



**AGENDA
REGULAR MEETING
CITY COUNCIL OF THE TOWN OF COLMA
Wednesday, October 27, 2021
Closed Session - 6:00 PM
Regular Session - 7:00 PM**

The City Council meeting will be conducted virtually pursuant to the provisions of Assembly Bill 361 amending the Ralph M. Brown Act and Government Code Section 54953(e) (and without compliance with section 54953(b)(3)) related to conducting public meetings during the COVID-19 pandemic based on the current State of Emergency and the existing State recommendations on social distancing. The Council Chambers will not be open to the public for this City Council meeting.

Members of the public may view the meeting by attending, via telephone or computer, the Zoom Meeting listed below:

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Members of the public may provide written comments by email to the City Clerk at ccorley@colma.ca.gov before or during the meeting. Emailed comments should include the specific agenda item on which you are commenting or note that your comment concerns an item that is not on the agenda. The length of the emailed comment should be commensurate with the three minutes customarily allowed for verbal comments, which is approximately 250-300 words. Verbal comments will also be accepted during the meeting.

CLOSED SESSION – 6:00 PM

1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators.

Agency Negotiator:	Austris Rungis, IEDA
Employee Organizations:	Colma Peace Officers Association and Colma Communications/Records Association
Unrepresented Employees:	All

PLEDGE OF ALLEGIANCE AND ROLL CALL – 7:00 PM

REPORT FROM CLOSED SESSION

ADOPTION OF AGENDA

PRESENTATION

- San Francisco International Airport Community Roundtable Coordinator
- Board of Trustees for the Jefferson Union High School District
- Proclamation in honor of Native American Heritage Month

PUBLIC COMMENTS

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

CONSENT CALENDAR

2. Motion to Accept the Minutes from the October 13, 2021 Special Meeting.
3. Motion to Accept the Minutes from the October 13, 2021 Regular Meeting.
4. Motion to Adopt an Ordinance Amending Colma Municipal Code Subchapter 3.05 Relating to Collection of Solid Waste, Recyclables, and Organic Waste (second reading).
5. Motion to Adopt a Resolution Approving the Second Amendment to and Restatement of the Joint Powers Agreement Establishing the Peninsula Traffic Congestion Relief Alliance and Authorizing Execution of Same.
6. Motion to Adopt a Resolution Reappointing Laura Walsh to the Board of Trustees of the San Mateo County Mosquito and Vector Control District.

NEW BUSINESS

7. CREEKSIDE VILLAS RENT INCREASE

Consider: Motion to Adopt a Resolution Amending Colma Administrative Code Section 2.02.060 to Increase the Monthly Rent for New Tenants Moving into Creekside Villas on or After December 1, 2021 to \$1,050.00 Per Month.

STUDY SESSION

8. REVIEW OF MISSION ROAD LANDSCAPING OPTIONS

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

REPORTS

Mayor/City Council

City Manager

ADJOURNMENT

The City Council Meeting Agenda Packet and supporting documents are available for review on the Town's website www.colma.ca.gov or at Colma Town Hall, 1198 El Camino Real, Colma, CA. Persons interested in obtaining an agenda via e-mail should call Caitlin Corley, City Clerk at 650-997-8300 or email a request to ccorley@colma.ca.gov.

Reasonable Accommodation

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



1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators.

Agency Negotiator: Austris Rungis, IEDA
Employee Organizations: Colma Peace Officers Association and Colma Communications/Records Association
Unrepresented Employees: All

This is a Closed Session item; there is no staff report for this item.



**MINUTES
SPECIAL MEETING**

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

**Wednesday, October 13, 2021
11:00 A.M.**

CALL TO ORDER

Mayor Diana Colvin called the meeting to order at 11:00 a.m.

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

Staff Present – City Manager Brian Dossey, Chief of Police John Munsey, Administrative Services Director Pak Lin, Director of Public Works Brad Donohue, City Clerk Caitlin Corley, and Interim Recreation Manager Angelika Abellana were in attendance.

WELCOME AND INTRODUCTION OF SPECIAL GUESTS

Mayor Colvin made opening remarks and welcomed special guests:

- Fabio Ballerini, Deputy Vice Consul, representing the Italian Consulate General in San Francisco
- Marcellino Gemelli, President of the National Association of Carabinieri - San Francisco
- Leo Pierini, President of the California Law Enforcement Columbia Association
- Dennis Fisicaro, Former Mayor of Colma
- Steve Chiappari, General Manager from the Italian Cemetery
- Maureen O'Connor, President of the Colma Historical Association
- Michael Rocchetta, Vice President of the Colma Historical Association
- Richard Rocchetta, Secretary of the Colma Historical Association

PROCLAMATION IN HONOR OF ITALIAN CULTURE AND HERITAGE MONTH

Mayor Colvin stated, "It is an honor to have you all here with us today as we proclaim the month of October National Italian Heritage and Culture Month and raise the Italian Flag in recognition. Colma has such strong ties to the Italian Community, and we are so pleased and proud to be able to recognize the important contributions that they have made here in Colma and more broadly in the United States."

Mayor Colvin then read a proclamation in recognition of honor of October as Italian Culture and Heritage Month.

RAISING OF THE ITALIAN FLAG

Colma Police Officers raised the Italian Flag.

REMARKS BY FABIO BALLERINI , DEPUTY VICE COUNSUL OF THE ITALIAN CONSULATE

Mayor Colvin presented Deputy Vice Consul Fabio Ballerini with the proclamation. He thanked Colma for the recognition and made remarks.

REMARKS BY VICE MAYOR AND COUNCIL MEMBERS

Council Member Goodwin made remarks.

REMARKS BY OTHER DISTINGUISHED GUESTS

Marcellino Gemelli, President of the National Association of Carabinieri - San Francisco made remarks.

Leo Pierini, President of the California Law Enforcement Columbia Association made remarks.

ADJOURNMENT

Mayor Colvin adjourned the meeting at 11:24 a.m. and invited everyone to stay for refreshments.

Respectfully submitted,

Caitlin Corley
City Clerk

**MINUTES
REGULAR MEETING**

City Council of the Town of Colma
Meeting Held Remotely via Zoom.us
Wednesday, October 13, 2021
Closed Session - 6:00 PM
Regular Session - 7:00 PM

CLOSED SESSION – 6:00 PM

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1)

Nelly Vasquez v. Town of Colma, Colma Police Department, et. al.
San Francisco Superior Court Case No. CGC-21-594892

PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Diana Colvin called the meeting to order at 7:00 p.m.

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

Staff Present – City Manager Brian Dossey, City Attorney Christopher Diaz, Administrative Services Director Pak Lin, Chief of Police John Munsey, Director of Public Works Brad Donohue, City Planner Farhad Mortazavi, Associate Planner Laurel Mathews, and City Clerk Caitlin Corley were in attendance.

The Mayor announced, “Welcome to another of our completely remote Council Meeting. As always, we are accepting public comments through email or the zoom chat function—you can email our City Clerk at ccorley@colma.ca.gov or use the chat function to let her know which item you would like to speak on. Please keep your comments to 3 minutes or less. Thank you.”

REPORT FROM CLOSED SESSION

Mayor Colvin announced, “Direction was given to staff at the end of tonight’s closed session.”

ADOPTION OF THE AGENDA

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

Action: Council Member del Rosario 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	
Diana Colvin, Mayor	✓				
Helen Fisicaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
John Irish Goodwin	✓				
	5	0			

PRESENTATION

- Proclamation in Recognition of Italian Heritage Month:

The Mayor stated, "This morning, we had a wonderful event at the Community Center to raise the Italian Flag, and present a proclamation in honor of Italian Heritage and Culture Month. We were honored to be joined by Fabio Ballerini, Deputy Vice Consul of the Italian Consulate General in San Francisco, as well as Marcellino Gemelli, President of the National Association of Carabinieri - San Francisco, and Leo Pierini, President of the California Law Enforcement Columbia Association."

She then read the proclamation while the clerk showed photos from the event.

- Dave Fribush of Peninsula Clean Energy presented on potential solar installation at the Community Center. Resident Ken Gonzalez made a comment on the presentation. Council discussion followed.

PUBLIC COMMENTS

Mayor Colvin opened the public comment period at 7:50 p.m. Resident Thom Taylor made a comment. Miguel Guerrero of the Supervisorial District Lines Advisory Commission made a comment encouraging residents of the county to get involved in the county's redistricting process. The Mayor closed the public comment period at 7:54 p.m.

CONSENT CALENDAR

2. Motion to Accept the Minutes from the September 22, 2021 Regular Meeting.
3. Motion to Approve Report of Checks Paid for September 2021.
4. Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the Third Quarter of 2021.
5. Motion Approving the Town's Response to the Grand Jury Report Dated August 11, 2021, Regarding "San Mateo County: California's Ground Zero for Sea Level Rise."
6. Motion to Adopt a Resolution Supporting the Colma El Camino Real Bicycle and Pedestrian Improvement Plan Project and Authorizing the Submittal of an Application for Measure A and Measure W Highway Program Funding.
7. Motion Rejecting All Bids for the F Street Retaining Wall Improvement Project.

8. Motion to Adopt a Resolution of the City Council of the Town of Colma Supporting the Cities Gaming Initiative.

Action: Council Member Goodwin moved to approve the consent calendar items #2 through 8; the motion was seconded by Vice Mayor Fiscaro and carried by the following vote:

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

PUBLIC HEARING

9. **SB 1383 ORDINANCE – MANDATORY ORGANIC WASTE DISPOSAL REDUCTION**

Sustainability Programs Manager Kathleen Gallagher presented the staff report. Mayor Colvin opened the public comment period at 8:16 p.m. Resident Ken Gonzalez made a comment. The Mayor closed the public comment period at 8:23 p.m. Council discussion followed.

Action: Council Member Goodwin moved to Introduce and Waive a Further Reading of an Ordinance Amending Colma Municipal Code Subchapter 3.05 Relating to the Collection, Processing and Disposal of Solid Waste, Recycling and Organics to Include Provisions Related to Mandatory Organic Waste Disposal Reduction for Compliance with Senate Bill (SB) 1383 Regulations; the motion was seconded by Vice Mayor Fiscaro and carried by the following vote:

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

NEW BUSINESS

10. **CONTINUATION OF VIRTUAL MEETINGS**

City Attorney Christopher Diaz presented the staff report. Mayor Colvin opened the public comment period at 8:45 p.m. and seeing no one request to speak, the Mayor closed the public comment period. Council discussion followed.

Action: Council Meeting Gonzalez moved to Adopt a Resolution Making Findings and Determinations Under Assembly Bill 361 for the Continuation of Virtual Meetings; the motion was seconded by Vice Mayor Fiscaro and carried by the following vote:

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

STUDY SESSION

11. PUBLIC ART IN COLMA

Associate Planner Laurel Mathews presented the staff report. Mayor Colvin opened the public comment period at 9:07 p.m. and seeing no one request to speak, the Mayor closed the public comment period. Council discussion followed.

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

COUNCIL CALENDARING

The next Regular Meeting will be on Wednesday, October 27, 2021 at 7:00 p.m.

REPORTS

City Manager Brian Dossey gave an update on the following topics:

- There will be a Closed Session on Wednesday, October 27 at 6:00 p.m.
- Cinema in the Cemetery will be on Saturday, October 16, 2021 at the Italian Cemetery.

ADJOURNMENT

Mayor Colvin adjourned the meeting at 9:23 p.m.

Respectfully submitted,

Caitlin Corley
City Clerk

ORDINANCE NO. - _____

OF THE CITY COUNCIL OF THE TOWN OF COLMA

AN ORDINANCE AMENDING COLMA MUNICIPAL CODE SUBCHAPTER 3.05 RELATING TO COLLECTION OF SOLID WASTE, RECYCLABLES, AND ORGANIC WASTE

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

ARTICLE 1. FINDINGS, PURPOSE AND AUTHORITY

The City Council of the Town of Colma finds:

(a) SB 1383 (Chapter 395, Statutes of 2016) directed the California Department of Resources Recycling and Recovery (“CalRecycle”) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025.

(b) SB 1383 also requires the regulations to recover, for human consumption, at least 20 percent of edible food that is currently thrown away.

(c) CalRecycle promulgated regulations as directed in SB 1383 in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations”).

(d) The SB 1383 Regulations require cities, counties, and special districts providing solid waste collection services to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations including regulation of waste haulers and generators of organic waste and edible food, and enforcement mechanisms and penalties for violations.

(e) The SB 1383 Regulations requires the Town of Colma to adopt an ordinance to enforce the SB 1383 Regulations by January 1, 2022.

(e) The City Council desires to amend Colma Municipal Code Subchapter 3.05 to comply with the SB 1383 Regulations.

ARTICLE 2. SUBCHAPTER 3.05 AMENDED

Subchapter 3.05 of the Colma Municipal Code is hereby repealed and restated in its entirety to read as provided herein.

ARTICLE 3. SUBCHAPTER 3.05, DIVISION 1 – GENERAL

The following sections are added to subchapter 3.05, Collection of Solid Waste, Recyclables, and Organic Waste, of the Colma Municipal Code as “Division 1 – General.”

Subchapter 5.04 - Collection of Solid Waste, Recyclables, and Organic Waste

Division 1: General

3.05.010 Findings; Purposes.

- (a) The City Council finds and determines that:
- (1) It is in the public interest to:
 - (A) maximize waste reduction, Recycling and composting options;
 - (B) reduce the amount of Solid Waste, Recyclables and Organic Waste disposed in landfills;
 - (C) recycle paper, aluminum, metal containers, glass, corrugated cardboard, certain plastic containers, and other Recyclable Materials as may be determined from time to time by the City Council;
 - (D) grant franchises and permits to persons and businesses engaged in the collection of Recyclable Materials therein; and
 - (E) require comprehensive reporting of the collection of Recyclable Material by all haulers in the Town to assist in compliance with the CalRecycle Electronic Annual Report.
 - (2) The Town's Recycling program may be negatively impacted by unauthorized scavengers taking Recyclable Materials before those materials can be picked up by a Franchisee or Permittee.
- (b) State Recycling law, Assembly Bill 939, or the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their local jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (c) State Recycling law, AB 341 of 2011, places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for Recycling services and requires local jurisdictions to implement a Mandatory Commercial Recycling program.
- (d) State organics Recycling law, Assembly Bill 1826 of 2014, requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for Recycling services for that waste, requires local jurisdictions to implement a Recycling program to divert Organic Waste from businesses subject to the law, and requires local jurisdictions to implement a Mandatory Commercial Organics Recycling program.

(e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires local jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. The SB 1383 Regulations are intended to divert organic waste from landfills and recover edible food for human consumption.

(f) The purpose of this subchapter is to comply with the Recycling and reporting requirements of AB 939 (hereafter, the "Waste Management Act"), as amended from time to time, including amendments made by SB 1016, AB 341, AB 1826, SB 1383, and their implementing regulations. Specifically, but without limitation, this subchapter is intended to:

- (1) increase Recycling participation rates;
- (2) improve the recovery rates of Recyclable Materials;
- (3) improve reporting capabilities to CalRecycle;
- (4) comply with state Recycling laws;
- (5) reduce waste to landfill; and
- (6) maintain a cost effective, garbage, Recycling, and organic waste collection program for the residents, businesses and institutions of the Town.

3.05.020 Definitions.

For the purpose of this subchapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural number.

(a) "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

(b) "CalRecycle" means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.

(c) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this subchapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

(d) "Charitable Entity" means any not-for-profit organization or entity maintained for community service, education or the public good, including service clubs, scouting organizations, religious and educational organizations and recognized charities.

(e) "Collect" or "Collection" means the operation of gathering together and transporting Solid Waste to a point of disposal and/or Recycling or composting.

(f) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6).

(g) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this subchapter.

(h) "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4), or, as otherwise defined by 14 CCR Section 18982(a)(8).

(i) "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(j) "Compliance Review" means a review of records by the Town to determine compliance with this subchapter.

(k) "Construction and Demolition Debris" or "C&D" means materials resulting from construction, renovation, remodeling, repair or demolition operations and which has been segregated for Recycling, reuse or remanufacture. Materials include but are not limited to wood, asphalt, concrete, drywall, steel rebar, roofing material and other materials resulting construction, renovation, remodeling, repair or demolition operations.

(l) "Container" means a cart, bin, roll-off, compactor or similar receptacle used to temporarily store Solid Waste, Recyclable Materials, or Organic Waste for collection service.

(m) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

(n) "Designee" means an entity that the Town contracts with or otherwise arranges to carry out any of the Town's responsibilities of this subchapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a franchised hauler, a private entity, or a combination of those entities.

(o) "Designee for Edible Food Recovery" means the County of San Mateo's Office of Sustainability with which the Town has a Memorandum of Understanding for the purposes of Edible Food Recovery including, but not limited to, inspection, investigation, and enforcement of the Edible Food Recovery provisions of this subchapter. Contact information for the Designee for Edible Food Recovery can be found on the County of San Mateo Office of Sustainability website.

(p) "Donate" or "donation" means the act of a generator of Recyclable Materials or Organic Waste giving or conveying items or materials to another person or company, without paying the

recipient or providing any other form of consideration for taking and/or hauling away the donated materials.

(q) "E-waste" means electronic equipment nearing the end of its useful life and determined by the Department of Toxic Substances Control to be covered by the Electronic Waste Recycling Act of 2003. Computers, televisions, VCRs, stereos, copiers, and fax machines are common E-waste products.

(r) "Edible Food" means food intended for and fit for human consumption and collected or received from a Tier One or Tier Two Commercial Edible Food Generator.

(s) "Edible Food Recovery" means actions to collect, receive, and/or re-distribute Edible Food for human consumption from Tier One and Tier Two Commercial Edible Food Generators that otherwise would be disposed of.

