



AGENDA
REGULAR MEETING
City Council of the Town of Colma

Colma Community Center
1520 Hillside Boulevard
Colma, CA 94014

Wednesday, January 8, 2014 at 7:30 PM

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

PRESENTATION

- Proclamation in Recognition of Joan Guerra's Retirement

PUBLIC COMMENTS

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

CONSENT CALENDAR

1. Motion to Accept the Minutes from the December 11, 2013 Regular Meeting.
2. Motion to Approve Report of Checks Paid for December 2013.
3. Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the Fourth Quarter of 2013.
4. Motion to Approve Resolution Adding and Amending Sections to Chapter Three of the Colma Administrative Code, Relating to Personnel Policies.
5. Motion to Adopt a Resolution Approving Reciprocal Easements Agreement for Access and Parking Purposes and Accepting Grant of Easement.

NEW BUSINESS

6. **Recreation Department Staff Changes**

Consider: Motion to Adopt a Resolution Approving Staff Changes for the Recreation Services Department.

7. Prepayment of Certificates of Participation (COPs)

Consider: Motion to Adopt a Resolution Authorizing Prepayment of the 2003 Certificates of Participation.

COUNCIL CALENDARING

REPORTS

Mayor/City Council

Interim City Manager

Mayor Helen Fiscaro

William C. Norton

ADJOURNMENT

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

Reasonable Accommodation

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

**MINUTES
REGULAR MEETING**

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

**Wednesday, December 11, 2013
7:30 p.m.**

CALL TO ORDER

Mayor Helen Fisicaro called the Regular Meeting of the City Council to order at 7:30 p.m.

Council Present – Mayor Helen Fisicaro, Vice Mayor Raquel "Rae" Gonzalez, Council Members Joanne F. del Rosario, Joseph Silva and Diana Colvin were all present.

Staff Present – Interim City Manager Bill Norton, City Attorney Roger Peters, Police Chief Jon Read, Director of Public Works Brad Donohue, Recreation Services Director Brian Dossey, Assistant City Attorney Christopher Diaz and Administrative Technician III Caitlin Corley were in attendance.

ADOPTION OF THE AGENDA

Mayor Fisicaro asked if there were any changes to the agenda. None were noted. The Mayor asked for a motion to adopt the agenda.

Action: Council Member del Rosario moved to adopt the agenda; the motion was seconded by Vice Mayor Gonzalez and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
<i>Voting Tally</i>	5	0	0		

PUBLIC COMMENTS

Mayor Fisicaro opened the public comment period 7:31 p.m. Clarise Veloso of HIP Housing made a comment. The Mayor closed the public comment period at 7:33 p.m.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the November 13, 2013 Special Meeting.
2. Motion to Accept the Minutes from the November 13, 2013 Regular Meeting.
3. Motion to Accept the Minutes from the November 25, 2013 Special Meeting.
4. Motion to Accept the Minutes from the December 3, 2013 Special Meeting.
5. Motion to Approve Report of Checks Paid for November 2013.
6. Motion to Adopt an Ordinance Adding Subchapter 2.06, Unruly Gathering, to Chapter 2, Prohibited Activities, of the Colma Municipal Code (second reading).
7. Motion to Adopt an Ordinance Adding Subchapter 2.05, Noise limitations, to Chapter 2, Prohibited Activities, of the Colma Municipal Code (second reading).
8. Motion to Adopt a Resolution Approving Contract for Landscape Maintenance Services with Frank and Grossman Landscape Contractors, Inc.

Action: Council Member del Rosario moved to approve the Consent Calendar items #1 through 8; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
<i>Voting Tally</i>	5	0	0		

PRESENTATION

9. SAMTRANS BUS RAPID TRANSIT (BRT) PHASING PLAN STUDY

Melissa Reggidero from Sam Trans gave a short presentation on the new SamTrans Bus Rapid Transit Phasing Plan Study. Council discussion followed.

This topic was for discussion only. There was no action taken.

NEW BUSINESS

10. CITY MANAGER'S CONTRACT

Interim City Manager Bill Norton presented the staff report. Mayor Fisicaro opened the public comment period at 7:43 p.m. and seeing no one come forward to speak, she closed the public comment period.

Action: Mayor Fiscaro moved to Adopt a Resolution Appointing Sean Rabé as City Manager and Approving Employment Contract; the motion was seconded by Council Member del Rosario and carried by the following vote:

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

11. ACCEPTANCE OF AUDITOR’S REPORT

Interim City Manager Bill Norton presented the staff report. Mayor Fiscaro opened the public comment period at 7:51 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

Action: Vice Mayor Gonzalez moved to Adopt Resolution Accepting Auditor’s Report and Finding That the Town Was in Compliance with Appropriation Limit for Fiscal Year 2012-13; the motion was seconded by Council Member del Rosario and carried by the following vote:

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

12. COUNCIL COMMITTEE ASSIGNMENTS

Administrative Technician Caitlin Corley presented the staff report. Mayor Fiscaro led the discussion on committee assignments for Council Members. Below is the list of 2014 Committee Assignments that the Council discussed and proposed:

Committee Name	2013 Primary	2013 Secondary
Office of Emergency Services (EMERGENCY SERVICES COUNCIL, MEETS QUARTERLY 3 RD THURSDAYS IN JANUARY, APRIL, JUNE & SEPTEMBER, , AT 5:30 PM, AT THE HALL OF JUSTICE IN REDWOOD CITY IN JURY ASSEMBLY ROOM)	Colvin	del Rosario
Colma Creek Flood District (MEETS QUARTERLY, 2 ND TUESDAY @ 3PM IN MARCH, JUNE, SEPTEMBER AND DECEMBER AT CITY HALL, SOUTH SAN FRANCISCO)	Fiscaro	Colvin
Peninsula Congestion Relief Alliance - "The Alliance" Board of Directors member (6 X A YEAR, THURSDAY MORNINGS)	Gonzalez	Colvin
C/CAG (2 ND THURSDAY OF THE MONTH, 7PM)	Silva	Colvin
League of California Cities (ANNUAL CONFERENCE, AND WORKSHOPS THROUGHOUT THE YEAR)	All	
San Mateo Council of Cities (MONTHLY DINNER AND MEETING)	Fiscaro is the voting representative	All Council Members can attend
Mayor/Chamber Walks (SCHEDULED BETWEEN THE MAYOR, CITY MANAGER & CHAMBER OF COMMERCE, APPROXIMATELY 5+ OUTINGS)	Fiscaro	All other Council Members
City Representative at Colma-Daly City Chamber of Commerce (1-2 MEETINGS A YEAR, AS NEEDED)	Fiscaro	Gonzalez
Legislative Committee (C/CAG) (ONCE PER MONTH, ON 2 ND THURSDAYS AT 5PM)	Silva	
ABAG Representative (GENERAL ASSEMBLY MEETS TWICE PER YEAR APRIL & OCTOBER)	del Rosario	Gonzalez
Housing Endowment and Regional Trust (HEART) Member Agency Committee (MEETS 3 X A YEAR, 4 TH WEDNESDAYS, 2-3PM AT SAN MATEO CITY HALL)	Fiscaro	
Housing and Community Development Commission (HCDC) (MEETINGS ARE DURING THE DAYTIME, AS NEEDED. MORE MEETINGS AT BEGINNING OF THE YEAR. APPOINTED BY CITY SELECTION COMMITTEE)	Fiscaro	
Grand Boulevard Task Force (MEETS 3 RD WEDNESDAY, 10AM-12 NOON, MARCH, JUNE, SEPTEMBER, DECEMBER AT EITHER SAM TRANS IN SAN CARLOS OR CITY HALL IN SANTA CLARA)	Silva	Gonzalez
Sub – RHNA (NO MEETINGS SCHEDULED AT THIS TIME)	N/A	
Sustainable Communities Strategy and Regional Housing Needs Allocation Policy Advisory Committee (NO MEETINGS SCHEDULED AT THIS TIME)	Fiscaro	Silva
Point of Contact for the San Mateo County Energy Strategy Program (NO MEETINGS SCHEDULED AT THIS TIME)	Fiscaro	

Action: Council Member Colvin moved to Approve Committee Assignments for 2014 and Grant to the Appointee Discretion in Voting on Matters Brought Before the Committee; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
<i>Voting Tally</i>	5	0	0		

13. CITY SELECTION COMMITTEE

Administrative Technician Caitlin Corley presented the staff report. Council discussion followed.

Action: Council Member del Rosario moved to Confirm Designation of the Mayor as the Voting Member for the Council of Cities, Designate an Alternate Voting Member via the City Selection Committee Alternate Voting Member Form, and Give the Voting Member the Discretion on Any and All Matters to be Considered; the motion was seconded by Vice Mayor Gonzalez and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
<i>Voting Tally</i>	5	0	0		

STUDY SESSION

14. CLIMATE ACTION PLAN PROGRESS REPORT

Sustainability Programs Manager Kathleen Gallagher presented the staff report. Mayor Fisicaro opened the public hearing at 8:18 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

This topic was for discussion only. There was no action taken.

COUNCIL CALENDARING

The next Regular City Council Meeting will be on **Wednesday, January 8, 2014 at 7:30 p.m.** at the Colma Community Center.

REPORTS

Council Members reported on the events listed below:

Helen Fiscaro

Cypress Business Awards and Holiday Soiree, 12/5
Breakfast with Santa, 12/7
Colma Creek Committee Meeting, 12/10

Rae Gonzalez

Breakfast with Santa, 12/7

Joanne F. del Rosario

Cypress Business Awards and Holiday Soiree, 12/5

Joe Silva

Cypress Business Awards and Holiday Soiree, 12/5

Diana Colvin

Cypress Business Awards and Holiday Soiree, 12/5

ADJOURNMENT

The meeting was adjourned by Mayor Fiscaro at 8:25 p.m.

Respectfully submitted,



Caitlin Corley
Administrative Technician III

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38843	12/2/2013	00003	982	11/18/2013	Roll Up Doors and Install 3 120	1,950.00	1,950.00
38844	12/2/2013	00004	000004865361	11/13/2013	650 9973409 097 10/13/13-11/	88.78	
			000004865360	11/13/2013	650 9970105 804 10/13/13-11/	56.33	145.11
38845	12/2/2013	00030	July - Sept 2013	10/23/2013	REPLACES CK #38662 JULY -	895.44	895.44
38846	12/2/2013	00049	CALIFORNIA PEACE OFFICER2014 Membershi	10/3/2013	Jan - Dec 2014 Membership Dt	125.00	125.00
38847	12/2/2013	00051	CALIFORNIA WATER SERVICE6544607057	11/21/2013	6544607057 SW Corner Hillside	1,456.16	1,456.16
38848	12/2/2013	00208	SILVA, KAREN	11/05/13	Reimbursement for R	65.80	65.80
38849	12/2/2013	00254	METRO MOBILE COMMUNICA131207	12/1/2013	Dec 2013 Two Way Radios Mai	602.00	
			35386	11/25/2013	3 ea. KMC-25 Speaker/Microph	301.03	
			051472	11/25/2013	Fix Battery Tender, Test and Ve	60.00	963.03
38850	12/2/2013	00307	PACIFIC GAS & ELECTRIC	11/19/2013	PG&E	1,836.29	
			0092128195-2	11/19/2013	PG&E	321.37	
			0567147369-1	11/22/2013	0567147369-1 JSB S/O Serran	221.89	2,379.55
			9248309814-8	11/19/2013	9248309814-8 601 F St.	95.42	95.42
38851	12/2/2013	00311	312010	11/27/2013	DM500/550 Red Ink Cartridge	520.00	520.00
38852	12/2/2013	00314	3479	11/11/2013	Repaint Parking Lot Stripping at	885.04	885.04
38853	12/2/2013	00432	Dec 2013	11/21/2013	VISION SERVICE PLAN	900.00	
38854	12/2/2013	00716	2014-06	11/27/2013	2014 SMART Service Dues	450.00	1,350.00
			2014-09	11/25/2013	2014 Membership Dues	3.00	3.00
38855	12/2/2013	00775	83596	11/25/2013	11/25/13 Insufficient Registratio	394.50	394.50
38856	12/2/2013	00928	1429235-00	11/14/2013	Paper and Cleaning Supplies	4,575.00	4,575.00
38857	12/2/2013	01076	13-011 Colma	11/25/2013	RECORDS MANAGEMENT	135.00	135.00
38858	12/2/2013	01280	9021767236	11/14/2013	Reflective Surveyor Vests 6L ar	661.91	661.91
38859	12/2/2013	01370	VERIZON WIRELESS SERVICE19714960287	11/15/2013	CELL PHONE SERVICE	225.00	225.00
38860	12/2/2013	01472	83606	11/25/2013	11/25/13 Deposit Refund 11/24,	33.56	33.56
38861	12/2/2013	01549	11/19/13 RICAP	12/2/2013	11/19/13 RICAP Meeting Milea	157.25	157.25
38862	12/2/2013	01552	FORTE PRESS CORPORATION51453	11/14/2013	500 Business Cards - Gallaghe	20.00	20.00
38863	12/2/2013	01653	KAISER FOUNDATION HEALTH10/30/13 Lab Te	11/09/2013	10/30/13 Lab: Skin Test, Tuberr	3.00	3.00
38864	12/2/2013	01833	83598	11/25/2013	11/25/13 Insufficient Registratio	250.00	250.00
38865	12/2/2013	01840	11/24/2013	11/24/2013	Pre-Employment Polygraph Inte	3,201.68	3,201.68
38866	12/2/2013	01865	THYSSENKRUPP ELEVATOR 1125081003	12/1/2013	Dec 2013 - Dec 2014 Maintena	1,249.40	1,249.40
38867	12/2/2013	01972	LORAL LANDSCAPING, INC 65440	10/25/2013	Repair Cracked Valves at Sterli	1,500.00	1,500.00
38868	12/2/2013	02144	DOMINIC A. DE LUCCA DBA D277	11/25/2013	TAE KWON DO	125.00	125.00
38869	12/2/2013	02258	Nov 2-23, 2013 (12/2/2013	GOLF LESSONS	50.00	50.00
38870	12/2/2013	02270	83604	11/25/2013	11/25/13 Deposit Refund 11/24,		

33 checks in this report.

Grand Total All Checks:

39,434.18

Final Check List
Town of Colma

apChkLst
12/02/2013 1:42:43PM

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38871	12/2/2013	02399	83603	11/25/2013	11/25/13 Deposit Refund	300.00	300.00
38872	12/2/2013	02432	83597	11/25/2013	11/25/13 Insufficient Registratio	3.00	3.00
38873	12/2/2013	02676		11/27/2013	Sept 11-Oct 21, 2013 Urban De	13,460.00	13,460.00
38874	12/2/2013	02677		11/21/2013	Historic Resources and Genera	2,218.50	2,218.50
38875	12/2/2013	02678		11/30/2013	Nov 23 & 26, 2013 Mileage and	37.83	37.83
) total for FIRST NATIONAL BANK OF DALY CITY:							39,434.18

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38876	12/9/2013	00004	000004865082	11/13/2013	C602221371777 10/13-11/12/13	2,474.54	2,706.35
			000004866829	11/20/2013	2312714310437 10/20/13-11/13	231.81	908.56
38877	12/9/2013	00013	Nov 2013	11/30/2013	TIRE SERVICE	908.56	29.70
38878	12/9/2013	00038	BROADMOOR LUMBER & PLY28388	11/20/2013	Fir Stake 1"x2"x36" 1.00/Bundl	29.70	66.99
38879	12/9/2013	00051	CALIFORNIA WATER SERVICE487954444	12/2/2013	4879544444 SSF Construction	66.99	30.45
			5793906861	12/5/2013	5793906861 1199 El Camino R	30.45	5,775.56
38880	12/9/2013	00140	FIRST NAT BANK OF NO CA	11/20/2013	CREDIT CARD CHARGE	5,775.56	4,705.22
			11/20/13 Ramos	11/20/2013	CREDIT CARD CHARGE	4,705.22	2,383.88
			11/20/13 Stratton	11/20/2013	CREDIT CARD CHARGE	2,383.88	1,874.00
			11/20/13 Guerra	11/20/2013	CREDIT CARD CHARGE	1,874.00	617.75
			11/20/13 Gogan	11/20/2013	CREDIT CARD CHARGE	617.75	317.48
			11/20/13 Pfoent	11/20/2013	CREDIT CARD CHARGE	317.48	283.58
			11/20/13 Burns	11/20/2013	CREDIT CARD CHARGE	283.58	25.82
			11/20/13 Jordan	11/20/2013	CREDIT CARD CHARGE	25.82	1,206.00
38881	12/9/2013	00181	19186	12/1/2013	Dec 2013 Labor Relations Cons	1,206.00	171.18
38882	12/9/2013	00214	24699	12/3/2013	CREDIT CARD CHARGE	171.18	9,575.62
38883	12/9/2013	00352	Nov 2013	11/30/2013	CAR REPAIR	9,575.62	4,301.67
38884	12/9/2013	00364	CL03840	11/30/2013	LAB FEES	4,301.67	100.00
38885	12/9/2013	00388	1239993-IN	12/1/2013	427 F ST. MONTHLY MONITO	100.00	3,300.86
38886	12/9/2013	00449	BANK OF AMERICA	11/24/2013	CREDIT CARD CHARGE	3,300.86	1,267.00
38887	12/9/2013	00500	SMC CONTROLLERS OFFICE FY 21013-2014 I	12/16/2007	FY 2013-2014 LAFCO	1,267.00	712.20
38888	12/9/2013	00500	SMC CONTROLLERS OFFICE Nov 2013	12/4/2013	Nov 2013 Allocation of Parking	712.20	338.76
38889	12/9/2013	00623	ARAMARK UNIFORM SERVICE Oct 29-Nov 20, 2	11/22/2013	UNIFORM SERVICE	338.76	1,627.50
38890	12/9/2013	00649	DAVEY TREE EXPERT COMP/907409949	11/20/2013	Clark @ F St. Root Prune and I	1,627.50	376.58
38891	12/9/2013	00830	STAPLES BUSINESS ADVANT 8027822716	11/23/2013	Memo Books, Index Cards, Tra	376.58	20.12
38892	12/9/2013	00937	GUERRA, JOAN	12/2/2013	Nov 4-27, 2013 Mileage Reimbi	20.12	4,545.00
38893	12/9/2013	01030	STEPFORD, INC.	11/20/2013	MONTHLY SERVICE CONTRA	4,545.00	259.95
			1302308	11/20/2013	MONTHLY SERVICE CONTRA	259.95	259.95
			1302309	11/20/2013	MONTHLY SERVICE CONTRA	259.95	259.95
			1302310	11/20/2013	MONTHLY SERVICE CONTRA	259.95	118.00
			1302311	11/20/2013	MONTHLY SERVICE CONTRA	259.95	21,960.59
38894	12/9/2013	01036	MANAGED HEALTH NETWORK/3200053072	11/16/2013	EMPLOYEE ASSISTANCE PRI	118.00	298.55
38895	12/9/2013	01037	COMCAST CABLE	11/26/2013	COMCAST CABLE TV	21,960.59	298.55
38896	12/9/2013	01308	EEL RIVER FUELS, INC.	11/30/2013	PW GAS PURCHASES	298.55	1,537.48
38897	12/9/2013	01413	GLOBALSTAR USA	11/16/2013	EMERGENCY SATELLITE PHC	1,537.48	

Financial Check List
Town of Colma

apChkLst
12/09/2013 11:17:28AM

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38898	12/9/2013	01420	HERNANDEZ, ALEJANDRO	12/2/2013	12/02/13 Deposit Refund	50.00	50.00
38899	12/9/2013	01445	VIZ, ZENAIDA	12/2/2013	12/02/13 Deposit Refund	300.00	300.00
38900	12/9/2013	01514	ACTION SPORTS	11/19/2013	36 Royal Full Zip Hooded Swea	1,081.40	1,081.40
38901	12/9/2013	01629	R. J. RICCIARDI INC	11/30/2013	Nov 2013 Billing for FY 2013 Tc	5,500.00	5,500.00
38902	12/9/2013	01685	STADTLER LANDSCAPING	12/6/2013	PLANT MAINTENANCE	240.00	
				12/6/2013	PLANT MAINTENANCE	120.00	360.00
38903	12/9/2013	01840	HOSS, GARY B.	11/25/13	Polygra	250.00	250.00
38904	12/9/2013	01919	COLLICUTT ENERGY SERVICE	11/27/2013	Trouble Shoot Power Not Comi	409.00	409.00
38905	12/9/2013	01995	CELESTE, MIKE L.	12/1/2013	Nov 1-29, 2013 Police Officer	2,200.00	2,200.00
38906	12/9/2013	02082	VINCE'S OFFICE SUPPLY, INC	12/2/2013	OFFICE SUPPLIES	707.95	
				Nov 2013 #2109	OFFICE SUPPLIES	264.79	972.74
38907	12/9/2013	02182	DALY CITY KUMON CENTER	12/9/2013	TUTORING	3,230.00	3,230.00
38908	12/9/2013	02216	RAMOS OIL CO. INC.	11/20/2013	PD GASOLINE PURCHASES	1,282.22	
				11/30/2013	PD GASOLINE PURCHASES	1,087.93	
				11/10/2013	PD GASOLINE PURCHASES	967.52	3,337.67
38909	12/9/2013	02295	COPWARE, INC.	12/2/2013	CA Peace Officers Legal Sourc	400.00	400.00
38910	12/9/2013	02499	GE CAPITAL INFORMATION T	11/22/2013	COPY MACHINE RENTAL	866.56	
				11/25/2013	COPY MACHINE RENTAL	492.68	1,359.24
38911	12/9/2013	02510	REGIONAL GOVERNMENT SE3767	11/30/2013	CONTRACT C. FRANCIS	500.00	500.00
38912	12/9/2013	02521	VAVRINEK, TRINE, DAY & CO.	10/31/2013	Oct 2013 Payroll & Accounting :	6,830.00	6,830.00
38913	12/9/2013	02638	MURPHY, MARY	12/2/2013	12/02/13 Deposit Refund	171.96	
				12/2/2013	12/02/13 Deposit Refund	128.04	300.00
38914	12/9/2013	02670	RALPH ANDERSEN & ASSOCI.	11/21/2013	Installment 2, 3 & 4 City Manag	11,750.00	11,750.00

total for FIRST NATIONAL BANK OF DALY CITY: 110,792.35

39 checks in this report.

