



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

Thursday, February 13, 2014 at 7:30 PM

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

PRESENTATION

- Presentation of Holiday Decorating Awards
- Swearing In of New Police Officer Dang Duong
- Presentation on Citizen Emergency Response Training by Fire Chief Geoff Balton
- Presentation on Commuter Benefits Bill by John Ford, Executive Director of Peninsula Traffic Congestion Relief Alliance

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 January 8, 2014 Regular Meeting.
2. Motion to Accept the Minutes from the January 29, 2014 Special Meeting.
3. Motion to Approve Report of Checks Paid for January 2013.
4. Motion to Adopt a Resolution Amending Subchapter 3.06 and Certain Sections of the Colma Administrative Code, Relating to Family, Medical, and Pregnancy Disability Leaves of Absences.
5. Motion to Adopt a Resolution Authorizing City Manager to Execute Addendum 2 to Dyett and Bhatia Contract for Urban Design and General Plan Services.
6. Motion to Adopt a Resolution Supporting an Application for Measure A Pedestrian and Bicycle Program Funding Related to the Hillside Boulevard Improvements, Phase I.
7. Motion to Adopt a Resolution Adding Subchapter 4.03 to the Colma Administrative Code, Relating to Grants and Donations, and Re-Numbering Other Sections.

8. Motion Confirming the Town of Colma's Participation in the 3rd Annual National Mayor's Water Conservation Challenge, April 1-30, 2014.
9. Motion to Adopt a Resolution Approving First Amended Joint Exercise of Powers Agreement for San Mateo Operational Area Emergency Services Organization.

NEW BUSINESS

10. COLMA BART SHUTTLE

Consider: Motion Authorizing City Manager to Sign a Support Letter and to Provide Two Year Funding Support for Colma BART Shuttle.

11. CHAMBER OF COMMERCE AGREEMENT

Consider: Motion to Adopt Resolution Approving Contract with Colma-Daly City Chamber of Commerce.

12. TOWN'S SUSTAINABILITY POLICY

Consider: Motion to Adopt a Resolution Adding subchapter 1.15 to the Colma Administrative Code Providing for a Sustainability Policy.

13. PG&E ENERGY EFFICIENCY RETROFIT PROGRAM ON BILL FINANCING

Consider: Motion to Adopt a Resolution Authorizing a Contract with Pacifica Gas & Electric Company (PG&E) for an Interest Fee Loan Through PG&E's Energy Efficiency Retrofit Program, also known as On-Bill Financing.

14. MID-YEAR BUDGET REVIEW

Consider: Motion to Accept the Report.

PUBLIC HEARING

15. HOME DEPOT PRO AND 280 METRO CENTER

- a) *Consider:* Motion to Adopt a Resolution Approving Amended Conditional Use Permit for 280 Metro center Located at 1-200 Colma Boulevard, Excluding 2 Colma Boulevard.
- b) *Consider:* Motion to Adopt a Resolution Approving a Conditional Use Permit for an Outdoor Light-Duty Equipment rental Area at Home Depot Pro, Operating at 91 Colma Boulevard.

COUNCIL CALENDARING

REPORTS

Mayor/City Council

Mayor Helen Fisicaro

City Manager

Sean Rabé

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, January 8, 2014
7:30 p.m.

CALL TO ORDER

Mayor Helen Fiscaro called the Regular Meeting of the City Council to order at 7:31 p.m.

Council Present – Mayor Helen Fiscaro, 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, Director of Public Works Brad Donohue, Recreation Services Director Brian Dossey, City Planner Michael Laughlin, Police Commander Kirk Stratton, Assistant City Attorney Christopher Diaz and Administrative Technician III Caitlin Corley were in attendance.

Also Present – City Treasurer Laura Walsh was in attendance.

ADOPTION OF THE AGENDA

Mayor Fiscaro asked for a motion to adopt the agenda with item #4 removed.

Action: Council Member Silva moved to adopt the agenda with changes; 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 Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
<i>Voting Tally</i>	5	0	0		

REPORT FROM CLOSED SESSION

Mayor Fiscaro stated that there was no reportable action taken at the closed session meeting on January 8, 2014 at 6:30 p.m.

PRESENTATIONS

Council presented Joan Guerra with a proclamation and gift in honor of her retirement.

PUBLIC COMMENTS

Mayor Fisicaro opened the public comment period at 7:39 p.m. Pat Hatfield, President of the Colma Historical Association, gave an update of fundraising efforts for the historical video project. The Mayor closed the public comment period at 7:40 p.m.

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. REMOVED FROM AGENDA
5. Motion to Adopt a Resolution Approving Reciprocal Easements Agreement for Access and Parking Purposes and Accepting Grant of Easement.

Action: Council Member del Rosario moved to approve the Consent Calendar items #1 through 5, excluding item #4; 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		

NEW BUSINESS

6. RECREATION DEPARTMENT STAFF CHANGES

Recreation Services Director Brian Dossey presented the staff report. Mayor Fisicaro opened the public comment period at 7:46 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

Action: Council Member del Rosario moved to Adopt a Resolution Approving Staff Changes for the Recreation Services Department; the motion was seconded by Council Member Colvin 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>	4	1	0		

7. PREPAYMENT OF CERTIFICATES OF PARTICIPATION

Interim City Manager Bill Norton presented the staff report. Mayor Fisicaro opened the public comment period at 8:04 p.m. Sean Rabé made a comment. The Mayor closed the public comment period at 8:05 p.m. Council discussion followed.

Action: Council Member del Rosario moved to Adopt a Resolution Authorizing Prepayment of the 2003 Certificates of Participation; the motion was seconded by Council Member 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		

COUNCIL CALENDARING

The next Regular City Council Meeting will be on **Thursday, February 13, 2014** at the Colma Community Center, due to the usual Wednesday date falling on a Town Holiday.

REPORTS

Council Members reported on the events listed below:

Helen Fisicaro

- Council of Cities Dinner, hosted by Colma, 12/13
- Leadership Forum Commencement Dinner, 12/12
- Senior Holiday Luncheon, 12/18

Rae Gonzalez

- Council of Cities Dinner, hosted by Colma, 12/13

Joanne F. del Rosario

Council of Cities Dinner, hosted by Colma, 12/13
Senior Holiday Luncheon, 12/18

Joe Silva

Council of Cities Dinner, hosted by Colma, 12/13

Diana Colvin

Council of Cities Dinner, hosted by Colma, 12/13

ADJOURNMENT AND CLOSE IN MEMORY

The meeting was adjourned by Mayor Fiscaro at 8:15 p.m. in memory of Nick Gust, former Mayor of Pacifica, Janet Podesta, longtime community member, and Bernice Stanton, a relative of Mayor Fiscaro.

Respectfully submitted,



Caitlin Corley
Administrative Technician III

**MINUTES
REGULAR MEETING**

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

**Wednesday, January 29, 2014
6:30 p.m.**

CALL TO ORDER

Mayor Helen Fiscaro called the Special Meeting of the City Council to order at 6:33 p.m.

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

Staff Present – City Manager Sean Rabé, City Attorney Roger Peters, Director of Public Works Brad Donohue, Recreation Services Director Brian Dossey, City Planner Michael Laughlin Human Resources Manager Lori Burns and Administrative Technician III Caitlin Corley were in attendance.

PRESENTATION

1. **PROCLAMATION HONORING INTERIM CITY MANAGER BILL NORTON**

Council presented Interim City Manager Bill Norton with a proclamation in honor of his service to the Town. Pat Hatfield, president of the Colma Historical Association presented Mr. Norton with a certificate in honor of his service to the Town.

NEW BUSINESS

2. **SELECTION OF ARCHITECT FOR TOWN HALL RENOVATION PROJECT**

Director of Public Works Brad Donohue presented the staff report and introduced the representatives from Ratcliff. Representatives from Ratcliff presented their proposal. Council discussion followed. Mayor Fiscaro opened the public comment period at 7:32 p.m. Resident Pat Hatfield made a comment. The Mayor closed the public comment period at 7:34 p.m.

The Mayor called for a short recess at 7:38 p.m. The meeting reconvened at 7:48p.m.

Brad Donohue introduced the representatives from Page & Turnbull. Representatives from Page & Turnbull presented their proposal. Council discussion followed. Mayor Fiscaro opened the public comment period at 8:26 p.m. Residents Mary Brodzin and Pat Hatfield made comments. The mayor closed the public comment period at 8:39pm. More Council discussion followed.

Action: Mayor Fiscaro made a motion approving the selection of Ratcliff as the architectural firm for the renovation of the Colma Town Hall Facility and directing the City Manager to negotiate a contractual agreement between Town and Ratcliff and to set a date to bring before City Council once the contract is agreeable to both parties for the City

Council to approve and execute the agreement between the Town of Colma and Ratcliff for the renovation of the Colma Town Hall; the motion was 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		

ADJOURNMENT

The meeting was adjourned by Mayor Fiscaro at 9:21 p.m.

Respectfully submitted,



Caitlin Corley
Administrative Technician III

Final Check List
Town of Colma

apChkLst
01/07/2014 9:50:28AM

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
38987	1/14/2014	00003	1052	12/13/2013	Install/Replace GFI Light Poles/	1,115.00	1,115.00
38988	1/14/2014	00004	000004951955	12/13/2013	PHONE BILL	2,468.15	
			000004952234	12/13/2013	PHONE BILL	89.12	
			000004952233	12/13/2013	PHONE BILL	56.30	2,613.57
38989	1/14/2014	00051	1727052702	12/23/2013	CALIFORNIA WATER SERVICE 6544607057 SW Corner Hillside	123.55	
			1727052702	12/18/2013	1727052702 JSB across from F	60.02	183.57
38990	1/14/2014	00071	Oct 26-Nov 29, 2	12/20/2013	CSG	142,327.50	142,327.50
38991	1/14/2014	00093	515374	12/11/2013	TRAFFIC SIGNAL MAINTENANCE	1,013.80	1,013.80
38992	1/14/2014	00111	Oct - Dec 2013	12/23/2013	SMIP FEES	158.40	158.40
38993	1/14/2014	00117	BE00078176	12/1/2013	DENTAL INSURANCE	10,915.60	
			BE000707183	1/1/2014	DENTAL INSURANCE	10,915.60	21,831.20
38994	1/14/2014	00140	12/22/13 Gogan	12/22/2013	Postage	3,266.40	
			12/22/13 Dossey	12/22/2013	CREDIT CARD CHARGE	3,141.62	
			12/22/13 Burns	12/22/2013	CREDIT CARD CHARGE	461.37	
			12/22/13 Fisicart	12/22/2013	CREDIT CARD CHARGE	393.16	
			12/22/13 Guerra	12/22/2013	CREDIT CARD CHARGE	384.89	
			12/22/13 Stratton	12/22/2013	CREDIT CARD CHARGE	28.80	
			12/22/13 Read	12/22/2013	CREDIT CARD CHARGE	26.00	7,702.24
38995	1/14/2014	00169	1435	12/27/2013	PLANT MAINTENANCE	780.00	780.00
38996	1/14/2014	00192	INC170456A	12/20/2013	12 Mutt Mitt Hangable Header,	896.01	896.01
38997	1/14/2014	00214	24722	12/22/2013	500 Accident Exchange Informa	70.41	70.41
38998	1/14/2014	00254	140109	1/1/2014	Jan 2014 Two Way Radios Mai	602.00	602.00
38999	1/14/2014	00307	0092128195-2	12/19/2013	PG&E	1,623.21	
			0567147369-1	12/24/2013	PG&E	320.33	
			9248309814-8	12/19/2013	PG&E	206.65	
			0678090639-9	12/13/2013	PG&E	40.51	
			9593452526-2	12/30/2013	PG&E	28.63	
			2039987372-6	12/18/2013	PG&E	11.05	
			9956638930-2	12/18/2013	PG&E	9.94	2,240.32
39000	1/14/2014	00366	14-109	12/30/2014	2014 Calendar Year APBnet-TF	265.00	265.00
39001	1/14/2014	00432	Jan 2014	12/19/2013	VISION SERVICE PLAN	885.04	885.04
39002	1/14/2014	00449	12/24/2013	12/24/2013	CREDIT CARD CHARGE	6,166.67	6,166.67
39003	1/14/2014	00602	Oct - Dec 2013	12/26/2013	RETIREE MEDICAL REIMBUR	2,328.15	2,328.15
39004	1/14/2014	00830	8028142938	12/21/2013	HP15A Toner, Steel 6-Box Loc	815.70	815.70

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39005	1/14/2014	01030	1302433	12/20/2013	MONTHLY SERVICE CONTRA	4,545.00	
			1302434	12/20/2013	MONTHLY SERVICE CONTRA	259.95	
			1302435	12/20/2013	MONTHLY SERVICE CONTRA	259.95	
			1302436	12/20/2013	MONTHLY SERVICE CONTRA	259.95	
			1302371	12/16/2013	1/10/14-1/9/15 Storage System	180.00	5,504.85
39006	1/14/2014	01036	MANAGED HEALTH NETWORK 3200053858	12/17/2013	EMPLOYEE ASSISTANCE PR	118.00	118.00
39007	1/14/2014	01037	COMCAST CABLE	12/26/2013	COMCAST CABLE TV	21,960.59	21,960.59
39008	1/14/2014	01076	API CONSULTING	12/27/2013	RECORDS MANAGEMENT	4,706.25	4,706.25
39009	1/14/2014	01276	GONZALEZ, RAE	12/31/2013	12/31/13 Teen Holiday Party Re	7.00	7.00
39010	1/14/2014	01359	WALSH, LAURA	12/31/2013	12/31/13 Teen Holiday Party Re	14.00	14.00
39011	1/14/2014	01370	VERIZON WIRELESS SERVICE 9716668257	12/15/2013	CELL PHONE SERVICE	660.59	660.59
39012	1/14/2014	01511	GONZALEZ, ALEJANDRA	12/30/2013	12/23/13 Deposit Refund 12/21,	50.00	50.00
39013	1/14/2014	01540	R & S ERECTION NORTH PEN34060	12/16/2013	Install 1 0' x 12' Porvene Rollir	2,492.00	2,492.00
39014	1/14/2014	01549	BURNS, LORI	12/31/2013	12/31/13 Mileage & BART Tick	11.55	11.55
39015	1/14/2014	01552	FORTE PRESS CORPORATION 51496	12/24/2013	BUSINESS CARDS	213.75	213.75
39016	1/14/2014	01565	BAY CONTRACT MAINTENAN Dec 2013	12/10/2013	JANITORIAL SERVICES	8,250.69	8,250.69
39017	1/14/2014	01569	DARLING INTERNATIONAL IN 600:2421078	12/23/2013	TRAP SERVICE CHARGE	79.71	79.71
39018	1/14/2014	01652	AU ELECTRIC CORPORATION 32753	12/13/2013	Jan 1 - Mar 31, 2014 Commerc	105.00	105.00
39019	1/14/2014	01972	LORAL LANDSCAPING, INC	12/1/2013	STREET MAINTENANCE DEC	6,094.00	6,094.00
			65903	12/1/2013	MAINTENANCE DEC 2013	5,246.00	5,246.00
			65905	12/11/2013	GOPHER CONTROL AT TOWI	950.00	950.00
			65895	12/20/2013	1500 Hillside Additional Tree W	234.00	234.00
39020	1/14/2014	02052	OROZCO, VRINA	12/23/2013	12/23/13 Deposit Refund 12/21,	275.00	275.00
39021	1/14/2014	02082	VINCE'S OFFICE SUPPLY, INC Dec 2013 #2110	12/31/2013	OFFICE SUPPLIES	525.35	525.35
			Dec 2013 #2109	12/31/2013	OFFICE SUPPLIES	188.77	188.77
39022	1/14/2014	02102	LISTON, IRENE	12/30/2013	12/30/13 Deposit Refund 12/29,	150.00	150.00
39023	1/14/2014	02179	HUB INTERNATIONAL OF CA	12/31/2013	INSURANCE EVENTS	128.04	128.04
39024	1/14/2014	02204	BRODIT, CHRISTOPHER	12/30/2013	12/30/13 Deposit Refund 12/29,	50.00	50.00
39025	1/14/2014	02224	STANDARD INSURANCE COM Jan 2014	12/16/2013	LIFE INSURANCE	200.75	200.75
39026	1/14/2014	02251	RECORD XPRESS OF CA, LLC 440207	11/30/2013	STORAGE, WORKORDERS, I	237.15	237.15
39027	1/14/2014	02375	DE GALINDO, YENIS COTUA	Nov 4-Dec 22, 21	Nov 4 - Dec 22, 2013 Zumba 1	88.00	88.00
39028	1/14/2014	02386	VIBO MUSIC SCHOOL	Sept 6-Dec 21, 2	Sept 6 - Dec 21, 2013 Music Le	1,984.00	1,984.00
39029	1/14/2014	02447	BASTO, BENJAMIN	12/30/2013	12/30/13 Deposit Refund 12/28,	300.00	300.00
39030	1/14/2014	02499	GE CAPITAL INFORMATION T	12/26/2013	91460730 COPY MACHINE RENTAL	995.61	995.61
			91450368	12/23/2013	91450368 COPY MACHINE RENTAL	866.56	866.56

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39031	1/14/2014	02499	GE CAPITAL INFORMATION T 1044006775	12/17/2013	841284 Print Cart Black Type IV	41.00	41.00
39032	1/14/2014	02521	VAVRINEK, TRINE, DAY & CO, 0101783-IN	11/30/2013	Nov 2013 Payroll & Accounting	2,810.00	2,810.00
39033	1/14/2014	02572	CHAN, ANGELA 84659	12/30/2013	12/30/13 Deposit Refund 12/28,	50.00	50.00
39034	1/14/2014	02605	GUERRERO, SAUL	12/27/2013	Nov 19 - 21, 2013 Meal Reimbu	78.20	78.20
39035	1/14/2014	02646	GRANT, PAULINE E.	12/31/2013	12/30/13 Nutrition Class for Dal	60.00	60.00
39036	1/14/2014	02660	FEISTER, WILLIAM J.	12/24/2013	Dec 2013 Psychological Evalua	600.00	600.00
39037	1/14/2014	02679	ROMAN, CHRISTOPHER	12/07/13	Mileage for Breakfast	6.22	6.22

total for FIRST NATIONAL BANK OF DALY CITY: 258,327.21

51 checks in this report.

Grand Total All Checks:

258,327.21

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39038	1/14/2014	00004	000004973956	12/20/2013	231 2714310 437 11/20/13-12/	231.81	231.81
39039	1/14/2014	00013	Dec 2013	12/31/2013	TIRE SERVICE	55.00	55.00
39040	1/14/2014	00140	12/22/13 Ramos	12/22/2013	CREDIT CARD CHARGE	1,760.83	
			12/22/13 Pfortent	12/22/2013	CREDIT CARD CHARGE	327.65	
			12/22/13 Silva	12/22/2013	CREDIT CARD CHARGE	206.16	
			12/22/13 Del Ro:	12/22/2013	CREDIT CARD CHARGE	56.81	
			12/22/13 Jordan	12/22/2013	CREDIT CARD CHARGE	0.31	
39041	1/14/2014	01308	267749	12/31/2013	PW GAS PURCHASES	401.03	2,351.76
39042	1/14/2014	01340	231147	12/31/2013	SECTION 125 PARTICIPANT F	55.00	401.03
39043	1/14/2014	01565	BAY CONTRACT MAINTENAN12341	12/27/2013	Paper and Cleaning Products	1,862.93	55.00
39044	1/14/2014	01629	8380	12/31/2013	Billing Through Completion of 0	9,873.36	1,862.93
39045	1/14/2014	02119	11/11/13 Meal & 1/6/2014	11/11/13	Meal & Mileage: Emot	54.89	9,873.36
			12/18/13 Equipr	1/6/2014	Equipment Replacement Reimt	42.14	
39046	1/14/2014	02216	923033	12/10/2013	PD GASOLINE PURCHASES	1,246.59	97.03
			924561	12/20/2013	PD GASOLINE PURCHASES	1,144.96	
			926042	12/31/2013	PD GASOLINE PURCHASES	1,120.57	
			923190	12/10/2013	Dec 3, 2013 Admin Pool Car	40.61	3,552.73
39047	1/14/2014	02680	131104	12/9/2013	Sept 11-Nov 13, 2013 Noise An	4,594.03	4,594.03
) total for FIRST NATIONAL BANK OF DALY CITY:							23,074.68

10 checks in this report.

Grand Total All Checks: 23,074.68

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39048	1/10/2014	00068	01102014b	1/10/2014	COLMA PEACE OFFICERS: P:	574.76	574.76
39049	1/10/2014	00631	01102014b	1/10/2014	PERS MISC & SAFETY	48,652.58	48,652.58
39050	1/10/2014	01340	01102014b	1/10/2014	FLEX-PLAN SERVICES, INC	481.14	481.14
39051	1/10/2014	01360	01102014b	1/10/2014	VANTAGE TRANSFER AGENT	2,279.00	2,279.00
39052	1/10/2014	01375	01102014m	1/10/2014	ICMA CONTRIBUTION: Payme	650.00	650.00
			01102014b	1/10/2014	ICMA CONTRIBUTION: Payme	4,950.00	4,950.00
			01102014m	1/10/2014	NATIONWIDE RETIREMENT	650.00	650.00
39053	1/10/2014	02377	01102014b	1/10/2014	NATIONWIDE: Payment	600.00	600.00
92974	1/10/2014	00521	01102014m	1/10/2014	WAGE GARNISHMENT: Paym	953.48	953.48
92975	1/10/2014	00130	01102014m	1/10/2014	FEDERAL TAX: Payment	15.42	15.42
92977	1/10/2014	00130	01102014b	1/10/2014	STATE DI/SUI TAX: Payment	7,854.21	7,854.21
92978	1/10/2014	00521	01102014b	1/10/2014	EMPLOYMENT DEVELOPMEN	33,650.60	33,650.60
				1/10/2014	CALIFORNIA STATE TAX: Pay		
				1/10/2014	FEDERAL TAX: Payment		

total for FIRST NATIONAL BANK OF DALY CITY: 101,311.19

10 checks in this report.

