

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

Wednesday, April 9, 2014 at 7:30 PM

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

PRESENTATION

- Proclamation in Honor of Retired Daly City Treasurer Anthony Zidich
- Introduction of New Employee Cynthia Morquecho
- Chief's Commendation for Detective Kevin Nishita
- Introduction and Swearing in of New Police Officer Mark Francisco

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 March 12, 2014 Regular Meeting.
2. Motion to Approve Report of Checks Paid for March 2013.
3. Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the First Quarter of 2014.
4. Motion to Adopt a Resolution Approving Contract for Janitorial Maintenance Services with Bay Contract Maintenance, Inc.
5. Motion to Adopt a Resolution Authorizing Contract with Folsom Lake Ford For Purchase Of Police Vehicles.
6. Motion to Adopt a Resolution Awarding Contract to Golden Bay Construction, Inc. for Construction of Improvements Along Colma Blvd. and Mission Rd.

NEW BUSINESS

7. 90TH ANNIVERSARY CELEBRATION

Consider: Motion Accepting the Report on The 90th Celebration Activities, And Selecting A Logo And Gifts For Print Materials And Giveaways.

8. FINANCE DIVISION STAFF CHANGES

Consider: Motion to Adopt a Resolution Approving Staff Changes for the Finance Division.

PUBLIC HEARING

9. REPLACEMENT OF STREETLIGHTS

Consider: Motion Adopting a Resolution Authorizing Contracts with Pacific Gas & Electric Company (PG&E) to Replace Existing Street Lights in Town with LED Street Lights and to Finance the Project with an Interest-Free Loan through PG&E's Energy Efficiency Retrofit Program, Also Known as On-Bill Financing.

10. PURCHASING POLICY

Consider: Motion to Introduce an Ordinance Amending the Colma Municipal Code, Subchapter 1.06 (Purchasing And Contracting) and Subchapter 1.14 (Claims Against the Town of Colma), and Waive a Further Reading of the Ordinance.

STUDY SESSION

11. FY 2014/15 PROPOSED BUDGET

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

12. FIVE YEAR CAPITAL IMPROVEMENT PLAN (CIP)

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

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, March 12, 2014

7:30 p.m.

CALL TO ORDER

Mayor Helen Fiscaro called the Regular Meeting of the City Council to order at 7:32 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, Police Chief Jon Read, Director of Public Works Brad Donohue, Recreation Services Director Brian Dossey, City Planner Michael Laughlin, 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.

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

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

PRESENTATIONS

John Woodell of the Bay Area Chapter of the American Red Cross accepted a proclamation naming March American Red Cross Month in Colma.

PUBLIC COMMENTS

Mayor Fiscaro opened the public comment period at 7:37 p.m. and seeing no one come forward to speak, she closed the public comment period.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the February 13, 2014 Regular Meeting.
2. Motion to Accept the Minutes from the February 26, 2014 Special Meeting.
3. Motion to Approve Report of Checks Paid for February 2013.
4. Motion to Adopt a Resolution in Support of Budget Item 9210, Relating to Aid to Local Government.
5. Motion Accepting the 2013 Annual Report on the Implementation of the General Plan, Including the Housing Element.

Action: Council Member Colvin moved to approve the Consent Calendar items #1 through 5; 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 Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
<i>Voting Tally</i>	5	0	0		

NEW BUSINESS

6. ANIMAL CARE SHELTER

City Manager Sean Rabé presented the staff report. Mayor Fiscaro 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. Dean Peterson, Director of Environmental Health of San Mateo County answered Council questions.

Action: Council Member del Rosario moved to Adopt a Resolution Approving Agreement with San Mateo County for Funding Construction of Animal Care Shelter; 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 Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
<i>Voting Tally</i>	5	0	0		

7. **QUIMBY FUNDS**

City Planner Michael Laughlin presented the staff report. Mayor Fiscaro opened the public comment period at 8:08 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 Establishing Priorities for Use of In-Lieu Park Dedication Fees (Quimby Fees); the motion was seconded by Vice Mayor del Rosario and carried by the following vote:

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

8. **90TH ANNIVERSARY CELEBRATION**

Director of Recreation Services Brian Dossey presented the staff report. Mayor Fiscaro opened the public comment period at 8:30 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 accept the report on the 90th celebration activities, and to direct staff to return with an updated report at the next Council Meeting; 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 Fiscaro, Mayor	✓				
Raquel Gonzalez	✓				
Joanne del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
<i>Voting Tally</i>	5	0	0		

9. **REGIONAL PLANNING UPDATE**

City Planner Michael Laughlin presented the staff report. Mayor Fiscaro opened the public comment period at 9:19 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

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

COUNCIL CALENDARING

The next Regular City Council Meeting will be on **Wednesday, April 9, 2014** at the Colma Community Center.

REPORTS

Council Members reported on the events listed below:

Helen Fiscaro

Colma Creek Advisory Committee, 3/11
HCD Committee, 3/12

ADJOURNMENT AND CLOSE IN MEMORY

The meeting was adjourned by Mayor Fiscaro at 9:23 p.m. in memory of Lillian I. Matsumoto.

Respectfully submitted,

Caitlin Corley

Caitlin Corley
Administrative Technician III

apChkLst
03/05/2014 8:23:37AM

Final Check List
Town of Colma

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39310	3/5/2014	00004	AT&T				
			000005127170	2/13/2014	AT&T	2,506.86	
			000005127449	2/13/2014	AT&T	89.72	
			000005127448	2/13/2014	AT&T	66.44	2,663.02
39311	3/5/2014	00050	CA POLICE CHIEFS ASSN	April 9-10 Gogar	3/4/2014	April 9-10, 2014 Role of the Chi	425.00
39312	3/5/2014	00051	CALIFORNIA WATER SERVICE	16544607057	2/24/2014	6544607057 SW Corner Hillside	470.20
			1727052702	2/19/2014	1727052702 JSB across from F	111.83	582.03
39313	3/5/2014	00117	DELTA DENTAL OF CALIFORNIA	BE00749666	3/1/2014	DENTAL INSURANCE	11,668.40
39314	3/5/2014	00140	FIRST NAT BANK OF NO CA	02/18/14 Ramos	2/18/2014	CREDIT CARD CHARGE	1,786.06
			02/18/14 Gogan	2/18/2014	CREDIT CARD CHARGE	1,554.27	
			02/18/14 Dossey	2/18/2014	CREDIT CARD CHARGE	854.04	
			02/18/14 Pfofenl	2/18/2014	CREDIT CARD CHARGE	475.95	
			02/18/14 Fisicarc	2/18/2014	CREDIT CARD CHARGE	30.00	
			02/18/14 Stratfor	2/18/2014	CREDIT CARD CHARGE	21.75	
			02/18/14 Burns	2/18/2014	CREDIT CARD CHARGE	0.75	4,722.82
39315	3/5/2014	00214	KSM PRINTING	24769	2/28/2014	1000 Sets 2 pt NCR Court Disp	328.53
39316	3/5/2014	00229	GUZMAN, LORENA	86283	2/25/2014	CREDIT CARD CHARGE	650.00
39317	3/5/2014	00254	METRO MOBILE COMMUNICA	140308	3/1/2014	March 2014 Maintenance Servi	602.00
39318	3/5/2014	00307	PACIFIC GAS & ELECTRIC	0092128195-2	2/20/2014	PG&E	1,519.57
			9248309814-8	2/20/2014	PG&E	233.22	
			2039987372-6	2/19/2014	PG&E	11.85	
			9956638930-2	2/19/2014	PG&E	10.85	1,775.49
39319	3/5/2014	00432	VISION SERVICE PLAN	March 2014	2/20/2014	VISION SERVICE PLAN	908.96
39320	3/5/2014	00449	BANK OF AMERICA	02/24/2014	2/24/2014	CREDIT CARD CHARGE	563.42
39321	3/5/2014	00950	GRANITEROCK	812772	2/22/2014	15 Sacks Granitepatch 50	750.00
39322	3/5/2014	01030	STEPFORD, INC.	1401237	2/20/2014	MONTHLY SERVICE CONTRA	4,545.00
			1401153	2/12/2014	Jan 2014 Hours In Excess of C	4,083.75	
			1401238	2/20/2014	MONTHLY SERVICE CONTRA	259.95	
			1401239	2/20/2014	MONTHLY SERVICE CONTRA	259.95	
			1401240	2/20/2014	MONTHLY SERVICE CONTRA	259.95	9,408.60
39323	3/5/2014	01037	COMCAST CABLE	March 2014	2/26/2014	COMCAST CABLE TV	22,601.09
39324	3/5/2014	01076	API CONSULTING	14-02 Colma	2/27/2014	RECORDS MANAGEMENT	5,925.00
39325	3/5/2014	01308	EEL RIVER FUELS, INC.	276934	2/10/2014	PW GAS PURCHASES	432.07
39326	3/5/2014	01345	GOODWIN, SILVIA MARTHA	86175	2/21/2014	02/21/14 Insufficient Registratio	15.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39327	3/5/2014	01359	WALSH, LAURA	2/21/2014	02/21/14 Insufficient Registratio	15.00	30.00
			86177	2/24/2014	02/24/14 Insufficient Registratio	15.00	
39328	3/5/2014	01364	VIGIL, CHRISTINA	2/21/2014	02/21/14 Insufficient Registratio	15.00	15.00
			86174	2/15/2014	CELL PHONE SERVICE	1,118.21	1,118.21
39329	3/5/2014	01370	VERIZON WIRELESS SERVICE	2/24/2014	Feb 14, 2014 Purchases	228.31	228.31
39330	3/5/2014	01450	SAN MATEO LAWN MOWER	2/25/2014	TRAP SERVICE CHARGE	128.71	128.71
39331	3/5/2014	01549	BURNS, LORI	1/31/2014	Jan 2014 Property Tax Adminis	79.71	79.71
39332	3/5/2014	01569	DARLING INTERNATIONAL	12/31/2013	Dec 20, 2013 TEA/PTAF Dispu	153.13	194.80
			JARVIS, FAY & DOPORTO, LLI5990	2/18/2014	PD CONNECTION	41.67	580.88
39333	3/5/2014	01760	SPRINT	2/28/2014	OFFICE SUPPLIES	580.88	580.88
			5900	3/1/2014	TAE KWON DO	598.94	598.94
39334	3/5/2014	01923	VINCE'S OFFICE SUPPLY, INC	2/28/2014	OFFICE SUPPLIES	1,400.00	1,400.00
39335	3/5/2014	02082	DOMINIC A. DE LUCCA DBA DFEb 2014	2/28/2014	INSURANCE EVENTS	221.60	221.60
39336	3/5/2014	02144	RAMSEY, ERIK	2/28/2014	Firearms Instr	128.04	128.04
39337	3/5/2014	02167	HUB INTERNATIONAL OF CA	Jan 6-Feb 24, 2014	Zumba 1 S	88.00	88.00
39338	3/5/2014	02179	DE GALINDO, YENIS COTUA	2/21/2014	Insufficient Registratio	15.00	15.00
39339	3/5/2014	02375	REVELES, CORI	2/20/2014	COPY MACHINE RENTAL	492.68	1,359.24
39340	3/5/2014	02399	GE CAPITAL INFORMATION T	2/22/2014	COPY MACHINE RENTAL	300.00	300.00
39341	3/5/2014	02499	HUERTA, EZEQUIEL	2/24/2014	Deposit Refund 2/22/1	50.00	50.00
39342	3/5/2014	02567	GOMEZ, CRYSTAL	2/24/2014	Deposit Refund 02/23,	50.00	50.00
39343	3/5/2014	02695	GOMEZ, YESENIA				
39344	3/5/2014	02696					

total for FIRST NATIONAL BANK OF DALY CITY: 70,607.87

apChkLst
03/05/2014 8:23:37AM

Final Check List
Town of Colma

Page: 3

35 checks in this report.

Grand Total All Checks: 70,607.87

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39345	3/7/2014	00068	COLMA PEACE OFFICERS	3/7/2014	COLMA PEACE OFFICERS: P,	845.59	845.59
39346	3/7/2014	00631	P.E.R.S.	3/7/2014	PERS - BUYBACK: PAYMENT	36,388.35	
			03072014B	3/7/2014	PERS MISC NON-TAX: PAYM	13,585.68	
			03072014M	3/7/2014	PERS MISC NON-TAX: PAYM	890.52	50,864.55
39347	3/7/2014	01340	FLEX-PLAN SERVICES, INC	3/7/2014	FLEX 125 PLAN: PAYMENT	489.47	489.47
39348	3/7/2014	01360	VANTAGE TRANSFER AGENT	3/7/2014	ICMA CONTRIBUTION: PAYM	2,579.00	
			03072014M	3/7/2014	ICMA CONTRIBUTION: PAYM	650.00	3,229.00
39349	3/7/2014	01375	NATIONWIDE RETIREMENT	3/7/2014	NATIONWIDE: PAYMENT	5,400.00	
			03072014M	3/7/2014	NATIONWIDE: PAYMENT	650.00	6,050.00
39350	3/7/2014	02377	CALIFORNIA STATE DISBURS	3/7/2014	WAGE GARNISHMENT: PAYM	600.00	600.00
92999	3/7/2014	00521	UNITED STATES TREASURY	3/7/2014	FEDERAL TAX: PAYMENT	953.48	953.48
93000	3/7/2014	00130	EMPLOYMENT DEVELOPMEN	3/7/2014	STATE D/SUI TAX: PAYMENT	15.42	15.42
93025	3/7/2014	00130	EMPLOYMENT DEVELOPMEN	3/7/2014	CALIFORNIA STATE TAX: PA	9,247.57	9,247.57
93026	3/7/2014	00521	UNITED STATES TREASURY	3/7/2014	FEDERAL TAX: PAYMENT	50,851.58	50,851.58
) total for FIRST NATIONAL BANK OF DALY CITY:							123,146.66

10 checks in this report.

Grand Total All Checks: 123,146.66

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39351	3/11/2014	00004	AT&T	2/20/2014	2312714310437 01/20/14-02/14	231.15	231.15
39352	3/11/2014	00013	ANDY'S WHEELS & TIRES	2/28/2014	TIRE SERVICE	36.18	36.18
39353	3/11/2014	00095	CLEARLITE TROPHIES	12/22/2013	10" Walnut Gavel w/Band, Lette	49.05	49.05
				2/24/2014	9 x 12 Walnut Gavel Plaque w/I	48.51	97.56
39354	3/11/2014	00112	DEPARTMENT OF JUSTICE	2/5/2014	FINGERPRINT APPLICATION	96.00	96.00
39355	3/11/2014	00307	PACIFIC GAS & ELECTRIC	2/25/2014	0567147369-1 JSB S/O Serran	335.74	335.74
39356	3/11/2014	00311	PITNEY BOWES INC.	2/28/2014	#2838522 POSTAGE & FOLDII	264.74	264.74
39357	3/11/2014	00352	SERRAMONTE FORD, INC.	2/28/2014	CAR REPAIR	6,436.34	6,436.34
39358	3/11/2014	00364	SMC SHERIFF'S OFFICE	2/28/2014	LAB FEES	915.67	915.67
39359	3/11/2014	00411	TURBO DATA SYSTEMS	2/28/2014	CITATION PROCESSING	131.13	131.13
39360	3/11/2014	00500	SMC CONTROLLERS OFFICE	3/5/2014	Feb 2014 Allocation of Parking	893.80	893.80
39361	3/11/2014	00623	ARAMARK UNIFORM SERVICE	2/21/2014	UNIFORM SERVICE	345.11	345.11
39362	3/11/2014	00928	CLEAN SOURCE, INC.	2/25/2014	Soap and Cleaning Products	234.74	234.74
39363	3/11/2014	00950	GRANITEROCK	3/11/2014	597B C & D Refund (10/08/13)	13,750.00	13,750.00
39364	3/11/2014	01183	BEST BEST & KRIEGER LLP	3/4/2014	CITY ATTORNEY SERVICES	28,871.97	28,871.97
39365	3/11/2014	01308	EEL RIVER FUELS, INC.	2/28/2014	PW GAS PURCHASES	315.74	315.74
39366	3/11/2014	01330	CITY OF SAN BRUNO	3/6/2014	PAYROLL SERVICES	3,116.00	3,116.00
39367	3/11/2014	01340	FLEX-PLAN SERVICES, INC	2/28/2014	SECTION 125 PARTICIPANT F	50.00	50.00
39368	3/11/2014	01680	NBS GOVERNMENT FINANCE	2/28/2014	Feb 2014 User Fee Consulting	1,197.50	1,197.50
39369	3/11/2014	01685	STADTLER LANDSCAPING	3/4/2014	PLANT MAINTENANCE	240.00	240.00
				3/4/2014	PLANT MAINTENANCE	120.00	360.00
39370	3/11/2014	01706	PADILLA, JUAN	3/3/2014	03/03/14 Deposit Refund 3/1/14	50.00	50.00
39371	3/11/2014	01997	CHAIX COMPANY	111241	Feb 25-26, 2014 Operable Wall	3,423.00	3,423.00
39372	3/11/2014	02082	VINCE'S OFFICE SUPPLY, INC	2/28/2014	OFFICE SUPPLIES	399.00	399.00
39373	3/11/2014	02119	GRANT, CHRISTOPHER	03/03/2014	Motor Boots Replacement	373.00	373.00
39374	3/11/2014	02121	SEEVERS, DANIEL	March 5-7, 2014	Mar 5-7, 2014 Lunch Reimburs	30.00	30.00
39375	3/11/2014	02182	DALY CITY KUMON CENTER	Feb 2014	TUTORING	3,310.00	3,310.00
39376	3/11/2014	02216	RAMOS OIL CO. INC.	933522		1,320.51	1,320.51
				932031		1,314.44	1,314.44
				934989		1,214.61	1,214.61
				933688		35.89	35.89
39377	3/11/2014	02251	RECORD XPRESS OF CA, LLC	1/31/2014	02/11/14 Admin Pool Car Gaso	183.97	183.97
					STORAGE, WORKORDERS, N	183.97	183.97

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
39378	3/11/2014	02274	FRANK AND GROSSMAN LAN 40445084 40445086	2/25/2014	PD Remove Plants in Terraced Color and Perrenial, Camelia In	5,890.00 2,724.00		
			40445085	2/25/2014	Clark Street Planting 70 ea. Phc	1,950.00	10,564.00	
39379	3/11/2014	02491	DALY CITY YOUTH HEALTH C2014 Spring for \	3/7/2014	2014 Spring for Youth 04/17/14	60.00	60.00	
39380	3/11/2014	02697	VIGIL, SELINA 86427	3/3/2014	03/03/14 Deposit Refund 3/1/14	150.00	150.00	
39381	3/11/2014	02698	HAWKINS HAWKINS CO. INC 21431	2/27/2014	20 28" Poly Cone Orange & 10	976.52	976.52	
) total for FIRST NATIONAL BANK OF DALY CITY:							81,084.31	

apChkLst
03/11/2014 9:04:21AM

Final Check List
Town of Colma

Page: 3

31 checks in this report.

Grand Total All Checks: 81,084.31

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39382	3/11/2014	00174	HOME DEPOT CREDIT SERV#02/27/2014	2/27/2014	Jan 30 - Feb 24, 2014 PW Purc	475.83	475.83
39383	3/11/2014	00181	IEDA 19398	3/1/2014	LABOR RELATIONS CONSUL	1,206.00	1,206.00
39384	3/11/2014	00307	PACIFIC GAS & ELECTRIC 6991706865-7	3/5/2014	6991706865-7 1190 EI Camino	269.96	269.96
39385	3/11/2014	01066	SAN MATEO REGIONAL NETW21092	3/10/2014	INTERNET ACCESS SERVICE	435.00	435.00
39386	3/11/2014	01652	AU ELECTRIC CORPORATION135013	3/4/2014	03/03/14 Service at Town Hall	145.00	145.00
39387	3/11/2014	01687	UNITED SITE SERVICES OF 114-1866414	2/27/2014	STANDARD AND REGULAR S	112.21	112.21
39388	3/11/2014	02078	CINTAS CORPORATION NO. 2DGG38245867	2/28/2014	DOCUMENT DESTRUCTION	84.13	
			DG38245868	2/28/2014	DOCUMENT DESTRUCTION	44.16	128.29
39389	3/11/2014	02121	SEEVERS, DANIEL	Oct 29-Nov 7, 2013	Oct 29-Nov 7, 2013 Leadership	1,342.42	
				Sept 8-12 Leade	Sept 8-12, 2013 Leadership Pro	845.71	
				Dec 8-12, 2013 L	Dec 8-12, 2013 Leadership Pro	604.40	
				Oct 6-10, 2013 L	Oct 6-10, 2013 Leadership Proc	557.69	
39390	3/11/2014	02499	GE CAPITAL INFORMATION T 91942489	3/5/2014	COPY MACHINE RENTAL	1,536.90	3,350.22
39391	3/11/2014	02699	NISHITA, KEVIN	Feb 24-28, 2014	Feb 24-28 ICI Course Meals an	805.49	1,536.90
				March 3-7, 2014	March 3-7, 2014 ICI Meals and	785.90	1,591.39
) total for FIRST NATIONAL BANK OF DALY CITY:							9,250.80

apChkLst
03/12/2014 9:04:59AM

Final Check List
Town of Colma

Page: 2

10 checks in this report.

Grand Total All Checks: 9,250.80

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39392	3/17/2014	00002	AT&T	3/1/2014	PHONE BILLS	108.60	108.60
39393	3/17/2014	00020	ASSOCIATED SERVICES INC	2/28/2014	SUPPLIES	192.13	192.13
39394	3/17/2014	00051	CALIFORNIA WATER SERVICE	3/5/2014	WATER BILL	3,041.75	3,041.75
39395	3/17/2014	00057	CINTAS FIRST AID & SAFETY	3/17/2014	CLEANING SERVICE	946.00	946.00
39396	3/17/2014	00093	CITY OF SOUTH SAN FRANCISCO	3/10/2014	DISPATCH SERVICES	8,358.61	8,358.61
				3/6/2014	TRAFFIC SIGNAL MAINTENANCE	4,832.64	13,191.25
39397	3/17/2014	00307	PACIFIC GAS & ELECTRIC	3/6/2014	0576889222-5 1180 El Camino	304.96	324.29
				3/6/2014	0035222590-8 1180 El Camino	19.33	100.00
39398	3/17/2014	00388	SONITROL	3/1/2014	427 F ST. MONTHLY MONITO	100.00	1,328.00
39399	3/17/2014	00412	TELECOMMUNICATIONS ENG	3/10/2014	Facilities Mgmt & Maintenance	1,328.00	307.00
39400	3/17/2014	00414	TERMINEX INTERNATIONAL	2/7/2014	PEST CONTROL	307.00	307.00
39401	3/17/2014	00534	SMC INFORMATION SERVICE	3/13/2014	MICRO CHANNEL & LINES	1,342.42	1,342.42
39402	3/17/2014	00822	GOMEZ, SARA	3/14/2014	03/14/14 Insufficient Registratio	4.00	4.00
39403	3/17/2014	00830	STAPLES BUSINESS ADVANT	3/8/2014	Office Supplies	168.19	168.19
39404	3/17/2014	00978	CASTRO, RAUL	3/10/2014	03/10/14 Deposit Refund 3/7/14	300.00	300.00
39405	3/17/2014	01170	VAN-GO PAINTING INC.	3/10/2014	Touch Up Sunbleached, Scratc	972.00	972.00
39406	3/17/2014	01265	HITECH SYSTEMS, INC.	3/4/2014	4/1/14-3/31/15 SafetyNet Softw.	3,178.64	3,178.64
39407	3/17/2014	01367	DUO DANCE ACADEMY	3/14/2014	DANCE CLASSES	605.00	605.00
39408	3/17/2014	01472	DELATORRE, MARIELA	3/14/2014	03/14/14 Insufficient Registratio	4.00	4.00
39409	3/17/2014	01643	AUSTRIA, HELEN	3/10/2014	03/10/14 Deposit Refund 3/8/14	300.00	300.00
39410	3/17/2014	01764	RAMOS, EDEN	3/10/2014	03/10/14 Deposit Refund 3/9/14	50.00	50.00
39411	3/17/2014	01785	DU-ALL SAFETY	2/28/2014	2/26/14 Hazardous Communic	950.00	950.00
39412	3/17/2014	02011	FBI - LEEDA	3/14/2014	2014 Dues Member 9235 Jon C	50.00	50.00
39413	3/17/2014	02239	MICHAEL FELLMAN SIDING &	3/11/2014	611B Refund C & D (11/15/13)	100.00	100.00
39414	3/17/2014	02258	KIM, SEUNG NAM	3/11/2014	GOLF LESSONS	125.00	125.00
39415	3/17/2014	02274	FRANK AND GROSSMAN LAN	3/8/2014	LANDSCAPING	9,770.00	9,770.00
39416	3/17/2014	02320	SANCHEZ, GUILLERMO	3/1/2014	03/10/14 Deposit Refund 3/9/14	171.96	300.00
				3/10/2014	03/10/14 Deposit Refund 3/9/14	128.04	264.00
39417	3/17/2014	02402	COMMERCIAL SPEEDOMETER	1/20/2014	Check Speedometer Accuracy	264.00	264.00
39418	3/17/2014	02510	REGIONAL GOVERNMENT SE	2/28/2014	CONTRACT C. FRANCIS	3,125.00	3,125.00
39419	3/17/2014	02622	MANGIBIN, CARMEN	3/14/2014	03/14/14 Insufficient Registratio	4.00	4.00
) total for FIRST NATIONAL BANK OF DALY CITY:							41,151.27

apChkLst
03/17/2014 1:50:00PM

Final Check List
Town of Colma

Page: 2

28 checks in this report.

