



**AGENDA**  
**REGULAR MEETING**  
**CITY COUNCIL OF THE TOWN OF COLMA**  
**Wednesday, June 12, 2024**  
**Closed Session – 6:00 PM**  
**Regular Session – 7:00 PM**

The City Council meeting will be held in person in the City Council Chambers. The Town will only accept public comments from the public attending in person and will not accept public comments via Zoom.

*As a courtesy and technology permitting, the meeting can also be viewed/heard via Zoom Video Conference, but no public comment will be allowed or accepted by the Town via Zoom. The Town cannot guarantee that the public's access to Zoom will be uninterrupted, and technical difficulties may occur from time to time. In those instances, so long as the public may still attend the meeting in person, the meeting will continue, even if the public is unable to view/hear or otherwise access the meeting via Zoom.*

**To attend the meeting in person:**

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

**To view/hear the meeting via Zoom Video Conference:**

*Join Zoom Meeting:*

<https://us02web.zoom.us/j/85610028212>

**Meeting ID: 856 1002 8212**

*Dial by your location:*

+1 669 444 9171

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

**To provide Public Comment:**

Members of the public wishing to provide public comment are required to attend the meeting in person and are requested to complete a yellow speaker card and submit it to the City Clerk. Comments should be kept to three minutes or less. If there appears to be a large number of speakers, time may be reduced to no less than one minute each, at the discretion of the Mayor.

The City Council Meeting Agenda Packet and supporting documents are available for review on the Town's website [www.colma.ca.gov](http://www.colma.ca.gov) or at Colma Town Hall, 1198 El Camino Real, Colma, CA. Persons interested in obtaining an agenda via e-mail should call 650-997-8300 or email a request to [citymanager@colma.ca.gov](mailto:citymanager@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 Juan Rumayor, ADA Coordinator, at 650-997-8300 or [jrumayor@colma.ca.gov](mailto:jrumayor@colma.ca.gov). Please allow two business days for your request to be processed.

## **CLOSED SESSION – 6:00 PM**

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

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

## **PLEDGE OF ALLEGIANCE AND ROLL CALL**

## **ADOPTION OF AGENDA**

## **PRESENTATION**

- Introduction of New City Clerk Michelle Estabillo
- Presentation of Colma Citizens' Advisory Scholarships
- Proclamation in Recognition of Philippine Independence Day

## **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 Approve the Minutes from the May 16, 2024 Special Meeting
2. Motion to Approve the Minutes from the May 22, 2024 Regular Meeting
3. Motion to Adopt Resolution Approving and Authorizing the City Manager to Execute an Agreement with the San Mateo County Resource Conservation District to Assist the Town in Meeting Senate Bill 1383 Requirements for Procuring Organic Waste Materials Pursuant to CEQA Guideline 15308
4. Motion to Adopt Resolution Approving the Request to the Metropolitan Transportation Commission by the Town of Colma for an Allocation of TDA Article 3 Pedestrian and Bicycle Project Funding for Fiscal Year 2023/2024 Pursuant to CEQA Guideline 15306
5. Motion to Adopt Resolution Adopting a List of Projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017 Pursuant to CEQA Guideline 15301 and 15378

## **STUDY SESSION**

6. **FY 2024-25 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET**
  - a. **CIP Discussion (excluding Trash Capture Project)**
  - b. **Trash Capture Project Discussion for Inclusion in the CIP (Mayor Goodwin recused)**  
*This item is for discussion only; no action will be taken at this meeting.*

## **REPORTS**

Mayor/City Council  
City Manager

## **ADJOURNMENT**

**MINUTES**  
**SPECIAL MEETING**  
City Council of the Town of Colma  
**Thursday, May 16, 2024**

**1. TEAM BUILDING WORKSHOP FOR CITY COUNCIL AND TOWN STAFF**

10:00 AM – Colma Community Center, 1520 Hillside Blvd., Colma, CA 94014

Mayor Goodwin called the meeting to order at 10:00 a.m.

Council Present – Mayor John Irish Goodwin, Vice Mayor Ken Gonzalez, Council Members Carrie Slaughter, Helen Fiscaro and Joanne F del Rosario were present.

Staff Present – City Manager Daniel Barros, City Attorney Christopher Diaz, Police Commander Sherwin Lum, Director of Public Works and Planning Brad Donohue, City Planner Farhad Mortazavi, Human Resources Analyst Juan Rumayor, Detective Jason Wollman, Recreation Manager Angelika Abellana, and Interim City Clerk Abigail Dometita were in attendance.

The City Manager led the group in pickleball games.

*This item was for training purposes only; no action was taken at this meeting.*

The Mayor called for a break for lunch at 11:40 a.m.

**2. AB1234 ETHICS TRAINING FOR CITY COUNCIL AND STAFF**

1:00 PM – Colma Town Hall, 1198 El Camino Real, Colma, CA 94014

Mayor Goodwin resumed the meeting at 1:03 p.m.

*There are no minutes for this meeting as the meeting was a training session.*

The Mayor called for a break at 2:50 p.m.

**3. CLOSED SESSION**

3:00 PM – Colma Town Hall, 1198 El Camino Real, Colma, CA 94014

**IN CLOSED SESSION UNDER GOVERNMENT CODE § 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: City Manager

Mayor Goodwin resumed the meeting at 3:00 p.m.

*No action was taken at the closed session.*

The Mayor adjourned the meeting at 4:57pm.

Respectfully submitted,

Abigail Dometita  
Interim City Clerk



**MINUTES  
REGULAR MEETING**

City Council of the Town of Colma  
Town Hall Council Chamber  
1198 El Camino Real, Colma CA  
Also viewable via Zoom.us

**Wednesday, May 22, 2024  
7:00 PM**

**PLEDGE OF ALLEGIANCE AND ROLL CALL**

Mayor Goodwin called the meeting to order at 7:01 p.m.

Council Present – Mayor John Irish Goodwin, Vice Mayor Ken Gonzalez, and Council Members Carrie Slaughter, Helen Fiscaro, and Joanne F. del Rosario and were present.

Staff Present – City Manager Daniel Barros, City Attorney Christopher Diaz, Chief of Police John Munsey, Director of Planning and Public Works Brad Donohue, City Planner Farhad Mortazavi, Interim Administrative Services Director Stuart Schillinger, Recreation Services Manager Angelika Abellana, Interim City Clerk Abigail Dometita, and Administrative Technician Shelby Wright were in attendance.

The Mayor announced, "Regarding Public Comment: Members of the public who are here in person are requested to complete a yellow speaker card and submit it to the City Clerk. Comments should be kept to three minutes or less. If there appears to be a large number of speakers, time may be reduced to no less than one minute each, at my discretion."

**ADOPTION OF THE AGENDA**

Mayor Goodwin asked if there were any changes to the agenda. The Mayor requested to pull item #2, and Council Member Slaughter requested to pull item #3. The Mayor asked for a motion to adopt the agenda with the requested changes.

**Action:** Council Member del Rosario moved to adopt the agenda with the requested changes; the motion was seconded by Council Member Fiscaro and carried by the following vote:

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

**PRESENTATIONS**

- Recreation Manager Angelika Abellana introduced Facility Attendant Vanessa Fitzpatrick, Recreation Leaders Emiliano Verdugo, Franco Dias, Mark Lagman, and Senior Recreation Leader Therese Fontes.

- The Mayor read a proclamation in recognition of Public Works Week and invited Public Works Maintenance Supervisor Louis Gotelli to accept the proclamation and framed poster. He made a few remarks at the podium.

**PUBLIC COMMENTS**

Mayor Goodwin opened the public comment period at 7:14 p.m. Member of the public, Zeke, made a comment. The Mayor closed the public comment period at 7:17 p.m.

At 7:18 p.m., the Town experienced technical difficulties and was forced to end the Zoom broadcast. The meeting in the Council Chambers proceeded without Zoom as allowed for by the agenda cover and the Brown Act as all City Council members were in person.

**CONSENT CALENDAR**

1. Motion to Accept the Minutes from the May 8, 2024 Regular Meeting.
2. [Pulled from Consent Calendar]
3. [Pulled from Consent Calendar]

**Action:** Council Member Fiscaro moved to approve consent calendar item #1; the motion was seconded by Council Member Slaughter and carried by the following vote:

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

2. **Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the First Quarter of 2024.**

Mayor Goodwin asked questions; Recreation Services Manager Angelika Abellana answered her questions.

**Action:** Council Member Fiscaro moved to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the First Quarter of 2024; the motion was seconded by Council Member Slaughter and carried by the following vote:

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

3. **Motion to Adopt a Resolution Approving and Authorizing the City Manager to Execute Power Purchase Agreement for Solar Installation at the Police Department Pursuant to CEQA Guidelines 15301 and 15303.**

Council Member Slaughter asked questions; Programs Manager Peter Levitt of Peninsula Clean Energy answered her questions.

**Action:** Council Member Fiscaro moved to Adopt a Resolution Approving and Authorizing the City Manager to Execute Power Purchase Agreement for Solar Installation at the Police Department Pursuant to CEQA Guidelines 15301; the motion was seconded by Council Member del Rosario and carried by the following vote:

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

**STUDY SESSION**

4. **FY 2024-25 PROPOSED BUDGET**

City Manager Daniel Barros and Interim Administrative Services Director Stuart Schillinger presented the staff report. The Mayor opened the public comment period at 8:04 p.m. and seeing no one request to speak, he closed the public comment period. Council discussion followed.

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

5. **TOWN FLAG POLICY**

City Manager Daniel Barros presented the staff report. The Mayor opened the public comment period at 8:17 p.m. and seeing no one request to speak, he closed the public comment period. Council discussion followed.

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

**COUNCIL CALENDARING**

The next Regular Meeting will be on Wednesday, June 12, 2024 at 7:00 p.m.

## **REPORTS**

City Manager Daniel Barros gave an update on the following topics:

- Raising Cane's is scheduled to open in late June.
- Ice Cream Social – May 28<sup>th</sup> at Colma Community Center for ages 55 and up.
- Garage Sale – June 1<sup>st</sup> from 9-5pm.
- Earth Day Recycling Event – June 8<sup>th</sup> 8:30-12pm.

## **ADJOURNMENT**

Mayor Goodwin adjourned the meeting at 8:33 p.m.

Respectfully submitted,

Abigail Dometita  
Interim City Clerk





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Kathleen Gallagher, Sustainability Manager  
 VIA: Dan Barros, City Manager  
 MEETING DATE: June 12, 2024  
 SUBJECT: Approval of Agreement with the Resource Conservation District to assist in meeting SB 1383 procurement requirements

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## RECOMMENDATION

Staff recommends the City Council adopt the following:

**RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT TO ASSIST THE TOWN IN MEETING SENATE BILL 1383 REQUIREMENTS FOR PROCURING ORGANIC WASTE MATERIALS PURSUANT TO CEQA GUIDELINE 15308**

## EXECUTIVE SUMMARY

SB 1383 is landmark legislation that requires jurisdictions to meet organic waste diversion requirements, meet organic waste procurement requirements, complete reporting, and monitoring of requirements to CalRecycle, and procure recycled content products. A particularly challenging aspect of SB 1383 for jurisdictions is meeting the annual target of procuring organic waste materials such as mulch or compost. Therefore, Colma and all other San Mateo County jurisdictions participated in 2023 in a regional organic waste procurement program where the non-profit organization, Resource Conservation District (RCD), provided a regional solution to procuring organic waste material (e.g., compost or mulch) on behalf of the jurisdictions to San Mateo County agricultural and ranchlands in collaboration with the landowners. This regional program has been successful and has been used as a model in other regions in California. Staff recommends approval of the agreement with the Resource Conservation District because it assists the Town in meeting this challenging aspect of SB 1383 requirements.

On April 24, 2024, the City Council had approved the agreement with the Resource Conservation District, however, the Resource Conservation District staff noted that two minor provisions were to be included in the agreement but were not included. Please note that these two provisions were included in the prior 2022 RCD agreement that the City Council approved. Therefore, this updated agreement includes these two provisions for City Council approval.

## FISCAL IMPACT

The Town's costs for participation in the RCD program is \$4,027.79 and these costs are covered through a grant from CalRecycle.

## **ANALYSIS**

This program allows the Town to participate in a regional organic waste procurement program where the non-profit organization, Resource Conservation District, provides a regional solution on behalf of the jurisdictions to procure organic waste material (e.g., compost or mulch) for distribution onto agricultural and ranchlands in collaboration with the landowners. This regional program has been remarkably successful and has been used as a model in other regions in California. Staff recommends approval of the agreement with the Resource Conservation District because it assists the Town in meeting this challenging aspect of SB 1383 requirements. The cost of the program is covered through a grant from CalRecycle.

As noted earlier in this report, on April 24, 2024, the City Council had approved the agreement with the Resource Conservation District, however, the Resource Conservation District staff noted that two minor provisions were to be included in the agreement but were not included. Therefore, the updated agreement includes these two minor provisions, Section 9a., and 11a. for City Council approval. Please note that these two minor provisions were included and consistent with the prior 2022 agreement with RCD that City Council approved. In particular, Section 9a was expanded to allow RCD to subcontract with San Mateo County farmers, ranchers, and other organizations to procure compost to ensure the Town's compliance with the SB 1383 compost requirements. In addition, Section 11a was modified to remove certain types of insurance that are normally imposed on all consultants, but that are not applicable in the current contract based on the work that County RCD will be doing on behalf of the Town. The insurance that has been removed include:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Explosion, Collapse, and Underground insurance

## **Council Adopted Values**

The adoption of the Resolution is consistent with the Council value of *vision* and *responsibility* because it enables the Town to meet SB 1383 requirements for organic waste procurement.

## **Sustainability Impact**

Adoption of the Resolution will improve the Town's sustainability by advancing a more sustainable, environmentally friendly product such as compost or mulch instead of manufactured chemical and or fertilizers on agricultural and ranchlands where the organic material is delivered.

## **ENVIRONMENTAL**

The City Council's action to adopt the resolution is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15308 as it can be seen to be an action taken by an agency in pursuit of protecting the environment as SB 1383

is intended to reduce waste and the agreement at issue will allow for composting further and reducing organic waste.

## **RECOMMENDATION**

Staff recommends that the City Council adopt the Resolution approving and authorizing the City Manager to execute the agreement with the Resource Conservation District to assist in meeting SB 1383 procurement requirements

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## **ATTACHMENTS**

- A. Resolution
- B. Agreement



**RESOLUTION 2024-\_\_\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT TO ASSIST THE TOWN IN MEETING SENATE BILL 1383 REQUIREMENTS FOR PROCURING ORGANIC WASTE MATERIALS PURSUANT TO CEQA GUIDELINE 15308**

**1. Background.**

**(a)** The Town of Colma is required to meet requirements under SB 1383 to procure an annual target of organic waste material and report to CalRecycle.