Grand Total All Checks:

101,311.19

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39054	1/15/2014	00025	ALLIED HEATING & AIR COND35625	12/31/2013	Install New ICM Controller in PI	626.47	626.47
39055	1/15/2014	00038	BROADMOOR LUMBER & PLY Dec 2013	12/31/2013	Dec 2013 Soil Select Mix	297.57	297.57
39056	1/15/2014	00051	CALIFORNIA WATER SERVICE487954444	1/2/2014	4879544444 SSF Const,ruction	66.99	66.99
39057	1/15/2014	00057	CINTAS FIRST AID & SAFETY 0156515988	12/30/2013	Ultra One XL UL315 Glove	137.83	137.83
39058	1/15/2014	00092	CMTA 5946412	6/6/2013	2013-2014 CMTA Membership	155.00	155.00
39059	1/15/2014	00112	DEPARTMENT OF JUSTICE 145931	1/6/2014	FINGERPRINT APPLICATIONS	388.00	388.00
39060	1/15/2014	00174	HOME DEPOT CREDIT SERVICE Dec 3-22, 2013 f	12/30/2014	Dec 3-22, 2013 Purchases	179.67	179.67
39061	1/15/2014	00181	IEDA 19257	1/1/2014	LABOR RELATIONS CONSUL	1,206.00	1,206.00
39062	1/15/2014	00211	KELLY-MOORE PAINTS Dec 2013	12/31/2013	PAINT AND SUPPLIES	148.62	148.62
39063	1/15/2014	00306	INJURY CONTROL SYSTEMS TOWNOF65588	12/31/2013	12/18/13 Physical Examination	485.00	485.00
39064	1/15/2014	00307	PACIFIC GAS & ELECTRIC 3007220528-6	1/3/2014	PG&E	2,175.07	2,175.07
			6991706865-7	1/2/2014	PG&E	400.89	400.89
			0576889222-5	1/3/2014	PG&E	381.44	381.44
			0035222590-8	1/3/2014	PG&E	26.25	26.25
39065	1/15/2014	00352	SERRAMONTE FORD, INC. Dec 2013	12/31/2013	CAR REPAIR	5,601.58	5,601.58
39066	1/15/2014	00364	SMC SHERIFF'S OFFICE CL03872	12/31/2013	LAB FEES	917.67	917.67
39067	1/15/2014	00388	SONITROL 1241691-IN	1/1/2014	427 F ST. MONTHLY MONITO	100.00	100.00
39068	1/15/2014	00414	TERMINEX INTERNATIONAL L331157150	1/13/2014	PEST CONTROL	388.00	388.00
39069	1/15/2014	00500	SMC CONTROLLERS OFFICE Dec 2013	1/7/2014	Dec 2013 Allocation of Parking	1,403.80	1,403.80
39070	1/15/2014	01030	STEPFORD, INC. 1401002	1/6/2014	HP LaserJet Pro P1120 Printer	251.30	251.30
39071	1/15/2014	01183	BEST BEST & KRIEGER LLP 717538	1/7/2014	CITY ATTORNEY SERVICES	24,236.44	24,236.44
39072	1/15/2014	01344	PROJECT READ Oct - Dec 2013 F	1/9/2014	PROJECT READ	2,125.00	2,125.00
39073	1/15/2014	01367	DUO DANCE ACADEMY Dec 2013	1/9/2014	DANCE CLASSES	605.00	605.00
39074	1/15/2014	01399	WESTLAKE TOUCHLESS CARD Dec 2013	1/1/2014	PD CAR WASH	6.95	6.95
39075	1/15/2014	01450	SAN MATEO LAWN MOWER Dec 2013	12/30/2013	Dec 2013 Chain, Spray and Bai	194.00	194.00
39076	1/15/2014	01472	DELATORRE, MARIELA 85177	1/6/2014	01/06/14 Deposit Refund 01/05,	300.00	300.00
39077	1/15/2014	01552	FORTE PRESS CORPORATIO51536	1/2/2014	Business Cards - Guerrero	191.22	191.22
39078	1/15/2014	01685	STADTLER LANDSCAPING 4201	1/9/2014	PLANT MAINTENANCE	240.00	240.00
			4200	1/9/2014	PLANT MAINTENANCE	120.00	120.00
39079	1/15/2014	01995	CELESTE, MIKE L. 14-0101	1/1/2014	Dec 6-30, 2013 Cardroom Back	550.00	550.00
39080	1/15/2014	02011	FBI - LEEEDA 2014 Dues: Reat	1/2/2014	CA Chapter and FBINAA Natio	100.00	100.00
39081	1/15/2014	02078	CINTAS CORPORATION NO. 2DG38234923	12/31/2013	DOCUMENT DESTRUCTION	44.16	44.16
39082	1/15/2014	02144	DOMINIC A. DE LUCCA DBA DDec 2013	1/2/2014	TAE KWON DO	1,600.00	1,600.00
39083	1/15/2014	02182	DALY CITY KUMON CENTER Dec 2013	1/6/2014	TUTORING	3,315.00	3,315.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39084	1/15/2014	02190	GOGAN, REA	1/9/2014	JAN 6-9, 2014 REIMBURSEME	108.99	108.99
39085	1/15/2014	02438	TALAVERA, ANGEL D.	1/6/2014	01/06/14 Deposit Refund 01/04,	50.00	50.00
39086	1/15/2014	02463	HARPER, EDWIN	1/6/2014	01/06/14 Medical Issue Refund	15.00	15.00
39087	1/15/2014	02499	GE CAPITAL INFORMATION T 91533984	1/3/2014	COPY MACHINE RENTAL	1,536.90	1,536.90
) total for FIRST NATIONAL BANK OF DALY CITY:						50,675.81	

34 checks in this report.

Grand Total All Checks: 50,675.81

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39088	1/22/2014	00004	AT&T	1/1/2014	4 VOICE MAIL PORTS	799.52	799.52
39089	1/22/2014	00051	CALIFORNIA WATER SERVICE	1/6/2014	WATER BILL	2,198.59	2,198.59
39090	1/22/2014	00057	CINTAS FIRST AID & SAFETY	12/26/2013	Rec Cleaning Supplies	633.53	
				12/12/2013	Rec Cleaning Supplies	329.30	962.83
39091	1/22/2014	00057	CINTAS FIRST AID & SAFETY	12/31/2013	First Aid Supplies AED Check	254.73	
				11/7/2013	First Aid Supplies AED Check	247.24	501.97
39092	1/22/2014	00185	INTERNATIONAL ASSOCIATION	1/2/2014	IACP Membership J Read	145.00	145.00
39093	1/22/2014	00307	PACIFIC GAS & ELECTRIC	1/3/2014	PG&E	2,369.38	2,369.38
39094	1/22/2014	00334	S.B.R.P.S.T.C.	1/10/2014	Academy Requal M Francisco	760.00	760.00
39095	1/22/2014	00412	TELECOMMUNICATIONS	1/10/2014	Facilities Management & Maint	1,328.00	1,328.00
39096	1/22/2014	00623	ARAMARK UNIFORM SERVICE	12/27/2013	UNIFORM SERVICE	423.45	423.45
39097	1/22/2014	00830	STAPLES BUSINESS ADVANT	1/4/2014	Easel Pad, Comp Book, Marker	343.49	343.49
39098	1/22/2014	01030	STEPFORD, INC.	1/13/2014	Dec 2013 - 6.75 Excess Hours	978.75	978.75
39099	1/22/2014	01066	SAN MATEO REGIONAL	1/10/2014	INTERNET ACCESS SERVICE	435.00	435.00
39100	1/22/2014	01745	WILLIAM D. WHITE CO., INC.	1/9/2014	PD Gate Reset Motor, switches	540.00	540.00
39101	1/22/2014	02208	INTERNATIONAL ASSOCIATION	1/13/2014	Training - Pelletier, Wollman	725.00	725.00
39102	1/22/2014	02285	MIRA, DEBBIE	1/13/2014	Rental Deposit refund at CCC 1	300.00	300.00
39103	1/22/2014	02521	VAVRINEK, TRINE, DAY & CO.	12/31/2013	December 2013 Accounting Se	3,520.00	3,520.00
39104	1/22/2014	02681	PONCE, EVA	1/13/2014	Deposit Refund SP on 1/11/14	50.00	50.00
39105	1/22/2014	02682	QUINCY, SCURRY	1/13/2014	Deposit refund CCC 1/10/14	300.00	300.00

total for FIRST NATIONAL BANK OF DALY CITY: 16,680.98

18 checks in this report.

Grand Total All Checks: 16,680.98

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39106	1/22/2014	00002	01/01/2014	1/1/2014	PHONE BILLS	92.60	92.60
39107	1/22/2014	00030	Oct-Dec 2013	1/10/2014	RETIREE MEDICAL REIMBUR	895.44	895.44
39108	1/22/2014	00057	0156516199	12/31/2013	PW First Aid Supplies	47.04	47.04
39109	1/22/2014	00077	AC1314-COLMA	11/8/2013	FY2013-14 Animal Control Cosi	36,862.00	36,862.00
39110	1/22/2014	00093	CITY OF SOUTH SAN FRANCISCO	1/10/2014	Dispatch Services January 2014	8,358.61	8,358.61
39111	1/22/2014	00099	D.C. LOCK & SECURITY SERV	1/17/2014	2 Keys SC4 DND	6.54	6.54
39112	1/22/2014	00112	DEPARTMENT OF JUSTICE	1/6/2014	FINGERPRINT APPLICATIONS	1,203.00	1,203.00
39113	1/22/2014	00365	SMCLETMA/KATHY D. JOE	1/16/2014	2014 Membership Dues	75.00	75.00
39114	1/22/2014	00411	TURBO DATA SYSTEMS	12/31/2013	CITATION PROCESSING	442.28	442.28
39115	1/22/2014	00488	RENOIS, PETER	1/7/2014	RETIREE MEDICAL REIMBUR	2,328.15	2,328.15
39116	1/22/2014	00534	SMC INFORMATION SERVICE	1/13/2014	MICRO CHANNEL & LINES	1,342.42	1,342.42
39117	1/22/2014	00830	STAPLES BUSINESS ADVANT	1/11/2014	Toner HP 12A	127.51	127.51
39118	1/22/2014	01033	CCJWSA	1/21/2014	2014 Membership Dues K. Silve	75.00	75.00
39119	1/22/2014	01549	BURNS, LORI	1/15/2014	1/15/14 Mileage HRA	19.95	19.95
39120	1/22/2014	01565	BAY CONTRACT MAINTENAN	1/10/2014	JANITORIAL SERVICE	8,225.69	8,225.69
39121	1/22/2014	01687	UNITED SITE SERVICES OF	1/3/2014	STANDARD & REGULAR SER	112.21	112.21
39122	1/22/2014	01909	CALIFORNIA FINANCIAL CR	1/17/2014	2014 Dues J. Wollman	50.00	50.00
39123	1/22/2014	01923	SPRINT	1/18/2014	PD CONNECTION	580.88	580.88
39124	1/22/2014	02251	RECORD XPRESS OF CA, LLC	12/31/2013	STORAGE, WORKORDERS, M	321.56	321.56
39125	1/22/2014	02274	FRANK AND GROSSMAN LANI	1/1/2014	JAN 2014 LANDSCAPE MAINT	9,770.00	9,770.00
39126	1/22/2014	02623	BLOEBAUM, CYNTHIA	1/15/2014	Jan 15 2014 Affordable Meals	800.00	800.00

total for FIRST NATIONAL BANK OF DALY CITY:

71,735.88

21 checks in this report.

Grand Total All Checks: 71,735.88

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39127	1/24/2014	00047	C.L.E.A.	01242014b	1/24/2014	CLEA: Payment	416.50
39128	1/24/2014	00068	COLMA PEACE OFFICER'S	01242014b	1/24/2014	COLMA PEACE OFFICERS: P;	613.45
39129	1/24/2014	00631	P.E.R.S.	01242014b	1/24/2014	PERS -MISC AND SAFETY	46,321.11
39130	1/24/2014	01340	FLEX-PLAN SERVICES, INC	01242014b	1/24/2014	FLEX 125 PLAN: Payment	481.14
39131	1/24/2014	01360	VANTAGE TRANSFER AGENT	01242014b	1/24/2014	ICMA CONTRIBUTION: Payme	2,279.00
39132	1/24/2014	01375	NATIONWIDE RETIREMENT	S01242014b	1/24/2014	Nationwide: Payment	4,800.00
39133	1/24/2014	02224	STANDARD INSURANCE COM	01242014b	1/24/2014	LIFE INSURANCE: Payment	300.20
39134	1/24/2014	02377	CALIFORNIA STATE DISBURS	01242014b	1/24/2014	WAGE GARNISHMENT: Paym	600.00
92982	1/24/2014	00130	EMPLOYMENT DEVELOPMEN	01242014b	1/24/2014	CALIFORNIA STATE TAX: Pay	8,542.88
92983	1/24/2014	00521	UNITED STATES TREASURY	01242014b	1/24/2014	FEDERAL TAX: Payment	52,272.91

total for FIRST NATIONAL BANK OF DALY CITY: 116,627.19

10 checks in this report.

Grand Total All Checks:

116,627.19

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39135	1/29/2014	00004	AT&T	1/13/2014	PHONE BILL	2,615.91	2,615.91
39136	1/29/2014	00020	ASSOCIATED SERVICES INC	12/1/2013	Supplies	151.50	151.50
39137	1/29/2014	00071	CSG CONSULTANTS, INC.	Nov 30-Dec 27, :	CSG	137,488.64	137,488.64
39138	1/29/2014	00188	IRVINE & JACHENS INC	1/21/2014	Replace top ribbon J. Garcia be	35.43	35.43
39139	1/29/2014	00307	PACIFIC GAS & ELECTRIC	01/17/14	PG&E	1,676.75	1,676.75
39140	1/29/2014	00394	TENNANT	1/14/2014	Remove, replace broken hydrat	748.81	748.81
39141	1/29/2014	00865	LAZARO, ROMEO B.	1/21/2014	Refund rental dep CCC 1/19/14	300.00	300.00
39142	1/29/2014	01036	MANAGED HEALTH NETWORK	1/17/2014	Employee Assistance Program	118.00	118.00
39143	1/29/2014	01189	DEPARTMENT OF MOTOR VE	1/21/2014	12 Vehicle Code Books	129.26	129.26
39144	1/29/2014	01238	VEGA, MARTA	1/16/2014	Refund Schedule Issue	18.00	18.00
39145	1/29/2014	01414	VERANO HOMEOWNERS ASS2	2/1/2014	Verano Homeowners Associati	265.00	265.00
39146	1/29/2014	01541	NORCAL	1/22/2014	Feb 27-28 2014 NORCAL	100.00	100.00
39147	1/29/2014	02224	STANDARD INSURANCE COM	1/15/2014	Life Insurance	200.75	200.75
39148	1/29/2014	02267	HORIZON RETAIL CONSTRU	1/20/2014	Refund 580B C&D Deposit	1,000.00	1,000.00
39149	1/29/2014	02389	MORALES, VERONICA	1/21/2014	Refund deposit CCC 1/18/14	300.00	300.00
39150	1/29/2014	02394	SUAREZ, CEZAR	1/16/2014	Refund Deposit 1/11/14	300.00	300.00
39151	1/29/2014	02510	REGIONAL GOVERNMENT SE	12/31/2013	Contract C. Francis	2,875.00	2,875.00
39152	1/29/2014	02676	DYETT & BHATIA, URBAN	1/8/2014	Dec 2013 Urban Design & Gen	15,422.50	15,422.50
39153	1/29/2014	02683	E2 CONSULTING ENGINEER	1/14/2014	Services thru 12/27/13 Traffic C	20,836.88	20,836.88
) total for FIRST NATIONAL BANK OF DALY CITY:							184,582.43

19 checks in this report.

Grand Total All Checks: 184,582.43



STAFF REPORT

TO: Mayor and Members of the City Council
FROM: Lori Burns, ^{JAB} Human Resources Manager
VIA: Sean Rabé, City Manager 
MEETING DATE: February 13, 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-Milius-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).
- **3.02.070 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

- Attachment A Proposed 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 the Family and 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 in 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 leave and floating holidays).

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.

[History: Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

ARTICLE 4. CAC SECTION 3.02.070 AMENDED

Section 3.02.070 of the Colma Administrative Code is amended to state as follows:

3.02.070 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.

[History: Adopted by Res 2008-03, 2/13/08; Amended by ***]

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]

[History: Adopted by Res 2008-03, 2/13/08; Amended by ***]

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

~~(d) 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.~~

(d) 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]

[History: Adopted by Res 2008-03, 2/13/08; Amended by ***]

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% @ 55 plan, or 2.7% @ 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% @ 60 plan, or 2% @ 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.

[History: Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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 CalPERS; 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.

~~(a) 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 CalPERS.~~

[References: Cal. Gov't Code §§ 21151, 21154, 21157]

[History: Adopted by Res. 98-77, December 9, 1998; Added to Administrative Code by Res 2011-08, 4/13/2011; Amended by ***]

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 through 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.~~

[History: Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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.

[History: Adopted by Res 2008-03, 2/13/08; Amended by ***]

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]

[History: Adopted by Res 2008-03, 2/13/08; Amended by ***]

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 section 3.06.150 and replacing it with Division Four, sections 3.06.150 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) The Town provides Family and Medical Leave benefits that are more generous than, and are consistent with, state (the California Family Rights Act – "CFRA") and federal (the Family and Medical Leave Act – "FMLA") leave laws. Specifically, 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. To the extent that the law does not require the Town to provide Family and Medical Leave, this division may be repealed at the discretion of the City Council. 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 U.S. 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) may be used to supplement the provisions in this division. 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.

(b) To the extent that the law requires the Town to provide Family and Medical Leave, the respective rights and obligations of the Town and its employees are set forth in the following provisions and implementing federal and state regulations.

*[History: formerly § 3.06.150(a); Adopted by Res 2011-08, 4/13/2011; Amended by ***]*

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 as 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.

"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.

"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.

"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:

(1) 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

(2) 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); Adopted by Res 2011-08, 4/13/2011; Amended by ***]

[References: CAL. FAMILY CODE §§ 297 and 299.2]

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); Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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); Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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 a family member having a serious health condition, 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); Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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); Adopted by Res 2008-03, 2/13/08; Amended by ***]

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); Adopted by Res 2008-03, 2/13/08; Amended by ***]

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); Adopted by Res 2008-03, 2/13/08; Amended by ***]

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 until the employee complies with these rules or denial of protected coverage for the leave under the relevant law(s).

[History: formerly § 3.06.150(k); Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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: formerly § 3.06.150(l); Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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

(a) 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.

(b) 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 workweeks.

(c) 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); Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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.

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

[History: formerly § 3.06.150(n), (o), (p) and (q); Adopted by Res 2008-03, 2/13/08; Amended by ***]

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 3.06.300 through 3.06.360, as follows:

Division Five: Pregnancy Disability Leave

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

(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), (h); Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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, verifying 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); Adopted by Res 2011-08, 4/13/2011; Amended by ***]

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); Adopted by Res 2008-03, 2/13/08; Amended by ***]

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); Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

3.06.340 Compensation and Benefits [formerly CAC § 3.06.160(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.

(d) 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.

(e) 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.

(f) Except while using accrued Town-paid leave, 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.

(g) Except as provided in paragraph (e)(ii) above, the employee will need to make arrangements to pay her portion of benefits for any time during which an employee is on unpaid leave.

[Reference: 2 CCR 7291.11(b)(2)]

[History: formerly CAC § 3.06.160(g); Adopted by Res 2011-08, 4/13/2011; Amended by ***]

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; Adopted by Res 2008-03, 2/13/08; Amended by Res

2011-08, 4/13/2011]

3.06.360 Reinstatement [formerly § 3.06.160(j)]

(a) 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.

(b) 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.

(c) 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.

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

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

[Reference: 2 CCR § 7291 *et seq.*]

[History: formerly CAC § 3.06.160(j); Adopted by Res 2011-08, 4/13/2011; Amended by ***]

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, the Town shall grant each regular or probationary, non-exempt, full-time employee placed in the managerial, professional and confidential employees unit or in the maintenance unit, as described in pursuant to the Town's employer-employee relations resolution (Colma Administrative Code, Subchapter 3.09), shall be granted three floating holidays each calendar year less the employee's floating holiday balance at close of business on December 31, if any, 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 as provided in paragraphs (a) and (b), prorated at his or her Full-Time Equivalency (FTE), rounded to the nearest quarter hour.

(d) A newly hired employee, non-exempt, full-time employee in the managerial, professional and confidential employees unit or in the maintenance unit shall be granted floating holidays as provided in paragraphs (a) and (b), prorated from the date of hire to the following December 31, rounded to the nearest quarter hour.