(t) "Enforcement Action" means an action of the Town to address non-compliance with this subchapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(u) "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Town and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the Town's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Town, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, Recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

(v) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

(w) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(x) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Tier One or Tier Two Commercial Edible Food Generators and distributes that Edible Food either directly or through other entities, including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code.
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- (y) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Tier One or Tier Two Commercial Edible Food Generator to a Food Recovery Organization or other entities for Edible Food Recovery.
- (z) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.
- (aa) "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells and other food materials and may be modified from time to time per Hauler's organics collection materials requirements. Food Scraps excludes fats, oils, and grease.
- (bb) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons and materials and may be modified from time to time per Hauler's organics collection materials requirements .
- (cc) "Food Waste" means all Food Scraps, Food-Soiled Paper, and includes Biodegradable Products Institute (BPI) certified container products and other materials which may be included in the organics collection.
- (dd) "Franchise Agreement" means an agreement between the Town and an individual, association or firm, organization or other business entity for the collection of Solid Waste, including Recyclables and Organic Waste.
- (ee) "Franchisee" means an individual, association, firm, organization or other business entity who has entered into a franchise agreement with the Town, whether or not said entity is operated for profit, for the collection of Solid Waste, including Recyclables, within the Town.
- (ff) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (gg) "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a) (6.5).
- (hh) "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (ii) "Greenhouse gas" or "GHG" means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFC), perfluorocarbons (PFC), and other fluorinated greenhouse gases.

(jj) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

(kk) "Hauler" means a person or entity, or the agents or employees thereof, whom the Town shall have duly licensed, franchised, granted a permit to, or contracted with, to collect, carry, transport, compost, and/or recycle Solid Waste, Recyclables, and Organic Waste within the Town.

(ll) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the Town's collection service area, or as otherwise defined in 14 CCR Section 18982(a) (31.5).

(mm) "Hazardous Waste" means any material, which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged or any waste which is defined or regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law. If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of "hazardous waste", for purposes of collection, transportation, processing and/or disposal, the broader, more expansive definition shall be employed for purposes of this subchapter. Hazardous Waste includes, but is not limited to any of the following:

- (1) Materials regulated by section 40141 of the California Public Resources Code, sections 25110.02, 25115, 25117, 25281 or 25316 of the California Health and Safety Code (the California Hazardous Waste Control Act), and section 13050 of the California Water Code;
- (2) Low-level radioactive waste regulated under Chapter 7.6 (commencing with § 28500) of Division 20 of the Health and Safety Code or under Chapter 6.1 (commencing with § 25015) of Division 20 of the Health and Safety Code);
- (3) Materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations;
- (4) Materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal State of California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.;
- (5) Materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., as amended, and regulations promulgated thereunder; or materials regulated under any future amendments to or re-codification of these statutes or regulations promulgated

thereunder and any future additional or substitute federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste.

(nn) "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

(oo) "Household Hazardous Waste" means latex paint, batteries, oil filters, fluorescent lamps and tubes including compact fluorescent light bulbs (CFLs), motor oil and other petroleum-based products, cleaning supplies, fire extinguishers, mercury products including thermometers, thermostats, oil based paints, thinners, stains, fertilizers, pesticides, aerosols and antifreeze commonly used in residences.

(pp) "Inspection" means a site visit where the Town, the franchised hauler or other Designee reviews records, containers, and an entity's collection, handling, Recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this subchapter, or as otherwise defined in 14 CCR Section 18982(a)(35). "Inspection" for the purposes of Edible Food Recovery, "Inspection" means actions to review contracts and other records related to the recovery of Edible Food and may occur off-site via email and other forms of electronic communication, as well as the on-site review of an entity's records and collection, handling, and other procedures for the recovery of Edible Food to determine if the entity is complying with the requirements of this subchapter.

(qq) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this subchapter.

(rr) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this subchapter and implementation of the SB 1383 Regulations, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this subchapter and implementation of the SB 1383 Regulations, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this sun.

(ss) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(tt) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

(uu) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

(vv) "Notice of Violation" or "NOV" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(ww) "Nuisance" means anything which is injurious to human health or is indecent or offensive to the senses and interferes with the comfortable enjoyment of life or property, and affects at the same time an entire community or neighborhood or any considerable number of persons although the extent of annoyance or damage inflicted upon the individual may be unequal, and which occurs as a result of the storage, removal, transport, processing or disposal of Solid Waste.

(xx) "Organic Waste" means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(yy) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(zz) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51). Printing, writing papers including, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(aaa) "Permittee" means an individual, association, firm, organization or other business entity person which has a valid permit from the Town to collect Recyclables within the Town.

(bbb) "Prohibited Container Contaminants" means the following:

- (1) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Town's Blue Container.

- (2) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Town's Green Container.
- (3) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Town's Green Container and/or Blue Container; and,
- (4) Excluded Waste placed in any container.

(ccc) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

(ddd) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(eee) "Recyclable Materials" or "Recyclables" means Solid Waste which may be reused or processed into a form suitable for reuse through reprocessing or remanufacture consistent with the requirements of AB 939, as amended, including, without limitation: paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, metal, food and beverage containers, compostable materials (including food waste, yard waste and other organic materials); wood, brick and stone in reusable size and condition; and Construction and Demolition Debris.

(fff) "Recycle" or "Recycling" means the process of collecting, sorting, cleansing, treating, and/or reconstituting materials that would otherwise become Solid Wastes, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include transformation, as defined in Public Resources Code section 40201.

(ggg) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(hhh) "Refuse" means all putrescible and non-putrescible Solid Wastes (except body wastes), whether combustible or non-combustible, including garbage, rubbish, ashes, street cleanings, dead animals, and solid industrial wastes.

(iii) "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to see contents of Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

(jjj) "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

(kkk) "Responsible Person" means an individual, association, firm, organization or other business entity, whether or not said entity is operated for profit, determined by the Town to be qualified and capable of performing each and every obligation imposed by this subchapter.

(lll) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(mmm) "Roll-off containers" or "pull-on containers" means any large detachable containers, eight cubic yards or more in capacity, employed in a system of materials handling in which the loaded container is pulled onto the service vehicle mechanically and transported to an approved site for emptying.

(nnn) "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

(ooo) "SB 1383" means Senate Bill 1383 (Chapter 395, Statutes of 2016), establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(ppp) "SB 1383 Regulations" means the regulations developed by CalRecycle and contained within 14 CCR, Division 7, Chapter 12 and the amended portions of 14 CCR and 27 CCR.

(qqq) "Scavenge" means the act of removing Solid Waste, Recyclables, and/or Organic Waste from a can, bin, or other container into which the Solid Waste, Recyclables, and/or Organic Waste have been placed for collection by a Hauler. Removal by a Hauler shall not constitute scavenging.

(rrr) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste, or Recyclable Materials he or she has generated to another person. Self-Hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A). For the purposes of Edible Food Recovery, "Self-Hauler" means a Commercial Edible Food Generator which holds a contract with and hauls Edible Food to a Food Recovery Organization or other site for redistribution according to the requirements of this subchapter.

(sss) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

(ttt) "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, and all Recyclables and Organic Waste, including but not limited to garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-Solid Wastes,

and other discarded solid and semi-solid Wastes, except that Solid Waste does not mean or include any of the following wastes:

- (1) Hazardous waste, as defined in Public Resources Code, section 40141;
- (2) Special waste, as defined in this subchapter;
- (3) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code); and
- (4) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to this division.

(uuu) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for Recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the subchapter, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

(vvv) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste.

(www) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables.

(xxx) "Special Waste" means any waste matter which is a Hazardous Waste or which requires special handling or processing, including any of the following: flammable waste; waste transported in a bulk tanker; liquid waste; sewage sludge; waste from a septic system or other wastewater treatment or pollution control process; residue and debris from the cleanup of a spill or release of any chemical substance; any soil, waste, residue, debris or other material contaminated by any hazardous material or hazardous waste; dead animals; manure; explosive substances or substances or materials that have been exposed to highly infectious or contagious diseases.

(yyy) "State" means the State of California.

(zzz) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(aaaa) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following: Supermarket, Grocery Store with a total facility size equal to or greater than 10,000 square feet, Food Service Provider, Food Distributor or Wholesale Food Vendor. If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this subchapter.

(bbbb) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following: Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet, Hotel with an on-site Food Facility and 200 or more rooms, Health facility with an on-site Food Facility and 100 or more beds, Large Venue, Large Event or a State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet, or a Local Education Agency facility with an on-site Food Facility. If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this subchapter.

(cccc) "Town" means the Town of Colma, California.

(dddd) "Town Enforcement Official" means the city manager or their Designee who is responsible for enforcing the subchapter, including a Regional or County Agency Enforcement Official.

(eeee) "Universal waste" means materials that are hazardous wastes and are generated by several sectors of society, rather than a single source or industry. Universal wastes are not to be disposed of in the trash but are to be properly recycled and or handled in accordance with laws regarding Universal Waste. Universal waste include batteries, cell phones, computers, computer monitors, fluorescent light bulbs, televisions, non-empty aerosol cans, items containing mercury, electronic devices, or any other material, device or item meeting the definitions of "universal waste" or "electronic device" in 22 CCR Sections 66273.9 or 66261.9, as they may be amended.

(ffff) "Vector" means any insect or other arthropod, rodent or other animal capable of transmitting the causative agents of human disease, or disrupting the normal enjoyment of life by adversely affecting the public health and well-being.

(gggg) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

3.05.030 Minimum Standards.

The provisions of this subchapter shall be the minimum requirements for compliance with state Recycling and organic waste diversion mandates, and for protecting the, public health, safety, convenience and general welfare. Higher standards may be imposed by a franchise agreement or a permit.

3.05.040 No Hauling without a Franchise or Permit.

Except as expressly provided in this subchapter, it is unlawful for any person to collect, transport over any of the streets of the Town, or dispose of, any Solid Waste generated or accumulated in the Town of Colma, including Recyclables and Organic Waste, unless such person has entered into a franchise agreement with or has obtained a permit issued by the Town to collect and dispose of one or more types of Solid Waste, Recyclables, or Organic Waste.

3.05.050 Illegal Dumping.

It is unlawful to dump or place Solid Waste, including Recyclables, Organic Waste, Special Waste or Hazardous Waste materials on any lot, land, street, avenue, alley, creek or highway within the Town, except to the extent that a temporary accumulation of such materials is allowed in a particular place under the provisions of a permit issued by the Town.

3.05.060 Duty to Properly Store, Dispose of Solid Waste, and Sort Recyclables, and Organic Waste.

(a) It is unlawful to keep, deposit, bury or dispose of any Solid Waste (including Recyclables and Organic Waste), Special Waste and Hazardous Waste materials in or upon any public property, street, alley, sidewalk, gutter, park or upon the banks of any stream or creek in the Town, or in or upon any of the waters thereof, except as provided in this subchapter, and every person in the Town who disposes of Solid Waste materials shall dispose of same only in the manner provided in this subchapter.

(b) It is unlawful to keep, deposit, bury or dispose of any Solid Waste (including Recyclables and Organic Waste), Special Waste and Hazardous Waste materials in or upon any private property without the permission of the owner or occupant of that property. Each person who disposes of Solid Waste materials on private property shall dispose of same only in the manner provided in this subchapter.

(c) It is unlawful to store Solid Waste in such a manner so as to promote the propagation, harborage, attraction of vectors, or the creation of a nuisance, or dispose of refuse except as provided in this subchapter.

(d) Each person owning, operating, occupying or in charge of any vacant or occupied premises, business establishment, industry or other property in the Town shall be responsible for the safe and sanitary storage and disposal of Solid Waste (including Recyclables and Organic Waste), special waste and hazardous waste accumulated on the property.

3.05.070 Mandatory Subscription to Solid Waste, Recyclables, and Organic Waste Collection Services.

(a) Each person owning, operating, occupying or in charge of any occupied premises, business establishment, industry or other property in the Town shall subscribe to Solid Waste, Recyclables, an Organic Waste collection service provided by an Franchisee or Permittee in compliance with the provisions of this subchapter.

(b) Single-Family Organic Waste Generators shall subscribe to the Town's Organic Waste collection services for all Organic Waste. Town or its Designee shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the Town or its Designee.

(c) Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall subscribe to Solid Waste, Recyclables, and Organic Waste collection service provided by an Franchisee or Permittee in compliance with the provisions of this subchapter, unless it receives a waiver under Section 3.05.130 or is otherwise exempt. Town or its Designee shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the Town or their Designee.

(d) It is unlawful to arrange for Solid Waste, Recyclables, or Organic Waste collection services provided by any Franchisee or Permittee not holding a valid franchise or permit issued by the Town, whether such services are provided on an ongoing basis, as needed, or with any other frequency.

3.05.080 Design Requirements.

The design of any new, substantially remodeled, or expanded building or other facility shall provide for the proper storage and collection of Solid Waste, Recyclables, and Organic Waste, and must be approved by the Building Official prior to commencement of construction.

3.05.090 Maintenance and Use of Containers.

(a) *Preparation of Solid Waste.* All Solid Waste, including Recyclables and Organic Waste, shall be drained of free liquid before being deposited for collection.

(b) *Unlawful Use.*

(1) It is unlawful to use Solid Waste, Recycling, or Organic Waste containers provided by a Franchisee or Permittee for any purpose other than to facilitate collection by such Franchisee or Permittee.

(2) It is unlawful to use Solid Waste, Recycling, or Organic Waste containers provided by the owner or occupant of property for any purpose other than to facilitate collection of Solid Waste by the owner or occupant of the property or by persons authorized by the owner or occupant to use such containers.

(c) *Maintaining Solid Waste, Recycling, or Organic Waste Containers.* It is the duty of each person subscribing to services for the collection and handling of Solid Waste, Recyclables, and Organic Waste to maintain receptacles in a reasonably safe and secure manner; and all such receptacles shall be so placed and kept at the designated collection location so as to be readily accessible for removal and collection therefrom and placed such that they will not be a public nuisance or in any degree offensive.

(d) *Containers.* All Solid Waste, Recyclables, and Organic Waste containers for residents or businesses must be non-absorbent, water-tight, vector-resistant, durable, easily cleanable, and designed for safe handling. Containers should be of an adequate size and in sufficient numbers to contain, without overflowing, all the Solid Waste, Recyclables, and Organic Waste that a residence, business or other establishment generates within the designated removal period. Containers when filled shall not exceed weight limits established by the Hauler. Containers shall be maintained in a clean, safe, sound condition, free from putrescible residue, and may not have ragged or sharp edges, or have any other defect liable to hamper or injure any person collecting the contents thereof.

(e) *Separation of Solid Waste from Recyclables and Organics.* Generators shall separate Solid Wastes from Recyclables and Organic Waste and are to be placed in separate containers. Solid Waste shall not be commingled with Recyclables or Organic Waste, and Recyclables shall not be commingled with Organic Waste. Generators shall place designated materials in designated containers and shall not place Prohibited Container Contaminants in collection containers. Using the three-container Collection service (Blue Container, Green Container, and Gray Container), Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

(f) *Points of Collection.* Containers shall be placed for collection at ground level on the property, not within the right-of-way of a street or alley, and accessible to not more than forty feet from the side of the street or alley from which collection is made, provided that containers may be placed for collection at other than ground level and at a distance of more than forty feet when an additional payment for the extra service is agreed upon with the operator. Notwithstanding the provisions of this subsection, Containers used in automated collection service may be placed in a street or alley as directed by the Hauler.

(g) *Additional Requirements for Commercial Businesses.* Commercial Businesses (including Multi-Family Residential Dwellings) shall:

- (1) Supply and allow access to adequate number, size, and location of Town's Blue Container, Green Container, and Gray Container collection containers with sufficient labels that include language and or graphic images showing the materials accepted, and materials that are prohibited in that Container. (conforming with Sections 3.05.090(g)(3)(A) and 3.05.090(g)(3)(B) below) for employees, contractors, tenants, and customers, consistent with Town's Blue Container, Green Container, and Gray Container collection service.

- (2) Provide containers for collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business (excludes Multi-Family Residential Dwellings). If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that container in all areas where disposal containers are provided for customers.
- (3) Pursuant to 14 CCR Section 18984.9(b), these Containers provided by the business shall have either:
 - (A) A body or lid that is color compliant: Green for Source Separated Organic Waste including Food Waste; Blue for Source Separated Recyclable Materials, Gray for non-Organic Waste and non-Recyclable Waste. A Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (B) Container labels that include language and or graphic images showing the materials accepted, and the materials that are prohibited in that Container and or Containers with imprinted text or graphic images that indicate the materials accepted and materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (4) Through education, training, Inspection, and/or other measures to the extent possible (excluding Multi-Family Residential Dwellings), prohibit employees from placing materials in a Container not designated for those materials per the Town's Blue Container, Green Container, and Gray Container collection service.
- (5) Periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep Contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3) (excluding Multi-Family Residential Dwellings).
- (6) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (7) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

- (8) Provide access for Town or its Designee to their properties during all Inspections conducted in accordance with Section 3.05.330 to confirm compliance with the requirements of this subchapter.
- (9) Cooperate with Town's or its Designee's Inspection of the contents of containers for Prohibited Container Contaminants.
- (10) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (11) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 3.05.190.

3.05.100 Unauthorized Removal of Solid Waste, Recyclables, or Organic Waste from Containers.

No person, other than the owner or occupant of premises generating the Solid Waste, Recyclables, and Organic Waste that has been placed for collection in a container, or an employee or agent of the Franchisee or Permittee, shall tamper with any Container or remove or scavenge its contents. Among other things, this section prohibits the scavenging of Recyclable Materials from any Container in which they have been placed for collection, but shall not be deemed to prohibit the generator of Recyclable Materials from selling or donating such materials to a buyer or donee other than a Hauler.