**(b)** The Town has worked collaboratively with the San Mateo County Resource Conservation District and all other San Mateo County jurisdictions to participate in the regional program to provide mulch and compost to agricultural and ranchlands. The Town wishes to continue this successful partnership with the Resource Conservation District and has reviewed the agreement with the Resource Conservation District.

**2. Order**

**(a)** The City Council hereby rescinds its adoption of Resolution No. 2024-09 approving a prior version of the agreement that did not include changes requested by RCD.

**(b)** The City Council hereby approves and authorizes the City Manager to execute a revised agreement with the San Mateo County Resource Conservation District that includes requested changes to Section 9 and 11.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2024-xx was duly adopted at a regular meeting of City Council of the Town of Colma held on June 12, 2024 by the following vote:

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

Dated \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Michelle Estabillo, City Clerk



**TOWN OF COLMA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of April 25, 2024, by and between the Town of Colma, a public agency organized and operating under the laws of the State of California with its principal place of business at 1198 El Camino Real, Colma, CA 94014 (“Town”), and the Resource Conservation District, a non-profit organization located at 80 Stone Pine #100 Half Moon Bay, CA 94019 (hereinafter referred to as “Consultant”). Town and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. Town is a public agency of the State of California and is in need of professional services for the following project, the SB 1383 Compost Broker Program, (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Town to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the Town with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$ 4,027.79. This amount is to cover all printing and related costs, and the Town will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Town, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Town and executed by both Parties before performance of such services, or

the Town will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Town.

5. The term of this Agreement shall be from April 25, 2024, to May 1, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). ] The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed").

6. Delays in Performance.

a. Neither Town nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Town, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care



Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Town, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

a. The Town expressly authorizes the Consultant to subcontract with San Mateo County farmers, ranchers, or other organizations ("Subcontractors") located in San Mateo County to procure compost for the purpose of facilitating Town's compliance with its recycled organic waste product procurement requirements under California Senate Bill 1383 in accordance with Exhibit A of this Agreement. Subcontractors only procuring compost in accordance with Exhibit A ("Procurement Only Subcontractors") are exempt from the provisions in 11. Insurance, and 13. CA Labor Code Requirements in this Agreement. Under no circumstances shall the Consultant obligate the Town through subcontracting to any financial obligations beyond the amount set forth in this Agreement.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of Town. No employee or agent of Consultant shall become an employee of Town. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Town as herein provided.

11. Insurance. Consultant shall not commence work for the Town until it has provided evidence satisfactory to the Town it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Premises/Operations Liability
- (3) Aggregate Limits that Apply per Project
- (4) Property Damage

(iv) The 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; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Town, its officials, officers, employees, agents and Town designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Town, and provided that such deductibles shall not apply to the Town as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Town, its officials, officers, employees, agents and Town designated volunteers additional insured status.

(iv) Subject to written approval by the Town, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Town as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts

indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Town and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Town evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Town at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Town at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Town or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the Town, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Town, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Town, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Town, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Town has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Town will be promptly reimbursed by Consultant or Town will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Town may cancel this Agreement.

(iii) The Town may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Town nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Town that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Town as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Town may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Town's choosing), indemnify and hold the Town, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Town, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Town. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

16 Termination or Abandonment

a. Town has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Town shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Town shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Town and Consultant of the portion of such task completed but not paid prior to said termination. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Town only in the event of substantial failure by Town to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Town.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

TOWN:

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

CONSULTANT:

Resource Conservation District, Attn. Contract  
Manager  
80 Stone Pine #100  
Half Moon Bay, CA 94019

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Town and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Town. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Town's Right to Employ Other Consultants

Town reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests



Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TOWN OF COLMA  
AND RESOURCE CONSERVATION DISTRICT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TOWN OF COLMA

RESOURCE CONSERVATION DISTRICT

By: \_\_\_\_\_  
Daniel Barros  
City Manager

By: \_\_\_\_\_  
Kellyx Nelson  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Michelle Estabillo  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christopher Diaz  
City Attorney

## EXHIBIT A: Scope of Services

Contractor to provide and implement a compost procurement and application program that will assist the Town to meet its recovered organic waste product procurement requirements under CA Senate Bill 1383 (SB 1383). The program will consist of the following aspects:

### 1. Outreach & Technical Assistance:

- Contractor shall conduct outreach to agricultural producers or other organizations such as but not limited to farmers, ranchers, landowners, open space districts, nonprofits, and universities about the compost procurement and application program established under this agreement, benefits of compost use, and carbon farming. Contractor shall translate any material created to conduct outreach to Spanish, and Simplified Chinese as needed.
- Contractor shall provide agricultural producers and other organizations with technical assistance to incorporate compost into their operations, such as soil sampling, identifying compost application rates, etc.
- Contractor shall provide agricultural producers with information for funding opportunities for compost application, such as CDFA's Healthy Soils Program and NRCS's farm bill programs.

### 2. Compost Procurement

- Contractor shall identify and recruit compost procurement and application projects for the compost procurement and application program established under this agreement that will help the Town meet its SB 1383 recovered organic waste procurement requirements.
- Contractor shall cover up to 75% of compost/hauling/spreading costs or provide funding as cost-share for other funding sources (whichever is less). If the program is oversubscribed, Contractor shall develop a system for equitable distribution of compost or ranking system to identify projects.
- Contractor shall track procurement credits attributed to the Town and where necessary, shall ensure that a signed agreement between the Town and project owner/compost recipient is in place prior to the purchase of compost. This shall be done in order for the Town to claim SB 1383 procurement credit for procured compost in instances where the Contractor is not directly purchasing compost procured under this agreement.
- Contractor shall procure high-quality compost that is eligible to count towards the Town's SB 1383 procurement target as described in the CA Senate Bill 1383 regulations.

### 3. Record Keeping & Reporting

- Contractor shall keep documentation proving that SB 1383 procurement credit attributed to the Town under this agreement is solely for the use of the the Town's and not claimed by any other entity or jurisdiction for their SB 1383 reporting. Contractor shall collect a release of liability waiver from all individuals who receive compost through the compost procurement and application program established under this agreement. Contractor shall provide all signed waivers to the Town upon request.
- Contractor shall collect a photo release form from all individuals who receive compost through the compost procurement and application program established under this agreement allowing the Town to use photos taken under this agreement in public presentations, reports, or other outreach. Contractor shall provide all signed forms to the the Town upon request.
- Contractor shall take pictures and/or videos of compost application projects.
- Contractor shall calculate the net carbon sequestration associated with this agreement and attributed to the Town.
- Contractor shall provide the Town with all procurement records associated with this agreement and required for the Town s SB 1383 recycled organic waste procurement compliance recordkeeping and reporting.

### 4. Scaling Compost Procurement Opportunities

- Contractor shall identify equipment and infrastructure necessary to increase compost use amongst agricultural producers in San Mateo County, provide cost estimates, and, if deemed necessary by the Contractor, design an equipment sharing program.
- Contractor shall explore innovative strategies for the jurisdictions within San Mateo County to provide ongoing funding for this program beyond the term of the CalRecycle SB 1383 local assistance grant.

### 5. Administration

- Contractor shall submit invoices quarterly. The Town will receive .573% of the SB 1383 procurement credits associated with the contractor's compost procurement and application program
- Each quarterly invoice shall be accompanied by a progress report, which shall include updates on the Contractor's outreach, technical assistance, and compost procurement and application efforts completed during the reporting period. The progress report may also include images of compost application projects for the jurisdiction to use in public reports, presentations, or other outreach.
- Contractor shall submit a final report by March 1, 2026 summarizing all outreach, technical assistance, and compost procurement and application efforts

completed through this agreement; all costs associated with the project; the SB 1383 procurement and carbon sequestration credit accredited to the Town and a summary of the needs, strategies, opportunities identified in Task 4, and any other relevant information.

#### 6. Procurement Only Subcontractors

- The Town expressly authorizes Contractor to subcontract with farmers, ranchers, nonprofits, and other organization to procure compost for application on land they own or manage (“Procurement Only Subcontractors”) in order to meet the Contractor’s requirements under this agreement and facilitate the Town’s compliance with its recovered organic waste product procurement requirements under SB 1383. Contractor shall require Procurement Only Subcontractors to provide an executed release of liability form and executed photo release form prior to procuring any compost on Contractor’s behalf. Contractor shall require all Procurement Only Subcontractors to provide Contractor with all procurement records associated with Procurement Only Subcontractor’s compost procurement required for the Town’s SB 1383 recycled organic waste procurement compliances recordkeeping and reporting. Under no circumstances shall Contractor obligate the Town’s to any financial obligation beyond the do not exceed amount for this agreement through subcontracting.

#### 7. Additional Projects

- Contractor shall identify projects that help the Town meet its SB 1383 recovered organic waste procurement requirements beyond compost procurement and application such as mulch procurement and application, composted mulch procurement and application, and/or other projects that help a jurisdiction to meet its procurement target. With written prior approval from the Town’s and agreement from Contractor, Contractor shall carry out identified projects for this program if the cost of a project is comparable or less than compost application projects. Contractor shall collect a release of liability waiver and procurement records the Town requires for its SB 1383 procurement compliance from all individuals or organization who receive any material through the program established under this agreement.

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice Town on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Town regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



# STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Public Works Director  
Abdulkader Hashem, Senior Project Manager

VIA: Daniel Barros, City Manager

MEETING DATE: June 12, 2024

SUBJECT: Request to Metropolitan Transportation Commission for Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Project Funding for Fiscal Year 2024/2025

## RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING THE REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION BY THE TOWN OF COLMA FOR AN ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT ARTICLES 3 PEDESTRIAN AND BICYCLE PROJECT FUNDING FOR FISCAL YEAR 2024/2025 PURSUANT TO CEQA GUIDELINE 15306

## EXECUTIVE SUMMARY

Per the Metropolitan Transportation Commission (MTC) the Town of Colma is required to submit a resolution for an allocation of Transportation Development Act (TDA) Article 3 Pedestrian and Bicycle funding for Fiscal Year 2024/2025. MTC requires that requests from eligible claimants for the allocation of TDA Article 3 funds be submitted as part of a single, countywide coordinated claim, composed of certain required documents.

The Town has designated a project on Lawndale Boulevard at El Camino Real High School where the TDA Article 3 funding would be expensed for the design and construction of "Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project". This project will enhance pedestrian and cyclist safety and mobility by installing high-visibility crosswalks, ADA-compliant curb ramps, Rectangular Rapid Flashing Beacons (RRFBs), curb and gutter, improved striping and pavement markings, advanced yield lines, and signage.

The \$280,000 fund inclusive of Town's local match (10%) will allow the Town to design and study the potential project (including any required environmental analysis), and if Council ultimately approves the construction project, deliver to the Lawndale Boulevard these much-needed improvements.

## **FISCAL IMPACT**

The cost of Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project is estimated to be in the range of \$280,000. To fund this potential project, the Town applied for the TDA Article 3 Bicycle and Pedestrian Project Funding for the design and potential construction of this project. The award of the TDA Article 3 funding would provide the required funds for the implementation of the project.

The Town’s estimated funding plan for the Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project is as follows:

- Proposed CIP Allocation for FY 23-24 (Local Match 10%)     \$ 28,000
- TDA Article 3 Funding     \$ 252,000
- Estimated Project Total     \$ 280,000

The TDA Article 3 Funding has been approved by the City/County Association of Governments of San Mateo County (C/CAG) Board of Directors and adopted in Resolution No. 24-23.

## **BACKGROUND AND ANALYSIS**

The Transportation Development Act (TDA) Article 3 Program is intended to fund eligible pedestrian and bicycle projects using TDA Article 3 funds, which are derived from Local Transportation funds and the State Transit Assistance fund.

Article 3 of the Transportation Development Act (TDA), authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists. The Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, which delineates procedures and criteria for submission of requests for the allocation of TDA Article 3 funds; and requires that requests from eligible claimants for the allocation of TDA Article 3 funds be submitted as part of a single, countywide coordinated claim, composed of certain required documents.

Colma Systemic Safety Analysis Report (SSAR, 2018) identified the Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project as a high priority for enhancing pedestrian and cyclist safety on Lawndale Blvd. The project proposes several improvements, including a mid-block crosswalk with Rectangular Rapid Flashing Beacons (RRFBs), a continuous bike lane, removal of the free-right-turn lane, and curb and gutter extensions aligning the El Camino High School driveway entrance.

The City/County Association of Governments of San Mateo County (C/CAG) C/CAG is the designated Congestion Management Agency responsible for the development and implementation of the Transportation Development Act (TDA) Article 3 Program in San Mateo County.

On September 18, 2023, the City/County Association of Governments of San Mateo County (C/CAG) issued a call for project nominations for eligible bicycle and /or pedestrian projects within the County.



On November 13, 2023, the Town submitted an application to C/CAG for the Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project under the TDA Article 3 Program for Fiscal Year 2024/2025.

On January 25, 2024, the Bicycle and Pedestrian Advisory Committee (BPAC) received presentations from TDA Article 3 Program applicants for the Fiscal Year 2024/2025, four planning projects and six capital project proposals including the Town of Colma's project on Lawndale Boulevard.

On May 9, 2024, the C/CAG Board of Directors adopted Resolution 24-23 approving ten project applications for \$2,262,217, including the Town of Colma's project for \$252,000.

### **Council Adopted Values**

The Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project will provide elements of safety for bicyclists and pedestrians and provide equal accessibility for those who travel through the corridor. Approval of the proposed resolution is the **Responsible** action because the Council has considered the financial impact of the project, while improving the accessibility and safety features of the Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project.

### **Sustainability Impact**

This resolution in support of the Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project is consistent with the Town's sustainability goals and Complete Streets and Green Streets Program goals.

### **ENVIRONMENTAL**

The City Council's action in adopting a resolution requesting the allocation of funding is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) per CEQA Guideline 15306 as the action is more akin to information collection. With the funding request, Town staff will use the funds to gather data, design a project, and study the environmental effects of that design prior to bringing forward to the City Council a potential construction project for consideration and potential approval. At the time that the City Council considers any potential construction project, staff will provide CEQA analysis for the actual project so that the City Council can consider that analysis prior to any approval of the construction project.

### **ALTERNATIVES**

The City Council could choose not to accept the TDA Article 3 Bicycle and Pedestrian Project Funding. Doing so is not recommended, however, because the Town would lose the \$252,000 grant to assist with the implementation of the Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project.

### **CONCLUSION**

Staff recommends that the City Council adopt a resolution approving the request to the Metropolitan Transportation Commission by the Town of Colma for an allocation of Transportation Development Act Article 3 Pedestrian and Bicycle Project funding for Fiscal Year

2024/2025 for Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project.