Grand Total All Checks:

110,792.35

Final Check List
Town of Colma

apChkLst
12/11/2013 9:53:19AM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38915	12/13/2013	00068	121313 B	12/13/2013	COLMA PEACE OFFICERS: P;	574.76	574.76
38916	12/13/2013	00631	121313 b	12/13/2013	ID 100000014053626~	48,748.45	48,748.45
38917	12/13/2013	01340	121313 b	12/13/2013	FLEX-PLAN SERVICES, INC FLEX 125 PLAN: Payment	429.20	429.20
38918	12/13/2013	01360	121313 B	12/13/2013	ICMA CONTRIBUTION: Payme	2,821.00	3,471.00
			121313 M	12/13/2013	ICMA CONTRIBUTION: Payme	650.00	
38919	12/13/2013	01375	121313 bi	12/13/2013	NATIONWIDE RETIREMENT: Payment	5,300.00	5,950.00
			121313 M	12/13/2013	Nationwide: Payment	650.00	
38920	12/13/2013	02377	121313 B	12/13/2013	WAGE GARNISHMENT: Paym	600.00	600.00
92963	12/13/2013	00130	121313 B	12/13/2013	CALIFORNIA STATE TAX: Pay	7,502.60	7,502.60
92964	12/13/2013	00521	121313 B	12/13/2013	FEDERAL TAX: Payment	33,779.63	33,779.63
92967	12/13/2013	00521	121313 M	12/13/2013	FEDERAL TAX: Payment	924.10	924.10
92968	12/13/2013	00130	121313 M	12/13/2013	CALIFORNIA STATE TAX: Pay	13.95	13.95
) total for FIRST NATIONAL BANK OF DALY CITY:						101,993.69	

10 checks in this report.

Grand Total All Checks:

101,993.69

Final Check List
Town of Colma

apChkLst
12/18/2013 9:25:13AM

Bank: first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38921	12/18/2013	00002	12/01/2013	12/1/2013	PHONE BILLS	92.50	92.50
38922	12/18/2013	00003	849	12/9/2013	50 KX2000 Lamps for Wall Sco	747.65	747.65
38923	12/18/2013	00004	000004912492	12/1/2013	4 Voice Mail Ports Nov 2013	799.52	799.52
38924	12/18/2013	00020	ASSOCIATED SERVICES INC Nov 2013	11/30/2013	SUPPLIES	644.70	644.70
38925	12/18/2013	00051	CALIFORNIA WATER SERVICE 12/04/2013	12/4/2013	WATER BILL	5,032.92	5,032.92
38926	12/18/2013	00057	CINTAS FIRST AID & SAFETY Nov 2013	11/30/2013	CLEANING SERVICE	979.66	979.66
38927	12/18/2013	00093	CITY OF SOUTH SAN FRANCISCO:515369	12/10/2013	DISPATCH SERVICES	8,226.98	8,226.98
38928	12/18/2013	00112	DEPARTMENT OF JUSTICE 005464	12/4/2013	FINGERPRINT APPLICATION	1,703.00	1,703.00
			007251	12/4/2013	FINGERPRINT APPLICATION	64.00	1,767.00
38929	12/18/2013	00174	HOME DEPOT CREDIT SERVICE 11/29/2013	11/29/2013	Nov 4-27, 2013 PW Purchases	1,889.80	1,889.80
38930	12/18/2013	00211	KELLY-MOORE PAINTS Nov 2013	11/30/2013	PAINT AND SUPPLIES	74.14	74.14
38931	12/18/2013	00214	KSM PRINTING 24702	12/9/2013	1000 Sets 3pt. NCR Receipts #	454.58	454.58
			24707	12/9/2013	300 Incident Cards	38.15	492.73
38932	12/18/2013	00222	LEAGUE OF CA CITIES 136776	12/6/2013	Calendar Year 2014 Membersh	966.90	966.90
38933	12/18/2013	00307	PACIFIC GAS & ELECTRIC 051218543-4	12/4/2013	PG&E	2,299.63	2,299.63
			3007220528-6	12/4/2013	3007220528-6 1199 El Camino	2,214.55	2,214.55
			0576889222-5	12/4/2013	0576889222-5 1180 El Camino	351.45	351.45
			6991706865-7	12/3/2013	6991706865-7 1190 El Camino	275.47	275.47
			0035222590-8	12/4/2013	0035222590-8 1180 El Camino	27.58	27.58
38934	12/18/2013	00311	PITNEY BOWES INC. 2838522-DC13	12/13/2013	#2838522 POSTAGE & FOLDII	1,599.00	1,599.00
38935	12/18/2013	00411	TURBO DATA SYSTEMS 20915	11/30/2013	CITATION PROCESSING	183.88	183.88
38936	12/18/2013	00412	TELECOMMUNICATIONS ENG42822	12/10/2013	Facilities Mgmt & Maintenance	1,328.00	1,328.00
38937	12/18/2013	00414	TERMINEX INTERNATIONAL L330355500	12/1/2013	PEST CONTROL	388.00	388.00
38938	12/18/2013	00421	U.S. POSTAL SERVICE Bulk Mailing Pos	12/10/2013	Bulk Mailing Postage #1433	2,000.00	2,000.00
38939	12/18/2013	00454	ANNUZZI'S CONCRETE SERVICE 12418	12/4/2013	300 Sq. Ft. Concrete Sidewalk	2,925.00	2,925.00
38940	12/18/2013	00534	SMC INFORMATION SERVICE 1YCL11311	12/11/2013	MICRO CHANNEL & LINES	1,342.42	1,342.42
38941	12/18/2013	00563	PETTY CASH Petty Cash Reim	12/11/2013	PETTY CASH REIMBURSEME	64.96	64.96
38942	12/18/2013	00779	CASTRO, ESTHER 83974	12/10/2013	12/10/13 Deposit Refund 12/08,	300.00	300.00
38943	12/18/2013	00830	STAPLES BUSINESS ADVANT.8027984935	12/7/2013	8.5 x 11 Paper and Desk Pads	442.03	442.03
38944	12/18/2013	00851	COLMA FIRE DISTRICT SOCIAL 12/14/13 Council	12/17/2013	12/14/13 Council of Cities Dinn	520.00	520.00
38945	12/18/2013	01066	SAN MATEO REGIONAL NETV20960	12/10/2013	INTERNET ACCESS SERVICE	435.00	435.00
38946	12/18/2013	01079	TOSCANO, MARIA 83966	12/9/2013	12/09/13 Deposit Refund 12/08,	50.00	50.00
38947	12/18/2013	01183	BEST BEST & KRIEGER LLP 715398	12/3/2013	CITY ATTORNEY SERVICES	30,217.30	30,217.30
38948	12/18/2013	01340	FLEX-PLAN SERVICES, INC 229239	11/30/2013	SECTION 125 PARTICIPANT F	55.00	55.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38949	12/18/2013	01367	Nov 2013	12/17/2013	DANCE CLASSES	605.00	605.00
38950	12/18/2013	01414		11/1/2014	VERANO OWNERS ASSOCIA	265.00	265.00
38951	12/18/2013	01461	11/25 & 12/5 Rei	12/9/2013	12/05/13 COSTCO PURCHASE	269.65	269.65
38952	12/18/2013	01480	9983	12/1/2013	Jan - Dec 2014 Law Enforceme	2,450.00	2,450.00
38953	12/18/2013	01540		11/28/2013	Installation of 10' x 12' Porvene	7,001.00	7,001.00
38954	12/18/2013	01569		12/3/2013	TRAP SERVICE CHARGE	79.71	79.71
38955	12/18/2013	01687		12/5/2013	STANDARD AND REGULAR S	112.21	112.21
38956	12/18/2013	01706		12/9/2013	12/09/13 Deposit Refund 12/07.	50.00	50.00
38957	12/18/2013	01723		10/25/2013	Feb 1, 2014 - Jan 31, 2015 Cla	3,521.50	3,521.50
38958	12/18/2013	01863		12/16/2013	12/16/13 Work Boot Reimburse	130.00	130.00
38959	12/18/2013	01972		11/25/2013	Repair Broken Pipe on D, C, &	431.66	431.66
38960	12/18/2013	01976		12/16/2013	12/16/13 Deposit Refund 12/15,	150.00	150.00
38961	12/18/2013	02078		11/30/2013	DOCUMENT DESTRUCTION	44.16	44.16
38962	12/18/2013	02123		11/30/2013	Jan 1 - Dec 31, 2014 Financials	18,065.94	18,065.94
38963	12/18/2013	02172		12/16/2013	12/16/13 Deposit Refund 12/14,	50.00	50.00
38964	12/18/2013	02198		12/13/2013	Recreation Guide Jan - April 20	762.54	762.54
38965	12/18/2013	02251		10/31/2013	STORAGE, WORKORDERS, N	69.47	69.47
38966	12/18/2013	02303		12/16/2013	12/16/13 Deposit Refund 12/14,	300.00	300.00
38967	12/18/2013	02499		12/5/2013	COPY MACHINE RENTAL	1,536.90	1,536.90
) total for FIRST NATIONAL BANK OF DALY CITY:							104,628.51

47 checks in this report.

Grand Total All Checks:

104,628.51

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38968	12/18/2013	01308	EEL RIVER FUELS, INC,	12/15/2013	PW GAS PURCHASES	215.06	215.06
38969	12/18/2013	02542	KEYSTONE (US) MANAGEMEN	12/7/2013	Jan 1-Mar 31, 2014 Fire System	343.11	343.11
) total for FIRST NATIONAL BANK OF DALY CITY:							558.17

2 checks in this report.

Grand Total All Checks:

558.17

Final Check List
Town of Colma

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38970	12/23/2013	00282	CALIFORNIA PUBLIC EMPLOY1274	12/17/2013	HEALTH INSURANCE	87,960.98	87,960.98
38971	12/23/2013	00682	KENDRICK, MONIQUE	Dec 9-11 Meal & 12/17/2013	Dec 9-11, 2013 Meals & Mileag	35.32	35.32
38972	12/23/2013	00830	STAPLES BUSINESS ADVANT.8028064062	12/14/2013	Double Stuff File Folder, Bookle	415.44	415.44
38973	12/23/2013	00937	GUERRA, JOAN	Dec 1-20, 2013	2013 Mileage Reimbi	9.38	9.38
38974	12/23/2013	01461	DOSSEY, BRIAN	Dec 10-17 Reiml	12/17/2013 REIMBURSE COSTCO PURCH	453.51	453.51
38975	12/23/2013	01923	SPRINT	363758810-073	12/18/2013 PD CONNECTION	580.88	580.88
38976	12/23/2013	02132	WOLLMAN, JASON	Dec 11-13, 2013	12/19/2013 Dec 11-13, 2013 Meals for CI S	36.50	66.50
38977	12/23/2013	02623	BLOEBAUM, CYNTHIA	Dec 17-18, 2013	12/19/2013 Dec 17-18, 2013 Meals for Cal	30.00	800.00
38978	12/23/2013	02676	DYETT & BHATIA, URBAN ANI13-484-02	Dec 2013	12/23/2013 COOKING CLASSES	800.00	11,785.00
				12/4/2013	Nov 2013 Urban Design and Gr	11,785.00	
					total for FIRST NATIONAL BANK OF DALY CITY:		102,107.01

9 checks in this report.

Grand Total All Checks:

102,107.01

Final Check List
Town of Colma

apChkLst
12/23/2013 12:48:49PM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38979	12/27/2013	00047	12272013 B	12/27/2013	CLEA: Payment	416.50	416.50
38980	12/27/2013	00068	12272013 B	12/27/2013	COLMA PEACE OFFICERS: P	613.45	613.45
38981	12/27/2013	00631	12272013 B	12/27/2013	PERS - POLICE - SAFETY: PA	34,532.61	
			12272013 B	12/27/2013	PERS MISC NON-TAX: PAYME	12,598.56	47,131.17
38982	12/27/2013	01340	12272013 B	12/27/2013	FLEX-PLAN SERVICES, INC	637.53	637.53
38983	12/27/2013	01360	12272013 B	12/27/2013	VANTAGE TRANSFER AGENT	2,821.00	2,821.00
38984	12/27/2013	01375	12272013 B	12/27/2013	NATIONWIDE RETIREMENT S	5,300.00	5,300.00
38985	12/27/2013	02224	12272013 B	12/27/2013	STANDARD INSURANCE COM	268.20	268.20
38986	12/27/2013	02377	12272013 B	12/27/2013	CALIFORNIA STATE DISBURS	600.00	600.00
92970	12/27/2013	00130	12272013 B	12/27/2013	EMPLOYMENT DEVELOPMEN	7,512.55	7,512.55
92971	12/27/2013	00521	12272013 B	12/27/2013	UNITED STATES TREASURY	34,209.11	34,209.11
) total for FIRST NATIONAL BANK OF DALY CITY:						99,509.51	99,509.51

10 checks in this report.

Grand Total All Checks:

99,509.51



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brian Dossey, Director of Recreation Services *BD*

VIA: William C. Norton, Interim City Manager *Wcn*

MEETING DATE: January 8, 2014

SUBJECT: Recreation Services Department Quarterly Review, October – December 2013

STAFF RECOMMENDATION

Staff recommends the City Council adopt:

A MOTION TO ACCEPT INFORMATIONAL REPORT ON RECREATION DEPARTMENT PROGRAMS, ACTIVITIES, EVENTS, AND TRIPS FOR THE FOURTH QUARTER OF 2013.

EXECUTIVE SUMMARY

In the fourth quarter of 2013, a total of 1,144 participants attended more than 53 programs. This represents an increase of 204 participants from the fourth quarter of 2012. Staff attributes the increase in participation to additional participation in the adult events, youth & teen enrichment programs, and community events.

Staff estimates that 34% of the population had a current Colma I.D. during the 4th quarter of 2013 suggesting that residents participated in multiple programs.

There were a total of 105 rentals, which is an increase of 43 rentals from the third quarter of 2013. Staff attributes the increase to Community Gatepath renting the conference room at the Community Center on a regular basis during October & November.

BACKGROUND

Participation

The Recreation Services Department offered programs, activities, events and trips for all age groups during the past quarter. Below is a summary of participation levels by demographic:

- A total of 58 Adults & Seniors participated in Enrichment Programs. This represents a decrease of 24 participants from the 4th quarter of 2012. Staff attributes the decrease to fewer participants in the fitness programs.
- A total of 195 Adults & Seniors participated in Trips & Events. This represents an increase of 30 participants from the 4th quarter of 2012. Staff attributes the increase to the Cirque du Soleil event.
- A total of 379 Youths & Teens participated in Enrichment Programs. This represents an increase of 92 participants from the 4th quarter of 2012. Staff attributes the increase to the popularity of the Kumon Reading Program.
- A total of 249 Youths & Teens participated in Events & Trips. This represents an increase of 9 participants from the 4th quarter of 2012.
- A total of 265 Youths, Adults and Seniors participated in Community Programs. This represents an increase of 99 participants from the 4th quarter of 2012. Staff attributes the increase to the addition of Colma Game Night.

The attachment contains a detailed breakdown of participation by program.

Rental Activity

There were a total of 105 rentals, which is an increase of 43 rentals from the third quarter of 2013. Staff attributes the increase to Community Gatepath renting the conference room at the Community Center on a regular basis during October & November.

