



**AGENDA  
REGULAR MEETING  
CITY COUNCIL OF THE TOWN OF COLMA**

**Wednesday, April 14, 2021  
7:00 PM**

*On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means. Pursuant to the Shelter-in-Place Orders issued by the San Mateo County Health Officer on March 16, 2020 and March 31, 2020, the statewide Shelter-in-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, the Council Chamber will not be open to the public for this Town of Colma City Council Meeting. The purpose of these orders was to provide the safest environment for Council Members, staff and the public while allowing for public participation.*

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

**Join Zoom Meeting: <https://us02web.zoom.us/j/81289976261>  
Passcode: 074407**

**Meeting ID: 812 8997 6261  
Passcode: 074407**

**One tap mobile**

**+16699006833,,81289976261#,,,,,0#,,074407# US (San Jose)**

**+13462487799,,81289976261#,,,,,0#,,074407# US (Houston)**

**Dial by your location**

**+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 (Germantown)**

**Meeting ID: 812 8997 6261  
Passcode: 074407**

**Find your local number: <https://us02web.zoom.us/u/kco5bgxkcc>**

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

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

## **ADOPTION OF AGENDA**

## **PRESENTATION**

- Proclamation in recognition of the 100<sup>th</sup> Anniversary of V. Fontana & Co.

## **PUBLIC COMMENTS**

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

## **CONSENT CALENDAR**

1. Motion to Accept the Minutes from the March 14, 2021 Regular Meeting.
2. Motion to Approve Report of Checks Paid for March 2021.
3. Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the First Quarter of 2021.
4. Motion to Adopt a Resolution Approving Contract for Landscape Maintenance Services with Segale & Cerini, Inc.

## **NEW BUSINESS**

### **5. UNFUNDED LIABILITIES POLICY AND STRATEGY**

*Consider:* Motion to Adopt a Resolution Amending the Town's Budget Procedure and Reserve Policies (Administrative Code (CAC) Subchapter 4.01).

## **STUDY SESSION**

### **6. SEWER SERVICE ENTERPRISE FUND**

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

## **REPORTS**

Mayor/City Council

City Manager

## **ADJOURNMENT**

The City Council Meeting Agenda Packet and supporting documents are available for review on the Town's website [www.colma.ca.gov](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 Caitlin Corley, City Clerk at 650-997-8300 or email a request to [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov).

### Reasonable Accommodation

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

**MINUTES  
REGULAR MEETING**

City Council of the Town of Colma  
Meeting Held Remotely via Zoom.us

**Wednesday, March 24, 2021**

**Closed Session – 6:00 PM**

**Regular Session – 7:00 PM**

**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, Police Chief, and any other Local Agency Executive)

**PLEDGE OF ALLEGIANCE AND ROLL CALL – 7:00 PM**

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

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

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

The Mayor announced, "Welcome to another of our completely remote Council Meeting. A few notes about tonight's meeting: We are accepting public comments through email— please email [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov) to submit a public comment. You can also use the chat function to chat directly to our city clerk and she will be able to let us know that you would like to make a comment when your item comes up in the agenda. Thank you."

**REPORT FROM CLOSED SESSION**

Mayor Colvin states, "No action was taken at the Closed Session this evening."

**ADOPTION OF THE AGENDA**

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

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

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

## PRESENTATION

- The Mayor delivered a message of solidarity with the Asian American Community, in response to the increase in hate crimes and violence against Asian and Asian American people.
- Town Representative on the Board of Trustees, Laura Walsh introduced Brian Weber, District Manager of the San Mateo County Mosquito and Vector Control District to give an update on the District's activities.
- The Mayor presented a proclamation in Honor of Women's History Month, which highlighted a famous underground resident Alma Spreckels, who gifted San Francisco with the iconic Palace of Legion of Honor Museum.
- The Mayor announced that the Town would again participate in the annual National Mayor's Challenge for Water Conservation.

## PUBLIC COMMENTS

Mayor Colvin opened the public comment period at 7:35 p.m. and seeing no one request to speak, she closed the public comment period.

## CONSENT CALENDAR

2. Motion to Accept the Minutes from the March 10, 2021 Regular Meeting.

**Action:** Council Member del Rosario moved to approve the Consent Calendar item #2; the motion was seconded by Council Member Goodwin and carried by the following vote:

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

## **STUDY SESSION**

### **3. ECONOMIC DEVELOPMENT**

City Manager Brian Dossey and Peter Ingram of CSG Consulting presented the staff report. Mayor Colvin opened the public comment period at 8:13 p.m. and seeing no one request to speak, she 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, April 14, 2021 at 7:00 p.m. and it will be held remotely.

## **REPORTS**

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

- There will be an El Camino Real Presentation on Friday, March 26; City Planner Michael Laughlin will present the Colma section.
- Kudos to the Colma Police Department, especially Officer Kim Trask, for putting on a successful food drive for the North Peninsula Food Pantry and Dining Center of Daly City.
- COVID-19 cases are trending down, as the vaccine roll out continues. Colma's vaccination rate is an impressive 78%.
- The Recreation Department is hosting a drive through Eggstravaganza event on April 3. We're hopeful that in person events will be able to resume later this year.

## **ADJOURNMENT AND CLOSE IN MEMORY**

Mayor Colvin adjourned the meeting at 9:33 p.m. and closed in memory of memory of Joseph Tanzi, former husband of Carol Tanzi, good friend of Vice Mayor Fiscaro. She also asked for a moment of silence in memory of the 8 victims of the tragic attack on Asian spas in Atlanta, and the 10 victims of the mass shooting in Boulder.

Respectfully submitted,

Caitlin Corley  
City Clerk



Final Check List  
Town of Colma

apChkLst  
03/02/2021 8:19:47AM

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
52897	3/2/2021	00003	9020	2/12/2021	REMOVE CHRISTMAS LIGHTS	450.00	450.00
52898	3/2/2021	00004	000016034189	2/13/2021	C3-AB-12-10-TS-01	1,523.02	1,523.02
52899	3/2/2021	00051	E6544607057	3/1/2021	CA WATER	462.18	
			1727052702	2/10/2021	CA WATER	99.52	561.70
52900	3/2/2021	00112	491699	2/4/2021	PD ACCOUNT #140503	49.00	49.00
52901	3/2/2021	00226	Feb 11 & 14, 202	2/25/2021	UNIFORM PANTS AND POLO	113.61	113.61
52902	3/2/2021	00254	COMMUNICA210314	3/1/2021	MAINTENANCE CONTRACT	602.00	602.00
52903	3/2/2021	00307	02/19/2021	2/19/2021	PG&E	88.96	88.96
52904	3/2/2021	00345	March 8-11, 202	2/24/2021	MARCH 8-11, 2021 MORENO (	275.00	275.00
52905	3/2/2021	00349	16564	1/29/2021	LANDSCAPE SERVICES	16,410.00	16,410.00
52906	3/2/2021	00364	PS-INV103578	1/31/2021	LAB FEES	720.00	720.00
52907	3/2/2021	00432	817716571	2/19/2021	VISION SERVICE PLAN	1,003.47	
			811716575	2/19/2021	VSP COBRA	77.19	1,080.66
52908	3/2/2021	00534	SMC INFORMATION SERVICE 1YCL12101	2/5/2021	MICRO CHANNEL & LINES	801.25	801.25
52909	3/2/2021	01030	2101128	2/20/2021	MONTHLY SERVICE CONTRA	5,893.80	5,893.80
52910	3/2/2021	01036	MANAGED HEALTH NETWORKIPRM-060480	2/14/2021	EMPLOYEE ASSISTANCE PRO	99.20	99.20
52911	3/2/2021	01037	COMCAST CABLE	02/25-03/24 427	8155 20 022 0097028 427 F ST	240.06	
				02/25-03/24 intel	8155 20 022 0097051 Internet	240.06	
				02/17-03/16/21	8155 20 022 0188769 HD TECI	55.14	
				02/27-03/26 XFII	8155 20 022 0002770 1520 HIL	10.94	546.20
52912	3/2/2021	01370	VERIZON WIRELESS SERVICE19873413840	2/15/2021	CELL PHONE SERVICE	342.09	342.09
52913	3/2/2021	01548	HEART OF SAN MATEO COUN589	2/9/2021	FY 2020/2021 MEMBERSHIP I	533.00	533.00
52914	3/2/2021	01565	BAY CONTRACT MAINTENAN125220	2/22/2021	COVID-19 BASE LINE DECON	225.00	225.00
52915	3/2/2021	02499	GE CAPITAL INFORMATION 104675528	2/12/2021	A12 STERLING PARK COPY M	76.06	76.06
52916	3/2/2021	02714	MARCHETTI, DAWN	Feb 8-11, 2021 F	FEB 8-11, 20921 MILEAGE RE	173.38	
				Feb 21, 2021 Re	02.21.21 PIZZA FOR VICTIM A	50.00	223.38
52917	3/2/2021	02787	AECO SYSTEMS, INC.	2/22/2021	TOWN HALL ASSIST WITH EL	362.50	362.50
52918	3/2/2021	02803	GYMDOC, INC.	2/19/2021	02/18/21 SEMI ANNUAL PREVE	135.00	135.00
52919	3/2/2021	03061	NICK BARBIERI TRUCKING, LI2226164	2/15/2021	PW GAS PURCHASES 1-15	168.49	168.49
52920	3/2/2021	03117	KITTELSON & ASSOCIATES, I0116146	2/19/2021	JANUARY 2021 COLMA GPU S	107.50	107.50
52921	3/2/2021	03224	DECORATIVE PLANT SERVICE10023590	3/1/2021	MAINTENANCE GUARANTEEI	157.31	157.31
52922	3/2/2021	03267	ACC BUSINESS	2/27/2021	ETHERNET ACCESS	674.58	674.58
52923	3/2/2021	03301	NINYO & MOORE GEOTECHN 246889	2/26/2021	JANUARY 2021 GEOTECHNIC	1,146.00	1,146.00

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
52924	3/2/2021	03373	145.06	1/19/2021	MISSION ROAD BICYCLE & PI	288,094.57	562,302.23
			145.07	2/19/2021	MISSION ROAD BICYCLE & PI	274,207.66	
3022021	3/2/2021	00282	CALIFORNIA PUBLIC EMPLOY 1000000163386	2/16/2021	MEDICAL INSURANCE	5,907.49	5,907.49

Sub total for TRI COUNTIES BANK: 601,575.03



29 checks in this report.

Grand Total All Checks: 601,575.03

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
52925	3/9/2021	00003	8783	2/26/2021	PD INSTALLED NEW 2" PVD C	3,765.50	3,765.50
52926	3/9/2021	00013	February 2021	2/28/2021	TIRE SERVICE	79.38	79.38
52927	3/9/2021	00093	CITY OF SOUTH SAN FRANCISCO	2/24/2021	TRAFFIC SIGNAL MAINTENANCE	750.00	750.00
52928	3/9/2021	00130	EMPLOYMENT DEVELOPMENT	3/1/2021	OCT 1- DEC 31, 2020 UNEMPI	7,544.50	7,544.50
52929	3/9/2021	00181	IEDA	3/1/2021	LABOR RELATIONS CONSULT	1,520.00	1,520.00
52930	3/9/2021	00280	OFFICE DEPOT, INC.	2/24/2021	OFFICE SUPPLIES	313.45	315.83
52931	3/9/2021	00307	PACIFIC GAS & ELECTRIC	2/24/2021	OFFICE SUPPLIES	2.38	2,284.02
52932	3/9/2021	00334	S.B.R.P.S.T.C.	2/24/2021	PG&E	2,284.02	105.00
52933	3/9/2021	00364	SMC SHERIFF'S OFFICE	3/1/2021	3/29-4/1/21 RADAR/LIDAR CO	105.00	570.00
52934	3/9/2021	00365	SMCLETMA C/O BURLINGAME	2/28/2021	LAB FEES	570.00	125.00
52935	3/9/2021	00411	TURBO DATA SYSTEMS	2/28/2021	2021 SMCLETMA MEMBERSH	125.00	509.16
52936	3/9/2021	00500	SMC CONTROLLERS OFFICE	3/2/2021	CITATION PROCESSING	509.16	2,872.70
52937	3/9/2021	01037	COMCAST CABLE	2/26/2021	ALLOCATION OF PARKING PE	2,872.70	15,230.55
52938	3/9/2021	01340	NAVIA BENEFIT SOLUTIONS	2/27/2021	8155 20 022 0094769 TOWN C	245.06	15,475.61
52939	3/9/2021	01565	BAY CONTRACT MAINTENANCE	2/28/2021	8155 20 022 0097069 INTERNI	117.70	117.70
52940	3/9/2021	01629	R. J. RICCIARDI INC., CPAS	1/10/2021	JANITORIAL SERVICES	7,530.83	16,507.82
52941	3/9/2021	02216	RAMOS OIL CO. INC.	1/10/2021	COVID-19 BASE LINE DECON	6,285.64	9,491.75
52942	3/9/2021	02499	GE CAPITAL INFORMATION	12/10/2020	JANITORIAL SERVICES	2,661.35	4,656.39
52943	3/9/2021	02585	NHA ADVISORS, LLC	2/22/2021	COVID-19 PREVENTATIVE CL	30.00	1,061.46
52944	3/9/2021	02787	AECO SYSTEMS, INC.	2/28/2021	AUDIT SERVICES	9,491.75	2,100.00
52945	3/9/2021	02837	BURNSIDE, REBECCA MARY	2/10/2021	PD GASOLINE PURCHASES 1	1,700.43	45.00
52946	3/9/2021	02849	U.S. BANK PARS ACCOUNT, 6	2/28/2021	PD GASOLINE PURCHASES 2	1,510.39	1,117.75
				2/20/2021	PD GASOLINE PURCHASES 1	1,445.57	61,496.92
				2/23/2021	A11 TOWN HALL COPY MACH	512.58	
				2/24/2021	A9 PD COPY MACHINE RENT,	274.44	
				2/28/2021	A10 CCC COPY MACHINE	274.44	
				3/3/2021	2015 COP-MSRB 2020 CONTII	2,100.00	
				3/1/2021	POLICE STATION FIRE ALARM	45.00	
				3/3/2021	FEBRUARY 2021 HR RECRUIT	1,117.75	
				3/8/2021	OPEB CONTRIBUTION	61,496.92	

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
52947	3/9/2021	02935	EMCOR SERVICES-MESA ENE013551630	5/6/2020	1198 EL CAMINO 5/01/20-6/30/	4,800.00	
			013593695	2/22/2021	INSTALL NEW COMPRESSOR	2,781.00	
			013551627	5/6/2020	1199 EL CAMINO HVAC PREV	2,766.50	
			013551626	5/6/2020	1520 HILLSIDE BLVD. HVAC P	1,800.00	
			013593694	2/22/2021	DISPATCH OFFICE COOLING	377.00	12,524.50
52948	3/9/2021	02970	PRODUCTIVE PRINTING & GR35183	3/5/2021	BUSINESS CARDS	212.11	212.11
52949	3/9/2021	03015	U.S. BANK CORPORATE PMT	02/22/21	CREDIT CARD PURCHASE	1,933.67	
			02/22/21 Wollme	2/22/2021	CREDIT CARD PURCHASE	1,390.40	
			02/22/21 Gotelli	2/22/2021	CREDIT CARD PURCHASE	804.51	
			02/22/21 Gogan	2/22/2021	CREDIT CARD PURCHASE	269.11	
			02/22/21 Navarr	2/22/2021	CREDIT CARD PURCHASE	167.83	
			02/22/21 Lum	2/22/2021	CREDIT CARD PURCHASE	125.00	
			02/22/21 Corley	2/22/2021	CREDIT CARD PURCHASE	17.10	
			02/22/21 Dossey	2/22/2021	CREDIT CARD PURCHASE	15.00	4,722.62
52950	3/9/2021	03034	FLEX ADVANTAGE	128825	FLEX PROCESSING FEES	190.00	190.00
52951	3/9/2021	03335	SAN MATEO COUNTY FLOOD FY2021-005	2/26/2021	FY Start-up Funding	25,000.00	25,000.00
52952	3/9/2021	03399	ADASTRAGOV INC.	2020-10104	LABOR COSTING MODULE	5,333.00	5,333.00
<b>Sub total for TRI COUNTIES BANK:</b>						<b>180,493.72</b>	

28 checks in this report.

Grand Total All Checks: 180,493.72

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
52953	3/12/2021	01340	NAVIA BENEFIT SOLUTIONS 03122021 H	3/12/2021	FLEX 125 PLAN: PAYMENT	703.60	
			03122021 D	3/12/2021	DEPENDENT CARE: PAYMENT	292.31	995.91
52954	3/12/2021	01375	NATIONWIDE RETIREMENT SOLL 03122021 B	3/12/2021	NATIONWIDE: PAYMENT	3,125.00	
			03122021 M	3/12/2021	NATIONWIDE: PAYMENT	950.00	4,075.00
52955	3/12/2021	02377	CALIFORNIA STATE DISBURSEMF 03122021	3/12/2021	WAGE GARNISHMENT: PAYMENT	547.84	547.84
52956	3/12/2021	02944	PEACE OFFICERS RESEARCH, A 03122021	3/12/2021	PORAC: PAYMENT	33.00	33.00
52957	3/12/2021	02945	PORAC LEGAL DEFENSE FUND 03122021	3/12/2021	PORAC LDF: PAYMENT	172.80	172.80
94355	3/12/2021	00521	UNITED STATES TREASURY 03122021 M	3/12/2021	FEDERAL TAX: PAYMENT	908.55	908.55
94356	3/12/2021	01360	VANTAGE TRANSFER AGENTS 03122021 M	3/12/2021	ICMA CONTRIBUTION: PAYMENT	464.42	464.42
94357	3/12/2021	00631	P.E.R.S. 03122021 M	3/12/2021	PERS MISC NON-TAX: PAYMENT	694.17	694.17
94358	3/12/2021	00282	CALIFORNIA PUBLIC EMPLOYEE 03122021 M	3/12/2021	ANTHEM TRADITIONAL: PAYMEN	8,141.33	8,141.33
94359	3/12/2021	00130	EMPLOYMENT DEVELOPMENT D 03122021	3/12/2021	CALIFORNIA STATE TAX: PAYMEI	13,649.20	13,649.20
94360	3/12/2021	00521	UNITED STATES TREASURY 03122021 B	3/12/2021	FEDERAL TAX: PAYMENT	60,724.85	60,724.85
94361	3/12/2021	00282	CALIFORNIA PUBLIC EMPLOYEE 03122021 B	3/12/2021	ANTHEM TRADITIONAL: PAYMENT	67,075.28	67,075.28
94362	3/12/2021	00631	P.E.R.S. 03122021 B	3/12/2021	PERS - BUYBACK: PAYMENT	44,172.05	44,172.05
94363	3/12/2021	01360	VANTAGE TRANSFER AGENTS 03122021 B	3/12/2021	ICMA CONTRIBUTION: PAYMENT	5,132.92	5,132.92
94364	3/12/2021	00068	COLMA PEACE OFFICER'S 03122021	3/12/2021	COLMA PEACE OFFICERS: PAYM	606.83	606.83

Sub total for TRI COUNTIES BANK:

207,394.15

15 checks in this report.

Grand Total All Checks: 207,394.15

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
52958	3/16/2021	00020	ASSOCIATED SERVICES INC 121030079	3/1/2021	WATERLOGIC RENTAL	40.00	
			121030078	3/1/2021	MTN H/C BWC	9.00	49.00
52959	3/16/2021	00051	CALIFORNIA WATER SERVICE 02/25/2021	2/25/2021	WATER BILL	5,346.02	5,346.02
52960	3/16/2021	00112	DEPARTMENT OF JUSTICE 496918	3/4/2021	PD ACCOUNT #140503	96.00	96.00
52961	3/16/2021	00174	HOME DEPOT CREDIT SERVI Feb 18-24, 2021	2/26/2021	PW SUPPLY PURCHASES	140.34	140.34
52962	3/16/2021	00254	METRO MOBILE COMMUNICA 45242	3/11/2021	SHOEI HELMET, RJ PLATINUM	959.97	959.97
52963	3/16/2021	00307	PACIFIC GAS & ELECTRIC 0567147369-1	3/2/2021	PG&E	171.17	171.17
52964	3/16/2021	00309	PAUL'S FLOWERS 14993	1/31/2021	01/19/2021 VASE ARRANGEM	81.94	81.94
52965	3/16/2021	00388	SONITROL 1361917	3/2/2021	MONTHLY MONITORING	1,109.81	1,109.81
52966	3/16/2021	00412	TELECOMMUNICATIONS ENG 47000	3/10/2021	Facilities Mgmt & Maintenance	1,515.00	1,515.00
52967	3/16/2021	00414	TERMINEX INTERNATIONAL L 405460531	3/10/2021	PEST CONTROL	244.00	
			405460532	3/10/2021	601 F St.	79.00	323.00
52968	3/16/2021	00464	HINDERLITER, DE LLAMAS SIN007030	2/28/2021	SALES TAX SERVICES	4,164.70	4,164.70
52969	3/16/2021	00534	SMC INFORMATION SERVICE: 1YCL12102	3/5/2021	MICRO CHANNEL & LINES	801.25	801.25
52970	3/16/2021	00623	ARAMARK February 2021	2/28/2021	UNIFORM SERVICE	431.68	
			518000010540	2/15/2021	#860095829 STERLING PARK	15.90	447.58
52971	3/16/2021	00830	STAPLES BUSINESS CREDIT 1633394968	2/25/2021	OFFICE SUPPLIES	386.44	386.44
52972	3/16/2021	01183	BEST BEST & KRIEGER LLP 899974	3/10/2021	CITY ATTORNEY SERVICES	19,527.00	
			899975	3/10/2021	CITY ATTORNEY SPECIAL SE	156.00	
			899976	3/10/2021	FEBRUARY 2021 ADV. FRIENI	117.21	19,800.21
52973	3/16/2021	01808	THIRD DEGREE COMMUNICA 9342	2/18/2021	04/06/21 TRASK MENTAL WEI	225.00	225.00
52974	3/16/2021	02082	VINCE'S OFFICE SUPPLY, INC 1674449	1/6/2021	OFFICE SUPPLIES	164.12	164.12
52975	3/16/2021	02118	BAY AREA NEWS GROUP 0001286158	2/28/2021	FEB 9-15, 2021 PUBLIC HEAR	303.02	303.02
52976	3/16/2021	02182	DALY CITY KUMON CENTER January 2021	3/15/2021	TUTORING	3,460.00	
			February 2021	3/15/2021	TUTORING	3,180.00	6,640.00
52977	3/16/2021	02468	ULINE, INC. 130753297	3/1/2021	20 BOXES EXTRA TOUGH 8 M	743.28	743.28
52978	3/16/2021	02499	GE CAPITAL INFORMATION 5061519039	3/1/2021	TH COPY FEES	1,217.29	1,217.29
52979	3/16/2021	02542	JOHNSON CONTROLS SECUR 35636968	3/6/2021	FIRE SYSTEM AT SR. HOUSIN	551.61	551.61
52980	3/16/2021	02799	WAVE 103745301-000E	3/2/2021	RIMS INTERNET W/SSF	400.00	400.00
52981	3/16/2021	02827	CORODATA SHREDDING, INC. RS3258330	2/28/2021	STORAGE, PICKUP/DELIVER	153.16	153.16
52982	3/16/2021	02863	PLACEWORKS, INC. 74625	2/28/2021	GENERAL PLAN UPDATE SUF	2,932.50	2,932.50
52983	3/16/2021	02999	RECYCLE AWAY, LLC 0057080	3/10/2021	MANCHESTER SIDELOAD DC	4,106.12	
			57881	3/11/2021	ERGO CAN TWO-STREAM RE	849.50	4,955.62
52984	3/16/2021	03061	NICK BARBIERI TRUCKING, LI2229107	2/28/2021	PW GAS PURCHASES	266.95	266.95

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
52985	3/16/2021	03204	WATERLOGIC AMERICAS LLC541655	3/7/2021	SERVICE AGREEMENT 42726	213.90	213.90
52986	3/16/2021	03273	THE HOME DEPOT PRO 602813974	3/1/2021	PW PURCHASES	343.12	343.12
52987	3/16/2021	03392	ROMEO PACKING COMPANY 150202	3/1/2021	12.5 GAL RANGER PRO (2.5 c	409.69	409.69

Sub total for TRI COUNTIES BANK: 54,911.69



30 checks in this report.