**ATTACHMENTS**

- A. Resolution for TDA Article 3 Bicycle and Pedestrian Project Funding FY 2024/2025
- B. Project Location Map
- C. MTC Complete Streets Checklist

**RESOLUTION NO. 2024-XX  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RE: REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE  
ALLOCATION OF FISCAL YEAR 2024/2025 TRANSPORTATION DEVELOPMENT  
ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING**

**1. Background**

(a) Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists.

(b) The Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding.

(c) MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region.

(d) The Town of Colma desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it.

**2. Findings; Approval and Authorization**

(a) The Town of Colma declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it.

(b) There is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the Town of Colma to carry out the project; and furthermore, be it.

(c) The Town of Colma attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it.

(d) A certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of San Mateo County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

### Certification of Adoption

I certify that the foregoing Resolution 2024-\_\_ was duly adopted at a regular meeting of said City Council held on June 12, 2024 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_

John Irish Goodwin, Mayor

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

Michelle Estabillo, City Clerk

## **ATTACHMENT A**

### **RE: REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2024/2025 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING**

#### **Findings**

Page 1 of 1

1. That the **Town of Colma** is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the **Town of Colma** legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the **Town of Colma** has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the **Town of Colma** within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.
10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the **Town of Colma** agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

## **ATTACHMENT B**

### **TDA Article 3 Project Application Form**

1. <b>Agency</b>	Town of Colma		
2. <b>Primary Contact</b>	Brad Donohue, Director of Public Works and Planning		
3. <b>Mailing Address</b>	1198 El Camino Real, Colma, CA 94014		
4. <b>Email Address</b>	brad.donohue@colma.ca.gov	5. <b>Phone Number</b>	(650) 757-8888
6. <b>Secondary Contact</b> (in the event primary is not available)	Abdulkader Hashem, Senior Project Manager		
7. <b>Mailing address</b> (if different)      N/A <input checked="" type="checkbox"/>			
8. <b>Email Address</b>	ahashem@colma.ca.gov	9. <b>Phone Number</b>	(650) 757-8888
10. <b>Send allocation instructions to</b> (if different from above):			
11. <b>Project Title</b>	Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project		
12. <b>Amount requested</b>	\$252,000	13. <b>Fiscal Year of Claim</b>	2024/2025

#### **14. Description of Overall Project:**

Enhance pedestrian and cyclist safety by installing a high-visibility mid-block crosswalk with rectangular rapid flashing beacons (RRFBs), closing the gap in the bike lane, removing a free-right-turn lane, aligning and extending the curb along the travel lane at El Camino High School.

#### **15. Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

Project Type: Capital/Quick Build - Pedestrian and Bicycle Facility  
Project phase: Design (PS&E) and Construction  
The proposed project components for funding include:

- Installing a high-visibility mid-block pedestrian crossing adjacent to El Camino High School driveway.
- Installing rectangular rapid flashing beacons (RRFBs).
- Installing ADA-Compliant Curb Ramps.
- Providing bike lane links (approx. 400 feet) to the existing Class II bike lane.
- Removing free-right-turn vehicle movements at El Camino High School.
- Aligning and extending the curb along the travel lane near the school.
- Re-construction of the median island at the crosswalk.
- Striping and pavement markings.

16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

Lawndale Boulevard, Town of Colma at El Camino High School driveway entrance. (See Project Location Map attached).

**Project Relation to Regional Policies** (for information only)

17. Is the project in an [Equity Priority Community](#)?

Yes  No

18. Is this project in a [Priority Development Area](#) or a [Transit-Oriented Community](#)?

Yes  No

**19. Project Budget and Schedule**

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan				
ENV				
PA&ED				
PS&E	39,600	4,400	44,000	January 2025
ROW				
CON	212,400	23,600	236,000	August 2025
<b>Total Cost</b>	<b>252,000</b>	<b>28,000</b>	<b>280,000</b>	

**Project Eligibility**

**A.** Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee?

Yes  No

If "YES," identify the date and provide a copy or link to the agenda. January 25, 2024

<https://ccag.ca.gov/wp-content/uploads/2024/01/BPAC-Packet-1-25-24.pdf>.

If "NO," provide an explanation).

**B.** Has the project been approved by the claimant's governing body?

Yes  No

If "NO," provide expected date: June 12, 2024

**C.** Has this project previously received TDA Article 3 funding?

Yes  No

(If "YES," provide an explanation on a separate page)

**D.** For "bikeways," does the project meet Caltrans minimum safety design criteria  
Yes  No   
pursuant to [Chapter 1000 of the California Highway Design Manual](#)?

**E. 1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c),  
Existing Facility?  
Yes  No

**2.** If "NO" above, is the project is exempt from CEQA for another reason?  
Yes  No

Cite the basis for the exemption. \_\_\_\_\_

N/A

If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

**F.** Estimated Completion Date of project (month and year): August 2025

**G.** Have provisions been made by the claimant to maintain the project or facility, or has  
the claimant arranged for such maintenance by another agency? (If an agency other  
than the Claimant is to maintain the facility, please identify below and provide the  
agreement.  
Yes  No

**H.** Is a Complete Streets Checklist required for this project?

Yes  No

If the amount requested is over \$250,000 or if the total project phase or construction phase is over \$250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: <https://mtc.ca.gov/planning/transportation/complete-streets>



Figure A-1

# Town of Colma San Francisco Peninsula



Data Sources: Town of Colma; County of San Mateo; Bay Area Rapid Transit.

**Figure A-2: Town of Colma Location Within Region**

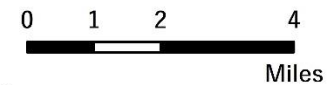


**Town of Colma**

**Figure I.1.  
Regional Location**

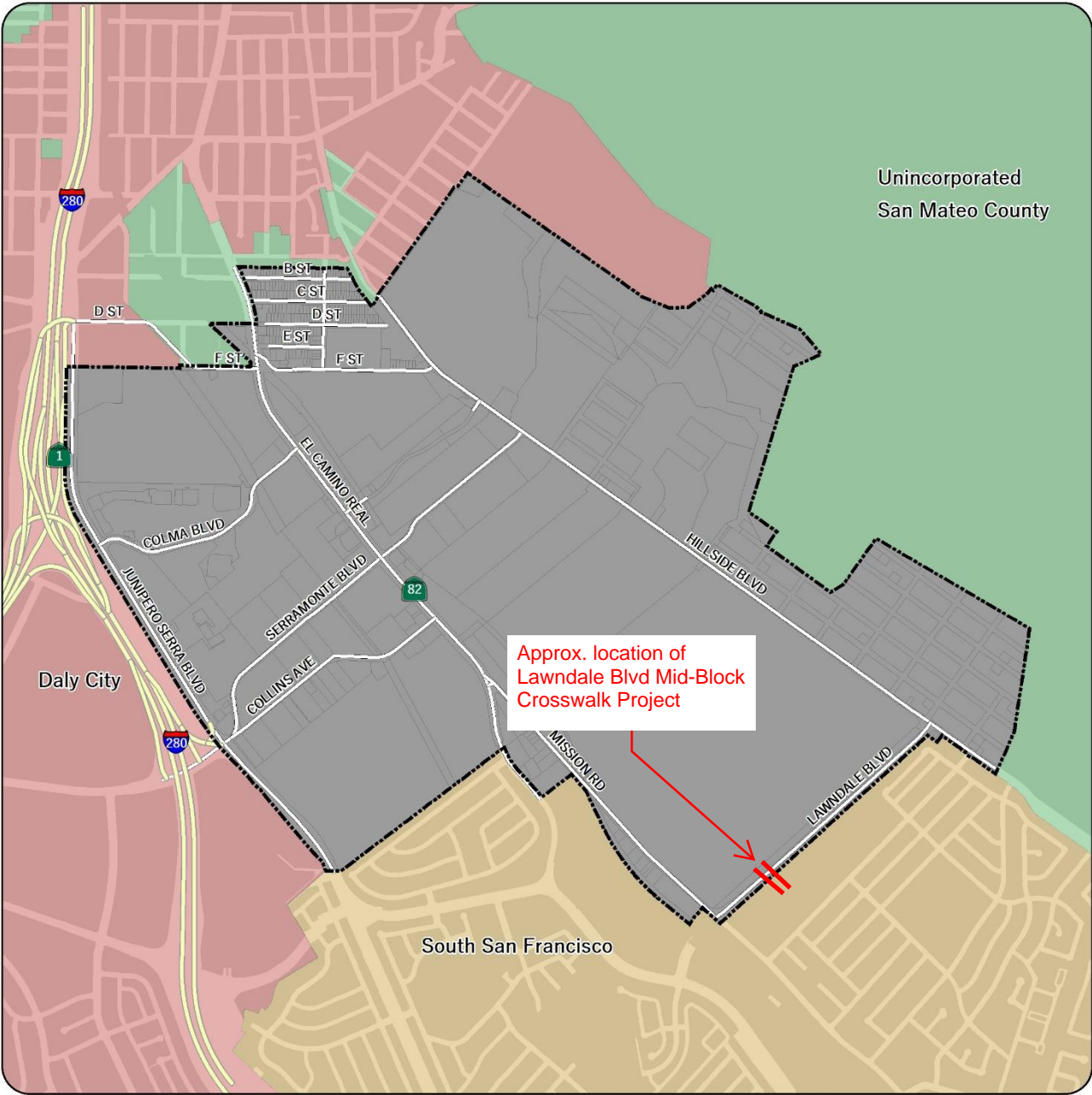
 Town Limit

Data provided by numerous sources:  
Town of Colma, San Mateo County, ESRI,  
National Geographic, and the GIS user  
community.



Data Source: Town of Colma General Plan.

**Figure A-3: Project Location**

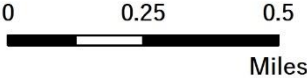


**Town of Colma**

**Figure I.2.  
Project Location**

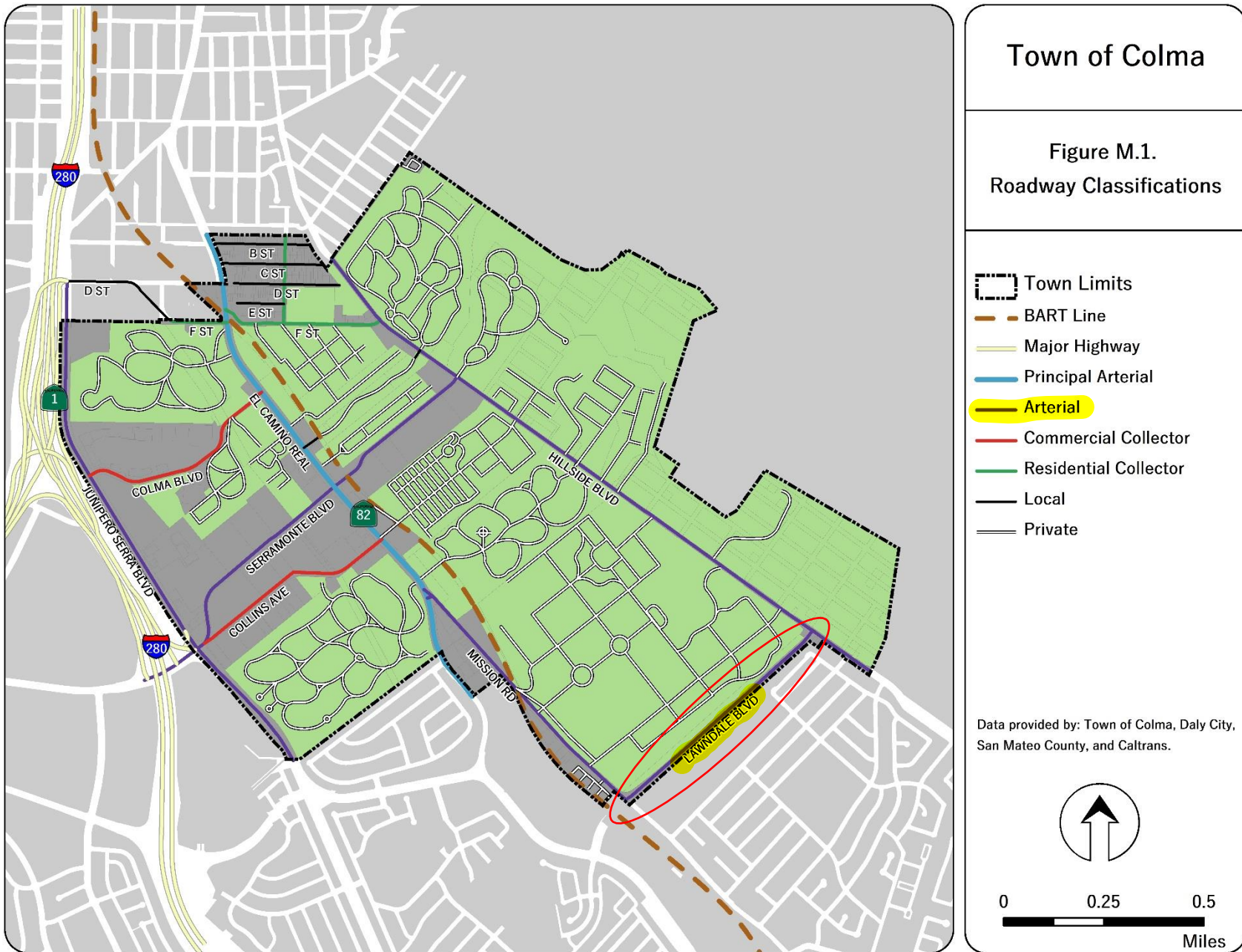
- Town Limits
- City of Daly City
- City of South San Francisco
- Unincorporated San Mateo County

Data provided by: Town of Colma, San Mateo County, and Caltrans.



Data Source: Town of Colma General Plan.

