFFECTIVE DATE**

This ordinance shall take effect thirty (30) days following its adoption by the City Council.

**Certification of Adoption**

I certify that the foregoing Ordinance No.\_\_\_\_ was duly introduced at a regular meeting of the City Council of the Town of Colma held on December 11, 2019, and adopted at a regular meeting of the City Council of the Town of Colma held on January \_\_\_\_\_, 2020, by the following vote:

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

<i>Voting Tally</i>			
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Dated: \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

Attest: \_\_\_\_\_

Caitlin Corley, City Clerk



# STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Director of Public Works  
Abdulkader Hashem, Associate Engineer/Project Manager  
Jonathan Kwan, Associate Planner

VIA: Brian Dossey, City Manager

MEETING DATE: December 11, 2019

SUBJECT: Community Playgrounds, Inc. - Completion of Sterling Park Playground Improvement Project

## RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION TO ACCEPT WORK PERFORMED BY COMMUNITY PLAYGROUNDS, INC., FOR THE STERLING PARK PLAYGROUND IMPROVEMENT PROJECT AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO FILE A NOTICE OF COMPLETION WITH THE COUNTY RECORDER'S OFFICE AND MAKE THE FINAL PAYMENT TO COMMUNITY PLAYGROUNDS, INC., IN ACCORDANCE WITH STATE PROMPT PAYMENT LAWS

## EXECUTIVE SUMMARY

In November 2019, Community Playgrounds, Inc. (Contractor), completed contract work for the Sterling Park Playground Improvement Project (Project). The Project began in September 2018, when the contract was awarded and was substantially completed in November 2019. The Contractor completed the scope of work as presented in the approved Project plans and specifications along with approved change orders. The Project is now fully complete, and the Town should move forward with filing Notice of Completion for the Project and releasing final payment to the Contractor.

## FISCAL IMPACT

The Project budget is in the amount of \$537,500 for soft and hard costs along with construction contingencies. The Project construction budget along with contingency was approved for \$444,303.64. The total construction cost for the Project came to \$426,919.33. This is below the amount currently budgeted for construction.

## **BACKGROUND**

The Project was awarded to the Contractor on August 23, 2018, the project officially started in September after the Town's summer events were completed, (Day Camp and Annual Picnic). Project highlights included:

1. Removal of existing bocce court, playground equipment and play area rubberized surfacing;
2. Improvement of grading and new drainage system, including ancillary works;
3. Replace existing concrete pathway in conformance with ADA standards;
4. Purchase and installation of new playground equipment, manufactured by Columbia Cascade Company (Sole Source);
5. Supply and installation of a Fitness Cluster (Group B - Model No. 9700-2-B) manufactured by Columbia Cascade Company;
6. Supply and installation of new rubberized surfacing throughout the play area manufactured by ECORE International;
7. Supply and installation of two picnic tables including one ADA accessible table, two park benches, and a barbecue grill manufactured by Wabash Valley Manufacturing;
8. Supply and installation of an outdoor ADA drinking fountain with bottle filling station; and
9. Supply and installation of 3' high guardrail fence with 5' wide gates.

Along with the contract work was approved change order work, a summary of the approved change orders are as follows:

- Install additional concrete curb for retaining playground surfacing elevation and conform along North side of the playground area;
- Furnish and install 70 LF of new guardrail along the North side of the playground area;
- Rerouting electrical conduits for bollard lights across the playground area;
- Remove existing chain net climber, furnish and install new swinging bridge in its place;
- Additional cost to furnish and install 3-level drinking fountain instead of 2-level one.

## **ANALYSIS**

The Contractor has been paid for all contract work plus approved change orders to date less the required five percent retention.

Staff requests the City Council accept work performed on the Project and authorize the Director of Public Works to file a Notice of Completion with the San Mateo County Recorder's Office.

The filing of the Notice of Completion means:

- The Town is satisfied the Contractor has completed the Project in accordance with the plans and specifications.
- At the time of the filing of the Notice of Completion, there has not been a claim filed against the Town.
- The Town accepts the Contractor's work as complete.



- The time frame for the filing of stop payment notice claims is shortened once the Notice of Completion has been filed with the San Mateo County Recorder's Office

Thirty days after the NOC has been recorded, if no claims from subcontractors and suppliers have been filed with the Town, the Town can release the remaining 5% retention to the Contractor in the amount of \$21,345.77.

To date there have been no stop notices or claims filed with the Town for the Project.

### **Council Adopted Values**

By approving and accepting the Project as complete, the City Council has reviewed and approved the work performed by the Contractor, thus taking a *Responsible* position requesting that the Notice of Completion be filed with the County Recorder's Office and that final payment be timely made to the Contractor.

### **Alternatives**

The City Council can choose not to adopt the resolution accepting the Project and directing the filing of the Notice of Completion for the Project. The Town would then not accept the Project as complete and file the Notice of Completion with the San Mateo County Recorder's Office nor release retention to the Contractor and close out the construction contract. Such action would increase the time for subcontractors and material suppliers to file claims and could result in penalties under prompt payment laws.

### **CONCLUSION**

Staff has reviewed the completed work and recommends that the City Council adopt the resolution thereby accepting the Project as complete and authorizing the Director of Public Works to file a Notice of Completion with the San Mateo County Recorder's Office and make final payment to the Contractor in accordance with the State's prompt payment laws.