Grand Total All Checks: 54,911.69

Bank : first TRI COUNTIES BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
52988	3/18/2021	03034	April 2021	3/18/2021	HEALTH REIMBURSEMENT AI	58,362.78	58,362.78
Sub total for TRI COUNTIES BANK:						58,362.78	58,362.78

1 checks in this report.

Grand Total All Checks: 58,362.78

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
52989	3/23/2021	00004	AT&T	000016183040	3/13/2021	C3-A/B-12-10-TS-01	1,522.81
52990	3/23/2021	00051	CALIFORNIA WATER SERVICE	1727052702	3/11/2021	CA WATER	100.06
52991	3/23/2021	00307	PACIFIC GAS & ELECTRIC	03/10/2021	3/10/2021	PG&E	3,190.91
				03/11/2021	3/11/2021	PG&E	1,403.57
52992	3/23/2021	01037	COMCAST CABLE	03/11-04/10 601	3/7/2021	8155 20 022 0096715 601 F ST	110.06
52993	3/23/2021	01355	THE BANK OF NEW YORK ME	04/15/2021 COP	4/15/2021	COP PAYMENT	207,183.24
52994	3/23/2021	01414	VERANO OWNERS ASSOCIAT 4		4/1/2021	VERANO OWNERS ASSOCIAT	350.00
52995	3/23/2021	01565	BAY CONTRACT MAINTENAN	February 2021	2/10/2021	JANITORIAL SERVICES	7,781.28
				25155	2/10/2021	COVID-19 BASE LINE DECON	6,285.64
52996	3/23/2021	02155	OLD DOMINION BRUSH COM	F436154	3/17/2021	4 ELGIN GB REGULAR HEXNI	612.50
52997	3/23/2021	02224	STANDARD INSURANCE COM	April 2021	3/15/2021	LIFE INSURANCE	205.00
52998	3/23/2021	02827	CORODATA SHREDDING, INC.	DN1306401	2/28/2021	SHREDDING SERVICE	105.74
52999	3/23/2021	03117	KITTELSON & ASSOCIATES,	IF0116493	3/18/2021	FEBRUARY 2021 COLMA GPU	1,612.50
53000	3/23/2021	03323	BROADCAST MICROWAVE SESI-	110771	3/12/2021	2 HARD DRIVES FOR CAR CC	700.70
53001	3/23/2021	03334	AT&T MOBILITY NATIONAL	AC287296200335X	3/2/2021	WIRELESS	1,349.96
53002	3/23/2021	03338	SYNAPSE TECHNOLOGIES, I	N1460	2/24/2021	LSAP LASERFICHE SERVER I	4,794.00
53003	3/23/2021	03373	RK ENGINEERING, INC.	145.08	3/4/2021	MISSION ROAD BICYCLE & PI	20,347.05
53004	3/23/2021	03374	FIVE POINTS TIRE IMPORTS,	295687	3/10/2021	2012 FORD EXPLORER 4 EAC	763.44
				295666	3/9/2021	2009 FORD EXPLORER SMO	31.75
<b>Sub total for TRI COUNTIES BANK:</b>							<b>258,450.21</b>

16 checks in this report.

Grand Total All Checks: 258,450.21

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
53005	3/23/2021	00071	12/26/20-01/29/21	2/12/2021	CSG	129,678.26	129,678.26
53006	3/23/2021	00349	16610	2/26/2021	LANDSCAPE SERVICES	19,137.50	
			16611	2/26/2021	IRRIGATION INSPECTION MIS	337.50	19,475.00
53007	3/23/2021	00623	February 2021 P	2/28/2021	FIRST AID SUPPLIES	63.60	63.60
53008	3/23/2021	00685	02/21/21 Reimbu	2/21/2021	CASE#21-0221-01 DRINKS FC	16.98	16.98
53009	3/23/2021	01037	03/17-04/16	3/12/2021	8155 20 022 0188769 HD TECI	55.14	55.14
53010	3/23/2021	01995	CELETTA INVESTIGATIVE SEF21-0319	3/19/2021	CARDROOM BACKGROUND	990.00	990.00
53011	3/23/2021	02637	Z.A.P. MANUFACTURING INC. 4471	3/19/2021	STREET NAME SIGN:8X48 .08	220.26	220.26
53012	3/23/2021	02680	CSDA DESIGN GROUP	3/12/2021	FEBRUARY 2021 GENERAL P	156.25	156.25
53013	3/23/2021	03262	FEHR & PEERS	3/15/2021	BIKE PEDESTRIAN IMPROVEI	3,058.28	3,058.28

Sub total for TRI COUNTIES BANK: 153,713.77

9 checks in this report.

Grand Total All Checks: 153,713.77

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
53014	3/26/2021	00047	03262021 B	3/26/2021	CLEA: PAYMENT	220.50	220.50
53015	3/26/2021	01340	03262021 B	3/26/2021	FLEX 125 PLAN: PAYMENT	703.60	
			03262021 B	3/26/2021	DEPENDENT CARE: PAYMENT	292.31	995.91
53016	3/26/2021	01375	03262021 B	3/26/2021	NATIONWIDE: PAYMENT	3,125.00	3,125.00
53017	3/26/2021	02224	03262021 M,B	3/26/2021	LIFE INSURANCE: PAYMENT	457.50	457.50
53018	3/26/2021	02377	03262021 B	3/26/2021	WAGE GARNISHMENT: PAYMENT	547.84	547.84
94365	3/26/2021	00130	03262021 B	3/26/2021	CALIFORNIA STATE TAX: PAYMEI	13,894.89	13,894.89
94366	3/26/2021	00521	03262021 B	3/26/2021	FEDERAL TAX: PAYMENT	61,384.08	61,384.08
94367	3/26/2021	00631	03262021 B	3/26/2021	PERS - BUYBACK: PAYMENT	44,158.39	44,158.39
94368	3/26/2021	01360	03262021 B	3/26/2021	ICMA CONTRIBUTION: PAYMENT	5,132.92	5,132.92
94369	3/26/2021	00068	03262021 B	3/26/2021	COLMA PEACE OFFICERS: PAYM	606.83	606.83
<b>Sub total for TRI COUNTIES BANK:</b>						<b>130,523.86</b>	



10 checks in this report.

Grand Total All Checks: 130,523.86

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
53019	3/30/2021	00051	CALIFORNIA WATER SERVICE6544607057	3/16/2021	CA WATER	495.50	495.50
53020	3/30/2021	00117	DELTA DENTAL OF CALIFORN BE004369670	4/1/2021	DENTAL INSURANCE	13,084.32	13,084.32
53021	3/30/2021	00307	PACIFIC GAS & ELECTRIC 03/22/2021	3/22/2021	PG&E	93.23	93.23
53022	3/30/2021	00432	VISION SERVICE PLAN 811938857	3/19/2021	VISION SERVICE PLAN	1,003.47	
			811938860	3/19/2021	VSP COBRA	77.19	1,080.66
53023	3/30/2021	01023	PRIORITY 1 8198	3/15/2021	CAR 7 & 9 FIRE EXTINGUISHI	254.26	254.26
53024	3/30/2021	01030	STEPFORD, INC. 2101205	3/20/2021	MONTHLY SERVICE CONTRA	5,893.80	
			2106114	3/9/2021	HOURS IN EXCESS OF CONT	1,123.75	7,017.55
53025	3/30/2021	01036	MANAGED HEALTH NETWORKIPRM-061297	3/17/2021	EMPLOYEE ASSISTANCE PRG	99.20	99.20
53026	3/30/2021	01037	COMCAST CABLE 03/27-04/26 XFII	3/17/2021	8155 20 022 0002770 1520 HIL	10.94	10.94
53027	3/30/2021	01370	VERIZON WIRELESS SERVICE9875547362	3/15/2021	CELL PHONE SERVICE	342.09	342.09
53028	3/30/2021	01565	BAY CONTRACT MAINTENAN(March 2021	3/10/2021	JANITORIAL SERVICES	9,083.28	
			25279	3/10/2021	COVID-19 BASE LINE DECON	6,285.64	16,670.92
			25174	2/10/2021	JANITORIAL SERVICES	1,302.00	
53029	3/30/2021	02499	GE CAPITAL INFORMATION 104781578	3/17/2021	A12 STERLING PARK COPY M	76.06	76.06
53030	3/30/2021	02793	DITO'S MOTORS 23656	3/23/2021	SERVICE	558.25	558.25
53031	3/30/2021	03009	MUTT MITT 399661	3/24/2021	MUTTTT MITT	1,394.32	1,394.32
53032	3/30/2021	03061	NICK BARBIERI TRUCKING, LI2232403	3/15/2021	PW GAS PURCHASES 1-15	347.90	347.90
53033	3/30/2021	03099	NOR-CAL CYCLES LLC 4952	3/24/2021	2016 ZERO DIAGNOSTIC INSI	195.00	195.00
53034	3/30/2021	03301	NINYO & MOORE GEOTECHN247716	3/26/2021	FEBRUARY 2021 GEOTECHN	915.00	915.00
<b>Sub total for TRI COUNTIES BANK:</b>						<b>42,635.20</b>	

apChkLst  
03/30/2021 2:01:14PM

Final Check List  
Town of Colma

Page: 2

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16 checks in this report.

Grand Total All Checks: 42,635.20





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Angelika Abellana, Recreation Coordinator  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: April 14, 2021  
 SUBJECT: Recreation Services Department Quarterly Review, January - March 2021

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## RECOMMENDATION

Staff recommends that the City Council adopt:

MOTION TO ACCEPT INFORMATIONAL REPORT ON RECREATION DEPARTMENT  
 PROGRAMS, ACTIVITIES, EVENTS, AND TRIPS FOR THE FIRST QUARTER OF 2021.

## EXECUTIVE SUMMARY

In the first quarter of 2021, a total of 1031 participants attended 19 programs. This represents an increase of 253 participants from the first quarter of 2020. Staff attributes the increase due to the Recreation Departments restructure of programs that follow the COVID-19 guidelines set by the State and San Mateo County. While staff realizes these numbers do not reflect traditional recreation services programming, however it is important to demonstrate the continued service to the community during the COVID-19 pandemic.

Staff estimates that 23 percent of the population had a current Colma I.D. during the first quarter of 2021.

There was a total of 2 rentals, which is a decrease of 61 rentals from the first quarter of 2020.

Due to COVID-19 pandemic the Recreation Department had to cancel all traditional recreation programming per the Shelter-in-Place orders. However, staff provided new programs which align with health recommendations and shelter-in-place orders such as increasing the frequency of virtual Armchair Travel and Let's Get Crafty to provide enrichment opportunities between adults and older adults at home. For the youth population and families, staff was able to provide a virtual Cookies & Canvas- Family Paint Night and Mommy, Me & Tea event to provide activities families with different generations to do together at home.

As we move into the Summer, staff hopes to offer more programming per the shelter-in-place order permitting.

## **BACKGROUND**

### Participation

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

- A total of 85 adults and seniors participated in enrichment programs. This represents a decrease of 13 participants from the first quarter of 2020. Staff attributes the decrease in participation to due to the cancellation of all in-house programs per COVID-19 and Shelter-in-Place orders.
- A total of 165 adults and seniors participated in trips and events. This represents an increase of 55 participants from the first quarter of 2020. Staff attributes the increase due to the rise in participation of the Senior Luncheon deliveries, the increase in frequency of virtual Armchair Travel and Let's Get Crafty.
- A total of 65 youth and teens participated in Enrichment Programs. This represents a decrease of 304 participants from the first quarter of 2020. Staff attributes the decrease due to the cancellation of Winter Camp, in-person After School Program and all in person youth programs per COVID-19 and Shelter-in-Place orders.
- A total of 32 youths and teens participated in events and trips. This represents an increase of 6 participants from the first quarter of 2020. Staff attributes the increase to the interest of new programs offered at home – Cookies and Canvas and Mommy, Me & Tea.
- A total of 684 youth, adults and seniors participated in Community Programs. This represents an increase of 509 participants from the first quarter of 2020. Staff attributes the increase due to the increase in frequency of Food Pantry Deliveries, and the rise of participation of Virtual Family Bingo.
- When the Shelter in Place Order was put in place, almost all recreation programming was cancelled. In order to accommodate our community, staff created a virtual recreation page with web links to activities on the internet. The virtual recreation webpage received 29 visits during the first quarter of 2021. These numbers were not included in the participation total because we have no way of knowing if there was actual participation. On Instagram, we have increased our followers by 22 followers from January to March.

The attachment contains a detailed breakdown of participation by program.

### Rental Activity

The Colma Community Center was rented for 2 events:

- Non-Resident Non-profit Groups (1 program – Blood Drive)
- In House Reservations (1 meeting/training – Drive Through Food Drive)

The Sterling Park Recreation Center was not rented for the first quarter of 2021.

**ATTACHMENTS**

- A. 2021 Recreation Services Department Quarterly Review – Participation Detail





**Recreation Services Department Quarterly Review  
January - March 2021  
Participation Detail**

**Adult/Senior Enrichment Programs**

Program	Registered	Sessions	New or Existing Program
Armchair Travel	22	1	Existing
Let's Get Crafty	35	1	Existing
Virtual Breakfast and Bingo	28	1	Existing

**Adult & Senior Trips & Events**

Program	Registered	Sessions	New or Existing Program
Wine and Canvas to Go(gh)	13	1	<i>NEW</i>
Senior Luncheon Deliveries	152	3	Existing

**Youth & Teen Enrichment Programs**

Program	Registered	Sessions	New or Existing Program
Kid's Club After School Program	Cancelled	2	Existing
Kids' Club at Home	Cancelled	8	Existing
Kumon Math Tutoring	46	3	Existing
Kumon Reading Tutoring	19	3	Existing
PNO to GO	Cancelled	1	Existing

**Youth and Teen Events & Trips**

Program	Registered	Sessions	New or Existing Program
Dessert and Arts & Crafts	4	1	Existing
Cookies and Canvas	18	1	<i>NEW</i>
Mommy, Me & Tea	10	1	<i>NEW</i>
Open Teen Center	Cancelled	1	Existing

**Community Programs**

Program	Registered	Sessions	New or Existing Program
Virtual Walk, Jog and Run Challenge	9	1	<i>NEW</i>
Blind Date with a Book/Pop Up	7	1	<i>NEW</i>
Food Pantry Delivery Program	572	1	Existing
Valentine's Day Grams	26	1	<i>NEW</i>
Virtual Family Bingo	70	2	Existing

Note: Programs were cancelled due to COVID-19.





# STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Director of Public Works  
Louis Gotelli, Public Works Maintenance Supervisor  
Muneer Ahmed, Associate Engineer

VIA: Brian Dossey, City Manager

MEETING DATE: April 14, 2021

SUBJECT: Landscape Maintenance Services Contract

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## RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION APPROVING CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES WITH  
SEGALE & CERINI, INC.

## EXECUTIVE SUMMARY

The proposed contract with Segale & Cerini, Inc. is for maintaining the landscaping around Town facilities and rights of way for one year, with four one-year options to extend the contract. The contract includes regular monthly services such as lawn maintenance, plant and shrub pruning, weed abatement, applying fertilizer and spraying for pests as well as annual cleaning of the Colma Creek, and extra work such as cleaning catch basins and repairs to the irrigation system on an as-needed basis.

## FISCAL IMPACT

The proposed annual cost of general landscape maintenance services is \$227,220 and the cost for annual cleaning of the Colma Creek is \$5,200. The total annual maintenance cost under this contract is \$232,420. There is sufficient funding for this contract in the FY 2020-21 adopted budget and an amendment will not be required to cover the cost of maintenance in May and June of the current fiscal year. The FY 2021-22 budget will reflect the cost for maintenance in the next fiscal year.

## BACKGROUND

Since 2019, the Town has contracted with Gachina Landscape Management for landscape maintenance services. Gachina Landscape Management company's annual service contract was terminated in December 2020 because of level of service issues. The Town then entered into a month-to-month contract with Segale & Cerini, Inc. During the month-to-month arrangement with Segale & Cerini, Inc. staff issued a Request for Proposal (RFP) for Landscape Maintenance Services in January 2021.

A pre-proposal meeting was conducted by staff on January 28, 2021. Four (4) proposers attended the pre-proposal meeting.

The Town received three (3) proposals from proposers on February 17, 2021. All submitted proposals were responsive to the RFP requirements. Interviews with the three (3) proposers were conducted on March 18, 2021.

## **DISCUSSION**

### *Selection of Contractor*

A panel consisting of Town Staff from various departments, (City Manager, Director of Public Works, Public Works Superintendent, and Associate Engineer), reviewed all submitted proposals and ranked them based on the evaluation criteria identified in the RFP.

Interviews were then conducted with the three proposers. Evaluation of contractors was based on the following criteria: compliance with the RFP, knowledge and understanding of the Town's maintenance objectives, competence and experience, implementation of sustainability practices, project team's structure and crew schedule, communication and coordination with Town Staff.

The pricing form was opened last. The selection panel reviewed the proposed price and analyzed each contractor's proposed maintenance schedules and time/hours that would be required in order to maintain and improve the quality of this the Town's landscaped areas.

Based on experience with prior contracts, staff estimated a reasonable maintenance budget that would be needed to sufficiently maintain the Town's landscaping. This estimate was compared with each contractor's proposed pricing, to gauge if the price proposals were realistic in meeting the Town's expectations. The lowest priced proposals do not appear commercially feasible based on the schedules and crew hours allocated within each respective proposal.

The primary focus of the RFP process is reviewing each contractor's landscaping techniques, fertilizing schedules, approach towards plant health and maintenance, and crew scheduling. The goal of this contract is to improve the current state of the Town's landscaping, which has been lacking during previous contracts, primarily from insufficient crew allocations and maintenance techniques. The Town has always considered landscaping to be a vital part of its infrastructure and strives to keep it vibrant and attractive in order to promote economic development.

Based on the results of the RFP evaluation process, staff is recommending the City Council enter into an agreement for landscape maintenance services with Segale & Cerini, Inc.

### *Contract Scope*

The contract scope has various components; the main element within the contract is landscape maintenance which is performed on weekly and monthly schedules. Weekly and monthly maintenance includes mowing and edging of lawns, pruning and shaping plants and bushes, maintaining the irrigation system, fertilizing, weed abatement and spraying, pest and rodent control, installing annual and perennial plant material and cleaning the Colma Creek annually.

On an as-needed basis, staff will request extra services such as irrigation repairs, clean catch basins, and aerate lawns, etc. These services are considered extra and will be billed in addition to the monthly contract price. The following table sets forth the compensation rates for the different types of services under the contract:

<b>Service</b>	<b>Annual Cost</b>
Annual Landscape Maintenance (Fixed cost)	\$227,220
Annual Creek Cleaning (Fixed cost)	\$5,200
<b>Total</b>	<b>\$232,420</b>

Under this agreement Segale & Cerini, Inc., will not be responsible for maintaining trees over seven (7) feet in height. Once our landscape maintenance contractor is in place, staff will solicit proposals for annual tree maintenance.

**COUNCIL ADOPTED VALUES**

Approval of the proposed resolution is consistent with the City Council's value of FAIRNESS, treating all submitted proposals in a fair and equitable manner, and selecting a contractor that best suits the Town's landscape maintenance needs. Approval of the resolution is also consistent with the City Council's value of being RESPONSIBLE, staying committed to the Town's economic development by improving the quality of landscaping which the City considers as a vital part of its infrastructure.

**SUSTAINABILITY IMPACT**

The landscape maintenance RFP and contract requires implementation of the Town's Integrated Pest Management (IPM) Policy thereby eliminating or reducing pesticide usage; implementing sustainable practices like trapping for rodents; grasscycling; and water conversation.

**ALTERNATIVES**

City Council could direct staff to reevaluate proposals and award the contract to another landscaping contractor.

**CONCLUSION**

Staff recommends the City Council award the contract for landscape maintenance services to Segale & Cerini, Inc., and authorize the City Manager to execute the contract.

**ATTACHMENTS**

- A. Resolution
- B. Contract and Exhibits



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

**RESOLUTION APPROVING CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES WITH SEGALE & CERINI, INC.**

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

**1. Background.**

- (a) Since 2019, the Town has contracted with Gachina Landscape Management for landscape maintenance services.
- (b) In January 2021, the Town issued a Request for Proposals (RFP) for landscape maintenance services.
- (c) On January 28, 2021, a pre-proposal meeting was held and four proposers attended.
- (d) On February 17, 2021, the Town received three proposals in response to the RFP with all three proposals being responsive to the RFP.
- (e) On March 18, 2021, interviews with the three proposers were conducted.
- (f) At the conclusion of the RFP process, staff selected and is recommending that a contract be entered into with Segale & Cerini, Inc.

**2. Order.**

- (a) The landscape maintenance services contract between the Town of Colma and Segale & Cerini, Inc., and which is on file with the City Clerk, is hereby approved by the City Council of the Town of Colma.
- (b) The Mayor is authorized to execute the landscape maintenance services contract on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2021-\_\_ was adopted at a regular meeting of the City Council of the Town of Colma held on April 14, 2021 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Diana Colvin, Mayor

\_\_\_\_\_  
Caitlin Corley, City Clerk



## LANDSCAPE MAINTENANCE SERVICES CONTRACT

The TOWN OF COLMA, a California municipal corporation, located at 1198 El Camino Real, Colma, CA 94014 ("Town") and Segale and Cerini, Inc., a licensed landscape contractor, with its principal place of business at 2551 Hillside Blvd., Colma, CA 94014 ("Contractor") (each a "Party" and collectively the "Parties") enter into this LANDSCAPE MAINTENANCE SERVICES CONTRACT (the "Contract") as follows:

### 1. General Landscape Maintenance Services

1.1 *Scope.* Contractor shall regularly perform the General Landscape Maintenance Services in public facilities and rights of way that are described in **Exhibits A**, except as to the services expressly stated therein to be provided by the Town. All services shall be performed in compliance with **Exhibit C**, *Policies and Practices for Use of Biological and Chemical Materials*, including the Town's *Integrated Pest Management Policy and Procedures*.

1.2 *Compensation.* For the General Landscape Maintenance Services described in this Section, Town shall pay Contractor a fixed fee of \$227,220.00 per month. Contractor shall allocate the fixed fee to each public facility and right-of-way as set forth in **Exhibit D**, Part A. Contractor shall invoice Town for this work once it has been completed, and the Town shall remit payment within 30 days of receipt of such invoice for all work completed to Town's satisfaction. Contractor shall provide monthly progress reports to the Town, along with the monthly invoice, verifying the status of work for each street and Town facility to be maintained matching and complying with the scope of work detailed in Exhibits A, B, and C.