**Figure A-4: Roadway Classification**

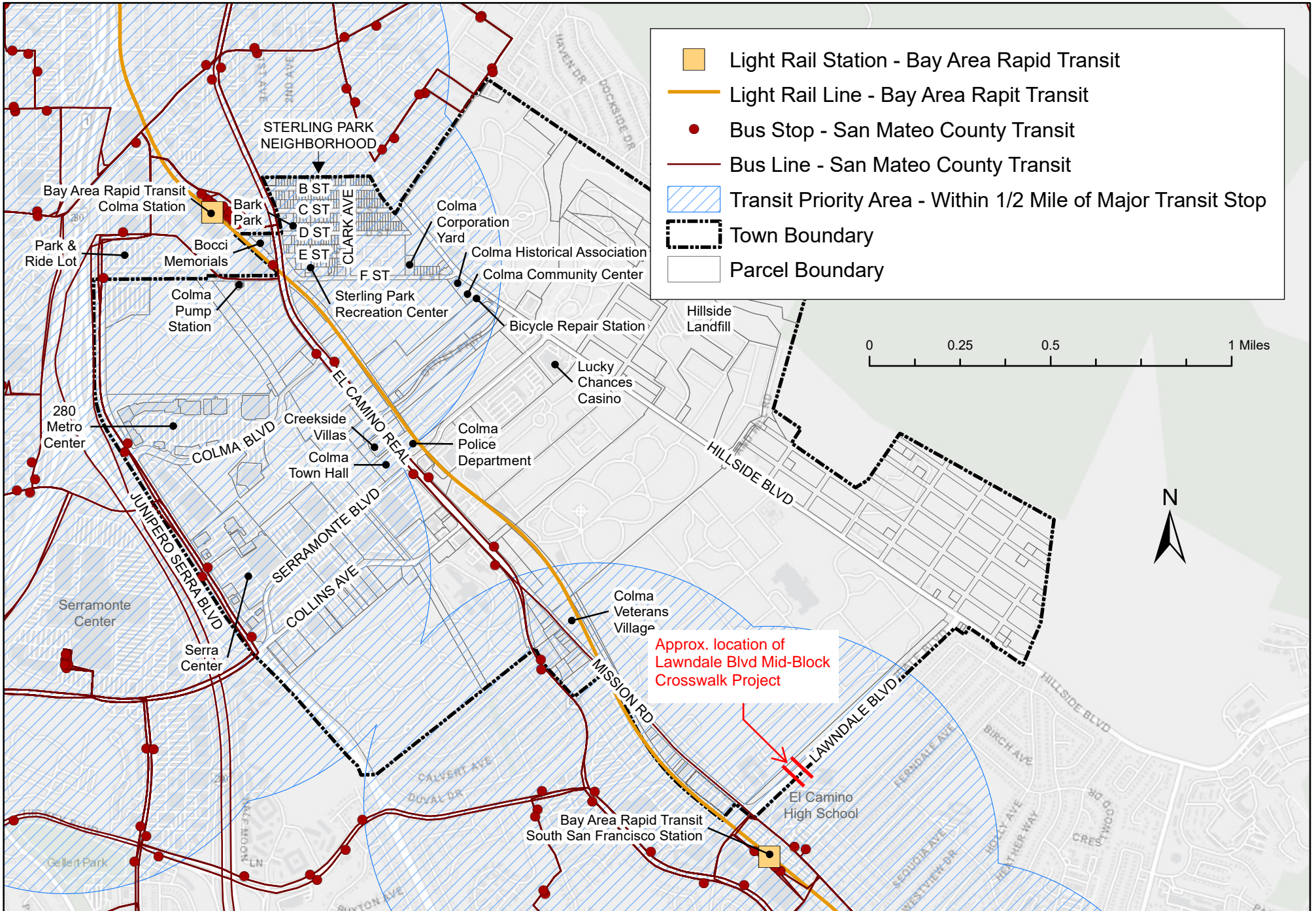


Data Source: Town of Colma General Plan.

# Figure 9

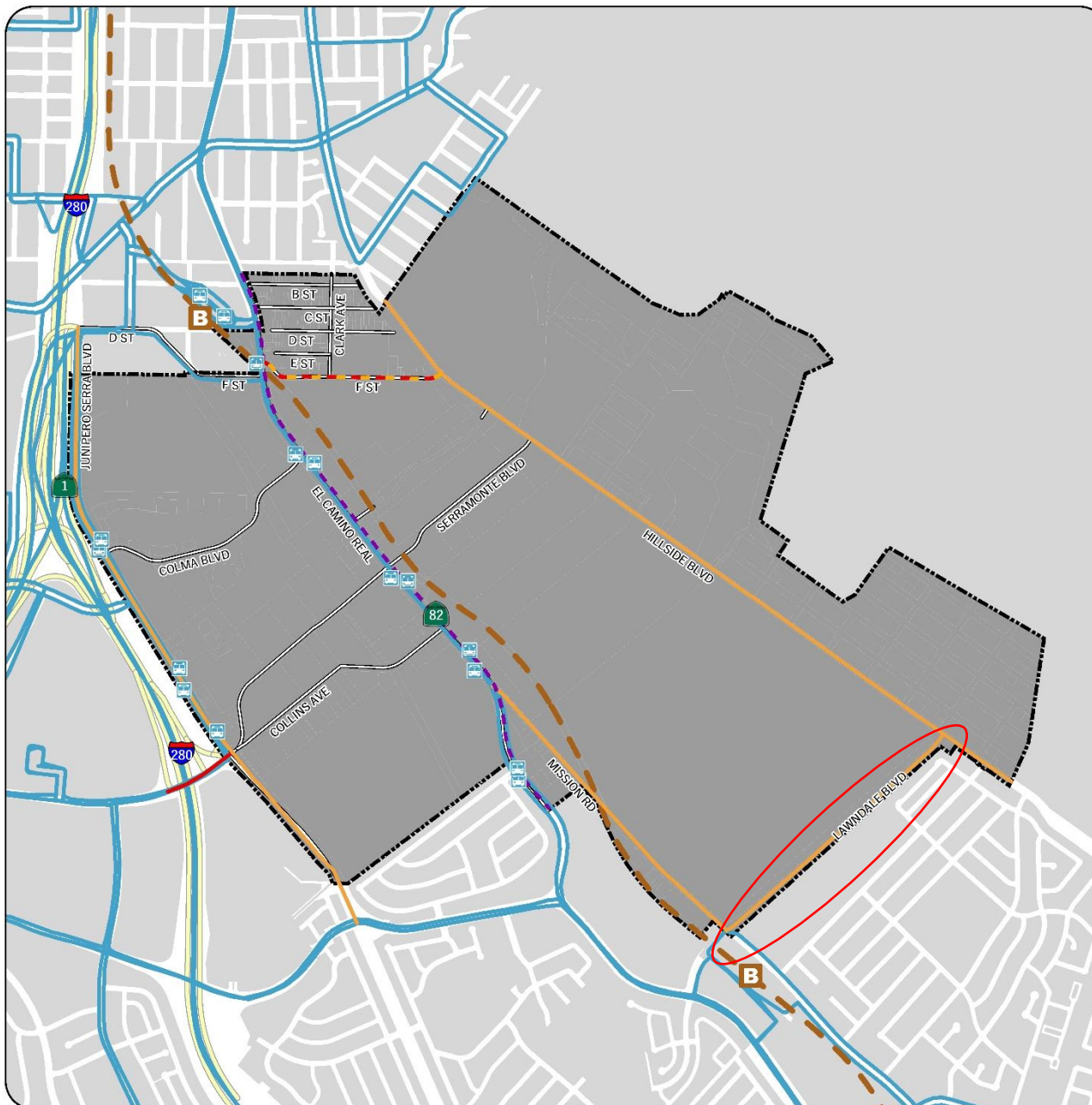
## Town of Colma Public Transit Network

### Figure A-5



Data Sources: San Mateo County Transit District; Bay Area Rapid Transit District; Metropolitan Transportation Commission.

Figure A-6: Multimodal Circulation

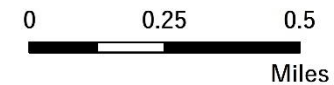


Town of Colma

Figure M.3.  
Multimodal Circulation

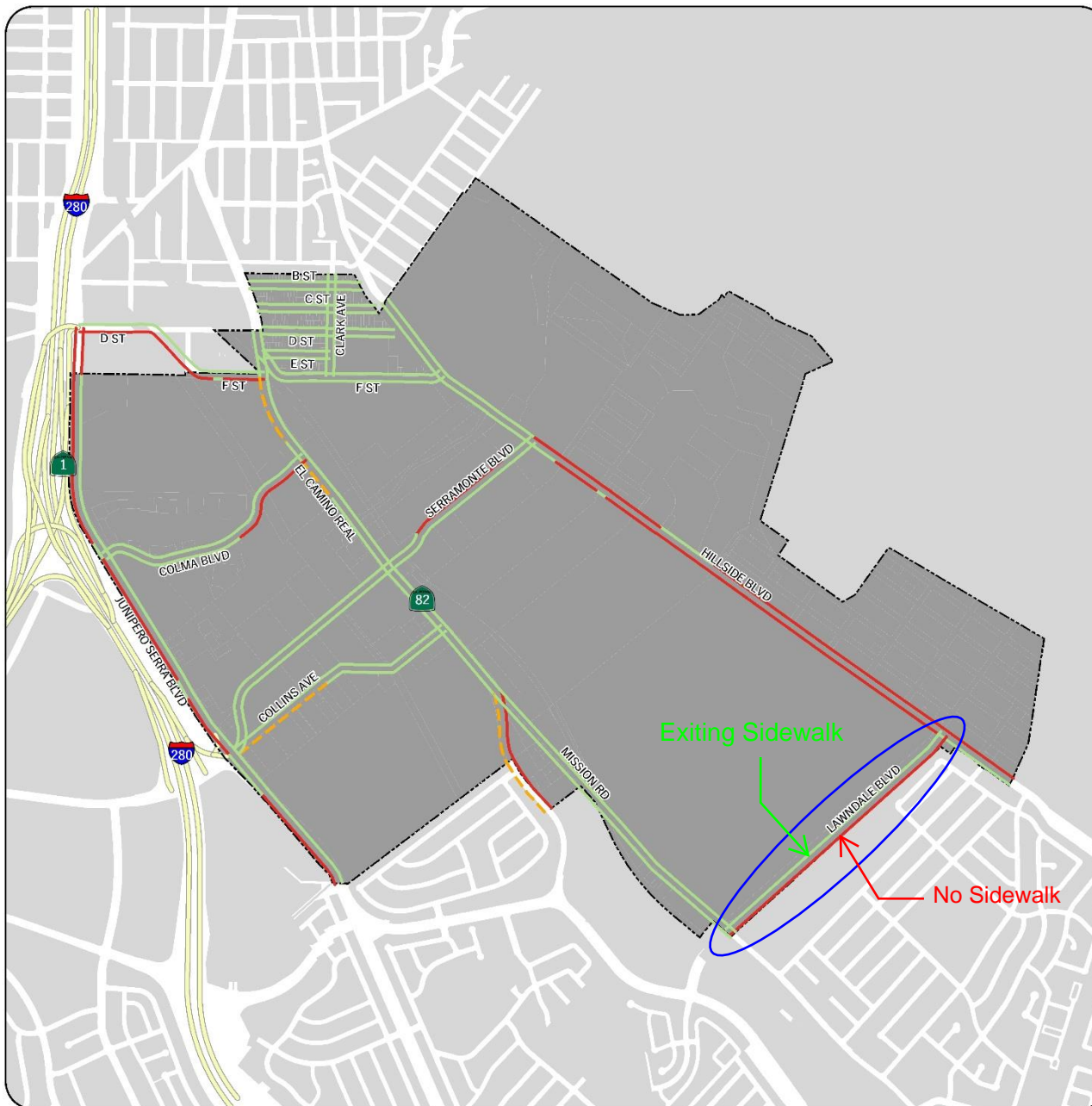
- Town Limits
- Bus Route Network**
- BART Station
- SamTrans Bus Stop
- BART Line
- SamTrans Bus Routes
- Bike Facility Network**
- Existing Class II
- Existing Class III
- Planned Class IV
- Planned Class II/III

Data provided by: Town of Colma, San Mateo County, BART, SamTrans, and Caltrans.



Data Source: Town of Colma General Plan.

Figure A-7: Sidewalk Networks



## Town of Colma

Figure M.2.  
Sidewalk Network

- Town Limits
- Sidewalk Network\*
- Existing Sidewalk
- Proposed Sidewalk
- No Sidewalk

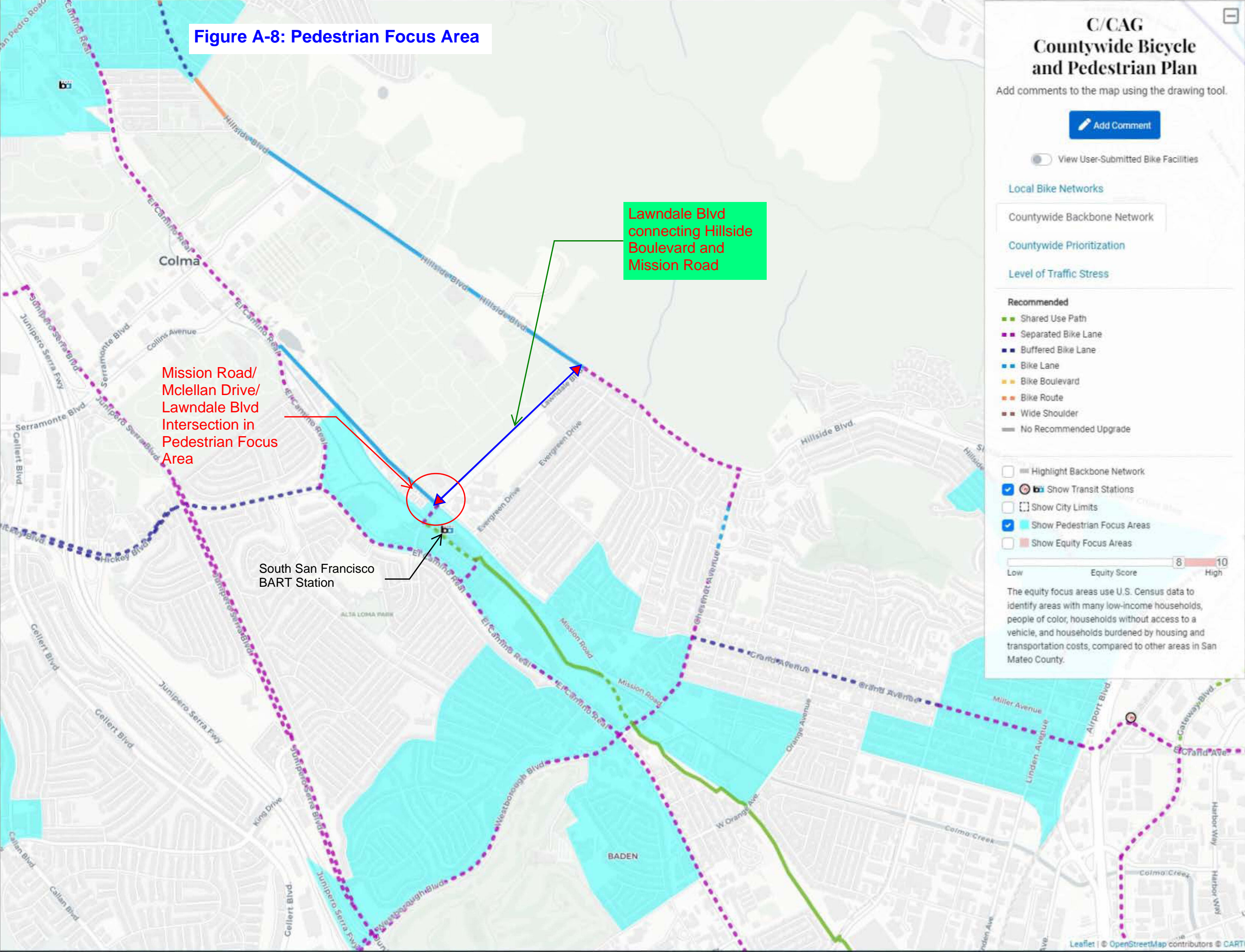
\*Sidewalk Network in the Public Right-of-Way

Data provided by: Town of Colma, Daly City, San Mateo County, and Caltrans.