### **ATTACHMENTS**

- A. Resolution No. 2019-\_\_\_\_
- B. Notice of Completion - Sterling Park Playground Improvement Project



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

**RESOLUTION ACCEPTING THE STERLING PARK PLAYGROUND IMPROVEMENT  
PROJECT (CIP 944) AS COMPLETE AND DIRECTING THE DIRECTOR OF PUBLIC  
WORKS TO FILE A NOTICE OF COMPLETION FOR THE ACCESS CONTROL SYSTEM  
PROJECT WITH THE SAN MATEO COUNTY RECORDER’S OFFICE**

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

**1. Background.**

- (a) The Town of Colma opened bids for the Sterling Park Playground Improvement Project – CIP 944 (“Project”) on August 15, 2018.
- (b) Town Staff determined that Community Playgrounds, Inc., was the lowest responsible bidder submitting a responsive bid in the amount of \$403,912.40, and the City Council awarded a construction contract to Community Playgrounds, Inc., and established a 10% contingency (total construction budget of \$444,303.64).
- (c) Total construction costs were \$426,919.33
- (d) Community Playgrounds, Inc., substantially completed work on the Project in November of 2019 and has now fully completed all work including punch list items.

**2. Finding.**

- (a) The City Council finds that the Project is complete to the satisfaction of the Town.

**3. Order**

- (a) The Project is accepted as complete.
- (b) The Director of Public Works is directed to file a Notice of Completion for the Project with the San Mateo County Recorder’s Office.
- (d) Town staff is directed to release the 5% retention to Community Playgrounds, Inc., within 30 days of the recording of the Notice of Completion for the Project in accordance with applicable prompt payment laws.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2019-\_\_ was duly adopted at a regular meeting of said City Council held on December 11, 2019 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

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

<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p>  <p><b>Town of Colma 1198 El Camino Real Colma, CA 94014-3212 Attn: Brad Donohue, PW Director</b></p>	<p>THE AREA ABOVE IS RESERVED FOR RECORDER'S USE</p>
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**[NO RECORDING FEE SHALL BE CHARGED PURSUANT TO GOVERNMENT  
CODE SECTIONS 6103 AND 27383]**

## TOWN OF COLMA

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The Town of Colma is the owner of a work of improvement described as the Sterling Park Playground Project - CIP 944 (hereafter, the "Work") and of the real property on which the Work is situated, which real property is located in the County of San Mateo, State of California and specifically described as follows: 427 F Street, Colma, CA 94014; and
2. Community Playgrounds, Inc., is the contractor that was awarded the construction contract by the Town of Colma for the Work, and
3. The Work was completed by Community Playgrounds, Inc., and accepted by the Town of Colma on November 22, 2019; and
4. The nature of the interest of the Town of Colma is as a fee simple owner in the above-described real property; and
5. The address of the Town of Colma is 1198 El Camino Real, Colma, California 94014; and
6. I, Brad Donohue, contract Public Works Director of the Town of Colma, am authorized by the City Council of the Town of Colma to execute and file this Notice of Completion with the County Recorder of the County of San Mateo as an authorized agent of the Town of Colma. I have read the Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Date and Place)

\_\_\_\_\_  
Brad Donohue  
Director of Public Works





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Michael P. Laughlin, City Planner, CSG Consultants  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: December 11, 2019  
 SUBJECT: Wild Bird and Wild Animal Feeding Ordinance

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## RECOMMENDATION

Staff recommends that the City Council introduce the following:

AN ORDINANCE AMENDING COLMA MUNICIPAL CODE SUBCHAPTER 8.01  
 PROHIBITING THE FEEDING OF WILD BIRDS OR WILD ANIMALS ON PUBLIC  
 AND PRIVATE PROPERTY PURSUANT TO CEQA GUIDELINE 15061(b)(3)

## EXECUTIVE SUMMARY

The Town currently has an ordinance that prohibits bird and wild animal feeding on public property, including streets, sidewalks and parks. Per City Council direction at a study session on October 9, 2019, the attached ordinance extends wild animal and bird feeding prohibitions to private property, with an exception for hummingbird and other bird feeders on single-family detached residential properties. An additional exception has been added for unintended feeding from the cultural practice of leaving food at individual gravesites.

## FISCAL IMPACT

There could be a very minor financial impact if the Council adopts an ordinance to prohibit feeding on private property as it could increase staff time in enforcement. However, warnings and citations by the Code Enforcement Officer or Police Department would be provided as a normal course of business.

## ANALYSIS

The Town currently has an ordinance prohibiting the feeding of wild birds and animals on public property, streets and sidewalks. Bird feeding on private property has continued to be an issue and has led to an overpopulation of pigeons and other birds.

The proposed ordinance would extend the prohibition of animal and bird feeding to private property. This would include all commercial property, cemetery properties, multi-unit properties and attached single-family properties such as Verano and Hoffman. The only exception would be for bird feeders on detached single-family properties, which are maintained so as to not become a nuisance. The other exception built into the ordinance is unintentional feeding from the cultural practice of leaving food at gravesites.

Notice of the City Council meeting and proposed ordinance was sent to over 600 residents, businesses and property owners. In addition, information was provided in Livewire and the business newsletter.

Enforcement of the existing ordinance and any new ordinance would be by the Police Department, with enforcement authority provided in Subchapter 1.05 of the Colma Municipal Code (CMC). Anyone observed providing bread or food for birds or animals would first be advised of the Town's ordinance. A second offence could result in the issuance of a citation as an infraction with a fee of \$100.00. Subsequent infractions have a fee \$200.00, then \$500.00. The Code Enforcement Officer would also have the authority to issue warnings and write a citation for violations on private property. In addition, enforcement may also be appropriate under Subchapter 2.01 of the CMC, the Town's property and nuisance abatement ordinance.

### **Council Adopted Values**

The discussion of bird and wildlife feeding restrictions is consistent with the Council value of *responsibility*, because it considers public health and safety.

### **Sustainability Impact**

Amending the Municipal Code to restrict or prohibit bird feeding on private property supports sustainability practices.

### **Alternatives**

The City Council has the option of not adopting the ordinance. If the ordinance is not adopted, bird and wild avenue feeding on private properties would remain unrestricted.

### **CONCLUSION**

Staff recommends the City Council introduce and adopt the ordinance.