3.05.110 Disposal and Handling of Special Waste.

(a) *Contagious Disease Refuse.* The removal of clothing, bedding or other Refuse from homes or other places where highly infectious or contagious diseases have prevailed should be performed under the supervision and direction of the County Health Officer. Such Refuse shall not be placed in Containers for regular Collection.

(b) *Inflammable or Explosive Refuse.* Highly inflammable or explosive material shall not be placed in containers for regular collection or refuse, but shall be disposed of as directed by the Colma Fire District Chief at the expense of the owner or processor thereof.

(c) *Special Waste and Universal Waste.* Notwithstanding any other provision of this subchapter, it shall be unlawful for any person, firm or corporation to dispose of, discard or place any Special Waste or universal waste in any receptacle or container placed and intended for Collection and disposal by a Hauler, unless otherwise authorized by the Hauler. All Special Waste and universal waste shall be disposed of in compliance with applicable state laws and regulations.

3.05.120 Frequency of Collection.

(a) No person owning, operating, occupying, or in charge of any premises, business establishment, industry or other property, vacant or occupied, in the Town shall permit, allow or

suffer any garbage to be, remain, or accumulate on any such premises for any period longer than one week.

(b) Each person engaged in selling or furnishing food or drink to members of the public, whether as a primary business or incidental to another business, such as but not limited to bars, soda fountains, restaurants, and theaters, shall remove, or cause to be removed, all garbage accumulated in connection therewith as often as necessary as directed by the County Health Officer, but not less than one time each week.

3.05.130 Waivers.

(a) De Minimis Waivers. The Town may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all the Organic Waste requirements of this subchapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 3.05.130(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 3.05.130(a)(2) below.
- (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
- (3) Notify Town if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
- (4) Provide written verification of eligibility for de minimis waiver every 5 years if Town has approved de minimis waiver.

(b) Physical Space Waivers. The Town may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the Town has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection Containers required for compliance with the Organic Waste collection requirements.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to Town that it is still eligible for physical space waiver every five years if Town has approved application for a physical space waiver.

ARTICLE 4. SUBCHAPTER 3.05, DIVISION 2 – RECYCLING AND ORGANIC WASTE COLLECTION

The following sections are added to subchapter 3.05, Collection of Solid Waste, Recyclables, and Organic Waste, of the Colma Municipal Code as "Division 2 – Recycling and Organic Waste Collection."

Subchapter 5.04 - Collection of Solid Waste, Recyclables, and Organic Waste

Division 2: Recycling and Organic Waste Collection

3.05.140 Mandatory Recycling and Organic Waste Collection Services.

(a) Each owner or operator of a Commercial Business shall arrange for Recycling and from a Franchisee or Permittee. Each owner or operator of a Commercial Business shall arrange for Organic Waste Collection from a Franchisee. Each owner or operator of a Commercial Business shall Source-separate Recyclable Materials and Organic Waste from Solid Waste and subscribe to Recycling and Organic Waste Collection services that includes collection, self-haul, or make other arrangements for the pick-up of Recyclable Materials or Organic Waste; or

(b) A property owner of a Multi-Family Residential Dwelling may require tenants to source separate their Recyclable Materials and Organic Waste to aid in compliance with this section.

3.05.150 Preparation and Ownership of Recyclables and Organic Waste.

(a) Containers containing Recyclable Materials for residential units shall be placed at curbside for collection by the Franchisee or Permittee, and Containers containing Organic Waste for residential units shall be placed at curbside for Collection by the Franchisee, but Containers shall not be placed at curbside earlier than twelve hours prior to the date and time for scheduled collection, nor left remaining at curbside longer than twelve hours following the date and time for scheduled Collection.

(b) Containers containing Recyclable Materials for a Multi-Residential Dwelling, Commercial and/or institutional locations shall be of a size and serviceability agreed to by the Franchisee or Permittee and thereafter placed at the designated collection location. Containers containing Organic Waste for a Multi-Residential Dwelling, Commercial and/or institutional locations shall be of a size and serviceability agreed to by the Franchisee and thereafter placed at the designated Collection location.

(c) From the time of placement of Recyclable Materials at a designated location for collection of Recyclable Materials, or in any Container used for Recycling provided by a Franchisee or Permittee, those Recyclable Materials shall be and become the property of the Franchisee or Permittee. From the time of placement of Organic Waste at a designated location for collection of Organic Waste, or in any Container used for Organic Waste collection provided by a Franchisee, that Organic Waste shall be and become the property of the Franchisee.

3.05.160 Collection of Recyclables or Organic Waste By Unauthorized Persons Prohibited.

(a) It is unlawful for any person, business or other entity to Collect Recyclable Materials or Organic Waste in the Town, except as otherwise provided in this subchapter.

(b) Any person engaged in the unauthorized Collection of Recyclable Materials or Organic Waste is guilty of an infraction. Any such unauthorized collections from one or more locations within the Town shall constitute a separate and distinct offense.

(c) As an alternative to criminal enforcement, both the Town and the Franchisee or Permittee have the independent authority to civilly enforce any provisions of this subchapter, to and including the authority to seek treble damages pursuant to California Government Code Section 66764. The City Manager may invoke these remedies, or any of them, whenever he or she deems it appropriate.

3.05.170 Duty to Properly Use Recycling and Organic Waste Containers.

(a) Each person subscribing to Recycling collection service shall, to the greatest extent practical, make use of the Recyclable Materials collection service provided by the Franchisee or Permittee, by separating Recyclable Materials from Refuse and Organic Waste and placing the Recyclable Materials in the container provided by the Franchisee or Permittee for this purpose.

(b) Each person subscribing to Organic Waste collection service shall, to the greatest extent practical, make use of the Organic Waste collection service provided by the Franchisee, by separating Organic Waste from Refuse and Recyclable Materials and placing the Organic Waste in the Container provided by the Franchisee for this purpose.

(c) Recyclable Materials for donation, sale, or collection by or to any person or entity, other than a Franchisee or Permittee, may not be stored or transferred by use of the Recycling Containers described in this subchapter, or any other containers used for Recycling provided by the Franchisee or Permittee. Storage of Recyclable Materials at the designated collection location other than for pickup by the Franchisee or Permittee as defined herein, is prohibited.

3.05.180 Sale or Donation of Recyclable Materials or Organic Waste.

Nothing in this subchapter shall prohibit the generator of Recyclable Materials or Organic Waste from selling or donating such materials to a buyer or donee, provided that, if the Town has awarded an exclusive franchise for the collection and disposal of Solid Waste, Recyclables, or Organic Waste, a generator may not pay any other person other than a Franchisee for collecting, Recycling, or disposing of Recyclables or Organic Waste.

ARTICLE 5. SUBCHAPTER 3.05, DIVISION 3 – EDIBLE FOOD RECOVERY

The following sections are added to subchapter 3.05, Collection of Solid Waste, Recyclables, and Organic Waste, of the Colma Municipal Code as "Division – Edible Food Recovery."

Subchapter 5.04 - Collection of Solid Waste, Recyclables, and Organic Waste***Division 3: Edible Food Recovery*****3.05.190 Requirements for Commercial Edible Food Generators.**

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Tier One and Tier Two Commercial Edible Food Generators shall comply with the following requirements:

- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
- (2) Use the CalRecycle Model Food Recovery Agreement or the contractual elements contained in the Requirements for Food Recovery Organizations and Food Recovery Services section of this subchapter to contract with, or otherwise enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:
 - (A) the collection of Edible Food for Edible Food Recovery from the Tier One or Tier Two Commercial Edible Food Generator's premises; or,
 - (B) the acceptance of Edible Food that the Tier One or Tier Two Commercial Edible Food Generator self-hauls to the Food Recovery Organization.
- (3) Contract with Food Recovery Organizations and Food Recovery Services able to demonstrate a positive reduction in greenhouse gas emissions from their Edible Food Recovery activity. A list of Food Recovery Organizations and Food Recovery Services is available on the County of San Mateo Office of Sustainability website.
- (4) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (5) Allow Town's enforcement entity or its Designee for Edible Food Recovery to access the premises and inspect procedures and review records related to Edible Food Recovery and/or provide them electronically if requested by the Town or the Designee for Edible Food Recovery.

- (6) Keep records that include the following information:
- (A) A list of each Food Recovery Organization or a Food Recovery Service that collects or receives Edible Food from the Tier One or Tier Two Commercial Edible Food Generator pursuant to a contract or written agreement as required by this subchapter.
 - (B) A copy of all contracts or written agreements established under the provisions of this subchapter.
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established schedule or frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (7) No later than June 30th of each year commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators, they shall provide an annual Edible Food Recovery report to the Designee for Edible Food Recovery that includes, but is not limited to, the following information: a list of all contracts with Food Recovery Organizations and Food Recovery Services, the amount and type of Edible Food donated to Food Recovery Organizations and Food Recovery Services, the schedule of Edible Food pickup by Food Recovery Organizations and Food Recovery Services, a list of all types of Edible Food categories they generate, such as "baked goods," that are not accepted by the Food Recovery Organizations and Food Recovery Services with whom they contract, the contact information for the manager and all staff responsible for Edible Food Recovery, and certification that all staff responsible for Edible Food Recovery have obtained a food handler card through an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs, such as ServSafe. Except for the food safety and handling training certification, Tier One and Tier Two Commercial Edible Food Generators may coordinate with their Edible Food Recovery contractors to supply this information. The Designee for Edible Food Recovery will assist in the preparation of these reports by providing guidance and a template located on the County of San Mateo Office of Sustainability website.

- (8) Mandate their Edible Food Recovery staff learn and follow the donation guidelines and attend trainings conducted by Food Recovery Organizations or Food Recovery Services with which they contract regarding best practices and requirements for the timely identification, selection, preparation, and storage of Edible Food to ensure the maximum amount of Edible Food is recovered and to avoid supplying food for collection that is moldy, has been improperly stored, or is otherwise unfit for human consumption.
- (9) Tier One and Tier Two Commercial Edible Food Generators who self-haul Edible Food shall require those transporting Edible Food for recovery to obtain a food handler card through an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs, such as ServSafe and follow the best practices and standards for proper temperature control, methods, and procedures for the safe handling and transport of food.

(d) Nothing in this subchapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 (Chapter 285, Statutes of 2017), as amended from time to time.

3.05.200 Requirements for Food Recovery Organizations and Services.

(a) Food Recovery Services operating in the Town and collecting or receiving Edible Food directly from Tier One and/or Tier Two Commercial Edible Food Generators via a contract or written agreement established under the requirements of this subchapter, shall maintain the following records:

- (1) The name, address, and contact information for each Tier One and Tier Two Commercial Edible Food Generator from which the service collects Edible Food.
- (2) The quantity in pounds of Edible Food by type collected from each Tier One and Tier Two Commercial Edible Food Generator per month.
- (3) The quantity in pounds of Edible Food by type transported to each Food Recovery Organization or redistribution site per month.
- (4) The name, address, and contact information for each Food Recovery Organization or redistribution site that the Food Recovery Service transports Edible Food to for Edible Food Recovery.

(b) Food Recovery Organizations operating in the Town and collecting or receiving Edible Food directly from Tier One and/or Tier Two Commercial Edible Food Generators via a contract or written agreement established under the requirements of this subchapter, or receiving Edible Food from Food Recovery Services or from other Food Recovery Organizations, shall maintain the following records:

- (1) The name, address, and contact information for each Tier One and Tier Two Commercial Edible Food Generator, Food Recovery Service, or other Food Recovery Organization from which the organization collects or receives Edible Food.
- (2) The quantity in pounds of Edible Food by type collected or received from each Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Service, or other Food Recovery Organization per month.
- (3) The name, address, and contact information for other Food Recovery Organizations or redistribution sites that the Food Recovery Organization transports Edible Food to for Edible Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services operating in the Town shall inform Tier One and Tier Two Commercial Edible Food Generators from which they collect or receive Edible Food about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established as required by this subchapter.

(d) Commencing no later than July 1, 2022, Food Recovery Organizations and Food Recovery Services operating in the Town and collecting or receiving Edible Food from Tier One and Tier Two Commercial Edible Food Generators or any other source shall report to the Designee for Edible Food Recovery the following: a detailed Edible Food activity report of the information collected as required under this subchapter, including weight in pounds by type and source of Edible Food, the schedule/frequency of pickups/drop-offs of Edible Food from/to each Edible Food source or redistribution site, brief analysis of any necessary process improvements or additional infrastructure needed to support Edible Food Recovery efforts, such as training, staffing, refrigeration, vehicles, etc., and an up to date list of Tier One and Tier Two Commercial Edible Food Generators with whom they have contracts or agreements established as required under this subchapter. The Designee for Edible Food Recovery will assist in the preparation of these reports by providing guidance and a template located on the County of San Mateo Office of Sustainability website. This Edible Food activity report shall be submitted quarterly, or at the discretion of the Designee for Edible Food Recovery, less frequently, and shall cover the activity that occurred since the period of the last submission.

(e) Food Recovery Organizations and Food Recovery Services operating in the Town shall contact the Designee for Edible Food Recovery to discuss the requirements of this subchapter before establishing new contracts or agreements with Tier One or Tier Two Commercial Edible Food Generators and to maintain existing contracts or agreements for the recovery of Edible Food with Tier One and Tier Two Commercial Edible Food Generators.

(f) In order to provide the required records to the State, the Town, or the Designee for Edible Food Recovery, and Tier One or Tier Two Commercial Edible Food Generators, contracts between Food Recovery Organizations and Food Recovery Services operating in the Town and Tier One and Tier Two Commercial Edible Food Generators shall either:

- (1) Use the CalRecycle Model Food Recovery Agreement and include a clause requiring the Food Recovery Organization or Food Recovery Service to report to the Tier

One and Tier Two Commercial Edible Food Generators with whom they have contracts the annual amount of Edible Food recovered and to inform them of the tax benefits available to those who donate Edible Food to non-profits; or

- (2) Include in their contracts the following elements:
- (A) List/description of allowable foods the Food Recovery Organization/Food Recovery Service will receive.
 - (B) List/description of foods not accepted by the Food Recovery Organization/Food Recovery Service.
 - (C) Conditions for refusal of food.
 - (D) Food safety requirements, training, and protocols.
 - (E) Transportation and storage requirements and training.
 - (F) A protocol for informing the Tier One or Tier Two Commercial Edible Food Generators of a missed or delayed pickup.
 - (G) Notice that donation dumping is prohibited.
 - (H) Provisions to collect sufficient information to meet the record-keeping requirements of this subchapter.
 - (I) Fees/financial contributions/acknowledgement of terms for the pickup and redistribution of Edible Food.
 - (J) Terms and conditions consistent with the CalRecycle Model Food Recovery Agreement.
 - (K) Information supplying the Tier One or Tier Two Commercial Edible Food Generators with the annual amount of Edible Food recovered and informing them of the tax benefits that may be available to those who donate Edible Food to non-profits.
 - (L) Contact name, address, phone number, and email for both responsible parties, including the current on-site staff responsible for Edible Food Recovery.
 - (M) Food Recovery Organizations accepting self-hauling of Edible Food from Tier One and Tier Two Commercial Edible Food Generators must provide a schedule, including days of the week and acceptable times for drop-offs, and information about any limitation on the amount of food accepted, and/or the packaging requirements or other conditions of transport, such as, but not limited to, maintaining proper temperature control, and other requirements for the safe handling and transport of food, the self-hauler must follow for the Edible Food to be accepted.

(g) Food Recovery Organizations and Food Recovery Services operating in the Town shall demonstrate that all persons, including volunteers and contracted workers using their own vehicle, involved in the handling or transport of Edible Food, have obtained a food handler card through an American National Standards Institute (ANSI) accredited training provider that meets ASTM International E2659-09 Standard Practice for Certificate Programs, such as ServSafe.

(h) Food Recovery Organizations and Food Recovery Services operating in the Town shall use the appropriate temperature control equipment and methods and maintain the required temperatures for the safe handling of Edible Food recovered from Tier One and Tier Two Commercial Edible Food Generators for the duration of the transportation of the Edible Food for redistribution, including Edible Food transported by private vehicles.

(i) In order to ensure recovered Edible Food is eaten and to prevent donation dumping, Food Recovery Organizations and Food Recovery Services operating in the Town shall provide documentation that all redistribution sites which are not themselves Food Recovery Organizations to which they deliver Edible Food have a feeding or redistribution program in place to distribute, within a reasonable time, all the Edible Food they receive. Such documentation may include a website address which explains the program or pamphlets/brochures prepared by the redistribution site.

(j) Food Recovery Organizations and Food Recovery Services operating in the Town unable to demonstrate a positive reduction in GHG emissions for their Edible Food Recovery operational model cannot contract with Tier One and Tier Two Commercial Edible Food Generators in the Town for the purpose of recovering Edible Food as defined in this subchapter. Food Recovery Organizations and Food Recovery Services contracting to recover Edible Food from a Tier One and Tier Two Commercial Edible Food Generator for redistribution shall consult with the Town's Designee for Edible Food Recovery to document that their overall operational model will achieve a greenhouse gas emissions reduction. Such review may analyze route review, miles traveled for pick-up and redistribution, amount of food rescued, and the likelihood of consumption after redistribution.