Data Source: Town of Colma General Plan.

Figure A-8: Pedestrian Focus Area



Lawndale Blvd connecting Hillside Boulevard and Mission Road

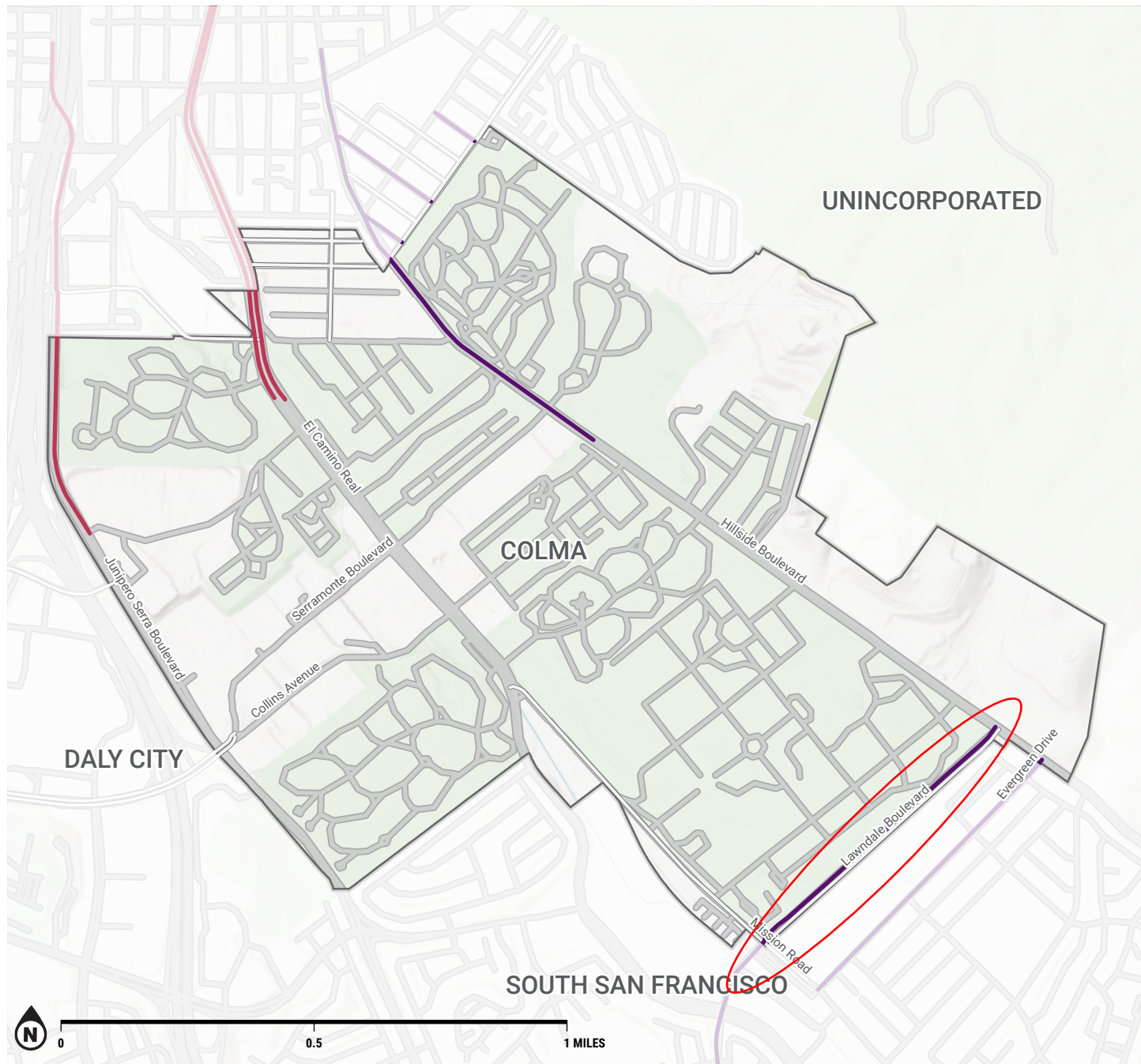
Mission Road/Mclellan Drive/Lawndale Blvd Intersection in Pedestrian Focus Area

South San Francisco BART Station



# Figure A-9: COLMA SPEEDING ANALYSIS

## SPEEDING ANALYSIS NEAR SCHOOLS



Data provided by TIMS (2014-2020) and the California Department of Education. Document: N:\Shared\PROJECTS\2021\00-2021-129 San Mateo, CA SRTS Strategy GIS\Data\H\HIN.aprx. Date saved: 1/13/2022.

### REPORTED SPEEDING\*

- No Speeding Measured
- 1-5 MPH
- 6 - 10 MPH
- 11 - 15 MPH
- More than 15 MPH
- No Streetlight Data Available

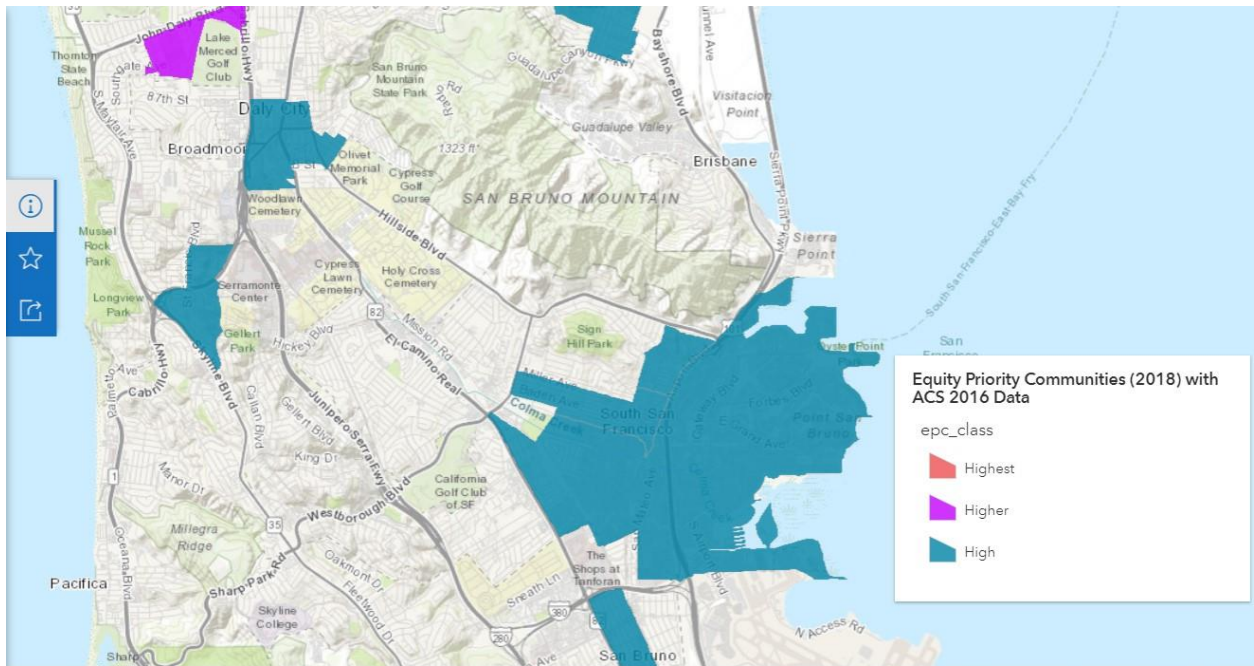
### SCHOOLS

- School
- Priority School\*

\*Speeding is reported as the difference between the 95th and 85th percentile vehicle speeds per Streetlight data, where the 85th percentile is a proxy for the posted speed limit.

\*Priority schools are defined as those with 75% or greater eligibility for Free and Reduced Price Meal (FRPM) programs during the 2020-2021 school year.

**Figure A-10: MTC Priority Equity Communities, 2018**

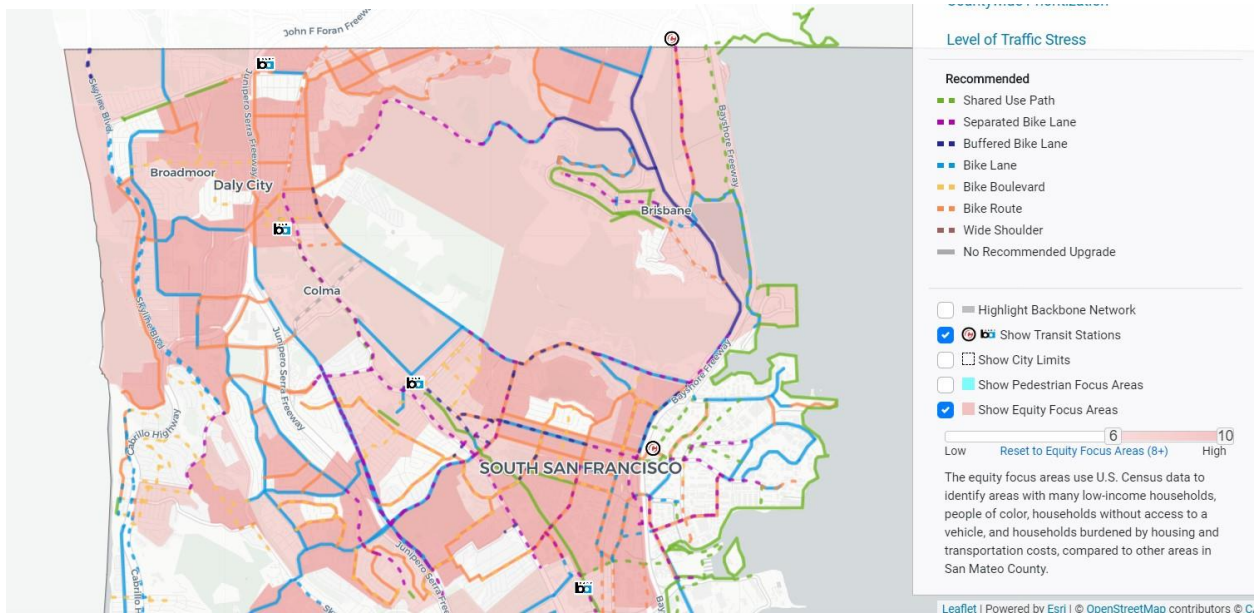


County of San Mateo, California, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA | Metropolitan Transportation Commission, 2018

Notes: Colma is bordered by two priority equity communities in Daly City and South San Francisco. Two of Colma’s major thoroughfares connect these two priority equity communities, El Camino Real and Hillside Boulevard.

Source: Metropolitan Transportation Commission

**Figure A-11: C/CAG Equity Focus Areas**



Notes: Colma has a score of 6 on C/CAG’s scoring system for equity focus areas.

Source: City/County Association of Governments of San Mateo County Countywide Bicycle and Pedestrian Plan, <https://tooledesign.github.io/F0066-San-Mateo-CCAG/>



## Complete Streets Checklist

### Implementation of MTC's Complete Streets Policy, Resolution 4493, Adopted 3/25/22

#### Background

Since 2006, MTC's Complete Streets (CS) Policy has promoted the development of transportation facilities that can be used by all modes. In March 2022, MTC updated its CS policy (Resolution 4493) with the goal of ensuring that people biking, walking, rolling, and taking transit are safely accommodated within the transportation network. This policy works to advance Plan Bay Area 2050 objectives of achieving mode shift, safety, equity, and vehicle miles traveled and greenhouse gas emission reductions, as well as state & local compliance with applicable CS-related laws, policies, and practices, specifically the California Complete Street Act of 2008 (Gov. Code Sections 65040.2 and 65302) and applicable local policies such as the CS resolutions adopted before January 16, 2016 (as part of MTC's OBAG 2 requirements.)

#### Requirements

MTC's CS Policy requires that all projects (with a total project cost of \$250,000 or more) applying for regional discretionary transportation funding – or requesting regional endorsement or approval through MTC – must submit a Complete Streets Checklist (Checklist) to MTC.

Please note that Projects claiming exceptions to CS Policy must complete the Exceptions section on the Checklist and provide a Department Director-level signature.

Additional information and guidance for completing this Checklist can be found at the MTC Administrative Guidance: Complete Streets Policy Guidance for public agency staff implementing MTC Resolution 4493 at <https://mtc.ca.gov/planning/transportation/complete-streets>

This form may be downloaded at <https://mtc.ca.gov/planning/transportation/complete-streets>.

#### Submittal

Completed Checklists **must be emailed** to [completestreets@bayareametro.gov](mailto:completestreets@bayareametro.gov).

#### PROJECT INFORMATION

**Project Name/Title:** Lawndale Boulevard RRFB Mid-Block Crosswalk and Bike Lane Improvement Project

**Project Area/Location(s):** Lawndale Boulevard, from Mission Road to Hillside Boulevard, Town of Colma; Adjacent to El Camino High School (North Driveway).

**PROJECT DESCRIPTION: (300-word limit)****Please indicate project phase (Planning, PE, ENV, ROW, CON, O&M)**

Project Type: Capital/Quick Build - Pedestrian and Bicycle Facility

Project phase: Design and Construction

Lawndale Boulevard is an east-west arterial connecting Mission Road and Hillside Boulevard with speed limits posted 35 MPH. The corridor has residential development for about a quarter length of the corridor and El Camino High School on the south side of the corridor.

This project aims to improve pedestrian and cyclist safety and connectivity on Lawndale Boulevard at El Camino High School by:

- Installing a high-visibility mid-block pedestrian crossing adjacent to El Camino High School driveway.
- Installing rectangular rapid flashing beacons (RRFBs).
- Installing ADA-Compliant Curb Ramps.
- Providing bike lane links (approx. 400 feet) to the existing Class II bike lane.
- Removing free-right-turn vehicle movements at El Camino High School.
- Aligning and extending the curb along the travel lane near the school.
- Re-construction of the median island at the crosswalk.
- Striping and pavement markings.