Grand Total All Checks: 41,151.27

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39420	3/21/2014	00047	03212014 B	3/21/2014	CLEA- PAYMENT	441.00	441.00
39421	3/21/2014	00068	03212014 B	3/21/2014	COLMA PEACE OFFICERS, P,	690.83	690.83
39422	3/21/2014	00631	03212014 B	3/21/2014	PERS - BUYBACK: PAYMENT	37,040.72	
			03212014 B	3/21/2014	PERS MISC NON-TAX: PAYME	12,836.09	49,876.81
39423	3/21/2014	01340	03212014 B	3/21/2014	FLEX-PLAN SERVICES, INC	489.47	489.47
39424	3/21/2014	01360	03212014 B	3/21/2014	VANTAGE TRANSFER AGENT	2,579.00	2,579.00
39425	3/21/2014	01375	03212014 B	3/21/2014	NATIONWIDE RETIREMENT S	5,400.00	5,400.00
39426	3/21/2014	02224	03212014 B	3/21/2014	STANDARD INSURANCE COM	318.70	318.70
39427	3/21/2014	02377	03212014 B	3/21/2014	CALIFORNIA STATE DISBUR	600.00	600.00
93002	3/21/2014	00130	03212014 B	3/21/2014	EMPLOYMENT DEVELOPMEN	8,233.87	8,233.87
93003	3/21/2014	00521	03212014 B	3/21/2014	UNITED STATES TREASURY	43,717.64	43,717.64
) total for FIRST NATIONAL BANK OF DALY CITY:							112,347.32

10 checks in this report.

Grand Total All Checks: 112,347.32

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39428	3/24/2014	00004	AT&T	3/1/2014	4 Voice Mail Ports Feb 2014	799.52	799.52
39429	3/24/2014	00112	DEPARTMENT OF JUSTICE	3/5/2014	FINGERPRINT APPLICATION	1,594.00	1,594.00
39430	3/24/2014	00192	INTELLIGENT PRODUCTS INC	3/11/2014	12 Mutt Mitt Hangable Header,	894.96	894.96
39431	3/24/2014	00222	LEAGUE OF CA CITIES	1/31/2014	Local Roads and Streets Needs	150.00	150.00
39432	3/24/2014	00282	CALIFORNIA PUBLIC EMPLOY	3/15/2014	HEALTH INSURANCE	92,096.86	92,096.86
39433	3/24/2014	00307	PACIFIC GAS & ELECTRIC	3/6/2014	PG&E	2,277.51	2,277.51
				3/6/2014	PG&E	2,158.99	4,436.50
39434	3/24/2014	01036	MANAGED HEALTH NETWORK	3/17/2014	EMPLOYEE ASSISTANCE PR	118.00	118.00
39435	3/24/2014	01113	SAN DIEGO POLICE EQUIPM	3/13/2014	SWAT EQUIPMENT: PPE-SO	1,447.43	1,447.43
39436	3/24/2014	01308	EEL RIVER FUELS, INC,	3/15/2014	March 1-15, 2014 PW Gasoline	363.98	363.98
39437	3/24/2014	01414	VERANO HOMEOWNERS ASS	4/1/2014	VERANO OWNERS ASSOCIA	265.00	265.00
39438	3/24/2014	01472	DELATORRE, MARIELA	3/19/2014	03/19/14 Schedule Issue Refun	650.00	650.00
				3/17/2014	03/17/14 Deposit Refund 3/15/1	80.00	730.00
39439	3/24/2014	01565	BAY CONTRACT MAINTENAN	3/10/2014	JANITORIAL SERVICES	8,225.69	8,225.69
39440	3/24/2014	01904	COTTER, MINNA	3/18/2014	03/18/14 Deposit Refund 3/17/1	150.00	150.00
39441	3/24/2014	01972	LORAL LANDSCAPING, INC	3/6/2014	Remove Pine Tree Limbs 1791	884.00	884.00
39442	3/24/2014	02224	STANDARD INSURANCE COM	3/17/2014	LIFE INSURANCE	220.00	220.00
39443	3/24/2014	02270	ACIERTO, DANIELLE	3/17/2014	03/17/14 Deposit Refund 3/16/1	50.00	50.00
39444	3/24/2014	02542	KEYSTONE (US) MANAGEM	3/8/2014	April 1 - June 30, 2014 Fire Sys	343.11	343.11
39445	3/24/2014	02605	GUERRERO, SAUL	10/22/2013	Replaces Ck #38686 Dated 10/	64.75	64.75
39446	3/24/2014	02623	BLOEBAUM, CYNTHIA	3/20/2014	COOKING CLASSES	800.00	800.00
39447	3/24/2014	02683	E2 CONSULTING ENGINEERS	3/11/2014	Dec 28, 2013 - Feb 21, 2014 S	4,612.00	4,612.00
39448	3/24/2014	02700	FBI/CAA CA SF	4/15/14	Spring Lunch Training	60.00	60.00
39449	3/24/2014	02701	FRANCISCO, MARK	Feb 24-Mar 14, 2	3/20/2014 Mileage & M	542.76	542.76

total for FIRST NATIONAL BANK OF DALY CITY: 118,848.56

22 checks in this report.

Grand Total All Checks: 118,848.56

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
39450	3/31/2014	00004	AT&T				
			000005214916	3/13/2014	C602221371777 02/13/14-03/14	2,473.73	
			000005215195	3/13/2014	6509973409097 02/13/14-03/14	89.54	
			000005215194	3/13/2014	6409970105804 02/13/14-03/14	65.73	
39451	3/31/2014	00051	CALIFORNIA WATER SERVICE	3/19/2014	1727052702 JSB across from F	116.50	2,629.00
39452	3/31/2014	00071	CSG CONSULTANTS, INC.	3/20/2014	CSG	132,234.75	116.50
39453	3/31/2014	00086	CITY OF BURLINGAME A/R	3/21/2014	Cellebrite Touch Ultimate Softw	400.20	400.20
39454	3/31/2014	00117	DELTA DENTAL OF CALIFORNIA	4/1/2014	DENTAL INSURANCE	11,668.40	11,668.40
39455	3/31/2014	00254	METRO MOBILE COMMUNICA	4/1/2014	April 2014 Maintenance Contrac	602.00	602.00
39456	3/31/2014	00307	PACIFIC GAS & ELECTRIC	3/21/2014	PG&E	1,397.14	
			9248309814-8	3/21/2014	PG&E	208.74	
			0678090639-9	3/17/2014	0678090639-9 S/E Corner Hillsi	42.59	
			9593452526-2	3/17/2014	9593452526-2 1500 Hillside Bv	28.70	
			2039987372-6	3/20/2014	PG&E	10.57	
			9956638930-2	3/20/2014	PG&E	9.54	1,697.28
39457	3/31/2014	00432	VISION SERVICE PLAN	3/20/2014	VISION SERVICE PLAN	932.88	932.88
39458	3/31/2014	00449	BANK OF AMERICA	3/24/2014	CREDIT CARD CHARGE	1,931.07	1,931.07
39459	3/31/2014	00563	PETTY CASH	3/25/2014	PETTY CASH REIMBURSEME	140.57	140.57
39460	3/31/2014	00812	SMCCMA	3/25/2014	04/10/14 2014 Dispatcher Appr	120.00	120.00
39461	3/31/2014	01345	GOODWIN, SILVIA MARTHA	9/11/2013	Replaces Ck #38446 dated 9/11	18.00	18.00
39462	3/31/2014	01370	VERIZON WIRELESS SERVICE	3/15/2014	CELL PHONE SERVICE	757.92	757.92
39463	3/31/2014	01569	DARLING INTERNATIONAL	3/18/2014	TRAP SERVICE CHARGE	79.71	79.71
39464	3/31/2014	01652	AU ELECTRIC CORPORATION	3/25/2014	03/20/14 Check Zone #3 Lobby	145.00	
			135884	3/15/2014	04/01/14-06/30/14 Commercial	105.00	250.00
39465	3/31/2014	01923	SPRINT	3/18/2014	PD CONNECTION	580.88	580.88
39466	3/31/2014	02119	GRANT, CHRISTOPHER	3/25/2014	03/21/14 PAS Coordinator Trait	56.88	56.88
39467	3/31/2014	02179	HUB INTERNATIONAL OF CA	3/31/2014	INSURANCE EVENTS	128.04	128.04
39468	3/31/2014	02251	RECORD XPRESS OF CA, LLC	2/28/2014	STORAGE, WORKORDERS, I	135.25	135.25
39469	3/31/2014	02332	AUGUSTINE, DEBORAH	10/18/2013	Replaces Ck #38683 dated 10/18	6.00	6.00
39470	3/31/2014	02521	VAVRINEK, TRINE, DAY & CO.	2/28/2014	Feb 2014 Accounting Services	810.00	810.00
39471	3/31/2014	02575	LINARES, VICTORIA	3/25/2014	03/25/14 Schedule Issue Refun	9.00	9.00
39472	3/31/2014	02681	PONCE, EVA	3/24/2014	03/24/14 Deposit Refund 3/23/1	50.00	50.00
39473	3/31/2014	02702	COVARRUBIAS, JUAN	3/24/2014	03/24/14 Deposit Refund 3/23/1	300.00	300.00

) total for FIRST NATIONAL BANK OF DALY CITY: 155,654.33

apChkLst
03/31/2014 1:42:15PM

Final Check List
Town of Colma

Page: 3

24 checks in this report.

Grand Total All Checks: 155,654.33

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brian Dossey, Director of Recreation Services

VIA: Sean Rabé, City Manager

MEETING DATE: April 9, 2014

SUBJECT: Recreation Services Department Quarterly Review, January - March 2014

RECOMMENDATION

Staff recommends that the City Council adopt:

A MOTION TO ACCEPT INFORMATIONAL REPORT ON RECREATION DEPARTMENT PROGRAMS, ACTIVITIES, EVENTS, AND TRIPS FOR THE FIRST QUARTER OF 2014.

EXECUTIVE SUMMARY

In the first quarter of 2014, a total of 805 participants attended more than 43 programs. This represents an increase of 6 participants from the first quarter of 2013.

Staff estimates that 35% of the population had a current Colma I.D. during the 1st quarter of 2014 suggesting that residents participated in multiple programs.

There were a total of 61 rentals, which is a decrease of 44 rentals from the fourth quarter of 2013. Staff attributes the decrease to Community GatePath discontinuing their use of the conference room at the Community Center.

BACKGROUND

Participation

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

- A total of 68 Adults & Seniors participated in Enrichment Programs. This represents an increase of 14 participants from the 1st quarter of 2013. Staff attributes the increase to greater participation in the fitness programs.
- A total of 118 Adults & Seniors participated in Trips & Events. This represents an increase of 17 participants from the 1st quarter of 2013. Staff attributes the increase to an increase in the Senior Luncheon program.
- A total of 376 Youths & Teens participated in Enrichment Programs. This represents an increase of 42 participants from the 1st quarter of 2013. Staff attributes the increase to the greater participation in the After School program.
- A total of 67 Youths & Teens participated in Events & Trips. This represents an increase of 19 participants from the 1st quarter of 2013.
- A total of 176 Youths, Adults and Seniors participated in Community Programs. This represents a decrease of 86 participants from the 1st quarter of 201. Staff attributes the decrease to the Eggstravaganza event taking place in April this year.

The attachment contains a detailed breakdown of participation by program.

Rental Activity

The Colma Community Center was rented for 47 different events:

- Resident Rentals (22 social events and 2 HOA meetings)
- Resident Non-profit group (2 fundraisers)
- Non-Resident Non-profit Groups (2 meetings and 1 fundraiser)
- Non-resident (2 funerals)
- In House Reservations (16 meetings/trainings)

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

- Sterling Park Resident Rentals (14 social events)

Sustainability Impact

Staff coordinates and implements program and activities which are in alignment with the Town's Climate Action Plan and Sustainability Policy. For example, all instructor contracts are e-mailed instead of printed and sent via U.S. mail. Also, when food and beverages are provided staff uses recyclable products.

ATTACHMENTS

- 2014 Recreation Services Department Quarterly Review – Participation Detail

**Recreation Services Department Quarterly Review
January – March 2014
Participation Detail**

Adult/Senior Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Abs & Core Strength	9	1	Existing
Ballet, Tap & Hip Hop	1	1	Existing
Cooking Classes	19	3	Existing
Creekside Villas Activities	12	3	Existing
Discover Ukulele	Cancelled	1	Existing
Full Body Conditioning	9	1	Existing
First Aid & CPR	2	1	Existing
Golf	Cancelled	1	Existing
Hatha Yoga	14	1	Existing
Jewelry Design Wire & Chain	Cancelled	1	Existing
Jewelry Design	Cancelled	1	Existing
Nutrition Basics	Cancelled	1	NEW
Zumba	2	1	Existing

Adult & Senior Trips & Events

Program	Registered	Sessions	New or Existing Program
Colma Game Night	16	1	Existing
Day at the Movies	15	1	NEW
Family Bowling Night	8	1	NEW
Golden Gate Fields	22	1	Existing
Harlem Globetrotters	9	1	NEW
Senior Lunch (Valentines & St. Patrick's Day)	48	2	Existing

Youth & Teen Enrichment Programs

Program	Registered	Sessions	New or Existing Program
Alternative Camp for Teens	1	1	NEW
Ballet, Tap & Hip Hop	10	1	Existing
Broadway Musical Groups	Cancelled	2	Existing
Cooking	15	3	Existing
Discover Ukulele	Cancelled	2	Existing
Golf	2	3	Existing
Guitar	Cancelled	3	Existing
Healthy Living for Teens	13	4	Existing
Keyboard	Cancelled	1	Existing
Kids' Club Afterschool	78	6	Existing

Program			
Kids Zumba	5	1	NEW
Kumon Math Tutoring	57	3	Existing
Kumon Reading Tutoring	48	3	Existing
Parents' Night Out	8	3	Existing
Tae Kwon Do	51	3	Existing
Tot Gym & Jam	18	3	Existing
Violin Workshop	4	3	Existing
Vibo Youth Ensemble	6	2	Existing

Youth and Teen Events & Trips

Program	Registered	Sessions	New or Existing Program
Colma Game Night	34	1	Existing
Family Bowling Night	10	1	Existing
Fort Miley	Cancelled	1	Existing
Harlem Globetrotters	23	1	Existing
Ice Cream Arts & Crafts	Cancelled	1	Existing
Valentine's Day Card Making	Cancelled	1	Existing

Community Programs

Program	Registered	Sessions	New or Existing Program
Project Read Learning Wheels	87	6	Existing
Project Read Nutrition Program	43	3	Existing
Project Read Science Club	46	3	Existing

Note: Programs were cancelled due to insufficient participation.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brian Dossey, Director of Recreation Services

VIA: Sean Rabé, City Manager

MEETING DATE: April 9, 2014

SUBJECT: Janitorial Services Contract

RECOMMENDATION

Staff recommends that the City Council adopt a:

RESOLUTION APPROVING CONTRACT FOR JANITORIAL MAINTENANCE SERVICES
WITH BAY CONTRACT MAINTENANCE, INC.

EXECUTIVE SUMMARY

Staff recommends the Town enter into a contract with Bay Contract Maintenance, Inc. to clean and maintain the Town facilities for one year, with four (4) annual options to extend the contract. The cost of the service is \$7,964.11 per month, for a total annual cost of \$95,569.32.

FISCAL IMPACT

By selecting Bay Contract Maintenance as the Town's janitorial services provider, the Town will be saving approximately \$2,839 annually. Under the existing agreement with Bay Contract Maintenance the Town pays \$98,408.28 annually; however through efficiencies learned over time at Town facilities, Bay Contract Maintenance was able to lower its contract price.

BACKGROUND

On February 18, 2014 staff sent a Request For Proposals (RFP) to interested janitorial maintenance service contractors in the area. A pre-proposal meeting and walk through was conducted by staff on February 27, 2014. Attendance at the meeting was mandatory, and seven potential contractors attended. The Town received and opened five proposals from contractors on March 14, 2014. All five who submitted proposals met the qualifications. Interviews with the five companies were conducted on March 24, 2014.

Since 2005, the Town has contracted janitorial maintenance services with Bay Contract Maintenance, Inc. The contract is due to expire at the end of May. While service has been adequately performed, staff issued a RFP because it is good business practice to put contracted services out to bid periodically. After reviewing the five proposals and conducting interviews staff is recommending continuing janitorial services with Bay Contract Maintenance, Inc.

Of the five companies that submitted proposals Bay Contact Maintenance was the 2nd lowest bidder. The panel felt the first and second lowest bidders understood the scope of work and were close in price. Ultimately, the panel chose Bay Contract Maintenance because the Town has had favorable past experiences with the company. Please see below for a breakdown in the pricing of each company who responded to the RFP.

Company	Annual Cost
Universal Building Services	\$92,136.00
Bay Contract Maintenance	\$95,569.36
Flagship	\$97,560.00
Maintenance Systems Management	\$103,296.00
Frank & Grossman	\$152,400.00

Council Adopted Values

By adopting a resolution approving the contract for janitorial maintenance services with Bay Contract Maintenance, Inc., the City Council is being *responsible*, because doing so will save the Town \$2,839 annually.

Sustainability Impact

Bay Contract Maintenance, Inc. will perform the services in alignment with the Town's Climate Action Plan and Sustainability Policy. For example, Bay Contract Maintenance will use mop systems that minimizes the use of water, and uses eco-friendly cleaning solutions.

Alternatives

The following options are available to City Council:

1. Adopt a resolution approving the contract for janitorial maintenance services with Bay Contract Maintenance, Inc.
2. Not adopt the proposed resolution approving the contract for janitorial maintenance services with Bay Contract Maintenance, Inc., and direct the City Manager to enter into a contract with another janitorial maintenance service provider.

3. Not adopt the proposed resolution approving the contract for janitorial maintenance services with Bay Contract Maintenance, Inc., and direct the City Manager to prepare another Request for Proposal for janitorial maintenance services.

CONCLUSION

Staff recommends that the City Council approve the contract for janitorial maintenance services with Bay Contract Maintenance, Inc. and authorize the City Manager to execute the contract.

ATTACHMENTS

- A. Resolution
- B. Contract

This page left intentionally blank.

RESOLUTION NO. 2014-_____
OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION APPROVING CONTRACT FOR JANITORIAL MAINTENANCE SERVICES
WITH BAY CONTRACT MAINTENANCE, INC.

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

1. Background.

- (a) On February 18, 2014, staff sent a request for proposals to interested janitorial maintenance service contractors in the area.
- (b) The contract with the existing janitorial maintenance service provider, Bay Contract Maintenance, Inc. will expire on May 31, 2014.
- (c) On February 27, 2014, staff conducted a pre-proposal meeting and walk through. Attendance at the meeting was mandatory. Seven contractors attended this meeting.
- (d) The Town received and opened five proposals from contractors on March 14, 2014.
- (e) Upon review of the submitted proposals, Town staff scheduled oral interviews with five contractors. Staff conducted these interviews on March 24, 2014.
- (f) Based on the oral interviews, staff's evaluation of the candidates, and pricing, staff recommends that the contract be awarded to Bay Contract Maintenance, Inc. as the bidder most qualified in accordance with the specifications and criteria set forth in the request for proposals.

2. Order.

- (a) The City Council approves the Janitorial Maintenance Services Contract between the Town of Colma and Bay Contract Maintenance, Inc., a copy of which is attached to the Staff Report for the City Council meeting on April 9, 2014.
- (b) The City Council authorizes the City Manager to execute the contract between the Town of Colma and Bay Contract Maintenance, Inc., on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

///

///

* * * *

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 April 9, 2014, by the following vote:

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

Dated _____

Helen Fiscaro, Mayor

Attest: _____
Sean Rabé, City Clerk

JANITORIAL MAINTENANCE SERVICES CONTRACT

The TOWN OF COLMA, a California municipal corporation, with its principal place of business at 1198 El Camino Real, Colma, CA 94014 ("Town") and Bay Contract Maintenance, Inc., a California corporation, with its principal place of business at 1135 Airport Blvd, South San Francisco, CA 94080 ("Contractor") (each a "Party" and collectively the "Parties") agree to enter into this JANITORIAL MAINTENANCE SERVICES CONTRACT ("Contract") as follows:

1. General Janitorial Maintenance Services.

1.1 *Scope.* Contractor shall perform the janitorial maintenance services set forth below (the "Services").

1.1.1 *Facilities to Maintain.* Contractor shall maintain the following public facilities (collectively, "Facilities" and each individually, a "Facility"), pursuant to the schedule denoted for each facility below, in a clean, sanitary and presentable condition for public and employee use, as directed by, and to the satisfaction of, the Town.

- (a) City Hall/Council Chambers – 1198 El Camino Real (daily M-F)
- (b) Planning, Engineering & Building Office – 1188-1190 El Camino Real (daily M-F)
- (c) Police Department – 1199 El Camino Real (every day)
- (d) Sterling Park Recreation Center – 427 F Street (every day)
- (e) Historical Society Museum – 1500 Hillside Blvd. (Sun & Thurs)
- (f) Colma Community Center – 1520 Hillside Blvd. (every day)
- (g) Corporation Yard – 601 F Street (M, W & F)

1.1.2 *Duties within Each Facility.* In order to maintain the Facilities in a clean, sanitary and presentable condition for public and employee use, Contractor shall perform the specific tasks required for each Facility as set forth in Exhibit A and in accordance with the schedule also set forth in Exhibit A to the satisfaction of the Town. Where not otherwise delineated, Contractor shall generally be responsible for maintaining the areas set forth below within each Facility, as applicable in a clean, sanitary and presentable condition for public and employee use:

- (a) Entrance ways and lobbies
- (b) Executive and staff offices
- (c) Work stations

- (d) Conference rooms
- (e) Kitchen areas
- (f) Receptionist areas
- (g) Restrooms
- (h) Utility rooms
- (i) Squad rooms
- (j) Locker rooms
- (k) Workout rooms
- (l) All floor areas
- (m) Recreation rooms

(n) Interior and exterior windows, including screens. Where necessary, Contractor shall remove and reinstall window screens. Contractor shall be responsible for removing all bird droppings from windows.

1.1.3 *Provision of Janitorial Supplies.* Upon Contractor's submission of a written purchase order request to Town's representative, Town shall order the following products for Contractor's use in performing the Services: toilet paper, paper towels, trash and recycle can liners, all-purpose cleanser (concentrate), neutral floor cleaner (concentrate), neutral disinfectant (concentrate), window cleaner (concentrate), stainless steel polish, wood polish, crème cleanser, and air fresheners. The Town will also provide access to a washer and dryer for the purpose of washing hand towels, mop heads, etc.

The Contractor will be responsible for providing any other cleaning products and chemicals, including spray bottles and labels for all cleaning products. Also the Contractor will be responsible for providing all tools and equipment needed to satisfactorily perform the required services.

1.2 *Compensation.* In exchange for Contractor's satisfactory completion of the Services, Town shall pay Contractor a fixed fee of \$7,964.11 per month, in accordance with the fee schedule set forth in Exhibit B. Contractor shall provide Town with monthly invoices itemizing all work performed by Contractor during that month including the name of the person performing the work, and the total hours worked. Town shall remit payment to Contractor within 30 days of receipt of such invoice for all Services completed to Town's satisfaction.

2. Emergency Services.

2.1 *Emergency Services.* Emergency Services shall consist of work that is immediately necessary to repair property that has been damaged, or is in danger of being damaged, because of an unforeseen event. Examples of natural events that may cause the Town to require Emergency Services are flooding, earthquakes or severe storms. Examples of

man-made events that may require Contractor to perform Emergency Services include fire, explosion, broken pipes or severe vandalism. Examples of Emergency Services Contractor may be required to perform include, without limitation: removal of graffiti, mud, dirt and debris.

2.2 *Staffing, Response Time and Compensation.* If requested by the Town's authorized representative, Contractor shall perform Emergency Services, and Town shall pay Contractor for those services on an hourly basis at the rates set forth in Exhibit B. Contractor shall submit an itemized invoice to Town for all Emergency Services within 30 days of completing those Services. Town shall remit payment for all Emergency Services completed to the Town's satisfaction within 30 days of receipt of Contractor's invoice.

2.3 *On-call Number.* Contractor shall provide Town with a current phone number for the Town to call when it needs Emergency Services and shall send a written notice to the Town within 48 hours of any change to that telephone number.

2.4 *Town's Duties.* In order to assist Contractor in the performing the Emergency Services in accordance with the Contract, Town shall notify Contractor of any emergencies requiring Contractor's response as soon as possible, and, when possible, provide a general description of the Emergency Work to be performed, and the time within which it may be performed.

3. Extra Services, Compensable on Hourly Basis/Per Unit Basis

3.1 *Required Extra Services.* Town may require Contractor to perform Extra Services as may be assigned by the Town's authorized representative provided that such services are of the same kind and nature as the Services (the "Required Extra Services"). Required Extra Services include, without limitation:

- (a) Repairing damage caused by vandalism;
- (b) Cleaning facilities two or more times in one day; and
- (c) Additional or extra cleaning of facilities as directed by Town after a Town-sponsored event.

3.2 *Optional Extra Services.* Town may request Contractor to provide services that Contractor is qualified to perform but that are not enumerated in this Contract ("Optional Extra Services"). Examples of Optional Extra Services include, without limitation:

- (a) Steam cleaning upholstered furniture; and
- (b) Cleaning and shampooing carpet

3.3 *Compensation.* For the Extra Services described in Section 3, Town shall pay Contractor on an hourly basis or on a per unit basis at the rates set forth in Exhibit B. Contractor shall submit an itemized invoice to Town for all Extra Services within 30 days of completing those Services. Town shall remit payment for all Extra Services completed to the Town's satisfaction within 30 days of receipt of Contractor's invoice.

4. Hours, Standards

4.1 Work Safety Standards.

4.1.1 *Meetings.* Contractor shall conduct regular safety meetings with their own employees to ensure a safe working environment. Contractor shall provide Town with a written summary of the items covered at these meetings on a monthly basis or more frequently as requested by Town. Contractor shall execute the Services so as to avoid injury or damage to any person or property.

4.1.2 *Safety Practices.* Contractor and its subcontractors shall employ the safety and security practices as are normal or customary for the type of work to be performed under this Contract or as are required by law for the type of work to be performed under this Contract. Contractor and its subcontractors shall comply with Town's safety and security requirements when performing the Services.

4.2 *Hours.* Contractor shall normally perform the Services between the hours of 6:00 PM and 2:00 AM and shall not perform any Services during the week (M-F) between the hours of 8:00 AM and 5:00 PM, unless specifically requested to do so by the Town's authorized representative (e.g., Emergency Services or Extra Services (defined above)).