The Colma Community Center was rented for 86 different events:

- Resident Rentals (28 social events, 2 fundraisers and 1 HOA meeting)
- Resident Non-profit group (2 meetings)
- Non-Resident Non-profit Groups (1 social event & 38 meetings)
- Non-resident (1 funeral)
- In House Reservations (13 meetings/trainings)

The Sterling Park Recreation Center was rented for 19 different events:

- Sterling Park Resident Rentals (19 social events)

ATTACHMENTS

- 2013 Recreation Services Department Quarterly Review – Participation Detail

**Recreation Services Department Quarterly Review
October - December 2013
Participation Detail**

Adult/Senior Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Abs & Core Strength	Cancelled	1	Existing
Ballet, Tap & Hip Hop	1	1	Existing
Basic Dog Obedience	Cancelled	1	Existing
Cooking Classes	19	3	Existing
Creekside Villas Activities	8	3	Existing
Discover Ukulele	Cancelled	1	Existing
Full Body Conditioning	Cancelled	1	Existing
First Aid & CPR	2	1	Existing
Golf	Cancelled	1	Existing
Hatha Yoga	16	1	Existing
Jewelry Design Wire & Chain	2	1	Existing
Jewelry Design	3	1	Existing
Jewelry Design Pearl Knotting	5	1	NEW
Scrapbooking	Cancelled	1	Existing
Zumba	2	1	Existing

Adult & Senior Trips & Events

Program	Registered	Sessions	New or Existing Program
Breakfast with Santa	48	1	Existing
Castello di Amorosa	Cancelled	1	NEW
Cirque du Soleil	41	1	NEW
Great Dickens Holiday Fair	25	1	Existing
San Francisco Bus Tour	15	1	NEW
Senior Holiday Lunch (includes staff)	42	1	Existing
Senior Lunch	24	1	Existing

Youth & Teen Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Alternative Camp for Teens	1	1	NEW
Ballet, Tap & Hip Hop	10	1	Existing
Broadway Musical Groups	Cancelled	1	Existing
Chess Wizards	7	1	NEW
Cooking	20	3	Existing
Discover Ukulele	Cancelled	1	Existing
Golf	2	2	Existing

Guitar	Cancelled	1	Existing
Keyboard	5	1	Existing
Kids' Club Afterschool Program	67	5	Existing
Kidz Love Soccer	8	1	Existing
Kumon Math Tutoring	62	3	Existing
Kumon Reading Tutoring	42	3	Existing
Parents' Night Out	7	1	Existing
Tae Kwon Do	56	3	Existing
Tot Gym & Jam	20	3	Existing
Violin Workshop	1	1	Existing
Winter Day Camp Early Morning Care	19	1	Existing
Winter Day Camp	37	1	Existing
Winter Day Camp Afternoon Care	15	1	Existing

Youth and Teen Events & Trips

Program	Registered	Sessions	New or Existing Program
Breakfast with Santa	59	1	Existing
Halloween Parade	55	1	Existing
Ice Cream Arts & Crafts	19	2	Existing
Pumpkin Carving Party	48	1	Existing
Rockin Jump	24	1	NEW
Teen Holiday Party	22	1	Existing
Teen Fright Night	22	1	Existing

Community Programs

Program	Registered	Sessions	New or Existing Program
Colma Game Night	45	1	Existing
Holiday Craft Night	72	1	Existing
Project Read Learning Wheels	65	1	Existing
Project Read Nutrition Program	42	1	Existing
Project Read Science Club	41	1	Existing

Note: Programs were cancelled due to insufficient participation.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: *JAB* Lori Burns, Human Resources Manager

VIA: William Norton, Interim City Manager *Wcn*

MEETING DATE: January 8, 2014

SUBJECT: Personnel Policy Revisions

RECOMMENDATION

Staff recommends that the City Council approve:

RESOLUTION AMENDING SUBCHAPTER 3.06 AND CERTAIN SECTIONS OF THE COLMA ADMINISTRATIVE CODE, RELATING TO FAMILY, MEDICAL, AND PREGNANCY DISABILITY LEAVES OF ABSENCES

EXECUTIVE SUMMARY

The proposed resolution would;

- (1) Revise the Sick Leave, Family Medical Leave and Pregnancy Disability Leave provisions to comply with changes in federal and state law;

Example: The resolution adds "grandchild, grandparent, sibling and parent-in-law" to the list of qualifying familial relationships to be consistent with new state law.

- (2) Clarify existing policies and procedures;

Example: The resolution affirms that Family and Medical Leave is unpaid leave and that the Town provides Family and Medical Leave at its discretion even though the Town does not meet the legally-mandated 50 threshold of employees at a single facility.

- (3) Revise policies to be consistent with Town practices;

Example: The resolution adds second and third tiers of CalPERS retirement plans as required by pension reform and deletes language exempting Council Members from making member pension contributions.

- (4) In fairness, changes certain Town practices: and

Example: The resolution provides that a newly-hired, eligible employee will receive a pro-rated number of floating holidays on January 1 following the date of his or her hire, instead of three floating holidays, regardless of the date of hire.

- (5) Makes other technical amendments to implement the foregoing changes.

Example: The resolution adds definitions of new terms.

FISCAL IMPACT

None.

BACKGROUND

Staff periodically reviews the Town's Personnel Policies to ensure compliance with state and federal mandates, to refine language and to reflect best practices. The last series of major revisions to the Personnel Policies occurred in April 2011.

In accordance with the Meyers-Milias-Brown Act, management met and conferred with representatives of the Peace Officers Association and the Police Communications - Records Association and afforded them, as well the unrepresented employees, an opportunity to review and provide input on the proposed revised policies. Staff met with the representatives of the bargaining units and answered all questions presented satisfactorily. Staff did not receive any comments from unrepresented employees and specifically reached out to those employees affected by the proposed floating holiday accounting change to provide a detailed explanation of the process.

ANALYSIS

The proposed resolution would add sections to or amend provisions to Chapter Three of the Colma Administrative Code, relating to Personnel Policies, as follows:

New Sections

- **3.01.100 Definitions**
Adds a new term "Paid Leave" that means all time away from work during which the Town pays the employee's wages through accrued sick leave, Compensatory Time Off and Personal Leave (management leave, vacation and floating holidays).
- **3.02.010 Hiring Process – General**

Adds a provision that allows special preference for veterans in the hiring process. Veterans will be required to participate in the competitive hiring process before consideration of appointment.

- **3.06.270 Service Member Family and Medical Leave**
Adds the changes in federal law to distinguish the requirements for exigency leave for active service members and reservists and National Guard members and extends the leave periods available to employees to care for an ill or injured service member to 26 weeks. Also, adds language that Service Member Family and Medical Leave does not disqualify an employee from taking additional Family and Medical in the same twelve month period.

Revisions that Change Town Practices

- **3.02.180 Outside Employment - Amended**
Deletes the requirement that employees report outside volunteer work to the Town. This requirement may have compelled employees to reveal private information to the Town relative to first amendment rights and protected characteristics.
- **3.06.430 Floating Holidays**
Changes how the Town grants newly-hired, eligible employees three floating holidays on each January 1 following date of hire to pro-rating up to three floating holidays based on hire date for the first year to the nearest quarter hour.

Technical/Clarifying Revisions

- **3.05.030 Medical and Hospital Insurance**
Restates the condition under which a Council Member may receive \$250 toward deferred compensation instead of Town paid medical insurance.
- **3.05.1500 Family and Medical Leave of Absences**
Affirms that the Town provides leave benefits that are more generous than legally required and offers Family and Medical Leave of Absences at its discretion as it does not meet the legal mandate of 50 or more employee threshold at a single facility.
- **3.06.170 Eligibility and Duration**
Restates and combines the eligibility requirements for Family and Medical Leaves and includes a provision that states that certain military-related leave does not preclude an employee from taking 12 additional weeks of Family and Medical Leave in the same 12 month period.
- **3.06.250 Compensation and Benefits**
Adds language that states that Family and Medical Leaves are unpaid except that the Town requires employees to use paid leave to continue salary and integrates

the use of paid leave with any state disability, paid family leave or workers' compensation payments.

Revisions Required to Comply with Changes in State and Federal Law

Division Five Pregnancy Disability Leave

Updates language to reflect current legal guidelines and creates a separate section for Pregnancy Disability Leave. This is a technical change mandated by law.

- **3.06.100 When Sick Leave May Be Used (effective July 1, 2014)**
Adds grandchild, grandparent, sibling, and parent-in-law to the list of qualifying familial relationships eligible for kincare to be consistent with state law.
- **3.06.160 Definitions for Family and Medical Leaves**
Update language to reflect current legal guidelines. This is a technical change mandated by law.
- **3.06.200 Intermittent Schedule**
States that intermittent Family and Medical Leave can be taken in fifteen minute increments.

Revisions to Be Consistent with Town Practices

- **3.05.130 Retirement Plan**
Adds CalPERS retirement plans (1) second tier - 3% @ 55 for public safety and 2% @ 60 for miscellaneous and (2) third tier - 2.7% @ 57 for public safety and 2% @ 62 for miscellaneous.

Deletes language exempting Council Members from paying member pension contributions. Council Members have paid member pension contributions since July 2011.

- **3.05.135 Disability Retirement**
Codifies the City Council's previously delegated authority to the City Manager to make determinations regarding public safety members' industrial disability retirements only.

- **3.05.140 Social Security**

Deletes language that states that the Town pays the member contribution to Social Security for Council Members. Council Members have paid member contributions to Social Security since July 2011.

- **3.06.020 Exhaustion of Paid Leave**

Requires that an employee who is absent from work use any and all accrued paid leave to the extent allowed by state and federal law. The Town does not allow leaves of absences without pay, in most cases.

Council Adopted Values

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

- Fairness: Consistent treatment of all employees with similar issues, regardless of representation;
- Responsibility: Continually and thoughtfully addresses the Town's commitment to providing excellent total compensation to eligible employees and retirees taking into account the long-term financial needs of the agency, especially its financial stability; and

Honesty and Integrity: Establishes personnel policies that reflect current Town practices, comply with state and federal laws and are fiscally feasible.

Alternatives

The alternative is to ask the City Manager to segregate the proposed changes that are required to be made to comply with federal and state laws from the proposed changes that are optional, and return with a proposal to adopt only the mandated changes, leaving the optional changes for consideration at a later time.

CONCLUSION

Staff recommends adopting the attached resolution.

ATTACHMENTS

- Resolution

RESOLUTION NO. 2014-##
Of the City Council of the Town of Colma

**RESOLUTION AMENDING SUBCHAPTER 3.06 AND CERTAIN SECTIONS OF THE
COLMA ADMINISTRATIVE CODE, RELATING TO FAMILY, MEDICAL, AND PREGNANCY
DISABILITY LEAVES OF ABSENCES**

The City Council of the Town of Colma hereby resolves: ¹

ARTICLE 1. FINDINGS

The City Council finds that:

- (a) Staff periodically reviews the Town's Personnel Policies to ensure compliance with state and federal mandates, to refine language and to reflect best practices. The last series of major revisions to the Personnel Policies occurred in April 2011.
- (b) The amendments set forth herein are either necessary to comply with changes in state and federal law such as Family Medical Leave Act and the Affordable Care Act or appropriate to reflect changes in current Town practices.
- (c) In accordance with the Meyers-Milias-Brown Act, management notified and offered to the representatives of the Peace Officers Association and the Police Communications - Records Association and afforded them, as well the unrepresented employees, an opportunity to review and provide input on the proposed revised policies. Staff met with the representatives of the bargaining units and answered all questions presented satisfactorily. Staff did not receive any comments from unrepresented.
-

ARTICLE 2. RESOLUTION 98-77 REPEALED.

Resolution 98-77 is hereby repealed.

ARTICLE 3. CAC SECTION 3.01.100 AMENDED

Section 3.01.100 of the Colma Administrative Code is amended by adding thereto the following term and its definition, which shall be inserted in section 3.01.100 alphabetical order:

Paid Leave means time absent from work during which the Town pays the employee's wages, including sick leave, Compensatory Time Off and Personal Leave (management and vacation

¹ Substantive changes to the existing policies and regulations have been identified as follows: New text has been underlined; revised text has been underlined, without showing the prior wording; and deleted text is shown with a strike-through line. Non-substantive changes, such as grammar, formatting, re-numbering, or moving text are not identified. All markings will be removed from the final version that is adopted by the City Council.

leave and floating holidays).

ARTICLE 4. CAC SECTION 3.02.010 AMENDED

3.02.010 Hiring Process – General

- (a) The City Manager may not hire any employee, except a temporary employee, without going through the Hiring Process.
 - (b) The City Manager will administer and coordinate the Hiring Process for all position vacancies. The City Manager is responsible for compliance with contractual, legal and equal employment opportunity requirements.
 - (c) Special preference may be extended to veterans in the Hiring Process, e.g., veteran status may be a factor in selecting which applicants may be identified to participate in the Hiring Process.
-

ARTICLE 5. CAC SECTION 3.02.180 AMENDED

Section 3.02.180 of the Colma Administrative Code is amended to state as follows:

3.02.180 Outside Employment

- (a) An employee may not carry on, concurrently with their public employment, any other employment, business or activity, including outside volunteer work, which conflicts or interferes with his or her Town employment.
- (b) An employee may not perform any function related to outside employment or activities during Town working hours.
- (c) Prior to commencing or changing outside employment or business, a regular, probationary, casual or temporary employee must report to the City Manager the name of firm, nature of employment, business or undertaking, hours of work, and address where the work will be performed.

[Reference: Gov't Code § 1126]

ARTICLE 6. CAC SECTION 3.05.030 AMENDED

Paragraph (d) of section 3.05.030 of the Colma Administrative Code is amended to state as follows:

3.05.030 Medical and Hospital Insurance

- (a) A Council Member who provides the Town with proof of other medical and hospital insurance may elect to have \$250 per month contributed toward deferred compensation in lieu of medical and hospital insurance.

(b) A Council Member shall be required to enroll in a medical and hospital insurance plan provided under PEMHCA. However, this requirement shall not apply to a Council Member who the Town determines is covered through other medical and hospital insurance. In such instance, the Town shall contribute \$250 per month toward deferred compensation to the Council Member.

[Reference: Gov't Code §§ 22750-22755, 22800-22826]

ARTICLE 7. CAC SECTION 3.05.130 AMENDED

Section 3.05.130 of the Colma Administrative Code is amended to state as follows:

3.05.130 Retirement Plan

(a) Retirement benefits are provided to eligible employees under the California Public Employees Retirement Law.

(1) A local safety member of CalPERS is provided retirement benefits under the modified 3% @ 50 plan, 3% at 55 plan, or 2.7% at 57 plan, depending on eligibility; or

(2) A local miscellaneous member of CalPERS is provided retirement benefits under the modified 2.5% @ 55 plan, 2% at 60 plan, or 2% at 62 plan, depending on eligibility.

(b) The Town shall contribute for each eligible employee and Council Member, the amount of the employer's contribution required by CalPERS. Each eligible employee shall contribute, by payroll deduction, the amount of the employee contribution required by CalPERS.

~~(1) — Notwithstanding the foregoing, the Town shall contribute for each eligible Council Member the contributions required of the employer and the Member.~~

(1) Employer and member contributions to the plan are mandatory.

(2) Member contributions are paid pre-tax as prescribed by Internal Revenue Code section 414(h)(2).

(c) CalPERS administers the retirement plan and governs the distribution of funds upon member separation or retirement, as prescribed by law.

ARTICLE 8. CAC SECTION 3.05.135 AMENDED

Section 3.05.135 of the Colma Administrative Code is amended to state as follows:

3.05.135 Disability Retirement

(a) The City Council finds that the Town of Colma (hereinafter referred to as Town) is a contracting agency of the Public Employees' Retirement System; the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for

purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such Law; and the City Council has determined that it may designate authority under Section 21173 of the Government Code to make such determinations to the incumbent of the office of City Manager.

~~(b) — The City Manager makes determinations on behalf of the Town, of disability of all employees except the City Manager and whether the disability is industrial and certifies such determinations and all other necessary information to the Public Employees' Retirement System.~~

(b) — The City Council delegates to the incumbent of the office of City Manager authority to make determinations under Section 21152(c), Government Code, on behalf of the Town, of disability of all local safety member employees except for the city manager and whether such disability is industrial and to certify such determinations and all other necessary information to the Public Employees' Retirement System.

[References: CAL. GOV'T CODE §§ 21151, 21154, 21157]

[History: Adopted by Res. 98-77, December 9, 1998; amended by Res 2014-##

ARTICLE 9. CAC SECTION 3.05.140 AMENDED

Section 3.05.140 of the Colma Administrative Code is amended to state as follows:

3.05.140 Social Security

(a) All employees and elected officials are included as participants in the Social Security system (FICA) and Medicare.

(b) Financing of the program is accomplished by contributions paid by each employee or elected official and the Town according to federal guidelines, except that the Town pays both the employer and member contributions for council members.

ARTICLE 10. SECTION 3.06.020 AMENDED

Section 3.06.020 of the Colma Administrative Code is amended to state as follows:

3.06.020 Exhaustion of Paid Leave

An employee who is absent from work may be required to use his or her accrued and available sick leave, Personal Leave and Compensatory Time Off paid leave to the extent allowed by law and these policies.

ARTICLE 11. CAC SECTION 3.06.100 AMENDED

Effective July 1, 2014, section 3.06.100 of the Colma Administrative Code is amended to state as follows:

3.06.100 When Sick Leave May Be Used (Effective July 1, 2014)

(a) An eligible employee may use his or her sick leave for any of the following reasons:

- (1) An illness or injury which makes the employee unable to fully perform the essential functions of his or her job duties;
- (2) For an appointment with a health care provider or for a medical procedure, provided that if the appointment or procedure is foreseeable, the employee must have made a reasonable effort to schedule it during non-work hours and so as not to unduly disrupt the Town's operations;
- (3) To care for a newborn child or a newly placed child; or
- (4) To care for a child, grandchild, parent, parent-in-law, grandparent, sibling, spouse or Registered Domestic Partner who is ill.

(b) Notwithstanding the foregoing, the maximum amount of sick leave which an employee may use to care for a spouse, child, grandchild, parent, parent-in-law, grandparent, sibling or Registered Domestic Partner shall be six months' worth of his or her accrued and available sick leave in a calendar year.

(c) For purposes of this section:

A "child" is a biological, foster or adopted child, a stepchild, a legal ward, a child of a Registered Domestic Partner, or a child of a person standing in the place of a parent; and

A "parent" is a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

[Reference: Labor Code § 233]

ARTICLE 12. REPEALED AND RE-NUMBERED DIVISIONS AND SECTIONS

(a) Sections 3.06.150, 3.06.160 and 3.06.200 of Subchapter 3.06 of Chapter Three of the Colma Administrative Code are repealed, to be replaced as provided elsewhere in this ordinance.

(b) Division 4 of Subchapter 3.06 shall be split into Divisions 4 and 5, and other divisions shall be re-named or re-titled as shown:

<i>Current Number</i>	<i>New Number</i>	<i>Title</i>
4	4	Family and Medical Leave
4	5	Pregnancy Disability Leave
5	6	Personal Leaves

6	7	Leaves for Public Duties
7	8	Other Leaves

(c) The following sections of the Colma Administrative Code are re-numbered as shown:

<i>Current Number</i>	<i>New Number</i>	<i>Title</i>
3.06.170	3.06.400	Eligibility for Vacation Leave
3.06.180	3.06.410	Administering Vacation Leave
3.06.190	3.06.420	Management Leave
3.06.200	3.06.430	Floating Holidays
3.06.210	3.06.440	Election Officer Leave
3.06.220	3.06.450	Jury Duty Leave
3.06.230	3.06.460	Leave to Attend Court as a Witness
3.06.240	3.06.470	Leave Time for Voting
3.06.250	3.06.480	Bereavement Leave
3.06.260	3.06.490	Administrative Leave

ARTICLE 13. CAC SUBCHAPTER 3.06, DIVISION FOUR AMENDED.

Subchapter 3.06 of Chapter Three of the Colma Administrative Code is amended by repealing sections 3.06.150 and replacing it with Division Four, sections 2.06.150 through 3.06.280, as follows:

Division 4: Family and Medical Leaves

3.06.150 Family and Medical Leaves of Absence [formerly 3.06.150(a)]

(a) Family and Medical Leave. The Town provides Family and Medical Leave that are more generous than, and are consistent with, state (the California Family Rights Act – "CFRA") and federal (the Family Medical Leave Act – "FMLA") leave laws.

(b) Policy. The Town, in its discretion, provides Family and Medical Leave as set forth in this Division, even though there may be fewer than 50 employees at a facility, which is the threshold for providing Family and Medical Leave under law. This provision may be repealed in the discretion of the City Council.

Statement of Policy. To the extent not already provided for under current leave policies and provisions, eligible employees will receive family, medical and qualifying exigency leave as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the implementing regulations for the California Family Rights Act (CFRA). Unless otherwise provided by this Division, "leave" under this policy shall mean leave pursuant to FMLA and CFRA, as FMLA and CFRA leave shall run concurrently when permitted by law.

[*History:* formerly § 3.06.150]

3.06.160 **Definitions for this Division** [formerly 3.06.150(b)]

The following words and phrases shall mean as prescribed:

"12-month period" means a rolling 12-month period measured backward from the date the leave is taken and continuous with each additional leave day taken; a "single 12-month period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered military service member and ends 12 months after that date.

"Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child as well as a child for whom the employee has stood in loco parentis (in place of parents).

"Covered active duty" means:

- (a) In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or
- (b) In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

"Covered military service" member means:

- (a) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness; or
- (b) A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

"Domestic Partner," as defined by Family Code §§297 and 299.2, shall have the same meaning as "Spouse" for purposes of CFRA Leave.