(e) On termination of employment, the Town shall pay the employee any unused floating holidays. ~~shall be paid.~~

[History: formerly CAC § 3.06.200; Adopted by Res 2008-03, 2/13/08; Amended by Res 2011-08, 4/13/2011; Amended by ***]

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. 2014-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on February 12, 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: _____
Sean Rabe', City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Michael Laughlin, City Planner *ML*

VIA: Sean Rabe', City Manager *SR*

MEETING DATE: February 13, 2014

SUBJECT: Dyett and Bhatia Contract Addendum

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE ADDENDUM 2 TO DYETT
AND BHATIA CONTRACT FOR URBAN DESIGN AND GENERAL PLAN SERVICES

EXECUTIVE SUMMARY

To assist with updating the General Plan, the Town contracted with the firm of Dyett and Bhatia to prepare a series of sketches depicting future land uses for the Town. As a result of a draft presentation to the Town's Executive Team (E-Team), staff recommends that the contract be amended to include additional renderings, an additional meeting with staff, a study session with the Council, and a community survey.

The original contract was just under \$50,000 and council approval was not required. The proposed amendment will add \$23,595, bringing the contract over \$50,000, and council approval is now required.

FISCAL IMPACT

The proposed total cost of all services under this contract is \$ 73,405.00 which is within the budget for consulting services of \$150,000.00 for FY2013-14 for General Plan consulting services. It is not anticipated that a budget amendment will be required for the current fiscal year.

BACKGROUND AND ANALYSIS

At the September and November City Council meetings, staff provided the City Council with an overview of the General Plan update process, including an overview of each element, the

changes anticipated and the consultants currently working on the update. The following four consultants are currently working on the update:

- Noise Consultant – CSDA
- Urban Design/Visioning – Dyett and Bhatia
- Historic Resources – Metropolitan Planning Group
- Housing Element - Baird + Driskell Community Planning (Hired by County)

Dyett and Bhatia has completed tasks 1-4 of addendum 1 of their contract. These tasks included a kick-off meeting with staff, preparation of an existing conditions report, preparation of draft concepts for staff review, refinement of the concepts, and a meeting with the E-Team. Dyett and Bhatia is currently working on task 5, which includes text and graphics showing possible ways Colma could grow, and how that development might look if the recommendations of the Economic Development Plan are implemented. The original scope included in task 5 the production of basic graphic images which depict the potential mass of new development for the Town. After reviewing the images, the Town's E-Team felt that more detailed illustrations would be needed from the consultant. The proposed resolution would authorize the preparation of additional images under task 5.

The original contract specified one meeting with the E-Team (task 4) and one combined Council/Community meeting (task 6). The proposed resolution would authorize an additional meeting with the E-Team and a study session meeting with the City Council prior to the combined Council/ community meeting.

Finally, staff recommends that the contract be amended to also include a small component for the design of a community survey (new task 8). Dyett and Bhatia has a proven track record of success with public outreach materials, and staff recommends that this work be included in the contract.

The attached Addendum 2 includes all of these additional services.

Total known consultant work under contract or anticipated for the General Plan Update (not including environmental work) is \$119,000. A majority but not all of this work will not be billed out during the current fiscal year. The proposed additional services would bring this total to just below the \$150,000.00 budgeted for this fiscal year.

CONCLUSION

Staff recommends that the City Council approve Addendum 2 to the Dyett and Bhatia contract and authorize the City Manager to execute the Addendum.

ATTACHMENTS:

- A. Resolution
- B. Proposed Dyett and Bhatia Contract Addendum 2
- C. Executed Dyett and Bhatia Contract with Addendum 1

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

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE ADDENDUM 2 TO DYETT
AND BHATIA CONTRACT FOR URBAN DESIGN AND GENERAL PLAN SERVICES**

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

1. Background

(a) To assist with updating the general plan, the Town contracted with the firm of Dyett and Bhatia to prepare a series of sketches depicting future land uses for the Town. As a result of a draft presentation to the Town’s executive team, staff recommends that the contract be amended to include additional renderings, an additional meeting with staff, a study session with the council, and a community survey.

(b) The original contract was just under \$50,000 and council approval was not required. The proposed amendment will add \$23,595, bringing the contract over \$50,000, and council approval is now required.

(c) The firm of Dyett and Bhatia was selected by the planning department through a competitive bidding process, and the contract with Addendum 1 was executed by the Mayor and City Clerk on September 11, 2013.

(d) The proposed resolution would amend the existing contract to include additional services costing \$23,595.00, which would bring the total price for the urban design phase to \$73,405.

2. Order

(a) That certain Urban Design And General Plan Consulting Services Contract between the Town of Colma and Dyett and Bhatia, dated September 11, 2013, is ratified.

(b) The City Manager shall be, and hereby is, authorized to execute said addendum 2, 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 February 13, 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: _____
Sean Rabe', City Clerk

ATTACHMENT B

ADDENDUM 2

TO URBAN DESIGN AND GENERAL PLAN CONSULTING SERVICES CONTRACT

Pursuant to 1(b) of the Urban Design and General Plan Consulting Services Contract between the Town of Colma and Dyett and Bhatia ("Consultant"), the Town authorizes Consultant, and Consultant agrees to perform the additional services described in this Addendum 2.

Expanded Task 4 - Additional Meeting with E-Team

Consultant will prepare a revised presentation of more detailed graphic images depicting the potential mass of new development in the Town. The revised presentation will incorporate comments at the first E-Team meeting on January 10, 2014 and the visual simulations described in revised Task 5. Consultant will first present this revised presentation to the Colma E-team, which will be in addition to all other meetings described in Addendum 1 and this Addendum.

Products: Meeting notes, including description of refinements to be made to draft concepts. Minor adjustments to the digital images will be made, if required (budget assumes no more than 4 hours for adjustment to digital images).

Expanded Task 5 - Visual Simulations

Original task 5 included the preparation of massing studies of various opportunity sites with basic building volumes shown on opportunity sites. These images were determined by the E-Team to be difficult to interpret by the general public, and recommended preparation of a limited number of further refined architectural renderings. The consultant will prepare three images which will show (from eye level) building massing and design concepts from different vantage points adjacent to some of the infill opportunity sites. Dyett & Bhatia will consult with City staff on desired viewpoints, take several photos from each viewpoint, and, in consultation with staff, select the final photographs that will then provide the basis for generating future views. In addition, Dyett and Bhatia will consult with City staff on general massing to be depicted in each of the views prior to initial rendering of the photo simulations.

Dyett & Bhatia will replicate three-dimensional Sketch Up views from the same viewpoint as the base photograph. Using examples of existing developments from D&B library or other places in Colma, D&B will adjust and digitally manipulate these images to show what proposed development scenarios may look like from street level.

Product: Eye level views (three)

Expanded Task 6 - City Council Meeting

Consultant's current scope of work (task 6) includes one joint City Council/community workshop. Given the E-Team recommendation, Consultant will prepare for and attend

ATTACHMENT B

a separate City Council Study Session meeting, which will be in addition to all other meetings described in Addendum 1 and this Addendum.

Product: PowerPoint Presentation and minor adjustments to digital images or PowerPoint to incorporate comments by City Council (budget assumes no more than 4 hours for adjustment to digital images).

New Task 8 General Plan Survey Layout

As part of the General Plan update process, staff is planning on preparing a mail-out survey. The Consultant has experience in the lay-out and text for surveys, and staff wants to draw upon this experience to make the survey useful and meaningful to the General Plan update process. Using the text provided by City staff, (with suggestions or edits recommended by Dyett and Bhatia staff) and photographs already in Dyett & Bhatia's possession or provided by City staff, Dyett & Bhatia will prepare a print-ready General Plan survey in InDesign and provide InDesign and PDF files to staff. Note that this scope does not include any actual printing or mailing, or compilation of survey results.

Product: Survey layout in InDesign/PDF

The total maximum budget for these services shall be \$23,595.00. The table below provides detailed hours and dollars by task.

		Task				Total
		New Task 8 General Plan Survey Layout	Expanded 5 Simulations (3)	Expanded 4 Meeting with E-Team	Expanded 6 City Council Meeting	
HOURS BY TASK						
Principal		1	6	8	8	22
Senior Associate		1	128	12	12	152
Senior Graphic Designer		7	12			12
Project Assistant/Production				2	4	6
Total Hours		9	146	22	24	192
BUDGET BY TASK						
	<i>Hourly Rate</i>					
Principal	\$200	\$ 200	\$ 1,200	\$ 1,600	\$ 1,600	\$ 4,600
Senior Associate	110	110	14,080	1,320	1,320	16,830
Senior Graphic Designer	95	665	1,140	0	0	1,805
Project Assistant/Production	60	0	0	120	240	360
Total Dollars		975	16,420	3,040	3,160	23,595

URBAN DESIGN AND GENERAL PLAN CONSULTING SERVICES CONTRACT

The Town of Colma and Dyett and Bhatia, ("Consultant") agree as stated herein. For reference purposes, this contract is dated 9/11/13.

1. Services.

(a) *Urban Design and General Plan Services*

Consultant has been selected to provide Urban Design and General Plan services to the Town of Colma, as set forth in Addendum 1 to this contract.

(b) *Additional Consulting Services*

The Consultant may be retained for other assignments related to the Colma General Plan Update. For each project, the Town and the Consultant will execute an Addendum to this contract, which shall prescribe the specific services to be performed, the schedule for performing the services, performance standards, and compensation.

No payments may be made to Consultant without an Addendum duly executed by both parties.

(c) *General requirements*

A selected Consultant will be required to perform all tasks in a timely manner to meet the time constraints established by state law or the Town, and may be required to:

- Establish working relationships with City Staff, City Council and other public agencies;
- Make presentations to local community groups, the City Council, and the Town Staff;
- Provide a consistent standard of quality and maintain an overall standard of objectivity for the project(s);
- Maintain reasonable costs for preparation, review, and completion of any necessary documentation; and
- Evaluate projects based upon the CEQA Environmental Checklist (Appendix G of the CEQA Guidelines) as well as other unique conditions and/or impacts.

2. Independent Contractor; Subordinates

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent Consultant basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3. Representative; Key Personnel.

(a) Consultant hereby designates Rajeev Bhatia, AICP, ASLA or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

(b) Consultant has represented to Town that the following additional key personnel will perform the Services under this Agreement:

Martha Miller, AICP, Principal

Monica Szydlik, Associate, Urban Designer

(c) Should Consultant's Representative or one or more of the additional key personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement.

4. Invoices and Record of Services.

Consultant shall invoice Town monthly for all services performed and expenses incurred. Consultant shall keep accurate and complete daily records to support all items invoiced to Town under this Contract. Such records shall include, without limitation, an itemization of all work performed by Consultant and each employee of Consultant, showing the name of the person performing the work, hours worked, type of work performed by each, wages paid to each, expense accounts, and materials used in the Work. Town shall have the right, at all reasonable times during business hours, to inspect and audit those records. Consultant shall preserve those records for two (2) years after completion of the Work.

5. Records and Information.

- (a) *Ownership.* All reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of the Town. Consultant shall not disclose those reports, information or data to any other individual or organization without the prior written approval of the Town.
- (b) *Public Records Act.* Consultant understands that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Colma may not be in a position to establish that any or all reports or information provided by Consultant is a trade secret. If a third party makes a request to inspect or copy any information claimed by Consultant to be a Trade Secret, Town shall have no duty to oppose the request other than to provide Consultant with reasonable notice to allow Consultant to seek protection from disclosure by a court of competent jurisdiction.
- (c) *Working Papers.* All working papers in support of each required report must be retained, at the Consultant's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Town of the need to extend the retention period. The Consultant will be required to make working papers available to third parties only upon written request by the Town's City Manager. In addition, the firm shall respond to the reasonable inquiries of successor Consultants and allow successor Consultants to review working papers relating to matters of continuing accounting significance.
- (d) *Confidentiality.* All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant or which is otherwise known to Consultant or is generally known in Consultant's field of work shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

6. Consultant's Warranties. Consultant represents and warrants as follows:

- (a) Consultant possesses all professional and business licenses, certifications and permits necessary for performing the services described in this Contract.
- (b) Consultant is ready, willing and able to perform the services described in this Contract without the use of Town equipment, materials, tools, facilities, training, or administrative or legal services, unless otherwise provided under a separate agreement.

7. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, marital status, age or any sensory, mental or physical disability unless such disability effectively prevents the performance of essential duties and functions required by the position that cannot be accommodated without undue hardship. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

8. Town's Representative.

The Town hereby designates the City Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the Town's Representative or his designee.

9. Standard of Care; Performance of Employees

Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by Consultants in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the Consultant calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

10. Laws and Regulations.

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or

the Project, including all Cal/OSHA requirements, and shall give all notices, whether to third parties or Consultant's employees or subcontractors, as required by law.

11. Immigration Act of 1986. Consultant warrants that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws will be employed in the performance of the work hereunder.

12. Indemnification.

(a) *Interpretation.* The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Town. Consultant acknowledges that Town would not enter into this agreement in the absence of the commitment of Consultant to indemnify and protect Town as set forth below.

(b) *Indemnity.* To the fullest extent permitted by law and subject to the remaining provisions of this section, Consultant shall defend, hold harmless and indemnify the Town and its council members, officers, agents and employees from any and all liabilities arising out of or in any way connected with the willful, reckless, actively or passively negligent acts or omissions on the part of the Consultant or any of its subcontractors, officers, agents or employees.

(c) *Liabilities Defined.* The liabilities protected against are any and all losses, claims, actions, and liabilities of any kind allegedly suffered, incurred or threatened because of actions described herein, and include claims for damages for personal injury, death, property damage, inverse condemnation, or any combination of these, and shall also include the defense of any suit(s), action(s) or other proceeding(s) asserting those liabilities.

(d) *Exclusion.* Consultant shall not be liable to indemnify or defend Town for any act or omission arising solely from the willful, reckless, or negligent act or omission by the Town or its officers, employees or agents.

(e) *General.* This obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this agreement or this section. By execution of this Agreement, Consultant acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. If any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to be legally binding upon Consultant.

13. Insurance.

(a) *Insurance Required before Work Commences.* Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this Section.

(b) *Required Minimum Insurance.*

Consultant shall, at its sole cost and expense, procure and maintain for the duration of this Agreement the following types of insurance coverage:

(i) *Comprehensive general liability insurance* (using Insurance Services Office form CG 00 01 12 04 or exact equivalent) 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

(ii) *Automobile liability insurance* (using Insurance Services Office form number CA 0001, Code 1 covering "any auto" (Symbol 1), or exact equivalent), covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence. If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(iii) *Worker's Compensation Insurance* as required by the laws of the State of California and *Employer's Liability Insurance* with a limit of not less than \$1,000,000.00 per accident for bodily injury and disease. Consultant's workers compensation insurance policy shall provide that the insurer waives all rights of subrogation against Town, its elected officials, officers, agents, employees and volunteers for losses arising from the Services performed by Consultant for Town under this Agreement. Any notice of cancellation or non-renewal for all workers compensation policies must be received by the Town at least thirty (30) days prior to such change. Consultant shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

(iv) *Errors and Omissions Liability Insurance*, which specifically covers the Services to be performed under this Agreement, in the minimum amount of two million dollars (\$2,000,000), and deletes any exclusions that may potentially affect the Services (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(c) *Endorsements.* Required insurance policies under this Section shall not be in compliance if they include any sort of limiting provision or endorsement that has not first been submitted to the Town for approval. In addition, the general liability insurance policy required by paragraph (b)(i), and, if applicable, the pollution liability insurance policy required by paragraph (b)(5) of this section, shall, in an endorsement thereto, name Town, its elected officials, officers, employees and agents as additional insureds with regard to liability and defense of suits or claims arising out of performance of the Agreement. The Additional Insured Endorsements shall not: (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement;

(d) *Requirements for all insurance policies.* All insurance coverage required by this Section, except Errors and Omissions Liability Insurance, shall:

(i) In an endorsement thereto, name Town and its elected officials, appointed officials, officers, agents and its employees as additional insureds as such insurance coverage pertains to this Professional Services Contract between the Town and Consultant;

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

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

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

(v) Expressly provide that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Town and that the insurer waives all rights of subrogation against Town, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for Town; and

(vi) Expressly provide that the policy shall not be cancelled or altered until Consultant or its insurer gives thirty (30) days written notice of cancellation or alteration to the Town, except ten (10) days shall be allowed for nonpayment of premium.

(e) *Insurer's Qualifications.* All insurance required under this section and all renewals of this Agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, with a current A.M. Best's rating of "A:VII" or better.

(f) *Deductibles and Self-Insurance Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the Town. Consultant shall guarantee that, at the option of the Town, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(g) *Verification of Coverage.* Consultant shall furnish Town with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Town. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

(h) *Failure to Maintain Coverage.* Consultant shall suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension. In addition, if Consultant fails to insure or fails to furnish Town proof of insurance as required by Town, Town, in addition to any other remedy provided by law, shall have the right from time to time to effect such insurance for the benefit of Consultant or Town or both of them and all premiums paid by Town shall be payable by Consultant on demand.

(i) *Insurance for Subcontractors.* All subcontractors hired by Consultant to perform the Services under Agreement shall be included as additional insureds under the Consultant's policies, and Consultant shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of the insurance requirements set forth in this Section 16, including adding the Town as an additional insured to the subcontractor's policies. Consultant shall provide to Town satisfactory evidence of these requirements as required in Town's discretion.

14. Removal of Personnel.

Consultant shall promptly remove from the project any employee, agent or subcontractor who fails or refuses to perform the Services in a manner acceptable to the Town, or who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property.

15. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the Services are to be performed. Safety precautions as applicable

shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

16. Conflicts of Interests.

Consultant warrants and covenants that it presently has no interest, and will not, for at least two years after completion of the contract, acquire any interest direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work under the contract. The Consultant further covenants that, in the performance of this work, no subcontractor or person having such an interest will be employed. Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the Town.

17. General Terms and Conditions.

(a) *Prior Approval Required to Subcontract.* Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Town. Consultant shall require each of its subcontractors to agree in writing to be bound by the provisions in the sections of this Agreement entitled: Laws and Regulations, Safety, Financial Records, Public Records Act, Ownership of Records, and Confidentiality.

(b) *Cooperation; Further Acts.* The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

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

(d) *Business Registration.* The Consultant must have a valid Town of Colma business license prior to execution of the contract. Additional information regarding the Town's business license program may be obtained by calling (650) 997-8300.

(e) *Labor Certification.* By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

(g) *Governing Law.* This Agreement shall be governed by the laws of the State of California. Venue shall be in San Mateo County.

(h) *Town's Right to Employ Other Consultants.* Town reserves right to employ other consultants in connection with this Project.

(i) *Successors and Assigns.* This Agreement shall be binding on the successors and assigns of the parties.

(j) *Assignment or Transfer.* Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

(k) *Construction; References; Captions.* Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

(l) *Amendment; Modification.* No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

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

(o) *Invalidity; Severability.* If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(p) *Counterparts.* This Agreement may be signed in counterparts, each of which shall constitute an original.

(q) *Delivery of Notices.* All notices permitted or required under this Agreement to be given to the Town shall be given to the following person at the address shown, or at such other address as the Town may provide in writing for this purpose:

City Manager
Town of Colma
1198 El Camino Real
Colma, CA 94014

All notices permitted or required under this Agreement to be given to Consultant shall be given to the following person at the address shown, or at such other address as the Consultant may provide in writing for this purpose:

DYETT & BHATIA
Urban and Regional Planners
755 Sansome Street, Suite 400
San Francisco, CA 94111

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

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IN WITNESS WHEREOF, the parties hereto have made this Contract as of the date last signed below.

Dated: 9/11/13

DYETT AND BHATIA

By 
Signature

RAJEEV BHATIA
Printed Name and Title PRINCIPAL / PRESIDENT

Dated: 9/11/13

TOWN OF COLMA

By 
Joanne del Rosario, Mayor

Attest:


William Norton, City Clerk

ADDENDUM 1

TO URBAN DESIGN AND GENERAL PLAN CONSULTING SERVICES CONTRACT

1. Services

Consultant shall perform the services described in this Addendum to the Urban Design and General Plan Consulting Services Contract between the Town of Colma ("Town") and Dyett and Bhatia ("Consultant"), and Town shall pay Consultant the compensation specified in this Addendum, subject to all terms and conditions set forth in the Contract between the Town and the Consultant.

2. Project Summary

The Town of Colma General Plan was last updated in 1999. The current General Plan is considered to be a high quality document, and the Town is seeking to primarily update and edit content to address current state law requirements and to better refine the Town's vision of potential land uses and development form. The General Plan update will be managed in-house, with specialty Contractors used to provide necessary studies and information based on their area of expertise. The existing General Plan can be found on the Town's website.

The Town of Colma has recently completed an Economic Development Plan that anticipates an intensification of existing land uses and new land uses that the Town should consider (The three phases of the Economic Development Plan can be found on the Town's website). In addition, the Town's General Plan is proposed to be updated to remain current and to articulate the Town's vision for future development and growth. In order to begin the General Plan update process, the Town has chosen to begin by having a urban design specialist prepare visualizations of portions of the Town for community review in order for citizens to better understand possible densities and massing for key opportunity sites and to prepare a report articulating recommendations for building forms, land uses, heights and general development standards.