4.3 *Sustainability.* Contractor shall perform the Services in alignment with the Town's Climate Action Plan and Sustainability Policy. Contractor shall perform services with tools and equipment that are energy efficient, reduce or conserve water use, minimize waste, optimize recycling, re-use programs and source reduction.

4.4 *Uniforms and Identification.* Each employee of Contractor shall wear a visible company uniform with company logo and identification badge at all times while working in or around Town facilities.

5. Term and Termination.

5.1 *Term.* The term of this Contract is 1 year commencing on June 1, 2014 ("Term").

5.2 *Termination.* The Town may terminate the Contract at any time with or without cause, by providing the Contractor 30 days written notice of termination. If in which case, the date of termination shall be 30 days after notice of termination has been given, unless the Parties agree otherwise. Contractor may terminate the contract as provided in Section 6.4.

5.3 *No Continuing Contractual Relationship.* Nothing in this Contract shall be interpreted to imply that the Town must maintain any contractual relationship with Contractor on a continuing basis after termination of this Contract.

6. Option to Renew.

6.1 *Option to Renew* Town shall have four successive options to renew this Contract for an additional one year period for each option ("Option Term"), on the same terms and conditions as contained herein. Town shall advise Contractor of its intent to exercise its

option to renew, in writing, not more than ninety (90) nor less than thirty (30) days prior to the end of the Term or the Option Term. In no event shall this Contract extend beyond June 1, 2019. If Town fails to exercise its first option to renew within the time required, both that option to renew and the subsequent options to renew shall be void, and this contract shall expire on June 1, 2015.

6.2 *Adjustment for Inflation if Option to Renew is Exercised.* If Town exercises its option to renew as set forth in Section 6.1 above, and this Contract has not otherwise been terminated for any reason, Contractor's compensation for Services, shall each be adjusted annually for inflation, with a maximum increase of 5% per year. This annual adjustment shall occur on June 1 of every year after execution of this Contract that the Contractor has exercised the option to renew as provided herein.

6.2.1 "Adjusted for Inflation" means an adjustment made according to the following formula, where "Consumer Price Index" or "CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled "Consumers Price Index of Urban Consumers (Revised Series), San Francisco-Oakland-San Jose Metropolitan area, All Items, 1982-84=100 [Series ID CUJRA422SA0]."

6.2.2 *CPI.* If the CPI for June of any year following 2014 exceeds the index for June 2014 (the Base Index), the amount subject to adjustment for inflation (Base Amount) shall be multiplied by the last previous CPI Index and divided by the Base CPI Index to obtain the Adjusted Amount.

6.3 In the event the CPI exceeds 5% for a particular year, Contractor shall have the option to terminate this Contract, or to reject Town's exercise of the option to renew, by giving Town 60 days written notice.

7. Incorporation of Exhibits. Exhibits A and B to this contract are expressly incorporated in and made part of this Contract.

8. Meetings. Contractor shall meet with the Town's Representative at least once a month for Contractor to report on Services done or to be done, make recommendations, and receive instructions from the Town's representative.

9. Designation of Authorized Representatives. Before commencing any Services under this Contract, Contractor shall designate in writing, a competent, authorized representative acceptable to the Town, together with a clear definition of the scope the representative's authority and any limitations on the representative's authority. Town hereby designates the Director of Recreation as its authorized representative. Each Party shall notify the other Party in writing of any changes in the authorized representative's identity within 10 days of such change.

10. Subcontractors and Personnel

10.1 *Subcontractors.* Contractor shall not employ any other contractor or subcontractor for performance of the Services hereunder without the prior written approval of the Town.

10.2 *Personnel.* All personnel employed in connection with the Services shall be competent and qualified by experience or ability. Contractor shall obtain written approval of the Town prior to appointing key project personnel. Contractor and its subcontractors shall replace any of their employees whose work is contrary to the requirements of this Contract, or at Town's request for whatever reason.

10.3 Fingerprinting and Background Checks.

(a) Contractor will obtain a background check for each current and new employee or agent who will be assigned to work under this Contract. The background check must be performed by the Colma Police Department or a qualified firm who is duly licensed to conduct criminal background checks. The background check for an employee or agent must include a search of the county criminal court records search and the US District criminal court records for each address where the employee or agent lived at any time during the last ten years.

(b) Contractor will comply with all notice and disclosure requirements required by the Fair Credit Reporting Act and applicable state laws, including obtaining consent for all records to be reviewed by Contractor.

(c) Contractor will assign only those employees or agents who have successfully completed and passed a criminal background check to work under this Contract. To pass the background check under this Contract, the employee or agent must:

(i) Provide complete and truthful information, documentation, and assurances required by this contract or requested by the Chief of Police, and must reveal all facts material to qualification;

(ii) Not have been convicted of a felony, including a conviction by a federal court or a court in another state for a crime that would constitute a felony if committed in California;

(iii) Not have been convicted of any misdemeanor involving dishonesty or moral turpitude within the 10-year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to Section 1203.4, 1203.4a, or 1203.45 of the Penal Code; and

(iv) Not be required to register under the California Sex Offender Registration Act (California Penal Code, sections 290 to 290.024).

(d) The Chief of Police may, for good cause shown, grant relief from the strict application of the foregoing requirements.

(e) Contractor will pay all costs associated with fingerprint and background checks.

11. Independent Contractor. Contractor is an independent contractor in the performance of this Contract. Neither Contractor nor its subcontractors, nor their employees, shall be considered employees, servants or agents of Town as a result of this Contract.

Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the Town.

12. Compliance with Laws. This Contract is made subject to, and Contractor agrees to comply with and abide by, all applicable the laws, rules and regulations of the United States, the State of California, the County of San Mateo, the Town of Colma, and any other applicable regulatory agencies in its performance of the Contract.

13. Licenses.

13.1 At all times during this Contract, Contractor shall maintain all licenses and permits usual or necessary for performing the Services, including, but not limited to, Town of Colma Business License (Information regarding the Town's business license program may be obtained by calling the Town's Planning Office at 650-985-2590), and a State Contractor's license, if required.

14. Records and Audits.

14.1 *Records.* Contractor shall keep accurate and complete daily records to support all items invoiced to the Town under this Contract. Such records shall include, without limitation, an itemization of the Services performed by each employee, the name of the employee, the areas where the Services were performed and the materials used.

14.2 *Town Inspection of Records.* Town shall have the right, at all reasonable times during business hours, to inspect and copy all records required to be maintained by the Contractor. Contractor shall preserve these records for three (3) years after the termination of this Contract.

15. Ownership of Records. All reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the Services shall be the property of the Town. Contractor shall not disclose those reports, information or data to any other individual or organization without the prior written approval of the Town.

16. Public Records Act. Contractor 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 Contractor is a trade secret. If Contractor submits any information that it claims to be a trade secret or otherwise confidential to the Town and a third-party makes a request to inspect or copy such information, the Town will provide Contractor with reasonable notice to allow Contractor to seek protection of that information from disclosure by a court of competent jurisdiction. If Contractor fails to seek protection before the Town must legally reply to the request, the Town may, in its sole discretion and without being in breach of this Contract or liable to Contractor, respond to the request as the Town deems appropriate. In the event that Contractor directs Town not to disclose confidential information sought pursuant to the request, Contractor shall defend, indemnify and hold harmless Town against any losses sustained by the Town, including reasonable attorney fees and costs, arising from or in any way connected with the non-disclosure of the information requested. Town, in its sole discretion may tender the request to Contractor for a response, including, any and all subsequent legal actions or challenges related to the non-disclosure.

17. Warranties and Covenants by Town. Town acknowledges and covenants as follows:

(a) Contractor is not required to comply with daily instructions from Town staff with respect to the manner of performing the Services.

(b) Contractor is solely responsible for determining who, under the supervision or direction of Contractor, will perform the Services.

(c) The Town will not hire, supervise or pay any assistants working with Contractor pursuant to this Contract.

(d) Nothing in this Contract shall be interpreted to imply that the Contractor must maintain any contractual relationship with the Town on a continuing basis after termination of this Contract.

(e) Within the parameters defined by Contract, it is the sole responsibility of the Contractor to set the hours in which Contractor performs or plans to perform the Services.

(f) Contractor is not required to devote full time to the business operations of the Town in order to perform the Services.

(g) Nothing in this Contract shall be interpreted to preclude Contractor from working for other persons or firms, provided that such work does not create a conflict of interest or otherwise prevent Contractor from performing the Services.

18. Contractor's Warranties. Contractor represents and warrants as follows:

(a) Contractor has obtained and will maintain at all times during the term of this Contract all professional and/or business licenses, certifications and/or permits necessary for performing the Services.

(b) All Services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

(c) Contractor is ready, willing and able to perform Services without the use of Town equipment, materials, tools, or facilities, except as otherwise set forth in this Contract.

(d) Contractor has thoroughly investigated and considered the Services to be performed and carefully considered how the Services should be performed. Contractor fully understands the facilities, difficulties and restrictions attending performance of the Services under this Contract.

(e) All personnel employed in connection with the Services shall be competent and qualified to perform the Services by experience or ability.

(f) Should Contractor discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the Town, it shall immediately inform the Town of such fact and shall not proceed except at Contractor's own risk until the Town has been informed and Contractor has received written instructions from the City Manager or his or her designee.

(g) Contractor covenants that neither it nor any officer of its corporation has any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of the Services under this Contract.

19. Non-discrimination. Contractor will hire, promote and terminate its employees without consideration of race, religion, creed, color, national origin, sex, sexual orientation, marital status, age, or any sensory, mental or physical disability or perception of such disability unless such disability effectively prevents the performance of essential duties and functions required by the position that cannot be accommodated without undue hardship.

20. Indemnification by Contractor. Contractor shall defend, hold harmless and indemnify the Town, its elected officials, officers, consultants, employees and agents from and against any and all Liabilities, as further defined below, arising out of or in any way connected with or related to Contract.

20.1 *Liabilities Protected Against.* The liabilities protected against by this Section are any and all losses, claims, actions, damages, liabilities, demands, costs, including attorneys fees, and expenses of any kind allegedly suffered, incurred or threatened, including all claims for damages for personal injury, death, property damage, inverse condemnation, or any combination of these, arising out of or in any way connected with Contractor's performance of the Services or this Contract.

20.2 *Included.* The duty to indemnify applies to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of the Contractor, its officers, subcontractors, consultants, agents or employees in the performance of the Services.

20.3 *Excluded.* Contractor shall not be liable for any act or omission arising solely from the gross negligence or willful misconduct of the Town.

20.4 *Promises and Agreements.* The promises and agreements in this Section will survive the termination of this Contract and are not conditioned or dependent on whether or not any Town has prepared, supplied, or reviewed any plan(s) or specification(s) of Contractor in connection with the Services performed, or whether or not the Town is insured or otherwise indemnified against any of these claims or liabilities.

21. Insurance.

21.1 *Insurance Policies Required.* Contractor shall, at all times during the term of this Contract, at Contractor's sole cost and expense, obtain and keep in force:

21.1.1 *Comprehensive General Liability Insurance.* Comprehensive general liability insurance (using Insurance Services Office form CG 0001 or exact equivalent), with a minimum combined single limit in the amount of One Million Dollars (\$1,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons, and damage to property, and no less than Two Million Dollars \$2,000,000 in the general aggregate. This policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross-liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Contract.

21.1.2 *Automobile Liability Insurance.* Automobile liability insurance (using Insurance Services Office form CA 0001 covering "Any Auto" (Symbol 1) or exact equivalent), covering bodily injury and property damage for all activities in an amount of not less than One Million Dollars \$1,000,000 for each accident; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., employee's vehicles).

21.1.3 *Liability Insurance.* All such liability insurance shall:

(a) Name Town, its elected officials, officers, consultants, agents and employees as additional insureds with regard to liability and defense of suits or claims arising out of or in any way connected to the performance of the Contract;

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

(c) 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;

(d) 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

(e) 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).

21.1.4 *Worker's Compensation Insurance.* 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 One Million Dollars \$1,000,000 per accident for bodily injury and disease. Said insurance policy shall provide that the insurer waives all rights of subrogation against Town, its elected officials, officers, consultants, agents, and employees for losses arising from Contractor's performance of the Services.

21.2 *Acceptable Insurers.* All insurance required under this section and all renewals of this Contract shall be issued by good and responsible companies admitted to do and doing business in the State of California, rated A:VII or better by Best's Insurance Guide. Each policy shall expressly provide that the policy shall not be cancelled or altered without thirty (30) days prior written notice to Town. Upon the issuance thereof, and on or before the expiration of each such policy and a replacement thereof, Contractor shall deliver to Town "Proof of Insurance" consisting of such policy or a certified copy and a certificate thereof to Town for retention by Town. If Contractor fails to insure or fails to furnish to Town upon notice to do any such policy or certified copy and certificate thereof as required, Town shall have the right from time to time to effect such insurance for the benefit of Contractor or Town or both of them and all premiums paid by Town shall be payable by Contractor on ten (10) days written notice by Town demanding same.

21.3 *Additional Coverage.* Town reserves the right from time to time in its reasonable discretion to require Contractor to obtain additional liability insurance coverage and to increase existing limits of insurance coverage to levels then generally maintained by prudent business organizations operating a similar business in light of inflation, awards for personal injury or wrongful death and other risks.

22. Notices.

22.1 *Manner of Giving Notice.* All notices to be given under this Contract shall be in writing and either:

(a) Delivered personally, in which case notice shall be deemed delivered upon delivery;

(b) Sent by certified mail, postage prepaid, return receipt requested, in which case notice shall be deemed delivered five (5) business days after deposit; or

(c) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier.

(d) Addresses. The addresses to whom notices shall be sent are:

Town
City Manager
1198 El Camino Real

Contractor

Colma, CA 94014
FAX 625-997-8308

With a copy to:
Roger C. Peters
City Attorney
1198 El Camino Real
Colma, CA 94014
FAX 625-997-8308

With a copy to:

22.2 The copy shall be for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

23. Immigration Laws. Contractor shall only employ persons authorized to work in the United States pursuant to federal immigration laws.

24. Miscellaneous.

24.1 *Arbitration.* 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 in the arbitration shall be entitled to its reasonable attorneys' fees and costs.

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

24.3 *Headings.* Headings in this contract and each of its exhibits are for the convenience of the reader only, and shall not be used in interpreting any provision in this contract.

24.4 *Governing Law.* This Contract shall be governed by the laws of the State of California. Venue shall be in San Mateo County.

24.5 *Successors and Assigns.* This Contract shall be binding on the successors and assigns of the Parties.

24.6 *Town's Right to Employ Other Contractors.* Town reserves the right to employ other contractors in connection with the Services where necessary in its discretion.

24.7 *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.

24.8 *Ambiguities.* Contractor has participated fully in the review of this Agreement and in inspecting the areas subject to this contract, and has been provided ample opportunity to revise this contract and the exhibits. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

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

24.10 *Severability.* If any portion of this Contract is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

24.12 *Counterparts.* This Contract may be signed in counterparts, each of which shall constitute an original.

24.13 *No Assignment.* No agreement or any duties or obligations resulting from this Contract may be assigned by selected bidder without the prior written consent of the Town.

Whereas, the undersigned duly authorized signatories have executed this Contract on the respective dates shown:

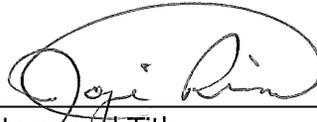
[Signatures on the following page]

**SIGNATURE PAGE
TO
JANITORIAL MAINTENANCE SERVICES CONTRACT**

Date: 3-31-14

CONTRACTOR

By: Jorge Rivera General Manager
Printed Name and Title

By: 
Printed Name and Title

Date: _____

TOWN OF COLMA

By: _____
Helen Fisicaro, Mayor

Attest: _____
Sean Rabe', City Clerk

**EXHIBITS A1 – A7
TO
JANITORIAL MAINTENANCE SERVICES CONTRACT
SPECIFIC DUTIES TO BE PERFORMED PER FACILITY AND SCHEDULE
SEE ATTACHED**

**EXHIBIT B
TO
JANITORIAL MAINTENANCE SERVICES CONTRACT**

**FEE SCHEDULE
SEE ATTACHED**



City Hall and Council Chambers, 1198 El Camino Real

TASK	Daily	Twice a week	Weekly	Monthly	Quarterly	Yearly
Empty wastebaskets and re-line if nec.	X					
Fill soap, paper towels, toilet paper	X					
Vacuum / brush mats	X					
Clean and disinfect restrooms including floors	X					
Clean, polish & disinfect sink and kitchen area, microwave, coffee maker	X					
Spot clean walls				X		
Straighten / align furniture	X					
Sanitize phones	X					
Spot clean floors	X					
Clean and disinfect tiled/hard surfaces			X			
Scrub tile floors				X		
Clean and disinfect trash cans and recycle bins			X			
Detail sweep/vacuum under desks, wires, etc.		X				
Empty recycle containers and paper shredder & put in appropriate bins		X				
Dust desk areas and computer monitors			X			
Floor swept /damp dust mop		X				
Dust surfaces, windowsills, countertops			X			
Vacuum Council chambers				X		
Remove fingerprints, smudges from wall surfaces, switch plates, glass partitions			X			
Dust & wipe clean window blinds, door frames, moldings, vents				X		
Strip and wax floor						X
Clean refrigerators (inside & outside)					X	
Clean & polish desk tops and wood furniture					X	
Clean windows inside & Outside					X	
Clean windows inside and outside on all doors			X			
Steam clean upholstered chairs*						X
Shampoo, extract, rinse & apply protectant to carpets*						X

Note: Paperwork on desks and electronic equipment are to remain untouched.

Note: * Schedule with Town Staff prior to work being done. Extra Service



Planning, Engineering & Building Office, 1188-90 El Camino Real

TASK	Daily	Twice a Week	Weekly	Monthly	Quarterly	Yearly
Clean and disinfect restrooms including floors	X					
Clean doors and lobby glass windows	X					
Wash sink area and coffeepot	X					
Empty wastebaskets and re-line if nec.	X					
Dust desk area and computer monitor		X				
Sanitize phones		X				
Fill soap, paper towels, toilet paper	X					
Clean fingerprints off entry doors	X					
Vacuum carpeted floors	X					
Spot clean carpeted floors			X			
Dust surfaces, windowsills, countertops		X				
Dust furniture / fixture bases			X			
Empty recycle containers & put in appropriate bins	X					
Clean & disinfect trash and recycle containers						
Dust and Clean Blinds				X		
Clean finger prints off light switches				X		
Clean & Polish all desk tops and wood furniture					X	
Spot clean walls		X				
Clean windows inside and out					X	
Steam clean upholstered chairs*						X
Shampoo, extract, rinse & apply protectant to carpets*						X

Note: Paperwork on desks is to remain untouched.

Note: * Schedule with Town Staff prior to work being done. Extra Service



Police Department, 1199 El Camino Real

TASK	Daily	Weekly	Monthly	Quarterly	Yearly
Clean and disinfect tiled surfaces	X				
Clean & disinfect trash cans and recycle bins		X			
Floor swept / damp dust mop	X				
Fill soap, paper towels, toilet paper	X				
Empty wastebaskets and re-line if nec.	X				
Clean and disinfect toilets, showers, and urinals including floors	X				
Sweep or vaccum gym floor		X			
Clean Gym machines			X		
Light Wet Mop in Gym		X			
Clean Mirror in Gym		X			
Detail vaccum under desks, wires, etc.	X				
Vacuum carpeted areas and mats	X				
Clean & disinfest Public Lobby	X				
Clean & disinfect Staff Lounge	X				
Clean entry glass	X				
Sweep Locker Room Floors & Staircase	X				
Mop Locker Room Floors & Staircase		X			
Clean, polish & disinfect sink and kitchen area, microwave, coffee maker	X				
Dust desk areas and computer monitors		X			
Sanitize phones		X			
Dust & disinfect surfaces and countertops		X			
Disinfect outside of refrigerator		X			
Clean, sanitize & disinfect holding cells, including toilets *		X			
Empty recycle bins & put in appropriate containers		X			
Wipe down locker and disinfect surfaces in locker room		X			
Clean quiet rooms		X			
Clean elevator		X			
Scrub tile floors			X		
Wipe clean all door jams			X		
Remove fingerprints, smudges from wall surfaces, switch plates, glass partitions			X		
Dust and clean window blinds, door frames, moldings, vents, and handrails			X		
Clean windows inside and out				X	
Clean and polish desk tops and wood surfaces			X		
Polish and buff floors				X	
Clean and disinfect inside refrigerators			X		
Strip and wax tile floors					X
Shampoo, extract, rinse & apply protectant to carpets**					X
Steam clean upholstered chairs**					X

Note: *Need to schedule with Seargent or Dispatch

Note: ** Schedule with Town Staff prior to doing work. Extra service

Note: Communicate with staff if areas are occupied when cleaning



Historical Society Museum, 1500 Hillside Blvd

TASK	Twice a Week	Monthly	Quarterly	Yearly
Floor swept / damp dust mop	X			
Empty wastebaskets and re-line if nec.	X			
Fill soap, paper towels, toilet paper	X			
Vacuum carpets/ brush mats	X			
Clean and disinfect restrooms	X			
Clean, polish & disinfect drinking fountains	X			
Clean, polish & disinfect sink and kitchen area, microwave, coffee maker	X			
Remove fingerprints, smudges, graffiti from wall surfaces, switch plates, glass partitions	X			
Scrub and recoat museum floor			X	
Clean janitorial area		X		
Detail sweep under desks, wires, etc.		X		
Sanitize phones		X		
Spot clean linoleum floors		X		
Clean & polish linoleum floors			X	
Clean and treat wood floors			X	
Clean windows inside and out		X		
Dust surfaces, windowsills, countertops		X		
Dust window blinds, door frames, moldings, vents		X		
Empty recycle containers & put in appropriate bins		X		
Dust and clean main light room areas		X		
Oil wood desk surface (front office only)		X		
Spot clean walls and carpets		X		
Wipe clean all ventilation grills			X	
Sweep floors at Train station, Freight building and Blacksmith shop		X		
Wipe clean all door jams			X	
Clean glass doors	X			
Shampoo, extract, rinse & apply protectant to carpets*				X

Note: Paperwork on desks and electronic equipment are to remain untouched.

Note: Do not dust or clean display cases.

Note: Do not clean inside windows at the gift shop.

Note: Do not touch bathroom lighting, it's motion sensed.

Note: * Schedule with Town Staff prior doing work. Extra Service

Exhibit A-5



Sterling Park Recreation Center, 427 F Street

TASK	Daily	Weekly	Monthly	Quarterly	Yearly
Floor swept / dust mop/ wet mop	X				
Empty wastebaskets and re-line if nec	X				
Fill soap, paper towels, toilet paper	X				
Vacuum / brush mats	X				
Clean and disinfect restrooms	X				
Clean, polish & disinfect drinking fountains	X				
Clean, polish & disinfect sink and kitchen area, microwave, coffee maker	X				
Remove fingerprints, smudges, graffiti from wall surfaces, and switch plates	X				
Strip & wax all floors					X
Scrub tile floor			X		
Detail sweep under desks, wires, etc.		X			
Sanitize phones		X			
Clean & disinfect trash cans			X		
Scrub and recoat main/office room floor				X	
Clean & disinfect outside restrooms	X				
Clean windows outside				X	
Clean & disinfect all trash and recycle containers			X		
Clean windows inside		X			
Dust surfaces, windowsills, countertops		X			
Dust and clean window blinds, door frames, moldings, vents		X			
Empty recycle containers & put in appropriate containers		X			
Wipe Formica desk surface			X		
Dust & clean Maint. Room area			X		
Spot clean walls			X		
Steam clean upholstered chairs*					X

Note: Paperwork on desks and electronic equipment are to remain untouched.

Note: * Schedule with Town Staff prior to doing work. Extra Service



Colma Community Center, 1520 Hillside Blvd.

TASK	Daily	Weekly	Monthly	Quarterly	Yearly
Floor swept/damp dust mop all floors	X				
Wet Mop Hard Wood Floors *	X				
Wet Mop Tile Floors *	X				
Empty wastebaskets and re-line if nec.	X				
Clean inside and outside of trash and recycling receptacles			X		
Fill soap, paper towels, toilet paper	X				
Vacuum carpets & mats	X				
Clean and disinfect restrooms	X				
Clean, polish & disinfect drinking fountains	X				
Clean, polish & disinfect sink and kitchen area, microwave, coffee maker, cabinets, countertops		X			
Clean and remove fingerprints, smudges, graffiti from wall surfaces, and switch plates		X			
Clean all glass doors & lobby table glass	X				
Scrub tile floors			X		
Detail sweep under desks, wires, etc.		X			
Sanitize phones		X			
Clean and treat hardwood floors			X		
Spot clean tiled floors	X				
Clean windows inside			X		
Clean windows outside				X	
Dust & Disinfect surfaces, and countertops		X			
Dust and clean window blinds, moldings, and windowsills		X			
Empty recycle containers & put in appropriate bins	X				
Dust and clean maint. light room areas			X		
Spot clean walls			X		
Wipe clean all ventilation grills			X		
Wipe clean all door jams				X	
Clean Oven Hood and Vents				X	
Clean Stove and Ovens			X		
Set up Tables for weekend rentals **	X				
Wipe down & disinfect wainscoting in Banquet Room			X		
Clean Chandeliers in Banquet & Conference Rm				X	
Strip and wax tile floors					X
Polish wood on chairs, tables and bench in Lobby. Dust book shelves in Admin Office.			X		
Clean picture glass & frames in Lobby, Admin Office and Conference Room.			X		
Steam clean upholstered chairs***					X
Shampoo, extract, rinse & apply protectant to carpets***					X

Note: Paperwork on desks and electronic equipment are to remain untouched.