"Health care provider" means:

- (a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- (b) Individuals duly licensed as a physician, surgeon or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
- (c) Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- (d) Nurse practitioners and nurse mid-wives, clinical social workers and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined by California State law;
- (e) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston Massachusetts; and
- (f) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

"Leave" means leave pursuant to FMLA and CFRA.

"Parent" means the biological, adoptive, step or foster parent of an employee or an individual who stands or stood in loco parentis (in place of parents) to an employee when the employee was a child. This term does not include parents-in-law.

"Next of Kin of a covered military service member" means the nearest blood relative other than the covered military service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the covered military service member by court decree or statutory provisions, siblings, grandparents, aunts and uncles and first cousins unless the covered military service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under FMLA.

"Outpatient status" means, with respect to a covered military service member, the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control if members of the Armed Forces are receiving medical care as outpatients.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves any of the following (except for certain injuries or illnesses incurred by a member of the Armed Forces as defined later in this section):

(a) Inpatient Care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity (i.e. inability to work or perform other regular daily activities due to the serious health condition, treatment involved or recovery there from); or

(b) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) A period of incapacity (i.e., inability to work or perform other regular daily activities) due to serious health condition of more than three full consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:

Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances are certified by a health care provider, a nurse or by a provider of health care services (e.g. a physical therapist) under orders of or on referral by a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity; or

Treatment by a health care provider on at least one occasion which must take place within seven days of the first day of incapacity and results in a regimen of continuing treatment under the supervision of the health care provider. This includes a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

(ii) Any period of incapacity due to pregnancy or for prenatal care. This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave (see section 3.06.300 *et seq.*, below).

(iii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which requires periodic visits (defined as at least twice a year) for treatment by a health care provider or by a nurse, continues over an extended period of time (including recurring episodes of a single underlying conditions), and may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave, even if the absence lasts only one day.

(iv) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or eligible family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

(v) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, whether for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

"Serious Injury or Illness," in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating. In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed Forces) and that manifested itself before or after the member became a veteran.

[History: formerly 3.06.150(b)]

3.06.170 Eligibility and Duration [formerly § 3.06.150(c)]

(a) To be eligible for Family and Medical Leave, an employee must have at least 12 months of service with the Town and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.

(b) Except as provided below with regard to certain types of military-related leave, employees may take up to a maximum of 12 workweeks of Family and Medical Leave within a 12-month period. The Town uses a "rolling" 12-month period to determine an employee's eligibility for leave. The 12-month period is measured backward from the date an employee uses any family leave.

[History: formerly 3.06.150(c)]

3.06.180 Permitted Reasons for Leave [formerly § 3.06.150(d)]

An employee eligible for family or medical leave under this Division may take a leave of absence for any of the following reasons:

- (a) The birth of a child of the employee and to care for a newborn;
- (b) The placement of a child with an employee in connection with the adoption or foster care of a child by the employee;
- (c) To care for a child, parent, spouse or Registered Domestic Partner who has a serious health condition, as defined by 29 C.F.R. 825.114;

(d) Due to the employee's own serious health condition that makes the employee unable to perform the essential functions of his or her position;

(e) "Qualifying exigency" arising out of the fact that an employee's spouse, child or parent is on covered active duty or called to active duty status (under FMLA only, not CFRA); or

(f) To care for a spouse, child, parent or "next of kin" who is a covered military service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active duty or existed before the beginning of the military service member's active duty and was aggravated in the line of duty while on active duty (under FMLA only, not CFRA). (This leave can run up to 26 weeks of unpaid leave during a single 12-month period.)

(g) For any reason set forth in the section entitled, "Service Member Family and Medical Leave".

[*History:* formerly 3.06.150(c)]

3.06.190 Procedure for Obtaining Medical and Family Leave [formerly § 3.06.150(e, f, and g)]

(a) *Advanced Notice.* Whenever possible, the employee must provide at least 30 days advance written notice of the employee's need to take a leave of absence under this Division for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or an eligible member of the employee's family). If an employee requests a leave of absence that is foreseeable because of a scheduled medical procedure, the employee must make a reasonable effort to schedule it so that it will not unduly disrupt Town operations, subject to the approval of the employee's health care provider. For events which are unforeseeable, the employee must notify the City Manager and his or her supervisor, at least verbally, as soon as the employee learns of the need for the leave.

(b) *Request for Leave.* Regardless of the nature of the leave of absence and in addition to the advanced notice, an employee must submit a written Request for Leave of Absence to the City Manager, with a copy to his or her supervisor, as soon as possible. The employee must also submit written certification from the patient's health care provider, or another qualified person approved by the City Manager, containing the following information:

(i) The date on which the qualifying condition began or will begin;

(ii) The probable duration of the qualifying condition; and

(iii) In situations where the leave is due to the employee's own condition, a statement that, due to the employee's serious health condition, the employee is (or will be) unable to perform the essential functions of the employee's position; or

(iv) In situations where the leave is needed to care for the serious health condition of a family member, the date of commencement of the serious health condition, the probable duration of the condition, an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent,

or spouse, and confirmation that the serious health condition warrants the participation of the employee.

(c) *Recertification.* In all cases, recertification may be required if the employee requests an extension beyond the original certification.

(d) *Qualifying Exigency Leave.*

(i) The first time an employee requests qualifying exigency leave, the employee must provide a copy of the covered military service member's active duty orders or other documentation issued by the military which indicates that the covered military service member is on covered active duty or call to active duty status in a foreign country and the dates of the covered military service member's active duty service.

(ii) An employee must provide a copy of new active duty orders or similar documentation if the need qualifying exigency leave arises out of a different active duty or call to active duty status of the same or different covered military member.

(e) *Incomplete Medical Certification.* If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. If an employee fails to provide a medical certification within the timeframe established by this policy, the Town may delay the taking of FMLA/CFRA leave until the required certification is provided.

(f) *Second Opinion.* If the Town has reason to doubt the validity of a certification of the employee's own medical condition, the Town may require a medical opinion of a second health care provider chosen and paid for by the Town. The health care provider designated by the Town will not be the one who is employed on a regular basis by the Town. If the second opinion is different from the first, the Town may require the opinion of a third provider jointly approved by the Town and the employee, but paid for by the Town. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

[History: formerly § 3.06.150(e, f, and g)]

3.06.200 Intermittent Schedule [formerly § 3.06.150(h)]

(a) Family or medical leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee's family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is fifteen (15) minutes.

(b) If an employee requests intermittent leave or leave on a reduced-time leave schedule, the employee also must provide certification of the medical necessity for either kind of leave, its expected duration, and, if applicable, the date on which the patient's medical treatment is to be given and the duration of the treatment. If an appropriate medical certification is provided, an employee may take medical leave on an intermittent basis or use a reduced-time schedule, that is, work fewer hours per day or per week than the employee's usual schedule requires.

[History: formerly § 3.06.150(h)]

3.06.210 Additional Time [formerly § 3.06.150(i)]

If the employee needs additional family or medical leave after the time stated in the employee's original certification, the employee must submit re-certification containing the information outlined above.

[History: formerly § 3.06.150(i)]

3.06.230 Periodic Reports [formerly § 3.06.150(j)]

If an employee is granted a family or medical leave of absence, he or she may be required to provide periodic status reports, as requested by the Town, which certify the patient's continuing serious health condition and expected date of return to work.

[History: formerly § 3.06.150(j); Amended by Res 2014-##]

3.06.240 Non-compliance [formerly § 3.06.150(k)]

Failure to comply with these rules is grounds for, and may result in, deferral or denial of the requested leave.

[History: formerly § 3.06.150(k)); Amended by Res 2014-##]

[History: formerly § 3.06.150(l); Amended by Res 2014-##]

3.06.250 Compensation and Benefits [formerly 3.06.150(l)]

(a) FMLA leave is unpaid leave, but during the leave period, the employee can or may be required to use other forms of paid leave as set forth below.

(b) If an employee is on Family and Medical Leave for his or her own serious health condition, the employee must use any accrued paid leave, to the extent allowed by other Town policies, during the unpaid portion of the leave (unless the employee is on leave that also qualifies as pregnancy disability leave, in which case the employee is required to use accrued sick leave and has the option of whether to use accrued vacation). For any period of time that the employee is eligible for and is receiving outside wage replacement benefits (e.g., short- or long-term disability benefits, SDI, and/or workers' compensation benefits), the Town will apply accrued paid leave as a supplement to the wage replacement benefit on a pro-rated basis to bring the employee to full compensation.

(c) If an employee is on Family and Medical Leave to care for a family member with a serious health condition, the employee is required to use accrued paid leave to the extent allowed by other Town policies. For any period of time that the employee is eligible for and is receiving outside wage replacement benefits (e.g., California paid family leave), the Town will apply accrued paid leave as a supplement to the wage replacement benefit on a pro-rated basis to bring the employee to full compensation.

(d) If an employee is on Family and Medical Leave to bond with a new baby, the employee

must use all accrued paid leave to the extent allowed by other Town policies. For any period of time that the employee is eligible for and is receiving outside wage replacement benefits (e.g., California paid family leave), the Town will apply accrued paid leave as a supplement to the wage replacement benefit on a pro-rated basis to bring the employee to full compensation.

(e) In any event, if all paid leave is exhausted, Family and Medical Leave will continue on an unpaid basis for the remainder (if any) of the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement. During any period of unpaid leave (i.e. when not using accrued paid leave), employees will not continue to accrue paid leave and will not be paid for holidays that occur during the unpaid leave.

(f) An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave.

(i) The Town will continue to make the same premium contribution as if the employee had continued working, and the employee is expected to continue to pay his or her share of the monthly premiums. The continued participation in health benefits begins on the date leave first begins. Employees are eligible for a maximum of 12-weeks of FMLA benefits continuation during any 12-month period.

(ii) If leave lasts longer than 12 weeks, then the employee will be placed on COBRA and can opt for continued coverage at his or her own expense. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the Town for any employee contributions paid by the Town while the employee was on unpaid leave.

[History: Adopted by Res 2014-##

3.06.260 Special Rules for Birth, Adoption or Foster Care Placement of a Child [formerly § 3.06.150(m)]

Leave may be taken for the birth, adoption, or foster placement of a child (i.e. "baby bonding" leave) within one year of the birth or placement of the child with the employee. The basic minimum duration of baby bonding leave is two weeks. An employee may take baby bonding leave for at least one day, but less than two weeks, on two occasions. In addition, employees whose spouses or co-parents are also employed by the Town are entitled to a combined total of 12 weeks of baby bonding leave.

(a) Employees who take a leave to care for a newborn child or a newly placed child, and whose spouses also are employed by the Town, are entitled to a combined total of 12 work weeks.

(b) Leave to care for a newborn or a newly placed child must be initiated within one year of the birth or placement as follows:

(i) The basic minimum duration of such leave is two weeks.

(ii) An employee is entitled to leave for one of these purposes for at least one day, but less than two weeks duration, on any two occasions.

[History: formerly § 3.06.150(m)]

3.06.270 Service Member Family and Medical Leave [New]

(a) Eligibility. Eligible employees are entitled to unpaid "service member Family and Medical Leave" in the following instances:

(i) Military-Related Leave. Eligible employees with a spouse, child, or parent on active duty or called to active duty in the National Guard or Reserves in support of a contingency operation may take up to the normal 12 weeks of leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee. This leave is available only to families of service members in the National Guard or Reserves – not to families of service members in the Regular Armed Forces.

(ii) Military Caregiver Leave. An eligible employee who is the spouse, son, daughter, parent, or next-of-kin of a covered service member (includes a current member of the Regular Armed Forces as well as the National Guard or Reserves) may take up to 26 weeks of leave within a twelve-month period to care for such a service member with a serious injury or illness incurred in the line of active duty. For purposes of this type of leave, the 12-month period begins on the first day the employee takes leave for this purpose and ends 12 months thereafter. This leave entitlement applies on a per-covered service member, per injury basis. Leave to care for an injured or ill service member – when combined with other FMLA-qualifying leave – may not exceed 26 weeks in a single 12-month period.

(b) Duration.

(i) For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.

(ii) To care for an ill or injured service member, an eligible employee is entitled to a combined total of 26 weeks of leave for any FMLA-qualifying reason during the single 12-month period that starts when the leave begins. During this 12-month period, an employee is entitled to no more than 12 weeks of leave for any qualifying reason other than caring for a service member.

(c) Other Military Leave Entitlements. The Town also complies with any applicable leave entitlements provided by any state or local law. Where allowed, military leave under this policy runs concurrently with these other leaves.

(d) Procedures. Except in the case of exigency leave for short-notice deployment, the employee shall follow the procedures set forth in section 3.06.190.

[History: Adopted by Res 2014-##

3.06.280 Return to Work and Reinstatement [formerly § 3.06.150(n, o, p and q)]

(a) *Right to Reinstatement.* Upon return from a Family and Medical Leave or a Service Member Family and Medical Leave, an employee will be reinstated to his or original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, an employee is not entitled to reinstatement if one of the following conditions exists:

- (i) The employee's job has ceased to exist for legitimate business reasons;
- (ii) The employee's job could not be kept open or filled by a temporary employee without substantially undermining the Town's ability to operate safely and efficiently;
- (iii) The employee has directly or indirectly indicated the employee's intention not to return to the employee's job;
- (iv) The employee is no longer able to perform the essential functions of the employee's job with or without reasonable accommodation; or
- (v) The employee is no longer qualified for the job.

(b) *Ability to Perform.* When the employee is ready to return to work from an authorized leave of absence under this Division, and where the leave was due to the employee's own condition, the employee must present certification from the employee's physician that the employee is able to safely perform all of the essential functions of the employee's position, or can do so with reasonable accommodation. The Town may require the employee to participate in a fitness-for-duty examination by a doctor selected by the Town before allowing the employee to return to work.

(c) *Placement in Similar Position.* If the Town cannot reinstate an eligible employee to the employee's position held before leave was taken, the Town will offer the employee a substantially similar position provided that:

- (i) A substantially similar position exists and is available;
- (ii) Filling the available position would not substantially undermine the Town's ability to operate safely and efficiently; and
- (iii) The employee is qualified for the position.

(d) *Key employee.* A key employee, as defined by 29 C.F.R. 825.217, may not be entitled to reinstatement.

[History: formerly § 3.06.150(n, o, p and q)]

[Reference: 29 C.F.R. 825.100 *et seq.*]

ARTICLE 14. CAC SUBCHAPTER 3.06, DIVISION FIVE AMENDED.

Subchapter 3.06 of Chapter Three of the Colma Administrative Code is amended by repealing sections 3.06.160 and replacing it with Division Five, sections 2.06.300 through 3.06.360, as follows:

Division Five: Pregnancy Disability Leave

3.06.300 Eligibility and Terms of Leave [formerly § 3.06.160(a)]

(a) Pursuant to the California Fair Employment and Housing Act (FEHA), a female employee is entitled to an unpaid pregnancy disability leave during the time that the employee is actually disabled on account of pregnancy, childbirth, or related medical conditions, up to a maximum period of four months (Pregnancy Disability Leave).

(b) The employee may take this leave, as needed, for all disabilities related to each pregnancy. Specifically, the employee may take time off for necessary prenatal or postnatal care, as well as for conditions such as severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, and recovery from childbirth.

(c) An employee may request a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she provides the Town with medical certification from her health care provider. In addition to other possible forms of reasonable accommodation, a pregnant employee may transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties, if she so requests, and the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated. However, the Town is not required to create additional employment that would otherwise not be created, discharge other employees, transfer another employee with more seniority, violate a collective bargaining agreement, or promote any employee (including the pregnant employee) to a position for which the employee is not qualified.

[History: 3.06.160(a)]

3.06.310 Procedure [formerly § 3.06.160(d), (e), (f)]

(a) *Advanced Notice.* Whenever possible, the employee must provide at least 30 days advance written notice of the employee's need to take a Pregnancy Disability Leave. If an employee requests a leave of absence that is foreseeable because of a scheduled medical procedure, the employee must make a reasonable effort to schedule it so that it will not unduly disrupt Town operations, subject to the approval of the employee's health care provider. For events which are unforeseeable, the employee must notify the City Manager and her supervisor, at least verbally, as soon as the employee learns of the need for the leave.

(b) *Request for Leave and Certification.* As soon as possible, the employee must also submit to the City Manager, with a copy to her supervisor, a written Request for Leave of Absence accompanied by a written statement from the patient's health care provider, or another qualified person approved by the City Manager, certifying the employee's pregnancy disability, or the medical advisability of a temporary transfer to a less strenuous or hazardous position or

job duties, and stating:

(i) the date on which the employee became disabled due to pregnancy, childbirth or related medical condition or the date on which the need for a transfer became medically advisable;

(i) The probable duration of the period(s) of disability or the duration of the need for a transfer; and

(iii) A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or that the transfer is medically advisable.

(c) The Town may require re-certification if the employee requests an extension beyond the original certification.

(d) If there is any change in the information contained in the health care provider's statement, the employee must report these changes promptly to the City Manager.

[History: formerly CAC § 3.06.160(d), (e), (f)]

3.06.320 Length of Leave (formerly 3.06.160(a))

Normally, full-time employees are granted unpaid leave for the period of actual disability, up to a maximum of four (4) months (i.e., the number of days or hours the employee would work in four calendar months [17½ weeks]. For full-time employees, this period is typically 88 working days.) Part-time and/or variable schedule employees are granted unpaid leave on a pro-rata or proportional basis. The leave benefits available under this policy are "per pregnancy" rather than "per year." Pregnancy Disability Leave runs concurrently with leave under the federal Family and Medical Leave Act (FMLA), but not with leave under the California Family Rights Act (CFRA), which is a separate leave benefit.

[History: formerly CAC § 3.06.160(a)]

3.06.330 Intermittent Leave (formerly 3.06.160(b))

(a) Pregnancy Disability Leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. Such leave may be taken intermittently, or on a reduced-hours schedule, when medically necessary as determined by the employee's health care provider. The smallest increment of time that can be used for such leave is 15 minutes.

(b) The Town may transfer the employee to an alternative position or alter the existing job to accommodate intermittent leave or a reduced work schedule. The employee will receive the same pay and benefits in the alternative position.

[History: formerly CAC § 3.06.160(b)]

3.06.340 Compensation and Benefits [formerly CAC § 3.06.10(g)]

(a) Generally, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.

(b) Pregnancy disability leave is unpaid leave, but during the leave period, the employee can or may be required to use other forms of paid leave as set forth in section 3.06.250.

(c) When an eligible employee is on pregnancy disability leave running concurrent with FMLA leave, the Town will continue the employee's group health care benefits for up to a maximum of 12 workweeks under the same terms and conditions as applied prior to the leave of absence as outlined in Section 3.06.250.

(e) During a Pregnancy Disability Leave, the employee shall accrue seniority and participate in employee benefit plans (e.g. short- or long-term disability plans, pension and retirement plans, etc.) to the same extent and under the same conditions as would apply to any other unpaid disability leave granted by the Town for any reason other than a pregnancy-related disability. Specifically:

(i) The employee shall retain employee status during the period of the Pregnancy Disability Leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority under any collective bargaining agreement or employee benefit plan; and

(ii) Medical, Dental and Vision coverage will continue during Pregnancy Disability Leave in the same manner as if the employee was actively at work. This means that the employee will be responsible for her contributing premium payments for the entire length of the leave. Failure to timely pay the employee share could result in termination of benefits.

(f) An employee taking Pregnancy Disability Leave must use all accrued sick leave before continuing on an unpaid basis. An employee may substitute accrued vacation, compensatory time and floating holidays before continuing leave on an unpaid basis. Substituted paid leave time will be counted toward the four-month (i.e., 88 working days) entitlement. The employee may also be eligible for State Disability Insurance, in which case sick leave and (where requested) other leave will be applied pro rata to bring the employee to full compensation.