3. Scope of Work

Task 1: Project Kick-Off

This task would include meeting with Town Staff to identify issues, review goals and policies, and share information. The meeting would also establish project schedule, expectations and work products. After this meeting, a tour of the Town would be provided by Town staff to get a visual picture of land uses, urban design context and opportunities. From this initial meeting, Consultant would return with preliminary

sketches and land use and design concepts (as part of Task 3) to facilitate a brainstorming session with staff to establish which ideas should be further developed.

Product: Meeting summary

Task 2: Land Use and Design Existing Conditions

Consultant will prepare an existing conditions evaluation that reviews land use, development patterns and design issues for the Town. The analysis will identify factors that may act as constraints to development as well as opportunities for shaping both near-term and longer-term uses of the area. The evaluation will include, but not be limited to:

Existing and Potential Future Land Uses (incorporating ideas from the Phase 2 Economic Development Opportunities and Strategies report prepared for the Town by BAE)

Existing physical and environmental constraints

Existing setbacks and building height regulations

Development concepts proposed by property owners (either formally or informally)

Important elements noted by Town staff, stakeholders and the community

Photo documentation of characteristic design elements

Potential for change and creating catalyst and influencing future development and economic activity

The evaluation will culminate in a short (estimated 10-20 page) report that provides an overview of the land use and design characteristics of the Town, with particular attention to how issues may be relevant to the subsequent planning process. The report will also include a series of maps and diagrams to graphically illustrate the opportunities and constraints. It will be structured so that it could be adapted as part of the Settings section for future environmental review of the Land Use Element.

Products: Draft existing conditions report, and after approval of the draft, a final land use and design existing conditions report, with site photos, aerial, oblique aerial photos (from Google Maps or other readily-available imagery).

Task 3: Draft Concepts

Consultant will hold a brainstorming session with Town staff to explore which ideas should be further developed as part of the concepts. Consultant will provide

brainstorming diagrams/sketches (approximately 10) to stimulate discussion at the meeting.

Consultant will prepare a series of conceptual land use and design concepts. These concepts will reflect ideas from the brainstorming session, the Existing Conditions analysis, concepts outlined in the Phase 2 Economic Development Opportunities and Strategies report prepared for the Town by BAE, in addition to information gathered from staff and other stakeholders. The concepts will demonstrate different approaches to development at key opportunity sites. Variations between concepts may include:

Land use options

Phasing

Building massing and heights

Pedestrian, vehicle and transit access options

Open space

The land use assumptions will be geared toward creating an "envelope" of future land uses, consistent with the policy nature of the General Plan. Concepts will be illustrated and made available electronically and in hard copy and include plans and sections, massing diagrams, circulation diagrams, and character sketches. The type and style of graphics will be agreed to with staff beforehand.

Product: Draft Land Use and Design Concepts Illustrations and Text

Task 4: Meeting to Review Draft Concepts

Consultant will meet with Town staff to review the Draft Concepts. This meeting may be a presentation for comments by Town department heads at a regularly scheduled meeting.

Product: Meeting notes, including description of refinements to be made to draft concepts

Task 5: Refine Concepts

Following input from staff, Consultant will refine the Land Use and Design Concepts to prepare them for presentation to the City Council and community.

Products: (1) Refined Land Use and Design Concepts Illustrations and Text and (2) Land Use and Design presentation

Task 6 City Council Study Session and Community Meeting

Present Land Use and Design Concepts to the City Council at a study session and community meeting. Presentation should include a PowerPoint presentation which covers the existing conditions, observations and Contractor recommendations and concepts. Presentation will include a range of possibilities and options to be considered for the General Plan update.

Products: PowerPoint presentation, meeting notes and City Council comments

Task 7 Final Concepts for Land Use Element

In coordination with the Land Use Element Update, Consultant will develop the Land Use and Design concepts into a single set of preferred concepts reflecting community input. The focus of this effort will be to create graphics and narratives that can be integrated into the updated Land Use Element. It is anticipated that this will entail selection from or modifications to previously developed concepts, rather than preparation of new ones.

Product: Final Land Use and Design Concepts

Additional General Plan Tasks

Should the Town request Consultant to provide additional General Plan services not listed in the tasks above (such as, by way of example, additional urban design services, preparation of General Plan maps, Housing Element, etc.), Town and Consultant shall agree to a Scope of Work and Price/Fees for this additional work; work on any such additional tasks shall only commence upon written authorization by Town or execution of an amendment to this Addendum.

4. Term

- (a) The proposed contract shall remain in force and effect until final City Council adoption of the revised General Plan, unless terminated sooner as provided herein. The Town expects that the entire process of updating the General Plan, from the date of this contract to adoption of the General Plan, to take approximately 2-3 years.
- (b) Either party may terminate this agreement upon giving 30 days' written notice of termination to the other party.

5. Price/Fees.

(a) The total cost for the scope of work is **\$49,810**. This amount assumes that Town staff will provide a single set of consolidated comments on the review drafts of all documents. Field Paoli will participate in internal reviews meetings with Dyett & Bhatia, and will not be present at any meetings in the Town.

(b) To receive monthly progress payments, Consultant shall submit an invoice describing the work done, hours expended, and costs incurred. Upon approval by the City Planner, the Town will make progress payments based upon hours worked, provided that the total of all progress payments shall not exceed the amount obtained by multiplying the total contract price by the percentage of work completed to the satisfaction of the City Manager, which approval shall not be unreasonably withheld.

(c) If either party terminates this contract, the Town will pay Consultant for all work satisfactorily completed up to the date of termination, provided that the total of all progress payments shall not exceed the amount obtained by multiplying the total contract price by the percentage of work completed to the satisfaction of the City Manager, which approval shall not be unreasonably withheld.

(d) The hourly rates for this project are:

Rajeev Bhatia	\$200
Martha Miller	\$175
Monica Syzdlik	\$110
Computer mapping/GIS	\$100
Graphic Designer	\$80
Project Assistant	\$65

6. Reimbursable Expenses.

(a) Consultant will, at its own expense, provide a single print copy and a digital copy of each deliverable, and Town will be responsible for printing copies. All printing, travel, and similar costs are included

(b) Town will agree to reimburse Contractor for its direct, reasonable and necessary expenses incurred on the project, without any administrative markup or handling fee, including but not limited to the following:

(i) Expense of transportation in connection with the Project to and from the

company's closest office;

- (ii) Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for office use of Contractor;
- (iii) Expense of renderings, models and mock-ups; and
- (iv) Other items authorized writing and in advance by City Manager.

(c) Notwithstanding the foregoing, all expenses in excess of \$500.00 per month must be approved in advance in writing by the City Planner or City Manger.

IN WITNESS WHEREOF, the parties hereto have made this Contract as of the date last signed below.

Dated: 9/11/13

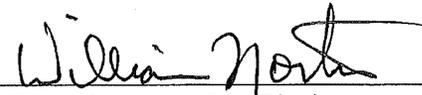
DYETT AND BHATIA

By 
Signature

RAJEEV BHATIA
Printed Name and Title PRINCIPAL/
PRESIDENT

TOWN OF COLMA

Dated: 9/11/13

By 
William Norton, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council

FROM:  Brad Donohue, Public Works Director

VIA: Sean Rabe', City Manager 

MEETING DATE: February 13, 2014

SUBJECT: Measure A Funding for Hillside Boulevard Improvements

RECOMMENDATION

Staff recommends that City Council adopt the following resolution:

RESOLUTION SUPPORTING AN APPLICATION FOR MEASURE A PEDESTRIAN AND BICYCLE PROGRAM FUNDING RELATED TO THE HILLSIDE BOULEVARD IMPROVEMENTS, PHASE I

EXECUTIVE SUMMARY

The proposed resolution supports the Town's application for \$177,541 in San Mateo County Measure A Pedestrian and Bicycle Program funds for the Hillside Blvd. Improvements, Phase I. If the Town is awarded the requested Transportation Authority (TA) Measure A funds, the proposed resolution also commits \$1,215,000 to the completion of Hillside Boulevard Phase I Improvements, including the commitment of any matching funds needed for implementation of the project.

FISCAL IMPACT

The estimated cost of construction for the for the improvement to Hillside Boulevard Phase I (Hoffman Street to 600' south of Serramonte Boulevard) is estimated to be in the range of \$1,500,000. If the County Transportation Authority approves the submitted grant application, it would decrease the estimated \$1,500,000 financial commitment to improve Hillside Boulevard Phase I by \$177,541.

If the Town's Measure A Grant is accepted and the project is funded, the Town's estimated funding plan for the Hillside Boulevard Phase I project is as follows:

• Capital Improvement Allocation (FY 13/14)	\$1,215,000
• Proposed CIP Allocation for FY 14-15	<u>\$ 125,037</u>
Sub-Total	\$1,340,037
• Measure A Grant	<u>\$ 177,541</u>
Estimated Project Total	\$1,517,578

BACKGROUND AND ANALYSIS

On November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA the half-cent transactions and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan beginning January 1, 2009 (New Measure A). San Mateo County Transportation Authority (TA) issued a Call for Projects for the Measure A Pedestrian and Bicycle Program on December 9, 2013. The deadline for submitting an application was January 17, 2014.

To meet the January 17, 2014 deadline, staff prepared and submitted a funding application for the Measure A Pedestrian and Bicycle Program to fund the inclusion of significant pedestrian and bicycle improvements in the Hillside Boulevard Improvements Phase I Project. Staff worked with the City Manager to prepare an endorsement letter from him for inclusion in the application package which will suffice until the resolution can be passed.

COUNCIL VALUES

With the inclusion of several pedestrian, bicycle, and ADA improvements in the Hillside Boulevard Improvements Phase I Project, and by supporting Measure A Grant funding application submittal, the City Council is committed and responsible in improving the safety features on and along Hillside Boulevard for all pedestrian and bicycle activity.

SUSTAINABILITY

This resolution in support for the Hillside Blvd. Improvements, Phase I - Funding Application to the SMCO Transit Authority Measure A Pedestrian and Bicycle Program is consistent with the Town’s sustainability goals and Complete Streets Program goals.

CONCLUSION

Staff recommends that the City Council adopt the attached Resolution.

ATTACHMENTS

- A: Measure A Pedestrian and Bicycle Program Funding Application
- B: Resolution



CALL FOR PROJECTS
SAN MATEO COUNTY TRANSPORTATION AUTHORITY (TA)
MEASURE A PEDESTRIAN AND BICYCLE PROGRAM
FUNDING APPLICATION FOR FISCAL YEARS 2014 and 2015

I. PROJECT FUNDING REQUEST

- a. AGENCY / SPONSOR: Town of Colma
- b. PROJECT NAME: HILLSIDE BOULEVARD IMPROVEMENTS, PHASE I
- c. TOTAL MEASURE A FUNDS REQUESTED: \$ 177,541
- d. APPLICATION CHECKLIST:
- Required Sponsor Governing Board Resolution* (**Endorsement letter attached - See Attachment F)
**An endorsement letter from the sponsor's City Manager/Executive Director must be provided if the resolution is not obtained by the application January 17, 2014 application deadline.*
 - Required Non-Supplantation of Funds Certification (See Attachment G)
 - Project Location Map, Plans, Photographs (Section II.1a.iii)
 - Policy & Plan Consistency Documentation (Sections II.2.b and IV.a)
 - Letters of Support (Section II.e, See Attachment H)
 - N/A - If request is for Right of Way (ROW) acquisition, attach environmental clearance and documentation for estimate of value (Section II1.b) (** No Right of Way acquisition required)

II. Project Readiness and Need - up to 35 points

1. *Project Readiness – up to 20 points*

a. Clear and Complete Proposal

i. Overall Project Description:

This project has recently reached the 90% submittal stage (01/08/14) and the anticipated bid period is February / March 2014. The "HILLSIDE BOULEVARD IMPROVEMENTS PHASE I" Project includes significant pedestrian and bicycle safety improvements where they do not currently exist. The community center and museum located at 1500 Hillside

Boulevard are located in the middle of the phase I improvements. This community center location is currently being used to facilitate City Council meetings, NPDES subcommittee meetings and other public meetings (Daycamp summer programs, educational programs for the community). The pedestrian and bicycle improvements promote multimodal safe travel to these public facilities and connectivity to El Camino Real. This connectivity allows access to bus facilities on ECR and access to the Colma Bart Station. This project also includes five locations where traffic calming measures will be implemented via reducing the number of lanes from four to two. These five locations include ADA ramps, bulb-outs, RRFB push button activated crosswalk systems and NPDES roadway drainage treatment measures.

TA Measure A Pedestrian & Bicycle Program
 Funding Application for Fiscal Years 2014 & 2015

- ii. Project Scope: Describe the work and phases (see list of phases in the table for project schedule, iv., below) that will be completed with the requested Measure A funds and if it is the same or a subset of the overall project description.

Construction and Procurement Phase:

- 2,270 linear feet of new sidewalk
- 11 Handicapped Access Ramps
- Stripping:
 - 3,942 linear feet stripping – Detail 39 (bike lane)
 - 785 linear feet stripping – Detail 39A (bike lane at intersection)
 - 1,325 linear feet 12" white Crosswalk Bars
- Markings:
 - 1,275 sf Markings – Legends & Arrows
- Bike Lane on both sides
- Traffic calming:
 - Road diets (removing a lane from each side of the street) by allowing parallel parking and bike lanes on both sides of Hillside Blvd to reduce the number of driving lanes.
 - 3 Bulb-Outs

- iii. Attach a Map(s), any plans, drawings and relevant photos of the overall project and scope for the requested Measure A funds.

- a. See attachment A, 90% PS&E submittal, 01/08/2014
- b. See attachment B, HILLSIDE BOULEVARD IMPROVEMENTS, PHASE I presentation to Council, 08/21/2013

- iv. Project Schedule - Indicate the anticipated beginning and end date for each phase of the project. If a phase is not applicable for this application, write "N/A".

If the PS&E phase is underway, indicate the percent complete to date: 90%

Phase	Month and Year	
	Phase Start	Phase End
Pre-Project Planning	September 2010	August 2013

Preliminary Engineering(PE)/Environmental (ENV)	September 2010	April 2014
Plans, Specifications & Estimates (PS&E)	2008	March 2014
ROW Acquisition and Utilities	N/A	N/A
Construction and Procurement	July 2014	November 2014

TA Measure A Pedestrian & Bicycle Program
 Funding Application for Fiscal Years 2014 & 2015

v. Project Budget – Provide a detailed budget for all applicable phases of work for which Measure A funds are requested:

Phase	Measure A Request	Matching Funds	Total
Pre-Project Planning			
PE/ENV			
PS&E			
ROW Acquisition and Utilities			
Construction and Procurement	\$177,541	\$1,340,037.78	\$1,517,578

b. ROW certification completed?

Yes or N/A No

Comments: No ROW acquisition needed.

If request is for, or includes ROW acquisition, describe the extenuating circumstances for the need to acquire the right of way:

c. Permits, Agreements and/or Environmental Clearance approved?

Yes No N/A

List all permits, agreements and environmental clearance (both CEQA and NEPA) approved and/or needed to date:

Permit/Agreements/Environmental Clearance	Status	Date Approved
CEQA	Pending – Categorical Exemption	
NEPA	NA	NA

Comments:

The project is anticipated to improve pedestrian and bicycle safety in this well traveled area adjacent to highly used public facilities. The inclusion of NPDES stormwater treatment measures and reduced pavement area improves the overall water quality of water runoff from the improved areas of roadway.

TA Measure A Pedestrian & Bicycle Program
Funding Application for Fiscal Years 2014 & 2015

- d. Discuss the public planning process that occurred, or will occur, for the proposed project:

Several public meetings (City Council Meetings and Study Secessions) have been held over the past few years to facilitate the final design of this phase of improvements. This has lead to significant public involvement in the design, layout, bicycle and pedestrian safety improvements included in the project.

5/8/2013 City Council Meeting
8/21/2013 City Council Meeting
2/9/2011 City Council (Study Session)
8/9/2010 City Council (Study Session)

- e. Comment on level of public support. As appropriate, attach documents of support and state composition of relevant committee.

Attachment C: Relevant City Council Agendas and Minutes attached.
Attachment H: Letters of Support

2. *Project Need – Up to 15 points*

- a. Does the project meet commuter and/or recreational purposes?

Yes No

Explain: This project greatly improves pedestrian and bicycle access to El Camino Real and the Colma Bart station. The addition of handicapped ramps and high visibility crosswalks in the project allows for safer access to the Town's community center on Hillside Blvd.

- b. Is the project identified in the San Mateo County Comprehensive Bicycle and Pedestrian Plan (CBPP) as part of the Countywide Bikeway Network or located in a Pedestrian Focus Area in the CBPP?

Yes No

Page number(s): CBPP Page 57

Is the project identified in a local Bicycle and/or Pedestrian Plan?

Yes No

Document Name and Page number(s): General Plan Pages 5.03.15, 5.03.16 & 5.03.25

- c. Is pedestrian and/or bicycle safety improved because of the project?

Yes No

Explain and cite any relevant history pertaining to accidents and safety issues in the immediate project vicinity:

In last four years 36 accidents occurred on Hillside Blvd including 11 injury accidents and 4 fatal accidents of which one was pedestrian fatality on (09/05/2011).

See attachment D, Town of Colma accident report (01/01/2010 – 11/01/2013)

III. EFFECTIVENESS – Up to 35 points

- a. Does the project provide facilities that accommodate both pedestrians and bicycles? If so, please describe.

Yes – Both pedestrian and bicycles are accommodated. The addition of approximately 2,270 linear feet new sidewalk on the North side of the roadway and new bicycle lanes on both sides of the roadway.

- b. What is the relationship of the project to other bicycle or pedestrian routes/facilities (i.e. does it provide access to, or close a gap in the countywide bicycle or pedestrian network)?

Yes – This area is designated in the SMCO Comprehensive Bicycle and Pedestrian Plan as a Class III Bicycle Route connecting to an existing Class II Bicycle Route (See Attachment E - CBPP page 57).

- c. Does the project provide access to bicycle and/or pedestrian facilities in high use activity centers (schools, transit stations and other activity nodes)? If so, please describe.

Yes – This project will connect to other transportation modes such as bus facilities on El Camino Real and access to the Colma Bart Station

- d. Describe the cost effectiveness of the project. Does the project provide a relatively high impact for the cost?

Considering its relatively low cost, it provides a low income and public transit dependant population of approximately 5,400 with easy and safe access to bus and Bart stations, encourages Bicycling and Walking by improving bicyclists and pedestrians safety, and facilities mobility of those with no access to personal cars. As a result, it increases job opportunity for an underserved neighborhood.

- e. Does the project serve a low income/transit dependent population in the immediate vicinity? Provide supporting documentation.

TA Measure A Pedestrian & Bicycle Program
 Funding Application for Fiscal Years 2014 & 2015

Document or Policy	Publication Date	Page
Colma General Plan Circulation Element - Section 5.03.154	April 2000	5.03.16
Colma General Plan Circulation Element - section 5.03.420 Bicycle Facilities	April 2000	5.03.25
Colma General Plan Circulation Element - section roadway design Standards Exhibit C-3	April 2000	5.03.15

V. **FUNDING** – Up to 10 points

- a. Using the table below, indicate the sources of funding as well as the percentage that have been secured for the proposed Measure A project work scope. Add rows as needed.

Funding Source	Total	Percentage
Measure A Request	\$177,541	11.7%
General Fund	\$1,215,000	80%
TBD	\$125,037	8.3%
Total Project Cost	\$1,517,578	100%

Total matching funds to be provided:	\$ <u>1,340,037</u>
Total project costs	\$ <u>1,517,578</u>
Local match percentage =	$\frac{\text{total matching funds provided}}{\text{total project cost}} = 88.3\%$

- b. Discuss any potential funding shortfalls or risks associated with any of the listed funding sources, and how they will be addressed.

Any shortfall after bid opening anticipated to be funded by General Fund.

TA Measure A Pedestrian & Bicycle Program
Funding Application for Fiscal Years 2014 & 2015

- c. Can the project be divided into phases or segments if full funding is not available?

Yes No

If "Yes", describe the different phases/segments and costs associated with each.

**There are two additional phases of improvements planned in the next several years for Hillside Blvd which will extend to the border City of South San Francisco.

VI. <u>SUSTAINABILITY</u>

- a. What are the environmental benefits of the project (e.g. reduces emissions and improves air quality, utilizes low environmental impact/green development practices)?

One of the HILLSIDE BOULEVARD IMPROVEMENTS PHASE I project goals is "modal shift", or a change between modes, in order to increase the proportion of trips made using sustainable modes, such as non-motorized (cycling and walking) and public transport. Modal share is an important component in developing **sustainable transport** within the Town of Colma. Therefore, once completed, this project reduces emissions and improves air quality. The project consistent with the Town's Climate Action Plan and the Complete Streets Program.

- b. Does the project improve links or facilities between Transit Oriented Development (TOD) and transit stations/other high-use activity centers? How does it contribute toward the creation of livable, walkable, and healthy communities?

Yes - This project promotes a safe cycling and walking link between bus facilities on El Camino Real and the Colma Bart Station and the community center and museum located at 1500 Hillside Boulevard which are located in the middle of the phase I improvements. This community center location is currently being used to facilitate City Council meetings, NPDES subcommittee meetings and other public meetings (Daycamp summer programs, educational programs for the community).

- c. Does the project support existing economic activity and/or new economic development in the immediate vicinity?

Yes - there are businesses on south side of Hillside Blvd which will benefit from this project as a result of increase in accessibility and customer demand.