### **ATTACHMENTS**

- A. Ordinance



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

**AN ORDINANCE AMENDING COLMA MUNICIPAL CODE SUBCHAPTER  
8.01 PROHIBITING THE FEEDING OF WILD BIRDS OR WILD ANIMALS  
ON PUBLIC AND PRIVATE PROPERTY PURSUANT TO CEQA GUIDELINE  
15061(b)(3)**

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

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**ARTICLE 1. CMC SECTION 8.01.072 AMENDED.**

**8.01.072. Feeding Birds and Wild Animals Prohibited.**

(a) It shall be unlawful for any person to feed or offer food to any bird or wild animal in or on any sidewalk, street, highway or public property of the Town of Colma.

(b) It shall be unlawful for any person to feed or offer food to any bird or wild animal in or on any private property in the Town of Colma, except for the following:

(1) Unintentional feeding of any wild bird or wild animal as a result of leaving food at an individual gravesite within a cemetery.

(2) Use of bird or hummingbird feeders on detached single-family residentially developed properties. Feeders shall be in such numbers that feeding does not create an unreasonable disturbance that affects the rights of surrounding property owners or creates a nuisance, does not create an accumulation of droppings on the property or surrounding properties, and does not become an attractant for rodents or other wild animals. Feeders are required to be suspended at least four feet off the ground by a chain or other method to prevent potential feeding of wild animals and rodents and shall be filled only with commercially available bird seed and feed.

[History: ORD. 637, 11/09/05; ORD. 636, 12/14/05; ORD. 637, 11/9/05; ORD. 740, 4/8/15, Ord. ###, date]

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**ARTICLE 2. SEVERABILITY.**

If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the Town of Colma hereby declares that it would have adopted this Ordinance and each section, sentence, clause or

phrase thereof, irrespective of the fact that anyone or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

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

This Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines, as it is not a “project” and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this Ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City Planner shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines

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**ARTICLE 4. EFFECTIVE DATE.**

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

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### Certificate of Adoption

I certify that the foregoing Ordinance No. \_\_\_\_ was duly introduced at a regular meeting of the City Council of the Town of Colma held on December 11, 2019 and duly adopted at a regular meeting of said City Council held on January \_\_\_\_, 2021 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

Attest: \_\_\_\_\_

Caitlin Corley, City Clerk





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Caitlin Corley, City Clerk  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: December 11, 2019  
 SUBJECT: City Council Committee Assignments for 2020

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## RECOMMENDATION

Staff recommends that the City Council determine the Council Member Committee Assignments for 2020, and make the following motion:

MOTION APPROVING COMMITTEE ASSIGNMENTS FOR 2020 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 12, 2018.

## CONCLUSION

Staff recommends that the City Council determine the Council Member Committee Assignments for 2020, adopt a motion approving Committee Assignments for 2020 and grant to the appointee discretion on voting matters brought before the committee.

## ATTACHMENTS

- A. Council Committee Assignments 2020 Worksheet



## Council Committee Assignments 2020 Worksheet

Committee Name	2019 Primary	2019 Secondary	2020 Primary	2020 Secondary
<a href="#">Office of Emergency Services</a> (EMERGENCY SERVICES COUNCIL, MEETS QUARTERLY 3 <sup>RD</sup> 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		
<a href="#">Colma Creek Flood District</a> (MEETS QUARTERLY, 2 <sup>ND</sup> TUESDAY @ 3PM IN MARCH, JUNE, SEPTEMBER AND DECEMBER AT CITY HALL, SOUTH SAN FRANCISCO)	Fiscaro			
<a href="#">Peninsula Congestion Relief Alliance - "The Alliance"</a> <a href="#">Board of Directors member</a> (6 X A YEAR, THURSDAY MORNINGS)	Gonzalez	Colvin		
<a href="#">C/CAG</a> (2 <sup>ND</sup> THURSDAY OF THE MONTH, 7PM)	Colvin	Goodwin		
<a href="#">League of California Cities</a> (ANNUAL CONFERENCE, AND WORKSHOPS THROUGHOUT THE YEAR)	All			
<a href="#">San Mateo County Council of Cities</a> (MONTHLY DINNER AND MEETING)	del Rosario is the voting representative	All Council Members can attend		
<a href="#">Mayor/Chamber Walks</a> (SCHEDULED BETWEEN THE MAYOR, CITY MANAGER & CHAMBER OF COMMERCE, APPROXIMATELY 5+ OUTINGS)	del Rosario	All other Council Members		
<a href="#">City Representative at Colma-Daly City Chamber of Commerce</a> (1-2 MEETINGS A YEAR, AS NEEDED)	del Rosario	Goodwin		
<a href="#">Legislative Committee (C/CAG)</a> (ONCE PER MONTH, ON 2 <sup>ND</sup> THURSDAYS AT 5PM)	Colvin			
<a href="#">ABAG Representative</a> (GENERAL ASSEMBLY MEETS TWICE PER YEAR APRIL & OCTOBER)	del Rosario	Gonzalez		
<a href="#">Grand Boulevard Task Force</a> (MEETS 3 <sup>RD</sup> WEDNESDAY, 10AM-12 NOON, MARCH, JUNE, SEPTEMBER, DECEMBER AT EITHER SAM TRANS IN SAN CARLOS OR CITY HALL IN SANTA CLARA)	Goodwin	Gonzalez		
<a href="#">Peninsula Clean Energy Board of Directors</a> (MEETS 4 <sup>TH</sup> 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 11, 2019  
 SUBJECT: Council of Cities and City Selection Committee

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## 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 20, 2019 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, however currently no one is listed as seeking a position. This is because the City Selection Committee Agenda Packet has not yet been posted. It will be posted on Monday, December 9, 2019; Council will be given an updated list of those seeking appointment at the Council Meeting on December 11, 2019.