(g) Except while using accrued Town-paid leave (i.e. sick or vacation time), employees on Pregnancy Disability Leave will not continue to accrue additional sick leave or vacation time and will not be paid for holidays during the leave.

(h) For any time during which an employee is on unpaid leave, the employee will need to make arrangements to pay her portion of benefits.

[History: formerly CAC § 3.06.160(g)]

[Reference: 340; 2 CCR 7291.11(b)(2).]

3.06.350 Coordination with FMLA and CFRA Leaves (formerly 3.06.160(c))

FMLA leave may run concurrently with Pregnancy Disability Leave, however, CFRA leave does not run based on disability due to pregnancy. Upon the birth of a child, an eligible female employee may request CFRA bonding leave. CFRA bonding leave need not be taken right after the baby is born, but must be concluded within one year of the child's birth.

[History: formerly CAC § 3.06.320]

3.06.360 Reinstatement (formerly § 3.06.160(c))

Generally, an employee is entitled to be reinstated to the same position at the end of the leave upon release to return to work by her health care provider, subject to any exceptions allowed under applicable law.

(a) In order that the Town can properly schedule an employee's return to work, an employee on Pregnancy Disability Leave should provide the City Manager with at least two weeks' advance notice of the date she intends to return to work.

(b) When a Pregnancy Disability Leave ends, the Town will reinstate an employee to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions, in accordance with state and federal law, e.g. 2 Code of California Regulations section 7291.10(c)(1) and (2). However, an employee has no greater right to reinstatement than if the employee had been continuously at work rather than on leave or transferred. For example, if an employee on Pregnancy Disability Leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of Pregnancy Disability Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

(c) Employees returning from Pregnancy Disability Leave must submit a health care provider's verification of their fitness to return to work.

(d) If an employee fails to report to work promptly at the end of the Pregnancy Disability Leave (or any approved additional leave commencing after PDL), the Town will assume that the employee has "voluntarily resigned."

[History: formerly CAC § 3.06.160(c)]

[Reference: 2 CCR § 7291 *et seq.*]

ARTICLE 15. "FLOATING HOLIDAYS"

Section 3.06.200 of the Colma Administrative Code is repealed, and shall be replaced by section 3.06.430, stating as follows:

3.06.430 Floating Holidays (formerly 3.06.200)

(a) Beginning on January 1 following the date of hire, a regular or probationary, non-

exempt employee placed in the managerial, professional and confidential employees unit or the maintenance unit pursuant to the Town's employer-employee relations resolution (Colma Administrative Code, Subchapter 3.09), shall be granted up to three floating holidays each calendar year, as provided in this section., up to a maximum of three days ("cap").

(b) The Town shall grant each eligible employee three floating holidays per year, less the employee's floating holiday balance at close of business on December 31, if any. Floating holidays shall be earned and accrued on January 1 of each year only. If an employee has a floating holiday balance at close of business on December 31, that balance shall be carried over to January 1, and the number of hours of floating holidays that will be granted to an employee will be three days minus the balance carried over from December 31 to January 1.

(c) A regular or probationary part-time employee who is in paid status shall be granted floating holidays prorated at his or her Full-Time Equivalency (FTE), rounded to the nearest quarter hour.

(d) The number of floating holidays granted to a newly hired employee shall be prorated from the date of hire to the following December 31, rounded to the nearest quarter hour.

(e) On termination of employment, any unused floating holidays shall be paid.

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. NOT A CEQA PROJECT.

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

ARTICLE 18. EFFECTIVE DATE.

This resolution shall take force and effect immediately upon its passage.

Certification of Adoption

I certify that the foregoing Resolution No. 2013-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on January 8, 2014, by the following vote:

///

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Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fisicaro, Mayor

Attest: _____
William C. Norton, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Roger C. Peters, City Attorney *RPB*

VIA: William C. Norton, Interim City Manager *Wcn*

MEETING DATE: January 8, 2014

SUBJECT: Hillside Parking Easement

RECOMMENDATION

Staff recommends that the City Council, by motion, adopt the following resolution:

RESOLUTION APPROVING RECIPROCAL EASEMENTS AGREEMENT FOR ACCESS AND PARKING PURPOSES AND ACCEPTING GRANT OF EASEMENT

EXECUTIVE SUMMARY

Under the proposed agreement (Exhibit 1), Chevra-Kadisha Sinai Chapel ("Sinai") will grant the Town an access and parking easement over the property shown as Parcel D (red-shaded area) on the attached Exhibit 2. In return, the Town will grant Sinai an access and parking easement over the property shown as Parcel C (blue-shaded area) on Exhibit 2, and will maintain the parking lot on both parcels at the Town's own expense. (Olivet Parkway is at the right end of the shaded area of Exhibit C; the circle in that area is the landscaped round-about in the middle of Olivet Parkway.) The easement will terminate only if the Town ceases to use the property for a public park or community center, or if either party breaches the agreement.

The proposed resolution approves the agreement, accepts the easement, and authorizes the City Manager to execute all documents necessary to implement the agreement.

FISCAL IMPACT

The annual cost of day-to-day maintenance will be minimal and has already been factored into the Public Works budget. In about five years, and every 10 to 15 years thereafter, the parking area will need to be re-sealed and re-stripped at a cost of \$7,500 to \$10,000. Upon approving the agreement, the Town will become obligated to pay Sinai Chapel's reasonable attorney's fees, which are estimated to be around \$4,000.

BACKGROUND

In 1992, to make room for the BART Airport Extension project, BART asked the Town to take temporary possession of the Colma Historical Train Station. The Town agreed and relocated the station to the current police station site while the Town searched for a permanent site.

Meanwhile, in 1993, Cypress Abbey Company donated the land and the office building at 1500 Hillside to the Town of Colma. Several years later, a council member suggested that the Town move the train station to 1500 Hillside Boulevard, and the Town began negotiating with Chevra-Kadisha-Sinai Memorial Chapel ("Sinai Chapel"), owner of Eternal Home Cemetery, to purchase a small plot of land next to the office building for the train station.

During these negotiations, Sinai Chapel asked if the Town could prevent motorists from speeding along Olivet Parkway, which was then a public street running through Eternal Home Cemetery. Seeing an opportunity to acquire more land, the City Attorney suggested, and eventually all parties agreed to exchange properties -- the Town would receive a parcel on Hillside Boulevard for the Community Center and Sinai Chapel would gain ownership of Olivet Parkway. The property exchange occurred in July 2000.

In 2001, Council decided to move the Train station and the Freight Building to the site, restore both buildings, renovate the office building at 1500 Hillside, and build the Community Center. About a year into constructing the Community Center, Mac Carpenter and Rick Mao suggested that the Town acquire an easement from Sinai Chapel for additional parking spaces to the south of the Community Center.

In May 2004, while construction of the Colma Community Center was underway, the Town and Sinai Chapel tentatively agreed that the Town would construct and maintain a parking lot next to the Community Center. Part of the parking lot would be located on the Town's property and the other part, on Sinai Chapel's property. Under the agreement, each party would have access and parking rights over the other party's property. However, for reasons unclear, the agreement was not finalized at that time. Meanwhile, each party used the parking lot, with the implied consent of the other party, for their respective events.

In May 2013, the Council authorized the City Attorney to re-open negotiations with Sinai Chapel and to offer to pay Sinai Chapel's attorney's fees if the negotiations were successful. Recently, both sides agreed to a final form of the contract.

ANALYSIS

Under the proposed agreement (Exhibit 1), Chevra-Kadisha Sinai Chapel ("Sinai") will grant the Town an access and parking easement over the property shown as Parcel D (red-shaded area) on the attached Exhibit 2. In return, the Town will grant Sinai an access and parking easement over the property shown as Parcel C (blue-shaded area) on Exhibit 2, and will maintain the parking lot on both parcels at the Town's own expense. (Olivet Parkway is at the right end of the shaded area of Exhibit C; the circle in that area is the landscaped round-about in the middle of Olivet Parkway.) The easement will terminate only if the Town ceases to use the property for a public park or community center, or if either party breaches the agreement.

Routine maintenance of the parking and driveway areas includes monthly inspections and as-needed repairs of paved parking areas, street-sweeping and cleaning, removal of graffiti, maintenance of the traffic signal lights at the intersection of Hillside Boulevard and Olivet Parkway, and weekly maintenance of landscaped areas. Major maintenance, for which the Town is also responsible, includes repaving of the driveway, asphalt overlay, and re-striping.

Each party is also required to maintain premises liability insurance in the amount of \$2,000,000 per year.

The proposed resolution approves the agreement, accepts the easement, and authorizes the Mayor to execute all documents necessary to implement the agreement. It also authorizes the City Manager to reimburse Sinai Chapel for its reasonable attorney's fees in this matter.

The Recreation Director reported that four or five Sinai employees park in the lot every day. There is usually one funeral per week where the burial is held at the area near the entry to Olivet Parkway, and the attendees use the Town's parking lot, sometimes every parking space. There has never been a conflict between Sinai's need for funeral parking and the Town's need for event parking.

The alternative to entering into the agreement would be to continue using the area with the consent of Sinai. The advantage of this alternative is that it potentially saves the Town the cost of maintaining Sinai's part of the parking area; disadvantage is that Sinai could withhold its consent at any time, in which case the Town would lose use of about half the parking spaces next to the Community Center.

CONCLUSION

Staff recommends adopting the resolution, which approves the agreement, accepts the easement, and authorizes the City Manager to execute documents necessary to implement the agreement.

ATTACHMENTS

- A. Resolution
- B. Contract
- C. Exhibit

**RESOLUTION NO. 2014-##
Of the City Council of the Town of Colma**

**RESOLUTION APPROVING RECIPROCAL EASEMENTS AGREEMENT FOR
ACCESS AND PARKING PURPOSES AND ACCEPTING GRANT OF EASEMENT**

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

1. Background

(a) In 2000, the Town of Colma and Chevra-Kadisha Sinai Chapel ("Sinai Chapel") agreed to exchange properties, and the Town received a parcel on Hillside Boulevard for the Community Center while Sinai Chapel gained ownership of Olivet Parkway. In May 2004, the Town and Sinai Chapel tentatively agreed that the Town would construct and maintain a parking lot next to the Community Center. Part of the parking lot would be located on the Town's property and the other part, on Sinai Chapel's property. Under the agreement, each party would have access and parking rights over the other party's property. That tentative agreement was recently finalized, subject to formal approval by the City Council.

(b) The proposed agreement is not subject to the Town's purchasing ordinance because it is not a contract for the purchase of goods, services, or construction of public works projects.

2. Order

(a) That certain Reciprocal Easements Agreement For Access And Parking Purposes between the Town of Colma and Chevra-Kadisha Sinai Chapel, a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.

(b) The City Manager is directed to reimburse Sinai Chapel for its reasonable attorney's fees in this matter.

(c) The Mayor shall be, and hereby is, authorized to execute said Agreement and all other documents necessary to carry out the contract, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2014-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on January 8, 2014, by the following vote:

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Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fiscaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fiscaro, Mayor

Attest: _____
William Norton, City Clerk

Recording requested by
And when recorded mail to:

Roger C. Peters
Colma City Attorney
Best Best & Krieger
2001 No. Main Street, Suite 390
Walnut Creek, CA 94596

RECIPROCAL EASEMENTS AGREEMENT FOR ACCESS AND PARKING PURPOSES

This *RECIPROCAL EASEMENTS AGREEMENT FOR ACCESS AND PARKING PURPOSES* ("Agreement") is entered into as of the last date signed below ("Effective Date"), by and between CHEVRA KADISHA-SINAI MEMORIAL CHAPEL, a California religious charitable corporation ("Sinai") and the TOWN OF COLMA, a political division of the State of California ("Town").

RECITALS

- A. Town owns and uses real property in the Town of Colma at the corner of Hillside Boulevard and F Street, which property is more particularly described in the attached Exhibit "A" and referred to herein as "**Parcel A**", for a museum, an historical park, and a community center.
- B. Sinai owns and uses real property in the Town of Colma between El Camino Real and Hillside Boulevard, which portion is more particularly described in the attached Exhibit "B" and referred to herein as "**Parcel B**", for parking for a cemetery.
- C. Town uses a portion of Parcel B for access to Parcel A, and for parking and landscaping. Town desires to obtain an easement over a part of Parcel B from Sinai for those purposes, which easement area is referred to herein as "**Parcel C**."
- D. Sinai uses a portion of Parcel A for access to Parcel B, and for parking. Sinai desires to obtain an easement over a part of Parcel A from Town for that purpose, which easement area is referred to herein as "**Parcel D**."
- E. **Exhibit E** is a drawing showing the relationship of Parcels A, B, C and D to each other and is included principally for convenience and shall not by itself affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

F. In anticipation of finalizing this agreement, Town, at its own expense, improved the driveway on Parcel C, installed additional parking stalls and landscaping on Parcel C, and installed traffic and lighting systems on and near both Parcel A and Parcel B, in accordance with the plans approved by both parties.

F. Town is willing to provide continued maintenance of the areas covered by the easements, as more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Sinai Grant of Easement to Town.** Sinai hereby grants to Town for use by Town and Town's Permittees a non-exclusive easement over **Parcel C** for (a) ingress, egress and access by pedestrians, vehicles and equipment; (b) vehicle parking; and (c) landscaping purposes, including lighting and irrigation systems, but for no other purposes, which easement shall be appurtenant to and run with Parcel A.

2. **Town Grant of Easement to Sinai.** Town hereby grants to Sinai for use by Sinai and Sinai's Permittees a non-exclusive easement over **Parcel D** for (a) ingress, egress and access by pedestrians, vehicles and equipment; and (b) vehicle parking, but for no other purposes, which shall be appurtenant to and run with the Parcel B.

3. **Restrictions on Town's Use.**

(a) Town shall not use Parcel C or Parcel D for overnight parking or storage of vehicles and shall use its best efforts to prevent third parties from using either Parcel C or Parcel D for overnight parking or storage of vehicles.

(b) Town shall not park vehicles, or permit third parties to park vehicles, on Parcel C or Parcel D in such a manner as to block access by vehicles or equipment to the remaining areas of Parcel B.

(c) Town shall not construct any buildings, fences, walls or barriers of any kind on Parcel C or Parcel D.

4. **Restrictions on Sinai's Use.**

(a) Sinai shall not use Parcel C or Parcel D for overnight parking or storage of vehicles and shall not authorize its guests to use either Parcel C or Parcel D for overnight parking or storage of vehicles.

(b) Sinai shall not use Parcel C or Parcel D for interments, crypts, vaults, mausoleums, or niches in any columbarium.

(c) Sinai shall not construct any buildings, fences, walls or barriers of any kind on Parcel C or Parcel D.

5. Execution of Documents.

(a) The parties shall execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(b) Town shall pay the reasonable and necessary fees incurred by Sinai's attorneys in reviewing this agreement.

6. Control over Permitted Users.

(a) Town shall be solely responsible for causing its officers, directors, employees, agents, contractors, lessees, licensees, guests and invitees ("Town's Permitted Users") to comply with the terms of this Agreement.

(b) Sinai shall be solely responsible for causing its officers, directors, employees, agents, contractors, lessees, licensees, guests and invitees ("Sinai's Permitted Users") to comply with the terms of this Agreement.

(c) None of the Town's Permitted Users or Sinai's Permitted Users is a third party beneficiary of this Agreement or the easements granted by this Agreement.

7. Modification of Parking Areas.

Town may not make any improvements or modifications to Parcel C without first obtaining Sinai's written approval of such improvements or modifications, which approval shall not be unreasonably withheld, except that Sinai's prior written approval shall not be required to (i) add, reconfigure or modify the location of the parking spaces, curbs, or wheel stops, whether or not such work will increase or decrease the number of parking spaces available, provided that such additions, reconfigurations and modifications do not block access by vehicles or equipment to Parcel B, or (ii) replace plants, shrubs and trees in Parcel C.

8. Routine Maintenance. Town, at its own expense, shall maintain Parcel C and Parcel D, and the traffic and lighting systems therein at all times in good and safe appearance, condition and repair and in compliance with all laws. Town's duties shall include, but not be limited to:

(a) Monthly inspection and as-needed repairs of the paved parking areas and driveway, striping and re-striping of the parking areas and driveway, painting of curbs, filling of potholes, and sealing of cracks;

(b) Regularly scheduled sweeping and cleaning (not less than twice per month) of parking lot and driveway, and prompt removal of graffiti or other products of vandalism;

(c) Monthly inspection and as-needed replacement of traffic signal lights and operating parts;

(d) Weekly maintenance and upkeep of landscaping over all unpaved areas, including replacement of dying vegetation, regular trimming of lawns and shrubs, and prompt repair of irrigation systems;

(e) Replacement and re-painting signs; and

(f) Re-finishing of traffic signal poles and light poles.

9. **Major Maintenance Obligations.** Town, at its own expense, shall be solely responsible for all major repairs to, or reconstruction of the driveway and parking areas on Parcel C and Parcel D, and the traffic and lighting systems therein. "Major repair or reconstruction" shall include, but not be limited to, repaving of the driveway and parking areas, asphalt overlay, mill and fill.

10. **Indemnity by Town.** Town shall indemnify, protect, defend and hold Sinai harmless from and against all claims, actions, liabilities, damages, costs or expenses, including reasonable attorneys' fees and costs incurred in defending against the same ("Claims"), arising from (a) the acts or omissions of Town or Town's Permitted Users in or about Parcel C or Parcel D, (b) any construction or other work undertaken by Town or Town's Permitted Users on Parcel C or Parcel D (including any design defects), (c) any breach or default under this Agreement by Town, or (d) any loss, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about Parcel C or Parcel D, excepting, for this clause (d) only, Claims to the extent they are caused by the willful misconduct or negligent acts or omissions of Sinai or Sinai's Permitted Users.

11. **Indemnity by Sinai.** Sinai shall indemnify, protect, defend and hold Town harmless from and against all Claims, to the extent arising from (a) the willful misconduct or negligent acts or omissions of Sinai or Sinai's Permittees, or (b) any breach or default under this Agreement by Sinai or Sinai's Permitted Users.

12. **Insurance.** Each party hereto shall, at all times during the term of this Agreement, at that party's sole cost and expense, obtain and keep in force premises liability insurance, with a minimum combined single limit in the amount of Two Million Dollars (\$2,000,000), per occurrence for bodily or personal injury to, illness of, or death of persons, and damage to property occurring on Parcel C or Parcel D. Each liability insurance policy shall name the other party and its officers and agents, as an additional insured.

13. **Termination and Reconveyance.**

(a) The easement granted herein to Town shall terminate and be extinguished: (1) if Town ceases to use Parcel A for a public park or community center; or (2) if Town breaches this Agreement and fails to cure such breach within thirty (30) days after written notice from Sinai of such breach or such longer period as may be reasonably necessary to complete such cure, provided that Town promptly commences and diligently pursues such cure; or (3) if Town, or any other party acting with Town's consent, takes an action that is incompatible with the nature and purpose of that easement. In the event of such termination

and extinguishment, Town promptly shall quitclaim all of its interests in that easement to Sinai.

(b) The easement granted herein to Sinai shall terminate and be extinguished (1) if Sinai breaches this Agreement and fails to cure such breach within thirty (30) days after written notice from Town of such breach or such longer period as may be reasonably necessary to complete such cure, provided that Sinai promptly commences and diligently pursues such cure; or (2) if Sinai, or any other party acting with Sinai's consent, takes an action that is incompatible with the nature and purpose of that easement. In the event of such termination and extinguishment, Sinai shall quitclaim all of its interests in that easement to Town.

14. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered on the date specified on the return receipt,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered on the date of delivery as recorded by the courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

To Town: Town of Colma Attn: City Manager 1198 El Camino Real, Colma, CA 94014-3295	To Chapel: Sinai Memorial Chapel Attn: Samuel J. Salkin, Executive Director 1501 Divisadero Street P. O. Box 15579 San Francisco, CA 94115 Fax No. 415-673-3407
---	--

(d) A copy of all notices shall be sent to the following person(s) by first class mail through the U.S. Postal Service, postage prepaid. The copy shall be for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

For Town: Best Best & Krieger, LLP ATTN: Roger Peters	For Chapel: Farella Braun + Martel LLP ATTN: Anthony Ratner
---	---

2001 No. Main St, Suite 390 Walnut Creek, CA 94596	235 Montgomery Street San Francisco, CA 94104
---	--

(e) These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice.

(f) The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

15. General Provisions.

(a) *Construction.* Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

(b) *Governing Law.* This Agreement shall be governed and construed in accordance with California law.

(c) *Exhibits Incorporated.* All exhibits attached hereto are by this reference incorporated herein and made a part hereof.

(d) *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations, representations, warranties and communications, oral or written, and contains the entire agreement between Town and Sinai as to the above described easements.

(e) *Severability.* If any term, covenant or condition of this Agreement or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other person or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law. In the event of such partial invalidity, the parties shall seek in good faith to agree on replacing any such legally invalid provisions with valid provisions which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid provision and the intent of the parties in entering into this Agreement. The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) *Waivers.* No consent or waiver by either party to or of any breach or non-performance of any representation, condition, covenant or warranty shall be enforceable unless in a writing signed by the party entitled to enforce performance, and such signed consent or waiver shall not be construed as a consent to or waiver of any other breach or non-performance of the same or any other representation, condition, covenant, or warranty.

(g) *Arbitration.* Any conflicts or disputes arising under sections 3, 4, 8 or 9 of this agreement shall be submitted to arbitration pursuant to the rules of the American Arbitration Association, and the arbitration hearing shall be conducted in San Mateo County, California. The arbitrator shall be an attorney, mutually acceptable to the parties, with at least 10 years' experience in the field of real estate, and shall be required to follow the law of the State of California in rendering the award. The parties hereby agree that the decision of the arbitrator shall be final and conclusive and binding on the parties hereto and either party shall have the right, by petition filed with a court of competent jurisdiction, to seek such court's confirmation of such decision.

(h) *Other Disputes.* All other disputes shall be resolved by a court of competent jurisdiction in San Mateo County, California.

(i) *Fees and Costs.* In any legal or equitable action or proceeding arising out of or relating to this Agreement, the interpretation, breach thereof or enforcement against any person, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs, expert witness fees and costs, and court costs, in addition to any other relief granted by the court in such action or proceeding and in any appeal thereof. The "prevailing party" shall be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues. Any of the foregoing costs incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment.

(j) *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile transmission. All counterparts shall be deemed an original of this Agreement.

(signature page to follow)

SIGNATURE PAGE TO RECIPROCAL EASEMENTS AGREEMENT
FOR ACCESS AND PARKING PURPOSES

In Witness Whereof each of the undersigned has executed this agreement on the date shown opposite that party's signature.

Town of Colma,
A California municipal corporation

Dated _____

By _____
Helen Fisicaro, Mayor

ATTEST: _____
William C. Norton, City Clerk

APPROVED AS TO FORM: BEST BEST & KRIEGER LLP

By _____
Roger Peters, City Attorney

Chevra Kadisha-Sinai Memorial Chapel,
a California religious charitable corporation

Dated: _____

By: _____
Sander I. Stadtler, President

By: _____
Susan Morris, Secretary

EXHIBITS

- A - Legal description of Parcel A
- B - Legal description of Parcel B
- C - Legal Description of Parcel C
- D - Legal Description of Parcel D

**EXHIBIT A
LEGAL DESCRIPTION
RECIPROCAL EASEMENTS AGREEMENT FOR
ACCESS AND PARKING PURPOSES**

“PARCEL A”

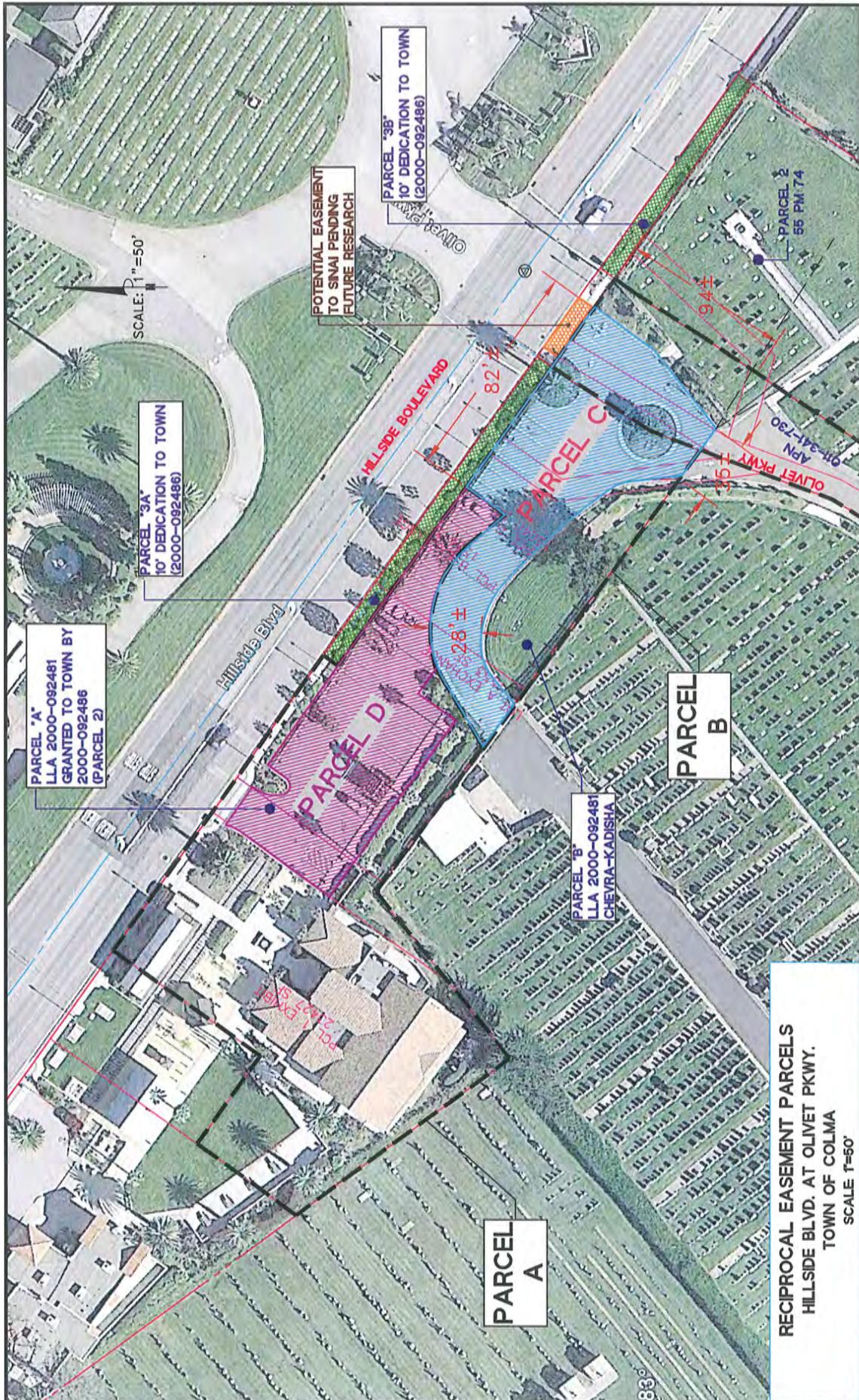
Parcel A, ‘After Lot Line Adjustment’, as depicted on the Owner’s Certificate for Lot Line Adjustment, record document number 2000-092481, recorded July 28, 2000, San Mateo County Records, containing 39,723 square feet, more or less.

**EXHIBIT B
LEGAL DESCRIPTION
RECIPROCAL EASEMENTS AGREEMENT FOR
ACCESS AND PARKING PURPOSES**

“PARCEL B”

Parcel B, ‘After Lot Line Adjustment’, as depicted on the Owner’s Certificate for Lot Line Adjustment, document number 2000-092481, recorded July 28, 2000, containing 16,040 square feet, more or less; and

Portion of Former Olivet Parkway Right-of-Way, as depicted in that certain Grant Deed from the Town of Colma to Chevra-Kadisha Sinai Memorial Chapel, record document number 2000-092485, recorded July 25, 2000, San Mateo County Records, containing 63,280 square feet, more or less.





STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brian Dossey, Director of Recreation Services *BD*

VIA: William C. Norton, Interim City Manager *Wan*

MEETING DATE: January 8, 2014

SUBJECT: Recreation Department Staff Changes

STAFF RECOMMENDATION

Staff recommends that City Council adopt:

A RESOLUTION APPROVING STAFF CHANGES FOR THE RECREATION SERVICES DEPARTMENT

EXECUTIVE SUMMARY

Staff recommends City Council approve a resolution removing the Administrative Technician II position from the Recreation Services Department and adding a second Recreation Coordinator position. The change will provide the department with greater flexibility in terms of scheduling and programming activities.

FISCAL IMPACT

The proposed change from Administrative Technician II position to a Recreation Coordinator position will save the Town \$4,742 - \$5,762 annually.

BACKGROUND

In 2005 the Colma Community Center was completed and the Administrative Technician II position was added to the department to support the Director of Recreation Services and Recreation Coordinator. Since then staffing for the Department includes a Director of Recreation Services, one Recreation Coordinator, one Administrative Technician II, six part-time Facility Attendants and eight part-time Recreation Leaders. See Attachment B for the current Recreation Services Department organizational chart.

Below are some examples of typical duties and responsibilities of the Recreation Coordinator and Administrative Technician position.

Staff Report – Proposed Staff Changes to the Recreation Services Department
Jan. 2, 2014 1

The Recreation Coordinator position is responsible for planning, organizing and supervising program specific aspects of the Recreation Services Department. Typical duties and responsibilities include: planning, coordinating and implementing recreation activities; supervising of part-time staff; conducting classes and activities; maintaining records of participation, supplies and equipment; coordinating facility rentals, collections and accounts for user fees; and preparing reports and correspondence. Please see Attachment C for the Recreation Coordinator Job Description.

The Administrative Technician position performs a wide variety of general clerical, technical and administrative duties. Typical duties include: purchasing, performing personnel activities, managing complex records, filing, copying, proofreading, preparing mailings, and responding to public inquiries. Please see Attachment D for the Administrative Technician II job description.

As the department evolved, the Administrative Technician II position was assigned more and more Recreation Coordinator position work and less Administrative Technician II type work based on the needs of the community and department. For example, for the past 3-4 years the Administrative Technician II position performed some clerical and administrative duties; however, the following duties were added to the Administrative Technician II job description; senior recreation programming, facility and contract coordination, some special event and community outing planning, and Colma I.D. supervision.

Based on the current needs of the community and department, to provide more flexibility and to save costs, staff is recommending the City Council adopt a resolution removing the Administrative Technician II position from the Recreation Services Department and adding a second Recreation Coordinator position.

ANALYSIS

Proposed Change and its Effects

The new staffing plan would consist of one Director of Recreation Services (1 Full-Time Equivalent), two Recreation Coordinators (2 FTEs), and 7 FTEs made up of part-time Facility Attendants (3 FTEs), which is typically six casual employees, and part-time Recreation Leaders (4 FTEs), which is typically eight casual employees. The part-time attendants and leaders are typically classified as "casual employees", which means that they do not earn benefits. Under the new staffing plan one Recreation Coordinator would supervise the Recreation Leaders and one Recreation Coordinator would supervise the Facility Attendants. Both Recreation Coordinators will be cross trained in all department programs and operations so during staff shortages (i.e. vacations, illness, etc.) there will be appropriate coverage. Please see Attachment E for the proposed Recreation Services Department Organizational Chart.

The proposed staffing change will provide the department with greater flexibility in terms of scheduling and programming of activities. For example a person with a Recreation Coordinator background will be more familiar in planning and leading recreation activities and working outside of the normal 8:00am – 5:00pm work schedule. Also, the Recreation Coordinator job description requires that the selected candidate be able to perform duties related to an Administrative Technician (i.e. maintains records, prepares correspondence, responds to public inquiries), therefore the needs of the front office will still be maintained.

Staff Report – Proposed Staff Changes to the Recreation Services Department

Jan. 2, 2014

2

Also, the department can reduce costs, for the Recreation Coordinator salary is \$4,742 - \$5,762 less than the Administrative Technician II position. Staff may also flex the Recreation Coordinator work schedule and reduce part-time Facility Attendant costs.

If City Council approves the proposed staff changes to the Recreation Services Department, staff will begin the recruitment on February 1, 2014 and will look to fill the position by March 31, 2014. Staff will post the position in the February edition of LiveWire, Town website, California Parks and Recreation Society and CalOpps.

Proposed Resolution

In 2004, when the position of Recreation Coordinator was authorized, the practice was to adopt a separate resolution approving each staff change, as it occurred. The practice was thereafter changed to include the authorized staffing levels as part of the annual budget, which is approved through the budget resolution. The proposed resolution would amend Town's 2012-2013 FY budget for the Department of Recreation Services as follows:

- a. To authorize the following: (1) 3 full-time positions: one Director of Recreation Services and two Recreation Coordinators, and (2) as many part-time and per diem employees as deemed appropriate to serve as Recreation Leaders and Recreation Facility Attendants, not exceed the equivalent of 7 FTEs;
- b. To repeal Resolution 2008-04, which authorized one Recreation Coordinator; and
- c. To provide that henceforth, staffing for the Department would be authorized in the annual budget resolution.

Alternatives

- Approve the proposed recommendation as described above; or,
- Do not approve the proposed recommendation, and direct staff to recruit and hire an Administrative Technician II.

CONCLUSION

Staff recommends City Council approve removing the Administrative Technician II position from the Recreation Services Department and adding a second Recreation Coordinator position.

ATTACHMENTS

- A. Resolution
- B. Current Recreation Services Department Organizational Chart
- C. Recreation Coordinator Job Description
- D. Administrative Technician II Job Description
- E. Proposed Recreation Services Department Organizational Chart

RESOLUTION NO. 2014-##
Of the City Council of the Town of Colma
RESOLUTION APPROVING STAFF CHANGES
FOR THE RECREATION SERVICES DEPARTMENT

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

1. Background

- (a) Currently, the Department of Recreation Services staff consists of a Director of Recreation Services, one Recreation Coordinator, one Administrative Technician II, six part-time Facility Attendants and eight part-time Recreation Leaders.
- (b) To provide the Department of Recreation Services with greater flexibility in scheduling, and programming activities, staff has recommended removing the Administrative Technician II position from the Recreation Services Department and adding a second Recreation Coordinator position.
- (c) The new staffing plan would consist of one Director of Recreation Services, two Recreation Coordinators, and 7 FTEs made up of part-time and per diem Facility Attendants and part-time and per diem Recreation Leaders.
- (d) The recommended change will also reduce the Town's costs because the Recreation Coordinator salary less than the Administrative Technician II position.
- (e) The Town's staffing plan is approved each year as part of its annual budget, and the 2012-2013 budget needs to be amended to effect the recommended changes.

2. Order

- (a) The staffing plan approved in the Town's 2012-2013 FY budget is amended as follows:
 - (i) The Department of Recreation Services is authorized the following full-time positions: one Director of Recreation Services and two Recreation Coordinators; and
 - (ii) As many part-time and per diem employees as deemed appropriate to serve as Recreation Leaders and Facility Attendants, provided that total of all part-time and per diem employees working shall not exceed the equivalent of 7 full-time employees (FTEs).
- (b) Resolution 2004-08, which authorized one Recreation Coordinator, is repealed.
- (c) The City Council intends to continue its practice of adopting an annual FY budget containing an approval for staffing of the Department of Recreation services. Upon adoption of such a budget resolution, this resolution shall be deemed repealed.

Certification of Adoption

I certify that the foregoing Resolution No. 2014-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on January 8, 2014, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

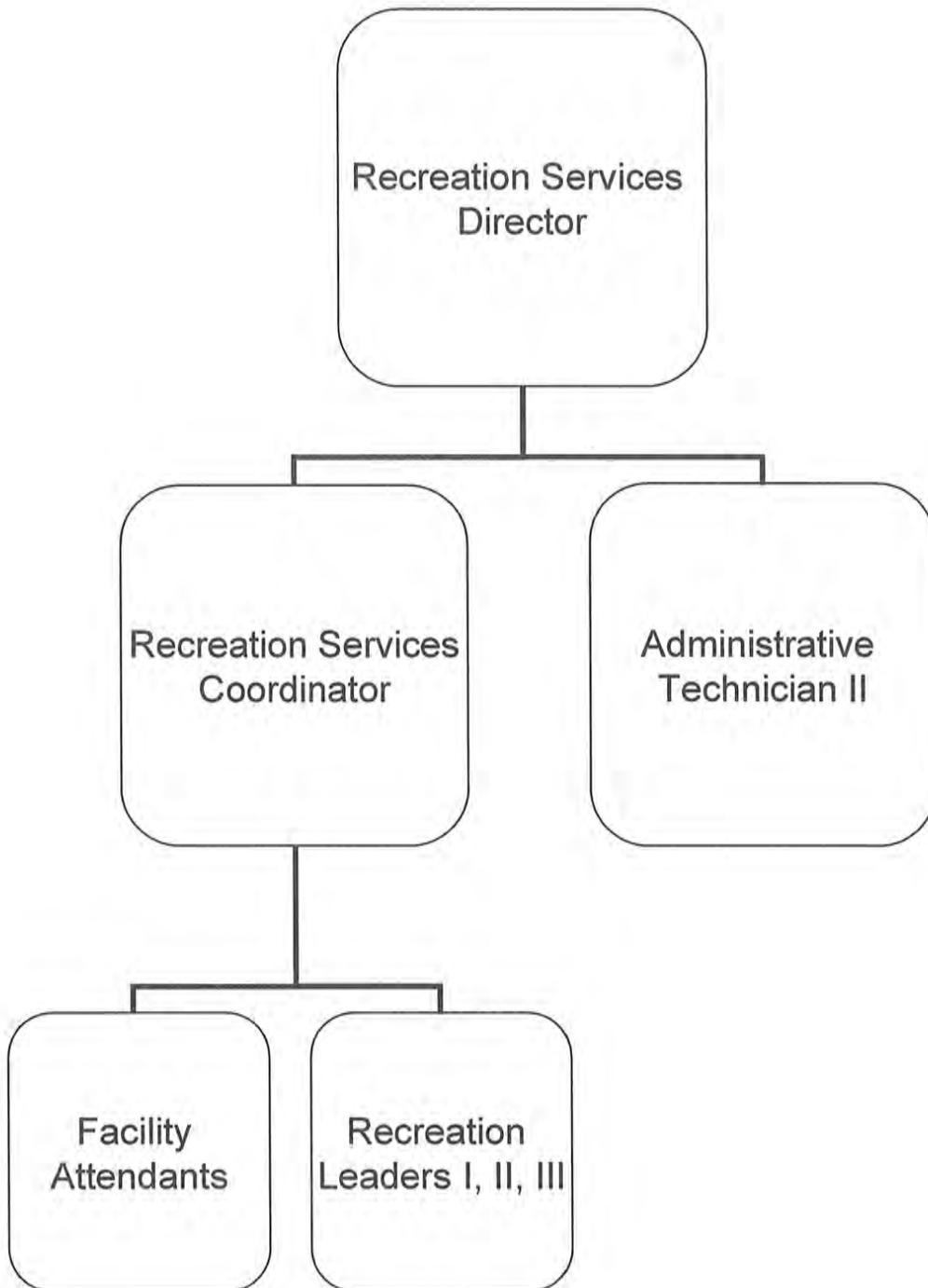
Dated _____

Helen Fisicaro, Mayor

Attest: _____

William Norton, City Clerk

Recreation Services Department





RECREATION COORDINATOR

FLSA Status: Non-exempt

Adopted: February 2004

Revised: November 2006, January 2008, December 2009, February 2011, October 2011, November 2012, November 2013

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

GENERAL DEFINITION

Under general supervision of the Director of Recreation Services, the Recreation Coordinator is responsible for planning, organizing and supervising program specific aspects of the recreation function. The Recreation Coordinator assists the Director of Recreation Services in the Town's daily recreation programming, including supervision of part-time staff, facility scheduling, maintenance of equipment, games & supplies; management of Recreation Center facilities in the absence of the Director of Recreation Services; and related work as required. Incumbents are normally expected to solve most work problems independently and to refer to supervisor only those matters which involve policy decisions, technical questions and unusual problems, but do not have independent purchasing authority.