Note * Friday, Saturday, & Sunday Evening

Note ** Friday, Saturday, & Sunday Evening

Note *** Schedule with Town Staff prior to doing work. Extra Service



Maintenance Corporation Yard, 601 F Street

TASK	Mon, Wed & Fri
Clean and disinfect restrooms	X
Empty restroom wastebaskets and re-line	X
Fill soap, paper towels, toilet paper in restrooms	X
Wet mop office areas	X
Dust office areas and light fixtures	X
Sweep main staging area	X
Clean and disinfect coffee and break area	X

EXHIBIT B: CONTRACT PRICING FORM - JANITORIAL MAINTENANCE SERVICES PROPOSAL

Part A. General Janitorial Maintenance Services.

ITEM	DESCRIPTION	UNIT	MONTHLY COST	ANNUAL COST
1	CITY HALL & COUNCIL CHAMBERS	LS	\$1,229.08	\$14,748.96
2	PLANNING, ENGINEERING/BUILDING OFFICE	LS	\$737.46	\$8,849.52
3	POLICE DEPARTMENT	LS	\$2,064.87	\$24,778.44
4	STERLING PARK RECREATION CENTER	LS	\$1,204.50	\$14,454.00
5	HISTORICAL SOCIETY MUSEUM	LS	\$171.70	\$2,060.40
6	COLMA COMMUNITY CENTER	LS	\$2,064.87	\$24,778.44
7	MAINTENANCE CORPORATION YARD	LS	\$491.63	\$5,899.56
8	TOTAL PRICE FOR ALL FACILITIES	LS	\$7,964.11	\$95,569.32

Part B. Emergency Services. Upon satisfactory completion, Town shall pay contractor for emergency services at the hourly rates set forth below in Part C, "Hourly Rates for Extra Services and Base Rate for Emergency Services," times the following appropriate factor*:

- (1) For work performed during business hours by a crew already working in Town at the time of the emergency, the factor shall be One (1.0); (Hours, 6:00pm to 2:00am)
- (2) For work performed during business hours by a crew brought in from outside the Town, the factor shall be 1.25;
- (3) For work performed after business hours' on twenty-four hours' response time, the factor shall be 1.25; and
- (4) For work performed after business hours on two hours' response time, the factor shall be 1.75.

**Instruction to bidder: Enter the factor on the blank line in text and a number. For example, you should enter :*

- straight time as: One (1.0);
- time and a half as: One and one-half (1.5)
- double time as: Two (2.0)

Part C. Hourly Rates for Required Extra Services and Base Rates for Emergency Services. Upon satisfactory completion, Town shall pay contractor for Extra Services at the hourly rates set forth below:

ITEM	POSITION	HOURLY RATE
1	Upholstery extraction	\$35.00
2	Floor & Carpet technician	\$40.00
3	Hardwood Floor specialist	\$75.00
4	Janitor	\$25.00

Part D. Optional Extra Services Per Unit.

Upon satisfactory completion, Town shall pay contractor for Optional Extra Services per unit not otherwise specified in this Exhibit B at the rates set forth below:

ITEM	UNIT TYPE	RATE
Carpet shampoo, extract, rinse and protection application	Square foot	\$0.14 sf > 5,000 sf
Steam clean upholstered chairs	Per chair	\$14.00 per chair

Part E. Annual Adjustment in Rates. The rates proposed shall be adjusted annually for inflation with a maximum increase of 5% per year. This annual adjustment shall be based on CPI as outlined in section 6.2 of the Janitorial Services Maintenance Contract.

Respectfully submitted:

Bay Contract Maintenance
(Business Name)

 3-31-14
(Signature & Date)

General Manager
(Title)

License Number and Class C6466301 CM1

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Chief of Police, Jon C. Read
 VIA: Sean Rabé, City Manager
 MEETING DATE: April 9, 2014
 SUBJECT: Purchase of Three New Patrol Vehicles

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION AUTHORIZING CONTRACT WITH FOLSOM LAKE FORD FOR PURCHASE OF
POLICE VEHICLES

EXECUTIVE SUMMARY

Staff recommends that the City Council approve the contract to purchase three police patrol vehicles from Folsom Lake Ford. The three vehicles will be Ford Police Interceptor SUV's, which is the same vehicle recently chosen by the CHP as its patrol vehicle.

FISCAL IMPACT

The cost is \$31,884.40 per vehicle, for a total contract price of \$95,653.20. This purchase does not require a budget amendment. The purchase will be absorbed in the current FY 2013/14 budget, covered by funds in salary savings from the police administration budget, account #210-51002.

BACKGROUND

The Colma Police Department patrol fleet currently consists of eight Ford Crown Victoria sedans. Seven of the vehicles are fully marked police vehicles and are used for routine patrol purposes. One of the vehicles is an unmarked crime suppression vehicle, equipped with low profile emergency lighting and no police markings. It is used during our deployment with the San Mateo County Gang Task Force (GTF), local crime suppression and as a pool car to commute to training classes. The crime suppression vehicle was previously a marked Colma Police vehicle that was rotated out of the patrol fleet due to excessive mileage. It was still in good running condition and was perfect for the sporadic deployments previously mentioned.

The current patrol fleet ranges in age, from 2003-2011. It is common practice to rotate patrol vehicles out of the patrol fleet when their mileage exceeds 75,000 miles, or if the cost of continual vehicle maintenance makes it fiscally irresponsible to continue repairing the vehicle.

Currently, the crime suppression vehicle has 89,000 miles and has reached the end of its productive life. One of our current patrol vehicles has 67,000 miles and has had numerous mechanical difficulties, including having its transmission replaced three times (warranty), as well as having various steering issues and brake issues. We recently learned the transmission is again beginning to have problems, which indicates a new transmission might be needed. It would be fiscally irresponsible to continue funding repairs on the vehicle when it is due to be rotated out of the patrol fleet in 10,000 miles.

The purchase of these three new patrol vehicles will allow the department to rotate one older patrol vehicle into the Crime Suppression vehicle, replace the poor quality patrol vehicle mentioned above and add one additional patrol vehicle to the fleet to help support our recent increase in police officers.

ANALYSIS

Ford Police Interceptor SUV

In 2012, Ford announced that they will no longer be producing the Crown Victoria which has been a police patrol vehicle staple since the 1970's. Ford also announced that it will make two different police interceptor models, a sedan and a SUV. The California Highway Patrol (CHP) which exclusively used the Crown Victoria for their patrol fleet conducted vehicle testing on four vehicles, both Ford Police Interceptor models, the Chevrolet Caprice and the Dodge Charger. After extensive road tests on all of these vehicles, the Ford Police Interceptor SUV was superior in both performance and safety. Additionally, because of the stance and spaciousness of the SUV, the CHP is anticipating the reduction of back and knee injuries as result of entering and exiting the vehicle. The CHP has identified the Ford Police Interceptor SUV as their new sole patrol vehicle as of 2013. As such, the Colma Police Department will be switching to the Ford Police Interceptor SUV when replacing our current fleet of Crown Victoria's.

Cooperative Purchasing Program

In early March, Colma Police Sergeant Dan Seevers met with the CHP fleet management staff in Sacramento. Sgt. Seevers discovered that Folsom Lake Ford is supplying the CHP with their entire fleet. Sgt. Seevers met with the representatives from Folsom Lake Ford and was granted permission to make a purchase for the Colma Police Department at the state bid price. This price is approximately \$3000 less than we have found with any other Ford dealership in the state. Folsom Lake Ford will also provide an additional \$500 discount per vehicle if paid for within twenty days of taking delivery. Total purchase price including taxes and discounts equals \$31,884.40 per vehicle, for a total contract price of \$95,653.20.

The purchase of these three new police patrol vehicles will allow the police department to rotate two older vehicles out of the patrol fleet that have reached the end of their useful patrol function, while also adding one additional vehicle to the fleet to help support our current increase in patrol staff.

Staff believes that the purchase of these three patrol vehicles will provide the employees of the police department with equipment to better serve the members of our community.

COUNCIL ADOPTED VALUES

Purchase of the vehicles through the state program is a *responsible* decision because of the cost savings to the Town.

SUSTAINABILITY IMPACT

Due to the nature of police work, high performance vehicles are necessary. A green alternative vehicle would be ineffective and inefficient.

ALTERNATIVES

The following courses of action are available to the City Council:

- A. Use the current salary savings in the FY 2013/14 budget to purchase three new patrol vehicles.
- B. Postpone the new vehicle purchase and request additional funding in the FY 2014/15 budget.

CONCLUSION

Staff recommends the City Council approve a contract with Folsom Lake Ford to purchase three new patrol vehicles, using the \$95,653.20 in salary savings from the FY 2013/14 police budget to purchase the patrol vehicles.

ATTACHMENTS

- Resolution

This page left intentionally blank.

RESOLUTION NO. 2014-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION AUTHORIZING CONTRACT WITH FOLSOM LAKE FORD
FOR PURCHASE OF POLICE VEHICLES

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

1. Background.

This contract is exempt from the competitive bidding requirements of the Town's Purchasing Ordinance because it is made in conjunction with a cooperative purchasing program of the State of California pursuant to Colma Municipal Code section 1.06.170(i).

2. Order.

The City Manager is authorized to execute a contract with Folsom Lake Ford for purchase of three Ford police vehicles.

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 April 9, 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 Rabé, City Clerk

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Public Works Director
Brian Dossey, Director of Recreation Services

VIA: Sean Rabé, City Manager

MEETING DATE: April 9, 2014

SUBJECT: Colma Blvd. and Mission Road Improvements

RECOMMENDATION

Staff recommends that City Council adopt:

A RESOLUTION AWARDING CONTRACT TO GOLDEN BAY CONSTRUCTION, INC. FOR ADA IMPROVEMENTS ALONG COLMA BLVD. AND MISSION RD.

EXECUTIVE SUMMARY

The proposed contract is with Golden Bay Construction, Inc. for ADA improvements along Colma Blvd. and Mission Rd.

The scope of work includes updating non-compliant curb ramps and sidewalk cut outs around light poles and fire hydrants along Colma Blvd. and Mission Rd. In all, 29 physical barriers will be removed making Colma Blvd. ADA compliant between Junipero Serra Blvd. and El Camino Real, and improving accessibility and pedestrian safety along Mission Rd between El Camino Real and Lawndale Blvd.

Construction of this project is funded through the Capital Improvement Program and FY2013-14 operating budget. The total cost for ADA improvements along Colma Blvd. and Mission Rd. are \$85,346.00.

FISCAL IMPACT

This project will be funded through:

• Capital Improvement Program	:	\$ 63,000.00
• FY2013-14 operating budget - streets & sidewalks		<u>\$ 22,346.00</u>
TOTAL		\$ 85,346.00

BACKGROUND

Introduction

City Council adopted the ADA Transition plan by resolution in November 2010. The Town's Transition Plan details a seven year improvement program that will make the Town's facilities, rights of way and programs accessible under the ADA.

In the three years since the plan's adoption staff has removed each of the physical barriers described in the Transition Plan for FY2010-11, FY2011-12, and FY2012-13 except for three, for the reasons explained in the fiscal year's section below.

Fiscal Year 2010-11

The first year of the Transition Plan identified improving accessibility around Town Hall Annex, Sterling Park Recreation Center and Serramonte Blvd. from El Camino Real to Junipero Serra Blvd. The estimated cost to remove these barriers was \$18,750. The actual barrier removal cost was \$22,895 however; staff was able to cover the overage using ABAG PLAN Risk Management Grant funds.

All projects in the ADA Transition Plan for FY2010-11 were completed except for one. The area that was not addressed was a non-compliant curb ramp on the north side of Collins Ave. right at Serramonte Blvd. This area needed further evaluation and will be addressed when a study of Serramonte Blvd. takes place.

Staff also conducted customer service training in terms of accommodating those with disabilities when they visit our facilities or contact us by telephone. ADA customer service tool kits were put together and forwarded to each department head and facility. Staff will conduct this training every other year in order to train new employees and update staff on changes in the ADA.

Fiscal Year 2011-12

In Fiscal Year 2011-12 the Transition Plan identified improving accessibility around Town Hall, Town Hall Annex, Historical Museum, Sterling Park Recreation Center, and Serramonte Blvd. from El Camino Real to Junipero Serra Blvd. The estimated cost to remove these barriers was \$93,500. The actual barrier removal cost was \$58,140 and staff was able to expense \$17,965 against the ABAG PLAN Risk Management Grant Funds program.

All projects in the ADA Transition Plan for FY2011-12 were completed except for one. The area that was not addressed was the parking lot at Town Hall, because additional study was needed to determine the best accessible route into Town Hall from the parking lot. This issue is scheduled to be addressed in Fiscal Year 2012-13.

However, in an effort to keep the Transition Plan moving forward, staff removed several other physical barriers on Serramonte Blvd. between El Camino Real and Hillside Blvd., and the Colma Community Center that were originally scheduled for removal in Fiscal Year 2012-13. As a

result, there is now an accessible route of travel on Serramonte Blvd. from Hillside Blvd. to Junipero Serra Blvd.

Also in Fiscal Year 2011-12 the Town received a request for reasonable accommodation regarding the accessibility issues on Mission Road; specifically the non-compliant curb ramps near public transportation. Staff evaluated the area of concern and was able to update three curb ramps improving the accessibility on Mission Road.

Fiscal Year 2012-13

Fiscal Year 2012-13 the Transition Plan identified improving accessibility primarily at Town Hall. The issues related to the parking lot and an accessible route of travel to the ramps into the facility. At the March 2013 meeting, City Council adopted a motion to postpone ADA improvements at Town Hall and directed the City Manager to make preparations for the Town Hall CIP project, renovating all of Town Hall. At this time the Town Hall CIP is scheduled to take place in FY2014-15 and FY2015-16.

Staff identified an accessible path of travel from the sidewalk and parking lot to the main entrance to the Colma Community Center and installed appropriate signage.

Staff also conducted customer service training in terms of accommodating those with disabilities when they visit our facilities or contact us by telephone.

Fiscal Year 2103-14

The Town's ADA Transition Plan for FY2013-14 details improvements needed along Colma Blvd. and Mission Rd. The scope of the work includes updating non-compliant curb ramps and sidewalk cut outs around light poles and fire hydrants.

ANALYSIS

Competitive Bidding

The Project was advertised through the Town's pre-approved list of construction companies for public works contracts. Three (3) bids were received. Golden Bay Construction, Inc. was determined to be the lowest responsible and responsive bidder, however, all bids received were over budget. Therefore staff value engineered the scope of work bringing the project within budget using CIP and FY2013-14 operating budget.

Financial Ramifications

The construction contract with Golden Bay Construction, Inc. will be in an amount of \$85,346.00. Funding for construction of this project is allocated in the CIP and Public Works operations & maintenance budget for streets and roads improvement. At this time staff is excluding option #2 from the proposal, therefore the contract price is \$85,346.00.

Scope of Work

The scope of work includes updating non-compliant curb ramps and sidewalk cut outs around light poles and fire hydrants along Colma Blvd. and Mission Rd. In all, 29 physical barriers will be removed making Colma Blvd. ADA compliant between Junipero Serra Blvd. and El Camino Real, and improving accessibility and pedestrian safety along Mission Rd between El Camino Real and Lawndale Blvd.

Schedule and Public Notification

Construction is expected to begin in May 2014 with the contract requiring completion of construction within 30 calendar days. A sample of the construction contract is included as Attachment B. Property owners in the project vicinity will be notified of the construction schedules and potential traffic delays. Project updates will also be provided through the Town's website.

Council Adopted Values

By adopting a resolution approving the contract with Golden Bay Construction, Inc. for ADA improvements along Colma Blvd. and Mission Rd., City Council is being *responsible*, for it will continue make the Town more ADA compliant.

Sustainability Impact

Golden Bay Construction, Inc. will perform the services in alignment with the Town's Climate Action Plan and Sustainability Policy. For example, Golden Bay Construction will be responsible for recycling materials removed from the construction site (i.e. concrete)

Alternatives

The following options are available to City Council:

1. Adopt a resolution approving the contract for ADA improvements with Golden Bay Construction, Inc.
2. Not adopt the proposed resolution approving the contract ADA improvements with Golden Bay Construction, Inc. and direct the City Manager to prepare another bid package for ADA improvements along Colma Blvd. and Mission Rd.

CONCLUSION

Staff recommends that City Council adopt the attached resolution awarding the construction contract to Golden Bay Construction, Inc. for an amount of \$85,346.00 for ADA improvements along Colma Blvd. and Mission Rd.

ATTACHMENTS

- A. Resolution
- B. Construction Contract
- C. Golden Bay Construction Proposal

RESOLUTION NO. 2014-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION AWARDDING CONTRACT TO
GOLDEN BAY CONSTRUCTION, INC. FOR CONSTRUCTION OF IMPROVEMENTS
ALONG COLMA BLVD. AND MISSION RD.

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

1. Findings

The City Council finds that the contract for constructing improvements along Colma Boulevard and Mission Road should be awarded to Golden Bay Construction, Inc. because it submitted the lowest responsible and responsive bid. The Project was advertised through the Town's pre-approved list of construction companies for public works contracts. Three (3) bids were received. Golden Bay Construction, Inc. was determined to be the lowest responsible and responsive bidder. Because all bids were over budget, staff value reduced the scope of work bringing the project within budget.

2. Order.

(a) The contract between the Town of Colma and Golden Bay Construction, Inc., a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.

(b) The Mayor shall be, and hereby is, authorized to execute said contract on behalf of the Town of Colma, 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 April 9, 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 Fiscaro, Mayor

Attest: _____
Sean Rabe', City Clerk

CONSTRUCTION SERVICES CONTRACT

The Town of Colma and Golden Bay Construction, Inc (“Contractor”) agree as follows:

1. Description of Services.

ADA improvements along Colma Blvd. and Mission Rd. within the Town of Colma, more specifically as described in the contractor’s bid proposal and the Town’s request for informal bid.

2. Levels of Service; Schedule.

(a) All work shall be conforming to the applicable Town of Colma Public Works Standards.

(b) Contractor will use its best efforts to complete all work within 30 calendar days of commencing work. Estimated Start Date is _____.

3. Compensation.

Town will pay Golden Bay Construction, Inc. a contracted amount of **\$85,346(Eighty Five Thousand Three Hundred and Forty Six Dollars and Zero Cents)** ADA improvements along Colma Blvd. and Mission Rd., more specifically as described in the attached contractor’s bid proposal and the Town’s request for informal bid. Payment in full will be made upon completion and acceptance of the Project by the Town.

Any addition, deletion or change in Scope or nature of work shall be approved in writing by the Public Works Director or his designee prior to performing those changes.

4. Reimbursable Expenses.

(a) None.

5. Term.

(a) This contract shall remain in full force and effect until completion of said work.

(b) Nothing in this Contract shall be interpreted to imply that the Town must maintain any contractual relationship with Contractor on a continuing basis after termination of this Contract.

6. Independent Contractor.

(a) Contractor is an independent contractor in the performance of the Work hereunder. Neither Contractor nor its subcontractors, nor their employees, shall be considered employees, servants or agents of Town.

(b) Contractor hereby represents that Contractor is covered by disability insurance, worker's compensation insurance, and such other employment insurance as Contractor may deem desirable and prudent. Contractor shall be responsible for providing, at Contractor's sole expense, any and all benefits, such as worker's compensation, disability insurance, vacation or sick pay; for obtaining and maintaining all licenses and permits usual or necessary for performing the services; and for paying any and all taxes incurred as a result of Contractor's compensation, including estimated taxes, employment taxes (e.g., FICA, SDI) and withholding.

(c) Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the Town.

7. Ownership of Records. All reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of the Town. Contractor shall not disclose those reports, information or data to any other individual or organization without the prior written approval of the Town.

8. Public Records Act.

(a) If Contractor claims or intends to claim that any document provided by Contractor to the Town contains confidential trade secret information, Contractor shall stamp "Confidential" on each such document that it delivers to the Town.

(b) Contractor understands that the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, but that the Town of Colma may not be in a position to establish that any or all reports or information provided by Contractor is a trade secret. If a third party makes a request to inspect or copy any information claimed by Contractor to be a Trade Secret, Town shall have no duty to oppose the request other than to provide Contractor with reasonable notice to allow Contractor to seek protection from disclosure by a court of competent jurisdiction.

9. Contractor's Warranties. Contractor represents and warrants as follows:

(a) Contractor possesses all professional and business licenses, certifications and permits necessary for performing the services described in this Contract.

(b) Contractor 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.

(c) Contractor covenants that neither it nor any officer of the corporation has any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Contract.

10. Non-discrimination. Contractor will hire, promote and terminate its employees without consideration of race, creed, color, national origin, 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.

11. Prevailing Wages. Contractor, and each of its subcontractors, shall pay all workers employed on this project not less than the wages specified in the General Prevailing Wage Determination made by the Director of Industrial Relations in effect on the date of this contract.

12. Indemnification by Contractor. Contractor shall defend, hold harmless and indemnify the Town and its city council members, officers, agents and employees from any and all liabilities arising out of or in any way connected with the performance of the services described in this Agreement to be performed by the Contractor.

(a) 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.

(b) The duty to indemnify applies to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of the Contractor or any of its contractors, subcontractors, officers, agents or employees.

(c) Contractor shall not be liable for any act or omission arising solely from the misconduct or negligence of the Town.

(d) The promises and agreements in this section are not conditioned or dependent on whether or not any Town has prepared, supplied, or reviewed any plan(s) or specification(s) in connection with this work or project, or whether or not the Town is insured or otherwise indemnified against any of these matters.

13. Insurance

(a) *Required Insurance.* Contractor shall maintain, at all times during the term of this Contract and at Contractor's sole cost and expense:

(i) *Comprehensive general liability insurance* (using Insurance Services Office form CG 0001 or equivalent), and *automobile liability insurance* (using Insurance Services Office form number CA 0001, Code 1 or 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. Each such liability insurance policy shall:

- (1) In an endorsement thereto, name Town, its council members, its appointed officials, its officers and its employees as an additional insureds;
- (2) Be primary and noncontributing with any insurance which may be carried by Town;
- (3) 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;
- (4) 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).
- (5) 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 Contractor for Town; and
- (6) Expressly provide that the policy shall not be cancelled or altered without thirty (30) days prior written notice to Town.

(ii) *Worker's Compensation insurance and Employer's Liability insurance* as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against Town, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for Town. Any notice of cancellation or non-renewal for all WC policies must be received by the Town at least thirty (30) days prior to such change.

(b) *Insurer's Qualifications.* All insurance required under this section and all renewals of this contract shall be issued by good and responsible companies admitted to do and doing business in the State of California and which are rated "A- : VII" or better by Best's Insurance Guide.

(c) *Remedy.* If Contractor fails to insure or fails to furnish to Town upon notice to do any such policy or certified copy and certificate thereof as required, 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 Contractor or Town or both of them and all premiums paid by Town shall be payable by Contractor as an Additional Service Fee on demand.

(d) *Right to Increase Coverage.* Town reserves the right from time to time in its reasonable discretion to require Contractor to obtain additional liability insurance coverage and to increase existing limits of insurance coverage to levels then generally maintained by prudent

business organizations operating a similar business in light of inflation, awards for personal injury or wrongful death and other risks.

14. Notices

(a) *Manner of Giving Notice:* All notices to be given under this Agreement shall be in writing and either:

(i) Delivered personally; or

(ii) Sent by first class mail through the U.S. Postal Service, postage prepaid, in which case notice shall be deemed delivered five (5) business days after deposit

(iii) Sent by certified mail through the U.S. Postal Service, postage prepaid, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit; or

(iv) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(v) Sent by telecopy or similar means, if a copy of the notice is also sent by a nationally recognized overnight courier or by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated which records the accurate transmission of the notice.

(b) *Addresses.* The addresses to whom notices shall be sent are:

Public Works Director Town of Colma 1188 El Camino Real Colma, CA 94014	Golden Bay Construction, Inc. 3826 Depot Road Hayward, CA 94545 Attn: Johnny Zanette
--	---

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

With a copy to: Roger C. Peters City Attorney 1198 El Camino Real Colma, CA 94014 Fax 925-997-8308	With a copy to: Sean Rabe City Manager 1198 El Camino Real Colma, CA. 94014 Fax 650-997-8308
---	---

15. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

16. Entire Contract. This document constitutes the entire contract between the parties, and supersedes all prior statements, negotiations and promises, any modification of this contract shall not become binding unless and until it is signed by the parties to this contract.

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

Dated: _____

Golden Bay Construction, Inc

By _____
Signature

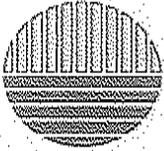
Printed Name

Dated: _____

Town of Colma

By _____
Signature

Printed Name



**golden bay
construction, inc.**
general engineering contractors

3826 Depot Road, Hayward, CA 94545
(510) 783-2960 / (510) 783-2971 Fax
License #451401, CA DGS SBE#1103721

Revised Proposal #5545r2

To: Town of Colma
Attn: Michael Cully
650-333-0851
mike.cully@colma.ca.gov

Project: ADA Upgrades Project - Colma / Mission

Date: 3/28/2014
Addendum Noted: None

Bid Item	Description	Quantity	Unit Price	Extension
1	Construct items 1-21, 23-26, 28 & 30-32 (Colma Blvd) per Colma bid solicitation dated 2/4/14.	1 LS	\$ 64,969.00	\$ 64,969.00
2	Construct items 33-37 (Mission Rd) per Colma bid solicitation dated 2/4/14.	1 LS	\$ 19,709.00	\$ 19,709.00
Opt 1	Supply performance / payment bonds	1 LS	\$ 668.00	\$ 668.00
Opt 2	Install striping in two move-ins (1 Colma / 1 Mission).	1 LS	\$ 2,070.00	\$ 2,070.00
Total Bid:				\$ 87,416.00

Notes: 1) Bid Includes two move-ins for concrete work, one move-in for striping.

Exclusions: None.

Any questions regarding this proposal please call Johnny Zanette @ (650) 222-0838.

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brian Dossey, Director of Recreation Services

VIA: Sean Rabé, City Manager

MEETING DATE: April 9, 2014

SUBJECT: Anniversary Celebration

RECOMMENDATION

Staff recommends that the City Council adopt the following motion:

MOTION ACCEPTING THE REPORT ON THE 90TH CELEBRATION ACTIVITIES, AND SELECTING A LOGO AND GIFTS FOR PRINT MATERIALS AND GIVEAWAYS.