(k) Food Recovery Organizations and Food Recovery Services operating in the Town shall visually inspect all Edible Food recovered or received from a Tier One and Tier Two Commercial Edible Food Generator. If significant spoilage is found, or if the food is otherwise found to be unfit for redistribution for human consumption, Food Recovery Organizations and Food Recovery Services shall immediately notify the Designee for Edible Food Recovery using the process found on the County of San Mateo Office of Sustainability's website. The notice shall include:

- (1) The type and amount, in pounds, of spoiled food or food unfit for redistribution for human consumption, or provide a photographic record of the food, or both.
- (2) The date and time such food was identified.
- (3) The name, address and contact information for the Tier One or Tier Two Commercial Edible Food Generator which provided the food.
- (4) The date and time the food was picked up or received.

- (5) A brief explanation of why the food was rejected or refused.
 - (A) Contracts between Tier One or Tier Two Commercial Edible Food Generators and Food Recovery Organizations or Food Recovery Services shall not include any language prohibiting Tier One or Tier Two Commercial Edible Food Generators from contracting or holding agreements with multiple Food Recovery Organizations or Food Recovery Services listed on the County of San Mateo Office of Sustainability website.

(l) Food Recovery Organizations and Food Recovery Services operating in the Town shall conduct trainings and develop educational material such as donation guidelines and handouts to provide instruction and direction to Tier One and Tier Two Commercial Edible Food Generators with whom they contract regarding best practices and requirements for the timely identification, selection, preparation, and storage of Edible Food to ensure the maximum amount of Edible Food is recovered and to avoid the collection of food that is moldy, has been improperly stored, or is otherwise unfit for human consumption.

(m) Edible Food Recovery Capacity Planning

- (1) Food Recovery Services and Food Recovery Organizations. To support Edible Food Recovery capacity planning assessments or other such studies, Food Recovery Services and Food Recovery Organizations operating in the Town shall provide information and consultation to the Town and its Designee for Edible Food Recovery upon request, regarding existing, or proposed new or expanded, Edible Food Recovery capacity that could be accessed by the Town and its Tier One and Tier Two Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the Town, or its Designee for Edible Food Recovery shall respond to such requests for information within 60 days.

(n) Allow Town's enforcement entity or their Designee for Edible Food Recovery to access the premises and inspect procedures and review records related to Edible Food Recovery and/or provide them electronically if requested by the Town or the Designee for Edible Food Recovery.

ARTICLE 6. SUBCHAPTER 3.05, DIVISION 4 – REGULATION OF FRANCHISEES AND PERMITTEES, AND COLLECTION PRACTICES

The following sections are added to subchapter 3.05, Collection of Solid Waste, Recyclables, and Organic Waste, of the Colma Municipal Code as "Division 4 – Regulation of Franchisees and Permittees, and Collection Practices."

Subchapter 5.04 - Collection of Solid Waste, Recyclables, and Organic Waste

Division 4: Regulation of Franchisees and Permittees, and Collection Practices

3.05.210 Franchise to Collect Solid Waste, Recyclables, and Organic Waste.

The City Council may, with or without having invited bids therefor, enter into an exclusive contract with any Responsible Person to collect and handle any or all Solid Waste, including Recyclables

and Organic Waste, within the Town. The Franchisee with whom the Town has entered into an exclusive franchise agreement shall have the exclusive right to collect, convey, and transport Solid Waste, including Recyclables and Organic Waste, in, along, or over the public streets, alleys, and highways in the Town, or to designated properties or areas in the Town, for so long as the Franchisee is not in material breach of any term of the franchise agreement. A Franchisee with a franchise agreement shall pay the Town the franchise fee required under the franchise agreement; no permit fee shall be required of such Franchisee.

The Franchisee shall, through written notice to the Town annually on or before October 1st identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

Franchisees, Facility Operators and Community Composting Operations. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon the Town's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the Town, or their Designee shall respond within 60 days. Community Composting operators, upon the Town's request, shall provide information to the Town to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Town shall respond within 60 days.

3.05.220 Permit to Collect Solid Waste.

Upon finding that it is in the best interests of the Town to do so, the City Council may grant a permit, good for one year, to any Responsible Person to collect and handle any or all Solid Waste from such properties or areas in the Town that are not eligible for service by a Franchisee operating under an exclusive franchise agreement, and to convey, and transport such Solid Waste in, along, or over the public streets, alleys, and highways in the Town. The City Council may renew the permit each year if the permittee is not in material default of any provisions in its existing permit and renewal is in the best interests of the Town. The permittee shall pay the Town an annual permit fee set forth in the Master Fee Schedule.

3.05.230 Permit to Collect Recyclables.

Upon finding that it is in the best interests of the Town to do so, the City Council may grant a permit, good for one year, to any Responsible Person to provide collect Recyclables only from any properties or areas in the Town, and to convey, and transport such Recyclables in, along, or over the public streets, alleys, and highways in the Town. Thereafter, the City Manager may renew the permit each year if the Permittee is not in material default of any provisions in its existing permit and renewal is in the best interests of the Town. A denial of a request to renew a Permit to Collect Recyclables may be appealed to the City Council in accordance with Colma Municipal Code section 1.02.270. The Permittee shall pay the Town an annual permit fee set forth in the Master Fee Schedule.

3.05.240 Franchisee or Permittee with Continuation Rights.

(a) Nothing in this subchapter shall affect the continuation rights granted by section 49520 of the California Public Resources Code to any Franchisee or Permittee, provided that the Franchisee or Permittee shall have paid all required fees and is not in material breach of any term of the permit or franchise under which the Franchisee or Permittee is operating. Any Franchisee or Permittee claiming continuation rights shall be responsible for demonstrating to the Town how those rights have been acquired, and shall provide to the Town a list of that Hauler's customers as of the date upon which continuation rights are first claimed.

(b) To the extent that a Hauler is operating under continuation rights granted by section 49520 of the California Public Resources Code, and the Town gave such Hauler notice of termination of continuation rights prior to November 9, 2010, such Hauler may not commence service to any new customers from and after the effective date of any new Solid Waste, Recyclables or Organic Waste collection franchise granted by the Town.

3.05.250 Authorization for Haulers of Electronics Waste (E-waste).

An approved E-Waste Recycler or Hauler may, without obtaining a permit, collect E-waste, including computers, televisions, copiers, fax machines, stereos and VCRs, that has been left at either the curbside in a marked container or a drop-off site, provided that such Recycler or Hauler has provided to the City Clerk its Covered Electronic Waste Identification (CEWID) number prior to collection of any E-waste.

3.05.260 Self-Haulers and Other Exemptions.

(a) Nothing in this subchapter shall prohibit a self-hauler from personally collecting, conveying, Recycling, processing or disposing of such Solid Waste, Recyclables or Organic Waste without obtaining the permit required herein, provided that the self-hauler complies with other provisions of this subchapter and any other applicable law.

(b) Nothing herein contained shall prevent any person, business or other entity from allowing Recyclable Materials or Organic Waste to be picked up, dropped off, or otherwise donated to any Charitable Entity or community composting facility.

(c) Nothing herein contained shall inhibit, regulate or restrict any Recycling center, nonprofit dropoff program or Recycling processor as permitted by the Solid Waste Management Resource and Recovery Act of 1972 or the California Beverage Container Recycling and Litter Reduction Act of 1986.

(d) Nothing herein shall prohibit a contractor from Recycling, re-using, or disposing of demolition and construction debris, provided that such contractor shall comply with all Town diversion, recordkeeping and reporting requirements set forth in this subchapter.

3.05.270 Terms of a Franchise or Permit.

(a) A Franchise agreement or permit shall be in writing, naming the holder of the franchise or permit, and shall include such terms and conditions as the City Council shall establish to further the purposes of this subchapter, which may include but are not limited to:

- (1) Requirements pertaining to the manner, time and frequency of collection;
- (2) Requirements pertaining to collecting and handling Recyclable Materials or Organic Waste;
- (3) Indemnification and insurance provisions satisfactory to the Town;
- (4) Provisions requiring the Franchisee or Permittee to provide requested Solid Waste, Recycling, and Organic Waste diversion reports to the Town, cooperate with the city in reporting requirements, Solid Waste generation studies and the preparation of waste stream and container contamination audits, and to implement measures to reach the Recycling and organic waste diversion targets mandated by the Waste Management Act (California Public Resources Code Section 40000 et seq.), SB 1016, AB 341, AB 1826, and SB 1383, and their implementing regulations, as they may be amended from time to time; and
- (5) Reporting Requirements, as more fully described elsewhere in this subchapter.

3.05.280 Records and Reporting.

(a) Each Franchisee shall prepare the following reports and submit them to the City Manager within 45 days after the close of the reporting period:

- (1) A monthly *Service Complaints Report* containing all complaints by residents or businesses in the Town of Colma relating to service, including missed pickups, and a description of how each complaint was handled.
- (2) A biannual *AB 341/SB 1383 Report* on the implementation and monitoring of the legislation referenced in Section 3.05.270(a)(4), which shall include information about the:
 - (A) The number of businesses subject to AB 341 and the SB 1383 Regulations, modifications to service compared to the prior reporting period, and the related disposal and Recycling generated from each account and each account's address.
 - (B) Information about the businesses that are out of compliance with AB 341 and the SB 1383 Regulations and the legislation referenced in Section 3.05.270(a)(4).
- (3) A quarterly *Recycling and Disposal - by Sector - Report*, which shall include the amount of disposed Solid Waste, Recycled Materials, and Organic Waste from each of the three sectors: commercial, residential, and debris box service, the Recycling and Organic Waste Recycling rate for the commercial, residential sectors and debris box service and the total Recycling rate for the Town.

- (4) An annual *Recycling and Disposal by Sector-Cumulative Annual Report* that includes the residential, commercial and roll-off/debris box disposed and diverted amounts in a year-to-year comparison.
- (5) An annual *Household Hazardous Waste Report* to be sent to the Town prior to August 30 of each year that details the amount and type of Household Hazardous Waste that was collected in the Town.

(b) Each Hauler (and if applicable, the Permittee, as it relates to Organic Waste) shall prepare the following reports and submit them to the City Manager within 45 days after the close of the reporting period:

- (1) A monthly *Service Complaints Report* containing all complaints by residents or businesses in the Town relating to service, including missed pickups, and a description of how each complaint was handled.
- (2) A quarterly *Recyclable Materials Report*, which shall be submitted by the Hauler 45 days after the close of the reporting period, and which shall state for the reporting period:
 - (A) Each location name and address serviced by Hauler, and the monthly Solid Waste, Recycling and Organic Waste subscription level for each customer;
 - (B) Type and quantity of Recyclable Materials collected monthly, e.g., cardboard, paper, beverage containers, mixed Recyclables, wood waste and scrap metal, collected;
 - (C) Type and quantity of Organic Waste collected monthly, e.g., green waste, food waste, and paper, collected;
 - (D) The name of the Material Recovery Facility, authorized Recycling facility, or authorized processing facility where the Recyclable Materials and Organic Waste were delivered and processed; and
 - (E) Colma Permit number (if applicable), address, phone number, contact person, email of Hauler.

3.05.290 Collection Practices.

(a) *Collection of Solid Waste.* No person may convey Solid Waste, including Recyclables and Organic Waste, over the streets of the Town except in equipment that is water-tight, vector-resistant, durable, easily cleanable and designed for safe hauling, and so operated as to prevent offensive odors escaping there from and garbage from being blown, dropped or spilled.

(b) *Hauler vehicles.* No Hauler shall collect, convey over the streets and alleys of the Town, dispose of any refuse except in equipment that is water-tight, vector-resistant, durable, easily cleanable and designed for safe hauling, and so operated as to prevent offensive odors escaping there from and garbage from being blown, dropped or spilled.

(c) *Disposal.* Disposal of Solid Waste, Recyclables and Organic Waste shall be made outside the Town limits, at a transfer station or disposal facility that is operating in compliance with all applicable laws and holds all permits and other authorizations required for its operations.

(d) *Equipment Safety.* Vehicles and equipment used in the transport of Solid Waste, Recyclables, and Organic Waste shall be constructed and maintained in such a manner to minimize the health and safety hazards to collection personnel and the public.

(e) *Equipment Parking.* For reasons of nuisance and vector problems, uncleaned Solid Waste collection vehicles containing putrescible material shall not be stored on public streets or roads except under emergency conditions. The Hauler must designate a location where the vehicles will be parked when not in service.

(f) *Identification of Hauler.* Each vehicle used for the collection and transport of Solid Waste, Recyclables, and Organic Waste shall be clearly marked with the name of the agency or firm operating the vehicle.

(g) *Time of Collection.* No person shall remove any Solid Waste, Recyclables, or Organic Waste between the hours of 5:00 p.m. and 2:30 a.m. the following date. A Hauler shall provide regular collection service, in compliance with any schedule established by the franchise between the Hauler and the Town, or permit issued by the Town, and the requirements of this subchapter.

3.05.300 Delivery and Recycling and Disposal Requirements.

(a) Solid Waste other than Recyclables or Organic Waste may only be delivered to a licensed landfill site or licensed transfer station for disposal.

(b) Recyclable Materials may only be delivered, after having been separated from other Solid Wastes, to a material recovery facility (MRF) or other authorized Recyclable collection facility.

(c) Organic Waste may only be delivered to an approved composting facility or a facility that allows diversion credit for the delivered organics materials.

(d) Construction and Demolition Debris may only be delivered to certified construction and demolition Recycling facility or other authorized collection site. The Town's Construction and Demolition ordinance reporting requirements for projects in Colma remain in full effect and the reporting requirements in the subchapter are not modified.

3.05.310 Modification or Revocation.

The City Council may modify or revoke a franchise or permit to collect Solid Waste, Recyclables, or Organic Waste for failure to comply with any provision of this subchapter.

3.05.320 Franchisee's Existing Rights.

Nothing in this subchapter shall modify, limit, or abrogate in any manner any franchise or permit previously granted or extended by the Town, or the existing right of a person or business to sell or donate its Recyclable Materials or Organic Waste.

ARTICLE 7. SUBCHAPTER 3.05, DIVISION 5 – INSPECTIONS AND ENFORCEMENT

The following sections are added to subchapter 3.05, Collection of Solid Waste, Recyclables, and Organic Waste, of the Colma Municipal Code as "Division 5 – Inspections and Enforcement."

Subchapter 5.04 - Collection of Solid Waste, Recyclables, and Organic Waste***Division 5: Inspections and Enforcement*****3.05.330 Inspections and Investigations**

(a) Town representatives and/or Designee, including the Designee for Edible Food Recovery are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this subchapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Tier One and Tier Two Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Town to enter the interior of a private residential property for Inspection. Town may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring.

(b) Regulated entity shall provide or arrange for access during all Inspections (except for residential property interiors) and shall cooperate with the Town's employee, Designee or Designee for Edible Food Recovery during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this subchapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this subchapter and may result in penalties described.

(c) Town or its Designee are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this subchapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws.

(d) The regulated entity shall provide or arrange for access during all Inspections (except for residential property interiors) and shall cooperate with the Town's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this subchapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; access to records for any Inspection or investigation is a violation of this subchapter and may result in penalties described.

(e) Any records obtained by the Town, or its Designee during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(f) Town or its Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this subchapter, subject to applicable laws.

(g) Town or its Designee shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

3.05.340 Enforcement.

(a) Violation of any provision of this subchapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a Town Enforcement Official, Designee for Edible Food Recovery, or representative. Enforcement Actions under this subchapter are issuance of an administrative citation and assessment of a fine. The Town's procedures on imposition of administrative fines under Section 2.01.160 et seq. shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this subchapter and any rule or regulation adopted pursuant to this subchapter, except as otherwise indicated in this subchapter.

(b) Responsible Entity for Enforcement.

(1) Enforcement pursuant to this subchapter may be undertaken by the Town Enforcement Official, which may be the city manager or their designated entity or combination thereof.

(2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, Town's franchised Hauler, or other Designee in consultation with Town Enforcement Official.

(A) Town Enforcement Official, Regional or County Agency Enforcement Official will interpret subchapter; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

(B) Town Enforcement Official(s), Regional Agency Enforcement Official, or Designee for Edible Food Recovery may issue Notices of Violation(s).

(c) Process for Enforcement.

(1) Town Enforcement Official, the Town's franchised Hauler or Regional or County Enforcement Officials and/or Town's Designee for Edible Food Recovery will monitor compliance with the subchapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program.

- (2) Town or its Designee for Edible Food Recovery may issue an official notification to notify regulated entities of its obligations under this subchapter.
- (3) The Town or its Designee for Edible Food Recovery will issue a Notice of Violation to any Tier One or Tier Two Commercial Edible Food Generator found to have Edible Food in any waste container or to any Food Recovery Organization or Food Recovery Service found to have Edible Food recovered from a Tier One or Tier Two Edible Food Generator in a waste collection container which has not been documented by a notice of significant spoilage as required in this subchapter. Such notice will be provided by email communication immediately upon identification of the violation or within three (3) calendar days after determining that a violation has occurred. If the Town or its Designee for Edible Food Recovery observes Edible Food in a Tier One or Tier Two Commercial Edible Food Generator, or Food Recovery Organization, or Food Recovery Service waste container on more than two (2) consecutive occasion(s), the Town or its Designee for Edible Food Recovery may assess an administrative citation and fine, pursuant to the Edible Food Recovery penalties provisions contained in Section 1.05.020 et. seq., on the Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, or Food Recovery Service.
- (4) Except for violations of generator contamination of container contents, Town shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Town shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Sections 1.05.020 and 2.01.160 et seq.

For the purposes of Edible Food Recovery, the Designee for Edible Food Recovery shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Edible Food Recovery penalties provision contained in this subchapter.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Town or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

(d) Violations and Penalty Amounts for Types of Violations.