### 2. Annual Cleaning Services

2.1 *Clean Colma Creek.* Once each year, on a schedule to be approved by the Town, Contractor shall clean that portion of Colma creek that is within Colma. The specific duties of Contractor and Town are set forth in **Exhibit B** to this contract. Town shall pay Contractor the lump sum of \$5,200 for these services.

2.2 *Clean area drains.* Once each year, on a schedule to be approved by Town, Contractor shall clean all area drains in Town facilities. The specific duties of Contractor and Town are set forth in **Exhibit B** to this contract. Town shall pay Contractor \$ 50 for each area drain.

2.3 *Invoicing.* Contractor shall invoice Town for this work once it has been completed, and the Town shall remit payment within 30 days of receipt of such invoice for all work completed to Town's satisfaction. The Town will withhold payment for work either not completed or for work that's not in compliance with the scope of work identified in the proposal and/or contract.

### 3. Extra Services Payable on a Per Unit Basis

3.1 *Scope.* At the request of Town, Contractor shall perform Extra Services described in this section, and Town shall pay Contractor for those services on a per unit basis.

3.2 *Aerate Lawns.* When requested by Town, Contractor shall aerate lawn areas designated by Town. Town shall pay Contractor \$0.25 for each 1,000 square feet of lawn area aerated.

3.3 *Plant Annuals and Perennials.* Each season and on request by Town, Contractor shall plant annuals and perennials in areas designated by Town.

*The Town will pay the cost of plants based on the receipts provided by the contractor. Labor costs will be paid based on approved hourly rates. The Town shall approve the staffing of Labor for these additional services prior to execution of any extra work.*

#### **4. Extra Services Payable on an Hourly Basis**

4.1 *Required Extra Services.* At the request of Town, Contractor shall perform the following Required Extra Services, and Town shall pay Contractor for these services on an hourly basis:

4.1.1 Weed whacking roadside areas as specified and directed by the Town's representative;

4.1.2 Repairing damage to landscaped areas caused by vandalism;

4.1.3 Repairing damage to landscaped areas caused by vehicular accidents to the lawn areas (does not include lawn damage caused by the Contractor or his/her sub-contractor); and

4.1.4 Repairs needed for obtaining certified backflow irrigation devices.

- 4.1.5 Provide consulting services for plant selection, review of landscaping plans for new and redevelopment projects within the Town.

4.2 *Town Duties.* When requesting extra services compensable on an hourly basis, Town shall notify Contractor of a general description of the Emergency Work to be performed, and the time within which it should be performed.

4.3 *Compensation.* For the Extra Services described in this Section, Town shall pay Contractor on an hourly basis at the rates set forth in **Exhibit D**, Part C. Contractor shall submit an itemized invoice to Town for all Extra Services within 30 days of completing those Services. Town shall remit payment for all Extra Services completed to the Town's satisfaction within 30 days of receipt of Contractor's invoice.

4.4 *Arborist.* At the request of Town and at a mutually agreed upon price, which shall be paid by Town, Contractor shall retain a certified arborist to inspect trees and render a report to the Town with recommendations.

#### **5. Emergency Services**

5.1 *Emergency Services.* Whenever required by Town, Contractor shall provide emergency landscape maintenance services.

5.1.1 Emergency landscape maintenance services consist of work similar in nature to the work provided by Contractor and which is immediately necessary to prevent or mitigate the loss or impairment of life, health, property or essential public services.

5.1.2 Examples of natural events that may require Emergency Services are flooding, earthquakes or severe storms. Examples of man-made events that may require Emergency Services include traffic collisions, fire, explosion, broken pipes or severe vandalism.

5.1.3 Examples of Emergency Services that Contractor may be required to perform include, without limitation: removal of fallen trees; repair of broken irrigation lines; removal of mud, dirt and debris.

5.1.4 The response time shall be set by the Town at the time of the request for emergency services.

5.2 *Time of Essence.* Time is of the essence for responding to each and every need request for emergency services and for providing the requested emergency service.

5.3 *On-call Number.* Contractor shall provide a current phone number for the Town to call when it needs Emergency Service and shall promptly send a written notice to the Town of each change to the telephone number.

5.4 *Compensation Based on Response Time.* Town shall pay Contractor for Emergency Landscape Maintenance Services at the hourly rates set forth in **Exhibit D**, Part C, multiplied by the appropriate factor set forth in **Exhibit D**, Part D.

5.5 *Staffing.* Contractor is expected to bring in for emergency services work after normal business hours, up to two workers on two hours' notice and up to five workers on 24 hours' notice.

5.6 *Town's Duties.* When requesting emergency services, Town shall notify Contractor of the nature of the event causing the emergency, a general description of the Emergency Work to be performed, and the time within which it should be performed.

5.7 *Invoice and Payment.* Contractor shall submit an itemized invoice to Town for all Emergency Services. within 30 days of completing those Services. Town shall remit payment for all Emergency Services completed to the Town's satisfaction within 30 days of receipt of Contractor's invoice.

## **6. Hours, Standards**

6.1 *Hours.* All regularly scheduled maintenance work must be done Monday through Friday, between 7:00 am and 4:00 pm, and between 9:00 am and 3:00 pm in areas where traffic will be impacted.

6.2 *Landscaped Areas.* Landscaped areas should appear as depicted in the photographs and accompanying text to **Exhibit A** to this contract.

6.3 *Caltrans Standards.* All work shall conform to section 20 of the Caltrans standards and specifications pertaining to erosion control and highway planting.

6.4 *Work Safety Standards.* Contractor shall provide traffic safety equipment, signage and apparel, and shall perform its work to assure safety for its workers and the public. Specifically, and without limitation, Contractor shall:

6.4.1 When working within Hillside Boulevard, El Camino Real, Junipero Serra Boulevard, Colma Boulevard, and Serramonte Boulevard:

(a) Provide all signage, arrow boards, traffic cones and personnel qualified to install traffic control devices as required;

(b) Where **Exhibit E** applies, perform its work in accordance with **Exhibit E** (Minimum traffic control safety practices) and with traffic plans provided by Contractor and approved by Caltrans;

(c) Where **Exhibit E** does not apply, perform its work with Caltrans standards for highway safety and with traffic plans provided by Contractor and approved by Caltrans; and

6.4.2 When working within El Camino Real, acquire a Caltrans rider permit to the Town's General Encroachment Permit;

6.4.3 Provide Town with schedules when required work is to take place in the various rights of way;

6.4.4 Conduct monthly safety meeting and submit attendees list, meeting agenda and notes to the Town; and

6.4.5 Provide Town with proof of traffic control training.

6.5 *Sustainability.* Contractor shall follow sustainable practices that:

6.5.1 Manage and maintain irrigation systems to conserve water by reducing or eliminating runoff, hydro zoning, and other practices;

6.5.2 When appropriate, use mulching and composting practices to conserve water, enhance growth of plants, improve appearance of landscape, and reduce weed growth;

6.5.3 Use California native, drought tolerant and plants appropriate to the site and adapted to our region's rainfall with no planting of invasive species; and

6.5.4 When appropriate, use principles from the Bay-Friendly Landscape Professionals Coalition ([www.bayfriendlycoalition.org](http://www.bayfriendlycoalition.org)).

6.6 *Town's Duties.* Town shall:

6.6.1 Provide all encroachment permits within the Caltrans right-of-way.

6.6.2 Provide all encroachment permits to work within Town rights of way.

6.7 *Use of Biological and Chemical Materials.* Whenever performing any work under this contract, Contractor shall comply with the policies and practices set forth in **Exhibit C** to this contract, entitled, "Standards for Use of Biological and Chemical Materials", which includes the Town's *Integrated Pest Management Policy and Procedures*.

## **7. Reimbursable Expenses**

7.1 *Advance Approval.* Contractor must obtain approval in advance from the Town's authorized representative to purchase, deliver, install or use fertilizer, pesticides, weed control products, annuals or perennials.

7.2 *Reimbursable Expenses.* Town shall reimburse Contractor for the reasonable costs of the following materials and supplies only:

7.2.1 Fertilizer;

7.2.2 Materials used for the repair of the irrigation system;

7.2.3 Annual plants, over the amount of the Annual Allowance

7.2.4 Perennial plants, over the amount of the Annual Allowance

7.2.5 Materials used for emergency or extra work;

7.2.6 Materials used to repair property damages caused by vandalism, vehicular accidents, or other occurrence not caused by the Contractor or its sub-contractors and;

7.2.7 Back-flow devices, controllers, and incidental materials.

7.3 *Contractor's Costs.* Contractor shall be responsible for the cost of all materials and supplies not expressly stated as Town's responsibility in the contract, this section, or the exhibits.

## **8. Term and Termination**

8.1 *Term.* The term of this Contract is one year commencing on May 1, 2021 ("Term"), subject to termination as set forth in the next paragraph and the option to renew set forth in the next section.

8.2 *Termination.* Either Party shall have the right to terminate the Contract at any time without cause, by providing the other Party thirty days written notice. If either Party terminates the Contract pursuant to this provision, the date of termination shall be the last day of the month that is at least thirty days after notice of termination has been given.

## 9. Option to Renew

9.1 *Town May Renew Contract.* Town may renew this contract for four successive terms of one year each, on the same terms and conditions as contained herein, by giving written notice to Contractor of its intent to exercise this option, at least thirty (30) but not more than ninety (90) days prior to the end of each expiring Term. In no event shall this Contract extend beyond April 30, 2026. If Town fails to exercise any one of four successive options within the time required, that option and all subsequent options shall be void.

9.2 *Adjustment for Inflation if Option to Renew is Exercised.* If Town exercises its option to renew as set forth in the preceding paragraph and this Contract has not otherwise been terminated for any reason, each item in **Exhibit D** shall be adjusted annually for inflation, with a maximum increase of 5% per year. This annual adjustment shall occur on July 1 of each fiscal year beginning in 2020.

9.2.1 "Adjusted for Inflation" means an adjustment made according to the following formula, where "Consumer Price Index" or "CPI" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index entitled "Consumers Price Index of Urban Consumers (Revised Series), San Francisco-Oakland-San Jose Metropolitan area, All Items, 1982-84=100 [Series ID CUURA422SA0]."

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

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

**10. Incorporation of Exhibits.** Exhibits A, B, C, D and E to this contract, including the photographs and the accompanying narrative descriptions, are expressly incorporated in and made part of this Contract.

## 11. Meetings.

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

11.2 Contractor shall also attend a minimum of three (3) Integrated Pest Management Subcommittee Meetings with the San Mateo County water pollution prevention program (SMCWPPP) per year.

**12. Designation of Authorized Representatives.** Before commencing any Services under this Contract, each Party shall designate in writing, a competent, authorized representative acceptable to the other Party, together with a clear definition of the scope the representative's authority and any limitations on the representative's authority. Each Party shall notify the other

Party in writing of any changes in the authorized representative's identity within 10 days of such change.

### **13. Subcontractors and Personnel**

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

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

#### 13.3 *Fingerprinting and Background Checks.*

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

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

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

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

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

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

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

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

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

**14. Independent Contractor.** Contractor is an independent contractor in the performance of this Contract. Neither Contractor nor its subcontractors, nor their employees, shall be considered employees, servants or agents of Town as a result of this Contract. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the Town.

## **15. Laws and Safety**

15.1 *Laws and Regulations.* This Contract is made subject to, and Contractor agrees to comply with and abide by, all applicable the laws, rules and regulations of the United States, the State of California, the County of San Mateo, the Town of Colma, and any other applicable regulatory agencies, including without limitation, Caltrans and the Regional Water Quality Control Board, in its performance of the Contract.

15.2 *Safety.* Contractor shall execute the Services so as to avoid injury or damage to any person or property. Contractor and its subcontractors shall employ the safety and security practices as are normal or customary for the type of work to be performed under this Contract or as are required by law for the type of work to be performed under this Contract. Contractor and its subcontractors shall comply with Town's safety and security requirements when performing work on the premises of the Town or in the vicinity of any facilities of the Town.

## **16. Licenses.**

Contractor shall obtain and maintain at all times during the term of this Contract all professional and/or business licenses, certifications and/or permits necessary for performing the Services described in this Contract, including the following:

16.1 State Contractor's license;

16.2 Town of Colma Business License (Information regarding the Town's business license program may be obtained by calling the Town's Planning Office at (650) 985-2590);

16.3 All required licenses and certifications for use and storage of chemicals used within the Town of Colma; and

16.4 All licenses, records and advisories as the Town's spraying agent.

## **17. Records and Audit.**

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



17.2 *Advisories.* Contractor shall keep records of all advisories as the Town's spraying agent.

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

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

**19. Public Records Act.** Contractor understands that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Colma may not be in a position to establish that any or all reports or information provided by Contractor is a trade secret. If Contractor submits any information which it claims to be a trade secret to the Town and a third-party makes a request to inspect or copy such information, the Town will provide Contractor with reasonable notice to allow Contractor to seek protection from disclosure by a court of competent jurisdiction. If Contractor has not responded timely to the request, as defined by the applicable law for which the request is made pursuant to, the Town may, in its sole discretion and without being in breach of this Contract, respond to the request as the Town deems appropriate. In the event that Contractor directs Town not to disclose the confidential information sought pursuant to the request, Contractor will indemnify Town against any losses, including reasonable attorney fees and costs, sustained arising from the non-disclosure of the confidential information material requested in the request. Town, in its sole discretion may tender the request to Contractor for response, including, any and all subsequent legal actions or challenges related to the non-disclosure.

## **20. Town's Covenants**

Town acknowledges and covenants as follows:

- (a) Contractor is not required to comply with daily instructions from Town staff with respect to the manner of performing the Services.
- (b) Contractor is solely responsible for determining who, under the supervision or direction of Contractor, will perform the services set forth in this Contract.
- (c) The Town will not hire, supervise or pay any assistants working with Contractor pursuant to this Contract.
- (d) Nothing in this Contract shall be interpreted to imply that the Contractor must maintain any contractual relationship with the Town on a continuing basis after termination of this Contract.
- (e) It is the sole responsibility of the Contractor to set the hours in which Contractor performs or plans to perform the services set forth in this Contract.

(f) Contractor is not required to devote full time to the business operations of the Town in order to perform the services set forth in this Contract.

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

## **21. Contractor's Warranties**

Contractor represents and warrants as follows:

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

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

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

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

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

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

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

## **23. California Labor Code Requirements.**

23.1 Contractor 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”). Since the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor and all subcontractors 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.

23.2 Pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the term of this Contract and require the same of any subcontractors, 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.

23.3 This Contract is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Town. Contractor 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 Contractor or any subcontractor.

## **24. Indemnification by Contractor**

Contractor shall defend, hold harmless and indemnify the Town, its elected officials, officers, agents and employees from and against any and all liabilities arising out of or in any way connected with or related to Contractor’s performance of the Services.

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

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

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

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

## 25. Insurance

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

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

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

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

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

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

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

(d) Expressly provide that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Town; and

(e) Provide that the insurer waives all rights of subrogation against against Town, its officers, agents, employees and volunteers.

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

25.1.4 *Worker's Compensation Insurance.* Worker's compensation insurance as required by the laws of the State of California and employer's liability insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. Said insurance policy shall provide that the insurer waives all rights of subrogation against Town, its officers, agents, employees and volunteers.

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

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

**26. Notices.**

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

- (a) Delivered personally, in which case notice shall be deemed delivered upon delivery;
- (b) Sent by certified mail, postage prepaid, return receipt requested, in which case notice shall be deemed delivered five (5) business days after deposit; or
- (c) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier.
- (d) Addresses. The addresses to whom notices shall be sent are:

City Manager \_\_\_\_\_

1198 El Camino Real  
Colma, CA 94014  
FAX 625-997-8308

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

**28. Miscellaneous**

28.1 *Attorneys' Fees and Costs.* If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party shall be entitled to recover from the losing Party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Dated: TOWN OF COLMA

By: \_\_\_\_\_

\_\_\_\_\_, Mayor

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

\_\_\_\_\_, City Manager







# **EXHIBIT A-2: GENERAL LANDSCAPE MAINTENANCE SERVICES - REGULAR TASKS**

## **1. LAWN OR TURF**

- Mow, weed control, maintain lawn/turf and non-irrigated lawn areas within the Town limits (Town facilities and rights-of-way) that requires maintenance. The turf in the roadway medians on El Camino Real and Lawndale Blvd is not irrigated because of State regulations. The scope of work is limited to mowing, edging, and weed control of these medians twice per month during the spring and summer months and on as reasonably needed basis during the fall and winter months for weed control and clean appearance. The irrigated lawn areas at Town facilities requires maintenance.
- (a) Contractor's Duties.** Contractor shall:
- Mow irrigated lawn and turf within all Town facilities once per week during the spring and summer months and on as reasonably needed basis during the fall and winter months.
  - Mow non-irrigated lawn in the roadway medians on El Camino Real and Lawndale Blvd twice per month during the spring and summer months and on as reasonably needed basis during the fall and winter months.
  - Edge all borders (curbs, sidewalks, walkways, etc.) and around all structures with power edger where applicable.
  - Mowing of the lawns will be performed by equipment that is capable of mulching and follow practices that allow grasscycling. When mulching cannot be accomplished, lawn clippings shall be bagged, quantified and properly disposed of in Town green waste container.
  - Administer irrigation system to conserve water and adhere to the requirements of the Town's Water Efficient Landscape Regulations (Colma Municipal Code, subchapter 5.11).
  - Irrigate at night; exception: irrigate during the day only after applying fertilizer.
  - Scarify and re-sod worn or rotted lawn areas as necessary to produce a uniform strand of turf.
  - Fertilize once during the Spring and thereafter on an as reasonably needed basis to maintain a healthy growth and appearance.
- (b) Town's Duties.** Town shall:
- Pay for fertilizer materials.
  - Pay for irrigation repairs, labor and materials.
  - Pay for repair of damage caused by vandalism, vehicular accidents to the lawn areas.
  - When required, Town will compensate for aerating of turf areas.

## **2. TREES**

- (a) Contractor's Duties. Contractor shall:**
- Street trees in the right-of-way and all Town facilities are to be pruned to keep a minimum of eight feet head clearance.
  - Remove and recycle branches and tree debris.
- (b) Town's Duties.** Town shall:
- Pay for arborist when/as needed. Provide green waste disposal at Public Works Corporation Yard

## **EXHIBIT A-2: GENERAL LANDSCAPE MAINTENANCE SERVICES - REGULAR TASKS**

### **3. PLANTS**

The Town of Colma has a variation of both perennial and annual plantings in the various public facilities and rights-of-way. Perennial plants are only required to be replaced on a reasonably needed basis, (old, woody, diseased, damaged, change of landscape, etc.). Annual plantings are required to be replaced 3-4 times a year or as directed by the Public Works Superintendent.

**(a) Contractor's Duties.** Contractor shall:

- Inspect all plants on a monthly basis and make necessary recommendations to keep maintain healthy appearance.
- Administer and provide proper irrigation.
- Furnish and install seasonal flowers 4 times per year in designated areas and as directed by the Public Works Superintendent (Town Hall and Creekside Villas).
- Provide suggested list of plants that will grow well within Colma climate, including prices on a yearly basis.
- Hedge and trim shrubs, bushes and ground cover on weekly basis or more frequently as reasonably needed.
- Apply fertilizer to newly planted plants at the time of planting.
- Apply fertilizer to mature plants as needed to promote healthy growth.
- Hand water areas not covered by the irrigation system. (ECR near the sign, town hall entrance)
- Replace dead and/or deficient plants due to faulty maintenance within 10 days.

**(b) Town's Duties.** Town shall:

- Pay for fertilizer materials.
- Pay for irrigation system repairs, labor and materials.
- Pay for repair or replacement of plants caused by vandalism, vehicular accidents and other similar third-party actions beyond the control of contractor.
- Pay the annual allowance specified in Exhibit D for annual plants. (Contractor to install and maintain plants as provided in contract.)
- Pay the annual allowance specified in Exhibit D for perennial planting. (Labor and materials to be included in allowance amount.)

### **4. IRRIGATION**

**(a) Contractor's Duties.** Contractor shall:

- Administer and provide proper irrigation to all landscaped areas, manage water consumption.
- Check and test irrigation system for normal operation, at least once per month or as reasonably needed. Make minor repairs and adjustments as needed.
- Make repairs to the irrigation system within 7 days of noticing damaged or faulty pipes, valves, sprinkler heads, etc. Prior to repair disable or isolate the system as not to waste water.
- Provide photos of all damaged or broken areas of the irrigation system prior to making repairs. Prior to start of work on the repair, notify Public Works Superintendent. When submitting for payment on irrigation repair submit labor and materials used along with photos.
- Change batteries to controllers when needed, approximately 2-3 times a year.

## **EXHIBIT A-2: GENERAL LANDSCAPE MAINTENANCE SERVICES - REGULAR TASKS**

- Monitor controllers to proper water usage and efficiency.
- Change watering cycles for the different seasons of the year or when there are unusual changes in the weather.
- Water only during Monday – Friday, not on Saturdays and Sundays, and provide irrigation schedule to the Town and comply with the Town’s Water Efficient Landscape Regulations (Colma Municipal Code, subchapter 5.11).
- Hand water areas not adequately covered by the irrigation system. Areas include small area within the interior of Creekside Villas, planter boxes on the south side of Colma Blvd near El Camino Real and triangular island on Serramonte at Junipero Serra Blvd, planters in the courtyard of the Town Hall Facility.
- Exercise the irrigation system on El Camino Real Lawndale Blvd when not in daily use. When not in use this should be done at a minimum four times a year to check and test for normal operation.
- From time to time meet with Town Staff and make recommendations to Town staff on how to conserve water and become more efficient when irrigating lawns and plant material.
- Provide seasonal proposed watering schedules and upon conclusion of each season an actual watering schedule explaining each change from the previously proposed schedule.

### **(b) Town’s Duties. Town shall:**

- Pay for irrigation repairs, (labor and materials).
- Upon request from the Public Works Superintendent, pay for certification or repair of Town owned backflow devices.

## **5. WEEDS, PESTS AND RODENTS**

### **(a) Contractor’s Duties. Contractor shall:**

- At all times follow the Town’s IPM policy and procedures, as set forth in Exhibit C.
- From time to time meet with Town staff to discuss how Contractor has implemented Town’s IPM policies and procedures.
- Submit bi-monthly pesticide usage reports to Town staff.
- Keep all landscaped areas, including lawns and planted areas, visibly free of weeds.
- As needed, but not less than once per month, manage and control pests to prevent damage to the landscaped areas.
- Inspect rights of ways and facilities every week to check for rodent activity and set traps as needed. Baiting is not preferred.
- Remove weeds in the cracks on public sidewalks, medians, paving stone cracks, roadside edges in the Sterling Park Residential Neighborhood and at all Town Facilities.
- Weed whack roadside growth.

### **(b) Town’s Duties. Town shall:**

- Pay for labor costs to weed whack specified areas outside of the sterling park residential neighborhood and Town facilities, and for rodent control.