EXECUTIVE SUMMARY

This supplemental report includes answers to questions raised by the Council at the March meeting. Specifically,

- The Historical Association and film producer both recommend that the September 5, schedule for the film premiere not be changed.
- Attachment A shows two revised versions of the logo tentatively selected by the City Council.
- Attachment B depicts a 90th Anniversary logo coin.
- Attachment C shows a 90th Anniversary reusable bag.
- Attachment D are the Preliminary Plans of Events for Anniversary Celebration as presented on March 12, 2014.

Answers to other questions are in the Analysis part of this Report.

ANALYSIS

Premiere of Colma Historical Film

A question was raised in terms of having the film premiere on or around the August 5 anniversary and City Council directed staff to report back.

Staff reached out to the Historical Association and the film producer, Bryan Kingston, and both have stated that the film could not be completed by the August 5 anniversary due to delays in research and interviews. Both have also stated that they want to make sure the project is done right, and are not comfortable with rushing the project to try and make the August date. Therefore, staff is recommending the film premiere on September 5, 2014 at the Colma Community Center.

A question was raised in terms of adding additional food and beverage items like champagne, ceremonial cake and candy wrapped with anniversary logo, Junior Mints and Dots.

Staff will order the above mentioned items and make them available for the attendees of the premiere.

A question was raised regarding the length of the film.

Staff confirmed with Bryan Kingston from Kingston Media that the film will be between 30-45 minutes in length.

Staff estimates the cost to prepare for and host the premiere of the Historical Film to be approximately \$4,000 for invitations/flyers, mailing, supplies, audio visual equipment rental and part time staff. This is an increase of \$1,500 from the original estimate; however, the cost includes additional food and beverage items and accurate audio visual rental costs. Staff plans to include the Colma Historical film premiere in the FY2014-15 budget for City Council consideration.

Town Picnic

While there was a lot discussion around the theme of the Town Picnic there were the following additional suggestions.

A question was raised regarding the type of food.

It was suggested that we serve hamburgers, hot dogs, potato salad, apple and cherry pie, etc. Staff will program a menu around the suggested items mentioned above.

A question was raised regarding renting and displaying vintage cars

Staff will reach out to the car dealerships as well as local car collectors to see if they have any vintage cars that can be made available for display. Staff will also reach out to the Fire District to see if they can bring their classis fire engine.

A question was raised regarding the type of band.

Staff will be reaching out to a local banjo band that plays the type of music that is consistent with the roaring 20's.

A question was raised regarding scheduling additional entertainment like Colma children who participate in recreation department dance/music programs to see if they are available to perform.

Staff will be reaching out to the instructor who teaches these programs to see if the children would be available to perform.

Staff estimates the 2014 Town Picnic can be coordinated and implemented for \$20,000 with the above listed activities, which will be included in the FY2014-15 budget for City Council consideration. However, additional activities, props or decorations above the suggested list may require additional funding.

Logo

Staff presented City Council with three logos to choose from. Council selected option 3 with recommended changes. Please see two versions (attachment A) of option 3 with the recommended changes.

Gift or Giveaway

City Council directed staff to bring additional samples and pricing for the two items listed below:

- anniversary logo coin – the pricing and order counts for 1.5 inch coins are:
 - 100 coins @ \$7.80/coin + \$260 mold fee and shipping = \$940.00
 - 300 coins @ \$6.80/coin + \$65 shipping, mold fee waived = \$2,105.00
 - 500 coins @ \$6.00/coin + \$80 shipping, mold fee waived = \$3,080.00
 - 1000 coins @ \$5.65 /coin + \$170 shipping mold fee waived = \$5,820.00

See attachment B for a sample of the logo coin.

- anniversary logo reusable bag – the pricing for reusable bags are:
 - 14 x 16 reusable tote bag, 400 bags @ \$2.83/bag = \$1,132.00 plus shipping
 - 10 x 15 reusable cooler bag, 400 bags @ \$3.11/bag= \$1,244.00 plus shipping

See attachment C for samples of reusable bags.

Staff recommends giving the coin away to attendees of the film premiere and giving the reusable bag away to attendees of the Town Picnic.

Staff will include a giveaway/gift for the Towns anniversary celebration in the FY2014-15 budget for City Council consideration.

Anniversary Essay Contest

Staff recommends City Council add a anniversary essay contest to the planned activities. It was suggested that in order to capture the interest of children in families for the anniversary that staff coordinate an essay contest for children ages 6 – 17 years of age. The details of the program are listed below:

- Theme: What makes living in Colma special or what do you find interesting about Colma's history?
- Advertise to children and families through after school and day camp programs as well as LiveWire and Town's website. Staff will schedule tours of the museum during the summer months so children can learn about Colma's history.
- Create age divisions
 - – graders – one page essay
 - – graders – two page essay
 - – graders – three page essay
- Recruit independent judges and conduct blind evaluations.
- Essay winners and all participating children will be recognized at the Town Picnic.
- Each child will receive a certificate of participation and the essay winners will receive a gift card of some sort to Target, etc.

Council Adopted Values

By selecting a logo and giveaways, and accepting this report on the events planned for the Town's anniversary celebration, City Council is being *responsible*, for it is providing staff with enough time to prepare for the Town's anniversary events.

Sustainability Impact

The Recreation Services Department will use recycled products (i.e. plates and cups) at the Historical Film Premiere and Town Picnic. Staff will also work with Allied Waste, scheduling composting and maximizing recycling during the Town Picnic.

Alternatives

The following options are available to City Council:

1. Adopt a motion selecting a logo for the Town's anniversary celebration and accept this report on the scheduled activities for the Town's anniversary celebration.
2. Not adopt the proposed motion and direct the City Manager not to create a anniversary logo.
3. Not adopt the proposed motion and direct the City Manager to design other logos for consideration.

CONCLUSION

Staff recommends that the City Council adopt a motion selecting a logo and giveaways for the Town's anniversary celebration and accept this report on the scheduled activities for the Town's anniversary celebration.

ATTACHMENTS

- A. Proposed anniversary logos
- B. Sample coin giveaway
- C. Sample reusable bag giveaway
- D. Preliminary Plans of Events for Anniversary Celebration

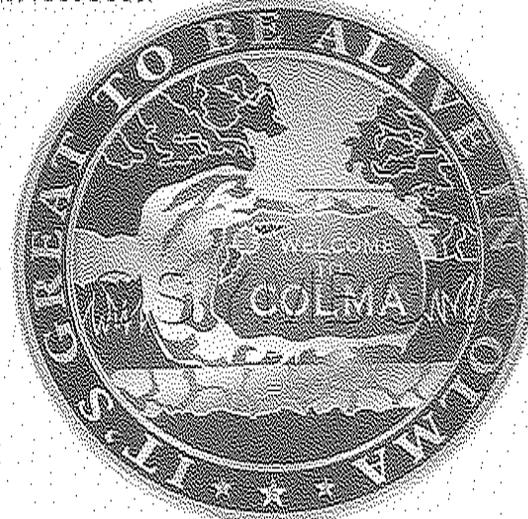
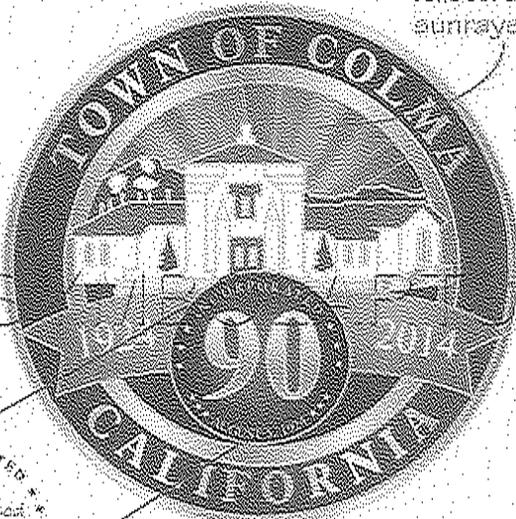
This page left intentionally blank.





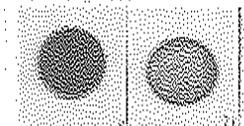
*Enlarged For Detail

Translucent
#21 Layered over
raised and recessed
sunrays



*Raised &
Recessed
Antique Nickel

INCORPORATED
To be printed
(white base)
AUGUST 5, 1924



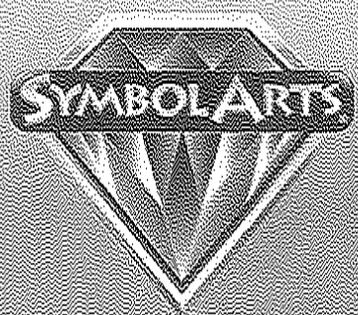
*Translucent 8 & 21 Reference

-  gold
-  pms 349
-  pms 201
-  pms white
-  Translucent #8
-  Translucent #21

-  gold
-  Antique nickel
-  recess/ antique
-  recess/ sandblast
-  pms 350
-  pms 349
-  pms 271
-  Translucent #8



1.5 inch
(actual size)



©2014 SymbolArts LLC All rights reserved. Customer accepts this work subject to, and any redistribution or reproduction is governed by, SymbolArts' Copyright Terms & Conditions accessible at www.symbolarts.com/legal

project name:	project #	design by:	date:	version #
Colma 90th Anniversary Coin 2 California	C-94857	DA	3-31-14	3
product description:	badges:	SymbolArts rep:	reference #	
Coin	X	Jesse	91967	

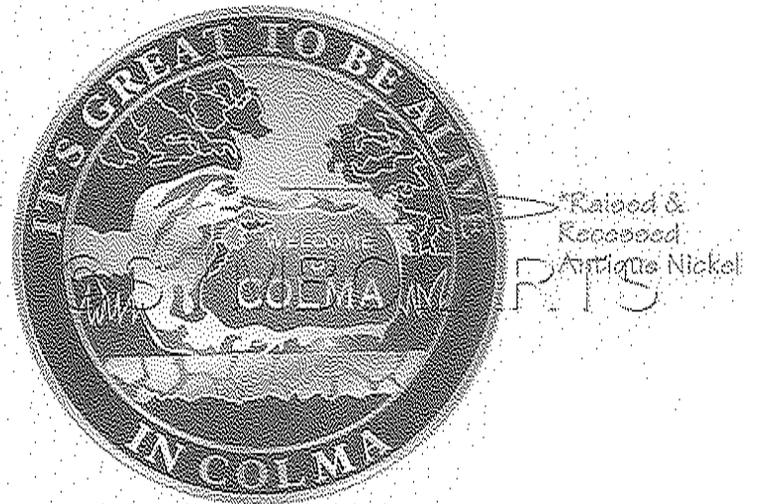
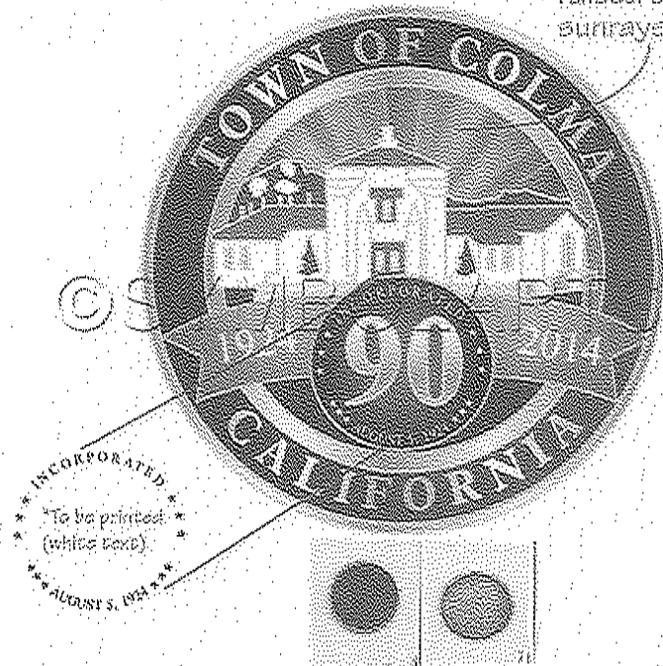
All artwork is the copyrighted property of SymbolArts and may be used by permission only.

Please always check spelling and graphics carefully. Molds will be made on final approval of artwork. Any corrections made after the molds are made will make it necessary to charge an additional new die fee. This copyrighted artwork may be available to you for purchase. Please contact your SymbolArts Representative. Thank You.

COLORS ON THIS PROOF MAY NOT APPEAR TRUE TO THE SPECIFIED PANTONE OR TUNG LI COLORS. FOR A TRUE REPRESENTATION OF SPECIFIED COLORS, PLEASE REFER TO A PANTONE COLOR SPECIFIER OR TUNG LI COLOR CARD.

*Enlarged For Detail

Translucent #21 Layered over raised and recessed sunrays



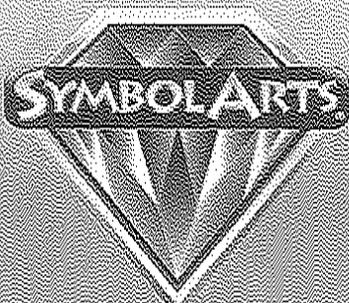
*Translucent 8 & 21 Reference

-  gold
-  pms 349
-  pms 201
-  pms white
-  Translucent #8
-  Translucent #21

-  gold
-  Antique nickel
-  recess/ antique
-  recess/ sandblast
-  pms 350
-  pms 349
-  pms 271
-  Translucent #8



1.5 inch
(actual size)



©2014 SymbolArts LLC All rights reserved. Customer accepts this work subject to, and any redistribution or reproduction is governed by, SymbolArts Copyright Terms & Conditions accessible at www.symbolarts.com/legal

project name:	project #	design by:	date:	version #
Colma 90th Anniversary Coin 3 California	C-94858	DA	3-31-14	3
product description:	budget:	SymbolArts rep:	reference #	
Coin	X	Jesse	91967 94857	All artwork design will have color & resolution. ©2014 SymbolArts, Inc. 8033 South 1980 East Ogden, UT 84405 801-473-8000 fax 801-473-8500 All artwork is the copyrighted property of SymbolArts and may be used by permission only.

Please always check spelling and graphics carefully. Molds will be made on final approval of artwork. Any corrections made after the molds are made will make it necessary to change at additional new die fee. This copyrighted artwork may be available to you for purchase. Please contact your SymbolArts Representative. Thank You

COLORS ON THIS PROOF MAY NOT APPEAR TRUE TO THE SPECIFIED PANTONE OR TUNG TIL COLORS. FOR A TRUE REPRESENTATION OF SPECIFIED COLORS, PLEASE REFER TO A PANTONE COLOR SPECIFIER OR TUNG TIL COLOR CARD.

ATTACHMENT C
OPTION 1



ATTACHMENT C
OPTION 2



**Preliminary Plans of Events for 90th Anniversary Celebration
as presented on March 12, 2014**

Premiere of Colma Historical Film

- Historical film premiere on September 5, 2014 at the Colma Community Center.
- Town staff will distribute invitations or flyers through LiveWire or direct mail inviting the community and dignitaries to attend the premiere. The Historical Association will also invite the film's supporters as well as the Historical Association membership.
- Staff scheduled two showings of the film, 6:00pm and 8:00pm. Each show will include a pre-show ceremony welcoming dignitaries, and thanking supporters of the film. Staff estimates that the Community Center can accommodate up to 120-130 per viewing.
- Staff will secure appropriate audio visual equipment during the premiere, maximizing the viewing experience.
- Staff will also provide typical movie snacks (i.e. popcorn, candy, ice cream, soda, coffee, etc.).

Estimated cost: \$2,500

Cost items: Invitations/flyers, mailing, supplies, audio visual equipment rental and part time staff.

Town Picnic

This year's Town Picnic is scheduled for Saturday, September 6, 2014 at Sterling Park from 11:00am – 3:00pm. Staff is planning on a "Roaring 20's" theme in recognition of the Town's incorporation date of August 5, 1924. The following activities are planned thus far:

- Roaring 20's Band
- Food, TBD
- Ceremony celebrating Colma's (cake cutting and toast to Colma)
- Displays from the Historical Museum (1920's items)
- Then (1920's) & Now (2014) Colma booklet for all participants
- Carnival games and Circus props from the 1920's
- 1920's Photo Booth Giveaway
- Bingo with prizes
- 1920's Speakeasy costume props (i.e. Boa's, faux pearl and beaded necklaces, derby hats, fake mustaches, etc.)

Estimated cost: \$ 20,000

Note: Additional activities, props or decorations above the suggested list may require additional funding.

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Sean Rabé, City Manager

MEETING DATE: April 9, 2014

SUBJECT: Finance Division Staff Changes

STAFF RECOMMENDATION

Staff recommends that City Council adopt:

A RESOLUTION APPROVING STAFF CHANGES FOR THE FINANCE DIVISION

EXECUTIVE SUMMARY

Staff recommends City Council approve a resolution removing the unfunded Accountant I position from the Finance Division and funding a full-time Accounting Technician position (See Attachment B – Accounting Technician Job Description). The change will provide necessary full-time staffing as the current Accounting Technician is part-time and the Finance Manager is contracted for part-time as well.

FISCAL IMPACT

The addition of one fulltime Accounting Technician will result in a net increase to the Finance Division budget of approximately \$22,000 (based on cancelling the San Bruno payroll contract and the VTD accounting services contract, using average monthly costs for each).

BACKGROUND

After the formal retirement of the former Accountant I incumbent on January 8, 2013, staff provided for a continuation of payroll and accounting administration through the serial use of several contract payroll clerks and mid-level accounting technicians. Although effective for the short-term, a reorganization of the Finance Division is necessary to include full time payroll and mid-level accounting technical assistance.

Staff proposes the Town add a full-time Accounting Technician to augment the current staff level of one .8 FTE Accounting Technician. It is anticipated that recruitment would be initiated upon approval by the City Council with the intention to hire the incoming Accounting Technician effective July 1, 2014 to coincide with the new fiscal budget year.

Direct supervision of the position will be by the City Manager, with functional supervision exercised by the Contract Finance Manager.

ANALYSIS

Proposed Change and Its Effects

The new Finance Division staffing plan would consist of 1.8 FTE Accounting Technicians reporting to the City Manager. The Town will cease to contract with the City of San Bruno for payroll processing and VDT for routine accounting services, but would continue to contract with RGS for finance management services.

This position will be paid under the existing Accounting Technician salary schedule, as detailed below:

Acct Tech Step 1	Single	Married
	PEPRA	Tier 2
32.68/hour @ 40 hrs. @ 52 weeks	67,766	67,766
FICA/Medicare	5,184	5,184
CalPERS - PEPRA / Misc. Tier 2	4,301	5,297
Health Insurances - Single / Family	14,343	34,143
Total	91,594	112,390

The Council will note the two different totals – these detail the potential costs associated with the new hire. The column labeled “Single” shows anticipated costs associated with hiring a new employee under the new Public Employee Pension Reform Act (PEPRA) retirement plan, taking the single rate for insurance. This would be the lowest-cost for the new hire. In contrast, the column labeled “Married” shows the anticipated costs associated with hiring a new employee under the Town’s second PERS tier, taking the married rate for insurance. This would be the highest-cost for the new hire.

The anticipated increase to the Finance Division discussed under the Fiscal Impact section (above) is based on the higher cost (shown under the Married, Tier 2 column in the chart).

This reorganization, based on an evaluation of the functional and operational requirements, will provide for long-term staffing stability, business continuity, increased cross training, additional institutional redundancy and more immediate access by Staff to important timely and accurate information.

Alternatives

- Approve the proposed recommendation as described above; or
- Do not approve the proposed recommendation and direct staff to continue contracting for payroll processing and mid-level accounting services.

SUSTAINABILITY IMPACT

The proposed staffing change will maximize the Town’s value for dollars spent and reduce the number of individuals commuting to Colma to work.

CONCLUSION

Staff recommends City Council approve resolution to add a full-time Accounting Technician.

ATTACHMENTS

- A. Resolution
- B. Accounting Technician Job Description

This page left intentionally blank.

**RESOLUTION NO. 2014-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA
RESOLUTION APPROVING STAFF CHANGES
FOR THE FINANCE DIVISION**

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

1. Background

- (a) Currently, the Finance Division staffing consists of a funded .8 FTE Accounting Technician, one unfunded Accountant I and three distinct contracts for services.
- (b) To provide the Finance Division with long-term staffing stability, business continuity, increased cross training, additional institutional redundancy and more immediate access by staff to important timely and accurate information, staff has recommended eliminating the unfunded Accountant I, cancelling two of the three contracts for services, and adding a full-time Accounting Technician position.
- (c) The new staffing plan would consist of 1.8 FTE Accounting Technicians and a part-time contract Finance Manager.
- (d) The recommended change will increase Town cost but provide necessary business operations.
- (e) The Town's staffing plan is approved each year as part of its annual budget, and the 2014-2015 budget will reflect the recommended changes.

2. Order

- (a) The staffing plan approved in the Town's 2014-2015 FY budget is amended to read as follows: "The Finance Division will consist of 1.8 FTE Accounting Technician."
- (a) The City Council intends to continue its practice of adopting an annual FY budget containing an approval for staffing of the Finance Division. Upon adoption of such a budget resolution, this resolution shall be deemed repealed.

///
///
///
///
///
///
///

Certification of Adoption

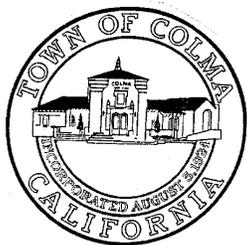
I certify that the foregoing Resolution No. 2014-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on April 9, 2014, by the following vote:

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>					

Dated _____

Helen Fiscaro, Mayor

Attest: _____
Sean Rabé, City Clerk



ACCOUNTING TECHNICIAN

FLSA Status: Non-exempt

Adopted: April 2005

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

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

GENERAL DEFINITION

The Accounting Technician is an experienced journey-level accounting classification. The incumbents apply specialized knowledge in the performance of advanced level paraprofessional technical accounting work. Under direction, performs tasks related to account payable/receivable and other fiscal maintenance operations such as payroll, general ledger, fixed assets, financial reporting, annual audit, purchasing, business registrations, fringe benefit calculations during the Town's budget preparation, and related work as required. Incumbents are normally expected to solve most work problems independently and to refer to supervisory personnel only those matters which involve policy decisions, technical questions and unusual problems, but do not have independent purchasing authority.

DISTINGUISHING CHARACTERISTICS

The Accounting Technician receives supervision from the ~~Accountant~~ City Manager.

TYPICAL DUTIES AND RESPONSIBILITIES

Duties may include, but are not limited to:

- Performs responsible accounting clerical work involving the processing, maintenance and reconciliation of financial and statistical records in an accounting system
- Posts, computes, compares and files a variety of routine and complex financial, accounting, payroll and statistical information utilizing manual and automated financial records processing systems
- Makes recommendations for the adjustment of journals or transfer of entries to make revenue or expenditure corrections; enters data into automated financial system
- Prepares spreadsheets used by Departments to develop their budgets, enters budget information into the financial system and, based on numbers provided, generates summary schedules
- Reviews and processes timesheets and payroll on a biweekly basis, researching and correcting discrepancies as required; processes personnel transactions making appropriate adjustments/changes in the payroll system; prepares reports and payments for employee benefits; prepares quarterly Federal and State tax reports
- Searches records and provides factual data from information on file

- Researches and solves a variety of problems related to assigned activity
- Provides information and assistance to Town staff and to the public regarding applicable departmental policies, rules and procedures
- Interprets financial policy, providing recommendation, and works with operational staff in solving financial problems of varied complexity
- Processes accounts payable, accounts receivable and revenue
- Reviews invoices for accuracy and appropriate authorization
- Verifies account balances
- Receives payment and prepares business license certificates
- Posts receipts, encumbrances and expenditures to various accounts
- Reconciles accounts and prepares general ledger entries
- ~~Serves as back-up for payroll-related activities periodically~~
- Performs general office support and reception duties
- Exhibits and encourages behavior that is consistent with the Town's risk management program and decreases risk of accident or injury to self, employees, residents, visitors and their property
- Performs other duties as assigned

QUALIFICATIONS

Knowledge of:

- Modern Office Technology
- Principles and practices of customer service
- Principles and practices of financial administration, fund accounting and basic budgeting, including generally accepted accounting principles
- Administration of payroll and tax-related issues
- Application of data processing in accounting including data input and reporting
- Methods and techniques of administrative analysis
- Pertinent Federal, State, Town and department guidelines and procedures
- Standard office practices and procedures, including filing and the operation of standard office equipment, including a computer
- Computer applications involving word processing, spreadsheets, data entry, database access and/or standard report generation
- Business letter writing and the standard format for typed materials
- Methods and techniques for basic report preparation and writing
- Recordkeeping principles and practices

Ability to:

- Represent Town in a positive manner
- Establish, maintain and foster cooperative working relations with others from diverse backgrounds, including elected officials, co-workers and the public effectively and with courtesy, in person, via e-mail and over the phone
- Follow written and oral instructions and procedures
- Communicate effectively, both orally and in writing, by using proper English grammar, spelling and punctuation
- Analyze, interpret, and explain financial policies and procedures
- Prepare accurate and timely financial statements and reports
- Conceive, propose, implement and maintain sound fiscal procedures and records

- Compile, correlate and analyze a large volume of written and numerical data
- Conceive and effectively propose solutions to problems
- Acquire knowledge of, interpret and apply policies, procedures, codes, regulations and laws related to assignment, department, other functions of the city and other governmental agencies in a timely manner
- Effectively train and/or educate other employees
- Perform duties on a regular and consistent basis; meet critical deadlines
- Acquire knowledge of applicable policies, codes and other functions of the city and other governmental agencies
- Utilize word processing and spreadsheet programs and personal computer
- Process, input, compute and reconcile financial data
- Provide general clerical support
- Coordinate office functions
- Make adjustments to standard operating procedures as is appropriate
- Prepare and maintain accurate documents, records and reports
- Maintain accurate office files
- Respond to and interact with elected officials, co-workers and the public effectively and with courtesy, in person, via e-mail and over the phone

Education and Experience

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

- Education: Equivalent to a two-year degree in accounting, business, finance or closely related field.
- Experience: Three to five years of progressively responsible accounting experience, preferably including at least two years of local government or non-profit agency experience. Experience with EDEN Payroll System preferred.