PROJECT CONTACT INFORMATION

Primary Contact Person: Brad Donohue

Title: Director of Public Works

Telephone Number: (650) 757-8888

Email Address: brad.donohue@colma.ca.gov

Secondary Contact Person: Dave Bishop

Title: Senior Engineer

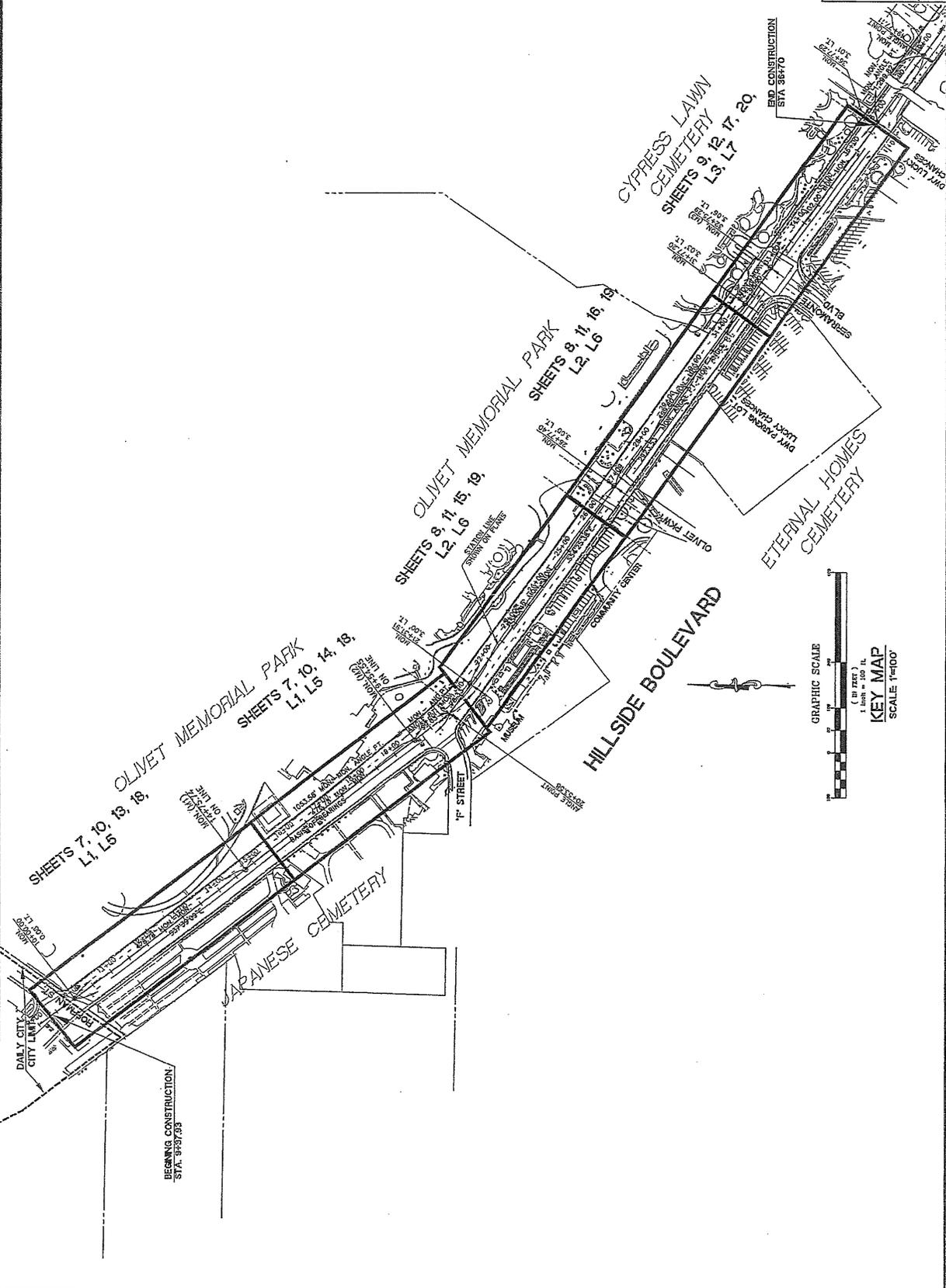
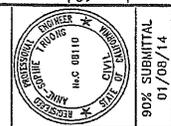
Telephone Number: (650) 522-2515

Email Address: dave@csgengr.com

Attachment A

90% PS&E submittal, 01/08/2014

DATE		NO.		REVISED		DATE	
DESIGNER: SF		DRAWN: JOC/SH		APPROVED:		PREPARED FOR:	
CSG Consultants Inc.		1700 South Franklin Boulevard, 3rd Floor Colma, CA 94014 Phone (650) 922-2500 Fax (650) 922-2599		TOWN OF COLMA 1198 EL CAMINO REAL COLMA, CA 94014		KEY MAP AND MONUMENT LOCATIONS HILLSIDE BOULEVARD IMPROVEMENTS PROJECT CALIFORNIA	
DATE: 01/08/14		SHEET 2		OF XX		TITLE:	
DATE: 01/08/14		90% SUBMITTAL		DATE: 01/08/14		JOB#: 10358	



Plotter: 01/08/14 @ 01:22:41
 Plot: 01/08/14 @ 01:22:41

DESIGNED BY: JG/STW
 DRAWN: JG/STW
 APPROVED: [Signature]
 PHONE: (650) 222-2200 FAX: (650) 222-2599
 1700 South
 Redwood
 Road
 Redwood
 City, CA 94061
 CSG Consultants Inc.

PG&E COORDINATION
 1. CONTRACTOR SHALL CONTACT BOBBI CHAMBERLAIN, PG&E UNDERGROUND TRANSMISSION MAINTENANCE SUPERVISOR (415-330-2286), AT LEAST 72 HOURS PRIOR TO WORKING NEAR THE 230KV TRANSMISSION LINE (LABELED HV ON PLANS), IF DIGGING WITHIN 5 FEET OF THE DUCT BANK. PG&E WILL ARRANGE FOR A CABLEMAN TO BE ON SITE FOR STANDBY.
 2. PLEASE NOTE THAT A STANDBY PG&E EMPLOYEE IS REQUIRED DURING ANY EXCAVATION WITHIN 10 FEET OF THE GAS TRANSMISSION LINE. CONTRACTOR SHALL CONTACT MIKE BADET, I&R SUPERVISOR, AT (650) 598-7248 TO ARRANGE FOR A STANDBY PG&E EMPLOYEE THREE (3) WORKING DAYS PRIOR TO ANY EXCAVATION WITHIN 10 FEET OF THE GAS TRANSMISSION LINE.

CALIFORNIA WATER SERVICE COMPANY (CALWATER) COORDINATION
 1. INSTALLATION OF NEW FIRE HYDRANT AT STA.17+78& WILL BE BY CALWATER. CONTRACTOR SHALL CONTACT CALWATER AT (415) 330-2286 IMMEDIATELY UPON AWARD OF CONTRACT TO COORDINATE WORK AND CONSTRUCTION SCHEDULES.

X. EARTHWORK AND GRADING
 1. TOPSOIL, ROOTS, VEGETABLE MATTER, TRASH, DEBRIS AND ANY OTHER DELETERIOUS MATERIAL SHALL NOT BE CONSIDERED ACCEPTABLE FILL MATERIAL.
 2. UNLESS OTHERWISE SHOWN ON PLANS AND/OR DETAILS, PLACE TOPSOIL TO A MAXIMUM DEPTH OF 6" TO 8" TO THE DESIGN GRADES SHOWN ON THE DRAWINGS. ANY AREA TO RECEIVE FILL SHALL BE SCARIFIED AT LEAST SIX (6") INCHES AND COMPACTED TO THE SPECIFIED RELATIVE COMPACTION.
 3. ANY ADDITIONAL FILL MATERIAL REQUIRED TO ATTAIN THE DESIGN GRADES SHOWN ON THESE PLANS SHALL BE PER PROJECT SPECIFICATIONS. ALL FILL MATERIAL SHALL BE FIELD TESTED FOR COMPLIANCE WITH THE PROJECT SPECIFICATIONS INCLUDING TOXICITY TESTING.
 4. COMPACTION BY FLOODING, PONDING OR JETTING WILL NOT BE PERMITTED.

XI. DEMOLITION NOTES
 1. SEE TRAFFIC SIGNAL NOTIFICATION PLANS FOR ADDITIONAL DEMOLITION WORK INCLUDING REMOVAL OF EXISTING SIGNAL POLE FOUNDATIONS AND DETECTOR LOOPS.
 2. EXISTING "SPECIAL" SIGNS AS SHOWN ON THE LIGHTING/SIGNS AND STRIPING PLANS SHALL BE SALVAGED AND MAINTAINED IN AN ACCEPTABLE CONDITION FOR RE-INSTALLATION BY THE CONTRACTOR.
 3. DEMOLITION INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS AND GRINDING OF THERMOPLASTIC PAVEMENT LEGENDS.
 4. PROTECT EXISTING IRRIGATION SYSTEMS WITHIN PROJECT LIMITS.
 5. PROTECT EXISTING MONUMENTS DURING CONSTRUCTION.
 6. PROTECT-IN-PLACE ALL MANHOLE COVERS AND LIDS OF UNDERGROUND VAULTS, WATER VALVES, ETC. UNLESS OTHERWISE NOTED ON PLANS.
 7. TO THE BEST OF THE TOWN'S KNOWLEDGE, THE DEPTH OF EXISTING ASPHALT CONCRETE IS AS SHOWN ON THESE SECTIONS. HOWEVER, THE TOWN CANNOT WARRANT THAT THE DEPTH IS COMPLETELY UNIFORM THROUGHOUT. GRINDING EXISTING SECTION "FULL-DEPTH" SHALL MEAN GRINDING EXISTING ASPHALT CONCRETE DOWN TO BASE MATERIAL AND MAY BE MORE THAN WHAT IS SHOWN ON THESE PLANS.

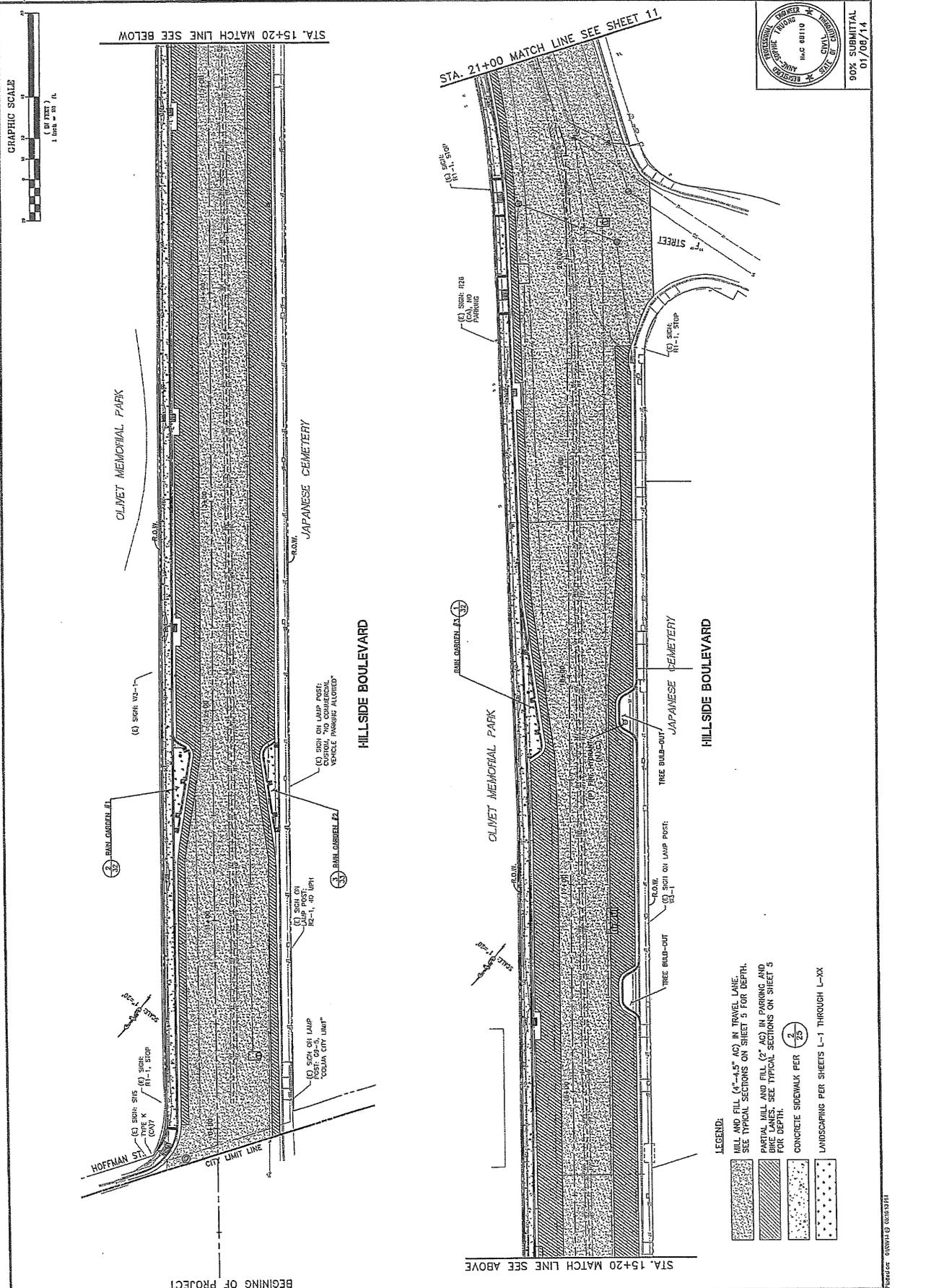
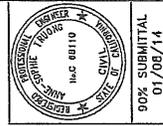
XII. LIGHTING NOTES
 1. LIGHTING SYMBOLS DENOTE APPROXIMATE LOCATION OF POLE AND NO. 3 1/2 PULL BOX (NOT SHOWN).
 2. LIGHTING STANDARD SHALL BE IN PLACE AND TRULY PLUMBED BEFORE PLACING DRY PACK.
 3. LUMINAIRES SHALL BE Wired TO A "MULTIPLE CIRCUIT".
 4. LIGHTING CONDUIT INSTALLATION SHALL CONFORM TO THE REQUIREMENTS FOR "TRENCHING IN PAVEMENT METHOD" IN SECTION 66-205C OF THE STATE STANDARD SPECIFICATIONS.
 5. CONFIRM EXACT LIGHTING LOCATIONS IN THE FIELD WITH THE ENGINEER PRIOR TO EXCAVATION FOR THE FOUNDATION.
 6. CONFIRM LOCATIONS IN FIELD WITH ENGINEER PRIOR TO TRENCHING.
 7. SEE SIGNAL MODIFICATION PLANS FOR ADDITIONAL LIGHTING REMOVALS AND INSTALLATIONS.
 8. DOUBLE STREET LIGHTS SHALL BE CENTERED WITHIN MEDIAN, UNLESS OTHERWISE NOTED ON PLANS.
 9. PROVIDE NO. 3 1/2 PULL BOX SPACED AS NOTED OR 250 FEET MAX.
 10. EDGE OF STREET LIGHT FOUNDATION TO BE MIN. 18" FROM 230 W TRENCH.

NO.	REVISIONS	DATE

DESIGNED BY: []
 DRAWN BY: JOC/ST
 APPROVED: []
 PREPARED FOR: TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA 94014

PREPARED FOR: TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA 94014
 PAVING PLAN
 STA. 57+70 TO STA. 69+00
 HILLSIDE BOULEVARD IMPROVEMENTS PROJECT
 TOWN OF COLMA
 CALIFORNIA

SHEET 10
 OF
 XX
 DATE: 01/08/14
 90% SUBMITTAL
 01/08/14
 PROJ: 105391



- LEGEND:**
- MILL AND FILL (4"-4.5" AG) IN TRAVEL LANE. SEE TYPICAL SECTIONS ON SHEET 3 FOR DEPTH.
 - PARTIAL MILL AND FILL (2" AG) IN PARKING AND BIKE LANES. SEE TYPICAL SECTIONS ON SHEET 3 FOR DEPTH.
 - CONCRETE SIDEWALK PER 25
 - LANDSCAPING PER SHEETS L-1 THROUGH L-XX

STA. 15+20 MATCH LINE SEE ABOVE

STA. 15+20 MATCH LINE SEE BELOW

HILLSIDE BOULEVARD

JAPANESE CEMETERY

OLIVET MEMORIAL PARK

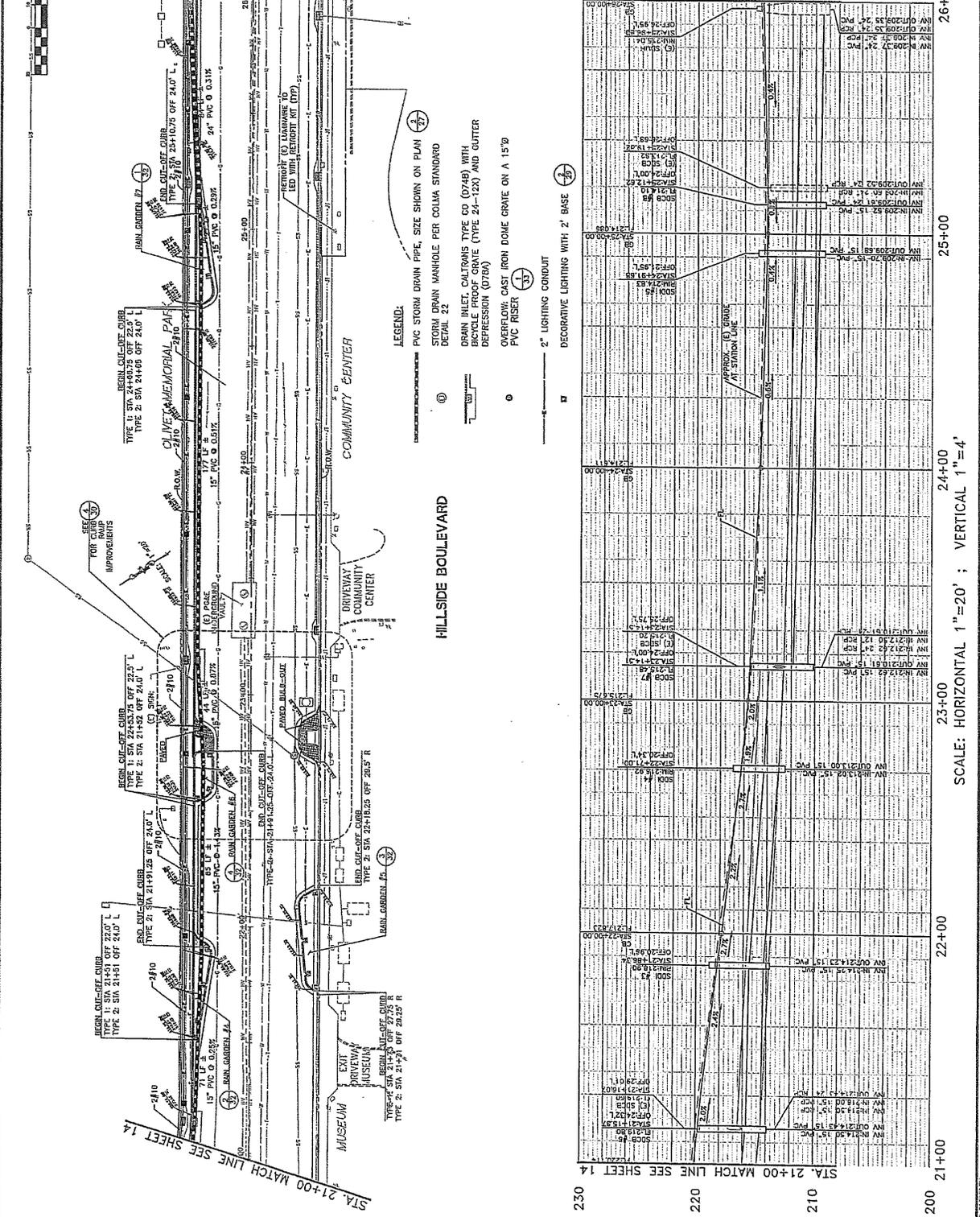
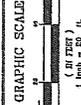
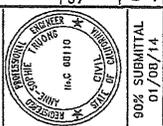
HILLSIDE BOULEVARD

JAPANESE CEMETERY

OLIVET MEMORIAL PARK

HILLSIDE BOULEVARD

HILLSIDE BOULEVARD



- LEGEND:**
- PVC STORM DRAIN PIPE, SIZE SHOWN ON PLAN
 - STORM DRAIN MANHOLE PER COLMA STANDARD DETAIL 22
 - DRAIN INLET, CULTRANS TYPE CO (07148) WITH BICYCLE PROOF GRATE (TYPE 24-12X) AND GUTTER
 - OVERFLOW, CAST IRON DOME CRUIE ON A 15'Ø
 - PVC RISER
 - 2" LIGHTING CONDUIT
 - DECORATIVE LIGHTING WITH 2" BASE