**CONTACT INFORMATION****Contact Name & Title:**Brad Donohue, Director  
of Public Works**Contact Email:**[bdonohue@colma.ca.gov](mailto:bdonohue@colma.ca.gov)**Contact Phone:**(650) 757-8895, (650) 222-  
0448 Cell**Agency:** Town of Colma, CA

Topic	CS Policy Consideration	YES	NO	Required Description	Description
<b>1. Bicycle, Pedestrian and Transit Planning</b>	Does Project implement relevant Plans, or other locally adopted recommendations? Plan examples include: <ul style="list-style-type: none"> <li>• City/County General + Area Plans</li> <li>• Bicycle, Pedestrian &amp; Transit Plan</li> <li>• Community-Based</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please provide detail on Plan recommendations affecting Project area, if any, with Plan adoption date.  If Project is inconsistent with adopted Plans, please provide explanation.	The objective of the Project is to improve pedestrian and cyclist safety, mobility, and accessibility aligning with the following plans: 1-San Mateo County Comprehensive Bicycle and Pedestrian Plan 2021, key safety performance metrics outlined in Table 13 on page 103 of the Plan.  2-Town of Colma's General Plan 2040 Mobility Element – The

Topic	CS Policy Consideration	YES	NO	Required Description	Description
	Transportation Plan <ul style="list-style-type: none"> <li>• ADA Transition Plan</li> <li>• Station Access Plan</li> <li>• Short-Range Transit Plan</li> <li>• Vision Zero/Systematic Safety Plan</li> </ul>				<p>Mobility Element Goal (M-1) is to provide and maintain a safe, efficient, and attractive circulation system that promotes a healthy, safe, and active community throughout Colma. The Town has established a "Vision Zero" to eliminate traffic fatalities and reduce the number of non-fatal collisions by 50 percent by 2040.</p> <p>3-Colma's Transportation Safety Action Plan/Town of Colma Systemic Safety Analysis Report, 2018. The SSAR identified systemic treatments to improve safety for all users of the Town's roadway network including the Lawndale Blvd project.</p> <p>4-Town of Colma's ADA Transition Plan, 2010. The Plan outlines its efforts to comply with the Americans with Disabilities Act (ADA) and ensure its programs, services, facilities, and public ROW are accessible to all members of the public including persons with disabilities.</p> <p>5-Town of Colma's Master Bicycle and Pedestrian Master Plan, Adopted by the City Council on August 23, 2023. The Plan focuses on developing a safe network of bikeways and walkways, identifying roadway improvements, and documenting programs and policies that</p>

Topic	CS Policy Consideration	YES	NO	Required Description	Description
					<p>will support the town's goal of becoming a more bicycle and pedestrian-friendly community.</p> <p>6 - Town of Colma's complete streets Policies, 2012. The Town has adopted a Complete Streets Policy consistent with the California Complete Streets Act of 2008 (AB 1358) to create and maintain Complete Streets that provide safe, comfortable, and convenient travel along and across Town's streets through a comprehensive, integrated transportation network that serves all categories of road users, including pedestrians, bicyclists, motorists, and persons with disabilities.</p>
<p><b>2. Active Transportation Network</b></p>	<p>Does the project area contain segments of the regional Active Transportation (AT) Network?  [See AT Network map on the <a href="#">MTC Complete Streets webpage.</a>]</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>If yes, describe how project adheres to the NACTO All Ages and Abilities design principles. See Attachment 1.</p>	<p>Although the proposed project is adjacent to the regional AT Network, about 800 feet from Mission Road, it supports the Plan Bay Area 2050 strategy to build a Complete Streets Network and helps to meet goals for safety, equity, health, resilience and climate change, and will provide connection between Hillside Blvd., Mission Road, and El Camino Real (SR 82).</p> <p>Encourage individuals to walk and bike safe and accessible streets, to school, workplaces, and public transit such as SamTrans bus stops and BART station.</p>

Topic	CS Policy Consideration	YES	NO	Required Description	Description
<b>3. Safety and Comfort</b>	A. Is the Project on a known High Injury Network (HIN) or has a local traffic safety analysis found a high incidence of bicyclist/pedestrian-involved crashes within the project area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please summarize the traffic safety conditions and describe Project's traffic safety measures. The <a href="#">Bay Area Vision Zero System</a> may be a resource.	<p>The speeding analysis incorporated into the High Injury Network (HIN) Report conducted for San Mateo County Office of Education/SRTS program shows the project area has reported vehicle speeding of 1-5 MPH exceeding the speed limit.</p> <p>Additionally, this project is identified in the Colma Transportation Safety Action Plan/Systemic Safety Analysis Report (SSAR) among the top-priority safety projects in Colma. It aims to improve pedestrian and cyclist safety and connectivity on Lawndale Blvd at El Camino High School.</p> <p>The proposed systemic treatments include: A high-visibility mid-block crosswalk, Rectangular Rapid Flashing Beacons (RRFBs), remove the free-right-turn lane and extend and align the curb and gutter along the roadway at the El Camino High School driveway.</p>
	B. Does the project seek to improve bicyclist and/or pedestrian conditions? If the project includes a bikeway, was a Level of Traffic Stress (LTS), or similar user experience analyses conducted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Describe how project seeks to provide low-stress transportation facilities or reduce a facility's <a href="#">LTS</a> .	A Level of Traffic Stress (LTS) study has not been conducted yet. However, the project would include provisions to improve cyclist and pedestrian conditions and reduce the LTS that bicyclists and pedestrians experience along Lawndale Blvd. The project would 1) close the gap on an existing AT network connection, 2) Improve the visibility for pedestrians and cyclists, and 3) Add bicycle and

Topic	CS Policy Consideration	YES	NO	Required Description	Description
					pedestrian facilities.
<b>4. Transit Coordination</b>	A. Are there existing public transit facilities (stop or station) in the project area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A. Are there existing public transit facilities (stop or station) in the project area?	The project is located within ¼ mile of the South San Francisco BART Station.
	B. Have all potentially affected transit agencies had the opportunity to review this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Please provide confirmation email from transit operator(s).	The Colma Bicycle and Pedestrian Master Plan (2023) included input from outreach and/or data available from multiple agencies and stakeholders including Samtrans, BART Sustainability team, South San Francisco, C/CAG, SVBC, Colma Police Dept, SMCOE, and SSFUSD/EI Camino High School.
	C. Is there a MTC <a href="#">Mobility Hub</a> within the project area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If yes, please describe outreach to mobility providers, and Project's Hub-supportive elements.	The project is located adjacent to the Emerging Urban District mobility hub for BART – South San Francisco and located within a Transit Oriented Communities Priority Areas (2022) per the MTC Mobility Hubs Map. The project will provide further connectivity and success of existing and planned mobility hubs and active transportation networks.
<b>5. Design</b>	Does the project meet professional design standards or guidelines appropriate for bicycle and/or pedestrian facilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please provide Class designation for bikeways. Cite design standards used.	Class II bikeway (bike lane links ~400 feet) along Lawndale Blvd. The project would meet all applicable professional design standards or guidelines for bicycle facilities and pedestrian facilities including, but not limited to: NACTO – Urban Bikeway Design Guide, Urban Street Design Guide;



Topic	CS Policy Consideration	YES	NO	Required Description	Description
					<p>AASHTO – A Policy on Geometric Design of Highway and Streets, Guide for the Dev. of Bicycle Facilities, Guide for the Planning, Design, and Operation of Ped Facilities; PROWAG; MUTCD; ADAAG; Chapter 1000, California HDM, “Rectangular Rapid Flash Beacon” in PEDSAFE: Pedestrian Safety Guide and Countermeasure Selection System. FHWA, (2013).</p> <p>For Class II bikeway signing and lane markings, California MUTCD, Section 9C.04 Markings For Bicycle Lanes.</p>
<p><b>6. Equity</b></p>	<p>Will Project improve active transportation in an Equity Priority Community?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Please list EPC(s) affected.</p>	<p>Three areas neighboring Colma are designated “EPC” by the MTC: two in Daly City and one in South San Francisco. While Colma is not itself within EPC, certain segments of its population would be considered disadvantaged or vulnerable based on characteristics that align with the factors considered by MTC. The proposed infrastructure improvements will help better connect these disadvantaged communities to Colma and the neighboring city and school.</p> <p>10% of residents are below the federal poverty level, which is approximately 3% more than the percentage for the overall population of San Mateo County. The Town of Colma and a</p>

Topic	CS Policy Consideration	YES	NO	Required Description	Description
					<p>portion of Daly City just north of Colma are identified as low-income communities per Assembly Bill (AB) 1550, with income levels 45 to 80 percent below the County's median income. This population needs high-quality, affordable and reliable transportation options. This project will increase economic equity by improving mobility options through the corridor and connect people to school areas, neighborhood cities, and transit hubs.</p>
<p><b>7. BPAC Review</b></p>	<p>Has a local (city or county) Bicycle and Pedestrian Advisory Commission (BPAC) reviewed this checklist (or for OBAG 3, this project)?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Please provide meeting date(s) and a summary of comments, if any.</p>	<p>The C/CAG BPAC will receive the checklists at the March 28, 2024 BPAC meeting.</p>

Statement of Compliance	YES
<b>The proposed Project complies with California Complete Street Act of 2008</b> (Gov. Code Sections 65040.2 and 65302, MTC Complete Streets Policy (Reso. 4493), <b>and locally adopted Complete Streets resolutions</b> (adopted as OBAG 2 (Reso. 4202) requirement, Resolution 4202).	<input checked="" type="checkbox"/>

If no, complete Statement of Exception and obtain necessary signature.

Statement of Exception	YES		Provide Documentation or Explanation
1. The affected roadway is legally prohibited for use by bicyclists and/or pedestrians.	<input type="checkbox"/>		If yes, please cite language and agency citing prohibited use.
2. The costs of providing Complete Streets improvements are excessively disproportionate to the need or probable use (defined as more than 20 percent for Complete Streets elements of the total project cost).	<input type="checkbox"/>		If claimed, the agency must include proportionate alternatives and still provide safe accommodation of people biking, walking and rolling.
3. There is a documented Alternative Plan to implement Complete Streets and/or on a nearby parallel route.	<input type="checkbox"/>		Describe Alternative Plan/Project
4. Conditions exist in which policy requirements may not be able to be met, such as fire and safety specifications, spatial conflicts on the roadway with transit or environmental concerns, defined as abutting conservation land or severe topological constraints.	<input type="checkbox"/>	<input type="checkbox"/>	Describe condition(s) that prohibit implementation of CS policy requirements

## SIGNATURES / NOTIFICATIONS

### TRANSIT

The project sponsor shall communicate and coordinate with all transit agencies with operations affected by the proposed project. If a project includes a transit stop/station, or is located along a transit route, the Checklist must include written documentation (e.g. email) with the affected transit agency(ies) to confirm transit agency coordination and acknowledgement of the project. A CS Checklist Transit Agency Contact List is available for reference.

### DEPARTMENT DIRECTOR-LEVEL SIGNATURE FOR EXCEPTIONS

Exceptions must be signed by a Department Director-level agency representative, or their designee, and not the Project Manager. Insert electronic signature or sign below:

**Full Name:** Brad Donohue

**Title:** Director of Public Works

**Date:** 2/21/2024

**Signature:** 

## ATTACHMENT 1 – All Ages and Abilities and Guidelines

### 1. All Ages and Abilities

#### [Designing for All Ages & Abilities, Contextual Guidance for High-Comfort Bicycle Facilities, National Association of Transportation Officials, December 2017](#)

Projects on the AT Network shall incorporate design principles based on designing for “All Ages and Abilities,” contextual guidance provided by the National Association of City Transportation Officials (NACTO), and consistent with state and national best practices. A facility that serves “all ages and abilities” is one that effectively serves the mobility needs of children, older adults, and people with disabilities and in doing so, works for everyone else. The all ages and abilities approach also strives to serve all users, regardless of age, ability, ethnicity, race, sex, income, or disability, by embodying national and international best practices related to traffic calming, speed reduction, and **roadway design to increase user safety and comfort. This approach also includes the** use of traffic calming elements or facilities separated from motor vehicle traffic, both of which can offer a greater feeling of safety and appeal to a wider spectrum of the public.

Design best practices for safe street crossings, pedestrian facilities, and Americans with Disabilities Act (ADA) accessibility at transit stops, and bicycle/micromobility facilities on the AT Network should be incorporated throughout the entirety of the project. The Proposed Public Rights-of-Way Accessibility Guidelines (PROWAG) by the U.S. Access Board should also be referenced during design. (See table on next page for guidelines)

### 2. Design Guidance

Examples of applicable design guidance documents include (but are not limited to): American Association of State Highway and Transportation Officials (AASHTO) – *A Policy on Geometric Design of Highway and Streets, Guide for the Development of Bicycle Facilities, Guide for the Planning, Design, and Operation of Pedestrian Facilities; Public Right-of-Way Accessibility Guide (PROWAG); Manual on Uniform Traffic Control Devices (MUTCD); Americans with Disabilities Act Accessibility Guidelines (ADAAG); National Association of City Transportation Officials (NACTO) – Urban Bikeway Design Guide.*

Contextual Guidance for Selecting All Ages & Abilities Bikeways				
Roadway Context				All Ages & Abilities Bicycle Facility
Target Motor Vehicle Speed <sup>*</sup>	Target Max. Motor Vehicle Volume (ADT)	Motor Vehicle Lanes	Key Operational Considerations	
Any		Any	Any of the following: high curbside activity, frequent buses, motor vehicle congestion, or turning conflicts <sup>‡</sup>	Protected Bicycle Lane
< 10 mph	Less relevant	No centerline, or single lane one-way	Pedestrians share the roadway	Shared Street
≤ 20 mph	≤ 1,000 – 2,000	No centerline, or single lane one-way	< 50 motor vehicles per hour in the peak direction at peak hour	Bicycle Boulevard
≤ 25 mph	≤ 500 – 1,500			Single lane each direction or single lane one-way
	≤ 1,500 – 3,000	Buffered or Protected Bicycle Lane		
	≤ 3,000 – 6,000	Protected Bicycle Lane		
	Greater than 6,000	Multiple lanes per direction		
Greater than 26 mph <sup>†</sup>	≤ 6,000	Single lane each direction	Low curbside activity, or low congestion pressure	Protected Bicycle Lane, or Reduce Speed
		Multiple lanes per direction		Protected Bicycle Lane, or Reduce to Single Lane & Reduce Speed
	Greater than 6,000	Any	Any	Protected Bicycle Lane, or Bicycle Path
High-speed limited access roadways, natural corridors, or geographic edge conditions with limited conflicts		Any	High pedestrian volume	Bike Path with Separate Walkway or Protected Bicycle Lane
			Low pedestrian volume	Shared-Use Path or Protected Bicycle Lane

\* While posted or 85th percentile motor vehicle speed are commonly used design speed targets, 95th percentile speed captures high-end speeding, which causes greater stress to bicyclists and more frequent passing events. Setting target speed based on this threshold results in a higher level of bicycling comfort for the full range of riders.

<sup>†</sup> Setting 25 mph as a motor vehicle speed threshold for providing protected bikeways is consistent with many cities' traffic safety and Vision Zero policies. However, some cities use a 30 mph posted speed as a threshold for protected bikeways, consistent with providing Level of Traffic Stress level 2 (LTS 2) that can effectively reduce stress and accommodate more types of riders.<sup>18</sup>

<sup>‡</sup> Operational factors that lead to bikeway conflicts are reasons to provide protected bike lanes regardless of motor vehicle speed and volume.