- (1) Any person violating any of the provisions of this subchapter which result in noncompliance with the SB 1383 Regulations, shall be subject to the fines set forth in section 1.05.020 et seq. of the Colma Municipal Code.
- (2) For violations other than Section 3.05.340(d)(1):

- (A) Any person violating this subchapter shall be guilty of a misdemeanor, which shall be punishable as set forth in Section 1.05.010 et seq.
- (B) Keeping or maintaining any property or condition in violation of this subchapter is declared to be a public nuisance, which may be abated pursuant to the procedures set forth in the Property Maintenance and Nuisance Abatement subchapter of the Town of Colma (Colma Municipal Code, subchapter 2.01).

(e) Compliance Deadline Extension Considerations.

The Town may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters.
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Town is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(f) Appeals Process.

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to Section 2.01.230 et seq. A hearing will be held only if it is requested within the time prescribed and consistent with Town's procedures in the Town's codes for appeals of administrative citations. Evidence may be presented at the hearing. The Town will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(g) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, Town and or their Designee will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if Town or their Designee determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this subchapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(h) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the Town determines that an Organic Waste Generator, Self-Hauler, franchised Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this subchapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this section, as needed.

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.

ARTICLE 9. CEQA COMPLIANCE

The City Council finds that the changes made to the Codes are exempt from environmental review requirements pursuant to California Environmental Quality Act ("CEQA") Section 15378(b)(5) because adoption of this Ordinance is not a project. The Ordinance is an organizational or administrative activity of the government that will not result in direct or indirect physical changes in the environment.

ARTICLE 10. EFFECTIVE DATE

This ordinance shall take effect on December 20, 2021.

Certification of Adoption

I certify that the foregoing Ordinance No. was duly introduced at a regular meeting of the City Council of the Town of Colma held on October 13, 2021, and adopted at a regular meeting of the City Council of the Town of Colma held on October 27, 2021, by the following vote:

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

Dated: _____

 Diana Colvin, 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: October 27, 2021
 SUBJECT: Second Amendment to Peninsula Traffic Congestion Relief Alliance Joint Powers Agreement

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING THE SECOND AMENDMENT TO AND RESTATEMENT OF THE
 JOINT POWERS AGREEMENT ESTABLISHING THE PENINSULA TRAFFIC CONGESTION
 RELIEF ALLIANCE AND AUTHORIZING EXECUTION OF SAME

EXECUTIVE SUMMARY

At the Board of Directors meeting on September 16, 2021, the Board of the Peninsula Traffic Congestion Relief Alliance approved amending the agency's Joint Powers Agreement to allow the cities/towns in San Mateo County that are not yet members (Menlo Park, Portola Valley, and Woodside) to join the Joint Powers Authority (JPA). At the same time, the Board determined that it was appropriate to make minor modifications to the Joint Powers Agreement. In addition to increasing the membership of the JPA, the Second Amendment (a) updates and refreshes the first section of the original JPA on "Purpose" to reflect Commute.org's recently adopted Mission and Vision Statements as set forth in its Strategic Plan and (b) clarifies that the JPA has become known to the public as "Commute.org."

The amended joint powers agreement requires approval by all the existing and new members, including the Town of Colma.

FISCAL IMPACT

None. There is no required financial commitment to join or to continue as a member agency of the Alliance.

BACKGROUND

The Alliance was established in 2000 to assist the public and private sectors in the County of San Mateo with reducing traffic congestion and air pollution. The Alliance was originally created through a Joint Powers Agreement ("JPA") among fifteen cities in the County.

In 2005, the County of San Mateo along with the Towns of Atherton and Hillsborough became members of the Alliance. To accomplish this, all 15 then current members together with the 3 new members approved and executed a First Amendment to and Restatement of the Joint Powers Agreement establishing the Alliance. The amended JPA provided for the addition of the new members and revised and made more flexible the committee structure of the Alliance.

Now, 16 years later, the City of Menlo Park and the Town of Portola Valley desire to join the Alliance and we understand that the Town of Woodside may consider membership too. To facilitate adding these new members, the Alliance Board of Directors at its meeting on September 16, 2021, reviewed the proposed Second Amendment to and Restatement of the Joint Powers Agreement establishing the Alliance and approved it for presentation to both current and new members for approval and execution. In addition to increasing the membership of the Alliance, this Second Amendment (a) updates and refreshes the first section of the original JPA on "Purpose" to reflect the Alliance's recently adopted Mission and Vision Statements as set forth in its Strategic Plan and (b) clarifies that the Alliance has developed a new brand and has become known to the public as "Commute.org."

Council Adopted Values

Approving the second amendment to the JPA furthers the Council's adopted values of *Responsibility* and *Vision* because it helps to build strong community among local municipalities on an important regional issue.

Alternatives

Council could choose not to approve the Second Amendment to and Restatement of the Joint Powers Agreement Establishing the Alliance, however to do so would not allow additional cities to join the Alliance.

CONCLUSION

Staff recommends that the City Council adopt a Resolution Approving the Second Amendment of the Joint Powers Agreement Establishing the Peninsula Traffic Congestion Relief Alliance.

ATTACHMENTS

- A. Resolution
- B. Second Amendment to and Restatement of Joint Powers Agreement Establishing the Peninsula Traffic Congestion Relief Alliance

**RESOLUTION NO. 2021-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING THE SECOND AMENDMENT TO AND RESTATEMENT OF
THE JOINT POWERS AGREEMENT ESTABLISHING THE PENINSULA TRAFFIC
CONGESTION RELIEF ALLIANCE AND AUTHORIZING EXECUTION OF SAME**

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

1. Background and Findings.

(a) The Peninsula Traffic Congestion Relief Alliance ("Alliance") was established in 2000 through a Joint Powers Agreement ("JPA") executed by fifteen cities in the County of San Mateo, to assist the public and private sectors in achieving traffic congestion relief.

(b) In 2005, the JPA was amended to include the County of San Mateo, and the Towns of Atherton and Hillsborough as members of the Alliance, bringing the total membership to 18 agencies, all of which approved and executed the Amendment to and Restatement of the Joint Powers Agreement.

(c) The City of Menlo Park and the Town of Portola Valley desire to join the Alliance and the Town of Woodside may consider membership as well.

(d) Adding members to the Alliance requires all of the current members as well as the new members to approve and execute a Second Amendment of the Joint Powers Agreement.

(e) In addition to expanding the membership of the Alliance, the proposed Second Amendment to the Joint Powers Agreement takes the opportunity to update and refresh the JPA by (1) revising the first section on "Purpose" to reflect the Alliance's recently adopted Mission and Vision Statements as set forth in its Strategic Plan, and (2) clarifying that the Alliance has developed a new brand and has become known to the public as "Commute.org."

(f) At its meeting on September 16, 2021, the Alliance Board of Directors reviewed the proposed Second Amendment to and Restatement of the Joint Powers Agreement Establishing the Peninsula Traffic Congestion Relief Alliance that incorporates the changes recited above and approved this Second Amendment for presentation to the San Mateo County Board of Supervisors and the city councils of current and new members for approval and execution of same.

2. Order.

(a) The City Council of the Town of Colma hereby approves the Second Amendment to and Restatement of the Joint Powers Agreement Establishing the Peninsula Traffic Congestion Relief Alliance and authorizes the Mayor to execute the amendment.

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Certificate of Adoption

I certify that the foregoing Resolution No. 2021-__ was duly adopted at a regular meeting of said City Council held on October 27, 2021 by the following vote:

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

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk

**SECOND AMENDMENT TO AND RESTATEMENT OF
JOINT POWERS AGREEMENT ESTABLISHING THE
PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE**

THIS AGREEMENT by and among the cities and the County of San Mateo who become signatories to this agreement (hereinafter referred to as “Party” in the singular and “Parties” collectively, as the content requires) is made and entered into as of the _____ day of _____, 2021 and in light of the following recitals:

- A. The Parties have authority to undertake transportation demand management activities in their respective communities and desire to establish and continue the Peninsula Traffic Congestion Relief Alliance under which the parties will work together essentially to reduce the number of single occupant vehicles traveling on streets and highways in San Mateo County.
- B. The Parties are authorized to contract with each other for the joint exercise of any common power pursuant to Government Code Sections 6500 *et seq.*
- C. The Parties desire to establish and continue the Peninsula Traffic Congestion Relief Alliance as a joint powers authority in accordance with the terms and conditions outlined in this Agreement and to brand and make this entity known to the public as "Commute.org."

NOW, THEREFORE, the Parties, in consideration of the mutual promises and agreements contained herein, agree as follows:

1. **Purpose:**

The Parties enter into this Agreement for the purpose of establishing and operating the Peninsula Traffic Congestion Relief Alliance (“Alliance”) to reduce traffic congestion and greenhouse gas emissions while enhancing the quality of life in San Mateo County by promoting the use of sustainable transportation and commute alternatives. The Parties envision a region where all residents and employees have access to equitable, sustainable, affordable, and safe transportation options and use them as their primary modes when commuting.

2. **Definitions:**

- (a) “Employer” shall mean any public or private employer or group thereof, including a city or the County, who has a permanent place of business in the County of San Mateo.

- (b) “Party” or “Parties” shall mean a member of the Peninsula Traffic Congestion Relief Alliance and a party signator to this Agreement establishing the Alliance.
 - (c) “TDM or Transportation Demand Management” shall mean a program or activity to improve the efficiency of the existing transportation system by increasing the use of alternative modes of transportation such as carpools, vanpools, public transit, bicycles, walking and telecommuting.
3. **Establishment of Alliance:** The Parties hereby create an entity originally called the Peninsula Traffic Congestion Relief Alliance to exercise in the manner set forth in this Agreement the specified powers common to each of the Parties. For purposes of name identification and branding, the Alliance shall be known to the public as "Commute.org." The Alliance shall be a public entity that is separate from the Parties and shall be responsible for the administration of this Agreement. Except as provided herein, the debts, liabilities, and/or obligations of the Alliance shall be the debts, liabilities, and/or obligations solely of the Alliance and shall not be the debts, liabilities, and/or obligations of any Party to this Agreement.
4. **Term:** This Agreement shall be effective on the date by which any nine Parties have executed it and shall continue in effect until terminated as provided herein.
5. **Powers of the Alliance:** The Alliance shall have the powers and duties:
- (a) To make and enter into contracts;
 - (b) To incur debts, liabilities or obligations;
 - (c) To solicit, receive, and use grants, advances and contributions from all available sources, public or private, including federal, state and local subventions;
 - (d) To adopt bylaws;
 - (e) To employ employees or agents or contract for the services of agents, employees, consultants and such other persons or firms as it deems necessary;
 - (f) To sue and be sued in its own name;
 - (g) To invest any surplus funds not required for the immediate necessities of the Alliance as the Governing Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code Section 53601;

- (h) To enforce all provisions of this Agreement;
- (i) To negotiate for, acquire, hold, manage, maintain, control or dispose of real and personal property;
- (j) To levy and collect fees and charges, including administrative and operating costs, to third parties who receive the benefit of services from the Alliance; and
- (k) To do all other acts deemed necessary or convenient to achieve the purposes and objectives of the Alliance.

6. **Governing Board:** There is hereby created a Governing Board (also referred to as “Board”) to govern the Alliance. Each Party shall appoint one Councilmember or, in the case of the County, one member of the Board of Supervisors, to serve on the Governing Board and another Councilmember, or Supervisor in the case of the County, to serve as an alternate, with each continuing in such capacity until replaced. The Governing Board shall elect one of its members to serve as Chairperson. The Board shall meet as needed, but at least one time a year. Meetings shall be held in San Mateo County at a place to be designated. Each member of the Board shall have one vote.

The Governing Board shall be responsible for establishing the policy direction of the Alliance. On an annual basis, the Board shall adopt a work plan and budget for programs, services and subsidies that support the Alliance’s purposes. The Governing Board may from time to time give public recognition to Employers and other participants for notable efforts and achievements with respect to TDM programs. The Board shall exercise all powers and authority on behalf of the parties and may do any and all things necessary to carry out this Agreement.

7. **Committees:** The Governing Board shall establish such committees, either standing or ad hoc, as it deems necessary and appropriate to assist the Alliance in carrying out the purposes of this Agreement. The establishment of standing committees, as well as their composition, method of appointment, role and purpose, shall be designated in the Bylaws of the Alliance as adopted by the Governing Board.

8. **Budget:** The Executive Director annually shall prepare a budget for the Alliance setting forth anticipated expenses, financing sources and proposed service levels and programs necessary to carry out the purposes of this Agreement. The Executive Director shall recommend the budget to the Governing Board for approval after reviewing same with any committee the Governing Board may establish and designate for this purpose. In the event the budget contemplates revenue in the form of

monetary contributions from the parties, the budget shall be submitted to each Party for approval.

9. **Staff of the Alliance:** The Governing Board shall appoint an Executive Director. The Executive Director may hire other staff people for the Alliance, as needed, provided that such hiring conforms to the approved budget. The Executive Director may contract for the provision of other staff services, provided that such contracts conform to the approved budget. In lieu of an Executive Director, the Governing Board may contract for such management services. Staff or contractors will be employee(s) or contractee(s) of the Alliance. The Executive Director and other staff shall serve at the pleasure of the hiring or appointing authority. At the direction of the Governing Board, the Executive Director shall work with such committees as may be established and designated for this purpose.

The Executive Director shall be employed by the Alliance and shall:

- (a) Be responsible for Alliance management, strategic planning, financial management, personnel, and implementation of the Board-adopted annual work program and budget; and
- (b) Be responsible for day to day personnel matters and for the hiring and firing of subordinate staff members; and
- (c) Prepare an annual report describing the results of program implementation, transportation surveys, TDM programs and other information including the successes in attaining the goals and objectives to advance the purpose of the Alliance.

The Governing Board may also appoint legal counsel to represent the Alliance.

10. **Fiscal Agent:** The member Party designated by resolution of the Governing Board and reflected in the Bylaws of the Alliance shall act as Fiscal Agent for the Alliance and shall be charged with the following responsibilities:

- (a) The custody of all money, property and assets of the Alliance;
- (b) The maintenance of all financial books and records necessary to conduct the business of the Alliance; and
- (c) The development of periodic reports to the Governing Board and the Executive Director regarding receipts, disbursements and the financial condition of the Alliance.

The Alliance, through the Fiscal Agent, shall retain an independent certified public accountant each year to conduct a fiscal year end audit and to prepare financial statements for the Alliance.

11. **Withdrawal:** Any participating Party may withdraw from this Agreement by filing written notice of intention to do so with the other parties. Termination will take effect on July 1 of any year, provided there is a least six months advance notice. The withdrawal of any Party from this Agreement shall in no way affect the rights and obligations of the remaining Parties. If a Party withdraws from this Agreement, it is not entitled to return of any funds contributed to the Agency nor to the return in cash or in kind of any materials or supplies contributed. Withdrawing Parties still are obligated for all payments due from them for the fiscal year of the withdrawal.
12. **Termination and Disposition of Property:** This Agreement shall be deemed terminated when only one Party continues to participate, or when all participating Parties choose to terminate it. Upon termination, all assets shall be distributed in equal shares to the Parties still active at the time of termination or to the one Party continuing to participate or to a successor agency designated by all of the remaining parties at the time of termination, with the exception that if any surplus money of the Alliance at the time of termination represents monetary contributions from still active member Parties, said money shall be refunded to such Parties in proportion to the contributions made.
13. **Amendment:** This Agreement may be amended from time to time with the written consent of a majority of the participating Parties.
14. **Insurance and Indemnification:** The Alliance shall acquire such insurance protection, including coverage for workers' compensation and commercial general liability, as is necessary to protect the interests of the Governing Board, the Parties, the Alliance staff, representatives, volunteers and other participants. The Alliance shall, at its sole expense, assume the defense of and indemnify and save harmless each Party to this Agreement and its respective councilmembers, officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities, programs or services of the Alliance, its Governing Board, or staff.
15. **Execution in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement.

ATTEST:

TOWN OF ATHERTON

By _____
City Clerk

By _____
Mayor

ATTEST:

CITY OF BELMONT

By _____
City Clerk

By _____
Mayor

ATTEST:

CITY OF BRISBANE

By _____
City Clerk

By _____
Mayor

ATTEST:

CITY OF BURLINGAME

By _____
City Clerk

By _____
Mayor

ATTEST:

TOWN OF COLMA

By _____
City Clerk

By _____
Mayor

ATTEST:

CITY OF DALY CITY

By _____
City Clerk

By _____
Mayor

ATTEST

By _____
City Clerk

ATTEST:

By _____
City Clerk

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By _____
City Clerk

ATTEST:

By _____
City Clerk

ATTEST:

By _____
City Clerk

ATTEST:

By _____
City Clerk

CITY OF EAST PALO ALTO

By _____
Mayor

CITY OF FOSTER CITY

By _____
Mayor

CITY OF HALF MOON BAY

By _____
Mayor

TOWN OF HILLSBOROUGH

By _____
Mayor

CITY OF MILLBRAE

By _____
Mayor

CITY OF PACIFICA

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF REDWOOD CITY

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SAN BRUNO

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SAN CARLOS

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SAN MATEO

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF SO. SAN FRANCISCO

By _____
Mayor

ATTEST:

By _____
Clerk of the Board

COUNTY OF SAN MATEO

By _____
President of Board of Supervisors

ATTEST:

By _____
City Clerk

ATTEST:

By _____
City Clerk

ATTEST:

By _____
City Clerk

CITY OF MENLO PARK

By _____
Mayor

TOWN OF PORTOLA VALLEY

By _____
Mayor

TOWN OF WOODSIDE

By _____
Mayor





STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Caitlin Corley, City Clerk
 VIA: Brian Dossey, City Manager
 MEETING DATE: October 27, 2021
 SUBJECT: Mosquito and Vector Control District Board of Trustee Reappointment

RECOMMENDATION

Staff recommends that City Council adopt the following:

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

EXECUTIVE SUMMARY

Staff recommends the City Council reappoint Laura Walsh to the San Mateo County Mosquito and Vector Control Board of Trustees. Staff conducted a recruitment process in November 2019 and found Ms. Walsh to be qualified and committed to serve on the Board of Trustees. Her performance as representative of the Town from 2020 to present has been exemplary and, because she has expressed interest in continuing to serve, staff is recommending that she be reappointed to the Board of Trustees.