DISTINGUISHING CHARACTERISTICS

The Recreation Coordinator works under the general direction and guidance of the Director of Recreation Services. The Recreation Coordinator exercises daily supervision over part-time recreation support staff. May recruit and hire subordinate Recreation Leaders and Recreation Instructors. The Recreation Coordinator serves on the Town's website committee and maintains and updates the website on a regular basis.

TYPICAL DUTIES AND RESPONSIBILITIES

Duties may include, but are not limited to:

- Plans, coordinates and implements recreational activities in specific program areas
- Conducts classes and activities
- Supervises part-time, per diem and temporary staff
- Supervises and coordinates the activities of a special program area
- Organizes and directs recreational activities for children, adults, senior citizens and the disabled at playgrounds, community centers and other recreational areas
- Plans and designs programs and instructional classes with assistance of supervisor
- Maintains discipline and encourages observance of required safety precautions
- Maintains records of participation, supplies and equipment
- Issues and ensures the return of recreation equipment

- Coordinates Facility Rentals with residents and part-time staff
- Collects and accounts for program user fees
- Prepares publicity releases and related materials in connection with specific programs
- Provides information to other departments and the public relating to program activities
- Recruits, screens, recommends for employment part-time, per diem, and temporary staff and volunteers
- Assists in the evaluation of part-time, per diem and temporary staff and volunteers
- Supervises and trains part-time, per diem, temporary employees, contractual staff and volunteers
- Conducts program orientation meetings on departmental policy, procedures and rules
- Assists in preparing budget materials
- Prepares reports and correspondence
- Reports injuries and accidents
- Responds appropriately to emergencies including the application of basic first aid
- Exhibits and encourages behavior that is consistent with the Town's risk management program and decreases risk of accident or injury to self, employees, residents, visitors and their property
- Performs other duties as assigned

QUALIFICATIONS

Knowledge of:

- Modern Office Technology
- Principles and practices of customer service
- Recreation philosophy, planning and administration
- Operations and techniques used in comprehensive community recreational programming for various target age groups
- Personnel management including hiring, supervising and evaluating part-time staff
- Departmental and program budget development and monitoring
- Computer use, including spreadsheet, word processing, and graphic presentation software
- Office methods and procedures
- Methods and techniques of administrative analysis
- First Aid practices
- Town and department policies and procedures

Ability to:

- Represent the Town in a positive manner
- Establish, maintain and foster cooperative working relations with others from diverse backgrounds, including elected officials, co-workers and the public effectively and with courtesy, in person, via e-mail and over the phone
- Follow written and oral instructions and procedures
- Communicate effectively, both orally and in writing, by using proper English grammar, spelling and punctuation
- Maintain sound recreation procedures and records
- Explain recreation policies and procedures
- Conceive and effectively propose solutions to problems
- Read, comprehend and interpret rules and regulations regarding governmental operations
- Follow financial procedures
- Work flexible schedule including evenings and weekends

- Listen to and objectively consider ideas and suggestions from others
- Keep commitments
- Keep others informed of work progress, timetables, and issues
- Address problems and issues constructively to find mutually acceptable and practical business solutions
- Work Independently

Education and Experience:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Education: Education equivalent to a two-year degree with an emphasis in recreation, leisure, physical education or closely related field preferred.
- Experience: Two years of progressively responsible full-time recreation experience

Or

Three years as Recreation Leader in the Town of Colma

License and Certificate

Must possess and maintain a valid California Driver's License.
CPR/First Aid certificates required or obtained within 60 days of hire.

SPECIAL REQUIREMENTS

These functions may be performed with or without reasonable accommodation:

- Speak clearly and understandably
- Review reports and correspondence quickly and accurately
- Report to work at any hour of day or night as required by disaster or other emergency situation
- Use dexterity and vision necessary to operate computer equipment with a high degree of productivity
- Intermittently twist to reach equipment in their work area
- Perform simple grasping and fine manipulation
- Operate basic office equipment (i.e. telephone, copier, calculator, etc.)
- Oversee, manage and participate in strenuous physical activities, such as leading tours, demonstrating proper exercise techniques and managing children in playground activities
- Set up, move and take down recreational and facility equipment – Lift 50 pounds
- Lead, teach, demonstrate and officiate activities such as games, special events, trips, tours, arts and crafts activities, dances and hikes for a variety of age groups
- Speak, read and understand the English language sufficiently to successfully receive/provide information to/from the public, co-workers, supervisors, etc.
- Attend and participate in weekend and evening activities as assigned
- Draft reports and correspondence quickly and accurately
- Demonstrate confidentiality
- Perform all duties on the job description except those determined to be incidental



ADMINISTRATIVE TECHNICIAN SERIES

TECHNICIAN I/II/III

FLSA Status: Non-exempt

Adopted: April 2005

Revised: August 2005, September 2006, December 2009, February 2011, October 2011, November 2012

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

GENERAL DEFINITION - Administrative Technician Series

Under supervision or direction from management, and occasional functional and technical direction from others, performs a wide variety of general clerical, technical and/or administrative duties at differing levels of complexity and difficulty related to the overall administrative operations. Incumbents are normally expected to solve most work problems independently and to refer to supervisory personnel only those matters which involve policy decisions, technical questions and unusual problems at the entry level and make recommendations at the advanced level, but do not have independent purchasing authority.

DISTINGUISHING CHARACTERISTICS

Assigned duties in this multi-level class range from routine journey to advanced/highly complex and incumbents function under direct supervision at the entry level to general direction at the highest level.

Administrative Technician I: This is the beginning journey level position. Employees at this level receive occasional instruction or assistance as new or unusual situations arise and are fully aware of operating procedures and policies of the work unit. This class is distinguished from the Administrative Technician II in that the latter provides periodic advanced journey level clerical or technical support to a specific functional area.

Administrative Technician II: This is the mid journey level position. Employees at this level are distinguished from the beginning journey level position by the responsibility assumed, complexity of duties assigned, independence exercised and by the nature of the public contact made. Employees at this level perform more difficult and responsible types of duties including performing technical clerical duties that require specialized knowledge relating to area of assignment or are technical in nature. Employees at this level are required to be fully trained in all procedures related to assigned areas of responsibility.

Administrative Technician III: This is the advanced position that may serve as the lead to the Administrative Technician I/II positions and may take direction from various management

staff in different departments. Employees at this level may perform as Executive Assistant to the Chief of Police or Assistant to the City Clerk.

TYPICAL DUTIES AND RESPONSIBILITIES:

Duties may include, but are not limited to:

Administrative Technician I:

- Performs general clerical duties related to various departments or areas including filing, copying, preparing large mailings and verifying, recording and maintaining information on records
- Types, enters, proofreads and processes a variety of documents including general correspondence, reports, memos and statistical charts from rough drafts or verbal instructions; may compose routine correspondence
- Operates standard office equipment and word processing, spreadsheet and other computer software programs
- Responds to public inquires, both on the telephone and in person, and may refer to appropriate staff member for more specific information as appropriate
- Processes department reports and specific documents
- Runs computer reports as requested
- Receives, sorts and distributes incoming and outgoing mail
- Places orders for office supplies
- Assists in the enrollment of participants in Town sponsored programs
- Issues, receives, types and processes various applications, reports, permits and other forms
- Records payments and sends delinquent notices when necessary
- Collects and processes fees and charges
- Checks and tabulates statistical data; prepares routine statistical reports
- Performs routine system back-up duties
- Works flexible schedule including evenings and weekends
- Exercises excellent customer service including patience and professionalism at all times
- Exhibits and encourages behavior that is consistent with the Town's risk management program and decreases risk of accident or injury to self, employees, residents, visitors and their property
- Performs other duties as assigned

Administrative Technician II:

In addition to responsibilities and duties listed for Administrative Technician I:

- Performs complex administrative clerical duties related to area of assignment such as purchasing, personnel activities, complex records management, liaison for technical computer problems and issues with office equipment
- Maintains Town's official website, under the direction of the Webmaster
- Maintains accurate records and files of program activities
- Proofreads and edits correspondence, reports, proposals and contracts; composes correspondence as required
- Interprets, applies and explains policies and procedures related to area of assignment; responds to individuals requesting services related to area of assignment; prepares complex correspondence and supporting documentation relating to area of assignment
- Acts as interdepartmental liaison relating to administrative or project support functions for the office and for compliance with Town regulations and practices relating to those functions

- Collects and compiles data for reports; prepares and routes reports as required
- Coordinates the design, publication and distribution of the Town's newsletter
- Performs monitoring functions to ensure deadlines are met
- May provide clerical support to the City Manager and Assistant City Manager and Administrative Technician III related to FPPC requirements, election activities, City Council ordinances, resolutions, agenda materials and meeting minutes, management and Council Members' scheduling, specialized correspondence for various managers and/or Council Members
- Determines appropriate accounting codes for expenditures
- Provides backup to Administrative Technician III duties and responsibilities
- Conducts research and provides options to supervisor regarding procurement of supplies, services, etc.
- May work with confidential material occasionally
- Performs related duties as assigned

As Assistant to the Director of Recreation Services:

- Coordinates and develops programs and activities for Adult & Senior residents
- Greets visitors to the Community Center
- Leads trips, activities, and special outings
- Enrolls individuals in recreation classes and enter data into tracking system
- Reserve recreation facilities for residents, taking monies and balancing receipts
- Coordinates Facility Rentals with residents
- Facilitates events at the Community Center
- Prepares and distributes Town of Colma identification cards; verify residency

Administrative Technician III:

In addition to responsibilities and duties listed for Administrative Technician II:

- Responds to complex public inquiries both on the telephone and in person, and refers to an appropriate staff member for more specific information as appropriate
- Serves as lead of the Administrative Technicians I/II
- Coordinates telephone operations and training sessions
- Provides advanced support to management and Council Members
- Assists and may initiate development of procedures, operating manuals, written material, budgets, forms, charts and/or other documents or projects
- Serves on committees and task forces, as needed
- Proofreads for accuracy, technical consistency, correct form, content and proper English usage; composes correspondence and memos
- Researches, compiles and analyzes data for reports; develops and maintains databases; may provide analytical support to management projects
- Assists in the preparation of and posts agendas and agenda materials under direction
- Prepares for inter and intra agency meetings
- Takes and prepares meeting minutes as necessary
- Works on special projects
- Works with sensitive and confidential material on a regular basis including personnel, police and litigation related files
- Performs related duties as assigned

As Assistant to the City Clerk:

- Performs complex clerical and administrative duties under the direction of the City Clerk or Deputy City Clerk related to FPPC requirements, election activities, City Council ordinances, resolutions, agenda materials and meeting minutes, management and Council member scheduling, specialized correspondence for various managers and/or Council Members
- Takes and records minutes at City Council meetings

As Executive Assistant to the Chief of Police:

- Participate in the ongoing development of Police, community and business relations
- Greets and screens visitors to the Police Facility
- Assists with State training reimbursement process
- Manages police personnel files
- Tracks and monitors P.O.S.T. training and timesheets

QUALIFICATIONS

Administrative Technician I and II:

Knowledge of:

- Modern Office Technology
- Principles and practices of customer service
- Methods and techniques of administrative analysis
- Pertinent Federal, State, Town and department guidelines and procedures
- Standard office and administrative policies and procedures
- Computer applications involving word processing, spreadsheets, data entry, database access and/or standard report generation
- Standard office practices and procedures, including filing and the operation of standard office equipment, including a computer and applicable software
- Business letter writing and the standard format for typed materials
- Methods and techniques for basic report preparation and writing
- Recordkeeping principles and practices
- Basic mathematical principles

Ability to:

- Represent Town in a positive manner
- Establish, maintain and foster cooperative working relations with others from diverse backgrounds, including elected officials, co-workers and the public effectively and with courtesy, in person, via e-mail and over the phone
- Follow written and oral instructions and procedures
- Communicate effectively, both orally and in writing, by using proper English grammar, spelling and punctuation
- Type accurately at a speed of 30 words per minute
- Maintain confidentiality
- Compile, correlate and analyze a large volume of written and numerical data
- Conceive and effectively propose solutions to problems
- Acquire knowledge of, interpret and apply policies, procedures, codes, regulations and laws related to assignment Town department, other functions of the city and other governmental agencies in a timely manner
- Effectively train and/or educate other employees
- Perform duties on a regular and consistent basis; meet critical deadlines

- Process, input, compute and reconcile financial data
- Provide general clerical support
- Coordinate office functions
- Make adjustments to standard operating procedures as is appropriate
- Prepare and maintain accurate documents, records and reports
- Maintain accurate office files
- Respond to and interact with

Administrative Technician III:

In addition to responsibilities and duties listed for Administrative Technician II:

Knowledge of:

- Basic techniques of supervision
- Specialized recordkeeping principles and procedures
- Public administration principles; requirements of the Brown Act; California municipal legislative processes, records retention, and election laws and procedures; reporting requirements of the Political Reform Act of 1979 as amended
- P.O.S.T. training requirements (Police Department only)

Ability to:

- Perform most complex administrative secretarial and clerical duties with speed and accuracy; understand and explain pertinent policies and procedures
- Exercise sound judgment
- Take accurate meeting minutes
- Keep current knowledge of municipal law and procedures, election laws, political reform

EDUCATION AND EXPERIENCE*

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Administrative Technician I

- Education: Equivalent to the completion of the twelfth grade
- Experience: Two years of increasingly responsible clerical, secretarial or technical experience, preferably with a municipality

Administrative Technician II

- Education: Equivalent to the completion of the twelfth grade
- Experience: Three years of increasingly responsible clerical, secretarial or technical experience, preferably with a municipality

Administrative Technician III

- Education: Equivalent to the completion of the twelfth grade, college coursework desirable
- Experience: Five years* of increasingly responsible secretarial and clerical experience involving frequent public contact, preferably with a municipality
- California Municipal City Clerk Certification desirable; Must be able to attain within three years of appointment

*A Bachelor's degree may substitute for up to three years relevant experience

Licenses

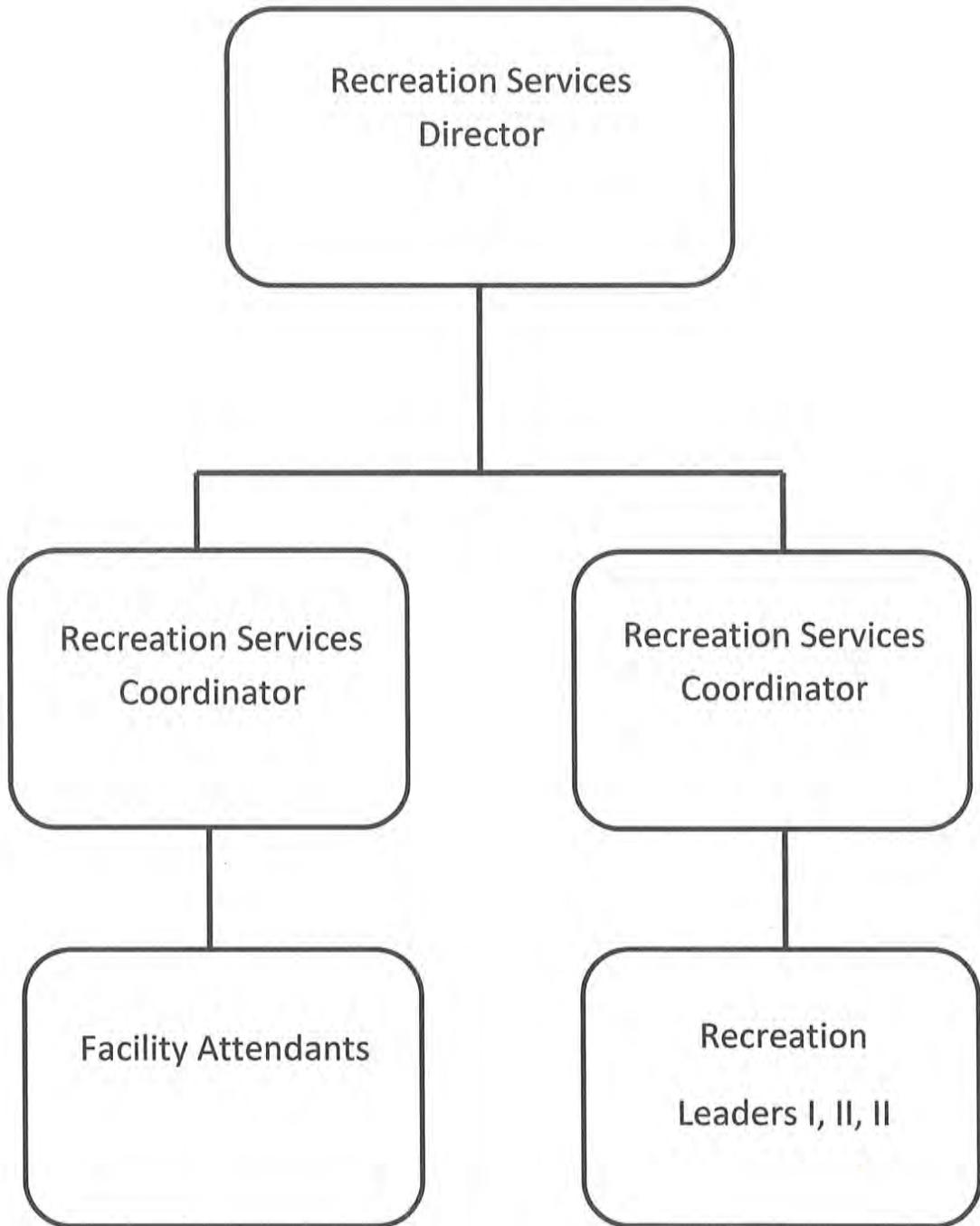
Possession of an appropriate valid California Driver's License

SPECIAL REQUIREMENTS

These functions may be performed with or without reasonable accommodation:

- Speak clearly and understandably
- Review reports and correspondence quickly and accurately
- Report to work at any hour of day or night as required by disaster or other emergency situation
- Use dexterity and vision necessary to operate computer equipment with a high degree of productivity
- Intermittently twist to reach equipment in their work area
- Perform simple grasping and fine manipulation
- Operate basic office equipment (i.e. telephone, copier, calculator, etc.)
- Attend and participate in evening meetings as assigned
- Use dexterity and vision necessary to operate computer equipment with a high degree of productivity
- On a continuous basis, must sit at a desk and in meetings for long periods of time
- Perform all duties listed on the job description except those determined to be incidental

Recreation Services Department





STAFF REPORT

TO: Mayor and Members of the City Council

FROM: William C. Norton, Interim City Manager *W.C.N.*

MEETING DATE: January 8, 2013

SUBJECT: Prepayment of Certificates of Participation (COPs)

RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION AUTHORIZING PREPAYMENT OF THE 2003 CERTIFICATES OF PARTICIPATION.

EXECUTIVE SUMMARY

The proposed resolution would pay off the balance of the certificates of participation, saving about \$7,000,000 in interest payments between 2014 and 2033.