Figure 1 Designing for All Ages & Abilities, NACTO [https://nacto.org/wp-content/uploads/2017/12/NACTO\\_Designing-for-All-Ages-Abilities.pdf](https://nacto.org/wp-content/uploads/2017/12/NACTO_Designing-for-All-Ages-Abilities.pdf)



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works  
 Abdulkader Hashem, Senior Project Manager  
 VIA: Daniel Barros, City Manager  
 MEETING DATE: June 12, 2024  
 SUBJECT: Road Maintenance and Rehabilitation Account (RMRA) Project List

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## RECOMMENDATION

Staff recommends the City Council adopt:

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25  
 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017  
 PURSUANT TO CEQA GUIDELINE 15301 AND 15378**

## EXECUTIVE SUMMARY

Requirements have been imposed by the State as part of the State Gas Taxes that began collection on November 1, 2017. In order to receive an allocation of the Gas Tax revenue, a list of proposed projects to be funded with SB 1 funds must be adopted. For Fiscal Year 2024-25 the Town is projected to receive \$37,736 revenue in gas tax revenue and is included in the proposed budget (See attachment "C"). The Town is also required to demonstrate that the revenue and expenditures are included in the Fiscal Year 2024-25 Annual Budget. The 2024-25 SB-1 funds are programed for various roadway maintenance activities on portions of Serramonte Boulevard, Collins Avenue, and Junipero Serra Boulevard in Fiscal year 2024-25.

## FISCAL IMPACT

The 2024-25 Road Maintenance and Rehabilitation Account (RMRA) allocation of \$37,736 will be programmed for roadway maintenance activities on portions of Serramonte Boulevard, Junipero Serra Boulevard and Collins Avenue.

## BACKGROUND

On April 28, 2017, the Governor Signed into law Senate Bill (SB) 1, which is known as the Road Repair and Accountability Act of 2017. SB1 legislation increased the per-gallon fuel excise taxes (\$0.12 per gallon), as well as increased diesel fuel sales taxes and vehicle registration fees. The use of SB 1 funds - focus on using the new funds for basic road maintenance, rehabilitation, and

critical safety projects on both the State Highway and local streets and roads system. Jurisdictions and agencies that receive SB 1 funding are required to report back to the California Transportation Commission (CTC) on how those funds are to be expensed or how they were expensed, this required reporting is done on an annual basis.

On November 1, 2017, the State Controller (Controller) began to deposit various portions of this new funding into the Road Maintenance and Rehabilitation Account (RMRA). Although the exact amount has not been determined by the Controller for Fiscal Year 2024-25, the Town of Colma's RMRA apportionment will include an estimated \$37,736 funds that will be expensed per SB 1 Accountability and Transparency Guidelines, adopted on March 21, 2018.

## **ANALYSIS**

The Town of Colma must submit to the California Transportation Commission (CTC) a list of projects to be funded with RMRA funds. To simplify the reporting and administration of the RMRA funds, the proposed Project List consists of adding the RMRA funds to various maintenance activities on portions of Serramonte Boulevard, Collins Avenue, and Junipero Serra Boulevard, this programmed maintenance work is to take place during Fiscal year 2024-25.

If approved by the City Council, the adoption of the project list will appropriate \$37,736 in SB 1 to Serramonte Boulevard, Collins Avenue, and Junipero Serra Boulevard for various roadway maintenance needs. If approved, Town Staff by way of a Resolution, will provide the annual RMRA project list and expenditure reporting to the CTC.

## **ENVIRONMENTAL**

The City Council's adoption of the resolution is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) per CEQA Guideline 15378(b)(4) as a governmental fiscal activity. It is also exempt on an independent basis pursuant to CEQA Guideline 15301 as an action providing funding for the maintenance of existing streets.

## **REASONS FOR THE RECOMMENDED ACTION**

The recommended actions are a requirement of the State program implementing the tracking of expenditures for the Gas Tax increase adopted by the State Legislature. If the action is not taken prior to July 1, 2024, the Town could potentially lose the estimated RMRA Gas Tax Funds for Fiscal Year 2024-25.

## **COUNCIL ADOPTED VALUES**

By approving the RMRA funds to be used for Serramonte Boulevard, Collins Avenue, and Junipero Serra Boulevard Roadway Maintenance Work exhibits a visionary approach to using the allocated funds to promote safe roadway corridors for vehicles and bicyclists along Colma Boulevard.



## **CONCLUSION**

It is recommended that the City Council adopt a resolution approving the Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2024-2025.

## **ATTACHMENTS**

- A. Resolution Adopting Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2024-25
- B. RMRA Project List for FY 2024-25
- C. LSR Projected FY2024-25 Revenues - May 2024



**RESOLUTION NO. 2024-\_\_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED  
BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 PURSUANT TO  
CEQA GUIDELINE 15301 AND 15378**

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

**1. Background**

(a) Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

(b) SB 1 includes accountability and transparency provisions that will ensure the residents of our Town are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

(c) The Town must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

(d) The Town, will receive an estimated \$37,736 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

(e) This is the eighth year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

(f) The Town has undergone a robust public process to ensure public input into our community's transportation priorities identifying roadway rehabilitation projects through the Town's Capital Improvement Program; and

(g) The Town used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

(h) The Towns allotment of SB 1 funds will assist in the funding of the Serramonte Boulevard, Collins Avenue, and Junipero Serra Boulevard for various roadway maintenance needs, such as crack sealing, minor roadway and base repairs and resurfacing.

(i) The scope of work for the project will improve the pavement road condition, which will increase the Pavement Condition Index (PCI) along with vehicle safety for Serramonte Boulevard, Collins Avenue and Junipero Serra Boulevard, funding these enhancements are Gas Tax / RMRA eligible expenses; and

(i) The Fiscal Year 2024-25, SB 1 allocation is estimated at \$37,736 these proposed SB1 funds are to be designated for the "Serramonte Boulevard, Collins Avenue, and Junipero Serra Boulevard various roadway maintenance needs; and

(m) The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to local and statewide communities.

## **2. Findings and Order**

The City Council finds and orders that:

(a) The foregoing recitals are true and correct.

(b) The City Council hereby authorizes the transfer of FY 2024-25 SB 1 allocation of \$37,736 into Street Capital Fund (32).

(c) The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

### **RMRA 2024-25 New Proposed Project List**

#### **Project Title:**

Serramonte Boulevard, Collins Avenue, and Junipero Serra Boulevard Maintenance Project

**Project Description:** Implementation of roadway maintenance for Serramonte Boulevard, Collins Avenue, and Junipero Serra Boulevard including base repair and crack sealing.

#### **Project Location:**

Serramonte Boulevard from Junipero Serra Boulevard to Hillside Boulevard, Collins Avenue from Serramonte Boulevard to El Camino Real, and Junipero Serra Boulevard from the Northern border of Colma and Daly City to the Southern border of City of South San Francisco and Colma.

**Estimated Project Schedule:** Start 08/2024 – Completion 10/2024

**Estimated Useful Life:** 5-7 Years.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2024-\_\_\_\_ was duly adopted at a regular meeting of the City Council of the Town of Colma held on June 12, 2024, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor					
Ken Gonzalez, Vice Mayor					
Carrie Slaughter					
Helen Fisicaro					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

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

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

Michelle Estabillo, City Clerk



# Submittal Report

ATTACHMENT B

LSR-C17-FY24/25-5264-001

FY 24/25

## Submittal Details

<b>Program</b> Local Streets and Roads	<b>Agency</b> Town of Colma	<b>Date Created</b> 04/14/2024	<b>Date</b>	<b>Date</b>
<b>Address</b> 1198 El Camino Real	<b>City</b> Colma	<b>State</b> CA	<b>Zip Code</b> 94014	
<b>Contact</b> Brad Donohue		<b>Contact Title</b> Public Works Director		
<b>Contact Phone</b> (650) 757-8888		<b>Contact Email</b> brad.donohue@colma.ca.gov		
<b>Avg. Network PCI</b>		<b>Measurement Date</b>		
<b>Support Documentation</b> Attached are the Town of Colma adopted Resolution No. 2024-XX and Staff Report specifying the Serramonte Boulevard, Collins Ave, and Junipero Serra Boulevard Maintenance Project for approving Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2024-25 funded by SB 1 - Road Repair and Accountability Act of 2017.		<b>Additional Information</b> The Town's apportionment of RMRA fund will be allocated to the implementation of road rehabilitation for Serramonte Boulevard, Collins Ave, and Junipero Serra Boulevard Maintenance Project, to be constructed in FY 2024-24.		

# Project Details

Title	Description	Location	Component	Priority Status	Est. Schedule		Useful Life		Assem	Senate
					Start	Complete	Min	Max		
Serramonte Boulevard, Collins Ave, and Junipero Serra Boulevard Maintenance Project	This project will include: Pavement Rehab/Repair (Existing)   The Project scope includes crack sealing, minor roadway and base repairs and resurfacing.	Serramonte Boulevard, Collins Ave, and Junipero Serra Boulevard in Town of Colma	Construction	New 24/25	08/2024	10/2024	5	7	19	11



# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2024

	2023-24			2024-25		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>SAN LUIS OBISPO COUNTY</b>						
ARROYO GRANDE	530,831	444,754	975,584	539,864	474,868	1,014,733
ATASCADERO	887,191	746,658	1,633,848	902,357	797,214	1,699,571
EL PASO DE ROBLES	903,733	760,751	1,664,484	919,185	812,262	1,731,447
GROVER BEACH	370,958	309,399	680,357	377,242	330,349	707,591
MORRO BAY	308,178	255,912	564,090	313,376	273,240	586,616
PISMO BEACH	235,941	195,221	431,162	239,906	208,440	448,346
SAN LUIS OBISPO	1,371,411	1,159,198	2,530,609	1,394,956	1,237,688	2,632,644
County of San Luis Obispo	10,213,852	9,636,719	19,850,571	10,371,828	10,296,555	20,668,383
Total Cities & County: San Luis Obispo	14,822,094	13,508,612	28,330,706	15,058,715	14,430,616	29,489,331
<b>SAN MATEO COUNTY</b>						
ATHERTON	201,295	169,339	370,634	204,653	180,805	385,458
BELMONT	794,379	682,231	1,476,610	807,909	728,425	1,536,334
BRISBANE	141,007	117,720	258,727	143,342	125,691	269,033
BURLINGAME	881,527	758,107	1,639,634	896,562	809,439	1,706,001
COLMA	46,393	35,343	81,735	47,094	37,736	84,829
DALY CITY	2,936,457	2,543,769	5,480,225	2,986,906	2,716,008	5,702,914
EAST PALO ALTO	847,816	728,756	1,576,572	862,269	778,100	1,640,369
FOSTER CITY	949,618	817,391	1,767,010	965,829	872,737	1,838,566
HALF MOON BAY	335,301	285,142	620,443	340,956	304,449	645,406
HILLSBOROUGH	324,770	275,973	600,743	330,243	294,659	624,902
MENLO PARK	962,434	828,550	1,790,984	978,866	884,651	1,863,517
MILLBRAE	659,732	565,870	1,225,601	670,954	604,185	1,275,139
PACIFICA	1,088,503	938,313	2,026,816	1,107,112	1,001,847	2,108,959
PORTOLA VALLEY	129,473	107,677	237,150	131,609	114,968	246,577
REDWOOD CITY	2,338,130	2,025,007	4,363,137	2,378,291	2,162,121	4,540,411
SAN BRUNO	1,237,084	1,067,676	2,304,760	1,258,258	1,139,969	2,398,227
SAN CARLOS	867,457	745,857	1,613,315	882,250	796,359	1,678,609
SAN MATEO	2,961,085	2,565,212	5,526,297	3,011,960	2,738,904	5,750,863
SOUTH SAN FRANCISCO	1,858,872	1,607,736	3,466,608	1,890,757	1,716,596	3,607,354
WOODSIDE	154,712	128,781	283,493	157,266	137,501	294,767
County of San Mateo	16,397,563	12,917,881	29,315,444	16,666,212	13,802,380	30,468,592
Total Cities & County: San Mateo	36,113,609	29,912,329	66,025,938	36,719,299	31,947,529	68,666,828





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Stuart Schillinger, Acting Administrative Services Director  
 VIA: Dan Barros, City Manager  
 MEETING DATE: June 12, 2024, 2024  
 SUBJECT: FY 2024-2025 Proposed Capital Project Plan

## RECOMMENDATION

This item is a study session for informational purposes only. No City Council action is required; however, staff seeks City Council direction in preparing the FY 2024-25 Capital Budget for adoption in June 2024.

## EXECUTIVE SUMMARY

At tonight's City Council Meeting, the Council will receive a report that reviews the Town's overall Capital Project Plan for FY 2024/25 – FY 2028/29

Capital Projects are funded through Grants, Special Revenues and General Fund. The projected cost of the Capital Project Plan for each fiscal year is:

FY 2024/25 – \$8,760,000 - \$7,040,000 Grant Funded \$1,720,000 General Fund

FY 2025/26 - \$680,000 – General Fund Funded

FY 2026/27 - \$680,000 – General Fund Funded

FY 2027/28 - \$\$1,700,000 – General Fund Funded

FY 2028/29 - \$280,000 – General Fund Funded

The Project list has been updated from the last Council meeting to move the Sterling Park Recreation Center Furnace from the Operating to the Capital Project Budget and to include the Zoning Code Amendment.

## FISCAL IMPACT

Reviewing and providing direction on the Capital Project Plan does not impact the current FY 2023/24 Budget. Only projects listed in the FY 2024/25 budget will be included in the FY 2024/25 budget. Projects listed for future years will be reviewed during that year's budget process. Moving projects between fiscal years will have an impact on the year they are moved from and moved to. As discussed at the May 22<sup>nd</sup> meeting, approving the projects in FY

2024/25 will still leave the Town with approximately \$7.8 million in Unassigned Reserves for FY 2024/25.

## **BACKGROUND**

The Budget is an annual planning tool that communicates priorities and sets the Town's operating and spending policy for the year. The City Manager is responsible for presenting a budget to the City Council according to Colma Administrative Code Section 4.01 Division 2. The financial objective of the budget is to ensure that there are sufficient funds to meet ongoing spending. Special projects and capital programs, where spending is generally one-time in nature, typically can use reserves.