NO.	REVISIONS	DATE

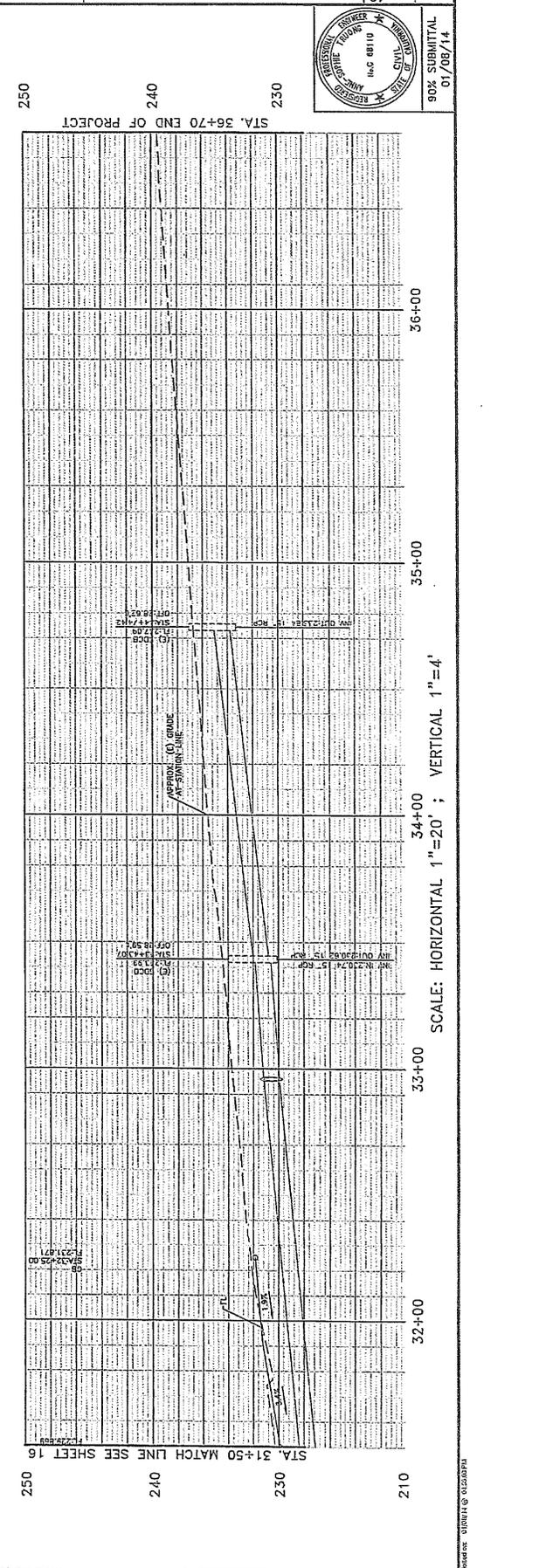
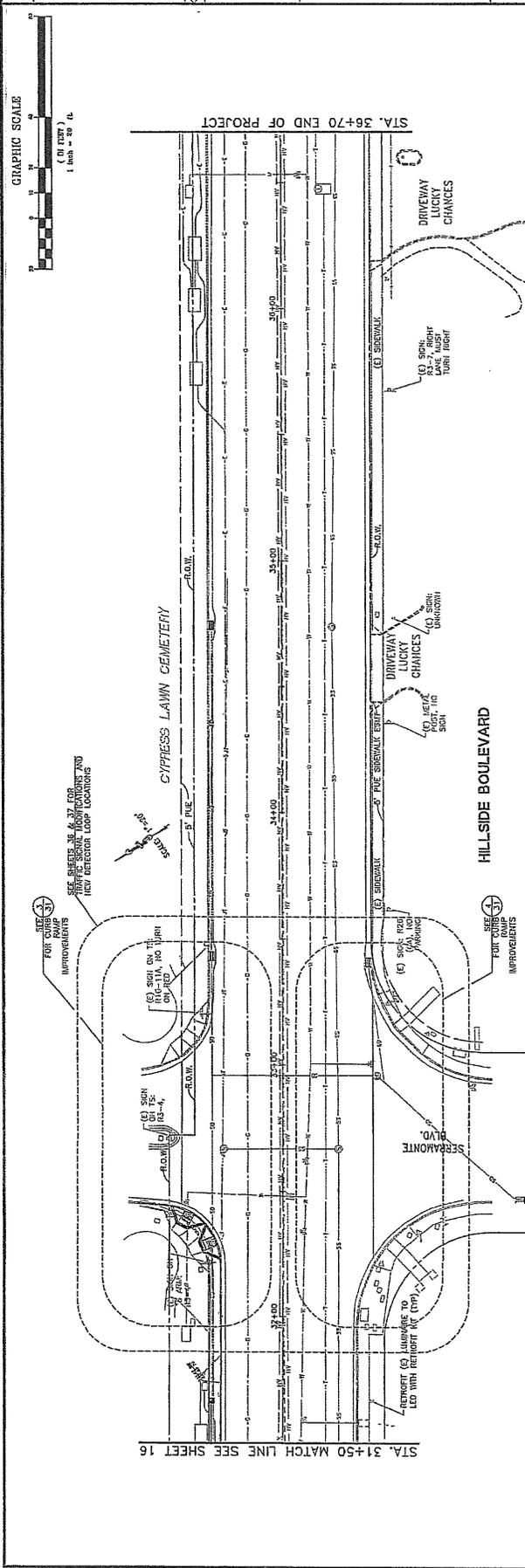
DESIGNED: ST
 DRAWN: JSC/SH
 APPROVED: [Signature]
 PREPARED BY: [Signature]

CSG Consultants Inc.
 1700 South Amphlett Boulevard, 3rd Floor
 San Mateo, CA 94402
 Phone: (650) 222-2580 Fax: (650) 222-2589

TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA, 94014

TITLE: IMPROVEMENTS PLAN AND PROFILE
 STA. 31+50 TO STA. 36+70
 HILLSIDE BOULEVARD IMPROVEMENTS PROJECT
 TOWN OF COLMA
 SHEET 117
 OF XX

DATE: 01/08/14
 90% SUBMITTAL
 01/08/14
 10339



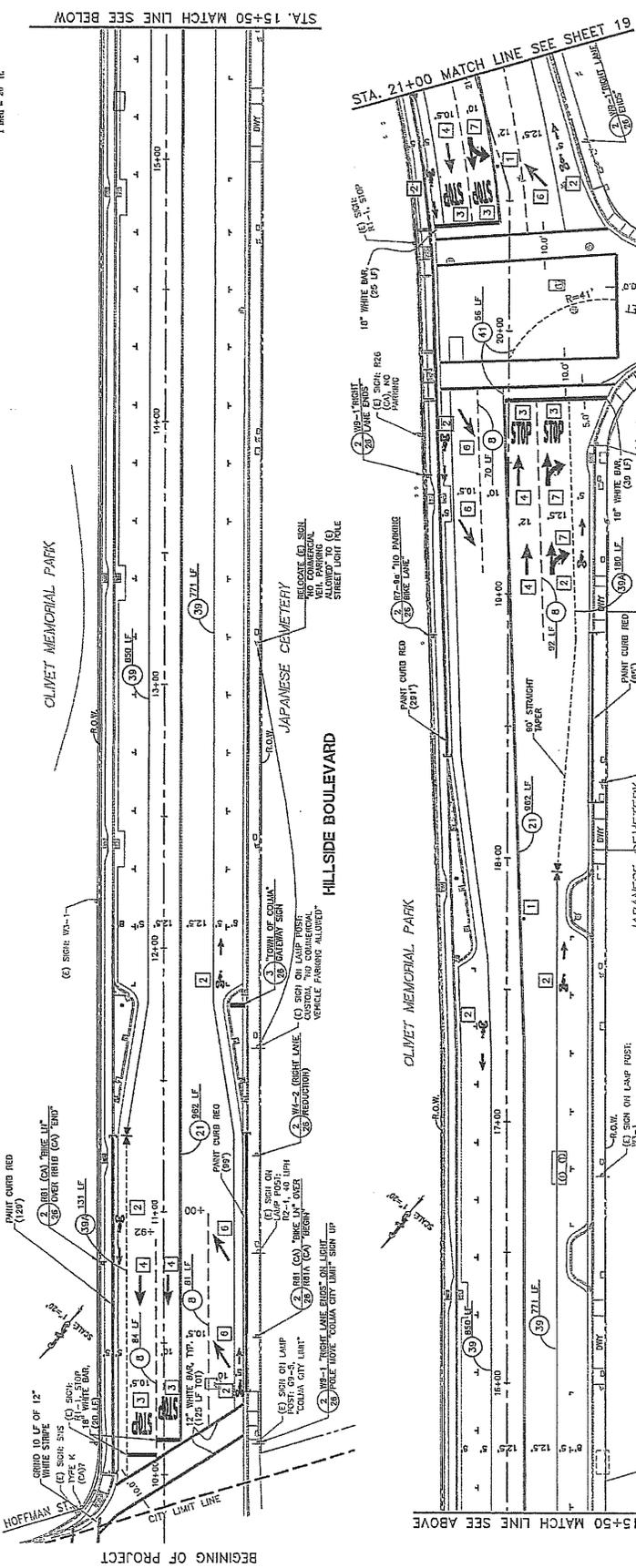
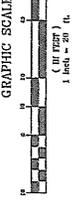
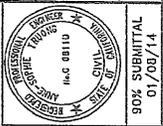
NO.	REVISIONS	DATE

DESIGNED BY: JOC/SM
 APPROVED: [Signature]
 SCALE: AS SHOWN

PREPARED FOR: TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA. 94014
 PREPARED BY: CSG Consultants Inc.
 Phone (505) 252-2500 Fax (505) 252-2599

TITLE: SIGNING AND STRIPING PLAN,
 STA. 10+00 TO STA. 21+00
 HILLSIDE BOULEVARD IMPROVEMENTS PROJECT
 TOWN OF COLMA, CALIFORNIA

DATE: 01/09/14
 90% SUBMITTAL
 01/03/14
 SHEET 18
 OF
 XX



- GENERAL SIGNAGE NOTES:**
1. ALL SIGNS & MARKINGS SHALL BE PER THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
 2. STREET NAME SIGNS AND OVERTAKE SIGNS SHALL BE PER THE TOWN OF COLMA'S MASTER SIGN PROGRAM.
 3. INSTALLATION OF SIGNS, MARKINGS AND STRIPING SHALL BE PER PROJECT MANUAL, SECTION 02100. SIGN LOCATIONS IN THE FIELD WITH DIMENSIONS PRIOR TO EXCAVATION OF THE FOUNDATION.
 4. UNLESS OTHERWISE SHOWN OR NOTED, ALL SIGNING SHOWN ON THESE PLANS SHALL BE NEW SIGNS MOUNTED ON NEW POLES / POSTS AND FOUNDATIONS PER PROJECT MANUAL.
 5. WHERE REQUIRED, EXISTING CUSTOM SIGNS SHALL BE SAVED, MAINTAINED AND FOUNDATIONS PER PROJECT MANUAL.
 6. FOR SIGN DESCRIPTION, DIMENSIONS AND QUANTITIES SEE SHEET 20.

- GENERAL MARKINGS AND STRIPING NOTES:**
1. ALL STRIPING SHALL BE PER CALTRANS STANDARD PLANS, LATEST EDITION.
 2. ALL STRIPING AND LEGENDS SHALL BE THERMOPLASTIC, EXCEPT STRIPING DETAILS 30, 30A, BIKE LANE MARKINGS AND BIKE LANE ARROWS.
 3. TOWN TO APPROVE CAT-TRACKING PRIOR TO PLACEMENT OF PERMANENT TOWN MARKING. PERMANENT MARKING SHALL BE PLACED WITHIN 1 WEEK REVIEW BY TOWN AFTER PLACEMENT OF CAT-TRACKING.
 4. NO CAT-TRACKING TO BE PLACED AT EVERY STORM DRAIN INLET.
 5. PAINT BLUE FIRE APPARATUS MARKER 6" AWAY CENTERLINE, IN USE WITH FIRE FRONT.
 6. FOR SIGNS & STRIPING QUANTITIES SEE SHEET 20.
 7. FOR STANDARD "T" PARKING STALL MARKING AND STALL DIMENSIONS, SEE DETAIL 4, SHEET 20.

QUANTITIES	EA	SIZE	TOTAL SIZE
1	4		
2	23	14	372
3	6	22	132
4	20	14	280
5	14	15	210
6	6	42	252
7	4	27	108
8	5	22	110

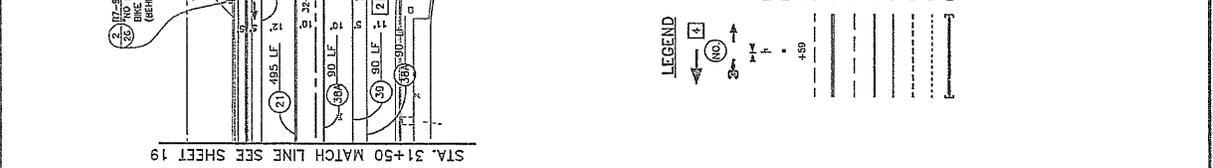
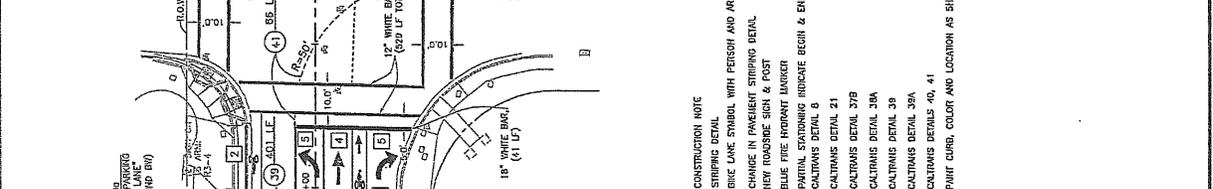
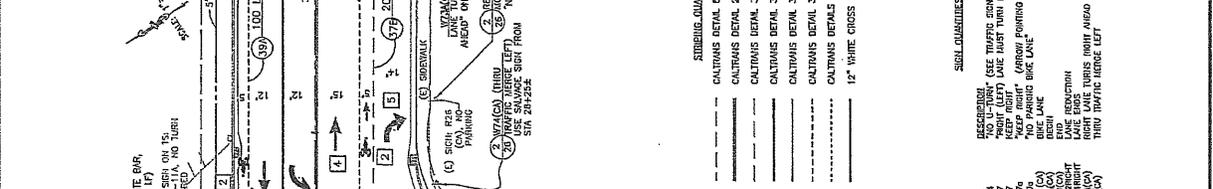
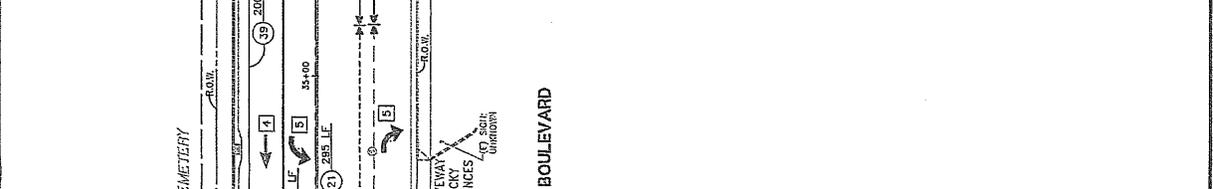
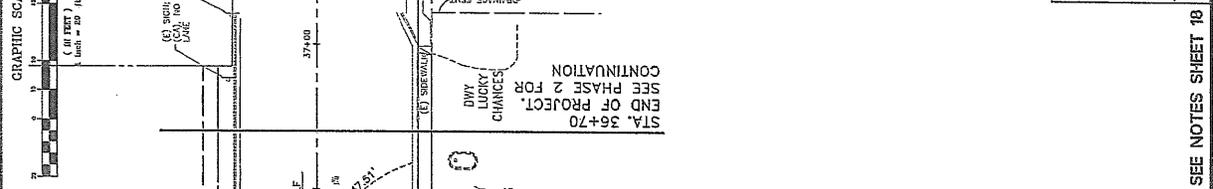
- CONSTRUCTION NOTES:**
1. INSTALL BLUE FIRE APPARATUS MARKER 6" OFF CENTER STRIPING, IN USE WITH FIRE FRONT.
 2. INSTALL CAT-TRACKING WITH BIKELANE STRIPING WITH PERSON (CALTRANS DETAILS/A24) WITH BIKELANE STRIPING WITH PERSON (CALTRANS DETAILS/A24).
 3. INSTALL CALTRANS PAVEMENT MARKING LEGEND (CALTRANS DETAILS/A24) 8" FROM CROSS WALK STRIPE OR STOP BAR.
 4. INSTALL CALTRANS TYPE 1 ARROW (10") (CALTRANS DETAILS/A24).
 5. INSTALL CALTRANS TYPE 1 ARROW (CALTRANS DETAILS/A24).
 6. INSTALL CALTRANS TYPE 1 ARROW (CALTRANS DETAILS/A24).
 7. INSTALL CALTRANS TYPE 1 ARROW (CALTRANS DETAILS/A24).
 8. INSTALL CALTRANS PAVEMENT MARKING LEGEND (CALTRANS DETAILS/A24).

- CONSTRUCTOR NOTE**
- STRIPING DETAIL: BIKELANE SYMBOL WITH PERSON AND ARROW (10")
- CHANGE IN PAVEMENT STRIPING DETAIL: NEW PAVEMENT SIGN & POST
- BLUE FIRE APPARATUS MARKER
- PARTIAL STRIPING INDICATE BEGIN & END STRIPING
- CALTRANS DETAIL 0
- CALTRANS DETAIL 21
- CALTRANS DETAIL 37B
- CALTRANS DETAIL 39A
- CALTRANS DETAIL 30
- CALTRANS DETAIL 30A
- CALTRANS DETAILS 40, 41
- PAINT CURB, COLOR AND LOCATION AS SHOWN ON PLAN

LEGEND

[Symbol]	CONSTRUCTION NOTE
[Symbol]	STRIPING DETAIL
[Symbol]	CHANGE IN PAVEMENT STRIPING DETAIL
[Symbol]	NEW PAVEMENT SIGN & POST
[Symbol]	BLUE FIRE APPARATUS MARKER
[Symbol]	PARTIAL STRIPING INDICATE BEGIN & END STRIPING
[Symbol]	CALTRANS DETAIL 0
[Symbol]	CALTRANS DETAIL 21
[Symbol]	CALTRANS DETAIL 37B
[Symbol]	CALTRANS DETAIL 39A
[Symbol]	CALTRANS DETAIL 30
[Symbol]	CALTRANS DETAIL 30A
[Symbol]	CALTRANS DETAILS 40, 41
[Symbol]	PAINT CURB, COLOR AND LOCATION AS SHOWN ON PLAN

NO.	REVISIONS	DATE

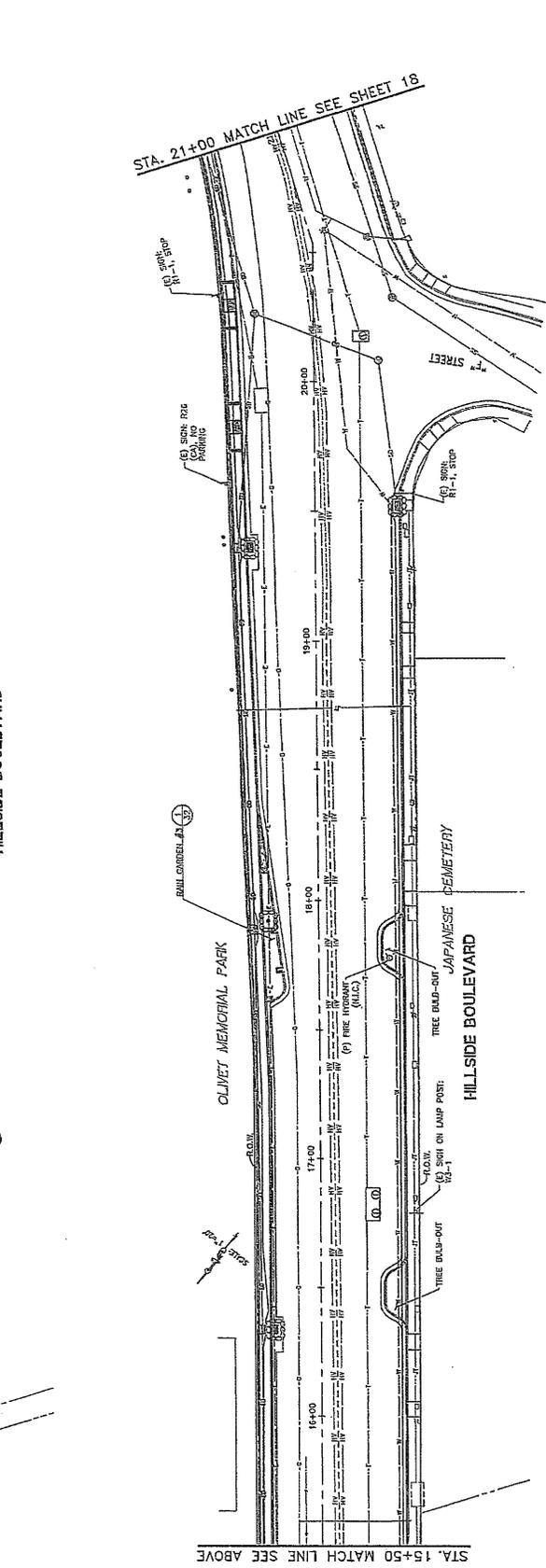
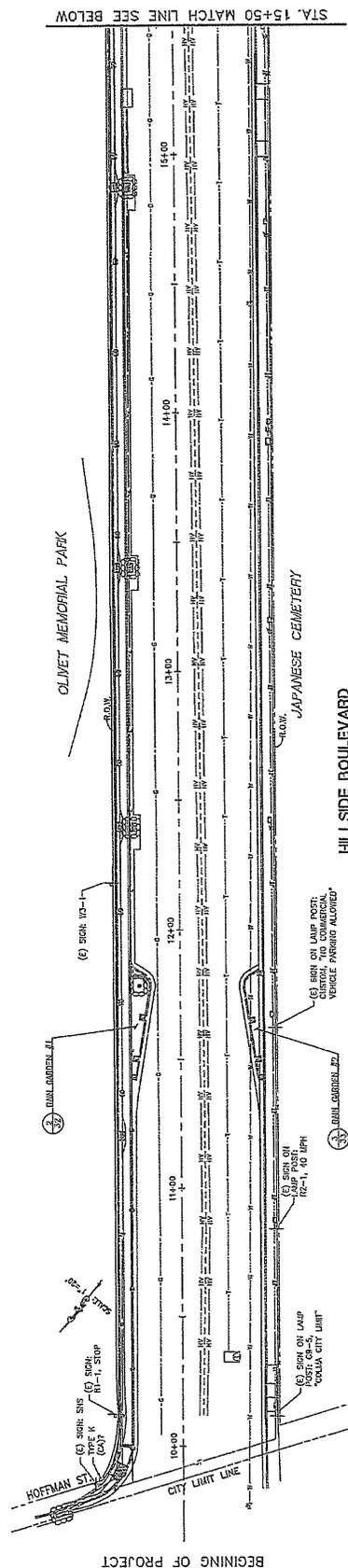
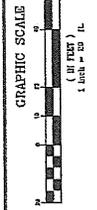
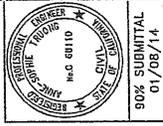


NO.	REVISIONS	DATE

DESIGNED BY: ST
 DRAWN: JOC/ST
 APPROVED: [Signature]
 PREPARED FOR: TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA. 94014
 CSG Consultants Inc.
 Phone: (650) 222-2500 Fax: (650) 222-2599
 1700 South America Boulevard, 2nd Floor
 San Mateo, CA 94402

PROJECT NO: 01/08/14
 SHEET 21
 OF
 XX
 EROSION/STORMWATER POLLUTION CONTROL PLAN,
 HILLSIDE BOULEVARD IMPROVEMENTS PROJECT
 TOWN OF COLMA
 CALIFORNIA

DATE: 01/08/14
 JOB#: 1032374
 90% SUBMITTAL
 01/08/14



STORM WATER POLLUTION PREVENTION LEGEND
 INLET PROTECTION FOR DETAILS 2 & 3, SHEET 23 (ALSO SEE CASO SE-10-TYPE 3 & 5, TYPE 4 MAY BE USED)
 STAGING AREA, SEE SHEET 22 FOR LOCATION
 CONCRETE WASTE MANAGEMENT/WASHOUT, CASO W11-8, SEE DETAIL 1, SHEET 23, LOCATION SHALL BE COORDINATED WITH THE DIRECTION OF PUBLIC WORKS.