## **6. ADDITIONAL TASKS, ATTEND MEETINGS AND WORKSHOPS**

### **(a) Contractor’s Duties. Contractor shall:**

## **EXHIBIT A-2: GENERAL LANDSCAPE MAINTENANCE SERVICES - REGULAR TASKS**

- Attend progress meetings with Town staff once per week to review status, landscape appearance and problem areas both within and outside of the contract scope.
- Represent the Town at a minimum of two (2) meetings and one (1) workshop annually conducted by San Mateo Countywide Water Pollution Program.
- Remove weeds in medians, roadside edges, on the west side shoulder on Junipero Serra Blvd., and on F St (West).
- Cut/trim overgrowth (from the neighboring property) over the property line fence along the Right-of-way on Lawndale Blvd, Colma Blvd, Serramonte Blvd East, Hillside Blvd, Collins Ave, and F St.
- Remove trash (paper, plastic, bottles, etc.) accumulated in the landscaped areas and drop-off at the Corp Yard. Provide trash quantities (e.g.: gallons/ bags) to the Maintenance Supervisor.
- **Maintain rain gardens/bio-retention areas on Hillside Blvd, Mission Road and the Town Hall in accordance with the Town's standard operating procedures (SoP's).**
- Replace dying or deficient plants due to faulty maintenance.

**(b) Town's Duties.** Town shall:

- Provide the required information, documents, and forms.

### **7. REPORTING, INVOICE, PAYMENT**

**(a) Contractor's Duties.** Contractor shall:

- Provide monthly progress reports to the Town, along with the monthly invoice, verifying the status of work (completed, pending, or not completed) for each street and Town facility to be maintained matching and complying with the scope of work detailed in Exhibits A, B, and C (Exhibit C-3).
- Submit monthly maintenance form for bio-retention areas (Exhibit C-2).
- Submit bi-monthly pesticide usage reports.
- Schedule a walkthrough with the PW superintendent to verify completion of work.
- Submit monthly invoice to the Town for work that has been completed. Confirm with PW Supervisor that monthly completed work is agreed to prior to submittal of monthly invoice.
- Implement 311-Reporting on a mobile platform and coordinate with Maintenance Superintendent for prioritizing maintenance needs.

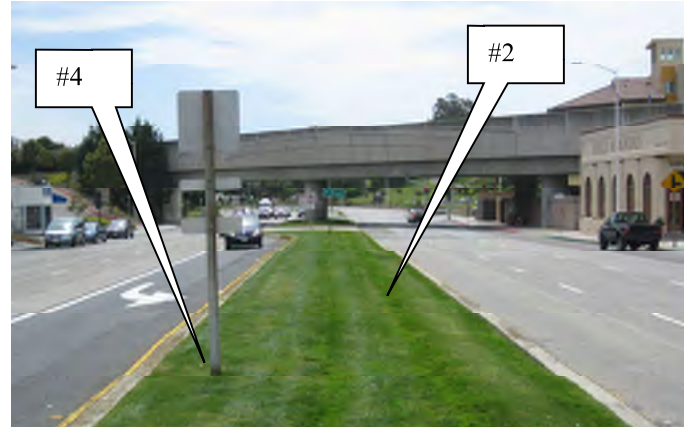
**(b) Town's Duties.** Town shall:

- Provide sample reporting forms for each street and Town facility to be maintained matching the scope of work detailed in Exhibits A, B and C. These forms can be modified if agreed upon between the PW Supervisor and Contractor.
- Remit payment within 30 days of receipt of such invoice for all work completed to the Town's satisfaction.
- Withhold payment for work either not completed or for work that is not in compliance with the scope of work identified in the proposal and/or contract.

# EL CAMINO REAL



**1. EL CAMINO REAL BETWEEN A & B STREET VIEWING SOUTH**



**2. EL CAMINO REAL AT D STREET VIEWING SOUTH**



**3. EL CAMINO REAL VIEWING SOUTH, NORTH OF COLMA BLVD.**



**4. EL CAMINO REAL VIEWING SOUTH TOWARD SERRAMONTE BLVD.**

## TYPICALS

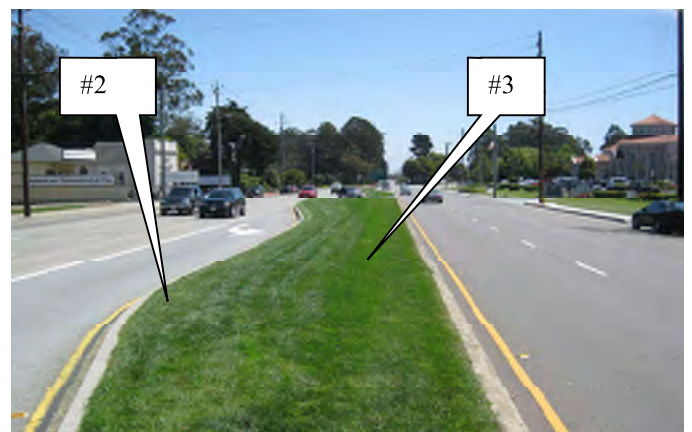
**#1** MAINTAIN PLANTS, SHRUBS AND GROUNDCOVER AT GATEWAY SIGN

**#2** WHEN WORKING ON THE MEDIAN ISLANDS TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFICATIONS IS REQUIRED.

**#3** NON-OITURF AREA SHOULD HAVE AN APPEARANCE OF BEING BETWEEN 2" TO 2.5" IN HEIGHT AFTER MOWING.

**#4** KEEP TURF EDGED AROUND THE VARIOUS STRUCTURES AND CURB LINES.

Note: The turf median on El Camino Real is currently not irrigated in order to meet the State Mandate on Water Conservation during drought.



**5. EL CAMINO REAL AT COLLINS AVE VIEWING SOUTH "THE Y" (VIEWING SOUTH)**

# SERRAMONTE BOULEVARD (WEST)



6. SERRAMONTE AT JSB VIEWING WEST



7. SERRAMONTE MEDIAN AT JSB VIEWING WEST



8. SERRAMONTE AT THE SERRA CENTER ENTRANCE VIEWING EAST



9. SERRAMONTE AND COLLINS AVE VIEWING WEST

# SERRAMONTE BOULEVARD (WEST)

## TYPICALS

**#1** MAINTAIN PLANTER AREA ALONG SERRAMONTE BY SERRAMONTE FORD DEALERSHIP.

**#2** MAINTAIN PLANTER AREA, GROUND COVER, PERENNIAL PLANTS AND KEEP THE TREES IN CONFORMANCE AS NOT TO IMPEDE EITHER PEDESTRIANS OR TRAFFIC.

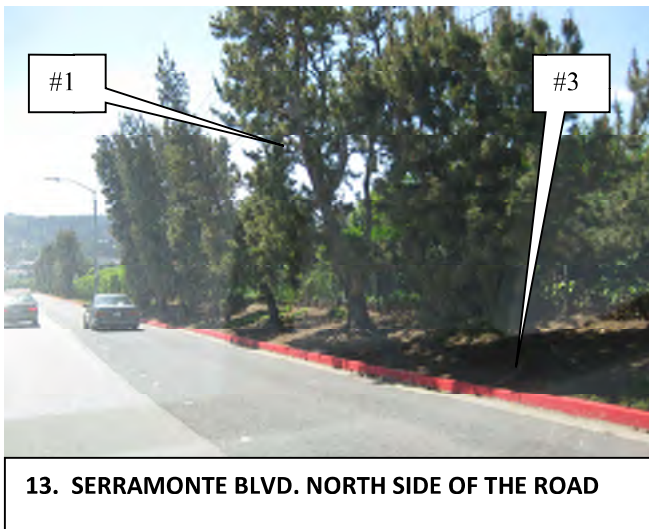
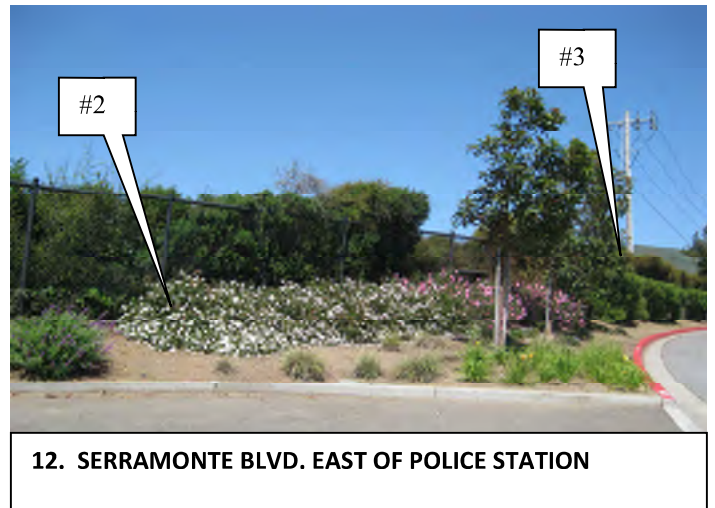
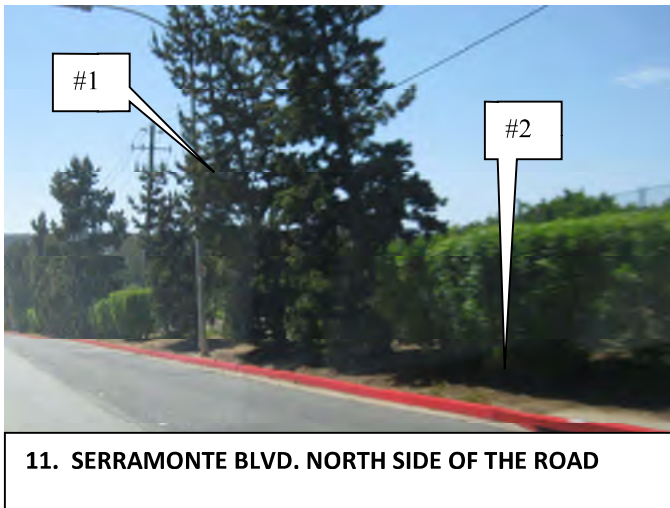
**#3** WHEN WORKING ON THE MEDIAN ISLANDS TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFATIONS IS REQUIRED.



**10. SERRAMONTE & COLLINS MEDIAN VIEWING WEST**



# SERRAMONTE BOULEVARD (EAST)



## TYPICALS

#1 MAINTAIN TREE HEIGHT FOR VEHICLE AND TRUCK CLEARANCE.

#2 MAINTAIN OPEN LANDSCAPING ALONG THE NORTH SIDE OF SERRAMONTE BLVD. CUT OVERGROWTH OVER THE PL FENCE

#3 KEEP AREA IN THE OPEN LANDSCAPING AREA WEED AND LITTER FREE. ALSO PROVIDE TRAFFIC AND SAFETY CONTROL WHEN WORKING ON THE FRONTAGE.

# COLLINS AVENUE



15. UPPER BLOCK ON COLLINS AVE NORTHSIDE



16. PLANTING AREA UPPER BLOCK ON COLLINS AVE. NORTHSIDE



17. COLLINS AVE MID BLOCK VIEWING EAST



18. COLLINS AVE MID BLOCK NORTHSIDE



19. COLLINS AND SERRAMONTE VIEWING WEST

## TYPICALS

**#1.** VARIOUS OPEN ROADSIDE AREAS, MAINTAIN AND KEEP WEED AND LITTER FREE. ALSO PROVIDE TRAFFIC AND SAFETY CONTROL WHEN WORKING ON THE FRONTAGE.

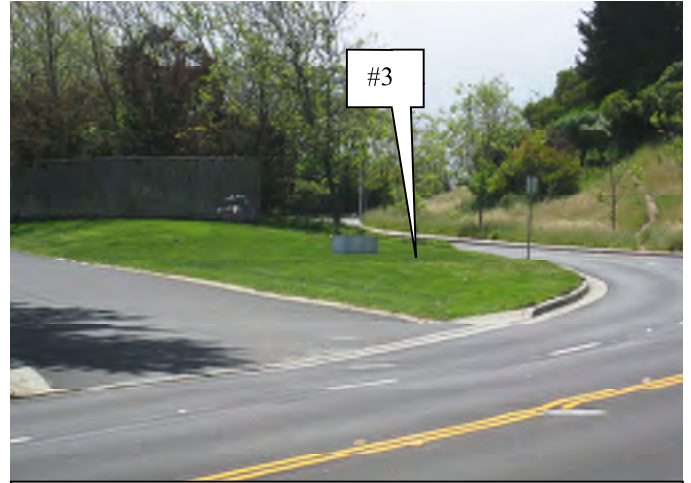
**#2** SMALL TYPICAL PLANTING AREAS ALONG THE NORTH SIDE OF COLLINS AVE. WITH GROUND COVER AND SHRUBS.

**#3** VARIOUS ROADSIDE TREES ALONG BOTH SIDES OF COLLINS AVE. PRUNE AND THIN AS NEEDED TO KEEP A MINIMUM OF 7' OF CLEARANCE.

# COLMA BOULEVARD



20. LOWER COLMA BLVD. VIEWING WEST



21. COLMA BLVD. SOUTHSIDE VIEWING WEST



22. MID BLOCK COLMA BLVD. NORTHSIDE VIEWING EAST



23. UPPER COLMA BLVD. SOUTHSIDE VIEWING WEST

## TYPICALS

#1 STREET TREES ALONG WITH PLANTING AREAS

#2 OPEN LANDSCAPE AREA TO BE PLANTED WITH PERENNIAL PLANTS.

#3 MAINTAIN LAWN AREA

#4 WEED ABATE AND KEEP LITTER FREE

#5 BUSHES ALONG THE SOUTH SIDE OF COLMA BLVD. TO BE PRUNED TO A HEIGHT THAT WILL NOT IMPACT VEHICLES AND STREET SIDE SIGNAGE STREET TREES ALONG WITH PLANTING AREAS.

#6 PROVIDE TRAFFIC AND SAFETY CONTROL WHEN WORKING ALONG THE FRONTAGE.

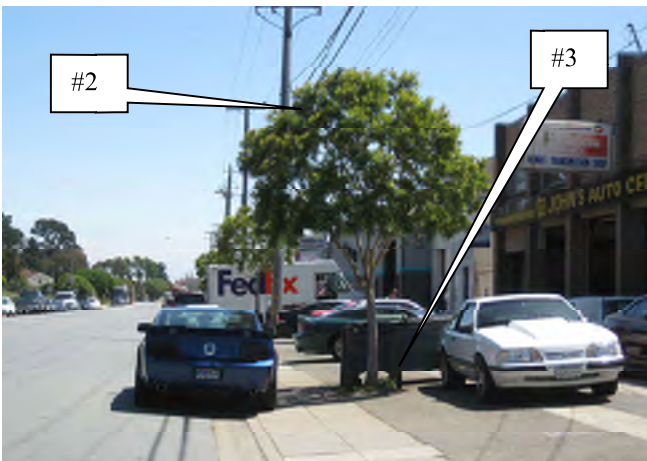
# MISSION ROAD



24. MISSION ROAD VIEWING NORTH TOWARDS EL CAMINO REAL



25. MISSION ROAD VIEWING SOUTH - EASTSIDE



26. MISSION ROAD VIEWING SOUTH - WESTSIDE



27. MISSION ROAD VIEWING NORTH - WESTSIDE

## TYPICALS

#1 TREE PRUNING FOR BOTH VEHICLE AND PEDESTRIAN TRAFFIC ON AN AS NEEDED BASIS ONLY.

#2 MAINTAIN VARIOUS STREET TREES, AS NEEDED ONLY.

#3 PROVIDE WEED CONTROL IN THE PLANTER AREAS AROUND THE STREET TREES.

#4 MAINTAIN NEWLY INSTALLED BIO-RETENTION AREAS



28. MISSION ROAD VIEWING SOUTH - WESTSIDE



**LEGEND**

EXISTING	NEW	DESCRIPTION
1140.25	1140.25	SPOT ELEVATION
---	---	CONTOUR ELEVATIONS
---	---	OTY LIMIT
---	---	PROPERTY LINE, RIGHT OF WAY (R.O.W.)
---	---	STANDARD STREET MONUMENT
---	---	CURB AND GUTTER
---	---	STORM DRAIN LINE
---	---	SEWER LINE
---	---	WATER LINE
---	---	TELEPHONE LINE
---	---	CABLE LINE
---	---	ELECTRICAL LINE
---	---	JOINT TRENCH LINE
---	---	HIGH VOLTAGE LINE
---	---	OVERHEAD LINE
---	---	STORM DRAIN MANHOLE
---	---	STORM DRAIN INLET
---	---	SEWAGE SEWER MANHOLE
---	---	WATER METER
---	---	WATER METER VALVE
---	---	FIRE HYDRANT
---	---	TELEPHONE WALLT
---	---	PULL BOX
---	---	UTILITY WALLT/BOX
---	---	JOINT POLE
---	---	GOV. WIRE
---	---	PEDESTRIAN LIGHT
---	---	STREET LIGHT BOX
---	---	STREET SIGN POST
---	---	POTHOLE EX. UTILITY
---	---	PLAN SHEET NUMBER
---	---	REINFORCED CONCRETE
---	---	REINFORCED CONCRETE

**ABBREVIATIONS**

AB	ASPHALT BASE
AC	ASPHALT CONCRETE
AD	ASPHALT WITH DISBURTLES ACT
AE	ANGLE
AF	AVENUE
AG	AVENUE
AH	BEEN CURB
AI	BOTTOM OF CURB
AJ	BORENTENTION SOL. MIX
AK	BACK OF WALK
AL	CURB AND GUTTER
AM	CONTROLLED DENSITY-FILL
AN	CONCRETE
AO	CONCRETE
AP	CONCRETE
AQ	CONCRETE
AR	CONCRETE
AS	CONCRETE
AT	CONCRETE
AV	CONCRETE
AW	CONCRETE
AX	CONCRETE
AY	CONCRETE
AZ	CONCRETE
BA	CONCRETE
BB	CONCRETE
BC	CONCRETE
BD	CONCRETE
BE	CONCRETE
BF	CONCRETE
BG	CONCRETE
BH	CONCRETE
BI	CONCRETE
BJ	CONCRETE
BK	CONCRETE
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BV	CONCRETE
BW	CONCRETE
BX	CONCRETE
BY	CONCRETE
BZ	CONCRETE
CA	CONCRETE
CB	CONCRETE
CC	CONCRETE
CD	CONCRETE
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CG	CONCRETE
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IV	CONCRETE
IW	CONCRETE
IX	CONCRETE
IY	CONCRETE
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JO	CONCRETE
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LL	CONCRETE
LM	CONCRETE
LN	CONCRETE
LO	CONCRETE
LP	CONCRETE
LQ	CONCRETE
LR	CONCRETE
LS	CONCRETE
LT	CONCRETE
LU	CONCRETE
LV	CONCRETE
LW	CONCRETE
LX	CONCRETE
LY	CONCRETE
LZ	CONCRETE

**ABBREVIATIONS (CONTINUATION)**

MA	MAKING
MB	MAKING
MC	MAKING
MD	MAKING
ME	MAKING
MF	MAKING
MG	MAKING
MH	MAKING
MI	MAKING
MJ	MAKING
MK	MAKING
ML	MAKING
MM	MAKING
MN	MAKING
MO	MAKING
MP	MAKING
MQ	MAKING
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OH	MAKING
OI	MAKING
OJ	MAKING
OK	MAKING
OL	MAKING
OM	MAKING
ON	MAKING
OO	MAKING
OP	MAKING
OQ	MAKING
OR	MAKING
OS	MAKING
OT	MAKING
OU	MAKING
OV	MAKING
OW	MAKING
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OY	MAKING
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# JUNIPERO SERRA BOULEVARD



29. JUNIPERO SERRA BLVD. AT SOUTH CITY LIMITS VIEWING NORTH



30. JUNIPERO SERRA BLVD. AT SERRA CENTER



31. JUNIPERO SERRA BLVD. AT SOUTHGATE



32. JUNIPERO SERRA BLVD. AT COLMA BLVD VIEWING SOUTH

## TYPICALS

#1 STREET TREES ALONG WITH PLANTING AREAS

#2 REMOVE WEEDS IN THE LANDSCAPED MEDIAN ISLANDS AND CURB LINES.

#3 MAINTAIN PLANTED AREAS AT GATEWAY SIGNS

#4 PRUNE TREES ALONG ROADWAY AS NOT TO IMPEDE VEHICLES OR TRUCKS.



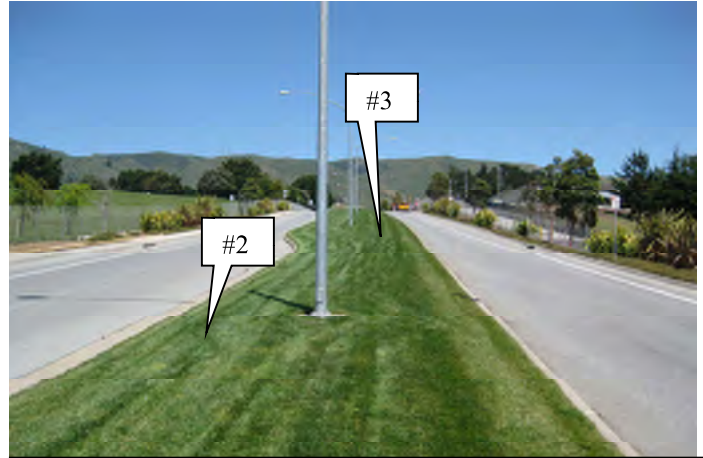
33. JUNIPERO SERRA BLVD. AT NORTH CITY LIMITS VIEWING SOUTH



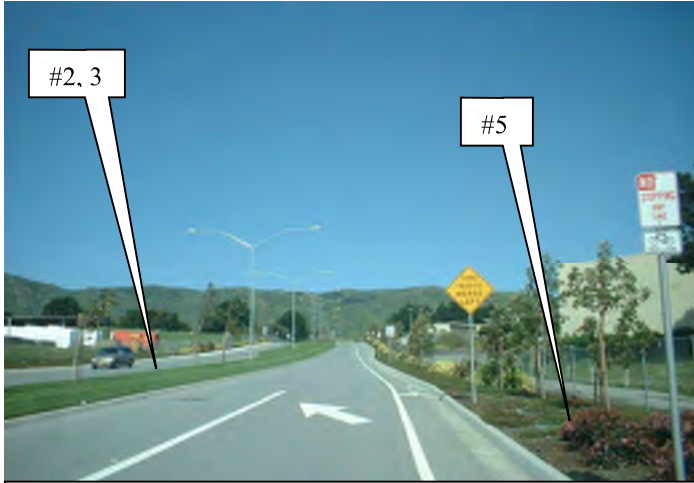
# LAWNDALE BOULEVARD



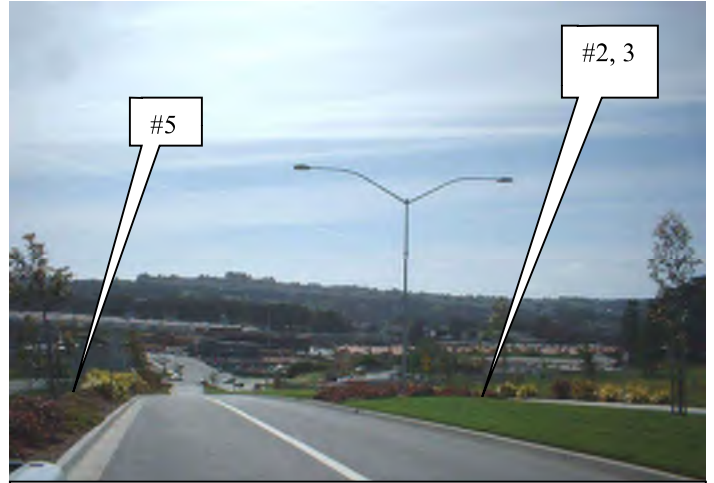
34. LAWNDALE BLVD. & MISSION ROAD



35. LAWNDALE BLVD. VIEWING EAST



36. LAWNDALE BLVD. VIEWING EAST



37. LAWNDALE BLVD. VIEWING WEST

## TYPICALS

- #1 MAINTAIN PLANTED AREA AROUND GATEWAY SIGN
- #2 WHEN WORKING ON THE MEDIAN ISLANDS TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFICATIONS IS REQUIRED.
- #3 NON-IRRIGATED TURF AREA SHOULD HAVE AN APPEARANCE OF BEING BETWEEN 2" TO 2.5" IN HEIGHT AFTER MOWING. KEEP TURF EDGED AROUND THE VARIOUS STRUCTURES AND CURB LINES.
- #4 KEEP TREES PRUNED BACK AS NOT TO IMPEDE VEHICLES OR SIGNAGE.
- #5 MAINTAIN PLANTS, TREES AND OPEN LANDSCAPING AREA AND KEEP IT WEED AND LITTER FREE.
- #6 CUT OVERGROWTH OVER THE PL FENCE

Note: The turf median on Lawndale Blvd is currently not irrigated in order to meet the State Mandate on Water Conservation during drought.