FISCAL IMPACT

The proposed prepayment would save \$7,041,366 in interest costs between 2014 and 2033, less accrued interest for FY 2014. In addition, the Town would not be paying annual payments of principal and interest, which range from almost \$1,000,000 from 2014 through 2018 to almost \$15,000,000 in the years from 2019 to 2033. This would allow the Town to utilize the funds for other purposes, including rapidly re-building the reserves.

BACKGROUND

On June 1, 2003, the Town entered into a lease agreement with Public Property Financing Corporation of California to finance \$14,900,000 for the Town's Police Station, Community Center, and Historical Museum. The lease agreement obligates the Town to make annual lease payments each November 1st and May 1st, commencing November 1, 2003, until May 1, 2033, or until the balance is prepaid. The agreement contains a prepayment prohibition, which expired on May 1, 2013.

The following table shows the remaining scheduled payments on the COPs:

Fiscal Year	Principal	Interest	Total
2014	\$395,000	\$560,372	\$955,372
2015	\$410,000	\$546,942	\$956,942
2016	\$425,000	\$532,182	\$957,182
2017	\$440,000	\$516,456	\$956,456
2018	\$455,000	\$499,736	\$954,736
2019 - 2023	\$2,580,000	\$2,204,428	\$4,784,428
2024 - 2028	\$3,250,000	\$1,539,500	\$4,789,500
2029 - 2033	\$4,145,000	\$641,750	\$4,786,750
TOTAL:	\$12,100,000	\$7,041,366	\$19,141,366

ANALYSIS

The COPs can be paid off without negatively impacting the Town's reserves.

Pursuant to Administrative Code 1.09.15 (attached), the Town has the following amounts in its reserves:

<u>Restricted Reserve</u>	
Cash held by COP administrator	\$959,750
<u>Committed Reserves</u>	
Retiree Health Care Reserve \$392,000 x 2 years	\$784,000
Budget Stabilization Reserve \$12,402,781 x 1.33 years	<u>\$16,495,698</u>
Total	<u>\$17,279,698</u>
<u>Assigned Reserves</u>	
Litigation Reserves	\$100,000
Insurance Reserve	\$100,000
Disaster Response and Recovery Reserve	<u>\$750,000</u>
Total	\$950,000
<u>Unassigned Reserves</u>	\$17,682,217
Total Reserves:	\$36,871,665

Restricted fund balance is money the Town is required to set aside for a specific purpose by another agency or by the legislation that created it. The term restricted is used because the City Council does not have discretion over the use of the funding; it has to be used for the purpose defined by the outside agency or enabling legislation. The amount shown here is required by the terms of the COPs that were issued several years ago.

The *Committed* fund balance category includes amounts set aside for a specific purpose by formal action of the City Council. *Committed* fund balance is money the City Council sets aside and controls, so it can decide to set less money aside or no money aside, by taking action at a

public meeting. The Council previously determined that there would be a Retiree Health Care Reserve to pay for two years of premiums for retiree health benefits, and a Budget Stabilization Reserve equal to 133% of the annual operating budget, so there would be funding to support city programs if revenue doesn't come in as expected. The Town's Budget Stabilization Reserve is much higher than what most cities have established; the norm is closer to 25%.

Funds in the *Assigned Reserves* can only be used for the specific purpose shown. If the contingency occurs, the money can be spent; otherwise, it must be held in reserve.

The *Unassigned Reserve* fund balance is money that is left over once all the other fund balance categories have been counted. *These funds are available for any purpose.*

The Unassigned Reserves are adequate to prepay the COPs and leave adequate funding for important projects, such as remodeling Town Hall., as shown in the following tables:

COP Balance Due	\$12,100,000
Less cash held by COP administrator	<u>- \$959,750</u>
Cash needed from Reserves to pay off COPs	\$11,140,250
Unassigned Reserves, before pay-off	\$17,682,217
Less cash needed to pay COPs	<u>- \$11,140,250</u>
Unassigned Reserves, after pay-off	\$6,541,967

Reasons for Paying Off the COPs

There are several reasons for paying off the COPs. First, the Town would be saving a large sum of money; about seven million dollars.

The attached graph shows the declining interest rate on invested funds, and the increasing rate of interest of the COPs.

Second, the Town would be reducing its annual debt payments by almost \$1,000,000 each year from 2014 to 2018 and almost \$5,000,000 from 2019 to 2033. In turn, it would be easier to balance the budget and to fund new projects on a pay-as-you go basis.

Third, you would be making the responsible decision, which each of you pledged to do:

I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.

Alternatives

There are three alternatives: 1) the Council could continue to pay off the COPs on an annual basis until 2033; 2) the Council could direct staff to pay off only a portion of the COPs, which would save some of the interest costs; or 3) the Council could authorize a refunding of the COPs with another debt insurance at a lower rate, which would save some of the interest costs, the amount of which would be determined by the debt market at the time of issuance.

CONCLUSION

Staff recommends that the City Council, by resolution, approve the prepayment of the 2003 Certificates of Participation. Not only will the Town save about \$7,000,000 in interest cost, but the annual saving from elimination of debt service payments will allow the council to utilize the funds for other purposes, including re-building the reserves.

ATTACHMENTS

- A. Resolution
- B. Colma COPs Interest Rates Graph
- C. San Mateo County (SMC) Local Agency Investment Fund (LAIF) Interest Earnings (2002-03 through YTD 2013-14)
- D. Administrative Code 1.09

RESOLUTION NO. 2014-##
Of the City Council of the Town of Colma

**RESOLUTION AUTHORIZING PREPAYMENT OF THE
2003 CERTIFICATES OF PARTICIPATION**

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

1. Background and Findings

(a) On June 1, 2003, the Town entered into a lease agreement with Public Property Financing Corporation of California to finance \$14,900,000 for the Town's Police Station, Community Center, and Historical Museum. The lease agreement obligates the Town to make annual lease payments each November 1st and May 1st, commencing November 1, 2003, until May 1, 2033, or until the balance is prepaid. The agreement contains a prepayment prohibition, which expired on May 1, 2013.

(b) Having prudently considered the financial impacts of the decision reflected in this resolution and having taken into account the long-term financial needs of the agency, especially its financial stability, the City Council finds that prepayment of the 2003 COPs is the responsible decision because:

(i) the Town would be saving about \$7,000,000 in interest over the term of the debt;

(ii) the Town would be reducing its annual debt payments by almost \$1,000,000 each year from 2014 to 2018 and almost \$5,000,000 from 2019 to 2033, which will make it easier to balance the budget and to fund new projects on a pay-as-you go basis; and

(iii) after prepayment of the COPs, the Town's reserves would still be adequate to cover all foreseeable contingencies, including an economic downturn, litigation risks, and disaster relief.

2. Order

The City Manager is authorized and directed to prepay the 2003 Certificates of Participation in full and to obtain a release, satisfactory to the City Attorney, of all interests held by the bondholders in properties owned by the Town as security for payment of the COPs.

Certification of Adoption

I certify that the foregoing Resolution No. 2014-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on January 8, 2014, by the following vote:

///

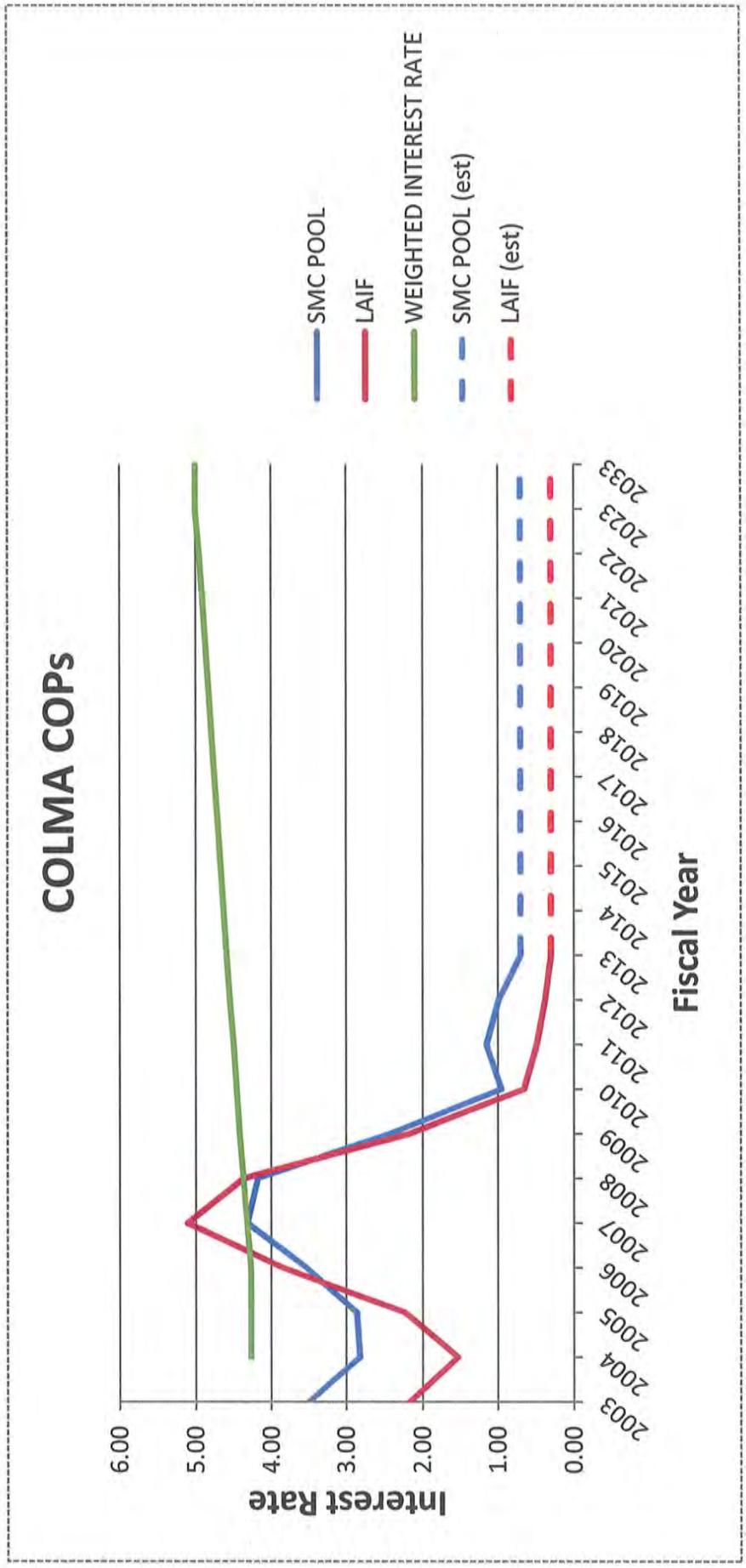
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Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fisicaro, Mayor

Attest: _____
William Norton, City Clerk



San Mateo County Pool 3 and Local Agency Investment Fund (LAIF)

<u>FY 02-03</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	3.84%	3.59%	3.66%	3.71%	3.69%	2.63%
Q2	3.69%	3.47%	3.53%	3.56%	3.54%	2.31%
Q3	3.64%	3.42%	3.48%	3.52%	3.49%	1.98%
Q4	3.41%	3.19%	3.24%	3.28%	3.26%	1.77%
Year Avg	3.65%	3.42%	3.48%	3.52%	3.50%	2.17%
<u>FY 03-04</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	3.22%	2.97%	3.05%	3.10%	3.07%	1.63%
Q2	3.04%	2.78%	2.87%	2.91%	2.89%	1.56%
Q3	2.94%	2.70%	2.77%	2.81%	2.79%	1.47%
Q4	2.68%	2.44%	2.52%	2.56%	2.53%	1.44%
Year Avg	2.97%	2.72%	2.80%	2.85%	2.82%	1.53%
<u>FY 04-05</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	2.83%	2.55%	2.64%	2.70%	2.67%	1.67%
Q2	2.93%	2.65%	2.76%	2.80%	2.77%	2.00%
Q3	3.04%	2.81%	2.87%	2.91%	2.89%	2.38%
Q4	3.23%	3.02%	3.07%	3.11%	3.09%	2.85%
Year Avg	3.01%	2.76%	2.84%	2.88%	2.86%	2.23%
<u>FY 05-06</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	3.32%	3.11%	3.15%	3.19%	3.17%	3.18%
Q2	3.57%	3.43%	3.44%	3.45%	3.44%	3.63%
Q3	3.61%	3.47%	3.48%	3.48%	3.48%	4.03%
Q4	4.13%	4.01%	4.01%	4.01%	4.01%	4.53%
Year Avg	3.66%	3.51%	3.52%	3.53%	3.53%	3.84%
<u>FY 06-07</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	4.02%	3.89%	3.90%	3.90%	3.90%	4.94%
Q2	4.33%	4.20%	4.21%	4.21%	4.21%	5.11%
Q3	4.66%	4.52%	4.53%	4.53%	4.53%	5.17%
Q4	4.77%	4.64%	4.64%	4.64%	4.64%	5.23%
Year Avg	4.45%	4.31%	4.32%	4.32%	4.32%	5.11%

San Mateo County Pool 3 and Local Agency Investment Fund (LAIF)

<u>FY 07-08</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	4.76%	4.63%	4.63%	4.63%	4.63%	5.24%
Q2	4.65%	4.51%	4.52%	4.53%	4.52%	4.96%
Q3	4.52%	4.36%	4.38%	4.39%	4.39%	4.18%
Q4	3.29%	3.13%	3.15%	3.16%	3.16%	3.11%

Year Avg 4.31% 4.16% 4.17% 4.18% 4.18% 4.37%

<u>FY 08-09</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	3.44%	3.28%	3.31%	3.32%	3.31%	2.77%
Q2	2.54%	2.40%	2.41%	2.41%	2.41%	2.54%
Q3	1.86%	1.64%	1.71%	1.73%	1.72%	1.91%
Q4	2.42%	2.22%	2.27%	2.30%	2.28%	1.51%

Year Avg** 2.57% 2.39% 2.43% 2.44% 2.43% 2.18%

<u>FY 09-10</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	1.02%	0.85%	0.88%	0.90%	0.89%	0.90%
Q2	1.11%	0.89%	0.96%	0.98%	0.97%	0.60%
Q3	1.01%	0.82%	0.87%	0.89%	0.87%	0.56%
Q4	1.20%	1.01%	1.06%	1.08%	1.06%	0.56%

Year Avg** 1.09% 0.89% 0.94% 0.96% 0.95% 0.66%

<u>FY 10-11</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	1.45%	1.30%	1.32%	1.33%	1.32%	0.51%
Q2	1.17%	0.98%	1.04%	1.05%	1.04%	0.46%
Q3	1.12%	0.96%	1.00%	1.01%	1.00%	0.51%
Q4	1.35%	1.16%	1.22%	1.24%	1.22%	0.48%

Year Avg** 1.27% 1.10% 1.15% 1.16% 1.15% 0.49%

<u>FY 11-12</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	1.31%	1.15%	1.18%	1.19%	1.18%	0.38%
Q2	1.10%	0.88%	0.97%	0.99%	0.97%	0.40%
Q3	1.02%	0.86%	0.90%	0.91%	0.90%	0.38%
Q4	1.02%	0.83%	0.88%	0.91%	0.89%	0.36%

Year Avg** 1.11% 0.93% 0.98% 1.00% 0.99% 0.38%

<u>FY 12-13</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	0.87%	0.71%	0.74%	0.75%	0.74%	0.36%
Q2	0.95%	0.76%	0.82%	0.83%	0.82%	0.33%
Q3	0.78%	0.62%	0.65%	0.66%	0.65%	0.28%
Q4	0.73%	0.56%	0.60%	0.61%	0.60%	0.24%

Year Avg** 0.82% 0.66% 0.70% 0.71% 0.70% 0.30%

<u>FY 13-14</u>	<u>Gross</u>	<u>Pool 1</u>	<u>Pool 2</u>	<u>Pool 3</u>	<u>Pool Avg</u>	<u>LAIF</u>
Q1	0.79%	0.62%	0.65%	0.67%	0.66%	0.26%
Q2						
Q3						
Q4						

Year Avg**

- (c) Projected deficiencies in any department by fund must be corrected by:
- (1) An inter-departmental appropriation transfer; or
 - (2) An appropriation transfer from Reserves.
- (d) If additional funds are not available to correct a projected deficiency, the City Manager shall take such steps necessary to reduce expenditures in said department, including a freeze on filling vacant positions or restrictions on purchase orders.
- (e) The City Council shall act on any projected fund deficits prior to the close of the Fiscal Year.

[History: ORD. 503, 12/11/96; ORD. 533, 7/8/98; ORD 666, 2/13/08; RES 2011-40]

Division Three: General Fund Reserves

1.09.140 Purposes

The Town will establish and maintain reserve balances to:

- (a) Guard its citizens against service disruptions in the event of economic uncertainties, local disasters and other financial hardships;
- (b) Provide for fluctuations in revenues and expenditures while ensuring adequate cash flow;
- (c) Enable the Town to implement innovative opportunities for the betterment of the community; and
- (d) Demonstrate continued credit worthiness to bond rating agencies and the financial community.

[History: RES. 2011-40]

1.09.150 General Fund Reserve Policy

- (a) The General Fund shall contain reserves, which shall be classified as Nonspendable Fund Balance, Committed Reserve, Assigned Reserve, or Unassigned Reserve. The Town shall maintain minimum reserve balances according to the requirements forth in this section.
- (b) The Nonspendable Fund Balance shall be maintained in an amount as required by law and Generally Accepted Accounting Principles (GAAP).
- (c) **Committed Reserves** shall be maintained as follows:
 - (1) There shall be a Debt Reduction reserve, in an amount reasonably estimated to pay the Town's debt service (principal plus interest) on any outstanding, long-term debt instruments, including Certificates of Participation, for two years;

- (2) There shall be a Retiree Healthcare Reserve, in an amount reasonably estimated to pay the Town's liabilities for retiree healthcare benefits for two years; and
 - (3) There shall be a Budget Stabilization Reserve, in an amount sufficient to ensure continuity of operations in the event of a severe economic downturn, which amount is hereby determined to be 133% (rounded to the nearest \$100,000) of the General Fund expenditures for the prior fiscal year.
- (d) **Assigned Reserves** shall be maintained as follows:
- (1) There shall be a Litigation Reserve, in the amount of \$100,000, to pay the Town's costs and attorneys' fees necessary for the initiation or defense of new litigation authorized by the City Council after adoption of a budget for the fiscal year in which the litigation commenced;
 - (2) There shall be an Insurance Reserve, in the amount of \$100,000, to pay for any deductibles charged to the Town by its insurance carrier(s) not accounted for in the adopted budget; and
 - (3) There shall be a Disaster Response and Recovery Reserve, in the amount of \$750,000, to pay the Town's costs of emergency repairs to or replacements of parts of the Town infrastructure damaged by any natural or man-made disaster, or to abate or prevent further damage to life or property.
- (e) The **Unassigned Reserve** shall consist of the balance of all amounts not otherwise expended, encumbered, or reserved.

[History: ORD. 503, 12/11/96; ORD. 533, 7/8/98; RES 2011-40]

1.09.160 Transfer of Committed Reserves

- (a) No transfer shall be made from the Committed Reserves, e.g, the Debt Reduction Reserve, Employee Healthcare Reserve or the Budget Stabilization Reserve, without express approval of the City Council given at an open and public meeting.
- (b) Committed Reserves shall not be replenished without express approval of the City Council given at an open and public meeting.

[History: RES. 2011-40]

1.09.170 Use, Transfer and Replenishment of Assigned Reserves

- (a) On occurrence of a condition for which the Litigation Reserve, the Insurance Reserve or the Disaster Response and Recovery Reserve was created, the City Manager may transfer funds from the appropriate reserve, up to the balance of such reserve, to the appropriate department or departments in the operating budget to abate the condition for which the reserve was created. Any such transfer shall be reported to the City Council within thirty days.
- (b) Assigned Reserves shall not be replenished without express approval of the City Council given at an open and public meeting.