### ***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. Proxy Designation Form



**City Selection Committee Meeting  
December 20, 2019**

<b>Commission/Committee</b>	<b>Vacancies</b>	<b>Seeking Appointment/Reappointment</b>
Bay Area Quality Management District (BAAQMD) <b>COMPENSATED</b>	1 seat available that will represent All Cities	1.
San Mateo County Transportation Authority (SMCTA) <b>COMPENSATED</b>	1 seat available that will represent Northern Cities	1.
San Mateo County Transportation Authority (SMCTA) <b>COMPENSATED</b>	1 seat available that will represent All Cities	1.
California Identification System (CAL-ID) <b>NOT COMPENSATED</b>	1 seat available that will represent All Cities	1.

<b>San Mateo County Council of Cities Officers</b>	<b>Vacancies</b>	<b>Seeking Appointment/Reappointment</b>
Chairperson	1 seat	1.
Vice Chairperson	1 seat	1.



# SAN MATEO COUNTY

## CITY SELECTION COMMITTEE

Attachment B

*Glenn R. Sylvester, Chairperson  
Sue Vaterlaus, 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: Brian Dossey, City Manager  
 MEETING DATE: December 11, 2019  
 SUBJECT: Fifth Amendment to Employment Contract with Kirk Stratton

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## RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROVING FIFTH AMENDMENT TO EMPLOYMENT CONTRACT WITH  
KIRK STRATTON

## EXECUTIVE SUMMARY

Pursuant to salary negotiations that took place in May of this year, the City Council, City Manager and the Chief of Police have discussed and agreed to a contract modification to the existing employment agreement between the Town and Mr. Stratton to address an increase in base salary. As provided for in the fifth amendment to the employment agreement, the base salary will increase from roughly \$206,773 to \$210,908. This represents a two (2) percent salary increase consistent with the approved MOU's for Police and Communications/Records employee groups as well as unrepresented employees who will receive the same two (2) percent salary increase.

## FISCAL IMPACT

The City Council's adoption of the resolution and execution of the fifth amendment will cause a slight financial impact on the Town based on the payment of a higher salary to the Chief of Police. This increase has been factored into the 2019/20 budget.

## BACKGROUND

On October 8, 2014, the Town entered into an employment agreement with Mr. Stratton to serve as the Town's Chief of Police. On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Mr. Stratton to increase his base salary. On May 10, 2017, December 13, 2017, and June 12, 2019 the Town approved the second, third and fourth amendments to the contract.

## ANALYSIS

The proposed fifth amendment will modify section 3(a), Salary and Benefits of Mr. Stratton's employment contract, to increase the base salary from roughly \$206,773 per year to \$210,908 per year, an increase of about \$4,135. The increase will take effect on December 29, 2019.

The modifications are consistent with the approved MOU's for Police and Communications/Records employee groups as well as unrepresented employees. As approved for the represented and unrepresented employees, Mr. Stratton is receiving a two (2) percent salary increase on December 29, 2019.

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

### **Alternatives**

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

### **CONCLUSION**

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

### **ATTACHMENTS**

- A. Resolution
- B. Fifth Amendment
- C. Fourth Amendment
- D. Third Amendment
- E. Second Amendment
- F. First Amendment
- G. Original Employment Contract

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

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

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

**1. Background**

- (a) On October 8, 2014, the City Council entered into an Employment Contract with Kirk Stratton to serve as the Town's Chief of Police.
- (b) On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (c) On May 10, 2017, the City Council approved the Second Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (d) On December 13, 2017, the City Council approved the Third Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (e) On June 12, 2019, the City Council approved the Fourth Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (f) Employer and Employee now desire to enter into this Fifth Amendment to further increase Employee's base salary by 2%. Such increase shall be effective December 29, 2019 consistent with the 2% increase in the approved MOU's for Police and Communications/Records employee groups as well as for the unrepresented employees.

**2. Order**

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

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### Certification of Adoption

I certify that the foregoing Resolution No. 2019-\_\_ was duly adopted at a regular meeting of said City Council held on December 11, 2019 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

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

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

This Fifth Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Kirk Stratton ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Fifth Amendment. For reference purposes, this Fifth Amendment is dated December 29, 2019.

- 1. Recitals.** This Fifth Amendment is made with reference to the following facts:
- (a) On October 8, 2014, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as Chief of Police.
  - (b) On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
  - (c) On May 10, 2017, the City Council approved the Second Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
  - (d) On December 13, 2017, the City Council approved the Third Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
  - (e) On June 12, 2019, the City Council approved the Fourth Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
  - (f) Employer and Employee now desire to enter into this Fifth Amendment to further increase Employee's base salary by 2%. Such increase shall take effect on December 29, 2019 consistent with the 2% increase in the approved MOU's for Police and Communications/Records employee groups as well as for the unrepresented employees.

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

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

- (a) *Salary.* Employer shall pay Employee a salary of \$210,908.73 per year, or such greater amount as may hereafter be approved by the City Council, which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.

**Execution.** In Witness thereof, the parties hereto have signed this Fifth Amendment on the respective dates shown below and this Fifth Amendment, along with the various other amendments and the Contract constitutes the entire Agreement between the Parties.

Dated \_\_\_\_\_

Kirk Stratton, Employee

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

TOWN OF COLMA (Employer)

By \_\_\_\_\_  
John Irish Goodwin, Mayor

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

This Fourth Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Kirk Stratton ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Fourth Amendment. For reference purposes, this Fourth Amendment is dated May 22, 2019.

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

- (a) On October 8, 2014, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as Chief of Police.
- (b) On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (c) On May 10, 2017, the City Council approved the Second Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (d) On December 13, 2017, the City Council approved the Third Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (e) Employer and Employee now desire to enter into this Fourth Amendment to further increase Employee's base salary. Such increase shall be retroactive to May 22, 2019, when salary negotiations began.

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

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

- (a) *Salary.* Employer shall pay Employee a salary of \$206,773.26 per year, or such greater amount as may hereafter be approved by the City Council, which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.

**Execution.** In Witness thereof, the parties hereto have signed this Fourth Amendment on the respective dates shown below and this Fourth Amendment, along with the various other amendments and the Contract constitutes the entire Agreement between the Parties.