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

If reappointed, Ms. Walsh will serve a two-year term, from the first Monday in January 2022 to the first Monday in January 2024 or until a successor has been appointed.

FISCAL IMPACT

None

BACKGROUND

Qualifications

The District is governed by a 21-member Board of Trustees, each of whom is a resident of a city in the District and is appointed for either a two or four year term at the discretion of his or her respective City Council. The candidate must be a resident of the appointing city, at least 21 years old, and interested in learning what the District does and in sharing that information.

Experience or specialized knowledge in biology or any other health-related sciences is not required.

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

2020 – 2022 Term

Ms. Walsh has served the Town well during her first term. She has been able to attend the monthly Board of Trustee meetings and has kept Town staff updated on the District's activities. She has been available to present updates to City Council whenever requested by staff. She also coordinated with staff to arrange for the Town to present a proclamation in honor of National Mosquito Control Awareness Week at a Council Meeting.

History

Prior to Ms. Walsh's tenure, the Town has had frequent turnover in the Town's representation on the Board of Trustees. Previously, resident Joe Silva served from 2017 to 2019; resident Carrie Slaughter served from January 2016 to November 2016; and resident Louis Gotelli served from January 2014 to January 2016. Prior to Mr. Gotelli's appointment, Colma's seat on the Board went unfilled due to lack of interest. The Town has never appointed a Council Member because the Board Meetings, held on the second Wednesday of the month, conflict with City Council Meetings.

Alternatives

The City Council could choose not to adopt the resolution reappointing Laura Walsh to the Board of Trustees of the Mosquito and Vector Control Abatement District, and hold an open recruitment for the position. However, staff has had no issues with Ms. Walsh's performance and sees value in having continuity in the Town's representation on the Board of Trustees.

CONCLUSION

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

ATTACHMENTS

- A. Resolution
- B. Reappointment Letter to SMCMVCD

**RESOLUTION NO. 2021-
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

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

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

1. Background

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

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

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

(d) Laura Walsh is the Town's current representative on the board; her term expires in January 2022. She has expressed interested in continuing to serve for an additional term.

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

2. Order

(a) The City Council reappoints Laura Walsh as trustee to the San Mateo County Mosquito and Vector Control District from first Monday in January 2022 to the first Monday in January 2024 or until a successor has been appointed.

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

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Certification of Adoption

I certify that the foregoing Resolution No. 2021- was duly adopted at our regular meeting of the City Council of the Town of Colma held on October 27, 2021, by the following vote:

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

Dated _____

Diana Colvin, Mayor

Attest: _____

Caitlin Corley, City Clerk



TOWN OF COLMA

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

October 27, 2021

Brian Weber, District Manager
San Mateo County Mosquito and Vector Control District
1351 Rollins Road
Burlingame, CA 94010

Dear Mr. Weber:

Please accept this letter confirming the reappointment of Laura Walsh to the Board of Trustees for the San Mateo County Mosquito and Vector Control District. Ms. Walsh's next term as the Town of Colma's board representative will be from the first Monday in January 2022 to the first Monday in January 2024. The resolution approving this reappointment is attached.

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

Sincerely,

Diana Colvin
Mayor, Town of Colma

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





STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brian Dossey, City Manager
Christopher J. Diaz, City Attorney

MEETING DATE: October 27, 2021

SUBJECT: Colma Administrative Code Subchapter 2.02 Regarding Creekside Villas Rent Increase

RECOMMENDATION

Staff recommends the City Council adopt:

RESOLUTION AMENDING COLMA ADMINISTRATIVE CODE SECTION 2.02.060 TO INCREASE THE MONTHLY RENT FOR NEW TENANTS MOVING INTO CREEKSIDE VILLAS ON OR AFTER DECEMBER 1, 2021 TO \$1,050.00 PER MONTH.

EXECUTIVE SUMMARY

On March 10, 2021, the City Council held a study session reviewing Creekside Villas rental policies and rental rates. During the study session the City Council indicated that it would support a rental rate increase for new tenants moving into Creekside Villas, and that any newly adopted rental rates would not affect existing tenants. Based on discussions with the Council at the March 10, 2021, meeting, staff is recommending the City Council adopt a resolution to amend the Colma Administrative Code to set a new rental rate of \$1,050.00 per month for new tenants moving in on or after December 1, 2021.

FISCAL IMPACT

This increase in the rental rate for new tenants at Creekside Villas will have a positive impact on revenues, however they will be nominal until there is significant turnover in tenants.

BACKGROUND/ANALYSIS

Rental rates at Creekside Villas have not been changed since 2005. Staff has also chosen not to implement the allowable CPI increase each year due to creating a hardship on existing tenants. Therefore, in effort to generate additional revenue for the City Properties Enterprise Fund, staff is recommending an increase in rent at Creekside Villas for new/future tenants, after a current rental unit becomes vacant, beginning on December 1, 2021. Staff is recommending an increase in rent from \$902.00 per month to \$1,050.00 per month for future tenants. According

to a recent search on apartmentfinder.com, one-bedroom apartments in the Daly City/Colma area average between \$1,900-\$2,100 per month.

Council Adopted Values

The City Council is acting *responsibly* by increasing revenues for the Town's City Properties and Enterprise Fund.

CONCLUSION

Staff recommends the City Council adopt a resolution to amend the Colma Administrative Code to increase the rent at Creekside Villas to \$1,050.00 for new tenants moving into the complex on or after December 1, 2021. By increasing revenues to the City Properties Enterprise Fund, staff will be able to keep up with the rising costs of maintaining the Creekside Villas property.

ATTACHMENTS

- A. Resolution
- B. CAC 2.02

RESOLUTION NO. 2021-xx
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION AMENDING COLMA ADMINISTRATIVE CODE SECTION 2.02.060 TO
 INCREASE THE MONTHLY RENT FOR NEW TENANTS MOVING INTO CREEKSIDE
 VILLAS ON OR AFTER DECEMBER 1, 2021 TO \$1,050.00 PER MONTH**

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

1. Background.

(a) The Town of Colma ("Town") owns and operates Creekside Villas, a low-cost retirement residence option for senior citizens age 62 or older.

(b) According to recent searches of real estate availability websites, similarly-sized rental units in Colma and Daly City average between \$1,900 and \$2,100 per month.

(c) Other than optional annual CPI increases not to exceed 5% each year, which the Town has not exercised to date, the rental rates for Creekside Villas have not changed since 2005 and are currently \$902 per month.

(d) To avoid hardship to existing tenants by maintaining the current rental rate structure for those who already reside in Creekside Villas, and to generate additional future revenue for the Town's "City Properties Enterprise Fund," beginning December 1, 2021, the rental rate for new/future tenants will be \$1,050 per month, which is still well below the average rate in the community.

2. Amendment to Colma Administrative Code. Section 2.02.060 of the Colma Administrative Code is hereby amended to read in full as follows (additions are marked in underline):

"2.02.060. Policies for Establishing Rents.

(a) The rent for tenants who have occupied an apartment from and after February 9, 2005, but before December 1, 2021, shall be \$902.00 per month, adjusted for inflation on August 1 of each year beginning August 1, 2011, or as soon thereafter as the City Manager can calculate the adjustment and provide at least 60 days' notice of the rent increase to each tenant at the Senior Housing Complex.

(b) The rent for tenants who have occupied an apartment from and after February 9, 2005, but before December 1, 2021, shall be \$902.00 per month, adjusted for inflation on August 1 of each year beginning August 1, 2011, or as soon thereafter as the City Manager can calculate the adjustment and provide at least 60 days' notice of the rent increase to each tenant at the Senior Housing Complex.

(c) The rent for tenants who have occupied an apartment from and after December 1, 2021, shall be \$1050.00 per month, adjusted for inflation on August 1 of each year beginning August 1, 2023, or as soon thereafter as the City Manager can calculate the adjustment and provide at least 60 days' notice of the rent increase to each tenant at the

Senior Housing Complex.

(d) "Adjusted for Inflation" means an adjustment made according to the following formula, where "Consumer Price Index" or "CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled "Consumers Price Index of All Urban Consumers, San Jose-Oakland-San Francisco Area, Housing (Rent of Primary Residence), 1982-84=100 [Series ID CUURA422SEHA]": if the CPI for June of any year following 2004 exceeds the index for June 2004 (the Base Index), the amount subject to adjustment for inflation (Base Amount) shall be multiplied by the last previous CPI Index and divided by the Base CPI Index to obtain the Adjusted Amount, which shall be rounded to the nearest dollar; otherwise, there shall be no adjustment." Notwithstanding the foregoing, the adjustment shall not exceed five percent (5%)."

3. **CEQA.** The City Council finds that adoption of this resolution is not a "project," as defined in the California Environmental Quality Act ("CEQA"), because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns only an administrative update to rental rates for an existing facility.

4. **Effective Date.** This resolution shall become effective upon adoption.

Certification of Adoption

I certify that the foregoing Resolution No. 2021-xx was duly adopted at a regular meeting of said City Council held on _____, 2021 by the following vote:

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

Dated _____

Diana Colvin, Mayor

Attest: _____
Caitlin Corley, City Clerk

CHAPTER 2. COMMUNITY PROGRAMS

Subchapter 2.02 - Senior Housing Complex

2.02.010. Goals. These policies and procedures are intended to enhance the quality of life for senior residents and give a limited preference to Colma residents for residency at the Colma Senior Housing Complex.

2.02.020. Rental Policy. It is the policy of the Town of Colma to rent, lease, or permit occupancy of an apartment at the Senior Housing Complex only to Eligible Persons, as defined herein, at the rent specified herein.

2.02.030. Eligible Persons.

(a) Only persons who meet all of the following criteria are eligible to occupy an apartment at the Colma Senior Housing Complex, 1180 El Camino Real, Colma, California:

- (i) He or she must be 62 years or older at the commencement of the tenancy;
- (ii) He or she must be able to care for himself or herself, without assistance from others, must not have a recurring need for supportive care and must not require the availability of continuous skilled nursing care; and
- (iii) He or she must be financially able to pay the rent or must have established eligibility for financial assistance from the county.

(b) Not more than two persons may occupy an apartment.

(c) No person shall be discriminated against because of race, religion, color, creed, national origin, sex, sexual orientation, marital status, or any sensory, mental or physical disabilities unless such disability requires the recurring need for supportive care and requires the availability of continuous skilled nursing care.

(d) The City Manager may waive the age requirement, or the priority for residents set forth below, for a tenant who is employed by the Property Manager to provide substantial maintenance and management services for the Complex.

2.02.040. Disqualified Persons.

(a) The following individuals, by virtue of their position or relationship, are ineligible to become a tenant in the Senior Housing Complex:

- (i) All employees and officials of the TOWN who, by virtue of their position, have policy-making authority or influence over the implementation of the housing program;
- (ii) All former employees and officials of the Town who, by virtue of their position or relationship, for one year prior to the date of application for tenancy, had policy-making authority or influence over the implementation of the housing program;

(iii) The spouse or dependents of any employee or official described in the two preceding paragraphs.

(b) A person who was not disqualified under the foregoing at the time he or she first became a tenant in the Senior Housing Complex shall not thereafter become disqualified as a tenant solely by virtue of the subsequent relationship or position of such person, his or her spouse, or his or her dependent, as a Town employee or official.

2.02.050. Application and Priority Process.

(a) Whenever the Property Manager receives notice that an apartment is about to become vacant, the Property Manager, shall first notify any existing tenant who has requested such notification of the availability of the apartment. An existing tenant shall have first priority to take occupancy of the apartment provided that he or she enters into a lease agreement for the apartment within ten days after receipt of the notice. The apartment then left vacant by the tenant shall be let in accordance with this section.

(b) The Property Manager, after consulting with the City Manager, shall establish a beginning date for accepting applications to rent the apartment, which shall be after the first publications of notices described in the next paragraph. The Application Period shall last from the beginning date to the date when a lease for the apartment is executed.

(c) The Property Manager shall publish a notice of availability at least once in the *LiveWire* publication and at least once in two newspapers widely circulated in the cities of Colma, South San Francisco, and Daly City, including at least one newspaper that reaches non-English-speaking communities. Examples of appropriate newspapers include the San Mateo Times and the San Mateo Independent News. Town shall submit proof of publication to the City Planner. The Property Manager shall maintain a list of applicants in order of the date that the applicant submitted a complete application during the Application Period. A complete application means an application from an eligible person which contains all information requested by the Property Manager in the application form. An application from an ineligible person shall not be deemed complete until the date that the person becomes eligible under the terms of this resolution. Applications received before the beginning of an Application Period shall be considered to have been received as of the first day of the Application Period.

(d) Subject to the provisions of subparagraph (a) above, during the first sixty days after an apartment has become vacant, the first eligible person with more than two years residency in the Town of Colma who submits a complete application shall be given priority over all other applicants, except that if two or more such eligible persons submitted a complete application on the same day, priority among those persons shall be determined by lot.

(e) Sixty days after an apartment has become vacant, any eligible person may rent the apartment, without regard to his or her prior residency, and the first eligible person, without regard to the place of his or her prior residency, who submits a complete application shall be given priority over all other applicants, except that:

(i) All applications by persons in this category submitted prior to the sixtieth day after shall be deemed to have been submitted on the sixty-first day after the vacancy occurs; and

(ii) If two or more such eligible persons submit a complete application on the same day, priority among those persons shall be determined by lot.

(iii) The Property Manager shall not be required to maintain a list of applicants after the advertised apartment is rented.

2.02.060. Policies for Establishing Rents.

(a) The rent for tenants who have occupied an apartment since before February 9, 2005 shall be \$791.00 per month, adjusted for inflation on August 1 of each year beginning August 1, 2011, or as soon thereafter as the City Manager can calculate the adjustment and provide at least 60 days' notice of the rent increase to each tenant at the Senior Housing Complex.

(b) The rent for tenants who have occupied an apartment from and after February 9, 2005 shall be \$902.00 per month, adjusted for inflation on August 1 of each year beginning August 1, 2011, or as soon thereafter as the City Manager can calculate the adjustment and provide at least 60 days' notice of the rent increase to each tenant at the Senior Housing Complex.

(c) "Adjusted for Inflation" means an adjustment made according to the following formula, where "Consumer Price Index" or "CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled "Consumers Price Index of All Urban Consumers, San Jose-Oakland-San Francisco Area, Housing (Rent of Primary Residence), 1982-84=100 [Series ID CUURA422SEHA]": if the CPI for June of any year following 2004 exceeds the index for June 2004 (the Base Index), the amount subject to adjustment for inflation (Base Amount) shall be multiplied by the last previous CPI Index and divided by the Base CPI Index to obtain the Adjusted Amount, which shall be rounded to the nearest dollar; otherwise, there shall be no adjustment." Notwithstanding the foregoing, the adjustment shall not exceed five percent (5%).

[History: Res. 2011-28, 9/14/11]

2.02.070. Restrictions on Use.

Residential Use Only. An apartment in the Senior Housing Complex shall be used for residential purposes only except that it may be used for a home office provided that the home office use is incidental to use of the apartment as a residence and that the tenant shall have first obtained a Use Permit from the Town.

No Subleasing. A tenant occupying a Senior Housing apartment may not sublet or rent the apartment or assign the lease.

No Violations. No person may use or permit the Affordable Unit or any portion of the Affordable Unit to be used or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental authority, body, or entity, or in violation of any Covenants, Conditions and Restrictions applicable to the unit. No person may maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Affordable Unit or any part of the Affordable Unit."

2.02.080. Rules and Regulations. The City Manager may establish reasonable rules and regulations governing the use and occupancy of the premises including but not limited to rules and regulations governing the form of the application and supporting documentation, parking, use of the common areas, pets, overnight visitors, noise, and trash disposal.

2.02.090. Right to Inspect. Town may inspect any apartment at the Senior housing Complex, subject to tenant's privacy rights and upon reasonable advance notice, to determine compliance with this resolution.

SECTION 2. ONE-TIME EXCEPTION.

(a) The City Council finds that:

(i) Since on or before December 8, 2004, there have been two vacant apartments at the Senior Housing Complex;

(ii) Prior to December 8, 2004, the Property Manager was maintaining a list of prospective applicants for the Senior Housing Complex pending clarification of the Town's policies;

(iii) On December 8, 2004, the City Council declared a moratorium on renting any vacant units in the Senior Housing Complex pending its review of the Town's rental policies;

(iv) Since December 8, 2004, other persons have expressed interest in renting an apartment at the Complex; and

(v) It is necessary and proper to adopt a one-time exception to the policies set forth hereinabove to handle the applications on hand for the two vacant apartments.

(b) Notwithstanding the foregoing, there shall be a one-time exception to the policies set forth hereinabove, as set forth in an Order in the Minutes of the meeting of February 9, 2005.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brad Donohue, Director of Public Works
 VIA: Brian Dossey, City Manager
 MEETING DATE: October 27, 2021
 SUBJECT: Review of Mission Road Landscaping Options

RECOMMENDATION

This item is a study session for information purposes only. No City Council action is required; however, staff seeks comments, questions, impressions and opinions from City Council members and members of the public regarding landscaping and hardscape features and design options for Mission Road along the frontage of Holy Cross Cemetery.