SPECIAL REQUIREMENTS

These functions may be performed with or without reasonable accommodation:

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

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Director of Public Works

VIA: Sean Rabé, City Manager

MEETING DATE: April 9, 2013

SUBJECT: Replacement of Streetlights

RECOMMENDATION

Staff recommends that City Council adopt the following resolution:

RESOLUTION AUTHORIZING CONTRACTS WITH PACIFIC GAS & ELECTRIC COMPANY (PG&E) TO REPLACE EXISTING STREET LIGHTS IN TOWN WITH LED STREET LIGHTS AND TO FINANCE THE PROJECT WITH AN INTEREST-FREE LOAN THROUGH PG&E'S ENERGY EFFICIENCY RETROFIT PROGRAM, ALSO KNOWN AS ON-BILL FINANCING

EXECUTIVE SUMMARY

The proposed resolution would authorize two contracts with Pacific Gas and Electric Company (PG&E). One is a contract to replace the existing streetlights in Town with energy, efficient LED lights. The other is a loan agreement where PG&E would advance funds for the streetlight replacement program, and the loan would be repaid through a charge placed on the Town's electricity bill. It is estimated that the savings in energy costs from using LED lights will pay the loan off in about 5-1/2 years; thereafter, the Town would realize a net savings each year from using the low-energy LED lights.

FISCAL IMPACT

The cost to convert the lights is estimated to be \$44,854. With eligible rebates of \$8,150, the net estimated price is \$36,704. The loan is interest-free.

BACKGROUND AND ANALYSIS

The Town of Colma has an opportunity to collaborate with Pacific Gas and Electric (PG&E) to replace the Town's high pressure sodium overhead street lights to lower energy-use

fixtures and install or convert to more energy efficient mechanical and control devices to their facilities to realize a higher annual cost savings through lower electricity use.

The program that is offered the Town to finance these various improvements to PG&E customers is referred to as On-Bill Financing (OBF). OBF allows government agencies to make energy efficient upgrades and enhancements to the mechanical and equipment with in their facilities along with improvements to signals and streetlights within the Right of Way. Once the Town is qualified, the OBF program allows for the improvements to be paid interest free through the saving on their monthly utility bills. The Town would reimburse PG&E for its work from the loan proceeds, and the annual cost savings would then be used to repay the loan. Savings on the utility bills would then be realized in future years after the loan is repaid.

At the same time, California Government Code Sections 4217.12 and 4217.13 allow the Town to forgo standard procurement processes for "energy services contracts" and "energy financing contracts" if it finds it best serves the Town interest.

The Government Code requires that notice of a public hearing on this matter be given at least two weeks in advance. This has been done.

Staff recommends taking advantage of the OBF program and the expedited procurement procedures to replace the Town's existing street lights with energy efficient LED lights.

ANALYSIS

Street Lights and Traffic Signals- Light Emitting Diode (LED) Technology

LED technology has been available for many years, and in the early 2000's the Town converted the Town's traffic control signal lighting to LED to capitalize on both energy savings and maintenance costs. Within the last two years, the Town converted approximately 16 dual cobra head street lights (32 lights in total) on Junipero Serra Boulevard using the American Recovery and Reinvestment Act (ARRA) federal funds for the same reasons as stated above.

LED lighting provides a number of benefits to the community. The lighting consumes less energy than traditional lighting, supporting operational efficiency and helps meet the Town's climate action goals. LED lighting can be better directed, reducing light pollution and supporting Dark Sky objectives. LED lighting contains no mercury, lasts 3 to 5 times longer and requires less maintenance than the existing High Pressure Sodium (HPS), this has also proven to provide a cost benefit to the long term maintenance that takes place with the typical HPS luminaire. LED lighting increases clarity and color distinction for the viewer, which may improve visibility and safety on both roadways and sidewalks.

The Town's current lighting system includes a variety of fixtures, which have been the standard for many years. Converting these lights to LED technology will provide the Town first-year energy cost savings of \$5,674, annual energy savings of 42,197-kilowatt hours, and reduce annual CO2 output by 22,111 pounds.

The cost to convert the lights is estimated to be \$44,854. With eligible rebates of \$8,150, the net estimated price is \$36,704. The work would be accomplished by obtaining a zero-interest loan through the PG&E's OBF Program and PG&E would then complete the change out through a licensed installation contractor.

Participation in the program would involve the Town executing an agreement with PG&E to convert Town owned streetlights. PG&E handles all project construction tasks, obtaining low bid contractors, obtaining and disposing of fixtures, construction oversight, and warranty of the work. Once the installation is complete, PG&E will prepare the paperwork to:

- Convert all the fixtures to a new billing rate;
- Process PG&E rebates, (currently the rebate is estimate to be \$8,150);
- PG&E will also assist the Town in providing any documentation as required by the funding source. PG&E will carry the entire expense of the project until the Town receives its loan from the funding source.

Facility Enhancements to Mechanical Systems and Equipment

The Town can also use the OBF loan to finance energy efficient improvements in various Town facilities.

The Town's Sustainability Manager in combination with San Mateo County Energy Watch, SMC, (a local government Partnership between the City/County Association of Governments of San Mateo and Pacific Gas and Electric Company) performed a facility energy audit to make further assessments regarding energy efficiencies (Exhibit A). The facilities that were audited were Colma Community Center, Colma Museum, the Corporation Yard, Sterling Park Recreation Center, Creekside Villas and the Colma Police Department. Colma Town Hall and Town Hall Annex facilities were not assessed at this time because those facilities will be renovated or removed.

It was determined that the audited facilities are for the most part operating in a reasonably efficient manner. However, with some minor investment, the Town could receive annual cost savings along with a reduction CO₂ into the atmosphere. If the improvements are installed it is estimated that a reduction of CO₂ would be in the range of 36,300 lbs. per year.

The cost to make the improvements to the various mechanical systems at the facilities is estimated to be \$22,729. With eligible rebates of \$2,904, the net estimated cost to the Town is \$19,826. The work would be paid for by obtaining a zero-interest loan through PG&E's OBF Program. The pay back is estimated to be in the range of 5.5 years, after the pay back term has been completed the Town would have an annual saving of approximately \$3,619. Unlike the turnkey program that is being considered for the street light conversion, the Town would be responsible for obtaining their own contractor to install the various pieces of equipment.

Procurement Process for Energy Service Contract

The proposed agreement with PG&E is atypical of the Town's usual contracting procedures. In a typical project-bidding scenario, the Town would identify a project and

solicit proposals for the design of that project, then award a construction contract to the lowest responsible bidder. This proposal falls within an exceptions to the usual procedures. Using California Government Code sections 4217.12 and 4217.13, the Town will forgo standard bidding procedure and instead enter into an "energy services contract" and an "energy financing contract" with PG&E. The proposed resolution finds that using this procurement processes best serves the Town interests.

Efforts to Date

PG&E has met with Town representatives and conducted an inventory of the street light system and the various facilities and their equipment and mechanical systems. Working together, the inventory was refined and finalized. This has allowed PG&E along with The San Mateo County Energy Watch to provide a highly accurate assessment of the Town's potential energy savings.

Sustainability

Implementing the energy saving projects recommended through this process will enable the Town of Colma to reduce greenhouse gas emissions, a component that is critical in meeting our 2020 goals within the Town's Climate Action Plan.

Council Adopted Values

Being visionary and *responsible* are values that City Council adopted within their Strategic Plan. By authorizing the City Manager to move forward into an agreement to finance energy improvements through PG&E's On-Bill Financing program, the Council is adopting a visionary approach to meeting the Town's 2020 reduction of Green House Gas. At the same time, the Council is being *responsible* by reducing the Town's energy costs.

Alternates

Deny the request to participate in the PG&E On-Bill Financing Program and complete the work using Town Resources.

CONCLUSION

Staff recommends that City Council approve the accompanying resolution that would authorize:

- Participation in PG&E's on bill financing program;
- The conversion of Town owned high pressure sodium street lights to energy efficient led fixtures; and
- The conversion of mechanical equipment and upgrading of control devices to optimize energy efficiencies.

ATTACHMENTS

- A. Exhibit "A" Energy Recommendations for Town Hall Facilities
- B. PG&E Work Order for Street Light Program
- C. Resolution

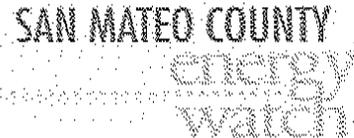
This page left intentionally blank.

Comprehensive Energy Recommendations for Town of Colma

11/22/2013

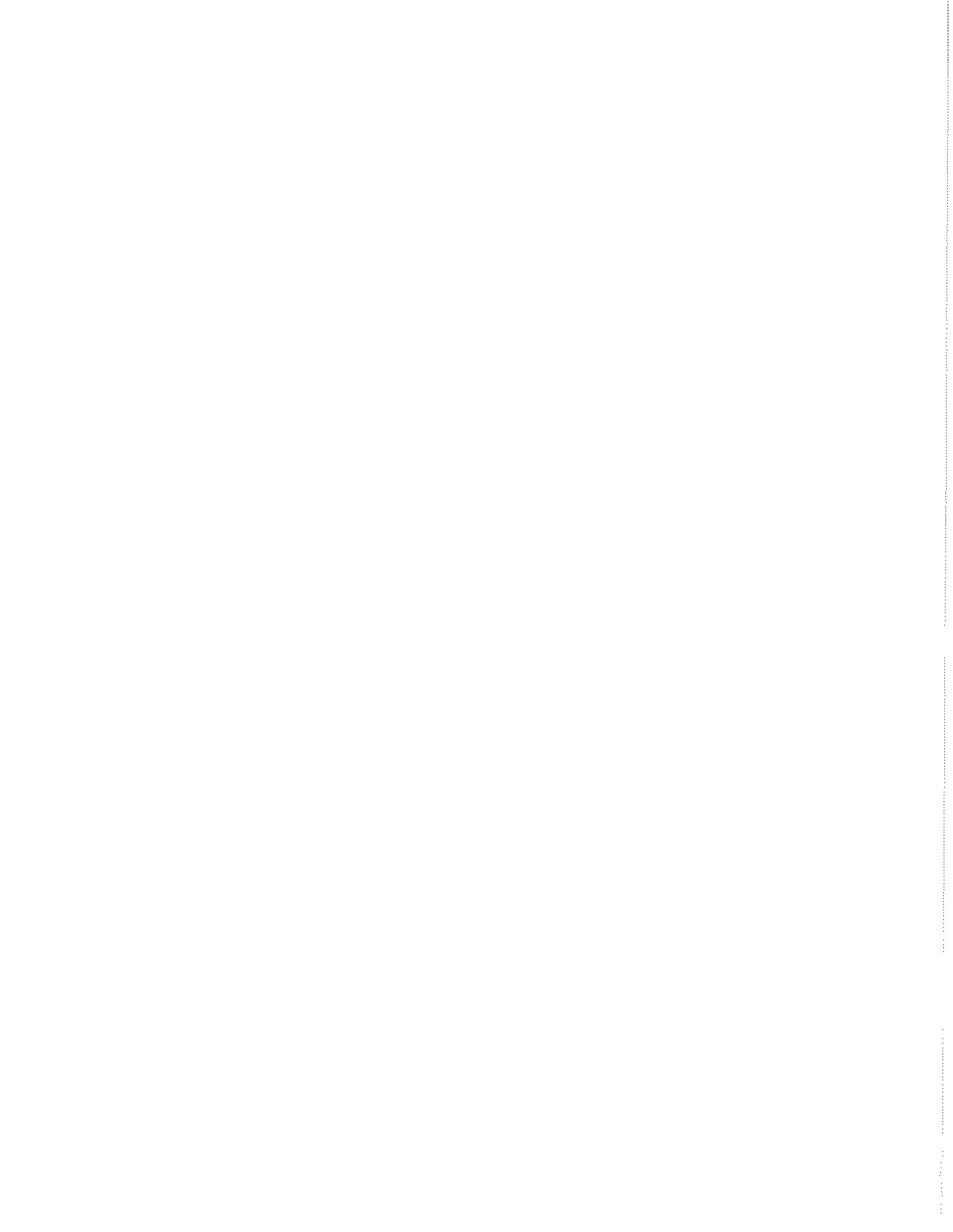
Simple Payback: 5.5 years

Recommended Measures: OBF Eligible



Measure Description	Peak Period Demand (kW)	Annual Electric Savings (kWh)	Annual Gas Savings (therms)	Annual Cost Savings	Incentive Measure Cost	Rental PG&E Incentive	Post-Incentive Measure Cost	Annual Energy Reduction (lbs)
Colma Community Center								
Demand Circ Pumps for DHW	0.0	630	676	\$775	\$1,932	\$771	\$1,161	8,400
Install occupancy sensor for restroom exhaust fan	0.0	224	0	\$38	\$362	\$18	\$344	400
Implement Demand Control Ventilation in Large Meeting Room	0.0	1,343	0	\$228	\$3,059	\$107	\$2,952	2,100
Install Rooftop Optimization Controls	2.8	5,520	0	\$938	\$4,347	\$718	\$3,629	8,700
Colma Community Center subtotal	2.8	7,717	676	\$1,980	\$9,700	\$1,613	\$8,087	19,600
Museum								
Install Rooftop Optimization Controls	1.3	3,729	0	\$634	\$4,347	\$430	\$3,917	5,900
Install occupancy sensor on bathroom exhaust fan	0.0	33	0	\$6	\$362	\$3	\$360	100
Museum subtotal	1.3	3,762	0	\$639	\$4,709	\$433	\$4,276	6,000
Corp Yard								
Install Gaspack Optimization Controls	0.0	0	23	\$23	\$869	\$23	\$847	300
Corp Yard subtotal	0.0	0	23	\$23	\$869	\$23	\$847	300
Sterling Park Recreation Center								
Install Gaspack Optimization Controls	0.0	0	24	\$24	\$869	\$24	\$845	300
Sterling Park Recreation Center subtotal	0.0	0	24	\$24	\$869	\$24	\$845	300
Creekside Villa								
Replace Fountain Pump with High Efficiency VFD Pump	0.0	1,050	0	\$178	\$4,649	\$84	\$4,565	1,700
Creekside Villa subtotal	0.0	1,050	0	\$178	\$4,649	\$84	\$4,565	1,700
Police Department								
Demand Circ Pumps for DHW	0.0	630	676	\$775	\$1,932	\$726	\$1,206	8,400
Police Department subtotal	0.0	630	676	\$775	\$1,932	\$726	\$1,206	8,400
TOTAL	4.1	13,159	1,399	\$3,619	\$22,729	\$2,904	\$19,826	36,300

The "simple payback" is the number of years it will take for the annual cost savings to pay for the cost of implementing the measure. Payback calculations do not account for inflation or additional savings that may result from improved equipment life and reduced operation and maintenance costs. Measure Cost estimates for non-deemed measures were found using RS Means Mechanical Cost Data 2011, and includes a 16% RS Means geographic markup, a 15% General Contractor markup, and 10% for sales tax. These costing numbers do not imply or guarantee actual project costs; the customer will work with their own contractors to determine these costs.





Agreement No: SST-XXXXX
City of _____

WORK ORDER STREETLIGHT REPLACEMENT

This WORK ORDER (“Work Order”), effective as of May __, 2013 (“Work Order Effective Date”) is made and entered into by and between City of _____ (“Customer”) and Pacific Gas and Electric Company (“PG&E”). This Work Order is subject to the terms and conditions of the PG&E Services Agreement between Customer and PG&E entered into on or about February 16, 2012 (“Services Agreement”).

In accordance with the provision of the Services Agreement, the Customer wishes to engage PG&E and its Subcontractor to provide PG&E’s street light replacement services, subject to the terms of the Services Agreement and hereby notifies PG&E to commence work on the following Project:

PROJECT NAME: Town of Colma – Streetlight Replacement

CONTRACT No. SST-LED-002

AMOUNT OF WORK ORDER: \$ _____

ESTIMATED START DATE: ____ calendar days after the Work Order Effective Date

1. SCOPE OF WORK

1.1 The streetlight replacement services (“Services”) to be performed by PG&E and its Subcontractors are described in the Scope of Work (Exhibit A), which is attached hereto and incorporated by reference herein.

1.2 PG&E EXPRESSLY RESERVES ALL ITS RIGHTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: THE RIGHT TO UTILIZE OTHERS TO PERFORM THE SERVICES OF THE TYPE CONTEMPLATED BY THIS WORK ORDER; THE RIGHT TO REQUEST WORK ORDERS FROM OTHERS FOR THE SERVICES OF THE TYPE CONTEMPLATED BY THIS WORK ORDER AND THE UNRESTRICTED RIGHT BY PG&E TO BID OR PERFORM ANY SUCH SERVICES OR WORK.

2. ORDER OF PRECEDENCE

In the event of a conflict between the provisions of the Work Order, the Scope of Work, and the Services Agreement, the following order of precedence shall apply (in descending order): (a) this Work Order, (b) the Scope of Work, and (c) the Services Agreement.

3. DELIVERABLES

For purposes of this Work Order, the deliverables will consist of the following items (collectively, the “Deliverable”):

- Summary report listing street lights fixtures that were replaced, energy savings and project cost
- Revised GIS-based inventory of the affected streetlights
- Copies of third party warranties for the new streetlights and photo controls
- Certified payrolls for subcontractors performing the streetlight fixture replacements



4. PERFORMANCE OF SERVICES

PG&E shall have no obligations to perform any Services under this Work Order unless and until both Parties have signed this Work Order. The issuance of this Work Order does not commit PG&E to perform any future work for Customer.

5. AUTHORIZATION

Upon receipt of the Work Order, Customer shall review the Work Order and verify that the terms of the Work Order are acceptable to Customer. Customer's execution of this Work Order shall indicate its acceptance of the terms and conditions set forth herein.

6. ACCEPTANCE

6.1 Upon completion of the Services, Customer will inspect all of the streetlights that have been replaced and confirm that each streetlight has been installed per the Specifications in the Scope of Work (Exhibit A). Upon PG&E's notice that the Project has been completed, Customer will have fifteen (15) business days from the date of PG&E's notice that the streetlights have been installed per the Specifications.

6.2 If a streetlight has not been installed per the Specifications, Customer shall promptly notify PG&E in writing and set forth in reasonable detail the reason(s) why the streetlight has not been properly installed. PG&E shall correct those issues identified by Customer within a period of time mutually agreed upon by the Parties. Upon PG&E's correction of the non-conforming items, Customer shall have ten (10) calendar days from the date of PG&E's notice to confirm that the streetlight has been installed per the Specifications. This process will continue until Customer confirms that all of the streetlights that have been replaced under this Project meet the Specifications. If Customer does not provide PG&E with Customer's written notice of its acceptance or rejection of the Project within thirty (30) days from the date of PG&E's completion notice, Customer will be deemed to have accepted the Project.

7. PAYMENT SCHEDULE

7.1 The total cost of the Project is set forth before Section 1. Notwithstanding anything to the contrary in the Services Agreement, Customer hereby agrees to pay PG&E for the Services as follows:

- (a) First Payment: Upon ordering of materials, Customer will be invoiced 50% of the total amount of this Work Order.
- (b) Final Payment: Customer will be invoiced for final 50% payment upon the earlier of: (i) completion of the Project, or (ii) when punch list items (if any) have been completed.

7.2 The PG&E invoice will reference this Work Order and be submitted to Customer's billing address. All payments shall be made within thirty (30) days from the invoice date. Each payment made by Customer must reference this Work Order and invoice number and be mailed to:

PACIFIC GAS AND ELECTRIC COMPANY
Attn: Sales and Service Manager, Business Development
P.O. Box 770000, Mail code: N10D
San Francisco, CA 94177



7.3 The price for the Services set forth above before Section 1 does does not of the LED streetlight rebates (the "Rebates") from the cost to provide the Services. Customer acknowledges and understands that Rebates are subject to funding availability, which is administered by PG&E on a first-come, first-serve basis. If the funding for the Rebates is depleted, Customer acknowledges and agrees that Customer shall nonetheless be liable to PG&E and remain obligated to pay the full amount of the fee for the Services performed hereunder.

7.4 This Section 7 shall survive the expiration or termination of the Work Order.

8. NOTIFICATIONS AND INTERFACE

Both Parties shall contact and/or deliver written notices (email is allowed) to the business contacts below in the normal course of business, and in the event of any problems which may significantly affect the performance of the Services under this Work Order

BUSINESS CONTACTS

CUSTOMER

PACIFIC GAS AND ELECTRIC COMPANY

Name _____
Title _____
Address _____
Telephone _____
Email _____

Name _____
Title _____
Address _____
Telephone _____
Email _____

CUSTOMER BILLING CONTACT:

Name _____
Title _____
Address _____
Telephone _____

9. INDEMNIFICATION

9.1 To the fullest extent permitted by law and subject to Customer's compliance with Section 9.2 below, PG&E shall indemnify, and defend any proceeding or action brought by a third party against the Customer, its officials and employees (collectively, the "Indemnified Parties") to the extent based on a claim for bodily injury or damage to tangible property suffered by such third party which was caused by PG&E's negligence or willful misconduct during the course of PG&E's performance of the Services under this Work Order. Notwithstanding anything to the contrary, PG&E is not liable to defend or indemnify Customer for any claims or damages arising out of or related to the negligence or willful misconduct of Customer, its officials or employees. **THE FOREGOING IS CUSTOMER'S SOLE AND**

EXCLUSIVE REMEDY AND PG&E'S ENTIRE LIABILITY FOR ANY AND ALL THIRD PARTY CLAIMS.

9.2 Notice and Defense Conditions. Customer shall promptly notify PG&E, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 9.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to PG&E within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to PG&E. Upon PG&E's acceptance of tender, Customer will cooperate with PG&E with respect to such defense and settlement. If Customer fails to cooperate in defense or settlement of the a Claim by unreasonably withholding approval of an action requested by PG&E, PG&E may terminate defense of a Claim after thirty (30) day written notice to the City providing an opportunity to cure any alleged failure to cooperate in the defense of a Claim. If a Claim is settled and to the extent permitted by law, neither party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

10. OWNERSHIP OF DELIVERABLES

10.1 Ownership and title to any Deliverable produced by or on behalf of PG&E pursuant to this Work Order will be transferred to the Customer upon Customer's payment for the particular Deliverable and no further agreement will be necessary to transfer ownership to the Customer. PG&E shall furnish the Customer all necessary copies of data used to prepare the Deliverable which are needed by Customer to complete its review and approval process.

10.2 PG&E shall not be liable for any claims, liabilities, or losses arising out of, resulting from or in any way connected with Customer's use by the Customer of the Deliverables, project documentation on other projects, except such use as may be authorized in writing by PG&E.

11. THIRD PARTY LIMITED WARRANTIES

11.1 In accordance with Section 8.3 of the Services Agreement, PG&E will, within thirty (30) days from its receipt of the final payment for the Services, assign to Customer the warranties for the lighting controls and lighting fixtures (collectively, the "Equipment") purchased by or on behalf of PG&E and installed as part of the Services under this Work Order. A copy of these third party warranties is set forth in Exhibit B.

11.2 Solely as an accommodation to Customer and not as a contractual commitment, Customer may, during the first twelve (12) months following the installation of the Equipment, contact PG&E and request that PG&E replace Defective Lighting Fixtures. After this twelve month period, but within the warranty period offered by the manufacturer of the Equipment, Customer shall contact the manufacturer of the Equipment to make a warranty claim for defective Equipment. In addition, Customer shall be solely responsible for the removal of the Equipment as well as arranging and paying for shipping of the defective Equipment to and from the manufacturer's designated facility (and for all insurance and risk of loss to the Equipment while in transit), and installation of the Equipment upon return, unless otherwise instructed in the manufacturer's designated warranty. This warranty extends to Customer only and cannot be assigned by Customer.

11.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PG&E MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR



OTHERWISE. IN ADDITION, PG&E HEREBY SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. AUTHORITY

Each Party represents and warrants that the individual signing below, as well as any Change Orders and approvals hereunder, has and shall have all requisite power and legal authority to bind the Party on whose behalf he/she is signing to that Party's obligations hereunder.

IN WITNESS THEREOF, the parties agree to be bound by this Work Order as of the date first set forth above.

CUSTOMER	PACIFIC GAS AND ELECTRIC COMPANY
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Roxanne Fong</u>
Title: _____	Title: <u>Manager, Business Development</u>
Date: _____	Date: _____

EXHIBIT A

SCOPE OF WORK

1. Services. The Scope of the Services to be performed by PG&E and its Subcontractors is set forth below:

(a) Scope of Work:

- Order and purchase the number of street light fixtures specified by Customer at Customer's expense.
- Replace ____ HPSV lights operating at 120 or 240 volts with LED lights according to the map and LED spreadsheet (identifies each location) in the City of _____.
- Number any light poles that are not numbered using badge number stickers provided by PG&E.
- Change the PG&E street light rates to LED and provide documentation on the changes and cost for the street lights.
- Process the rebates and provide documentation on the changes for the street lights.
- Provide a revised GIS-based inventory.
- Arrange for waste disposal of removed street light fixtures.

(b) Estimated minimum number of days to complete scope of work: _____

(c) Date Services are estimated to begin: _____

(d) Customer sites where work is to be performed (A spreadsheet may be attached if necessary):

(e) Type and number of street light fixtures to be replaced (may attach spreadsheet):

(f) Specifications for installation¹:

PG&E will replace the existing lighting fixtures and connect the existing wiring to the new LED fixture on a 120-277 volt service. This replacement will include the installation of a new photo cell or shorting cap and testing said lighting fixtures so as to ensure it/they is/are operational. Please be advised that the replacement of fuses and/or troubleshooting "no power" situations are outside of the scope of the Services performed by PG&E and shall not be part of this Work Order. However, PG&E will promptly inform Customer if a fuse needs to be replaced or if there is a "no power" situation.

¹ Note: The locations of the replaced streetlights may change if street lights are added to or deleted from the Project during installation. A final spreadsheet will be given to Customer upon completion of the Services.