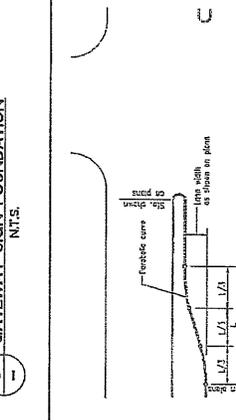
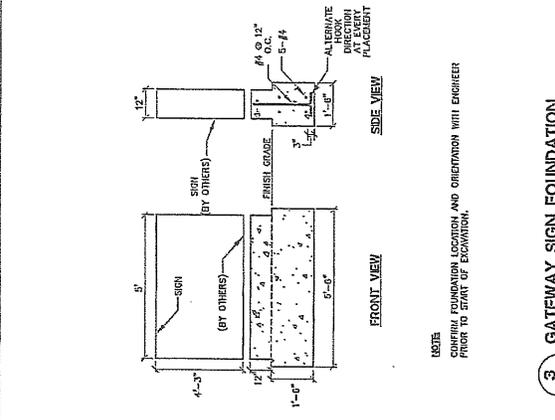
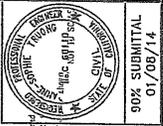
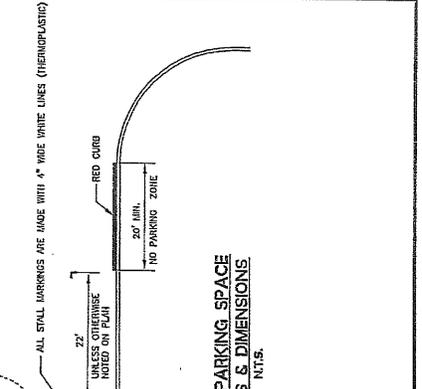
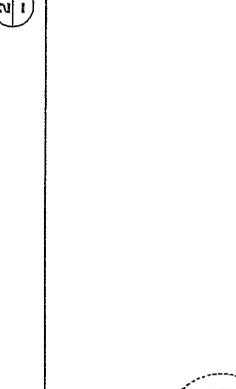
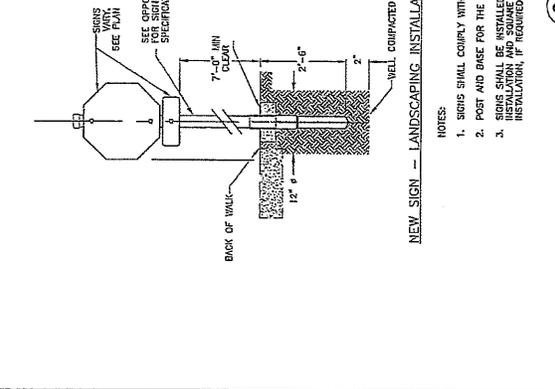
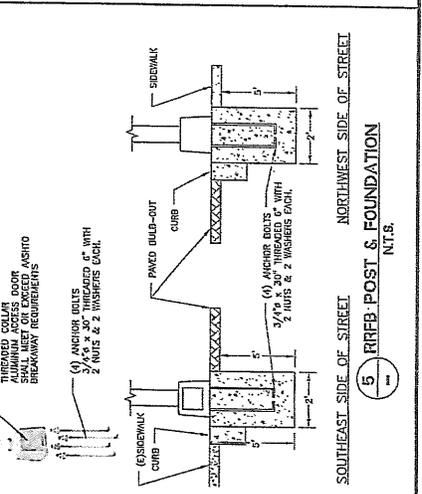
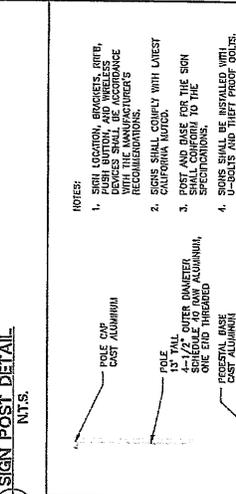
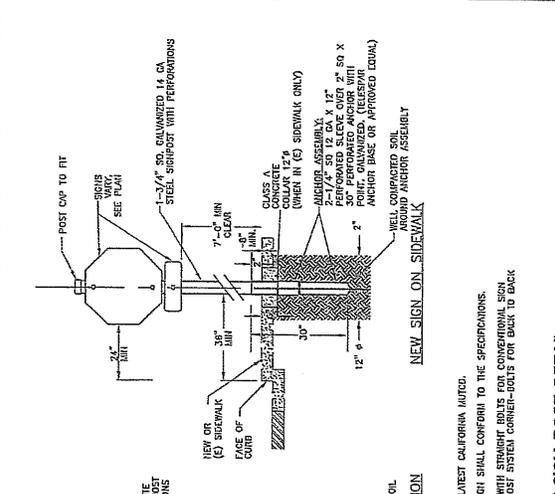


Table with 3 columns: Length of taper, Bulb diameter, Offset distance for bulb. Rows 1-10.

Length of taper	Bulb diameter	Offset distance for bulb
10	15.0	0.0
15	22.5	0.0
20	30.0	0.0
25	37.5	0.0
30	45.0	0.0
35	52.5	0.0
40	60.0	0.0
45	67.5	0.0
50	75.0	0.0
55	82.5	0.0
60	90.0	0.0
65	97.5	0.0
70	105.0	0.0
75	112.5	0.0
80	120.0	0.0
85	127.5	0.0
90	135.0	0.0
95	142.5	0.0
100	150.0	0.0

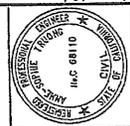
NOTES:
 1. Bulbs are measured from a base line (B.L.) in the right face of the taper.
 2. Bulbs along the same line are measured from the point of tangency.
 3. Bulb height shall be 1/2" unless otherwise directed on the City Plan on the plan.



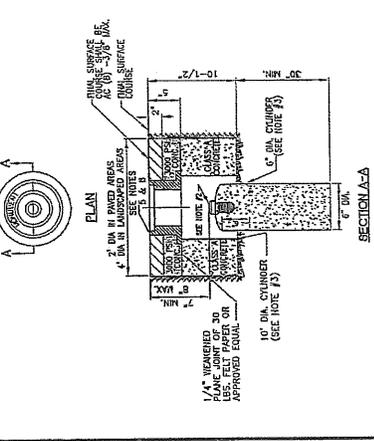
NOTES:
 1. SIGNS SHALL COMPLY WITH LATEST CALIFORNIA MTD.
 2. POST AND BASE FOR THE SIGN SHALL CONFORM TO THE SPECIFICATIONS.
 3. SIGN SHALL BE INSTALLED WITH STRONG BOLTS FOR CONVENTIONAL SIGN.
 4. SIGN SHALL BE INSTALLED WITH STRONG CORNER-BOLTS FOR BACK TO BACK INSTALLATION, IF REQUIRED.

NOTES:
 1. SIGN LOCATOR, BRACKETS, RITE, PUSH BUTTON, AND WIRELESS INDICATOR SHALL CONFORM WITH THE MANUFACTURER'S RECOMMENDATIONS.
 2. SIGNS SHALL COMPLY WITH LATEST CALIFORNIA MTD.
 3. POST AND BASE FOR THE SIGN SHALL COMPLY WITH THE SPECIFICATIONS.
 4. SIGNS SHALL BE INSTALLED WITH U-BOLTS AND THEFT PROOF BOLTS.

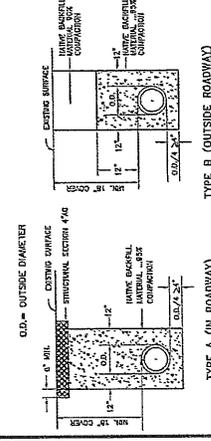
NOTES:
 1. SIGNS SHALL COMPLY WITH LATEST CALIFORNIA MTD.
 2. POST AND BASE FOR THE SIGN SHALL CONFORM TO THE SPECIFICATIONS.
 3. SIGN SHALL BE INSTALLED WITH STRONG BOLTS FOR CONVENTIONAL SIGN.
 4. SIGN SHALL BE INSTALLED WITH STRONG CORNER-BOLTS FOR BACK TO BACK INSTALLATION, IF REQUIRED.



- NOTES:
- MONUMENT FRAME & COVER SHALL BE PRECAST IRON WORK P-2601-A WITH MONUMENT COVER OR APPROVED EQUIVALENT.
 - CONCRETE SHALL BE PLACED THIRTY (30) MINUTES BEFORE THE MONUMENT FRAME IS SET.
 - 6" & 10" DIA. CYLINDERS TO BE FINISHED BY GRINDING.
 - MONUMENT FRAME SHALL BE HELD SECURELY IN PLACE (TO FINISH LINE & GRADE) PRIOR TO POURING THE UPPER 4"-1/2" INCHES OF CONCRETE. (GUESTED DURING CONSTRUCTION).
 - MONUMENT CASTINGS SHALL BE INSTALLED AFTER THE FINAL SURFACE COURSE HAS BEEN COMPLETED.

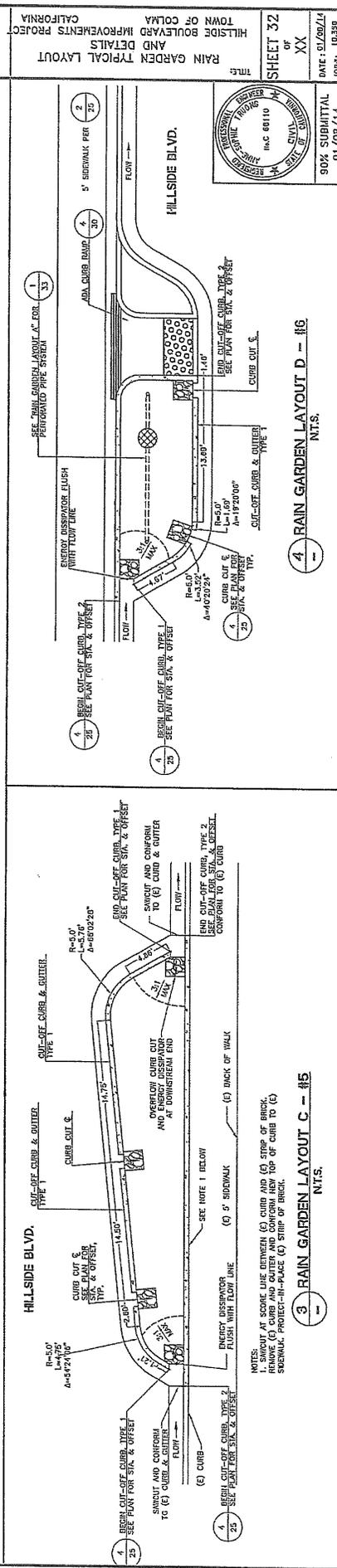
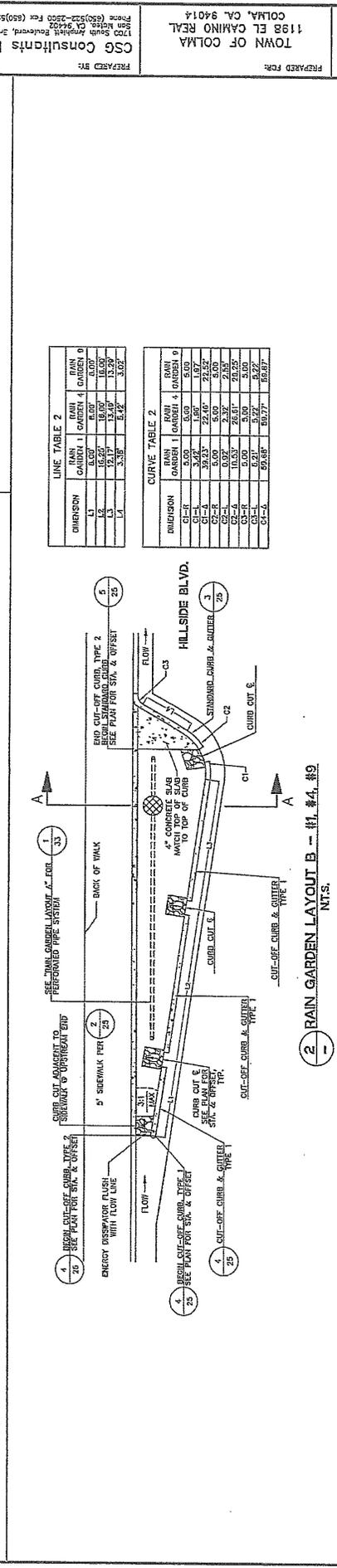
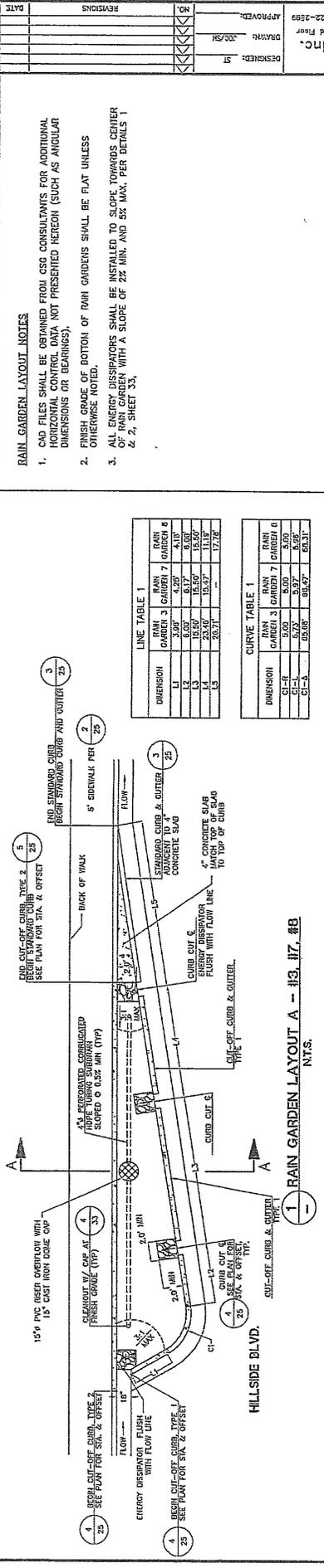


1 STANDARD STRUCTURES MONUMENT, FRAME AND COVER REPLACEMENT. N.T.S.



2 STANDARD TRENCH BACKFILL AND BEDDING DETAIL STORM DRAIN PIPES AND ELECTRICAL CONDUIT. N.T.S.

THERE SHALL BE A MINIMUM OF ONE AND ONE-HALF FEET (1.5 INCHES) OF COVER OVER ALL STORM DRAIN PIPES UNLESS OTHERWISE DIRECTED BY THE TOWN. NATIVE BACKFILL SHALL BE APPROVED BY THE TOWN PRIOR TO RE-USING. SHALL BE FREE FROM STONES AND OTHER UNSATISFACTORY MATERIAL. REFINISHING TO BE DONE TO MATCH EXISTING SURFACE. ALL REFINISHING IN ACCORDANCE WITH CSHA AND STATE OF CALIFORNIA SAFETY STANDARDS.



RAIN GARDEN LAYOUT NOTES

- CAD FILES SHALL BE OBTAINED FROM CSG CONSULTANTS FOR ADDITIONAL HORIZONTAL CONTROL DATA NOT PRESENTED HEREON (SUCH AS ANGULAR DIMENSIONS OR BEARINGS).
- FINISH GRADE OF BOTTOM OF RAIN GARDENS SHALL BE FLAT UNLESS OTHERWISE NOTED.
- ALL ENERGY DISSIPATORS SHALL BE INSTALLED TO SLOPE TOWARDS CENTER OF RAIN GARDEN WITH A SLOPE OF 2% MIN. AND 8% MAX. PER DETAILS 1 & 2, SHEET 33.

LINE TABLE 1

DIMENSION	RAIN GARDEN 1	RAIN GARDEN 2	RAIN GARDEN 3	RAIN GARDEN 4	RAIN GARDEN 5	RAIN GARDEN 6	RAIN GARDEN 7	RAIN GARDEN 8
L1	3.50'	4.25'	4.10'	4.10'	4.10'	4.10'	4.10'	4.10'
L2	6.00'	6.17'	6.00'	6.00'	6.00'	6.00'	6.00'	6.00'
L3	15.00'	15.00'	15.00'	15.00'	15.00'	15.00'	15.00'	15.00'
L4	33.40'	33.47'	33.40'	33.40'	33.40'	33.40'	33.40'	33.40'
L5	30.71'	30.71'	30.71'	30.71'	30.71'	30.71'	30.71'	30.71'

CURVE TABLE 1

DIMENSION	RAIN GARDEN 1	RAIN GARDEN 2	RAIN GARDEN 3	RAIN GARDEN 4	RAIN GARDEN 5	RAIN GARDEN 6	RAIN GARDEN 7	RAIN GARDEN 8
CI-R	5.00'	5.00'	5.00'	5.00'	5.00'	5.00'	5.00'	5.00'
CI-L	5.00'	5.00'	5.00'	5.00'	5.00'	5.00'	5.00'	5.00'
CI-A	05.68'	05.97'	05.95'	05.95'	05.95'	05.95'	05.95'	05.95'

LINE TABLE 2

DIMENSION	RAIN GARDEN 1	RAIN GARDEN 4	RAIN GARDEN 8
L1	6.00'	6.00'	6.00'
L2	15.00'	15.00'	15.00'
L3	33.40'	33.40'	33.40'
L4	33.47'	33.47'	33.47'

CURVE TABLE 2

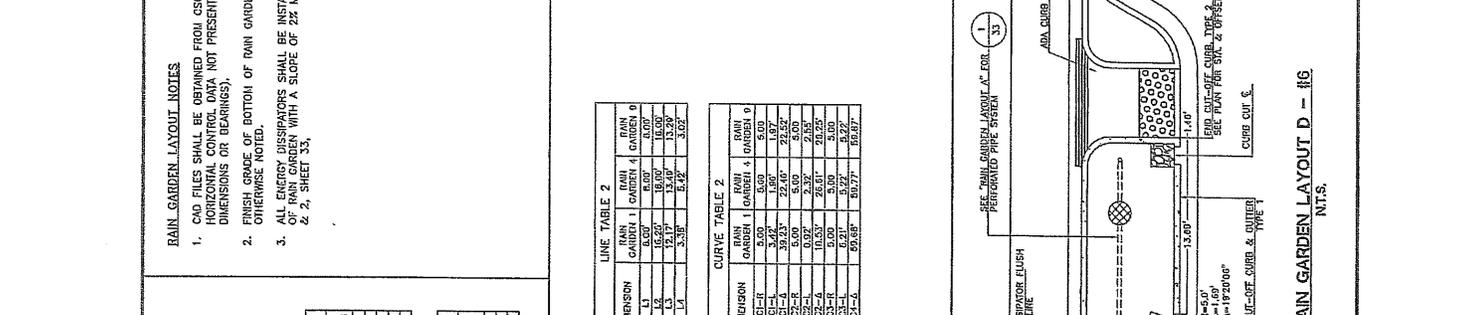
DIMENSION	RAIN GARDEN 1	RAIN GARDEN 4	RAIN GARDEN 8
CI-R	5.00'	5.00'	5.00'
CI-L	5.00'	5.00'	5.00'
CI-A	05.68'	05.97'	05.95'
CI-B	05.68'	05.97'	05.95'

NOTES:

- IF A SPACE LINE BETWEEN (A) CURB AND (B) STRIP OF BRICK, REMOVE (B) CURB AND GUTTER AND COMFORM AND TOP OF CURB TO (C) SIDEWALK, PROTECT-IN-PLACE (C) STRIP OF BRICK.