EXECUTIVE SUMMARY

At the April 28, 2021, City Council meeting, City Council was offered a strip of land that fronts the Holy Cross Catholic Cemetery property along Mission Road from their north gate entrance to their south gate entrance (attachment A). The area of land that is to be considered as a donation, to the Town as a result of Mission Road Bicycle and Pedestrian Improvement Project (Project) is a portion of land between the existing historical rock wall and the Town's Right of Way boundary. City Council directed Staff to take the next steps in entering into an agreement whereas the Town would receive the land dedication and bring back to City Council for approval and design and develop a landscape conceptual plan for City Council consideration.

The purpose of tonight's study session is to review and obtain feedback from the City Council on the landscaping options for Mission Road along the frontage of Holy Cross Cemetery as presented by Staff and the Landscape Architect (Designer). Any feedback obtained will be incorporated into the development of this landscape project which will include preparation of construction plans, specifications and estimates.

FISCAL IMPACT

None. Though there is no fiscal impact to review and discuss landscaping ideas and options for this portion of Mission Road. Landscaping and other hardscape features if implemented will have a future fiscal impact. Construction costs will be assessed at a future City Council meeting based on Council's direction from tonight's study session.

BACKGROUND

Once the Mission Road Bicycle and Pedestrian Improvement Project was nearing its completion it became obvious that the area of land starting from the North entrance to the South entrance of Holy Cross behind the newly constructed sidewalk, (see Attachment A) was barren. The property in question, owned by both Holy Cross (Estimated (20%) and Town of Colma (80%). One of the main reasons for not incorporating this landscaping feature into the previous project was that it would have jeopardized the Town's Federal grant funds that partially funded the Mission Road Bicycle and Pedestrian Improvement Project. In the proposed landscape area, we would have had to secure this property and go through an extensive Right of Way Certification Process. It was determined to study this option after the Mission Road Bicycle and Pedestrian Project was completed. Once completed, that paved the way for the Town and Holy Cross to negotiate the land dedication.

At the April 28, 2021, City Council meeting, City Council directed staff to:

- Draft an agreement with the San Francisco Archdiocese, this process is still being worked on, preliminary title reports are being completed, legal descriptions and plats are nearing completion and signed agreements still need to be completed between the San Francisco Archdiocese and the Town of Colma.

Subsequently, on July 28, 2021, the City Council adopted a resolution approving and authorizing the City Manager to enter into a land donation agreement to effectuate the land transfer to the Town.

- The next steps are as follows: Conduct any needed CEQA review or identify a CEQA exemption that applies and design and develop a beautification project for City Council to consider for the Town's Capital Improvement Plan. Tonight's study session is step one in the process of developing a beautification project for this specific area of Mission Road.

ANALYSIS

Like any project there are challenges, in the case of this project most of the challenges are in the State water efficiency landscape regulations and the Town's conservation and sustainability goals along with a planting design that will keep annual maintenance costs at a minimum. Because the Town is also a current member of Tree USA, and because the planting of trees is part of our sustainability goals, the Designer is being encouraged to look for suitable locations along the frontage where trees can be planted.

Over the last several years pedestrian accessibility in the area has increased substantially due in part to the residents at Veterans Village and the Verano complex. One of the commitments the Town has made when they became members of the Age Friendly Cities Initiative was to consider pedestrian enhancements in future projects that could accommodate those in their senior years. This project does offer some options such as benches and resting areas with shade (trees).

The designer will present various planting and aesthetic options for this landscape opportunity. The objective of tonight's study session is to review, discuss, and provide input on various design options that can be implemented to enhance the landscape features on this portion of Mission Road. Costs have not been determined at this time, part of tonight's study will help assess certain

things such as plant pallet, hardscape features, costs of construction, and long term maintenance. City Councils direction tonight will assist the designer in meeting the City Council's objectives for plant type, and associated costs.

Council Adopted Values

The recommendation is consistent with the Council value of *responsibility*, taking recommendations from the public, staff, and consultants to review and analyze landscaping features that meet the Towns image and sustainability goals.

Sustainability Impact

By considering various landscaping and irrigation design options, City Council is striving to meet the ongoing task of preserving natural resources such as water while promoting planting options that incorporate drought tolerant and native species, and provide wellbeing for those who use these prominent roadways.

CONCLUSION

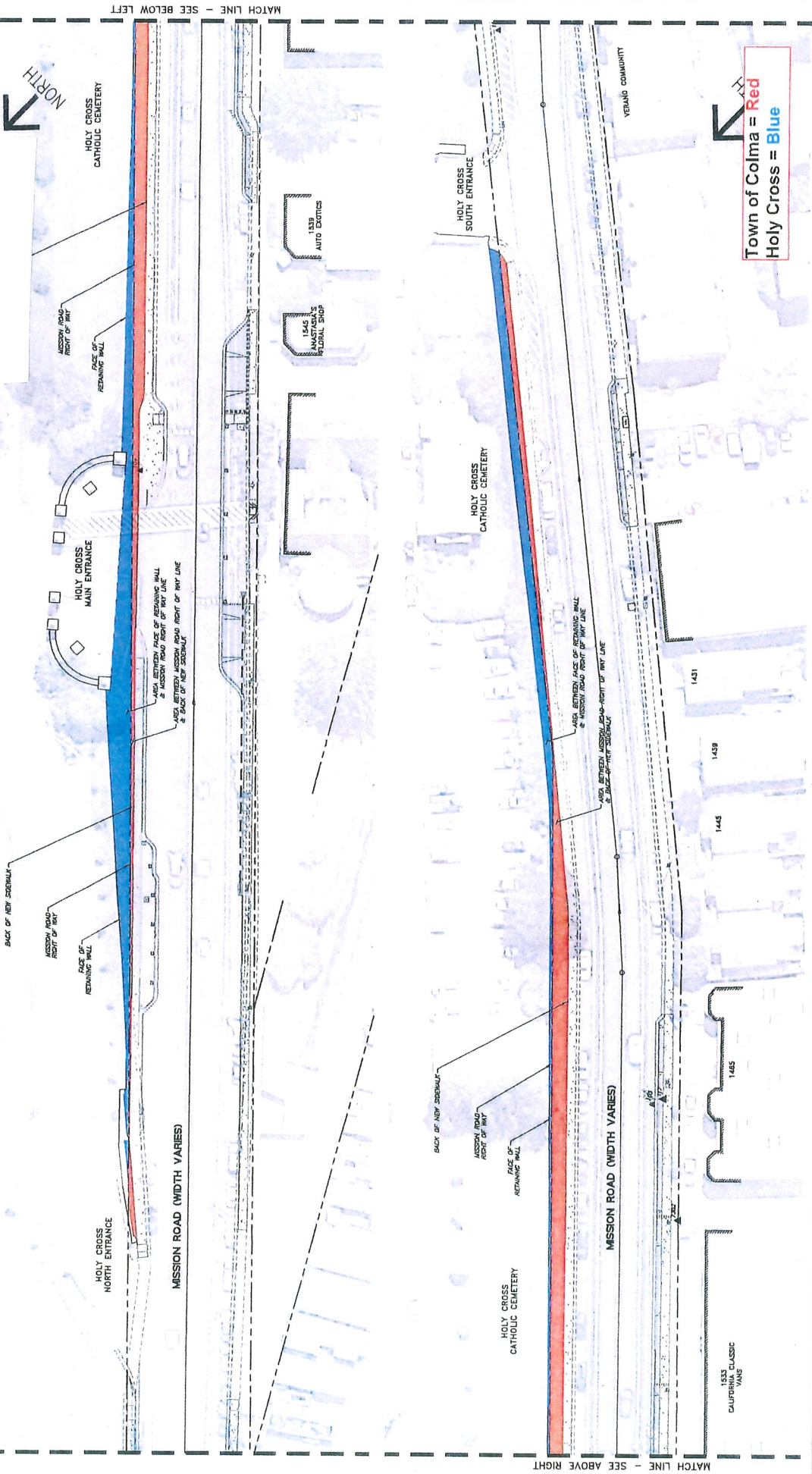
The City Council and public are encouraged to ask questions about the proposed landscaping options and features thus providing feedback to staff. Comments will be incorporated into the development of design plans and specifications.

ATTACHMENTS

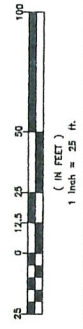
- A. Site plan of proposed landscape area on Mission Road
- B. Proposed landscaping features for Mission Road along Holy Cross Frontage



ATTACHMENT A



Town of Colma = Red
 Holy Cross = Blue



SHEET 1 of 1
 DATE: 4/16/21
 JOB#: 18.393

PREPARED FOR:
 TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA. 94014

PROJECT TITLE:
 MISSION ROAD - HOLY CROSS
 RIGHT OF WAY EXHIBIT - OVERVIEW
 MISSION ROAD
 BICYCLE AND PEDESTRIAN IMPROVEMENTS

TOPOGRAPHIC SURVEY PERFORMED BY:
TOWILL Surveying & Mapping
 2300 Clayton Road Suite 1200
 Concord, CA 94520-2176
 (925) 682-6976 - www.towill.com

PREPARED BY:
CSG Consultants, Inc.
 550 Pilgrim Drive #4404
 Foster City, CA 94404
 Phone (650) 522-2500
 Fax (650) 522-2559



ATTACHMENT A



HOLY CROSS
CATHOLIC CEMETERY

BACK OF NEW SIDEWALK
MISSION ROAD
RIGHT OF WAY
FACE OF
RETAINING WALL

AREA BETWEEN FACE OF RETAINING WALL
& MISSION ROAD
RIGHT OF WAY LINE

AREA BETWEEN MISSION ROAD
RIGHT OF WAY LINE
& BACK OF NEW SIDEWALK

HOLY CROSS
NORTH ENTRANCE

MISSION ROAD (WIDTH VARIES)



HOLY CROSS
CATHOLIC CEMETERY

HOLY CROSS
MAIN ENTRANCE

BACK OF NEW SIDEWALK
MISSION ROAD
RIGHT OF WAY
FACE OF
RETAINING WALL

AREA BETWEEN FACE OF RETAINING WALL
& MISSION ROAD
RIGHT OF WAY LINE

AREA BETWEEN MISSION ROAD
RIGHT OF WAY LINE
& BACK OF NEW SIDEWALK

MISSION ROAD (WIDTH VARIES)

Town of Colma = Red
Holy Cross = Blue

MATCH LINE - SEE BELOW LEFT

MATCH LINE - SEE ABOVE RIGHT

PREPARED BY:

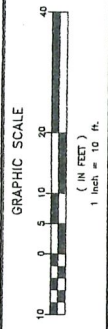
CSG Consultants, Inc.
 550 Pilgrim Drive
 Foster City, CA 94404
 Phone (650) 522-2500
 Fax (650) 522-2599

TOPOGRAPHIC SURVEY PERFORMED BY:

TOWILL Surveying, Mapping
 and GIS Services
 2300 Clay Ave. Ste. 1200
 Concord, CA 94520-2171
 (925) 682-5976 - www.towill.com

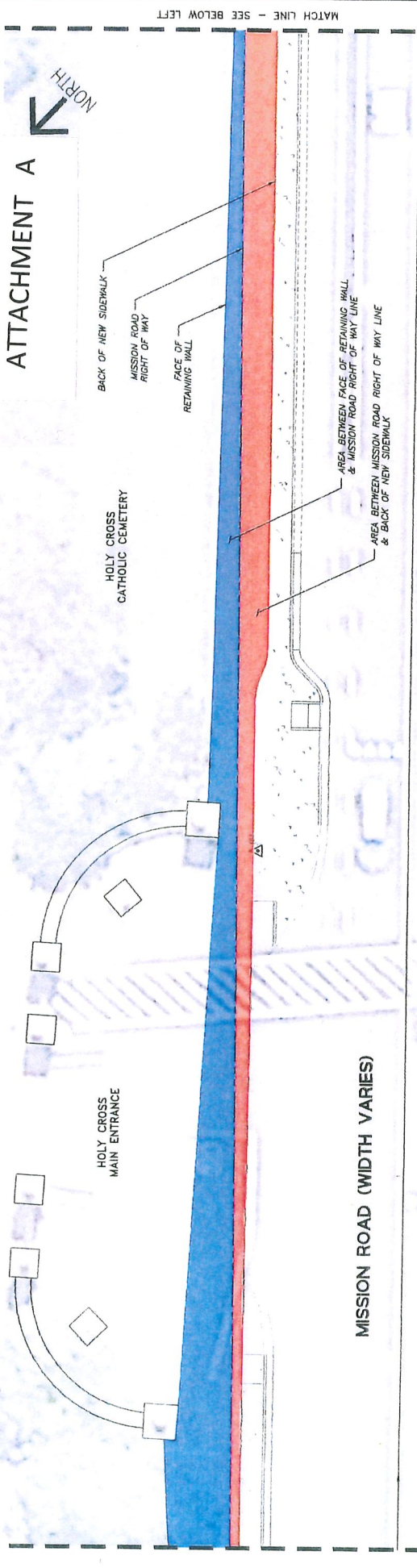
PROJECT TITLE:
 MISSION ROAD - HOLY CROSS
 NORTH ENTRANCE TO MAIN ENTRANCE
 MISSION ROAD
 BICYCLE AND PEDESTRIAN IMPROVEMENTS

PREPARED FOR:
 TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA. 94014



SHEET 1 of 1
 DATE: 4/16/21
 JOB#: 18.993

ATTACHMENT A



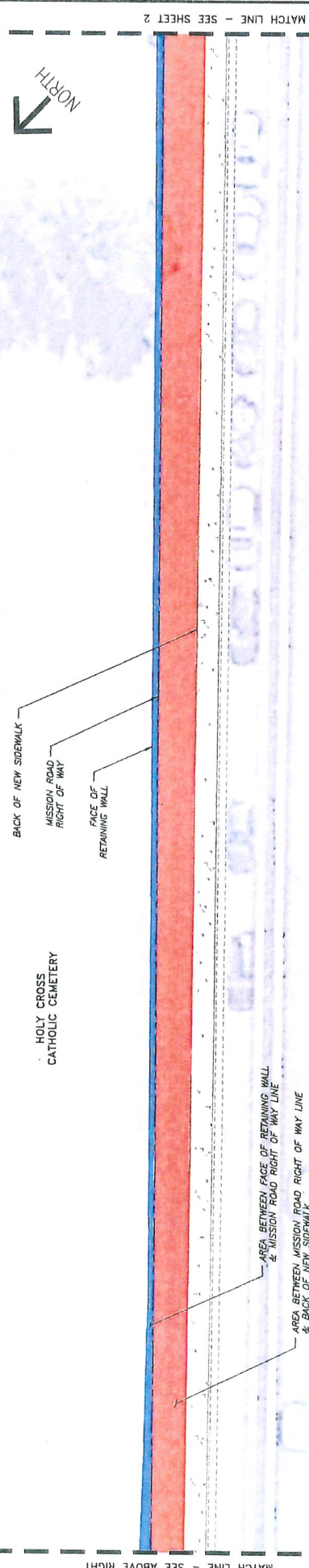
MISSION ROAD (WIDTH VARIES)

HOLY CROSS
MAIN ENTRANCE

HOLY CROSS
CATHOLIC CEMETERY



MATCH LINE - SEE BELOW LEFT



MISSION ROAD (WIDTH VARIES)

HOLY CROSS
CATHOLIC CEMETERY

BACK OF NEW SIDEWALK
MISSION ROAD
RIGHT OF WAY
FACE OF
RETAINING WALL



MATCH LINE - SEE SHEET 2

Town of Colma = Red
Holy Cross = Blue

PREPARED BY:
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
Phone (650) 522-2500
Fax (650) 522-2599

TOPOGRAPHIC SURVEY PERFORMED BY:
TOWILL Surveying, Mapping
and GIS Services
2300 Cleveon Road, Suite 1200
Cupertino, CA 95014
(825) 862-2116
(825) 862-5976 - www.towill.com

PROJECT TITLE:
MISSION ROAD - HOLY CROSS
MAIN ENTRANCE TO SOUTH ENTRANCE
MISSION ROAD
BICYCLE AND PEDESTRIAN IMPROVEMENTS

PREPARED FOR:
TOWN OF COLMA
1198 EL CAMINO REAL
COLMA, CA. 94014

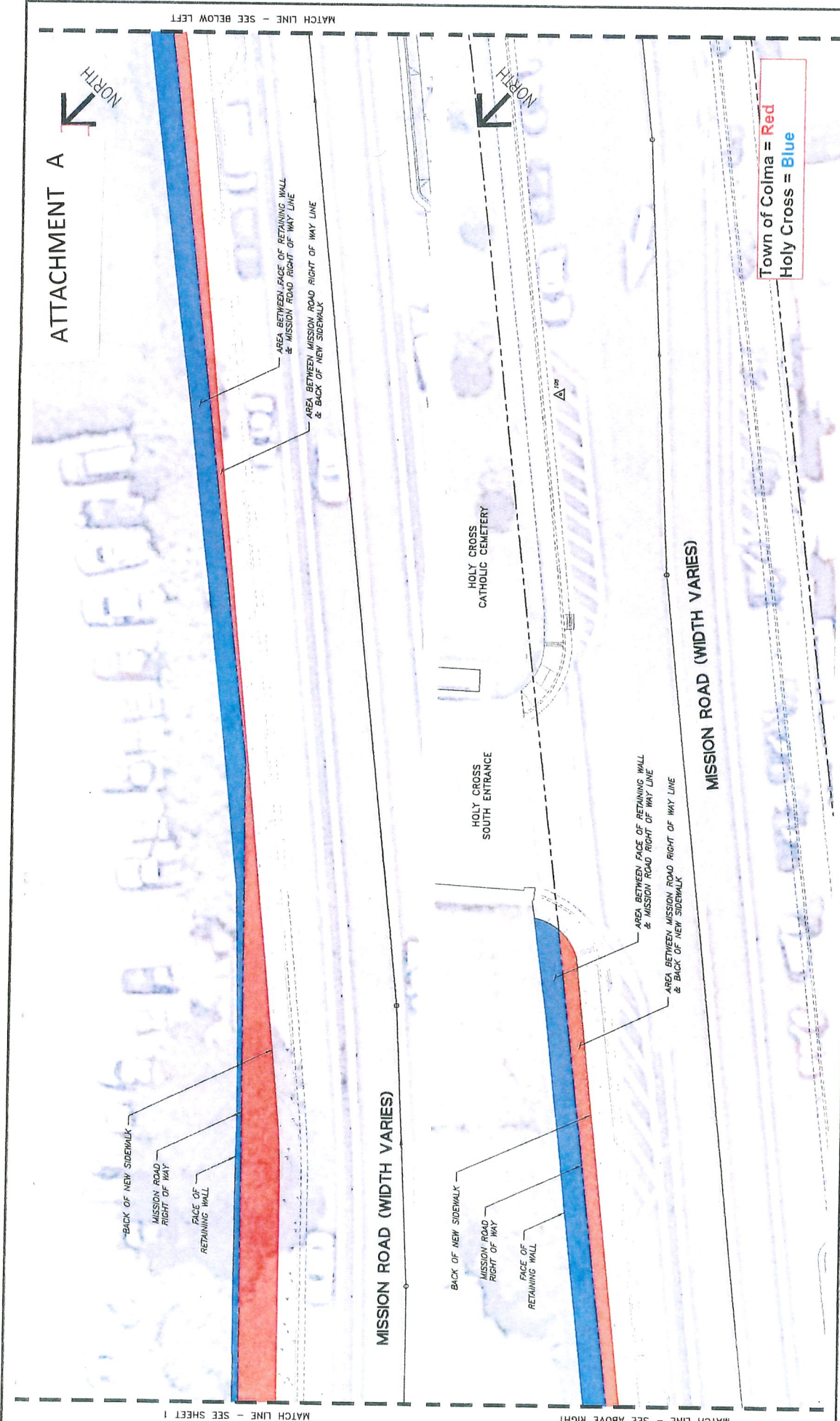
GRAPHIC SCALE
0 5 10 20 30 40
(IN FEET)
1 inch = 10 ft.