## **ANALYSIS**

### **Capital Projects Proposed**

#### **FY 2024-25**

- Solid Waste Franchise Agreement Update - \$50,000 – General Fund
- Colma Creek Channel Trash Capture - \$7,040,000 – Grant Funded
- Financial Software Replacement - \$500,000 – General Fund
- Storm Drain Assessment Phase II - \$70,000 – General Fund
- Town IT Infrastructure Upgrades - \$100,000 – General Fund
- Facility Security - \$200,000 – General Fund
- Sterling Park Recreation Center Furnace - \$25,000 – General Fund
- Zoning Code Amendment - \$25,000 – General Fund
- Serramonte Boulevard Phase 1 (Formally Collins Avenue Widening - \$500,000 – General Fund
- Annual Roadway Rehabilitation - \$250,000 General Fund

#### **FY 2025-26**

- Town IT Infrastructure Upgrades - \$50,000 – General Fund
- Storm Drain Assessment Phase III - \$70,000 – General Fund
- Phone System Upgrade - \$250,000 - General Fund
- Sign Board - \$150,000 - General Fund
- Annual Roadway Rehabilitation - \$225,000 - General Fund

**FY 2026-27**

- Town IT Infrastructure Upgrades - \$55,000 General Fund
- Community Center Painting - \$100,000 General Fund
- Solar Panel Backup Battery Install at Colma Community Center - \$300,000 General Fund
- Annual Roadway Rehabilitation - \$225,000 General Fund

**FY 2027-28**

- Town IT Infrastructure Upgrades – \$55,000 General Fund
- Corp Yard Car Wash Upgrade - \$170,000 General Fund
- HVAC System Replacement at Police Station - \$1,250,000 General Fund
- Annual Roadway Rehabilitation - \$225,000 General Fund

**FY 2028-29**

- Town IT Infrastructure Upgrades - \$55,000 General Fund
- Annual Roadway Rehabilitation - \$225,000 General Fund

**Reasons For the Recommended Action/Findings**

Receive feedback from the City Council regarding the proposed FY 2024-25 Capital Project Plan.

**Council Adopted Values**

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

- *Responsibility*: Making decisions after prudent consideration of their financial impact, considering the long-term financial needs of the agency, especially its financial stability.
- *Fairness*: Support the public’s right to know and promote meaningful public involvement.

**ATTACHMENTS**

- A. Capital Project Plan FY 2024/25 – FY 2028/29.





## Capital Project Funds to be included in Budget

Capital Improvement		FY 2023-24 Adopted Budget	FY 2024-25 Proposed Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast
<b>Revenues</b>							
	Intergovernmental		\$ 7,040,000				
	Transfer in General Fund		\$ 970,000	\$ 745,000	\$ 455,000	\$ 1,305,000	\$ 55,000
	<b>Total Revenues</b>		<b>\$ 8,010,000</b>	<b>\$ 745,000</b>	<b>\$ 455,000</b>	<b>\$ 1,305,000</b>	<b>\$ 55,000</b>
<b>Expenditure</b>							
	CIP - Solid Waste Franchise Agreement Update		\$ 50,000				
	CIP - Colma Creek Channel Trash Capture (Grant Funded)		\$ 7,040,000				
	CIP - Financial Software Replacement		\$ 500,000				
	CIP - Storm Drain System Assessment Phase II/III		\$ 70,000	\$ 70,000			
	CIP - Town's IT Infrastructure Upgrades		\$ 100,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
	CIP - Sterling Park Rec. Center Furnace		\$ 25,000				
	CIP - Facility Security		\$ 200,000				
	CIP - Community Center Painting				\$ 100,000		
	CIP - Corp Yard Car Wash Upgrade			\$ 220,000			
	CIP - HVAC System Replacement at PD					\$ 1,250,000	
	CIP - Solar Panel Backup Battery Install at CCC				\$ 300,000		
	CIP - Phone System Upgrade			\$ 250,000			
	CIP - Sign Board			\$ 150,000			
	CIP - Zoning Code Amendment		\$ 25,000				
	<b>Total Expenditures</b>	<b>\$ 569,000</b>	<b>\$ 8,010,000</b>	<b>\$ 745,000</b>	<b>\$ 455,000</b>	<b>\$ 1,305,000</b>	<b>\$ 55,000</b>
	<b>Surplus/(Deficit)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Street Capital</b>							
<b>Revenues</b>							
	Transfer in General Fund		\$ 750,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000
	<b>Total Revenues</b>		<b>\$ 750,000</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>
<b>Expenditure</b>							
	CIP - Collins Av Widening/Serramonte Phase I	\$ 150,000	\$ 500,000				
	CIP - Annual Roadway Rehab	\$ 225,000	\$ 250,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000
	<b>Total Expenditures</b>	<b>\$ 375,000</b>	<b>\$ 750,000</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>
	<b>Surplus/(Deficit)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## Description of Capital Projects

### **Solid Waste Franchise Agreement Update- New Project**

In 2016 the granted a Franchise Agreement to Allied Waste Services of North America, LLC (“Republic Services”) for recyclables, organic waste, and garbage collection and processing services within the Town of Colma. The term of the Franchise Agreement is for 10 years. In 2026, the Town will either have to go out to Request for Proposals (RFP) for a new Waste Hauler or renegotiate a new agreement with terms and conditions. Over the past 10 years new mandates and sustainable practices have been imposed upon municipalities up and down the State. The work in either amending the existing agreement or if the City Council chooses to go to RFP will be to identify those changes, rewrite the agreement and hold public outreach meetings. This work will need to be completed by the end of the 2025 so that the next step in securing our next Waste Haulers Franchise Agreement can meet an August of 2026 date, when our current agreement is to expire. Cost recovery may be amortized into the annual franchise fees thar are paid back to the Town.

**Budget: \$50,000 FY 2024-25 – General Fund**

### **Colma Creek Channel Trash Capture Device-New Project**

The Colma Creek Trash Capture Project will install a full trash-capture device in the Colma Creek Flood Control Channel near the southerly border of the Town of Colma. The watershed treated by the device includes portions of the Town of Colma, the City of Daly City, the City of South San Francisco, portions of unincorporated areas in the County of San Mateo and San Mateo Flood Control and Sea Level Rise Resiliency District (OneShoreline). These five agencies would receive trash reduction credit toward State-required reduction goals for trash discharge from storm drains. Other stakeholders include the San Francisco Bay Area Rapid Transit District (BART), the County of San Mateo Flood Control and Sea Level Rise Resiliency District (OneShoreline), and the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP).

**Budget: \$7.04 Million DY 2024-25 – Funded by CalTrans SHOPP Funds**

### **Financial Software Replacement**

The Town of Colma currently uses Eden Software provided by Tyler Technologies to record, manage and track all the City’s revenues, expenditures, and financial transactions. In March of 2022, the Town was notified by Tyler Technologies that the Eden Software will be retired by March 1, 2027. Therefore, the Town will need to replace our Software System prior to that date.

**Budget \$500,000 FY 2024-25 – General Fund**



## **Storm Drain System Assessment and Mapping Phase II**

The project will review and analyze the Town's 11 miles of the Storm Drain System. The process will begin with starting to assess the current Storm Drainage system by way of internally videotaping the system in its current State. The video will provide several insights; it will unveil any needed repairs and unrecorded blind or illegal connections. The videotaping equipment used to view the interior of the storm drain lines will also have the capabilities of recording the data and allowing the data to be mapped in the Town's Geographical Information System (GIS). The findings that come through the videotaping process will allow staff to budget for repairs or enhancements to the storm drain system. The project is broken down into three phases. The 2025-26 annual CIP will be focused on Phase Three of the three phases.

**Budget:           \$70,000 FY 2024-25 – General Fund**

**\$70,000 FY 2025-26 – General Fund**

## **Town IT Infrastructure Upgrades**

The ongoing maintenance of computers, as well as the Town's backbone network, requires periodic upgrades to ensure that operations continue. Staff has estimated the cost of FY 2024-25 higher due to the Police needing a complete replacement of its computer hardware. The project includes:

- Replacement of desktop computers and other equipment.
- Technology needs in the Town Hall facility and other Town-owned facilities
- Update software
- Update and upgrade servers, switches and routers

**Budget:           \$100,000 FY 2024-25 – General Fund**

**\$ 55,000 FY 2025-26 - General Fund**

**\$ 55,0000 FY 2026-27 - General Fund**

**\$ 55,000 FY 2027-28 - General Fund**

**\$ 55,000 FY 2028-29 - General Fund**

## **Sterling Park Recreation Center -New Furnace**

The existing gas furnace at the Sterling Park Recreation Center is nearing 30 years in age. The current furnace has been less than efficient over the last several years and maintenance costs have risen. The new gas furnace will have to comply with the current 2022 Building Code and meet all of the States Green Building mandates. Costs for the new furnace will be inclusive of new equipment, associated sheet metal work, any required sub trades, and all labor costs.

**Estimated Cost: \$25,000 FY 2024-25 – General Fund**

### **Facility Security**

Security enhancements throughout Town facilities are necessary and will not only aid in overall security but provide better functionality and operation for staff. Modernized access controls, like that of the newly opened Town Hall, will be integrated at the Colma Community Center, Sterling Park Community Center and Restrooms, and the Public Works Corporation Yard. Systematically, the Town will be moving away from hard, physical keys where possible and utilizing the RFID scan card system that will also act as an employee's ID badge. This will allow the systems administrator to authorize certain levels of access to each employee profile and deactivate such access immediately upon separation from the Town. These digitized access controls also offer greater data available for who has accessed which space and could be beneficial for contact tracing efforts, if needed. In addition to access controls, The Colma Community Center needs physical modifications to their recreation services counter. The current counter lacks appropriate safety barriers for employees. The changes would include a new reception desk, integrated with a locked door and full sliding services window glazing system. The changes will make a secure employee space equipped with four (4) fully functioning workstations delineated from the public lobby.

**Budget: \$200,000 FY 2024-25 – General Fund**

### **Community Center Painting**

The work will include minor repairs and stucco crack sealing, painting of the exterior, re-staining of the back deck, painting of miscellaneous iron work, guard and handrails.

**Budget \$100,000 FY 2026-27 – General Fund**

### **Corp Yard Car Wash**

Under the Town of Colma's Municipal Regional Permit (a State permit to discharge Storm Water), it is required that municipalities provide washdown facilities for various pieces of equipment. Currently, the Public Works department follows the State Stormwater mandates but the effort to stay in compliance is a tedious and time-consuming effort. A washdown station will be constructed on site in the Corporation yard, the drive-in wash area would have a roof over the washdown area and floor drains that are connected to a clarifier (prevents oil and grease to flow into the sanitary system), allowing the gray water from the washdown area to enter the sanitary sewer system. This project increased by \$50,000 from the previous CIP due to escalating costs in labor and materials.

**Budget : \$220,000 FY 2025-26 - General Fund.**

### **HVAC System Replacement at PD**

The HVAC system at the Colma Police Station is showing signs of failure due to exposure from the weather, quality of the equipment and everyday normal use, (because the Department is open 24 hours, some of the units are used continuously). The other issue that will face the Department is the current HVAC system uses R-22 refrigerant. Production of R-22 refrigerant will not be manufactured after 2020 due to its harmful effects to the environment. The project will be broken into two phases, phase one plan and specification, phase two construction.

**Budget: \$1,250,000 FY 2027-28 – General Fund**

### **Solar Panel Backup Install at CCC**

The construction carport solar array is programmed to be completed in Summer/Fall of 2024. To gain full advantage of capturing solar power, a battery backup system is essential in providing power to the Colma Community Center Facility 24/7 and during power outages. The project would include preliminary engineering, building modifications to harbor the bank of batteries and equipment purchase and installation.

**Budget: \$300,000 – FY 2026-27 – General Fund**

### **Phone System Upgrade**

The Town of Colma is seeking proposals to migrate its on premise phone system to a cloud hosted solution. The Town envisions this project as central in our efforts to adapt to and accommodate evolving working environments. This project will also allow the Town to leverage the flexibility and resiliency of a cloud-based infrastructure to better deliver services to our community.

Successful implementation will enable Town staff to retain all features it currently deploys with our existing phone system, while adding modernized tools for remote accessibility, unified communications, and secure system administration.

This project will be implemented in a phased Request for Proposals approach. An internal study will be conducted as part of this project, wherein stakeholders from all affected departments will assist in identifying key features necessary or desired for a future phone system. The proposal, vendor selection, and implementation phase will be overseen by a designated Town project manager.

**Budget: \$250,000 FY 2025-26 - General Fund**

### **Sign Board**

The programmed area to install an electronic message sign board is above the Colma Police Department. The purpose of the sign is to promote Town sponsored events or celebrations. The

proposed signage would replace the current plywood signage and allow the sponsor to be creative in how they would like to advertise or promote their event. The programming of the sign could also be done remotely and like most of the newer electronic signage you can program the sign to promote several events at the same time. The approximate size of the sign would be 5' foot by 10' foot in size.

**Budget to design, purchase and install \$150,000 FY 2025-26 - General Fund**

### **Zone Code Amendment:**

After approval of the Town's Zone Code, it has been determined to update the Sign Ordinance and consolidate it into the Zoning Code. The updating Sign Ordinance includes all commercial districts, cemeteries, Town's Right of Way and wayfinding signage.

**Budget: \$25,000 FY 2024-25 - General Fund**

### **Serramonte Boulevard Phase 1- (formally Collins Avenue widening)**

#### Phase 1A

The first phase of this project is centered on Serramonte Boulevard from Junipero Serra Boulevard to El Camino Real and the removal of the slip lane between Serramonte Boulevard and Collins Avenue. The project would incorporate various amenities such as signaling the Serra Center Entrance on Serramonte Boulevard, installation of two high visibility crosswalks, continuous bicycle paths on both side of the roadway, lane reduction on both directions with a center turn lane in the middle of the roadway bio retention buffering the bicycle pathways and various other enhancements. City Council wanted to see how the roadway would function with the inclusion of all the various improvements. The Quick Build will simulate what these changes through various methods such as resurfacing the roadway to erase the current lane configuration, enhanced striping and vertical delineation to delineate bicycle paths and roadway bio-retention areas. The quick build is programmed to stay in place for approximately 2 years. Staff will monitor the quick build changes and make needed improvements when we go to construct the final roadway improvements. This process will allow the City Council, staff, and community to evaluate the improvements and make changes to the permanent solution. Once Phase 1 is constructed and completed, Phase 2, the final build out of this portion of Serramonte Boulevard will take place. Project plans and specifications for Phase 1 are estimated to be completed in the July 2024 timeframe. Initial estimates on the construction of the project have escalated in cost from the original estimates several years ago.

**Additional Budget \$500,000 FY 2024-25 – General Fund**

## **Annual Roadway Rehabilitation**

Will start assembling plans and specifications for the Colma Boulevard and 400 Block of Serramonte Boulevard minor roadway repairs and surface treatment. This project was originally programed for FY 2023-24, the project was reprogrammed for FY 2024-25. The budget for this project is \$25,000 higher than anticipated due to an increase in oil prices and the cost of labor. Future years are budgeted at \$225,000.

**Budget:           \$250,000 FY 2024-25 – General Fund**

**\$225,000 FY 2025-26 - General Fund**

**\$225,000 FY 2026-27 - General Fund**

**\$225,000 FY 2027-28 - General Fund**

**\$225,000 FY 2028-29 - General Fund**