Dated 6/12/19

  
Kirk Stratton, Employee

Dated: 6/12/19

TOWN OF COLMA (Employer)

By   
Joanne del Rosario, Mayor





**RESOLUTION NO. 2019-31  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

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

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

**1. Background**

- (a) On October 8, 2014, the City Council entered into an Employment Contract with Kirk Stratton to serve as the Town's Chief of Police.
- (b) On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (c) On May 10, 2017, the City Council approved the Second Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (d) On December 13, 2017, the City Council approved the Third Amendment to the Employment Contract with Kirk Stratton to increase his base salary.
- (e) Employer and Employee now desire to enter into this Fourth Amendment to further increase Employee's base salary. Such increase shall be retroactive to May 22, 2019, when salary negotiations began.

**2. Order**

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

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### Certification of Adoption

I certify that the foregoing Resolution No. 2019-31 was duly adopted at a regular meeting of said City Council held on June 12, 2019 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor	✓				
John Irish Goodwin	✓				
Diana Colvin	✓				
Helen Fisicaro	✓				
Rae Gonzalez					✓
Voting Tally	4	0			

Dated 6/12/19

Joanne F. del Rosario  
Joanne F. del Rosario, Mayor

Attest: Caitlin Corley  
Caitlin Corley, City Clerk

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

This Third Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Kirk Stratton ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Third Amendment. For reference purposes, this Third Amendment is dated November 1, 2017.

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

- (a) On October 8, 2014, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as Chief of Police.
- (b) On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Kirk Stratton to increase his base salary retroactive to November 12, 2015, the date when salary negotiations began and the performance review was completed ("First Amendment").
- (c) On May 10, 2017, the City Council approved the Second Amendment to the Employment Contract with Kirk Stratton to increase his base salary retroactive to December 14, 2016 when salary negotiations and the performance review by the City Manager occurred.
- (d) Employer and Employee now desire to enter into this Third Amendment to further increase Employee's base salary.

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

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

- (a) *Salary.* Employer shall pay Employee a salary of \$193,072 per year, or such greater amount as may hereafter be approved by the City Council, which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.

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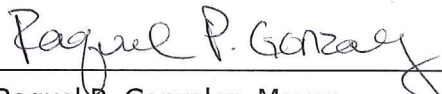
**Execution.** In Witness thereof, the parties hereto have signed this Third Amendment on the respective dates shown below and this Third Amendment, along with the First and Second Amendment and the Contract, constitutes the entire Agreement between the Parties.

Dated 12/21/17

  
Kirk Stratton, Employee

Dated: 12/21/17

TOWN OF COLMA (Employer)

By   
Raquel P. Gonzalez, Mayor

**RESOLUTION NO. 2017-65  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

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

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

**1. Background**

- (a) On October 8, 2014, the City Council entered into an Employment Contract with Kirk Stratton to serve as the Town's Chief of Police.
- (b) On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Kirk Stratton to increase his base salary retroactive to November 12, 2015, the date when salary negotiations began and the performance review was completed.
- (c) On May 10, 2017, the City Council approved the Second Amendment to the Employment Contract with Kirk Stratton to increase his base salary retroactive to December 14, 2016 when salary negotiations and the performance review by the City Manager occurred.
- (d) The City Council now seeks to further amend the Chief of Police's contract to increase his base salary, subject to approval of a Third Amendment to the Employment Contract. Such increase shall be retroactive to November 1, 2017, when salary negotiations began.

**2. Order**

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

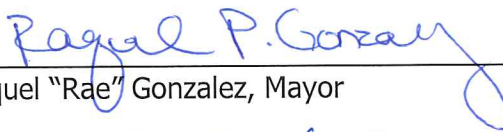
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### Certification of Adoption

I certify that the foregoing Resolution No. 2017-65 was duly adopted at a regular meeting of said City Council held on December 13, 2017 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Raquel "Rae" Gonzalez, Mayor	X				
Joanne del Rosario					X
John Irish Goodwin	X				
Diana Colvin	X				
Helen Fisicaro	X				
Voting Tally	4	0			

Dated 2/14/18

  
 Raquel "Rae" Gonzalez, Mayor

Attest:   
 Caitlin Corley, City Clerk

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

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

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

- (a) On October 8, 2014, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as Chief of Police.
- (b) On February 10, 2016, the City Council approved the First Amendment to the Employment Contract with Kirk Stratton to increase his base salary retroactive to November 12, 2015, the date when salary negotiations began and the performance review was completed ("First Amendment").
- (c) Employer and Employee now desire to enter into this Second Amendment to further increase Employee's base salary. Such increase shall be retroactive to December 14, 2016, when salary negotiations began.

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

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

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

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

Dated 5/16/17

Kirk Stratton  
Kirk Stratton, Employee

Dated: 5/17/17

TOWN OF COLMA (Employer)

By Helen Fisicaro  
Helen Fisicaro, Mayor





**RESOLUTION NO. 2017-24  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

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

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

**1. Background**

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

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

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

**2. Order**

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

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

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### Certification of Adoption

I certify that the foregoing Resolution No. 2017-24 was duly adopted at a regular meeting of said City Council held on May 10, 2017 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor	x				
Raquel Gonzalez	x				
Joanne del Rosario	x				
Diana Colvin	x				
John Irish Goodwin	x				
Voting Tally	5				

Dated 5/17/17

Helen Fisicaro  
Helen Fisicaro, Mayor

Attest: Caitlin Corley  
Caitlin Corley, City Clerk

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

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

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

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

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

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

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

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

Dated 2/26/16

[Signature]  
Kirk Stratton, Employee

Dated: 2/24/16

TOWN OF COLMA (Employer)

By [Signature]  
Diana Colvin, Mayor

**RESOLUTION NO. 2016-06  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

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

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

**1. Background**

- (a) On October 8, 2014, the City Council entered into an employment contract with Kirk Stratton to serve as the Town's Chief of Police.
- (b) The City Council now seeks to amend the Chief of Police's contract to increase his base salary, subject to approval of an amendment to the employment contract.