Customer acknowledges and agrees that PG&E will not be responsible for installing any lighting fixtures on voltage outside the 120-277 service unless Customer specifically identifies, in writing, those locations by badge number and address, before the Equipment is ordered. It is the Customer's responsibility to tell PG&E if they have service needs outside of these voltage parameters so the proper Equipment can be ordered, otherwise, it shall be the Customer's responsibility to pay for any lighting fixtures that were ordered or damaged during installation.

2. Additional Work

2.1 If in the process of performing the Service, a condition is discovered that prevents PG&E from performing the Service as specified such as but not limited to (a) access to the street light such as overgrown trees or blocked roadway, (b) broken street light bracket, or (c) wiring defect that prevents delivery of energy to the street light fixture, PG&E will notify Customer in writing of such condition and the work necessary to remedy the condition. If the work required is estimated by PG&E at less than Five Thousand Dollars (\$5,000) and Customer approves, PG&E may perform such work and invoice Customer periodically for actual time and materials to perform such work.

2.2 If, for any reason, Customer chooses not to correct such condition, PG&E shall be relieved of any and all responsibility for performing the Service for that street light or group of street lights.

2.3 If in the process of performing the Service, active bird nests, and/or bee hives, wasps are discovered, PG&E will notify Customer of such condition and discontinue work on affected equipment.

3. Disposal of old streetlights and related materials

3.1 Customer will make space available at Customer-owned property for material storage and disposal during construction. PG&E will hold Customer harmless for damage to stored materials while on Customer's property.

3.2 PG&E will store the materials at the following site:

LOCATION: _____

3.3 PG&E's Contractor will keep the lights that have been replaced in a locked container until taking them to PG&E's yard. Contractor will separate the lamp from the fixture and put them in the appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

4. Customer's Responsibilities

To the extent that performance of the Service by PG&E depends upon approvals or other decisions by Customer, or on Customer furnishing particular documents or information, including but not limited to work permits, and that Customer does not timely perform or provide the same, the minimum time estimate for PG&E's completion of the Service shall be extended to take into account Customer's delay with respect thereto. Customer shall reimburse PG&E for the costs on any required work permits. If Customer or a competent governmental authority requires any other compliance efforts, including but not



***Pacific Gas and
Electric Company***

Agreement No: SST-XXXXX

City of _____

limited to flagging, traffic control, or neighborhood notifications, as a condition for work to proceed, then Customer shall reimburse PG&E for the costs related to these efforts.

EXHIBIT B

THIRD PARTY WARRANTIES

1. Street light manufacturer's contact information:

(a) Cree LED Lighting Fixtures

1200 92nd Street
Sturtevant, WI 53177-1854
Phone: (800)236-6800

(b) The warranty period for the Cree LED Lighting Fixtures is 10 years. A copy of that warranty is set forth in Schedule 1 to this Exhibit B.

2. Photo control warrantor's contact information:

(a) Ripley Lighting Controls

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

(b) The warranty period for the Ripley lighting controls is 8 years. A copy of that warranty is set forth in Schedule 2 to this Exhibit B.

**SCHEDULE 1 TO EXHIBIT B
LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES
(INCLUDING BETALED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND
ESSENTIA® FIXTURES)**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree Company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree c/o Ruud Lighting, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, lamps, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at www.cree.com/lighting/products/warranty.



THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

**SCHEDULE 2 TO EXHIBIT B
WARRANTY FOR RIPLEY LIGHTING CONTROLS**

RIPLEY LIGHTING CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

WARRANTY

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.

**RESOLUTION NO. 2014-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING CONTRACTS WITH PACIFIC GAS & ELECTRIC
COMPANY (PG&E) TO REPLACE EXISTING STREET LIGHTS IN TOWN WITH LED
STREET LIGHTS AND TO FINANCE THE PROJECT WITH AN INTEREST-FREE LOAN
THROUGH PG&E'S ENERGY EFFICIENCY RETROFIT PROGRAM, ALSO KNOWN AS ON-
BILL FINANCING**

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

1. Background.

(a) Pacific Gas and Electric Company (PG&E) administers the Energy Efficiency Retrofit Program, also known as On Bill Financing (OBF), that can provide customers, including the Town of Colma, with a zero percent interest free loan for costs associated with energy efficiency upgrades. The OBF loan is then repaid through the energy cost savings derived from the energy efficiency upgrades.

(b) The Town desires to obtain an OBF loan to: (1) enter into a work order with PG&E to replace the Town's existing High Pressure Sodium (HPS) street lights, that are less energy efficient, with Light Emitting Diode (LED) street lights that consume considerably less energy pursuant to PG&E's street light replacement turnkey program; and (2) execute a work order with the Town's mechanical service contractor for energy improvements to mechanical systems at certain Town facilities.

(c) Government Code Section 4217.13 provides authority for the Town to enter into a contract with PG&E for an OBF loan.

(d) Government Code Section 4217.12 provides additional authority for the Town to enter into a contract with any person for the installation of energy efficiency upgrades.

(e) The Town held a public hearing on April 9, 2014 and provided public notice of this hearing at least two weeks in advance, in compliance with Government Code Section 4217.12 and 4217.13.

2. Findings.

The City Council finds that:

(a) It is in the Town's best interest to participate in PG&E's On-Bill Financing Program and to enter into a contract for PG&E to replace the Town's HPS street lights with LED street lights. The Town's cost of replacing the streetlights would be recovered through the cost of energy saved over the next 5-1/2 years, and thereafter the Town would continue to save money from using the LED lights.

(b) In addition, LED lighting provides a number of benefits to the community. The lighting consumes less energy than traditional lighting, supporting operational efficiency and helps meet

the Town's climate action goals. LED lighting can be better directed, reducing light pollution and supporting Dark Sky objectives. LED lighting contains no mercury, lasts 3 to 5 times longer and requires less maintenance than the existing High Pressure Sodium (HPS), this has also proven to provide a cost benefit to the long term maintenance that takes place with the typical HPS luminaire. LED lighting increases clarity and color distinction for the viewer, which may improve visibility and safety on both roadways and sidewalks.

(c) Any contract with PG&E for the replacement of the Town's HPS street lights with LED street lights, and any contract with the Town's mechanical service contractor for the installation of energy efficiency upgrades at certain Town facilities, will be on terms that are in the Town's best interest, and the costs for the energy efficiency upgrades will be less than the anticipated marginal costs associated with the energy that would have been consumed by the Town in the absence of the upgrades.

3. Order.

(a) The City Manager is authorized to execute any application and a loan agreement with PG&E to obtain a zero percent interest free loan for costs associated with energy efficiency upgrades.

(b) The City Manager is authorized to execute a work order with PG&E pursuant to the Town's existing Services Agreement with PG&E dated October 21, 2010, and pursuant to PG&E's street light replacement turnkey program, for the replacement of the Town's HPS street lights with LED street lights.

(c) The City Manager is authorized to execute a work order with the Town's mechanical service contractor to install energy improvements to mechanical systems at certain Town facilities.

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 April 9, 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 Fiscaro, Mayor

Attest: _____
Sean Rabé, City Clerk

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Roger Peters, City Attorney

VIA: Sean Rabé, City Manager

MEETING DATE: April 9, 2014

SUBJECT: Purchasing & Claims Ordinances

RECOMMENDATION

Staff recommends that the City Council introduce:

AN ORDINANCE AMENDING THE COLMA MUNICIPAL CODE, SUBCHAPTER 1.06 (PURCHASING AND CONTRACTING) AND SUBCHAPTER 1.14 (CLAIMS AGAINST THE TOWN OF COLMA)

EXECUTIVE SUMMARY

The proposed ordinance would raise the City Manager's contracting and settlement authority, and would raise the threshold limits for using open market and informal bidding procedures for public works contracts as follows:

<i>Subject</i>	<i>Current</i>	<i>Proposed</i>
City Manager's contracting authority	\$50,000	\$75,000
City Manager's settlement authority	\$25,000	\$50,000
Open Market Purchases	\$10,000	\$15,000
Informal bidding procedures	\$30,000 to \$175,000	\$45,000 to \$175,000

The proposed limits are a balance between promoting efficiency in government operations and protecting the public's trust by using reasonable efforts to responsibly manage the public's money.

FISCAL IMPACT

Implementation of these amendments will not impact the Town's adopted budget.

BACKGROUND

State law requires that each city adopt, by ordinance, "policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the [city]." ¹ The Town adopted a Purchasing Ordinance in 2004, which is codified as subchapter 1.06 of the Municipal Code. The proposed ordinance would raise the city manager's authority to purchase goods and supplies and would amend the procedures for selecting certain contractors, as described in the *Analysis* section.

State law also allows provides that public works contracts over \$5,000 must be let after formal bidding, but allows cities to raise the thresholds for formal bids on public works contracts and to adopt certain informal bidding procedures for public works contracts.² The proposed ordinance would also raise the limits for using the informal bidding procedures for public works contracts.

ANALYSIS

City Manager's Contracting Authority

The Town's purchasing ordinance provides that the City Manager, as the "Awarding Authority", may make contracts up to certain monetary limits, and the City Council has the authority to make all contracts in excess of that monetary limit.

Under the current Municipal Code, the City Manager is the "Awarding Authority" to make, execute or modify contracts for the purchase of goods or services not exceeding \$50,000 in value. The proposed ordinance would increase the City Manager's authority to \$75,000. The following table shows the respective numbers and titles of the sections that will be amended.

Section number	Title
1.06.040	General Contract Authority of the City Manager
1.06.050	Revenue-producing Contracts
1.06.060	Emergencies
1.06.070	Modifications to Contracts
1.06.140	Records and Reports

¹ CAL. GOV'T CODE § 54202, 54203

² CAL. PUB. CONTRACT CODE, § 22000 et seq.

1.06.220	Informal Bids
1.06.230	Formal Bids
1.06.240	Request for Proposals or Qualifications

The current contract limit of \$50,000 was established in 2004, when the Purchasing Ordinance was adopted. According to the U.S. Department of Labor, \$50,000 then is equal to \$62,000 now.

The proposed ordinance would also grant the City Manager authority to make an ongoing contract or one that is renewable from time to time, provided that the annual payments do not exceed \$75,000 and the contract may be terminated by the Town at any time without cause. An example of this type of contract would be a contract with a maintenance contract, which is automatically renewed each year unless either party gives notice of termination to the other party. This proposed change covers a loophole in our present contracting ordinance.

City Manager’s Settlement Authority

Under the current ordinance, Colma Municipal Code section 1.14.050, the City Manager may settle any claim or lawsuit against the Town for \$25,000 or less. The proposed ordinance would increase the City Manager’s authority to \$50,000.

The Town’s insurance policy requires the Town to pay a deductible of \$50,000 on each claim made against the Town. If the Town’s insurance company decides to settle a claim for more than \$50,000, the Town would have to pay the first \$50,000. The proposed ordinance would raise the City Manager’s authority so that he could authorize that payment and settle a claim on terms satisfactory to the Town’s insurer.

Selecting the Contractor

The purchasing ordinance also contains procedures for selecting the contractor, such as stating when a contract must be let out for competitive bidding. The procedures for making public works contracts differ in some respects from the procedures for making contracts for purchases of goods or services.

Public Works Contracts. State law and the current ordinance, Colma Municipal Code section 1.06.210, provides that the Town may use Town employees or negotiated contracts for small public works projects; informal bidding procedures for medium public works contracts; and formal bidding procedures for large public works projects. The proposed ordinance would change the limits for medium-sized public works contracts, as shown in boldface in the following table:

<i>Size</i>	<i>Procedure</i>	<i>Current limits</i>	<i>Proposed limits</i>
Small	Negotiate	< \$30,000	< \$45,000

Medium	Informal bidding procedure	\$30,000 to \$175,000	\$45,000 to \$175,000
Large	Formal bidding procedure	> \$175,000	> \$175,000

Goods and Services. For purchases of goods and supplies, the current ordinance identifies which types of purchases may be made on the open market, which contracts may be negotiated, and which must be let only after competitive bidding. The proposed ordinance would make several changes to the current procedures.

First, the proposed ordinance would raise the limit for making purchases of goods or services on the open market from \$10,000 to \$15,000. An open market is one where the price of the item or service is conspicuously available to the public, such as a sales tag on an item sold at *Target*. Second, it would add the following contracts to the current list of contracts that may be negotiated by the Awarding Authority without competitive bidding: contracts with Town employees and Recreation Department instructors; contracts for equipment rentals; and contracts

Second, the current ordinance provides that small professional services contracts (under \$50,000) may be negotiated by the Awarding Authority if certain conditions are met, and all other professional services contracts may be made after informal bidding. The proposed ordinance establishes three tiers of procedures for making professional services contracts, similar to the three tiers for making public works contracts. Small contracts may be negotiated; medium contracts may be negotiated if the provider has satisfactorily provided services to a California municipality within the prior three years and its fees are substantially similar to other providers; and large contracts must be made after informal bidding. These changes are shown in the following table (changes shown in bold face type):

<i>Size</i>	<i>Procedure</i>	<i>Current limits</i>	<i>Proposed limits</i>
Small	Negotiate	< \$50,000	< \$50,000
Medium	Negotiate, if conditions are satisfied	\$50,000 to \$100,000	\$50,000 to \$100,000
Large	Informal bidding procedure	> \$50,000	> \$100,000

Third, the proposed ordinance would provide that the City Council may waive competitive bidding for all "contracts for goods and services," replacing the current ordinance, which provides that the City Council may waive competitive bidding for only for "acquisitions" of goods.

Other Amendments

The proposed ordinance would also amend the purchasing ordinance to include references to the recently-adopted sustainability policy and to correct technical errors. These changes do not have any regulatory effect.

Values

The *responsible* decision is to adopt the proposed ordinance because it will promote efficiency in government operations while still protecting the public's *trust* in how government manages the public's money.

Sustainability Impact

The proposed ordinance encourages sustainable purchasing practices through the Town's Sustainability Policy.

Alternatives

With respect to the City Manager's contracting and settlement authority, the Council may raise or lower the limits than the recommended amounts or leave the ordinance unchanged. With respect to the open market and informal bidding procedures, the Council may leave the ordinance unchanged. In either case, leaving the ordinance unchanged is not the best scenario, but will not materially impact Town operations.

CONCLUSION

Staff recommends introducing and adopting the proposed ordinance.

ATTACHMENTS

- Ordinance

This page left intentionally blank.

ORDINANCE NO. _____
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**AN ORDINANCE AMENDING SUBCHAPTER 1.06 OF THE COLMA MUNICIPAL CODE,
RELATING TO PURCHASING AND CONTRACTING**

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

ARTICLE 1. INCREASING CITY MANAGER’S CONTRACTING AUTHORITY ¹

- (a) The purpose of this amendment is to increase the City Manager’s authority to make, extend, or modify contracts from \$50,000 to 475,000
- (b) Wherever in the following sections of subchapter 1.06 of the Colma Municipal Code there appears the number, “ \$50,000”, that number shall be replaced with the number, “\$75,000”, as shown in the following table:

Section number	Title
1.06.040	General Contract Authority of the City Manager
1.06.050	Revenue-producing Contracts
1.06.060	Emergencies
1.06.070	Modifications to Contracts
1.06.140	Records and Reports
1.06.220	Informal Bids
1.06.230	Formal Bids
1.06.240	Request for Proposals or Qualifications

ARTICLE 2. AMENDING CERTAIN SECTIONS OF CMC SUBCHAPTER 1.06

Sections 1.06.010, 1.06.020, 1.06.040, 1.06.130, 1.06.180 and 1.06.190 of the Colma Municipal Code are amended to read as follows:

1.06.010 Scope

- (a) All purchases of goods, contracts for services, and contracts for public works projects shall be made in compliance with the requirements of this ordinance, being Subchapter Six of

¹ Substantive changes 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, and mere re-arrangement of paragraphs and clauses, are not identified. All markings will be removed from the final version that is adopted by the City Council.

Chapter One of the Colma Municipal Code and the Town's Sustainability Policy, which is set forth in subchapter 1.15 of the Colma Administrative Code.

(b) No purchase of any good, service or equipment shall be made by any department head independently of the City Manager except as provided in this ordinance and the Town's Sustainability Policy.

1.06.020 Purchasing System; Delegation.

(a) The City Manager shall establish a purchasing system for the Town of Colma to obtain goods and services of suitable quality to meet the Town's needs at the highest reasonable value and at least available cost while increasing energy efficiency and reducing water consumption, greenhouse gas emissions (GHG) and waste in accordance with the Town's Sustainability Policy.

(b) Except where expressly prohibited, the City Manager may delegate his or her authority under this ordinance.

1.06.040 General Contract Authority of the City Manager

(a) The City Manager is ~~hereby~~ authorized to enter into and execute for and on behalf of the Town of Colma, without the prior approval of the City Council:

- (1) a contract for goods or services, including public works projects, which provides for payment of not more than ~~\$50,000~~ \$75,000 by the Town;
- (2) a lease of real or equipment which provides for payment of money by the Town, where the total of all lease payments does not exceed ~~\$50,000~~ \$75,000; and
- (3) a contract that is renewable from time to time, provided that the annual payments do not exceed \$75,000 and that the contract may be terminated by the Town at any time without cause.

1.06.130 Standardization of Specifications, Inspection and Testing.

The City Manager shall have the authority to establish standard specifications for all materials, equipment, supplies and services, which provide for adequate quality and performance, is consistent with the Town's Sustainability Policy, while permitting and permits competition among bidders. The using department shall inspect supplies delivered and services performed to determine their conformity with the specifications applicable thereto or set forth in the contract and shall report any deficiencies to the City Manager. The City Manager may require chemical and physical tests of supply samples submitted with bids and samples of supply deliveries which are necessary to determine their quality and conformance with specifications.

1.06.180 Contracts for Goods and Services with Government Agencies, Non-profits and Educational Institutions

(a) The Awarding Authority may enter into contracts for goods and services with any federal, state or local agency, any nonprofit agency qualified under Section 501(c)(3) of the Internal Revenue Code or any public educational institution without competitive bidding, provided that all of the following conditions are met:

- (1) The agency is selling the goods or services as part of a job training, work furlough, educational and similar human service programs that make goods and services available at a competitive cost while also furthering the public welfare;
- (2) The agency agrees to direct supervision of the workers or employees providing any service under the contract;
- (3) The agency agrees to provide workers' compensation insurance for the workers or employees;
- (4) The agency agrees to indemnify, protect, defend and hold the Town of Colma harmless against any and all claims alleged to be caused or caused by any act or omission of the agency's worker or employee, in a form satisfactory to the City Manager and City Attorney.

(b) This section is intended to provide an expedient method for Town of Colma participation in such programs and is not intended to limit the exemptions for services provided in this ordinance directly by a government agency.

ARTICLE 3. CMC SECTION 1.06.190 AMENDED

Paragrph (d) of section 1.06.190 of the Colma Administrative Code is amended to read as follows:

1.06.190 Contracts for Professional ~~or Technical~~ Services

(a) Unless otherwise provided, the Awarding Authority's selection of a professional services provider shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at fair and reasonable prices to the Town of Colma.

(b) The Awarding Authority shall establish the professional competence and qualifications necessary to be possessed by a professional services provider in order to be awarded a proposed professional services contract. Criteria for determining the competence and qualifications of the provider shall include, but shall not be limited to, the following:

- (1) Ability, capacity and skills necessary to perform service;

- (2) Ability to meet time requirements imposed by project;
- (3) Character, integrity and reputation through a reference check;
- (4) Previous experience with the vendor; and
- (5) Sufficiency of financial resources needed to perform the services.

(c) The City Manager may develop and maintain a procedure whereby professional services providers may periodically submit statements of qualifications and performance data for pre-approval by the City Manager or City Council.

(d) Professional services contracts of fifty thousand dollars (\$50,000) or less may be made by negotiated contract with any professional service provider meeting the prescribed qualifications.

(e) Professional services contracts between fifty thousand dollars (\$50,000) and one hundred thousand dollars (\$100,000) may be made by negotiated contract with any professional service provider meeting the prescribed qualifications, provided that:

- (i) The professional service provider has satisfactorily provided services to a California municipality at any time within three years preceding the award; and
- (ii) The Awarding Authority finds that the provider's fees are substantially similar to fees charged by competing professional services providers at the time of the contract or, if not, that there are facts and circumstances justifying any differences in fees.

(f) The Awarding Authority shall use the informal bidding process described below for all other professional services contracts and may use the informal bidding process for the professional services contracts described in paragraphs (d) and (e).

ARTICLE 4. CMC SECTION 1.06.220 AMENDED

Paragraph (f) of section 1.06.220 is amended to read as follows:

(f) If vendor reliability, experience, availability, or expertise is a component in meeting the needs of the Town of Colma and the purposes of this chapter, then the Awarding Authority need not necessarily purchase from the vendor proposing the lowest price but may select a vendor that best meets the Town of Colma's requirements including price and sustainability.

ARTICLE 5. CMC SECTION 1.06.210, "PUBLIC WORKS CONTRACTS," AMENDED

Paragraph (b) of sections 1.06.210 of the Colma Municipal Code is amended to read as follows:

1.06.210 Public Works Projects

(b) Public works projects of ~~thirty thousand dollars (\$30,000)~~ forty-five thousand dollars (\$45,000) or less may be performed by the employees of a public agency under force account procedures, by negotiated contract, or by purchase order.

ARTICLE 6. CMC SECTION 1.06.170, "NEGOTIATED CONTRACTS," AMENDED

Section 1.06.170 of the Colma Municipal Code is amended by deleting paragraph (j) and adding the following paragraphs:

(j) Contracts with Town employees and instructors working under contract with the Town;

(k) Contracts for equipment rentals; and

(l) ~~Acquisitions~~ Contracts where due to special circumstances, ~~of an acquisition~~ the Awarding Authority with the advice of the City Attorney determines in writing that implementation of the competitive process is infeasible, impractical or otherwise not in the best interest of the Town of Colma. The authority of this paragraph is non-delegable.

ARTICLE 7. CMC SECTION 1.06.080, "EXTENSIONS," AMENDED

Section 1.06.080 of the Colma Municipal Code is to read as follows:

1.06.080 Extensions

(a) The City Manager is authorized to extend without competitive bidding the term of a contract awarded by the City Council, provided that:

(i) the cumulative term of the contract, with extensions, does not exceed four years; and

(ii) the contract price is not increased by a factor greater than the annual increase in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for the San Jose-San Francisco-Oakland Bay Area.

(b) The City Council is authorized to extend without competitive bidding the term of any contract that it had previously awarded.

ARTICLE 8. SEVERABILITY.

Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance 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 9. NOT A CEQA PROJECT.

The City Council finds that adoption of this Ordinance 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 10. EFFECTIVE DATE.

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

Certificate of Adoption

I certify that the foregoing Ordinance No. ____ was duly introduced at a regular meeting of the City Council of the Town of Colma held on April 9, 2014 and duly adopted at a regular meeting of said City Council held on _____, 2014 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>					

Dated _____

Helen Fisicaro, Mayor

Attest: _____
Sean Rabé, City Clerk

This page left intentionally blank.



STAFF REPORT

Study Session

TO: Mayor and Members of the City Council

FROM: Sean Rabé, City Manager

MEETING DATE: April 9, 2014

SUBJECT: FY 2014/15 Proposed Budget

STAFF RECOMMENDATION

Provide direction to staff as necessary. No other Council direction is required at this time.

EXECUTIVE SUMMARY

Fiscal Year revenues are projected to be approximately \$15.1 million (see Attachment A), pending any additional information from the Town's sales tax consultants. Additional information regarding anticipated sales tax revenue will be presented at the May meeting.

The anticipated revenue is an increase of \$350,000 from the estimated FY 2013/14 budget (or about 2 percent).

The proposed FY 14/15 budget provides a total of \$13.75 million in expenditures (see Attachment B), assuming the Council defunded the Capital Improvement Plan (CIP). This leaves a positive balance (surplus) in the budget of approximately \$1.35 million. Several changes have occurred in expenditures that make it difficult to compare FY 14/15 to FY 13/14. These changes are discussed in the analysis section of the staff report.

It should be noted, however, that the Council should appropriate funding to the CIP for the Town Hall renovation and several other projects. The CIP will be discussed on a later agenda item and, if the Council directs, this funding will be incorporated into the draft budget to be presented at the May 14 meeting.

FISCAL IMPACT

The FY 14/15 Proposed Budget totals approximately \$13.75 million. As noted above, preliminary figures show a \$1.35 million surplus projected for FY 14/15 (without the CIP funded). This includes \$100,000 for the water conservation incentive program (creating a sewer fee subsidy) that the Council approved in July 2012 (which is to take effect during FY 2014/15).

BACKGROUND

The Town's fiscal year starts on July and ends on June. During the year the Finance Department works with department heads to address funding issues and monitor expenditures.

As you know, staff prepared a Mid-Year Budget Review and presented it to the Council and the public at the February City Council Meeting. This report provided Council with a review of expenses and revenues halfway through the fiscal year. Council will remember that while some revenue sources were down at mid-year (specifically, card-room taxes) other revenue sources (sales tax) were up enough to cover the difference.

During March and April, Consulting Finance Director Charles Francis and I met with department heads to review the Town's fiscal status and to provide direction on budget preparation. Departments were told to prepare status-quo budget proposals, keeping expenditures even with FY 13/14 (with the exception of personnel-related costs that departments have no control over, such as medical insurance).

The proposed summary budget before you is meant to provide the City Council an initial discussion on the Town's spending plan for next fiscal year, with a more complete detailed Proposed Budget to be presented in May. Changes will be made based on Council's review tonight, with the Proposed Budget (including any revisions) presented at the May meeting. Additional review and discussion on the proposed final budget will occur during a public hearing held at the June City Council meeting. At the conclusion of the public hearing, the Council takes action on the budget. The Town is required by law to adopt a budget by June 30th of each year.

ANALYSIS

Budget Preparation Approach

Each department was asked to keep its budget request as close to the FY 2013/14 Amended Budget as possible. Departments were not asked to absorb medical benefit cost increases, (estimated at 15 percent) or PERS increases (estimated at 10 percent) because the Town's revenue picture continues to improve.