SHEET 1 of 2
DATE: 4/16/21
JOB#: 18.393

ATTACHMENT A



MATCH LINE - SEE BELOW LEFT



MATCH LINE - SEE ABOVE RIGHT

MATCH LINE - SEE BELOW LEFT

PREPARED BY:
CSG Consultants, Inc.
550 Phelan Blvd.
Foster City, CA 94024
Phone (650) 532-2500
Fax (650) 532-2599



TOPOGRAPHIC SURVEY PERFORMED BY:
TOWILL Surveying & Mapping
2300 Clayton Road Suite 1200
Concord, CA 94520-2176
(925) 662-6976 - www.tbwill.com

PROJECT TITLE:
MISSION ROAD - HOLY CROSS
MAIN ENTRANCE TO SOUTH ENTRANCE
MISSION ROAD
BICYCLE AND PEDESTRIAN IMPROVEMENTS

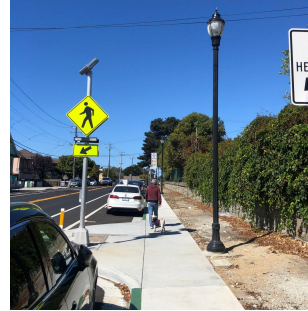
PREPARED FOR:
TOWN OF COLMA
1198 EL CAMINO REAL
COLMA, CA. 94014

SHEET 2 of 2

DATE: 4/16/21
JOB#: 18-593



Existing Conditions



Existing Conditions



North Entry

Main Entry



Maintenance
Building

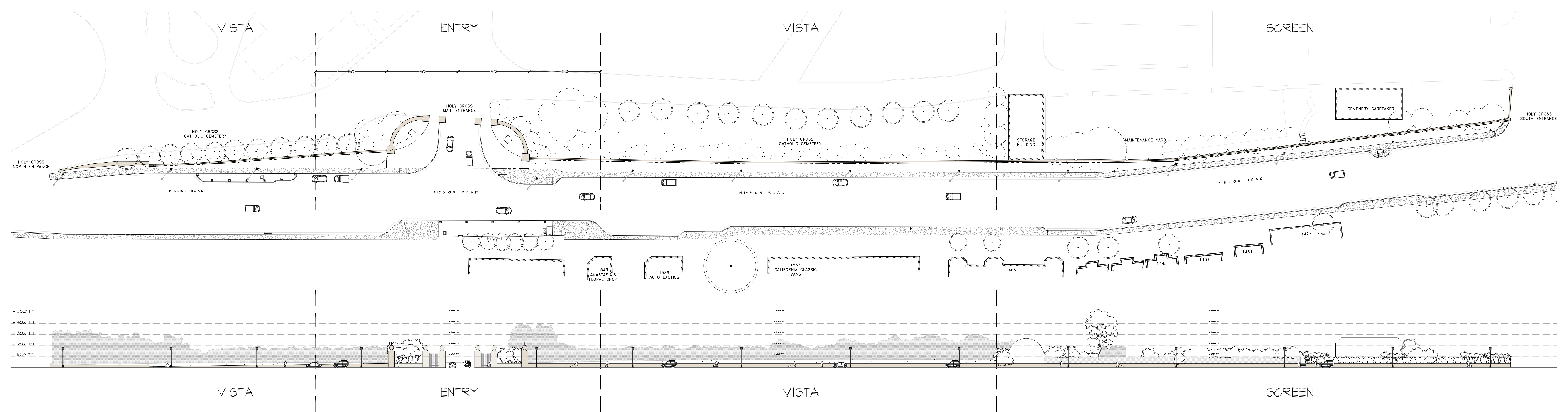
Maintenance
Yard



Caretaker
Residence

South Entry

Existing Conditions



**EXISTING CONDITIONS PLAN
AND ELEVATION**

1 INCH = 40 FEET
(AT 36-INCH PAPER SIZE)

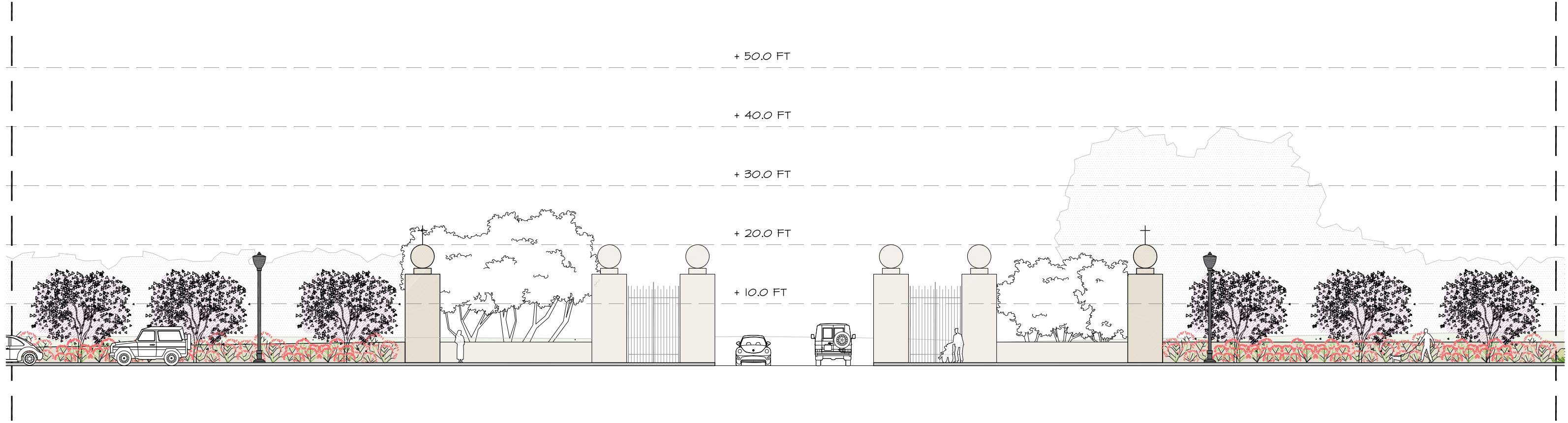
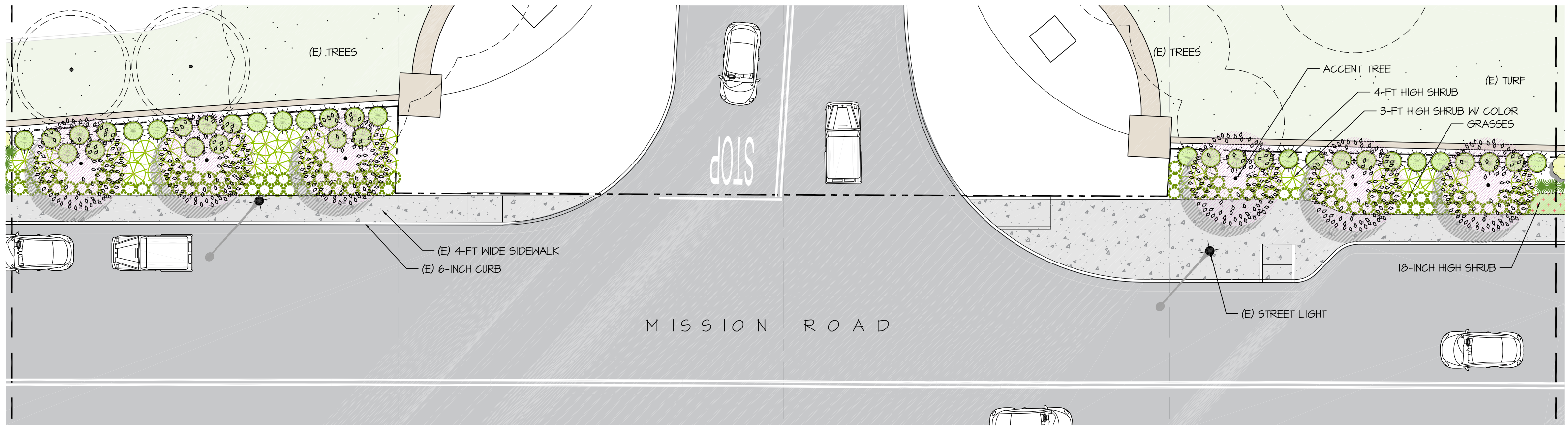
MISSION ROAD STREETScape PLANTING
AT HOLY CROSS CEMETERY
TOWN OF COLMA
PREPARED BY DILLINGHAM ASSOCIATES
OCT 21, 2021



PROPOSED PLAN AND ELEVATION

1 INCH = 40 FEET
(AT 36-INCH PAPER SIZE)

MISSION ROAD STREETSCAPE PLANTING
AT HOLY CROSS CEMETERY
TOWN OF COLMA
PREPARED BY DILLINGHAM ASSOCIATES
OCT 21, 2021



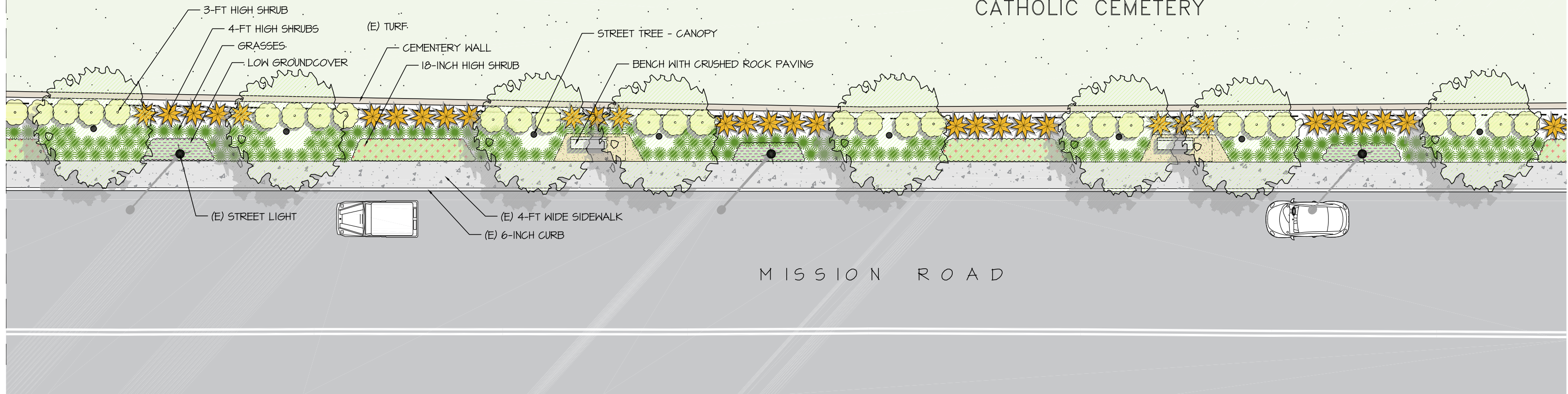
**ENLARGEMENT PLAN AND ELEVATION
OF ENTRY SECTION**

1 INCH = 20 FEET
(AT 11x17-INCH PAPER SIZE)

**MISSION ROAD STREETSCAPE PLANTING
AT HOLY CROSS CEMETERY
TOWN OF COLMA**

PREPARED BY DILLINGHAM ASSOCIATES
OCT 21, 2021

HOLY CROSS CATHOLIC CEMETERY

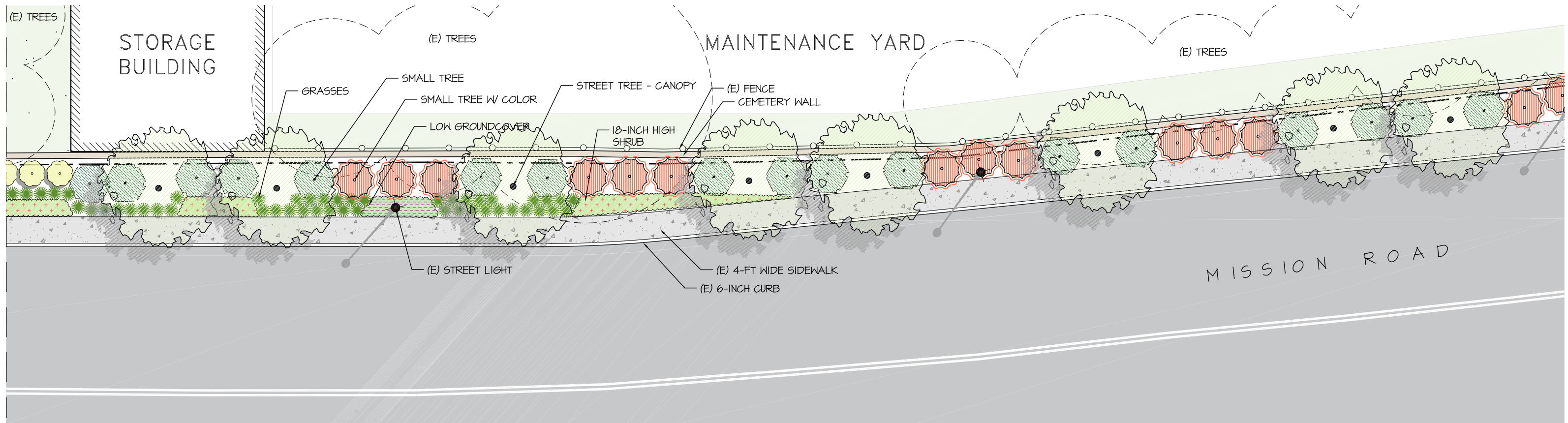


ENLARGEMENT PLAN AND ELEVATION OF VISTA SECTION

1 INCH = 20 FEET
(AT 11x17-INCH PAPER SIZE)

MISSION ROAD STREETSCAPE PLANTING AT HOLY CROSS CEMETERY TOWN OF COLMA

PREPARED BY DILLINGHAM ASSOCIATES
OCT 21, 2021



**ENLARGEMENT PLAN AND ELEVATION
OF SCREEN SECTION**

1 INCH = 20 FEET
(AT 11x17-INCH PAPER SIZE)

**MISSION ROAD STREETSCAPE PLANTING
AT HOLY CROSS CEMETERY
TOWN OF COLMA**

PREPARED BY DILLINGHAM ASSOCIATES
OCT 21, 2021

DECIDUOUS TREES



Platanus x acerifolia 'Columbia'
London Plane Tree



Fraxinus angustifolia oxycarpa 'Raywood'
Raywood Ash



Gleditsia thricanthos
Honey Locust



EVERGREEN TREES



Melaleuca quinquenervia
Paperbark Tree



Lyonothamnus floribundus subsp. aspleniifolius
Catalina Ironwood



Corymbia ficifolia
Scarlet Gum



PLANTS



Canna spp
Canna Lily



Cotinus coggygia
Smoke Bush



Leptospermum scoparium
New Zealand Tea Tree



Tibouchina urvilleana
Princess Flower Tree



Leucadendron
Conebush



Anigozanthos spp
Kangaroo Paw



Hesperaloe spp
Red Yucca



Perovskia atriplicifolia 'Blue Jean'
Blue Jean Russian Sage



Beschorneria yuccoides
Mexican Lily



Hemerocallis spp
Daylily



Phormium 'Cream Delight'
New Zealand Flax



Calamagrostis x acutiflora 'Karl Foerster'
Feathered Reed Grass



Arctostaphylos spp
Manzanita



Dietes spp
Fortnight Lilly



Ceanothus 'Joyce Coulter'
Joyce Coulter California Lilac