**2. Order**

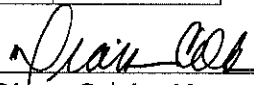
- (a) The First Amendment to the employment contract between the Town of Colma and Kirk Stratton, a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.
- (b) The Mayor shall be, and hereby is, authorized to execute this First Amendment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

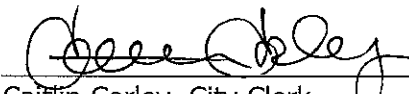
**Certification of Adoption**

I certify that the foregoing Resolution No. 2016-06 was duly adopted at a regular meeting of said City Council held on February 10, 2016 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Diana Colvin, Mayor	X				
Helen Fiscaro	X				
Raquel Gonzalez	X				
Joseph Silva	X				
Joanne del Rosario	X				
Voting Tally	5	0			

Dated 2/24/16

  
Diana Colvin, Mayor

Attest:   
Caitlin Corley, City Clerk

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

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

### R E C I T A L S

#### 1. Purpose.

This contract is made because:

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

#### 2. Duties

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

### **3. Salary**

(a) Beginning with the first pay period following execution of this contract, Employer shall pay Employee a salary of \$170,000.00 per year, or such greater salary or benefits as may be hereinafter authorized by the City Council. The salary shall be paid at the same time and manner as salaries are paid for police officers of the Town of Colma.

(b) Employee understands and acknowledges that Employee is obligated to pay, out of his salary, the Employee's share of contributions to CalPERS and the Employee's share of contributions due under the Federal Insurance Contributions Act (FICA), Federal Unemployment Act (FUTA) and State Unemployment Insurance Act (SUI). Employee authorizes Employer to withhold from Employee's salary the amount of these contributions.

(d) Employer shall not, at any time during this Contract, reduce the salary, compensation or other financial benefits of Employee except to the degree of such reduction across the board for most employees of Employer.

### **4. Benefits**

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

(a) *Vacation.* Employee shall accrue five weeks per year, accrued monthly beginning upon commencement of employment. Only two weeks of accrued vacation may be carried forward to the next year.

(b) *Management Leave.* Management leave shall be credited to Employee in advance in a prorated amount as of the effective date of this contract and in the full amount on January 1 of each calendar year hereafter. Employer shall grant Employee ten (10) days management leave per year, less the Employee's management leave balance at close of business on December 31, if any. Management leave shall be earned and accrued on January 1 of each year only. If Employee has a management leave balance at close of business on December 31, that balance shall be carried over to January 1, and the number of days of management leave that will be granted to Employee will be fifteen days less the balance carried over from December 31 to January 1.

(c) *Use of Police Car.* Employer shall provide a police car to Employee for his sole and exclusive use for travel while on duty, travel between his residence and the Town, and for any work-related travel. Employee is permitted and encouraged to take the police car home so that Employee can travel to and from the Town in the event of an emergency. The Town police car shall be fueled, insured and maintained at the Town's expense.

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

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

## **5. Expenses**

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

## **6. Term**

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

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

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

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

## **7. Termination by Employee**

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

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

## **8. Termination by Employer**

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

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

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

## **9. Severance Pay**

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

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

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

## **10. Reviews**

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



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

**11. Residence**

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

**12. Personnel Policies and Procedures Manual**

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

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

**13. Notice**

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

**14. Waiver of Terms**

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

**15. Applicable Law**

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

**16. Disputes**

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

**17. Entire Contract**

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

**18. Knowing and Voluntary Execution**

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

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

Dated 10/16/14

TOWN OF COLMA (Employer)

By Helen Fisicaro  
Helen Fisicaro, Mayor

Dated 10/20/14

Kirk Stratton  
Kirk Stratton (Employee)



# STAFF REPORT

TO: Mayor and Members of the City Council  
FROM: Christopher J. Diaz, City Attorney  
MEETING DATE: December 11, 2019  
SUBJECT: Third Amendment to Employment Contract for City Manager

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## RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING THIRD AMENDMENT TO EMPLOYMENT CONTRACT WITH BRIAN DOSSEY

## EXECUTIVE SUMMARY

Pursuant to salary negotiations that took place in May of this year, the City Council and City Manager have discussed and agreed to a contract modification to the existing employment agreement to address an increase in base salary. As provided for in the third amendment to the employment agreement, the base salary will increase from roughly \$219,014.27 to \$223,394.55. This represents a two (2) percent salary increase consistent with the approved MOU's for Police and Communications/Records employee groups as well as unrepresented employees who will receive the same two (2) percent salary increase.

## FISCAL IMPACT

The City Council's adoption of the resolution and execution of the Third Amendment will cause a slight financial impact on the Town based on the payment of a higher salary to the City Manager. This increase has been factored into the 2019/20 budget.

## BACKGROUND

On December 18, 2017, the City Council entered into an employment contract with Brian Dossey to serve as the Town's City Manager. On July 25, 2018, the City Council entered into a First Amendment to the employment contract to increase the base salary of the City Manager. On May 22, 2019, the City Council entered into a Second Amendment to the employment contract to increase the base salary of the City Manager. The City Council is now seeking to amend the City Manager's employment contract a third time to increase his base salary.

## **ANALYSIS**

Under the terms of the Third Amendment, which modifies section 4(a) "Salary and Benefits" of the City Manager's employment contract, the City Manager's salary will increase from the current \$219,014.27 per year to \$223,394.55 per year, a total increase of \$4,380.23.

This change in salary is consistent with the approved MOU's for Police and Communications/Records employee groups as well as unrepresented employees. As approved for the represented and unrepresented employees, the City Manager is receiving a two (2) percent salary increase on December 29, 2019.

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

### **Values**

Approval of the Third Amendment to the City Manager's employment contract is a *responsible* action because the Council has already directed this modification to the contract and this amendment will formalize that direction.