Attachment B shows the Proposed Budget by department compared to prior years. Attachment C provides a breakdown of the Proposed Budget by department and category of expenditures (e.g. salaries and benefits).

Budget Highlights:

- Committed and assigned reserves remain at set per policy at \$20 million
- Total revenues are projected at approximately \$15.1 million, or about \$350,000 higher than the estimated FY 2013/14 budget. Attachment A contains the Revenue Summary by fiscal year. Key revenue points include the following:
 - Sales tax revenue is projected to continue to grow, though at a slightly decreased pace. Sales tax revenue is projected at 4.5 percent growth overall. Car sales are forecasted to remain strong, while retail sales are estimated to have a slight increase.
 - Card room tax revenue is budgeted flat from our latest projections, which shows a 15 percent decline in revenue. As I told the Council at the Mid-Year Budget Review, staff believes this is a conservative estimate.
 - All other revenues are generally projected flat (with the exception of property taxes, which are estimated at a slight decline).

- Total expenses (without the CIP) are budgeted at approximately \$13.65 million, which is roughly \$2.3 million less than the FY 2013-14 Amended Budget (with the payoff of the Certificates of Participation removed and no funding for the CIP). Key expenditure points include the following:
 - Debt service payments are removed because of the COP payoff.
 - An increase of \$44,000 in the City Council department due to a shifting of the Chamber of Commerce donation to the City Council budget (from the City Manager budget).
 - An increase in the City Manager department budget of \$113,600 to accommodate step increases and increases in retiree health.
 - An increase in the Finance Department budget of \$122,500 to accommodate for staffing increase (one full time Accounting Technician, salary and benefits).
 - This budget includes fully-staffed Police Department.
 - The allowable 2.5 percent CPI increase for the CSG contract was absorbed without an increase to Public Works department budget.
 - The Town's sustainability efforts will be tracked through a new line item in the budget (you will see this next month).
 - The water conservation incentive program sewer subsidy is funded at \$100,000.
 - Recreation budget has increased by about \$34,000 because of funding for Anniversary festivities and benefit costs for the new employee (budgeted at most expensive medical plan).
 - Continuation of effort in Maintenance budget.

As of this point, revenue in the FY 2014/15 Proposed Budget exceeds expenditures by \$1.35 million, assuming that the CIP remains unfunded. As noted above, however – and as you will hear during the next agenda item – staff is strongly recommending the CIP be fully funded. Because this is a policy decision that the Council must make, however, staff left the CIP out of the budget at this time.

Revenues are projected to be approximately \$15.1 million, pending additional information from Town's sales tax consultants. FY 2014/15 revenues are expected to be about \$350,000 more than the FY 2013/14 Amended Budget. The Proposed Budget revenue estimate assumes sales tax receipts increase to \$8.8 million and card room tax revenue drops to \$4 million. Staff is expecting revised sales tax estimates from the consultants and this information will be presented at the May meeting.

Staffing Changes

In response to an obvious need for additional accounting support, the Council heard my request for an additional full time employee during a previous agenda item. This budget includes the filling of that position and assumes the position will start at the existing Step A, with the most expensive medical plan available (in order to be conservative in budgeting). This budget continues to leave the Assistant City Manager position vacant.

The FY 2014/15 Proposed Budget staffing chart (Attachment D) reflects the increase in staffing for the Finance department. The total staffing increases from 54.95 FTE in the Amended 2013/14 Budget to 55.95 in the FY 2014/15 budget.

NON-PROFIT DONATION REQUESTS

As the Council knows, the process by which non-profits are granted funding by the Town was modified this year. Thus, the Proposed Budget includes the same level of non-profit funding as last year (though the Chamber of Commerce funding has been shifted into this pool of funding) but it is unallocated. Council will allocate the funding after the Final Budget has been approved.

CAPITAL IMPROVEMENT PROGRAM

A presentation on the CIP Plan will be presented during the next agenda item. Study sessions will continue on this topic during the budget process.

CONCLUSION

Staff is requesting comments from the Council and the public on the FY 2014/15 Proposed Budget during the April 9, 2014 Study Session. A second Study Session will be held on May 14, 2014 and a public hearing will be held on June 11, 2014. A more detailed budget document will be provided in advance of these meetings.

Staff is prepared to answer any questions you may have.

ATTACHMENTS:

- A. Revenue Summary
- B. Expenditure Summary By Department
- C. Expenditure Summary By Category
- D. Staffing

REVENUE SUMMARY

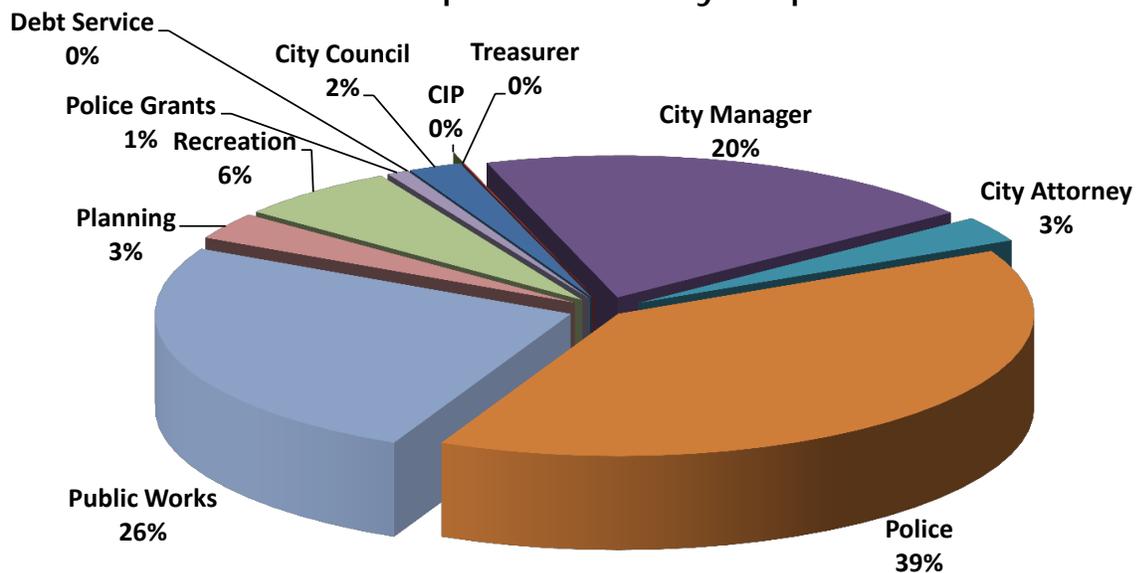
FUND #	REVENUE SOURCE	FY 2011-12 ACTUAL	FY 2012-13 ACTUAL	FY 2013-14 AMENDED	FY 2013-14 ESTIMATED	FY 2014-15 REQUESTED
11	GENERAL FUND					
	TOTAL GENERAL FUND REVENUES	14,206,350	15,314,223	14,428,622	14,545,070	14,906,280
	Transfers to Capital Improvement Fund	(70,799)	(167,700)	(1,832,000)	(1,832,000)	-
	Transfers to COP Debt Service	(961,209)	(957,884)	(957,370)	(11,704,000)	-
	Transfers from Special Gas Tax Fund	46,154	48,710	34,100	56,300	50,750
	Transfers from Measure A Fund	49,306	56,156	34,000	56,000	50,000
	Transfers from Debt Service Fund	-	-	-	-	-
	TOTAL GENERAL FUND REVENUES (NET)	13,269,803	14,293,504	11,707,352	1,121,370	15,007,030
21	SPECIAL GAS TAX FUND					
	Revenues from Other Agencies	59,378	48,710	34,100	56,300	50,750
	Transfers to General Fund	(46,154)	(48,710)	(34,100)	(56,300)	(50,750)
	TOTAL SPECIAL GAS TAX FUND	13,224	-	-	-	-
22	MEASURE A FUND					
	Revenues from Other Agencies	50,722	56,156	34,000	56,000	50,000
	Transfers to General Fund	(49,306)	(56,156)	(34,000)	(56,000)	(50,000)
	TOTAL MEASURE A FUND	1,416	-	-	-	-
29	POLICE GRANTS FUND					
	State Police Programs	109,763	91,305	100,000	100,000	100,000
	TOTAL POLICE GRANTS FUND	109,763	91,305	100,000	100,000	100,000
31	CAPITAL IMPROVEMENT FUND					
	Transfers from General Fund	70,799	167,700	1,832,000	1,832,000	-
	TOTAL CAPITAL IMPROVEMENT FUND	70,799	167,700	1,832,000	1,832,000	-
43	COPs DEPT SERVICE FUND					
	Transfers from General Fund	961,209	957,884	957,370	11,704,000	-
	TOTAL COPs DEBT SERVICE FUND	961,209	957,884	957,370	11,704,000	-
TOTAL REVENUES OF ALL FUNDS		14,426,214	15,510,393	14,596,722	14,757,370	15,107,030

This page left intentionally blank.

EXPENDITURE SUMMARY BY DEPARTMENT

FUND #	DEPARTMENTS/DIVISIONS	FY 2011-12 ACTUAL	FY 2012-13 ACTUAL	FY 2013-14 AMENDED	FY 2013-14 ESTIMATED	FY 2014-15 REQUESTED
11	GENERAL FUND					
	110 - CITY COUNCIL	212,229	209,123	246,690	244,940	284,010
	120 - CITY TREASURER	7,483	6,608	8,720	8,720	8,720
	130 - CITY ATTORNEY	372,735	359,957	391,000	390,000	401,000
	140 - CITY MANAGER/CITY CLERK ADMIN	901,659	948,376	946,250	1,033,530	1,059,870
	141 - HUMAN RESOURCES	203,639	188,970	202,230	198,070	199,540
	150 - FINANCE	307,870	317,502	379,380	282,580	425,070
	151 - GENERAL SERVICES	930,749	890,540	913,000	948,000	1,053,250
	210 - POLICE ADMINISTRATION	929,244	941,558	1,032,660	856,580	1,064,030
	220 - POLICE PATROL	2,856,373	3,360,711	3,501,980	3,750,320	3,535,490
	230 - POLICE COMMUNICATIONS	837,911	927,725	827,860	798,650	799,880
	310 - PW ADMIN/ENGINEERING/BUILDING	798,880	787,408	880,600	876,500	878,000
	320 - PW MAINTENANCE	1,712,223	1,803,436	1,877,850	1,873,740	2,025,120
	410 - PLANNING	287,288	395,809	440,000	407,000	422,000
	510 - RECREATION SERVICES	768,401	757,639	833,420	832,790	867,140
	800's - FACILITY OPERATIONS MAINTENANCE	526,885	507,422	652,250	571,930	618,490
	TOTAL GENERAL OPERATING EXPENDITURES	11,653,571	12,402,784	13,133,890	13,073,350	13,641,610
29	POLICE GRANTS FUND					
	240 - POLICE GRANTS	91,061	108,605	111,600	114,210	113,610
31	CAPITAL IMPROVEMENT FUND					
	900's - CAPITAL IMPROVEMENT PROJECTS	51,048	66,899	1,832,000	640,450	-
43	COPs DEBT SERVICE FUND					
	620 - COPs DEBT SERVICE	961,209	959,584	957,370	12,662,370	-
TOTAL EXPENDITURES OF ALL FUNDS		12,756,888	13,537,872	16,034,860	26,490,380	13,755,220

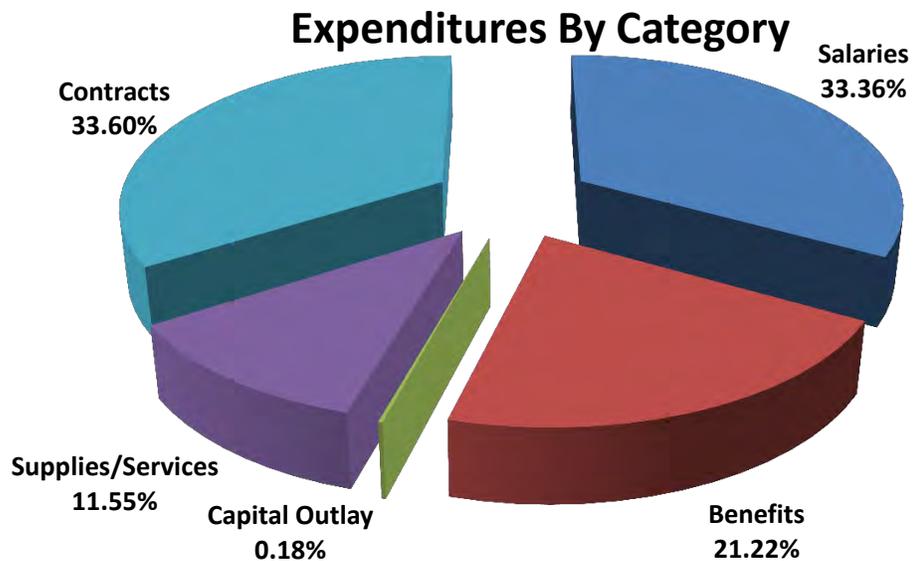
Expenditures By Department



This page left intentionally blank.

EXPENDITURE SUMMARY BY CATEGORY

DEPARTMENTS / DIVISIONS	SALARIES	BENEFITS	SUPPLIES & SERVICES	CONTRACTS	CAPITAL OUTLAY	TOTAL DEPARTMENT
CITY COUNCIL	59,230	108,480	116,300	-	-	284,010
CITY TREASURER	6,700	520	1,500	-	-	8,720
CITY ATTORNEY	-	-	-	401,000	-	401,000
CITY MANAGER/CITY CLERK ADMIN	311,670	642,600	59,600	45,000	1,000	1,059,870
HUMAN RESOURCES	114,080	62,060	8,400	15,000	-	199,540
FINANCE	137,080	80,490	32,500	175,000	-	425,070
GENERAL SERVICES	-	-	210,000	843,250	-	1,053,250
POLICE ADMINISTRATION	598,070	324,710	64,250	75,000	2,000	1,064,030
POLICE PATROL	2,207,850	1,163,590	93,550	55,000	15,500	3,535,490
POLICE COMMUNICATIONS	400,360	182,220	152,300	64,000	1,000	799,880
PW ADMIN/ENGINEERING/BUILDING	-	-	8,000	870,000	-	878,000
PW MAINTENANCE	246,240	138,600	14,950	1,625,330	-	2,025,120
PLANNING	-	-	-	422,000	-	422,000
RECREATION SERVICES	397,690	162,450	204,000	98,000	5,000	867,140
FACILITY OPERATIONS/MAINTENANCE	-	-	618,490	-	-	618,490
TOTAL GENERAL FUND EXPENDITURES	4,478,970	2,865,720	1,583,840	4,688,580	24,500	13,641,610
POLICE GRANTS FUND	76,200	32,510	4,900	-	-	113,610
CAPITAL IMPROVEMENT FUND	-	-	-	-	-	-
COPs DEBT SERVICE FUND	-	-	-	-	-	-
TOTAL EXPENDITURES OF ALL FUNDS	4,555,170	2,898,230	1,588,740	4,688,580	24,500	13,755,220

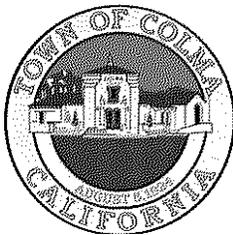


This page left intentionally blank.

STAFFING

POSITION TITLE	FY 2009-10 ADOPTED	FY 2010-11 ADOPTED	FY 2011-12 ADOPTED	FY 2012-13 ADOPTED	FY 2013-14 AMENDED	FY 2014-15 REQUESTED
Town Staffing						
Accountant I	1.00	1.00	1.00	1.00	-	-
Accounting Technician	0.75	0.75	0.75	0.75	0.75	1.75
Administrative Technician II/III	2.00	2.00	1.50	1.50	1.50	1.50
Assistant City Manager / Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	1.00
City Manager / City Clerk	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00
Vacant, unfunded Assistant City Manager	(1.00)	(1.00)	(1.00)	(1.00)	(1.00)	(1.00)
City Manager Department Total	5.75	5.75	5.25	5.25	4.25	5.25
Maintenance Technician I/II/III	3.00	3.00	3.00	3.00	3.00	3.00
Public Works Department Total	3.00	3.00	3.00	3.00	3.00	3.00
Administrative Technician II	1.00	1.00	1.00	1.00	1.00	1.00
Part-time Facility Attendant (7 x .5)	3.00	3.00	3.00	3.00	3.50	3.50
Part-time Recreation Leader (8 x .5)	4.00	4.00	4.00	4.00	4.00	4.00
Recreation Coordinator	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Services Director	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Department Total	10.00	10.00	10.00	10.00	10.50	10.50
Administrative Technician III	1.00	1.00	1.00	1.00	1.00	1.00
Community Services Officer	1.00	1.00	0.75	1.00	1.00	1.00
Detective	1.00	1.00	1.00	1.00	1.00	1.00
Detective Sergeant	1.00	1.00	1.00	1.00	1.00	1.00
Dispatch Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Dispatcher	4.00	4.00	4.00	4.00	3.20	3.20
Officer	13.00	13.00	13.00	13.00	13.00	13.00
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00
Police Commander	1.00	1.00	1.00	1.00	1.00	1.00
Sergeant	4.00	4.00	4.00	4.00	4.00	4.00
Vacant Police Officer	-	(1.00)	-	-	-	-
Vacant, unfunded Police Officer	(1.00)	(1.00)	(2.00)	(2.00)	-	-
Police Department Total	27.00	26.00	25.75	26.00	27.20	27.20
Town Total	45.75	44.75	44.00	44.25	44.95	45.95
Contract Staffing						
Building	1.50	1.50	1.25	1.25	1.25	1.25
City Attorney	1.00	1.00	1.00	1.00	1.00	1.00
Engineering	2.50	2.50	3.50	3.50	3.50	3.50
Finance	-	-	-	-	0.75	0.75
Planning	2.50	1.80	1.80	1.80	2.50	2.50
Public Works	1.00	1.00	1.00	1.00	1.00	1.00
Contract Total	8.50	7.80	8.55	8.55	10.00	10.00
Total Budgeted Staffing	54.25	52.55	52.55	52.80	54.95	55.95

This page left intentionally blank.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Public Works Director
Cyrus Kianpour, City Engineer

VIA: Sean Rabé, City Manager

MEETING DATE: April 9, 2014

SUBJECT: Five Year Capital Improvement Plan (CIP)

RECOMMENDATION

No action is required; this report is for discussion purposes only.

EXECUTIVE SUMMARY

The proposed CIP lists 22 projects that include various project that involve new construction, reconstruction, and feasibility studies totaling approximately \$13.1 million from FY 2014/15 through FY 2018/19.

The upcoming fiscal year (FY 14/15) includes 11 new projects, totaling approximately \$5,838,000 with the major project being the renovation of the Town Hall facility.

Fiscal Impact

CIP budget for FY 14-15 is proposed to be \$5,838,000.

BACKGROUND

CIP Categories

The proposed CIP consists of completing viable projects from the past CIP and adding new projects based on current needs of the Town. The projects were placed into one of the following categories:

- Streets, Signals and Streetlight Improvements
- Utility Undergrounding
- Storm Drainage and Flood Control
- Public Facilities and Parks

- Sanitary Sewer Systems
- Information Technology, and
- Strategies and Mandates

A total of 22 projects were selected for consideration into the proposed CIP utilizing a ranking process as outlined below.

Project Scoring and Ranking

The CIP Review Committee scored the proposed list of projects using the following evaluation criteria established in the Program:

- Legal Mandate (0 to 25 points)
- Public Health and Safety (0 to 10 points)
- Economic Vitality Impact (0 to 5 points)
- Service Improvement (0 to 5 points)
- Operating Budget Impact (-5 to 10 points)

The draft CIP includes the list of projects with scores and ranking.

Prioritization of Projects

From the proposed list of 22 projects selected for consideration into the CIP (excluding General Plan Updates and ADA Transition Plan Upgrades that were approved and are already on an established schedule), Staff prioritized the following 11 projects (that include feasibility studies) for consideration and funding in the next fiscal year (2014/15).

The draft prioritization was based on scoring and project needs. Some of the high scoring projects were moved down into the third through the fifth years of the CIP because of logistical issues. For example, Collins Avenue and Serramonte Boulevard Improvement Projects will have to be developed after the General Plan updates for land use, floor area ratios, circulation elements, etc. are studied in the first two fiscal years.

Lawndale Boulevard Landscaping Improvements project is moved up because a greater portion of funding became available from PG&E's Gas Transmission Line Relocation Project.

Feasibility studies are critical in understanding the wants and needs of various infrastructure, facility and technology upgrades. Even though some of the feasibility studies scored low are moved up into the first two fiscal years because these studies are needed for staff to be able to assess viability and budgets for future projects. The study also provides a preliminary scheduling tool for construction and/or installation in future CIP years.

2014-2015 PROJECTS

The following summarizes the status of projects in progress and projects planned for next year.

Hillside Boulevard Roadway Improvements – Phase I - CIP 901

The project is currently advertised for construction bids, and the bid opening is scheduled in the third week of April. Award of the project is scheduled for the May City Council Meeting. After award, construction is anticipated to begin in late May or early June. The contract award schedule was postponed since the Town was in the process of finalizing a grant funding for the project in the amount of \$177,000.00.

Town Hall Campus Renovation - CIP 947

The goal of this project is to remodel and expand Colma Town Hall for continued use as the Town's main facility for core municipal services while preserving its historical appearance and feel and making the facility accessible to all.

Town selected an architectural firm, Ratcliff and Associates to proceed in two phases. In Phase I, Pre-design Phase, the architect will prepare a Wants and Needs Assessment, which includes space planning; a Preliminary Assessment and Evaluation of Potential Obstacles, which includes seismic and structural analyses; Conceptual Plans; and a preliminary estimate of costs. If the Council approves the conceptual plans and preliminary budget, the architect will then proceed to Phase 2 in developing detailed plans and specifications and construction drawings and preparing the bid package.

Project development, construction design, and the start of construction are scheduled to take place next year.

Town wide Irrigation System Enhancements – CIP 955

Project study in FY 14/15 will assess the Town-wide irrigation system for landscaping in the public right-of-way and public facilities to meet the water efficiency and conservation requirements, evaluate efficient alternatives, and estimated cost and water savings.

Lawndale Blvd Landscape Improvements – CIP 956

Lawndale Blvd Landscape Improvements in FY 14/15 will repair and refurbish turf areas in the median, install new planting along the sidewalk frontage, and install screening between the cemetery and the roadway.

This project is partially funded from PG&E's L-132 Gas Transmission Line Project. Town received \$66,000 from PG&E for median repairs resulting from the L-132 project.

Sanitary Sewer Collection System Master Plan – CIP 971

The goal of this Project is to prepare a Collection System Master Plan that enables the Town to plan for and meet its customers' desired service levels. The Master Plan will include a complete Inflow and Infiltration (I/I) study and a recommendation of CIP improvements to meet the needs of both existing and future Town customers.

The Master Plan includes Hydraulic Modeling and System Performance and Capacity Assurance Evaluations to be in compliance with the Town's Sanitary Sewer Management Plan (SSMP) and the State Water Board's Permit and land use changes resulting from the General Plan update.

Smoke testing of the Town's sewer collection system was completed this year. The results are currently being evaluated, and hydraulic modeling and capacity assessment will be scheduled in the upcoming fiscal year.

Record Information System (RIMS) – CIP 981

Development and Installation of Records Information System (RIMS) for Colma PD is planned for this coming fiscal year. RIMS will help streamline and integrate Colma PD's dispatch with mobile units and supporting off site dispatch services. Transition to this new system is needed in order to be consistent and compatible with South San Francisco Dispatch services.

Town wide Telephone System Upgrade – CIP 982

Town's telephone system will be upgraded to meet the current needs of all Town Departments, utilize current modern technology that is web-based, flexible and user-friendly. Needs assessment and installation is planned for FY 14-15. This project will be coordinated in conjunction with the Town Hall Renovation Project.

Recreation Dept Software Upgrade – CIP 984

Installation of Software Upgrades for the Recreation Department is scheduled for FY 14-15. These upgrades will improve Staff's ability to provide enhanced customer services along with project, program and financial accountability.

Town's Information Technology Infrastructure Upgrades – CIP 986

Town's information technology infrastructure is beyond the useful lifespan and is in need of immediate replacement. This project is divided into two distinct phases aimed at increasing redundancy in the IT system and modernizing the Town's core system.

Phase 1 to be completed in FY 14-15 includes replacement of the physical memory hardware for the Town's servers and Phase 2 of this project, to be completed in FY 15-16, includes the upgrading of server software and other server hardware improvements.

ANALYSIS

CIP Budget

For the upcoming fiscal year (FY 14/15) staff proposes 11 projects, totaling \$5,838,000, with the major project being the renovation of the Town Hall. The remaining projects in the next fiscal year consist of minor construction projects and studies as defined in the above 2014-15 project list.

The draft 5-Year CIP is included as Attachment B. The CIP lists projects, scope of work, proposed schedule, and the projected budget. Funding the CIP budget over the following years will be a challenge. Staff will be requesting from City Council future study sessions where we could explore various funding options.

Next Steps

The purpose of this study session is to before City Council a list of essential projects that were identified by the CIP Committee along with project schedule and preliminary estimates. Based on City Council's recommendations and directives, Staff will update the draft CIP for addition of possible new projects and update or revise proposed list of projects, schedules, and budget parameters. If required or needed Staff will bring back a revised draft CIP for further review and comment prior to adoption at the June 2014 Council Meeting where the 2014-15 Town Budget is approved.

Council Adopted Values

Responsibility is one of the values that the City Council adopted in its strategic plan. The City Council by studying and analyzing proposed essential projects that are proposed in the Capital Improvement Plan, they are taking *responsibility* in making sure that the Town's facilities, infrastructure and technology advancements are in place to sustain economic growth and viability now and into the future.

CONCLUSION

Staff is requesting comments from the Council and the Public on the proposed Capital Improvement Plan.

ATTACHMENTS

A: Draft List of Capital Projects

B: Draft 5-Year Capital Improvement Plan