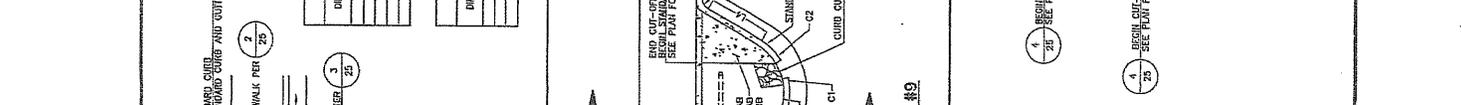
90% SUBMITTAL
 01/09/14
 RAIN GARDEN LAYOUT D - #6
 NTS.



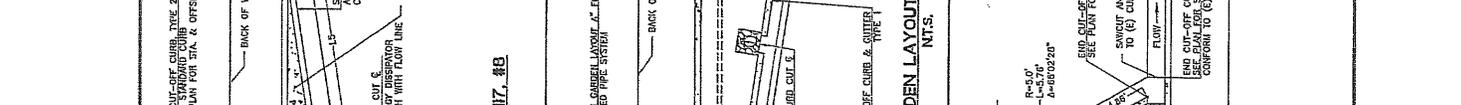
NOTES:

- IF A SPACE LINE BETWEEN (A) CURB AND (B) STRIP OF BRICK, REMOVE (B) CURB AND GUTTER AND COMFORM AND TOP OF CURB TO (C) SIDEWALK, PROTECT-IN-PLACE (C) STRIP OF BRICK.

PREPARED FOR: TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA 94014
 PREPARED BY: CSG Consultants Inc.
 1709 South Hillside Boulevard, 3rd Floor
 Colma, CA 94022
 Phone: (415) 922-2500 Fax: (415) 922-2599
 DESIGNED: ST
 DRAWN: JCS
 APPROVED: [Signature]
 NO. []
 REVISIONS []
 DATE []



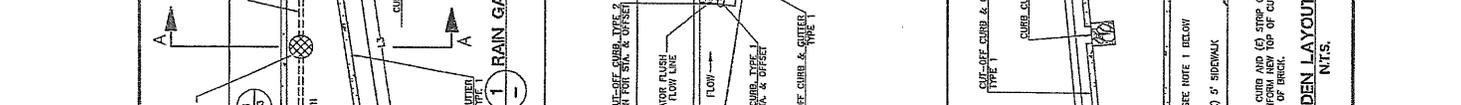
90% SUBMITTAL
 01/09/14
 RAIN GARDEN LAYOUT B - #1, #4, #9
 NTS.



NOTES:

- IF A SPACE LINE BETWEEN (A) CURB AND (B) STRIP OF BRICK, REMOVE (B) CURB AND GUTTER AND COMFORM AND TOP OF CURB TO (C) SIDEWALK, PROTECT-IN-PLACE (C) STRIP OF BRICK.

PREPARED FOR: TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA 94014
 PREPARED BY: CSG Consultants Inc.
 1709 South Hillside Boulevard, 3rd Floor
 Colma, CA 94022
 Phone: (415) 922-2500 Fax: (415) 922-2599
 DESIGNED: ST
 DRAWN: JCS
 APPROVED: [Signature]
 NO. []
 REVISIONS []
 DATE []



90% SUBMITTAL
 01/09/14
 RAIN GARDEN LAYOUT C - #5
 NTS.



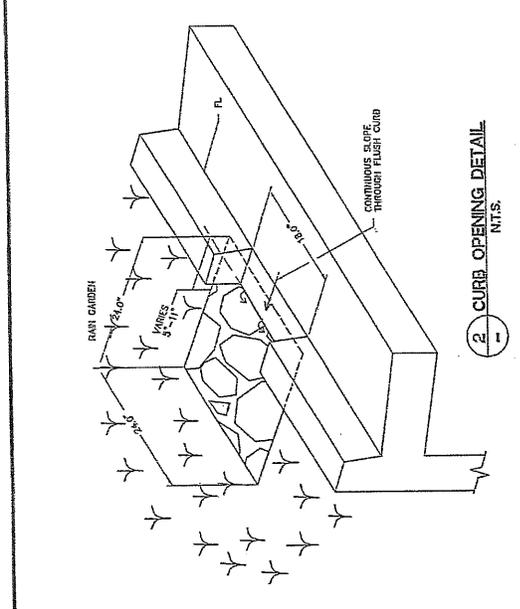
NOTES:

- IF A SPACE LINE BETWEEN (A) CURB AND (B) STRIP OF BRICK, REMOVE (B) CURB AND GUTTER AND COMFORM AND TOP OF CURB TO (C) SIDEWALK, PROTECT-IN-PLACE (C) STRIP OF BRICK.

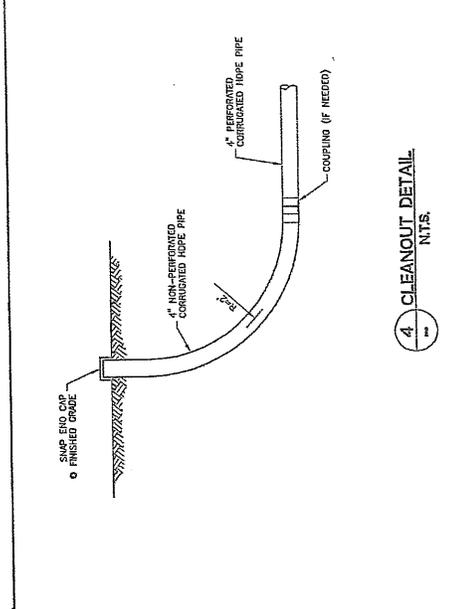
PREPARED FOR: TOWN OF COLMA
 1198 EL CAMINO REAL
 COLMA, CA 94014
 PREPARED BY: CSG Consultants Inc.
 1709 South Hillside Boulevard, 3rd Floor
 Colma, CA 94022
 Phone: (415) 922-2500 Fax: (415) 922-2599
 DESIGNED: ST
 DRAWN: JCS
 APPROVED: [Signature]
 NO. []
 REVISIONS []
 DATE []



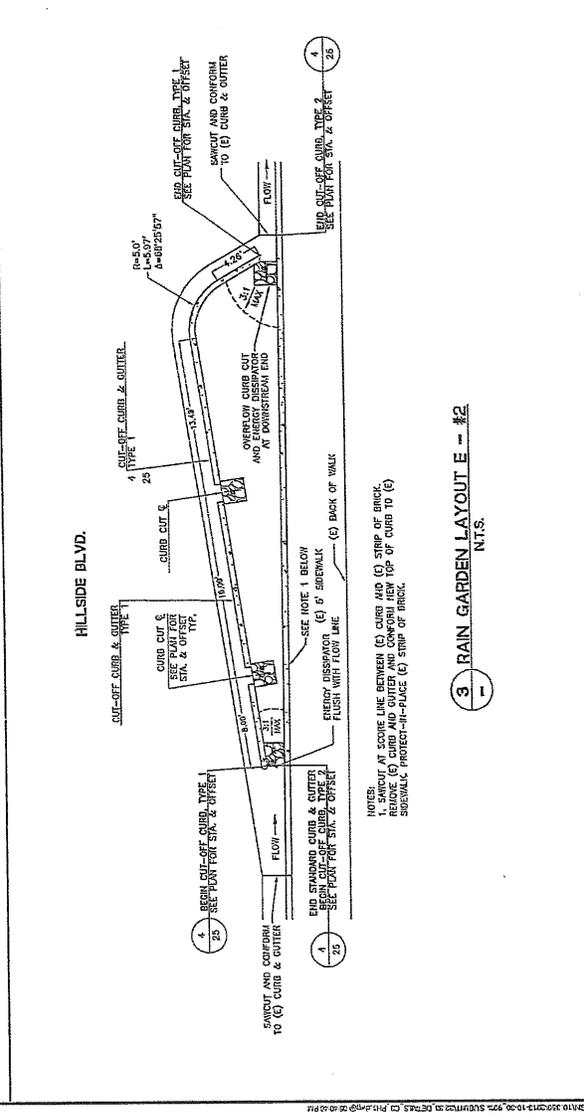
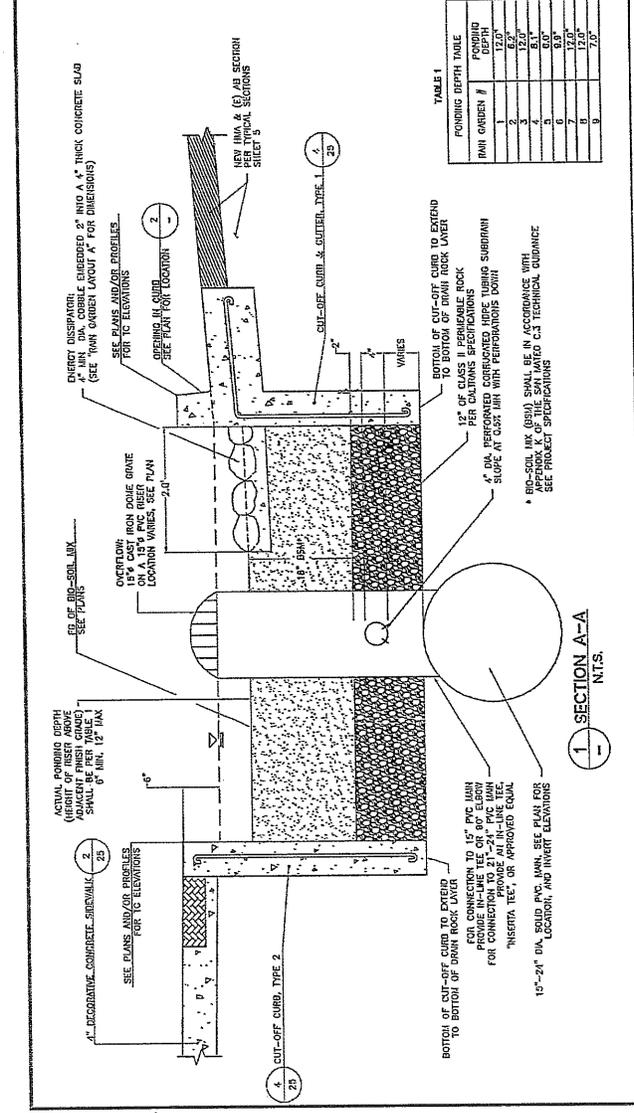
SHEET 33
 OF
 XX
 DATE: 01/09/14
 90% SUBMITTAL
 01/09/14
 10-530

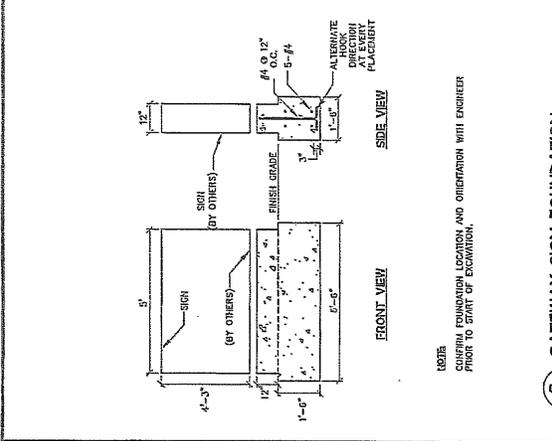


2 CURB OPENING DETAIL
NTS.

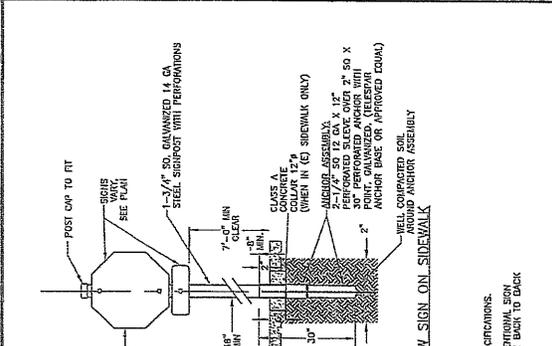


- RAIN GARDEN LAYOUT NOTES**
1. CAD FILES SHALL BE OBTAINED FROM CSG CONSULTANTS FOR ADDITIONAL US DATA NOT PRESENTED HEREON (SUCH AS ANGULAR DIMENSIONS OR BEARINGS).
 2. FINISH GRADE ELEVATIONS OF 8" DIA. PERFORATED HOPE PIPE SHALL BE FLAT UNLESS OTHERWISE NOTED.
 3. ALL ENERGY DISSIPATORS SHALL BE INSTALLED TO A SLOPE OF 2% MIN. AND 5% MAX.

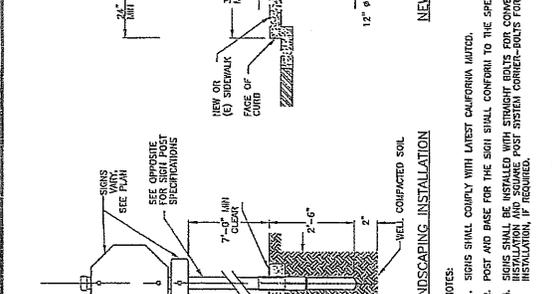




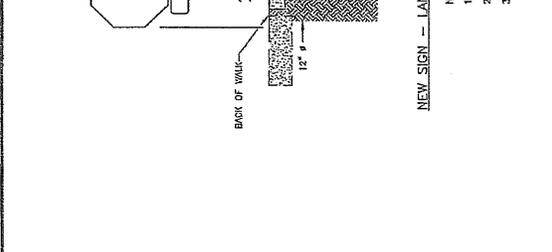
1 TYPICAL HELMETED BICYCLIST MARKING.
 N.T.S.



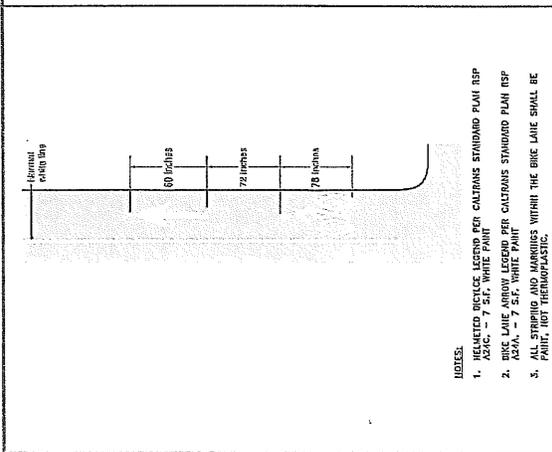
2 SIGN POST DETAIL.
 N.T.S.



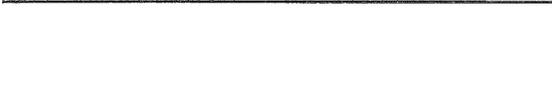
3 NEW SIGN - LANDSCAPING INSTALLATION.
 N.T.S.



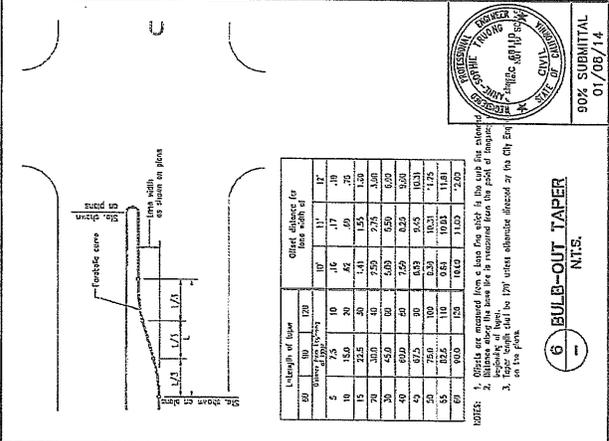
4 TYPICAL PARKING SPACE MARKINGS & DIMENSIONS.
 N.T.S.



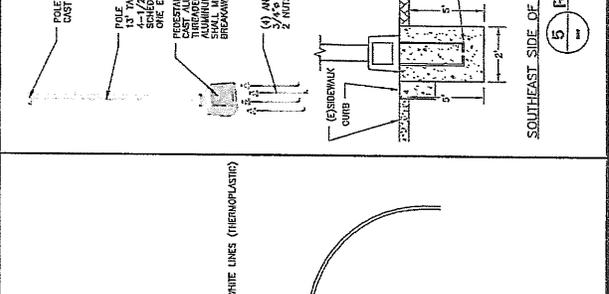
5 RREB POST & FOUNDATION.
 N.T.S.



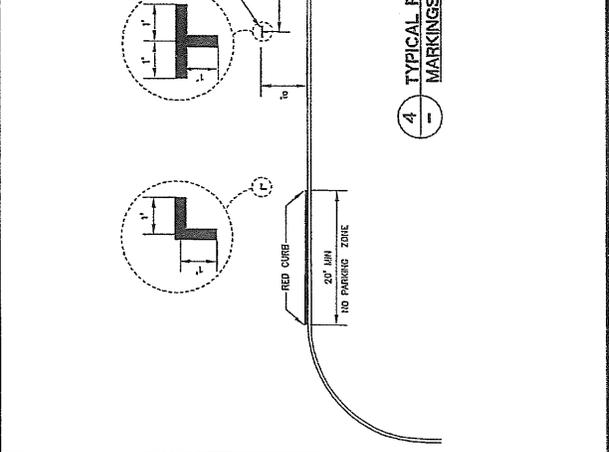
6 BULB-OUT TAPER.
 N.T.S.



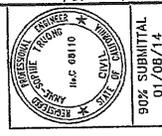
7 GATEWAY SIGN FOUNDATION.
 N.T.S.



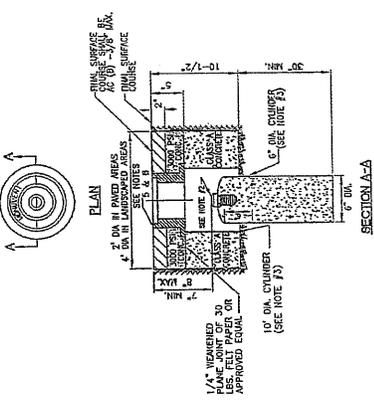
8 SIGN LOCATION, GRADES, SIGHT, PUSH BUTTON, AND WIRELESS.
 N.T.S.



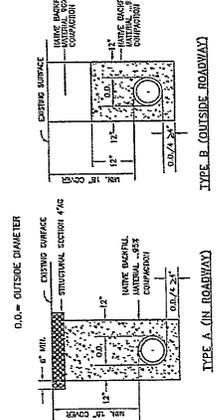
9 SIGN LOCATION, GRADES, SIGHT, PUSH BUTTON, AND WIRELESS.
 N.T.S.



- NOTES:
1. MONUMENT FRAME & COVER SHALL BE PHENOLIC IRON WORKS P-2001-A WITH MONUMENT COVER OR APPROVED EQUAL.
 2. BRASS LETTERS NUMBERED BY TOWN, CONCRETE SHALL BE PACKED TIGHTLY AROUND MONUMENT FRAME.
 3. 6" & 10" DIA. CYLINDERS TO BE FINISHED BY CONTRACTOR.
 4. CONCRETE SHALL BE PLACED AND VIBRO SECURELY IN PLACE (TO FINISH LINE & GRADE).
 5. PRIOR TO POURING THE UPPER 4-1/2" INCHES OF CONCRETE (EMBEDDED METHOD - SEE NOTE #2), THE MONUMENT SHALL BE INSTALLED AFTER THE FINAL SURFACE COURSE HAS BEEN COMPLETED.



1 STANDARD STRUCTURE MONUMENT.
 FRAME AND COVER REPLACEMENT.
 N.T.S.



2 STANDARD TRENCH BACKFILL
 AND BEDDING DETAIL
 STORM DRAIN PIPES
 AND ELECTRICAL CONDUIT
 N.T.S.

THERE SHALL BE A MINIMUM OF ONE AND ONE-HALF FEET (1 1/2 INCHES) OF COVER OVER ALL TRENCH DRAIN PIPES UNLESS OTHERWISE DIRECTED BY THE TOWN.

MANHOLE BACKFILL SHALL BE APPROVED BY THE TOWN PRIOR TO RE-USE AND SHALL BE FREE FROM STONES AND LUMPS EXCEEDING 4 INCHES IN GREATEST DIMENSION, VEGETABLE MATTER, OR OTHER UNSUBSTANTIAL MATERIAL.

CONTRACTOR TO BRIDGE ALL TRENCHES IN ACCORDANCE WITH CS&G AND STATE OF CALIFORNIA SAFETY STANDARDS.