### **Alternatives**

The City Council could choose not to adopt the resolution and choose not to execute the Third Amendment to the City Manager's employment contract. Doing so is not recommended as the City Council has already directed this modification to the contract as a result of contract negotiations.

## **CONCLUSION**

The City Council should adopt the resolution approving the Third Amendment to the employment contract with Mr. Dossey.

## **ATTACHMENTS**

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

**RESOLUTION NO. 2019-XX**  
**Of the City Council of the Town of Colma**

**RESOLUTION APPROVING THIRD AMENDMENT TO  
EMPLOYMENT CONTRACT WITH BRIAN DOSSEY**

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

**1. Background**

- (a) On December 18, 2018, the City Council entered into an employment contract with Brian Dossey to serve as the Town's City Manager.
- (b) On July 25, 2018, the City Council entered into a First Amendment to the employment contract to increase the base salary of the City Manager.
- (c) On May 22, 2019, the City Council entered into a Second Amendment to the employment contract to increase the base salary of the City Manager.
- (d) The City Council now seeks to amend the City Manager's contract to address an increase in his base salary by 2%, subject to approval of an amendment to the employment contract. Such increase shall be effective December 29, 2019 consistent with the 2% increase in the approved MOU's for Police and Communications/Records employee groups as well as for the unrepresented employees.

**2. Order**

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

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### Certification of Adoption

I certify that the foregoing Resolution No. 2019-XX was duly adopted at a regular meeting of said City Council held on December 11, 2019 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

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

**THIRD AMENDMENT TO  
EMPLOYMENT CONTRACT WITH BRIAN DOSSEY**

This Third Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Brian Dossey ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Third Amendment. For reference purposes, this Third Amendment is dated December 29, 2019.

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

- (a) On December 18, 2017, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as City Manager.
- (b) On July 25, 2018, the City Council entered into a First Amendment to the employment contract to increase the base salary of the City Manager.
- (c) On May 22, 2019, the City Council entered into a Second Amendment to the employment contract to increase the base salary of the City Manager.
- (d) Employer and Employee now desire to enter into this Third Amendment to increase Employee's base salary by 2%. Such increase shall take effect on December 29, 2019 consistent with the 2% increase in the approved MOU's for Police and Communications/Records employee groups as well as for the unrepresented employees.

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

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

- (a) *Salary.* Employer shall pay Employee a salary of \$223,394.55 per year, or such greater amount as may hereafter be approved by the City Council, which shall be subject to all appropriate deductions and withholdings, and which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.

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

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

\_\_\_\_\_  
Brian Dossey, Employee

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

TOWN OF COLMA (Employer)

By \_\_\_\_\_  
John Irish Goodwin, Mayor



**SECOND AMENDMENT TO  
EMPLOYMENT CONTRACT WITH BRIAN DOSSEY**

This Second Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Brian Dossey ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Second Amendment. For reference purposes, this Second Amendment is dated May 22, 2019.

**Recitals.**

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

- (a) On December 18, 2017, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as City Manager.
- (b) On July 25, 2018, the City Council entered into a First Amendment to the employment contract to increase the base salary of the City Manager.
- (c) The Employer and Employee now seek to further amend the Contract to increase the Employee's base salary pursuant to a performance review and salary negotiations that extend back to May 22, 2019.
- (d) Employer and Employee now desire to enter into this Second Amendment to increase Employee's base salary.

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

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

- (a) *Salary.* Employer shall pay Employee a salary of \$219,014.27 per year, or such greater amount as may hereafter be approved by the City Council, which shall be subject to all appropriate deductions and withholdings, and which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.

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

Dated: 6/12/19

  
Brian Dossey, Employee

Dated: 6/12/19

TOWN OF COLMA (Employer)

By:   
Joanne F. del Rosario, Mayor

**RESOLUTION NO. 2019-32  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING SECOND AMENDMENT TO  
EMPLOYMENT CONTRACT WITH BRIAN DOSSEY**

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

**1. Background**

- (a) On December 18, 2017, the City Council entered into an employment contract with Brian Dossey to serve as the Town's City Manager.
- (b) On July 25, 2018, the City Council entered into a First Amendment to the employment contract to increase the base salary provided to the City Manager.
- (c) The City Council now seeks to further amend the City Manager's contract to address an increase in his base salary, subject to approval of a Second Amendment to the employment contract. Such increase in salary shall be retroactive to May 22, 2019, when salary negotiations began.

**2. Order**

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

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**Certification of Adoption**

I certify that the foregoing Resolution No. 2019-32 was duly adopted at a regular meeting of said City Council held on June 12, 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>	4	0			

Dated 6/12/19

*Joanne F. del Rosario*  
 \_\_\_\_\_  
 Joanne F. del Rosario, Mayor

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



**FIRST AMENDMENT TO  
EMPLOYMENT CONTRACT WITH BRIAN DOSSEY**

This First Amendment is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Brian Dossey ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this First Amendment. For reference purposes, this First Amendment is dated July 11, 2018.

**Recitals.**

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

- (a) On December 18, 2017, Employer and Employee entered into an Employment Contract ("Contract") for Employee to serve as City Manager.
- (b) The Employer and Employee now seek to amend the Contract to increase the Employee's base salary pursuant to a performance review and salary negotiations that occurred on July 11, 2018.
- (c) Employer and Employee now desire to enter into this First Amendment to increase Employee's base salary.

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

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

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

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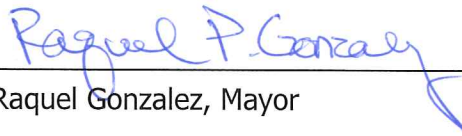
**Execution.** In Witness thereof, the parties hereto have signed this First Amendment on the respective dates shown below and this First Amendment and the Contract constitutes the entire Agreement between the Parties.