38. LAWNDALE BLVD. VIEWING EAST



39. LAWNDALE BLVD. & HILLSIDE

# CLARK AVENUE



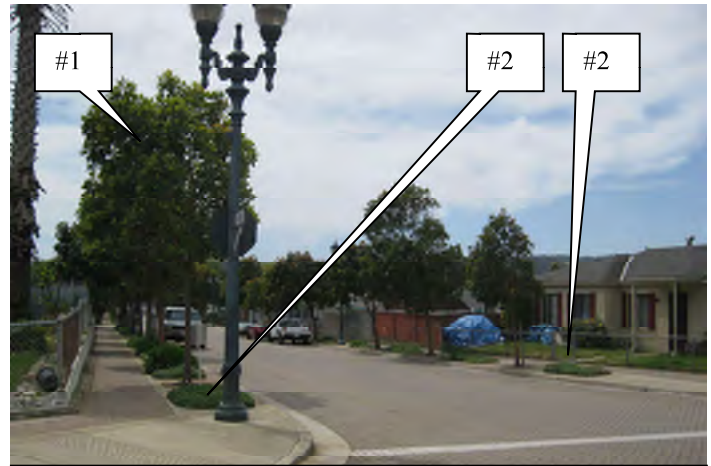
**40. CLARK AVE. BETWEEN A ST. AND B ST. AT THE CITY LINE**



**41. CLARK AVE. AND F STREET VIEWING NORTH**



**42. CORNER OF CLARK AVE. AND B STREET**



**43. PLANTING AREA ALONG CLARK AVE BETWEEN C STREET AND D STREET**

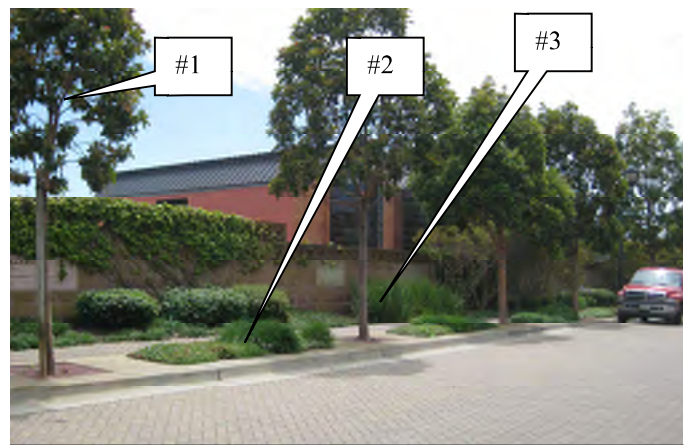
## TYPICALS

**#1** STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS ON THE STREET RIGHT OF WAY.

**#2** TYPICAL PLANTER ALONG CLARK AVE.

**#3** OPEN PLANTING STRIP ALONG THE EAST SIDE OF CLARK AVE. BETWEEN D STREET AND F STREET, LANDSCAPE AREA IS PLANTED WITH VARIOUS PERENNIAL FLOWERS ALONG WITH BUSHES, SHRUBS, AND GROUND COVER.

**#4** REMOVE WEEDS FROM PLANTER BOXES AND SIDEWALKS



**44. PLANTING AREA ALONG CLARK AVE BETWEEN D STREET AND F STREET**

# B STREET



45. CLARK AND THE 400 BLOCK OF B STREET VIEWING WEST



46. 400 BLOCK OF B STREET VIEWING WEST



47. CUL-DE-SAC 500 BLOCK B STREET



48. 400 BLOCK OF B STREET VIEWING WEST



49. EL CAMINO REAL AND B STREET

## TYPICALS

**#1** STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK. WEEDS NEED TO BE REMOVED FROM THE TREE PLANTING AREA. FERTILIZE, PEST AND DISEASE CONTROL PER IPM POLICY.

**#2** CUL-DE-SAC LANDSCAPING MAINTENANCE INVOLVES MAINTAINING EXISTING LANDSCAPING (PERENNIAL PLANTS, GROUND COVERS, AND STAKED TREES)

**#3** TYPICAL STAKED TREE AND LANDSCAPE AREA WITH PERENNIAL PLANTINGS.

# C STREET



50. CLARK AND C STREET VIEWING EAST



51. C STREET VIEWING WEST



52. C STREET CUL-DE-SAC "500 BLOCK"



53. CLOSE UP OF C STREET CUL-DE-SAC "500 BLOCK"

## TYPICALS

**#1** TYPICAL STREET PLANTER LOCATED AT THE CORNERS OF THE LETTERED STREETS ALONG BOTH SIDES OF CLARK AVE. PLANTERS ARE PLANTED WITH PERENNIALS.

**#2** PAVING STONE WALKWAYS, WEEDS WILL GROW WITHIN THE CRACKS, REMOVE WEEDS PER IPM POLICY.

**#3** MAINTAIN OPEN PLANTING AREA

**#4** SHRUBS AND BUSHES NEED TO BE PRUNED TO PRODUCE A FULL APPEARANCE.

**#5** STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK.

# D STREET



54. 500 BLOCK OF D STREET VIEWING WEST



55. 400 BLOCK OF D STREET VIEWING WEST

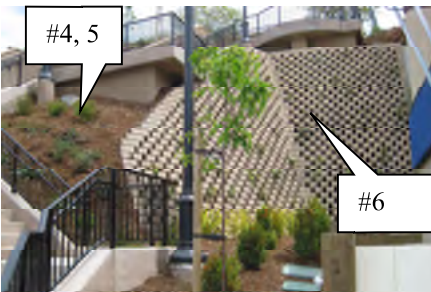
## D STREET STAIRWAY



57. D STREET STAIRS FROM EL CAMINO REAL



56. CUL-DE-SAC AT THE 500 BLOCK OF D STREET



58. D STREET STAIRS



59. D STREET STAIRS

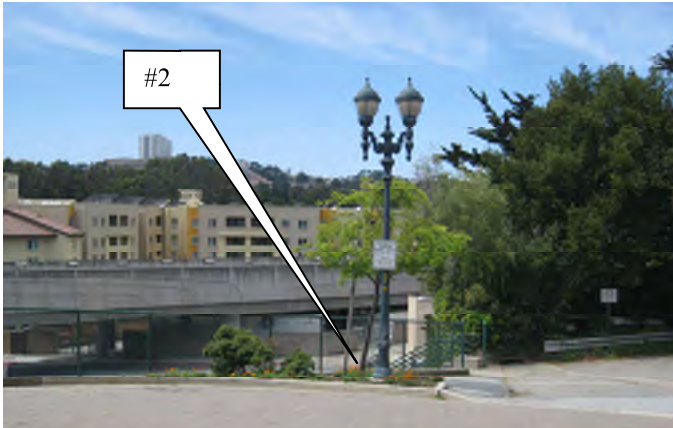
### TYPICALS

- #1 PLANTING AREA ALONG SOUTH SIDE OF D STREET, PLANTED WITH VARIOUS PERENNIAL FLOWERS
- #2 STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK.
- #3 MAINTAIN LANDSCAPING IN THE CUL-DE-SAC AT THE 500 BLOCK
- #4 REMOVE WEEDS, TRASH & DEBRIS ALONG THE STAIRWAY.
- #5 MAINTAIN LANDSCAPE AREAS AROUND STAIRCASE.
- #6 USE SAFETY PRECAUTIONS WHEN MAINTAINING LANDSCAPE WALL AREA.

# E STREET



60. 400 BLOCK OF E STREET VIEWING WEST



61. PLANTING AREA AT THE CUL-DE-SAC WEST END OF THE STREET

## E STREET STAIRWAY



63. E STREET STAIRS LEADING TO EL CAMINO REAL



62. 400 BLOCK OF E STREET VIEWING EAST

**TYPICALS**

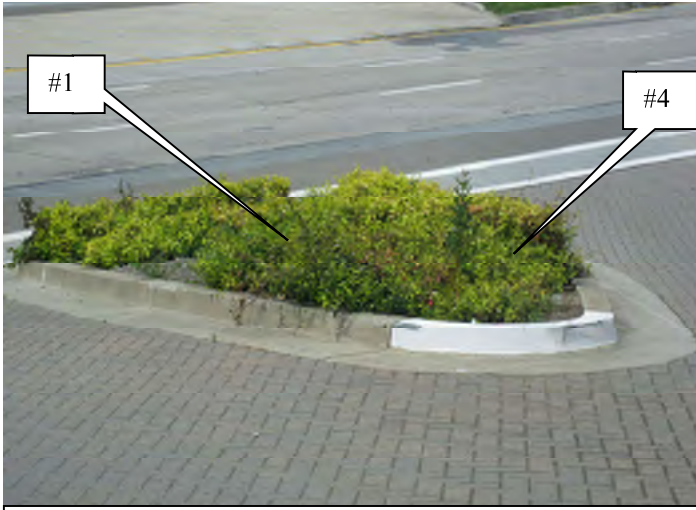
**#1** SMALL PLANTING AREAS ON THE BACK SIDE OF THE SIDEWALK IN FRONT OF SEVERAL OF THE RESIDENCES ON E STREET, THESE AREAS ARE TO BE KEPT WEED FREE.

**#2** PLANTING AREA IN THE CUL-DE-SAC ON E STREET.

**#3** MAINTAIN PERENNIAL PLANTS ALONG THE E STREET STAIRWAY. ALSO KEEP THE TREES CUT BACK AND WEED FREE.

**#4** STREET TREES NEED TO BE MAINTAINED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS IN THE STREET RIGHT OF WAY OR SIDEWALK.

# F STREET



64. F STREET AND EL CAMINO REAL



65. LOWER F STREET VIEWING WEST



66. F STREET VIEWING EAST TOWARDS CLARK AVE.



67. UPPER F STREET 600 BLOCK VIEWING WEST

## TYPICALS

#1 PLANTING AREAS, WHEN WORKING IN THE STREET PROVIDE PROPER SIGNAGE AND TRAFFIC CONTROL.

#2 STREET TREES NEED TO BE PRUNED AS TO NOT IMPACT PARKED VEHICLES IN THE STREET RIGHT OF WAY OR PEDESTRIANS ON SIDEWALKS.

#3 MAINTAIN OPEN LANDSCAPE AREA.

#4 REMOVE WEEDS ALONG PLANTED AREAS AND MAINTAIN PLANTED AREA ON THE RETAINING WALL.



68. UPPER F STREET 600 BLOCK VIEWING WEST



69. LOWER F STREET

# HILLSIDE BOULEVARD



70. HILLSIDE BLVD. LOOKING SOUTH NEAR DALY CITY LIMITS



71. HILLSIDE BOULEVARD NEAR SERRAMONTE BLVD.



72. HILLSIDE BLVD



73. HILLSIDE BLVD. NEAR COMMUNITY CENTER LOOKING NORTH

## TYPICALS

- #1 MAINTAIN FLOWERS AND ORNAMENTAL LANDSCAPING NEAR GATEWAY SIGN.
- #2 MAINTAIN RAIN GARDENS/BIORETENTION AREAS PER STANDARD OPERTING PROCESURES
- #3 STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK.
- #4 MAINTAIN OPEN LANDSCAPING ALONG THE WEST SIDE OF HILLSIDE BLVD.
- #5 KEEP AREA IN THE OPEN LANDSCAPING AREA WEED AND LITTER FREE. ALSO PROVIDE TRAFFIC AND SAFETY CONTROL WHEN WORKING ON THE FRONTAGE. STREET TREES NEED TO BE PRUNED SO AS NOT TO IMPACT PARKED CARS OR PEDESTRIANS ON THE STREET RIGHT OF WAY OR SIDEWALK.
- #6: WEED ABATEMENT



74. BIORETENTION AREAS.



# COLMA TOWN HALL



75. Bio-Retention area in the Town Hall Parking Lot



75A. Bio-Retention area looking towards Town Hall from ECR



75B. Bio-Retention area in the Town Hall Parking Lot looking towards ECR.



75C. Bio-Retention area along Serramonte Blvd.

75D. Bio-Retention area near Colma Creek along Serramonte Blvd.



## TYPICALS

# 1. Maintain Bio-Retention Areas in accordance with Standard Operating Procedures. Maintain appropriate landscaping in bioretention areas and keep areas litter free. Address erosion related issues, if any, and remove accumulated silt.

#2. Maintain Open Landscape Areas and ornamental trees. Keep areas weed and litter free.

# COLMA TOWN HALL



76. Town Hall Parking Lot along ECR



76A. Bio-Retention area and landscaping looking towards Town Hall from ECR



76B. Landscaping at Town Hall Frontage along ECR.



76C. Landscaping fronting Council Chambers



76D. Landscaping along Serramonte Blvd.

## TYPICALS

#2. Maintain Open Landscape Areas, shrubs, bushes, ground cover and ornamental trees. Keep areas weed and litter free. Trim overgrowth to keep clear of sidewalks.

# COLMA TOWN HALL



77. Town Hall frontage along Serramonte Blvd



77B. Town Hall Plaza, looking towards ECR



78. Typical planters along Town Hall Frontage.



78B. Landscaping fronting Council Chambers

## TYPICALS

**#3. Maintain trees to a 7 ft height and for pedestrian and vehicular safety. Check and maintain ties to be secure until trees are stable and able to grow on their own.**

**#4. Typical planter boxes around the Town Hall**

**General: Maintain Open Landscape Areas, Bushes, Shrubs, Groundcover, perennials and annuals, and ornamental trees. Keep areas weed and litter free. Groundcover to be cutback from Pathways.**

# COLMA TOWN HALL



79. Town Hall Plaza. Typical Ornamental Planters



79B. Town Hall Plaza, Ornamental Planters



80. Typical potted planters all throughout the Town Hall Plaza



80A. Potted planters all throughout the Town Hall Plaza

80B. Potted planters all throughout the Town Hall Plaza



## TYPICALS

#4 #5. Planter boxes, Ornamental Planters and Potted Planters are a mix of annuals and perennials. They are to be kept trimmed, pruned, and manicured.

General: Maintain Open Landscape Areas, Bushes, Shrubs, Groundcover, perennials and annuals, and ornamental trees. Keep areas weed and litter free. Groundcover to be cutback from Pathways.

# COLMA POLICE DEPARTMENT



81. FRONT ELEVATION OF THE COLMA POLICE FACILITY



82. COLMA POLICE FACILITY VIEWING EAST FROM EL CAMINO REAL



83. COLMA POLICE FACILITY VIEWING WEST AT SERRAMONTE DRIVEWAY

## TYPICALS

#1 FRONT ELEVATION IS INCLUSIVE OF LAWN, SHRUBS, AND GROUND COVER

#2 REAR ELEVATION HAS A COMBINATION OF TREES, VINES, LAWN, SHRUBS AND GROUND COVER

#3 SOUTH ELEVATION HAS A COMBINATION OF TREES, VINES, SHRUBS AND GROUND COVER



84. FRONT ELEVATION OF THE COLMA POLICE FACILITY



85. REAR PARKING LOT OF THE COLMA POLICE FACILITY



86. REAR PARKING LOT OF THE COLMA POLICE FACILITY

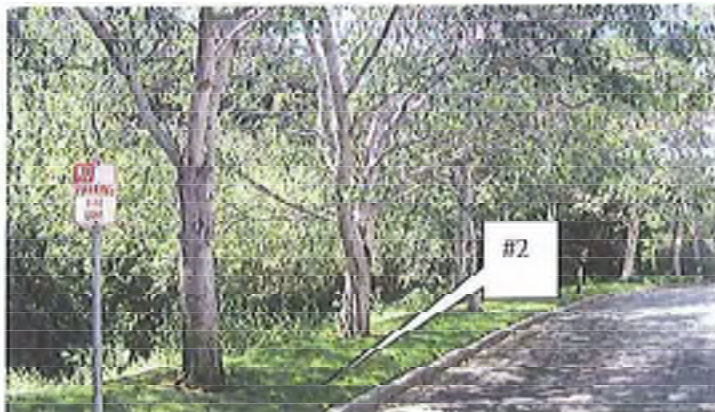
# CREEKSIDE VILLAS



87. FRONT VIEW OF CREEKSIDE VILLAS



88. FRONT VIEW OF CREEKSIDE VILLAS



89. LANDSCAPING AREA TO THE REAR OF THE COMPLEX



90. CENTER ISLAND ON THE REAR PORTION OF THE MAIN DRIVEWAY



91. NORTH SIDE OF THE COMPLEX



92. NORTH SIDE OF THE COMPLEX

## TYPICALS

#1 THE FRONTAGE OF THE SENIOR HOUSING COMPLEX HAS A VARIATION OF GROUND COVER, BOTH ANNUAL AND PERENNIAL PLANTINGS AND LAWN.

#2 LAWN TREES AND VARIOUS PLANTINGS OUTLINE THE BACK SIDE, ALSO THE TREES THAT RUN ALONG THE COLMA CREEK (CITY PLANTED TREES) NEED TO BE MAINTAINED.

#3 TREES AND GROUND COVER

#4 SMALL PLANTING AREAS AROUND THE PERIMETER OF THE COMPLEX.

#5 CENTER ISLAND, COMBINATION OF ANNUALS AND PERENNIAL PLANTS.

# CREEKSIDE VILLAS INTERIOR COURTYARD



93. WEST INTERIOR ELEVATION



94. SOUTH INTERIOR ELEVATION



95. NORTH INTERIOR ELEVATION



96. NORTH INTERIOR ELEVATION



97. EAST INTERIOR ELEVATION



98. REAR WALKWAY

## TYPICALS

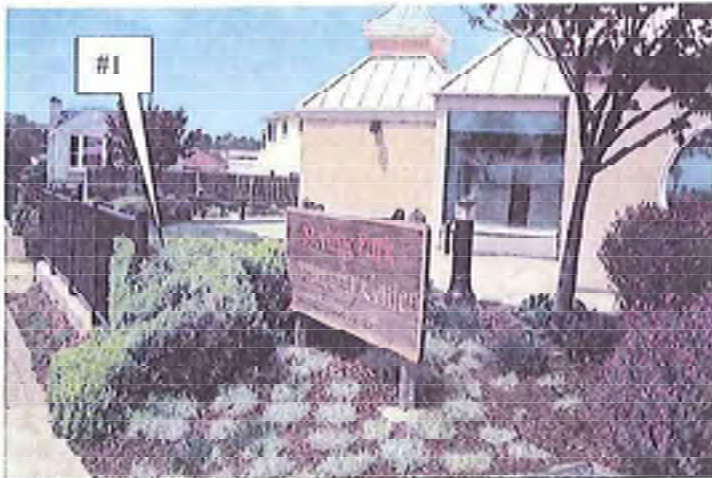
#1 THROUGH OUT THE INTERIOR OF THE COURT YARD THE PLANTINGS NEED TO BE PRUNED BACK TO KEEP THE WALKWAYS CLEAR AND FREE.

#2 KEEP GROUND COVER FULL AND WEED FREE.

#3 KEEP VINES AROUND THE TRELLIS TRIMMED AND THIN AS NEEDED.

#4 KEEP TREE BRANCHES TO A MINIMUM HEAD HEIGHT OF 7 FEET.

# STERLING PARK RECREATION CENTER



99. FRONT ELEVATION OF THE RECREATION CENTER ON F STREET



100. FRONT ELEVATION OF THE RECREATION CENTER ON F STREET



101. AREA TO THE RIGHT OF THE OUTSIDE STORAGE BUILDING



102. VIEWING WEST TOWARDS PLAY STRUCTURE

## TYPICALS

#1 MAINTAIN THE BUSHES IN THE FRONT OF THE BUILDING SO THAT THE STREET AND SIDEWALK AREA ARE VISIBLE FROM THE OFFICE.

#2 KEEP THE VINES THAT GROW ON THE FENCE TRIMMED BACK SO AS NOT TO INTERFERE WITH THE RECREATION ACTIVITIES.

#3 MAINTAIN TREES TO A 7 FOOT HEAD HEIGHT

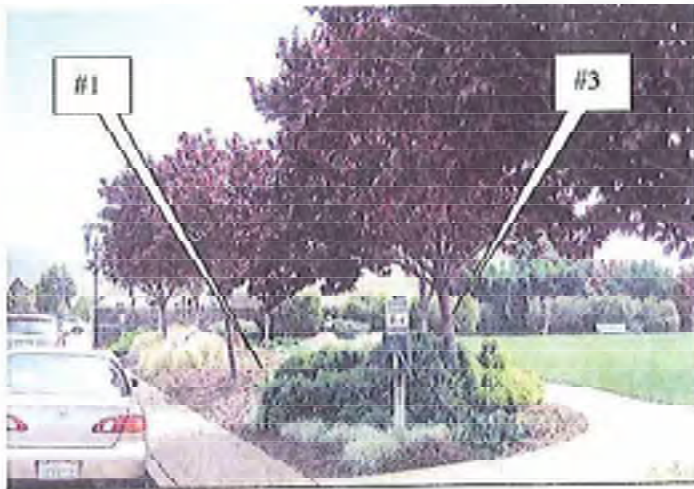
#4 MAINTAIN LAWN, SHRUBS AND GROUNDCOVER.



103. VIEWING SOUTH TOWARDS F STREET



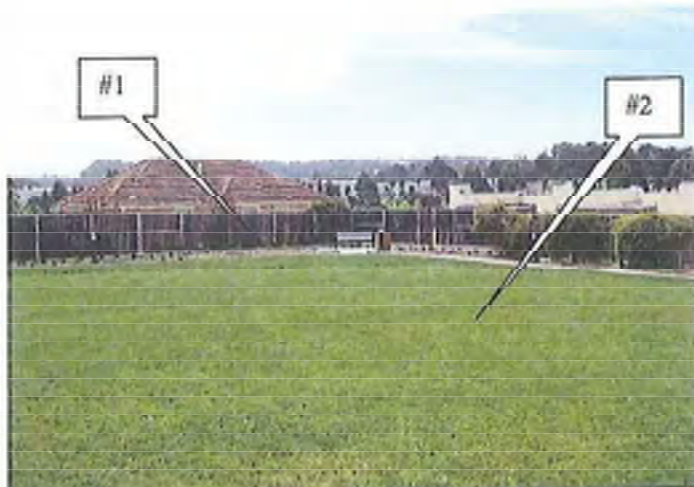
# STERLING PARK RECREATION CENTER



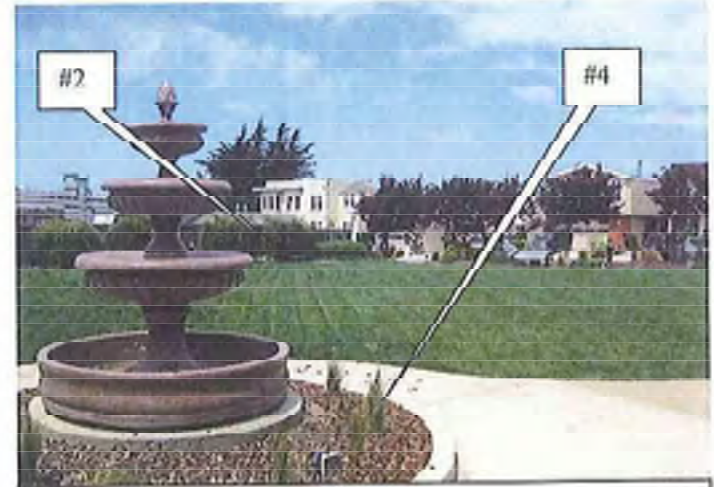
104. VIEWING EAST FROM E STREET



105. VIEWING SOUTH EAST FROM E STREET



106. VIEWING SOUTH WEST FROM E STREET



107. VIEWING NORTH WEST TOWARDS E STREET

## TYPICALS

#1 MAINTAIN BUSHES, SHRUBS AND GROUND COVER.

#2 MAINTAIN LAWN

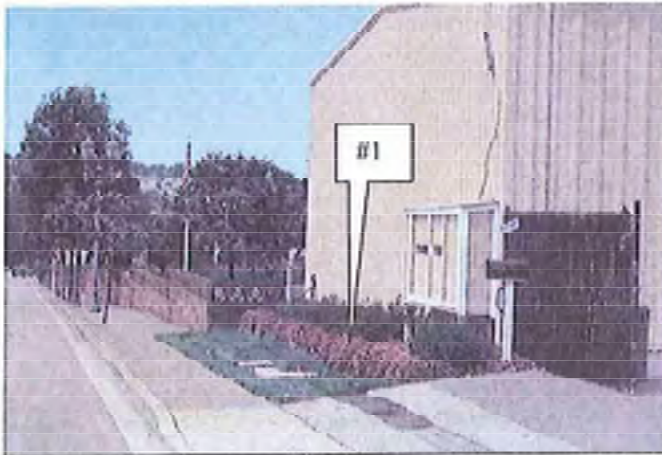
#3 MAINTAIN TREES TO A 7 FOOT HEAD HEIGHT

#4 MAINTAIN PERENNIAL PLANTS



108. VIEWING EAST TOWARDS OUTSIDE RESTROOMS

# TOWN OF COLMA CORPORATION YARD



109. LEFT SIDE OF THE CORP YARD DRIVEWAY



110. RIGHT SIDE OF THE CORP YARD DRIVEWAY

# BARK PARK



111. BARK PARK IN FRONT OF THE GATE



112. BARK PARK VIEWING NORTH



113. BARK PARK VIEWING NORTH

## TYPICALS

#1 MAINTAIN LAWN, PLANTER, FERTILIZE AND WEED CONTROL.

#2 MAINTAIN LAWN AND EDGE AROUND STRUCTURES.

#3 MAINTAIN PLANTING AREA.

#4 MAINTAIN AND PROVIDE PEST CONTROL IN THE LAWN AREA.

#5 MAINTAIN VINES AND BUSHES ALONG THE FENCE LINE.

# HISTORICAL MUSEUM



114. TRAIN DEPOT



115. PARKING LOT



116. FREIGHT BUILDING



117. HISTORICAL MUSEUM

## TYPICALS

#1 MAINTAIN OPEN LANDSCAPED AREAS. KEEP AREAS WEED AND LITTER FREE.

#2 WHEN WORKING ON THE FRONTAGE, TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFICATIONS IS REQUIRED.

#3 TURF AREA SHOULD HAVE AN APPEARANCE OF BEING BETWEEN 2" TO 2.5" IN HEIGHT AFTER MOWING.



118. HISTORICAL MUSEUM



119. MEMORIAL GARDEN

# COLMA COMMUNITY CENTER



120. COMMUNITY CENTER FRONT



121. COMMUNITY CENTER FRONT



122. PARKING LOT



123. PARKING LOT FRONTAGE

## TYPICALS

#1 MAINTAIN OPEN LANDSCAPED AREAS. KEEP AREAS WEED AND LITTER FREE.

#2 WHEN WORKING ON THE FRONTAGE, TRAFFIC CONTROL AND SAFETY ATTIRE PER CALTRANS SPECIFICATIONS IS REQUIRED.

#3 TURF AREA SHOULD HAVE AN APPEARANCE OF BEING BETWEEN 2" TO 2.5" IN HEIGHT AFTER MOWING.



124. COMMUNITY CENTER NORTH WEST



125. COMMUNITY CENTER NORTH



126. COMMUNITY CENTER LAWN

# EXHIBIT B-1: ANNUAL CLEANING SERVICES

## 1. Colma Creek

Colma Creek runs about 1.5 miles through the Town, just west of El Camino Real from F Street (north end of Town) to Cypress Lawn Cemetery (1370 El Camino Real), and then west of Mission Road to the South San Francisco border. Once each year, between August and September, Contractor shall clean Colma Creek, as described in this exhibit. In past years, this work took a crew of three to four persons working 7-10 days to complete.

### (a) **Contractor's Duties.** Contractor shall:

- By August 15 of each year, provide the Town with a proposed work schedule (including the start date, work must start on or before September 1<sup>st</sup> of that current year ), number of workers assigned to the project, and the name, title and phone number of the project supervisor;
- Meet with Public Works Supervisor to review and discuss cleaning protocol and reporting requirements; Public works Superintendent will provide reporting forms. Contractor will also be responsible for before and after pictures as directed by the Public Works Superintendent.
- Remove all trash and loose debris from the creek, remove all vegetation growing within creek, and trim or cut back all overhanging branches and shrubs that can be reached from the side of the creek bed; the contractor will identify to their crews and the Public Works Superintendent all safety protocols, those protocols will be reviewed and approved by the Public Works Superintendent prior to cleaning.
- Work cautiously to maintain the stability of the Creek bank at all times while removing items from the creek bank, immediately cease work in areas where the creek bank exhibits weakness or instability, and promptly contact the Public Works Department for further direction;
- Notify the Public Works Department of any problems or concerns are encountered during work;
- Provide hauling services from Colma Creek to dumping site(s) approved in advance by the Public Works Superintendent.
- Photograph the Creek before and after clean-up work and provide report (photos every 500 ft, quantity of trash removed, vegetation removed, etc.) to the Public Works Superintendent.
- Per the Town's Regional Municipal Stormwater Permit, the Contractor will be required to Clean and document the two (2) trash hot spots, 150 lineal feet each, in accordance with the Municipal Regional permit requirement. For trash hot spot reporting, mark locations and provide photos for every 50 ft showing before and after conditions at each of the Town's two (2) trash Hot Spot locations; and
- Complete San Mateo County Pollution Prevention Program's Trash Hot Spot Data Collection Form and Activity Report (Provided by the Public Works Superintendent) and provide copy to the Public Works Department.

## **EXHIBIT B-1: ANNUAL CLEANING SERVICES**

**(b) Town's Duties.** Town shall:

- Provide Contractor with all required dumping permits and locations to discard the debris removed prior to Contractor's beginning scheduled work;
- Provide Contractor with mapping and information of Colma Creek boundary limits; and
- Provide Contractor with San Mateo County Trash Collection Hot Spot Form.

### **2. Area Drains**

There are approximately 50 area drains within parks and facilities in Town. Once annually, on a schedule to be approved by Town, Contractor shall remove all garbage, rubbish, junk, debris and discarded waste from the area drains.

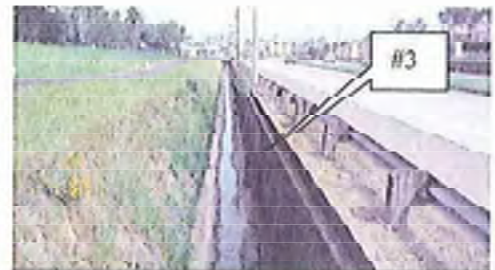
# COLMA CREEK



127. COLMA CREEK ALONG EL CAMINO REAL.



128. COLMA CREEK ALONG EL CAMINO REAL



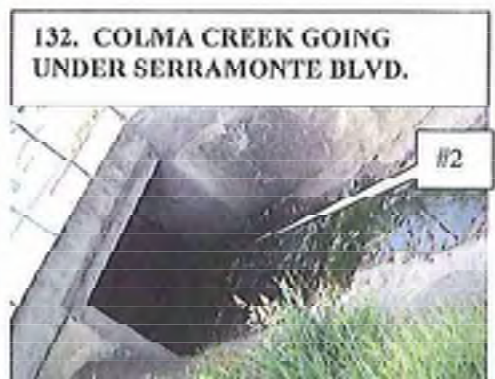
129. COLMA CREEK ALONG EL CAMINO REAL



130. COLMA CREEK BEHIND CREEKSIDE VILLAS



131. COLMA CREEK BEHIND TOWN HALL



132. COLMA CREEK GOING UNDER SERRAMONTE BLVD.



133. COLMA CREEK ALONG MISSION ROAD



134. COLMA CREEK ALONG MISSION ROAD



135. COLMA CREEK ALONG MISSION ROAD

## TYPICALS

CONTRACTOR IS RESPONSIBLE FOR REMOVING DEBRIS, TRASH, AND SHRUBS FROM THE CREEK ONE TIME PER YEAR, TYPICALLY IN AUGUST – SEPTEMBER

#1 REMOVE ANY SHRUBS OR BUSHES ENCROACHING ON CREEK

#2 DO NOT ENTER ENCLOSED OVERHEAD AREAS.

#3 REMOVE ANY TRASH OR DEBRIS

#4 USE SAFETY PRECAUTIONS WHEN ENTERING AND EXITING THE CREEK AREA.



136. COLMA CREEK ALONG MISSION ROAD



137. COLMA CREEK ALONG MISSION ROAD





# EXHIBIT C-1: POLICIES FOR USE OF BIOLOGICAL AND CHEMICAL MATERIALS

## 1. MANAGEMENT OF BIOLOGICAL AND CHEMICAL AGENTS, INCLUDING FERTILIZERS, PESTICIDES AND RODENTICIDES

(a) Contractor's Duties:

- Obtain written recommendations from a Qualified Applicator for use of pesticides
- Follow Town's IPM Policy and Procedures (See next section)
- Provide all proper postings and schedules prior to using fertilizers, herbicides, pesticides and rodenticides
- Provide a list (MSDS Sheets) of all chemicals used for using fertilizers, herbicides, pesticides and rodenticides to the Public Works Superintendent.
- Complete and provide bi-monthly chemical and pesticide use reports to the Town (Form to be provided by Town)
- Provide all proper safety apparatus and equipment when spraying for herbicides, pesticides and rodenticides.
- Prior to application, contractor will communicate Public Works Superintendent the use of alternative or non-toxic methods of spraying and fertilizing according to the Town's IPM Policy and Procedures

(b) Town's Duties:

- Pay for biologicals and chemicals (Contractor to provide labor to apply as part of contract cost)
- Obtain a restricted material permit annually from the San Mateo County Department of Agriculture. (Provide copy to the contractor)
- Provide chemical-pesticide use form

## 2. INTEGRATED PEST MANAGEMENT POLICIES AND PROCEDURES

(a) Goals. The goals of these policies and procedures are to:

- protect the health and safety of general public and the Town employees;
- protect the environment and water quality;
- provide sustainable solutions for pest control through the reduced use of pesticides on property including buildings owned or managed by the City/County; and
- comply with the municipal regional stormwater permit.

(b) Definitions. As used herein, the following terms shall have the meaning ascribed:

*Integrated Pest Management (IPM)* is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed

## **EXHIBIT C-1: POLICIES FOR USE OF BIOLOGICAL AND CHEMICAL MATERIALS**

according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-targeted organisms, and the environment.

*IPM techniques* include biological controls (e.g., ladybugs and other natural enemies or predators); physical or mechanical controls (e.g., hand labor or mowing, caulking entry points to buildings); cultural controls (e.g., mulching, alternative plant type selection, and enhanced cleaning and containment of food sources in buildings); and reduced risk chemical controls (e.g., soaps or oils).

*Pesticides* are defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Pests can be insects, rodents and other animals, unwanted plants (weeds), bacteria or fungi. The term pesticide applies to herbicides, fungicides, insecticides, rodenticides, molluscicides and other substances used to control pests.

*Town of Colma owned or managed property/facility* includes but is not limited to parks and open space, roadsides, landscaped medians, flood control channels and other outdoor areas, as well as municipal buildings and structures.

### (c) Required Implementation of Integrated Pest Management

Contractor shall implement these IPM policies and procedures to control pests and use IPM techniques that emphasize non-pesticide alternatives. Pesticides will only be used after careful consideration of non-chemical alternatives and then the least toxic chemicals that are effective shall be used.

### (d) Hierarchy of Management Practices. Contractor shall control pests by taking the following steps in the following order:

- (1) Identify conditions that contribute to the development of pest populations, and employ IPM practices to manage pest populations;
- (2) Maintain landscaped areas to reduce and eliminate pest habitats;
- (3) Implement pest management practices, including watering, mulching, waste management, and food storage, to discourage the development of pest population;
- (4) Alter pest ecosystems to reduce food, water sources, and harborage;
- (5) Prioritize the use of physical controls such as mowing weeds, using traps, and installing barriers;
- (6) Use biological controls to introduce or enhance a pests' natural enemies;
- (7) When pest populations reach treatment thresholds (based on how much biological, aesthetic, economic or other damage is tolerable), evaluate the effectiveness of the

## **EXHIBIT C-1: POLICIES FOR USE OF BIOLOGICAL AND CHEMICAL MATERIALS**

preceding non-pesticide management activities and obtain the Town's approval before proceeding to the following practices;

(9) When pesticides are necessary, select reduced risk pesticides and use the minimum amounts needed to be effective;

(10) Apply pesticides at the most effective treatment time, based on pest biology, monitoring, and other variables, such as weather, seasonal changes in wildlife use, and local conditions; and

(11) Whenever possible, use pesticide application methods, such as containerized baits, that minimize opportunities for mobilization of the pesticide in stormwater runoff.

(e) Use of Practices and Controls. Contractor shall:

(1) Use cultural practices and pest prevention measures to minimize the occurrence of pest problems.

(2) Use biological and physical controls that are environmentally appropriate and economically feasible to control pests.

(3) Use chemical control as a last resort, and then use the least toxic product;

(4) Where feasible for structural pest control, apply insecticides as containerized baits;

(5) Avoid, to the maximum extent possible, the use of pesticides that threaten water quality, including but not limited to: organophosphorus insecticides (chlorpyrifos, diazinon, and malathion), pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyfluthrin, beta-cyfluthrin, cypenethrin, deltamethrin, esfenvalerate, lambda yhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl and aldicarb), diamides (chlorantraniliprole and cyantraniliprole), diuron, indoxacarb, and fipronil and its degradates, especially in formulations and situations that pose a risk of contaminating stormwater runoff;

(6) Train its employees on IPM techniques, pesticides-related stormwater pollution prevention methods, and the Town's IPM policies and procedures;

(f) Town shall set a threshold of tolerance for pests and rodents and notify Contractor of that threshold. Contractor shall:

(1) Inspect rights of ways and facilities every week to check for rodent activity and set traps as needed. Baiting is not preferred.

(2) Chemical control should be used as a last resort, and then use the least toxic product, consult with County IPM advisor and Town of Colma Public Works Supervisor.



## Town of Colma Standard Bioretention Facility Maintenance Procedures

*The Town of Colma has installed bioretention facilities to not only provide aesthetic features to the Townscape, but also meet LID site design and Green Infrastructure NPDES Stormwater Permit requirements. Location of Town facilities are described and as shown in the RFP.*



*Bioretention facilities are designed treatment systems that rely on engineered bio-treatment soil mix and selective plantings, which filter and naturally remove pollutants through their physical, biological, and chemical processes of a living system. These facilities normally consist of a ponding area, mulch layer, vegetation and biotreatment soil mix.*

Town staff responsible for maintenance of the facilities are:

Public Works Maintenance Supervisor

Louis Gotelli

(650) 757-8888

**I. Routine Maintenance Activities**

The principal maintenance objective is to maintain a living system by preventing sediment and trash build-up, which reduces pollutant removal efficiency and may lead to bioretention facility failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

<b>Table 1 Routine Maintenance Activities for Bioretention Areas</b>		
<b>No.</b>	<b>Maintenance Task</b>	<b>Frequency of Task [minimum]</b>
1	Remove obstructions, debris and trash from bioretention facility and dispose of properly.	Monthly, or as needed after storm events
2	Check bioretention facility to ensure that it drains between storms and within five days after rainfall. If ponded water does not drain within five days, check if drains are clogged or consider removing the surface biotreatment soil and replacing with the approved soil mix and re-plant.	Monthly, or as needed after storm events
3	Check inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Remove and replace all dead and diseased vegetation <sup>3</sup> . Check if soils needs replacing with the approved soil mix <sup>2</sup> and re-plant.	Twice a year <sup>4</sup>
5	Maintain vegetation and the irrigation system. Prune and weed (no pesticides) to keep bioretention facility neat and orderly in appearance.	Before wet season begins, or as needed
6	Check and, as needed, add mulch to maintain a 3" depth over all bare soil areas, except within six inches of tree trunks.	Recommended that composted arbor mulch be applied once a year, typically before wet season begins; or as needed
7	Use attached checklist for routine bioretention facility Maintenance Activities and for Training of Staff.	<u>Routine Maintenance Activities:</u> Monthly, or after large storm events, and after removal of accumulated debris or material <u>Training:</u> As needed (minimum once every 5 years)
8	Annually inspect bioretention facility using the attached C.3.h Treatment Facility O&M Inspection checklist.	Annually complete Inspection Form for each bioretention area. May be combined with a Monthly Routine Activity.

<sup>1</sup> Bioretention facilities include linear treatment measures designed to filter water through biotreatment soils. A bioretention facility that has no waterproof liner beneath it and has a raised underdrain in the underlying rock layer to promote infiltration, as shown in Section 6.1 of the C.3 Technical Guidance, may also be called a “bio-infiltration area”.

<sup>2</sup> Biotreatment Soil Mix is specified in Appendix K of the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP) C.3 Technical Guidance.

<sup>3</sup> Replacement plants should be listed on the plant palette of the original bioretention landscaping drawings. If these drawings are not available, plants can be selected from Appendix A of the SMCWPPP C.3 Technical Guidance. Plants not listed in Appendix A of this guidance should only be utilized if recommended by a landscape architect.

<sup>4</sup> plants and material will be paid for as an extra

## II. Prohibitions

Refer to Town's IPM Policy and SOPs for use/ non-use of any pesticide. Do not use pesticides or other chemical applications to treat diseased plants, control weeds or removed unwanted growth. Employ non-chemical controls (biological, physical and cultural controls) to treat a pest problem. Prune plants properly and at the appropriate time of year. Provide adequate irrigation for landscape plants. Do not over water.

## III. Mosquito Abatement

Standing water should not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides should be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

San Mateo County Mosquito Abatement District 1351 Rollins Road  
Burlingame, CA 94010  
PH:(650) 344-8592  
FAX: (650) 344-3843  
[Email: info@smcmad.org](mailto:info@smcmad.org)

## IV. Maintenance Activity Documentation (*Item 7 in Table 1*)

The attached Bioretention facility Maintenance Checklist should be used to conduct and record identified maintenance needs, document repairs and/or changes made to bioretention areas. *Note: Changes to any facility's soil, plants, or re-configuration of shape, area volume, drainage way (ie under drain, overflow, etc) requires review by Town Engineering Staff to determine conformance with NPDES Stormwater Permit design requirements.*

## V. Staff Training

Staff to receive regular training on the Town's IPM Policy, SOPs, record keeping and reporting requirements. In addition, Town staff responsible for maintenance activities related to the bioretention areas, should be trained in accordance with Bay Friendly or equivalent procedures.

In the case the Town contracts with third party vendors for maintenance activities, Town shall require evidence of **vendor staff training in Bay Friendly and IPM equivalent methods** for maintaining biotreatment facilities.

Attachments

- Attachment  List / Map of Town of Colma Bioretention Facilities
- Attachment  Routine Maintenance Checklist
- Attachment  Annual C.3.h Treatment Facility O&M Inspection Form







Defect	Conditions When Maintenance is Needed	Maintenance Needed? (Y/N)	DATE Maintenance Performed?	Describe Maintenance Completed	Results Expected When Maintenance Is Performed
5. Vegetation	Vegetation is dead, diseased and/or overgrown.				Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.				All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.
7. Other	Any condition not covered above that needs attention in order for the to function as designed.				Meet the design specifications.

<sup>2</sup> If maintenance requires a repair that will take more than 30 days to complete, provide schedule and target completion date.