Dated: 7/26/18

  
Brian Dossey, Employee

Dated: 7/26/18

TOWN OF COLMA (Employer)

By   
Raquel Gonzalez, Mayor

## EMPLOYMENT CONTRACT WITH BRIAN DOSSEY

This Employment Contract ("Contract") is made and entered into by and between the Town of Colma, a municipal corporation and general law city ("Employer"), and Brian Dossey ("Employee"), who are sometimes individually referred to as a "Party" and collectively as "Parties" in this Contract. For reference purposes, this Contract is effective December 18, 2017.

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

- (a) Employer desires to employ the services of Employee as City Manager, as provided by the Municipal Code of the Town of Colma and by the laws of the State of California; and
- (b) Employee desires to serve as City Manager of the Town of Colma on the terms and conditions set forth herein.

**2. Employment and Duties**

- (a) Beginning December 18, 2017, Employer shall employ Employee as City Manager on the terms and conditions set forth herein, and Employee shall serve in said employment on these terms and conditions. Employment under this Contract shall continue until either party gives notice of termination as provided below.
- (b) Employee shall perform the functions and duties of a City Manager, as specified in the laws of the State of California and the ordinances and resolutions of the Town of Colma. Employee shall also perform such other legally permissible and proper duties and functions as the City Council shall, from time to time, assign.
- (c) Employee is expected to devote necessary time, within and outside normal business hours, to the business of the Town and to fulfill the duties of the City Manager, and Employee shall be allowed flexibility in setting his own office hours to accommodate such activities.
- (d) Employee has a duty of loyalty and a general fiduciary duty to the Town. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to the Town's business and affairs. Employee shall remain in the exclusive employ of Employer until termination of employment as hereinafter provided
- (e) Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with or which interferes with the performance of Employee's duties to the Town. Further, Employee shall not, during the term of this Agreement, engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office under California law. Employee will complete annual disclosure forms required by law.



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

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

### **3. City Council Commitments**

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

(b) *Performance Evaluations.* Beginning in 2018, the City Council shall meet with the Employee during the month of May to conduct an initial performance evaluation and consider a potential salary increase. The City Council shall meet with the Employee each May thereafter to evaluate his performance, discuss performance expectations and other objectives, and consider an increase in his base salary. The annual performance review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager during the strategic planning and goal setting workshops. Such criteria may from time to time be added to or deleted as the City Council determines in consultation with the City Manager.

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

### **4. Salary and Benefits**

(a) *Salary.* Employer shall pay Employee a salary of \$190,008.00 per year, or such greater amount as may hereafter be approved by the City Council, which shall be subject to all appropriate deductions and withholdings, and which shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town.



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

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

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

(e) *Management leave.* Employee will accrue management leave in accordance with the Town's Personnel Policies and Procedures Manual. Under this Contract, Employee will be credited with ten (10) days on January 1, 2018, and annually thereafter.

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

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

(h) *Auto Allowance.* Employer shall provide Employee an auto allowance of \$300 per month for traveling to meetings, events, conferences and workshops.

## **5. Expenses and Allowances**

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

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

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

**6. Personnel Policies and Procedures Manual**

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

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

**7. City Treasurer**

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

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

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

(a) *At-will.* Notwithstanding any Town ordinance, resolution, or policy, this employment is "at-will," which may be terminated by either party, with or without notice, and with or without cause, except as expressly provided in this Contract. Employee understands and agrees that Employee has no constitutionally protected property or other interest in Employee's employment as City Manager. Employee understands and agrees that Employee works at the pleasure of the Council, and that Employee may be terminated, or asked to resign, at any time, with or without cause.

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

(i) For purposes of this Contract, "cause" shall mean willful commission of a material act of dishonesty; willful disclosure of confidential information without prior authorization by the City Council; commission of an act punishable as a felony under California law; the habitual or willful neglect of duties, commission of a material act of moral turpitude; the Town has a reasonable good faith belief that Employee has engaged in theft, embezzlement, fraud, or any other material act of dishonesty in matters affecting the Town, the inability to fully perform the essential duties of this contract due to drug or alcohol abuse; repeated and extended unexcused absences from the City Manager's office and duties; or a

willful and serious violation of the Town's Standards of Conduct, as set forth in subchapter 3.03 of the Colma Administrative Code.

(ii) Employer must give written notice of its intent to terminate for cause. The Town shall provide thirty (30) days' advance notice. Within three calendar (3) days after delivery to Employee of such notice of termination for cause, Employee may, by written notification to the City Council, request a name-clearing hearing before the City Council. Thereafter, the City Council shall fix a time for the hearing, which shall be held at the usual meeting place, and should be held within thirty (30) days of receipt of the written request from Employee, at which Employee shall appear and be heard, with or without counsel. The meeting shall be informal, and shall not involve the taking of testimony. The Parties agree that the purpose of this hearing is to allow Employee to present any "name-clearing" information he wishes to provide. The City Council has the sole and absolute discretion to terminate, and its action shall be final and binding and shall not depend upon any particular showing or degree of proof at the hearing.

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

## **9. Termination by Employee**

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

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

(c) *No Personal Leave.* During the 30-day period after giving notice of termination, Employee agrees not to take any vacation leave or management leave without the express consent of the City Council. Employee further agrees, during said period, to assist in transition of duties to the new City Manager as may be directed by the City Council.

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

**10. Notice**

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

**11. Waiver of Terms**

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

**12. Applicable Law**

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

**13. Disputes**

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

**14. Investigation and Advice**

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

**15. Entire Contract**

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

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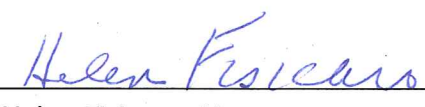
**Execution.** In Witness thereof, the parties hereto have signed this Contract on the respective dates shown below.

Dated 4/2/17

  
Brian Dossey, Employee

Dated: 12/6/17

TOWN OF COLMA (Employer)

By   
Helen Fiscaro, Mayor