# Monthly Progress Report Town Hall

**Reporting Month:** \_\_\_\_\_

**Date:** \_\_\_\_\_

	Scope of Work (Exhibits A and C)									
	LAWN	TREES	PLANTS	BIO-RETENTION AREAS	APPLIED FERTILIZER	CHECKED/ MAINTAINED/ REPAIRED IRRIGATION	WEED CONTROL	PEST CONTROL	RODENT CONTROL	
Completed										
Partially Completed/Percent Completed										
Not Completed										

Deficiencies Found	
Deficiencies Corrected	
Instructions/Notes	
Person Reporting	Signature _____

# Monthly Progress Report

## Junipero Serra Blvd.

**Reporting Month:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>Limits</b>	<b>Scope of Work (Exhibits A and C)</b>									
<b>FROM DALY CITY TO SOUTH SAN FRANCISCO</b>	<b>TREES</b>	<b>PLANTS</b>	<b>APPLIED FERTILIZER</b>	<b>CHECKED/ MAINTAINED/ REPAIRED IRRIGATION</b>	<b>WEED WACKING</b>	<b>WEED CONTROL</b>	<b>PEST CONTROL</b>	<b>RODENT CONTROL</b>	<b>TRAFFIC CONTROL</b>	
Completed										
Partially Completed/Percent Completed										
Not Completed										

Deficiencies Found	
Deficiencies Corrected	
Instructions/Notes	
Person Reporting	Signature



## EXHIBIT D: PRICING FORM

**Part A. General Landscape Maintenance Services.** Upon satisfactory completion, Town shall pay Contractor for General Landscape Maintenance Services described in Exhibit A in the lump sum ("LS") amounts set forth below:

ITEM	DESCRIPTION	UNIT	MONTHLY COST	ANNUAL COST
1	El Camino Real	LS	\$ 1,200	\$ 14,400
2	Serramonte Blvd. West	LS	\$ 410	\$ 4,920
3	Serramonte Blvd. East	LS	\$ 450	\$ 5,400
4	Collins Avenue	LS	\$ 300	\$ 3,600
5	Colma Blvd.	LS	\$ 585	\$ 7,020
6	Mission Road	LS	\$ 400	\$ 4,800
7	Junipero Serra Blvd.	LS	\$ 1170	\$ 14,040
8	Lawndale Blvd.	LS	\$ 1500	\$ 18,000
9	Clark Avenue	LS	\$ 910	\$ 10,920
10	B Street	LS	\$ 450	\$ 5,400
11	C Street	LS	\$ 200	\$ 2,400
12	D Street (including stairs)	LS	\$ 500	\$ 6,000
13	E Street (including stairs)	LS	\$ 400	\$ 4,800
14	F Street	LS	\$ 910	\$ 10,920
15	Hillside Blvd.	LS	\$ 800	\$ 9,600
16	Colma Police Facility	LS	\$ 1750	\$ 21,000
17	Town Hall	LS	\$ 1800	\$ 21,600
18	Creekside Villas (Senior Housing)	LS	\$ 1000	\$ 12,000
19	Recreation Center (Sterling Park)	LS	\$ 2000	\$ 24,000
20	Corporation Yard	LS	\$ 300	\$ 3,600
21	Bark Park	LS	\$ 300	\$ 3,600
22	Historical Museum (from Museum south to the Blacksmith Shop)	LS	\$ 1200	\$ 14,400
23	Colma Community Center (from the lawn area south)	LS	\$ 400	\$ 4,800
24	Rodent Control	LS	\$ -	\$ -
25	<b>TOTAL MONTHLY/ANNUAL COST</b>	<b>LS</b>	<b>\$ 18,935</b>	<b>\$ 227,220</b>

## EXHIBIT D: PRICING FORM

**Part B. Annual Services.** Upon satisfactory completion, Town shall pay Contractor for the Annual Services described in the contract or exhibits shown in the table below at the unit rates set forth in the table:

ITEM	DESCRIPTION	UNIT	UNIT COST
26	Clean Colma Creek (See Exhibit B)	LS	\$5,200
27	Clean Area Drains (See Exhibit B)	Each	\$50
28	Aerating Lawns (min 20,000 sqft.) (See Contract § 3.2)	Per 1,000 Sq. Ft.	\$0.25

**Part C. Hourly Rates for Extra Services.**

Upon satisfactory completion, Town shall pay Contractor for Extra Services described in section 3 of the Contract at the hourly rates set forth below:

ITEM	POSITION	HOURLY RATE
	Supervisor	\$ 85
	Foreman	\$ 65
	Skilled Crew	\$ 60
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

**Part D. Emergency Services.** Upon satisfactory completion, Town shall pay Contractor for Emergency Services described in section 2 of the Contract at the hourly rates set forth below in Part C, Hourly Rates for Extra Services times the following appropriate factor:

- (1) For work performed during business hours by a crew already working in Town at the time of the emergency, the factor shall be One (1.0);
- (2) For work performed during business hours by a crew brought in from outside the Town, the factor shall be one (1.0);
- (3) For work performed after business hours' on twenty-four hours' response time, the factor shall be one and one half (1.5); and

## EXHIBIT D: PRICING FORM

(4) For work performed after business hours on two hours' response time, the factor shall be One and one-half (1.5).

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

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

\* \* \* \* \*

Respectfully submitted:

X Segale & Cerini, Inc.  
(Business Name)

X [Signature] 2/17/2021  
(Signature & Date)

X President  
(Title)

Contractor's License Number and Class C27 B 484419

*(Signatory's authority should be included with the exhibit)*





## **EXHIBIT E**

### **MINIMUM TRAFFIC CONTROL SAFETY REQUIREMENTS**

When working within the streets and rights of way named below, Contractor shall perform all work in accordance with this Exhibit E; *Caltrans Maintenance Manual*, "Chapter 8 - Protection of Workers"; and Caltrans Code of Safe Practices.

#### **1. Street Subject to Traffic Control Requirements**

The following streets and rights of way are subject to the requirements herein: El Camino Real, Hillside Boulevard, Junipero Serra Boulevard, Serramonte Boulevard, Lawndale Boulevard, Mission Rd., and Colma Boulevard.

#### **2. Required Equipment**

Contractor shall provide all necessary traffic safety equipment, signage and apparel. Traffic safety equipment means, for example, vehicles properly equipped with traffic safety flashers, light bars, beacons or directional signals (temporary or permanent).

#### **3. Minimum Standards.**

(a) These are the *minimum* requirements; the contractor shall take such additional steps as are reasonably necessary to assure the safety of its employees while performing work under this contract.

(b) In preparation for this RFP and contract the Town has met with Caltrans and has agreed to the minimum requirements stated below along El Camino Real. However, Caltrans has the right to require stricter standards along El Camino Real.

(c) The Town of Colma will enforce the minimum traffic control requirements in all other areas where maintenance will be performed. However, the Town of Colma reserves the right to impose stricter traffic control standards along if it believes the work area is not safe.

(d) If either Caltrans or the Town imposes stricter requirements, the contractor is entitled to request and negotiate a change order with the Town.

#### **4. Lane Closure Not Required.**

(a) When workers are conducting maintenance near moving traffic, but the workers are not in a stationary position or in an area for more than 20 minutes, the contractor shall:

- (i) Install temporary signage (i.e. "Work Zone Ahead", "Slow – Landscape Maintenance Ahead"
- (ii) Wear appropriate safety apparel (Caltrans/OSHA/current industry standard)
- (iii) Face traffic when conducting work

(iv) Assign one person dedicated to be the “look out” and warn workers if an errant vehicle is approaching. The “look out” should carry a device which the other workers can hear in case of a warning message being communicated (e.g. horn).

(b) Typically, mowing, edging, fertilizing and weed control (spraying) are activities may not require lane closure.

## **5. Lane Closure Required.**

(a) When workers are conducting maintenance or irrigation repairs near moving traffic and are in a stationary position or in an area for greater than 20 minutes, the contractor shall close a lane of traffic using traffic safety devices per Caltrans standard plans and specifications (i.e. Caltrans traffic control plan T-11).

(b) Typically, pruning, pulling weeds, and the repairing of valves or mainlines are activities that would require lane closure.

(c) The areas where the Town would expect to see lane closures when performing this type of work are, for example:

(i) along the median on Junipero Serra Boulevard;

(ii) on the north side of Serramonte Boulevard between El Camino Real and Hillside Boulevard; and

(iii) on the south side of Colma Boulevard between Home Depot and Best Buy.

(iv) Along the median on Lawndale Blvd.

## **6. Traffic Control Systems.**

(a) When conducting maintenance in areas where a vehicle can be parked safely without impeding, blocking or sticking out in the lane of traffic (shoulder area), and work can be performed, the contractor shall install a traffic control system (i.e. delineation and signage) instead of closing a lane of traffic.

(b) The area(s) where the Town would expect to see traffic control systems when performing this type of work are, for example:

(c) on the south side of Lawndale (behind back of curb) between Mission Road and Hillside Boulevard.

## **7. Anytime, employees of the contractor are in potential conflict with traffic, traffic control will be required., to what degree is determined by the type of work on roadway conditions, training and monitoring. Traffic control shall be implemented in accordance with the current Caltrans/CAMUTCD standard traffic control plans.**

Contractor shall conform to the Caltrans Maintenance Manual, “Chapter 8 - Protection of Workers”, and Caltrans Code of Safe Practices, when training workers and installing work zone

safety practices. The contractor shall instruct its employees to follow the requirements herein and shall plan and supervise its employees' activities for compliance.

**8. Permits/Licenses, Certifications, Insurance.**

Contractor shall acquire a Caltrans rider/double permit to the Town's General Encroachment Permit (for work on El Camino Real).

Provide Town with proof of certified training (Caltrans ATSSA, etc.) as required.

Obtain Town's Business License.

Provide Insurance Certificate as required by the Contract.

For Work within the Town's right-of-way, the Town will waive the fees for the encroachment permit. For work on El Camino Real, the contractor shall obtain a double permit from Caltrans. The Town will reimburse fees for the Caltrans encroachment permit.





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Pak Lin, Administrative Services Director  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: April 14, 2021  
 SUBJECT: Unfunded Liabilities Policy and Strategy Update

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## RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION AMENDING THE TOWN'S BUDGET PROCEDURE AND RESERVE POLICIES  
 (ADMINISTRATIVE CODE (CAC) SUBCHAPTER 4.01)

## EXECUTIVE SUMMARY

As of June 30, 2020, the Town reported an unfunded liability balance of \$10.09 million in pension and \$12.70 million in OPEB, and \$1.26 million in compensated absences liability. As of the same date, the funded status for pension, OPEB, and Accrued Leave are 79.7%, 24.4%, and 56.8%, respectively. The funding goal for pension and OPEB is to reach full funded status and for accrued leave is to reach 80% funded status. These funding goals will better position the Town's financial condition and provide financial stability.

The proposed updates to the Administrative Code Subchapter 4.01: Budget Procedure and Reserve Policies will strengthen the Town's commitment to reserves for unfunded liabilities and establish reserve replenishment priorities in the years the Town has a general fund operating surplus. Additionally, Attachment C summarizes the minimum annual contribution costs to reach the funded status goals, as stated above.

## FISCAL IMPACT

None. The contribution schedule in Attachment C will be incorporated as part of the annual budget, beginning with fiscal year FY 2021-22.

## BACKGROUND

Pension and other post-employment benefit (OPEB) plan obligations continue to be some of the Town's largest financial concerns. Routine reviews and updates of the Town's Unfunded Liabilities Strategies and reserve policies are an important part of financial planning and financial viability. Per the 2018 Grand Jury report regarding unfunded liabilities, all agencies should routinely review

their total unfunded liabilities. The last comprehensive review of the Town's unfunded liabilities strategy was in 2018.

During the March 4, 2021 City Council meeting, GovInvest presented the condition of the CalPERS pension trust and of the Town's unfunded pension liabilities. CalPERS' investment advisors estimate that PERS will earn an average of 5.54% over the next 10-year period and only 6.78% on average for the next 30 years. Given the current earnings target of 7.00%, these estimates may be an early indicator that the CalPERS board may need to lower their target discount rate further.

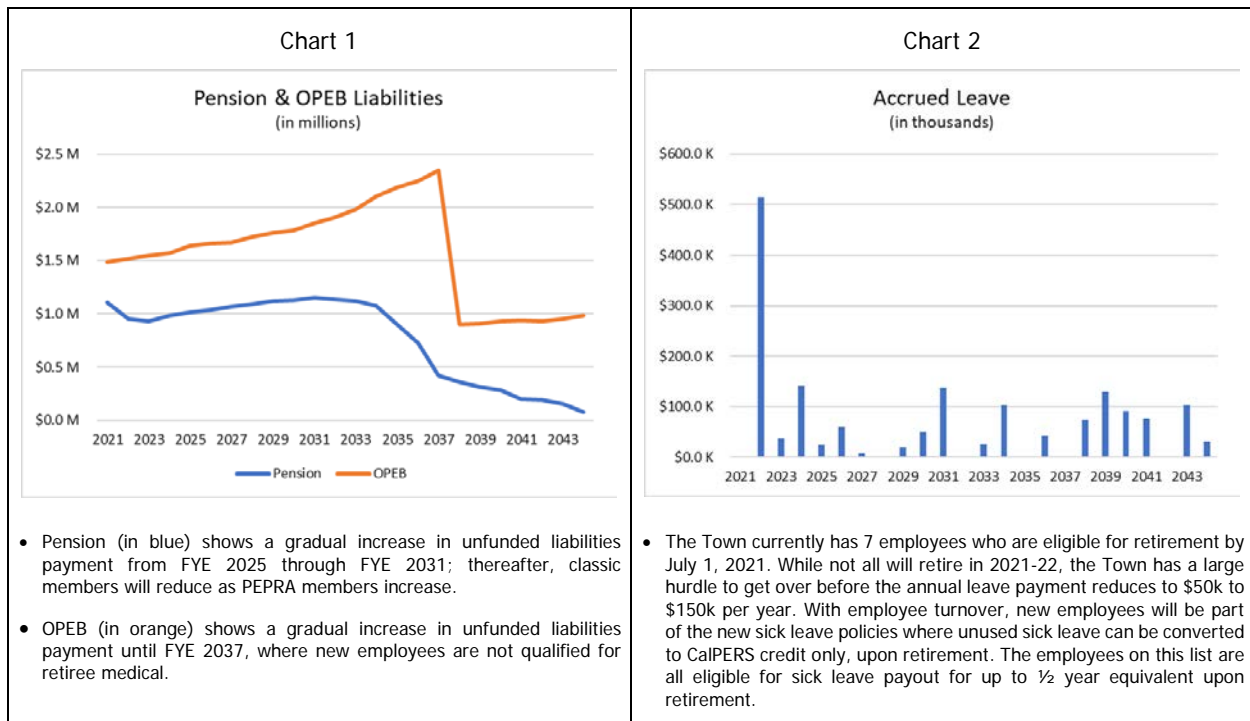
On October 24, 2018, the City Council approved the strategy to make a \$1.05 million supplemental contribution to CalPERS directly, a \$1.00 million transfer to a separate irrevocable pension trust (PARS pension trust), and \$450,000 annual transfers to the PARS pension trust. The annual \$450,000 transfer represents the difference between the annualized unfunded liability payment based on a 7.00% discount rate and a 6.00%. It is important to note that the attached payment schedule for pension contributions only show the unfunded liabilities based on current CalPERS assumptions. It does not include "normal cost," which is a percent of payroll.

Below is the total unfunded liabilities stated in the Town's audited financial statements for the fiscal year ending June 30, 2020.

(In Millions)		Pension	OPEB	Accrued Leave	Total
Total Liabilities	[a]	\$ 44.61	\$ 16.81	\$ 1.26	\$ 62.68
Total Assets					
CalPERS Trust	[b]	34.51	0	0	34.51
PARS Trusts	[b]	1.06	4.11	0	5.16
GF Reserve	[b]	0	0	0.72	0.72
Total Unfunded Liabilities	[a] - Σ [b]	\$ 10.09	\$ 12.70	\$ 0.54	\$ 23.34
Funded Status	Σ [b] / [a]	79.7%	24.4%	56.8%	64.4%

NOTE: The Town's audited financial statement is prepared in accordance with government accounting rules (GAAP). CalPERS actuarial valuation reports do not follow GAAP and report asset values differently. Additionally, GASB 68 Pension reporting and GASB 75 OPEB reporting use data through June 30, 2019 and therefore the PARS Trust balance reflects the investment balance of the same period. As of June 30, 2020, the Town has a balance of \$5.08 million in OPEB trust and \$1.5 million in Pension trust.

In May 2021, the City Council approved a limited-term reduction in the FY 2019-20 and FY 2020-21 pension and OPEB contributions as part of the Town's response to the COVID 19 economic crisis. Heading into FY 2021-22, it is staffs recommendation to refocus our attention on the pension and OPEB liabilities. As shown in Chart 1 below, pension and OPEB liabilities are expected to climb in the next 15 years before the Town reaps the benefit of the reduced medical and pension benefits. Similarly, in Chart 2, the Town has seven employees currently eligible for retirement resulting in more than \$500,000 accrued leave liability in the coming fiscal year. Once over these hurdles, the Town will have a more manageable annual payment and contribution.



## ANALYSIS

Part of the challenge of addressing future unfunded liabilities is balancing the need to save money to pay for future liabilities and the need to invest in the Town's infrastructure and the community.

## RESERVE POLICY

The proposed update to the reserve policy includes strengthening the Town's commitment to set aside funds for unfunded liabilities and establishing reserve funding priorities during the years the Town experiences a general fund operating surplus. Proposed changes to Colma Administrative Code (CAC) Subchapter 4.01 includes:

- Adding "reduce future unfunded liabilities" as a purpose to the policy [CAC 4.01.140 (e)];
- Stating the goal of the OPEB reserve (CAC 4.01.150c1), pension reserve [CAC 4.01.150 (c2)], and Accrued Leave Reserve [CAC 4.01.150 (d3)];
- Clarifying Budget Stabilization Reserve calculation [CAC 4.01.150 (d2)];
- Adding Capital Improvement Reserve policy [CAC 4.01.150 (e4)]
- Updating the replenishment policy for pension and OPEB [CAC 4.01.160] and accrued leave reserve [CAC 4.01.170]; and
- Defining the replenishment priorities during years of general fund surplus [CAC 4.01.190]

The CAC 4.01.190 Annual Surplus is a new section that prioritizes the Town's need to make extra contributions toward unfunded liabilities and infrastructure improvements. Attachment B is the entire Budget Procedure and Reserve Policy showing additions in blue and deletions in red.

## PENSION, OPEB, AND ACCRUED LEAVE ANNUAL SCHEDULE

The table below shows the total annual contribution for the next five years. The annual contribution through FY 2043-44 is available in Attachment C of this Staff Report.

Table 1

Annual Contribution	2021-22	2022-23	2023-24	2024-25	2025-26
<b>Pension</b>					
CalPERS	\$ 951,270	\$ 927,216	\$ 986,592	\$ 1,015,974	\$ 1,040,306
PARS	523,513	533,281	515,113	498,939	472,603
OPEB	1,518,049	1,545,453	1,573,082	1,640,350	1,662,950
Accrued Leave	118,970	122,063	125,237	128,493	131,834
<b>Total</b>	<b>\$ 3,111,802</b>	<b>\$ 3,128,013</b>	<b>\$ 3,200,024</b>	<b>\$ 3,283,756</b>	<b>\$ 3,307,693</b>

Annual contributions will reach the maximum level by FY 2034-35 and will begin declining thereafter. Additionally, the annual contribution will be part of the annual budgeting process and the funded status will be evaluated as part of the budgeting process.

### OPTIONAL CONTRIBUTION SCHEDULES

During the March 4, 2021 City Council meeting, staff discussed a few funding options for pension. The first (Option 1) was the idea of a “fresh start,” where the Town enters into a new agreement with CalPERS to have a 20-year fixed payment plan. Similar to refinancing mortgage payments, a “fresh start” will require an initial contribution. Originally, Staff calculated that the initial contribution at \$750,000. After speaking with the CalPERS Actuary, the initial contribution would be \$975,000. The benefit of doing a “fresh start” is having consistent pension unfunded accrued liability (UAAL). However, based on Table 2, to the right, Option 1 does not have a financial benefit when compared to the current payment schedule (Current UAAL).

Option 2 and 3 are similar to Option 1 in stabilizing annual UAAL payment and shortening the total payment period. Additionally, Option 2 and 3 do not need a formal “fresh start,” rather a “soft fresh start.” A “soft fresh start” means that the Town may elect at any time whether to fund at the “Current UAAL” level or at Option 2 or 3. As shown in Table 2, Option 2 and 3 will result in overall savings of \$2.33 million and \$4.32 million, respectively. To allow maximum flexibility for the Town, staff is recommending treating Option 2 and 3 as supplemental contributions to CalPERS with general fund operating surplus. For example,

Fiscal Year	Option 1:		Option 2:	Option 3:
	Current UAAL	Fresh Start	10-Year UAAL Schedule	5-Year UAAL Schedule
One-Time Payment		\$ 0.98 M		
2020-21	\$ 1.11 M	0.90 M	\$ 1.18 M	\$ 1.69 M
2021-22	0.95 M	0.90 M	1.18 M	1.69 M
2022-23	0.93 M	0.90 M	1.18 M	1.69 M
2023-24	0.99 M	0.90 M	1.18 M	1.69 M
2024-25	1.02 M	0.90 M	1.18 M	1.69 M
2025-26	1.04 M	0.89 M	1.18 M	1.15 M
2026-27	1.07 M	0.89 M	1.18 M	1.15 M
2027-28	1.09 M	0.89 M	1.18 M	1.15 M
2028-29	1.12 M	0.89 M	1.18 M	1.15 M
2029-30	1.13 M	0.87 M	1.18 M	1.15 M
2030-31	1.15 M	0.87 M	0.89 M	0.00 M
2031-32	1.14 M	0.87 M	0.89 M	0.00 M
2032-33	1.12 M	0.87 M	0.89 M	0.00 M
2033-34	1.08 M	0.87 M	0.89 M	0.00 M
2034-35	0.90 M	0.87 M	0.89 M	0.00 M
2035-36	0.72 M	0.87 M	0.00 M	0.00 M
2036-37	0.42 M	0.87 M	0.00 M	0.00 M
2037-38	0.36 M	0.87 M	0.00 M	0.00 M
2038-39	0.31 M	0.87 M	0.00 M	0.00 M
2039-40	0.28 M	0.87 M	0.00 M	0.00 M
2040-41	0.20 M	0.00 M	0.00 M	0.00 M
2041-42	0.19 M	0.00 M	0.00 M	0.00 M
2042-43	0.15 M	0.00 M	0.00 M	0.00 M
2043-44	0.07 M	0.00 M	0.00 M	0.00 M
<b>Total</b>	<b>18.56 M</b>	<b>18.56 M</b>	<b>16.23 M</b>	<b>14.24 M</b>
<b>Savings / (Loss) when compared to current schedule</b>		<b>\$ (0.01 M)</b>	<b>\$ 2.33 M</b>	<b>\$ 4.32 M</b>



on June 30, 2022, if the Town has a general fund surplus of \$1.0 million, then the City Council may direct staff to make supplement contributions directly to CalPERS in the amount of \$0.23 million (or \$1.18 million from Option 2 minus the Current UAAL of \$0.95 million). This strategy will be part of the FY 2021-22 year-end financial review and be scheduled for payment in FY 2022-23. Similar exercises will be done every year thereafter.

### **Council Adopted Values**

Adopting the resolution to update the Reserve Policies and implement the funding strategies beginning FY 2021-22 budget is in alignment with the Town's *Responsibility* and *Vision* attributes in the Town's Value-Based Code of Conduct.

### **Alternatives**

The Council may direct Staff to make alterations to the funding strategies.

1. Increasing the PARS pension contribution discount rate from 6% to 6.5% will reduce the PARS pension trust annual contribution by roughly half.
2. Reducing the Accrued Leave Reserve contribution rate from 2% of regular payroll to 1% will reduce Accrued Leave Reserve annual contribution by roughly half.

### **CONCLUSION**

Staff recommends the City Council adopt a resolution to amend the reserve policy and to direct staff to implement the FY 2021-22 annual contribution of \$3,111,802 in the FY 2021-22 budget, and the future years' contributions in each corresponding budget.

### **ATTACHMENTS**

- A. Resolution
- B. Colma Administrative Code 4.01: Budget Procedure and Reserve Policies
- C. Unfunded Liabilities Amortization Schedule from FYE 2022 Through 2044.

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

**RESOLUTION AMENDING SUBCHAPTER 4.01, DIVISION 3 GOVERNMENTAL FUND RESERVES, AND DIVISION 4 REPORTS, OF THE COLMA ADMINISTRATIVE CODE, RELATING TO RESERVES**

The City Council of the Town of Colma hereby resolves:

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**ARTICLE 1. COLMA ADMINISTRATIVE CODE SUBCHAPTER 4.01, DIVISION 3 AND DIVISION 4, AMENDED**

Subchapter 4.01, Division 3, beginning with 4.01.140 through 4.01.180, and Division 4, beginning with 4.01.190 through 4.01.210 of the Colma Administrative Code shall be and hereby is amended to read as follows:

**Division 3: Governmental Fund Reserves**

**4.01.140 Purposes**

The Town will establish and maintain reserve balances to:

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

[History: Formerly § 1.09.140; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2018-47, 10/24/18; Res 2021-\_\_]

**4.01.150 Governmental Fund Reserve Policy**

- (a) The Town's Governmental Fund shall contain reserves, which shall be classified as Nonspendable Fund Balance, Restricted Fund Balance, Committed Reserve, Assigned Reserve, or Unassigned Reserve. The Town shall maintain minimum reserve balances according to the requirements set forth in this section.
- (b) The Nonspendable Fund Balance shall be maintained in an amount as required by law and Generally Accepted Accounting Principles (GAAP).
- (c) Restricted Fund Balance shall be maintained as follows:

- (1) The Other Post-Employment Benefit (OPEB) Trust must comply with IRC Code Section 115. The Trust Balance shall be restricted to the purpose of paying or reimbursing the Town for retirees' medical and dental costs. The OPEB Trust shall be part of the budget stabilization strategy and may be utilized to offset rising OPEB costs as directed by the City Council. The OPEB Trust Balance must be maintained in a separate fund account from General Fund. The intent is that the OPEB Trust reach 100% funded status.
  - (2) The Budget Stabilization Pension Trust, separate from the CalPERS pension trust, must comply with Internal Revenue Code Section 115. The Trust Balance shall be restricted to pay or reimburse the Town for pension contributions to CalPERS. Eligible pension payment or reimbursement shall include normal cost, unfunded liabilities, and supplemental contribution. The Trust Balance must be maintained in a separate fund account from General Fund. The intent is that the Trust reach 100% funded status.
  - (3) The Town may have other restricted funds as required by law, contract, and GAAP.
- (d) Committed Reserves shall be maintained as follows:
- (1) There shall be a Debt Reduction Reserve, in an amount reasonably estimated to pay the Town's debt service (principal plus interest) on any outstanding, long-term debt instruments, including Certificates of participation, for two years;
  - (2) There shall be a Budget Stabilization Reserve, in an amount sufficient to ensure continuity of operations in the event of a severe economic downturn, which amount is hereby determined to be one hundred percent (100%), rounded to the nearest \$100,000, of the General Fund expenditures for the prior fiscal year, excluding appropriations toward accrued leave payout due to employment separation and two years of pension and OPEB contributions;
  - (3) There shall be an Accrued Leave Reserve committed for vacation, management, floating holidays, and comp-time payout (and sick leave when related to retirement) when an employee separates from the Town. The amount committed will be determined as part of the budget process, but shall be no less than 2% of regular payroll until the reserve total is 80% of the audited compensated absence liability in the prior fiscal year; and
  - (4) There may be other committed fund balances, as approved by the City Council, that shall be maintained in accordance with Council's direction.
- (e) Assigned Reserves shall be maintained as follows:
- (1) There shall be a Litigation Reserve, in the amount of \$100,000, to pay the Town's costs and attorneys' fees necessary for the initiation or defense of new litigation authorized by the City Council after adoption of a budget for the fiscal year in which the litigation commenced; and
  - (2) There shall be an Insurance Reserve, in the amount of \$100,000, to pay for any

deductibles charged to the Town by its insurance carrier(s) not accounted for in the adopted budget; and

- (3) There shall be a Disaster Response and Recovery Reserve, in the amount of \$750,000, to pay the Town's costs of emergency repairs to or replacements of parts of the Town infrastructure damaged by any natural or man-made disaster, or to abate or prevent further damage to life or property; and
  - (4) There shall be a Capital Improvement Reserve in the Capital Improvement Fund to be assigned to capital projects, as approved by the City Council as part of the budget process. The minimum annual contribution shall be \$500,000, for a total reserve of up to \$8,000,000 or as directed by the City Council.
  - (5) There may be other assigned fund balances, as approved by the City Council, that shall be maintained in accordance with Council's direction.
- (f) The Unassigned Reserve shall consist of the balance of all amounts not otherwise expended, encumbered, or reserved.

[History: Formerly § 1.09.150; ORD. 503, 12/11/96; ORD. 533, 7/8/98; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2014-26, 5/14/14; Res 2018-47, 10/24/18; Res 2021-\_\_\_ ]

#### **4.01.160 Use, Transfer and Replenishment of Restricted Reserves**

- (a) The use of all restricted funds must comply with legal stipulations applicable to the fund and approved by the City Council. Balances must be maintained separately and are not transferable.
- (b) The Pension Trust shall be replenished annually and in the amount equal to the difference between the CalPERS discount rate and the calculated annual contribution based on 6% discount rate or as directed by the City Council during an economic recession and depression.
- (c) The OPEB Trust shall be replenished annually and in an amount equal to the Actuarially Determined Contribution reported in the most recent actuarial report or as directed by the City Council during an economic recession and depression.

[History: Formerly § 1.09.160; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2018-47, 10/24/18; Res 2021-\_\_\_ ]

#### **4.01.170 Use, Transfer and Replenishment of Committed Reserves**

- (a) The use, transfer, and replenishment of committed reserves and fund balances requires City Council approval as part of an open and public meeting.
- (b) Debt Reduction Reserve and Budget Stabilization Reserve shall not be replenished without express approval of the City Council given at an open and public meeting.
- (c) Accrued Leave Liability Reserve shall be replenished annually at 2% of regular payroll

and as approved by the City Council as part of the budget process. The Reserve shall be used to pay for accrued leave payout at separation of employment. Sick leave payout is only eligible at retirement in accordance to Colma Administrative Code Subchapter 3.06 and corresponding Memorandums of Understanding.

[History: Formerly § 1.09.170; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2018-47, 10/24/18; Res 2021-\_\_\_\_ ]

#### **4.01.180 Transfer and Replenishment of Unassigned Reserve**

(a) The City Manager may transfer funds from the Unassigned Reserve to any department, program or other fund, provided, however, that the total of all such transfers for any department, program or fund shall not increase or reduce the appropriation for that department by more than fifty thousand dollars (\$50,000) in the fiscal year.

(b) Except as provided in the preceding paragraph (a), no transfer shall be made from the Unassigned Reserve without express approval of the City Council given at an open and public meeting.

(c) All appropriations that have not been expended, lawfully encumbered, or placed in another reserve, and all surplus revenues as of June 30 shall be placed in the Unassigned Reserve.

[History: Formerly § 1.09.180; ORD. 503, 12/11/96; ORD. 533, 7/8/98; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2021-\_\_\_\_ ]

#### **4.01.190 Annual Surplus**

(a) In the years the Town experiences a General Fund surplus, the Town shall allocate the excess to replenish reserve requirements in the following order:

- (1) Replenish Budget Stabilization Reserve up to 100% of the non-pension and non-OPEB General Fund expenditure in the prior fiscal year, if needed;
- (2) Contribute up to 10% of surplus to Accrued Leave Liability Reserve to reach the 80% funded status;
- (3) Allocate 25% of General Fund surplus to Capital Improvement Fund (31); and
- (4) Allocate 50% of General Fund surplus to reduce unfunded OPEB and Pension liabilities per City Council direction, including additional contributions to OPEB and Pension trusts and supplemental payment to CalPERS.

[History: Res 2021-\_\_\_\_ ]

### **Division 4: Reports**

#### **4.01.200 Monthly Reports**

The City Manager shall file with the City Council monthly reports on the appropriation

status and revenue receipts and shall advise the City Council of significant deviations from the adopted budget.

[History: Formerly § 1.09.190; ORD. 503, 12/11/96; ORD. 533, 7/8/98; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2021-\_\_\_ ]

#### **4.01.210 Mid-year Review**

Each fiscal year, the City Manager shall submit to the City Council a mid-year review regarding the Town's fiscal performance, fund availability and department needs and accomplishments. Potential overages and the use of potential savings should be compiled in a report and presented to the City Council for consideration.

[History: Formerly § 1.09.200; ORD. 503, 12/11/96; ORD. 533, 7/8/98; ORD. 666, 2/13/08; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2021-\_\_\_ ]

#### **4.01.220 Report on Reserve Levels**

(a) The City Manager shall report on the reserve levels to the City Council as follows:

- (1) During the annual budget adoption process, the City Manager shall project the ending reserve levels; and
- (2) When the auditor presents the Town's audited financial statements to the City Council, the City Manager shall report the Actual Reserve Levels as of the end of the fiscal year.

(b) At any time, if the Unassigned Reserve becomes depleted, or is projected to become depleted within the fiscal year, the City Manager shall provide a report to the City Council, along with a plan to maintain the Unassigned Reserves with a positive balance.

[History: Formerly § 1.09.210; ORD. 503, 12/11/96; ORD. 533, 7/8/98; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2021-\_\_\_ ]

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### **ARTICLE 2. SEVERABILITY.**

Each of the provisions of this resolution is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it intended do and would have adopted each and every provision of this resolution independent of any other provision of this resolution.

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### **ARTICLE 3. NOT A CEQA PROJECT.**

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

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**ARTICLE 4. EFFECTIVE DATE.**

This resolution shall be effective upon its adoption by the City Council.

\* \* \* \* \*

**Certification of Adoption**

I certify that the foregoing Resolution No. 2021-\_\_ was duly adopted at a regular meeting of the City Council of the Town of Colma held on April 14, 2021 by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Diana Colvin, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk

## SUBCHAPTER 4.01: Budget Procedure and Reserve Policies

### Division 3: General

#### 4.01.140 Purposes

The Town will establish and maintain reserve balances to:

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

[History: Formerly § 1.09.140; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2018-47, 10/24/18]

#### 4.01.150 Governmental Fund Reserve Policy

(a) The Town's Governmental Fund shall contain reserves, which shall be classified as Nonspendable Fund Balance, Restricted Fund Balance, Committed Reserve, Assigned Reserve, or Unassigned Reserve. The Town shall maintain minimum reserve balances according to the requirements set forth in this section.

(b) The Nonspendable Fund Balance shall be maintained in an amount as required by law and Generally Accepted Accounting Principles (GAAP).

(c) Restricted Fund Balance shall be maintained as follows:

- (1) The Other Post-Employment Benefit (OPEB) Trust must comply with IRC Code Section 115. The Trust Balance shall be restricted to pay or reimburse the Town for retiree medical and dental cost. The Trust shall be part of the budget stabilization strategy and may be utilized to offset rising OPEB costs as directed by the City Council. Trust Fund Balance must be maintained in a separate fund account from General Fund. [The intent of the trust fund is to reach 100% funded status.](#)
- (2) The Budget Stabilization Pension Trust, separate from the CalPERS pension trust, must comply with IRC Code Section 115. The Trust Balance shall be restricted to pay or reimburse the Town for pension contributions to CalPERS. Eligible pension payment/reimbursement shall include normal cost, unfunded liabilities, and supplemental contribution. Trust Fund Balance must be maintained in a separate fund account from General Fund. [The intent of the trust fund is to reach 100% funded status.](#)
- (3) The Town may have other restricted funds as required by law, contract, and GAAP.

(d) Committed Reserves shall be maintained as follows:

- (1) There shall be a Debt Reduction reserve, in an amount reasonable estimated to pay the Town's debt service (principal plus interest) on any outstanding, long-term debt instruments, including Certificates of participation, for two years;



~~(Explanation: The Town currently uses PARS OPEB Trust and make contribution based on most recent valuation report. This reserve is no longer in use.)~~

- (2) There shall be a Budget Stabilization Reserve, in an amount sufficient to ensure continuity of operations in the event of a severe economic downturn, which amount is hereby determined to be one hundred percent (100%), rounded to the nearest \$100,000, of the General Fund expenditures for the prior fiscal year, excluding appropriations toward ~~Accrued Leave Liability Reserve, OPEB contribution, and pension contribution~~ accrued leave payout due to employment separation and two years of pension and OPEB contributions.
  - (3) There shall be an Accrued Leave Reserve committed for vacation, management, floating holidays, and comp-time payout (and sick leave when related to retirement) when an employee separates from the Town. The amount committed will be determined as part of the budget process but no less than 2% of regular payroll until the reserve total is 80% of the audited compensated absence liability in the prior fiscal year.
  - (4) There may be other committed fund balances, as approved by the City Council that shall be maintained in accordance with Council's direction.
- (e) Assigned Reserves shall be maintained as follows:
- (1) There shall be a Litigation Reserve, in the amount of \$100,000, to pay the Town's costs and attorneys' fees necessary for the initiation or defense of new litigation authorized by the City Council after adoption of a budget for the fiscal year in which the litigation commenced; and
  - (2) There shall be an Insurance Reserve, in the amount of \$100,000, to pay for any deductibles charged to the Town by its insurance carrier(s) not accounted for in the adopted budget; and
  - (3) There shall be a Disaster Response and Recovery Reserve, in the amount of \$750,000, to pay the Town's costs of emergency repairs to or replacements of parts of the Town infrastructure damaged by any natural or man-made disaster, or to abate or prevent further damage to life or property; and
  - (4) There shall be a Capital Improvement Reserve in the Capital Improvement Fund to be assigned to capital projects, as approved by the City Council as part of the budget process. The minimum annual contribution shall be \$500,000, up to \$8,000,000 or as directed by the City Council.
  - (5) There may be other assigned fund balances, as approved by the City Council that shall be maintained in accordance with Council's direction.
- (f) The Unassigned Reserve shall consist of the balance of all amounts not otherwise expended, encumbered, or reserved.

[History: Formerly § 1.09.150; ORD. 503, 12/11/96; ORD. 533, 7/8/98; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2014-26, 5/14/14; Res 2018-47, 10/24/18]

#### **4.01.160 Use, Transfer and Replenishment of Restricted Reserves**

- (a) The use of all restricted funds must comply with legal stipulations applicable to the fund and

March 10, 2021

approved by the City Council. Balances must be maintained separately and are not transferable.

(b) Pension ~~and OPEB~~ Trust shall be replenished annually and in the amount equal to difference between the CalPERS discount rate and the calculated annual contribution based on 6% discount rate or as directed by the City Council during an economic recession and depression.

(c) OPEB Trust shall be replenished annually and in an amount equal to the Actuarially Determined Contribution reported in the most recent actuarial report or as directed by the City Council during an economic recession and depression.

[History: Formerly § 1.09.160; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2018-47, 10/24/18]

#### **4.01.170 Use, Transfer and Replenishment of Committed Reserves**

(a) The use, transfer, and replenishment of committed reserves and fund balances requires City Council approval as part of an open and public meeting.

(b) Debt Reduction Reserve and Budget Stabilization Reserve shall not be replenished without express approval of the City Council given at an open and public meeting.

(c) Accrued Leave Liability Reserve shall be replenished annually at 2% of regular payroll ~~as documented in the Unfunded Liabilities Funding Strategies Report~~ and as approved by the City Council as part of the budget process. The Reserve shall be used to pay for accrued leave payout at separation of employment. Sick leave payout is only eligible at retirement in accordance to Colma Admin Code Subchapter 3.06 and corresponding MOUs.

[History: Formerly § 1.09.170; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14; Res 2018-47, 10/24/18]

#### **4.01.180 Transfer and Replenishment of Unassigned Reserve**

(a) The City Manager may transfer funds from the Unassigned Reserve to any department, program or other fund, provided, however, that the total of all such transfers for any department, program or fund shall not increase or reduce the appropriation for that department by more than fifty thousand dollars (\$50,000) in the fiscal year.

(b) Except as provided in the preceding paragraph (a), no transfer shall be made from the Unassigned Reserve without express approval of the City Council given at an open and public meeting.

(c) All appropriations that have not been expended, lawfully encumbered, or placed in another reserve, and all surplus revenues as of June 30 shall be placed in the Unassigned Reserve.

[History: Formerly § 1.09.180; ORD. 503, 12/11/96; ORD. 533, 7/8/98; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14]

#### **4.01.190 Annual Surplus**

In the years the Town experience a General Fund surplus, the Town shall allocated the excess to replenish reserve requirements in the following order:

1. Replenish Budget Stabilization Reserve up to 100% of the non-pension and non-OPEB General Fund expenditure in the prior fiscal year, if needed;

March 10, 2021

2. Contribute up to 10% of surplus to Accrued Leave Liability Reserve to reach the 80% funded status;
3. Allocate 25% of General Fund surplus to Capital Improvement Fund (31); and
4. Allocate 50% of General Fund surplus to reduce unfunded OPEB and Pension liabilities per City Council direction, including additional contributions to OPEB and Pension trusts and supplemental payment to CalPERS.

#### **Division 4: Reports**

##### **4.01.200 Monthly Reports**

The City Manager shall file with the City Council monthly reports on the appropriation status and revenue receipts and shall advise the City Council of significant deviations from the adopted budget.

[History: Formerly § 1.09.190; ORD. 503, 12/11/96; ORD. 533, 7/8/98; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14]

##### **4.01.210 Mid-year Review**

Each fiscal year, the City Manager shall submit to the City Council a mid-year review regarding the Town's fiscal performance, fund availability and department needs and accomplishments. Potential overages and the use of potential savings should be compiled in a report and presented to the City Council for consideration.

[History: Formerly § 1.09.200; ORD. 503, 12/11/96; ORD. 533, 7/8/98; ORD. 666, 2/13/08; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14]

##### **4.01.220 Report on Reserve Levels**

- (a) The City Manager shall report on the reserve levels to the City Council as follows:
  - (1) During the annual budget adoption process, the City Manager shall project the ending reserve levels; and
  - (2) When the auditor presents the Town's audited financial statements to the City Council, the City Manager shall report the Actual Reserve Levels as of the end of the fiscal year.
- (b) At any time, if the Unassigned Reserve becomes depleted, or is projected to become depleted within the fiscal year, the City Manager shall provide a report to the City Council, along with a plan to maintain the Unassigned Reserves with a positive balance.

[History: Formerly § 1.09.210; ORD. 503, 12/11/96; ORD. 533, 7/8/98; Res 2011-40, 10/12/11; Res 2014-07, 2/13/14]

**Attachment C: Annual Contributions to Unfunded Liabilities  
For Fiscal Year 2021-22 Through 2043-44**

Fiscal Year	CalPERS UAAL @ 7%	Additional Contribution to PARS Trust '@ 6%	OPEB Annual Contribution (less implicit subsidy)	Accrued Leave Reserve 2% of Projected Regular pay [1]	Total Contribution
2021-22	951,270.00	523,512.80	1,518,049.00	118,969.88	3,111,801.68
2022-23	927,216.00	533,281.15	1,545,453.00	122,063.10	3,128,013.25
2023-24	986,592.00	515,113.09	1,573,082.00	125,236.74	3,200,023.83
2024-25	1,015,974.00	498,939.17	1,640,350.00	128,492.89	3,283,756.06
2025-26	1,040,306.00	472,603.25	1,662,950.00	131,833.71	3,307,692.96
2026-27	1,067,064.00	465,945.77	1,670,150.00	135,261.38	3,338,421.15
2027-28	1,094,562.00	458,493.65	1,721,005.00	138,778.18	3,412,838.83
2028-29	1,122,811.00	450,588.62	1,762,579.00	142,386.41	3,478,365.03
2029-30	1,130,725.00	436,128.97	1,783,613.00	146,088.46	3,496,555.43
2030-31	1,153,419.00	433,639.05	1,856,275.00	149,886.76	3,593,219.81
2031-32	1,136,616.00	427,862.28	1,904,039.00	153,783.82	3,622,301.10
2032-33	1,118,049.00	421,797.78	1,985,092.00	157,782.19	3,682,720.97
2033-34	1,079,182.00	416,892.46	2,103,522.00	161,884.53	3,761,480.99
2034-35	899,739.00	529,538.32	2,190,064.00	166,093.53	3,785,434.85
2035-36	723,779.00	481,906.38	2,252,246.00	170,411.96	3,628,343.34
2036-37	422,922.00	479,622.78	2,347,401.00	174,842.67	3,424,788.45
2037-38	362,202.00	456,108.55	897,192.00	179,388.58	1,894,891.13
2038-39	313,314.00	436,042.04	911,077.00	184,052.68	1,844,485.72
2039-40	282,269.00	415,406.18	929,010.00	188,838.05	1,815,523.23
2040-41	202,131.00	-	937,734.00	193,747.84	1,333,612.84
2041-42	193,648.00	-	933,777.00	198,785.29	1,326,210.29
2042-43	153,632.00	-	954,989.00	203,953.71	1,312,574.71
2043-44	73,974.00	-	985,481.00	209,256.50	1,268,711.50

NOTE [1]: Actual contribution may varies as annual contribution will be based on budgeted payroll and will be capped by 80% of prior fiscal year audited compensated absence balance.



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works  
 Cyrus Kianpour, City Engineer  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: April 14, 2021  
 SUBJECT: Sanitary Sewer Enterprise Fund Study Session

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## RECOMMENDATION

This is a Study Session to seek City Council's input and feedback on the feasibility of expanding the enterprise fund for the Town's sanitary Sewer system. No City Council action will take place; however, staff seeks comments, questions, and feedback from the City Council during the study session.

## EXECUTIVE SUMMARY

This year at the Town's Strategic Plan study session held in February, one of the strategies discussed was "developing revenue strategies" a priority program. Though expanding the sewer enterprise is not a strategy for an increase in revenue, it is a strategy reducing General fund expenses and liabilities, thus making it a cost savings action.

The purpose of this study session is to review the need for for expanding the current Sewer Enterprise fund into a true enterprise fund for the collection, operation and CIP costs associated with running a sewer system. Currently the sewer enterprise fund only collects the cost for sewer treatment as a pass through from South San Francisco and North San Mateo County Sanitation District (NSMCSD), Daly City. An Enterprise Fund is a fund that is separate from the General Fund. Fees that are collected for sewer services are kept in a separate fund and are not comingled with other municipal funds. An enterprise fund operates similar to a business, and accounts for all costs and expenses of providing sewer service in order to match revenues to those costs. In doing so, an enterprise fund will help fund what needs to be spent on the sewer system separately from non-sewer revenues.

## FISCAL IMPACT

None

## BACKGROUND

The Town's sewer system is comprised of two "Basins." One basin flows to , the South San Francisco District, (SSF) and the other basin flows to NSMCSD, (Daly City). All properties in the Town are within one of the districts. Specifically, property owners north of the 300 block of F Street and a portion of Hillside Boulevard belong to the Daly City sewer system, and properties south of the 300 block of F Street excluding properties on Hillside Boulevard belong to SSF sewer system.

Each year the Town calculates sewer charges based on the water consumption from each property owner and computes the charges based on the rates that are given to us by each SSF or NSMCSD, as applicable. Once those charges are calculated, each district is paid the calculated charges. The Town recovers these costs by placing each property owner's annual sewer charges on the property tax rolls.

Each year the Town's General Fund bears the cost of all the administrative work in calculating the charges, publishing the Engineer Report, Prop 218 when required and responding to the public's inquiries regarding charges and disputes. The Town's General Fund also budgets on average \$75,000 for system repairs, video, cleaning, State, County annual fees and miscellaneous charges. All CIP projects are also funded through General Fund.

## ANALYSIS

As mentioned above, The Town of Colma owns and operates its own sanitary sewer system. The system itself provides sewer conveyance and treatment for the various properties (users) within the Town boundaries. There are various costs for operating a utility such as the sewer system in order to keep the system up and running. Just like other utilities such as water, gas and electric, fees are charged for sewer service. Fees typically recover costs such as procurement, conveyance, maintenance and repair, and future capital improvement work. In the case of a jurisdiction where they own and operate a utility, it is typical that they establish what is called an enterprise fund for purposes of operating the utility as an enterprise, or self-sustaining business.

*"Enterprise Funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises--where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. Services accounted for in Enterprise Funds are tangible, and it is possible to determine the extent to which they benefit individual service consumers."*

The enterprise fund is still an operation of the Town, it is separate from the General Fund, but in the case of the Town of Colma it is controlled by the City Council and managed by staff.

One of the biggest benefits of operating as an enterprise fund is that the fund is separate from the General Fund. This assists the Town with issues such as accounting, setting appropriate fees and charges to recover costs, and avoiding comingling of funds.

In the study session, staff will present to the City Council and public for discussion several items such as:

Challenges of Operating a Sewer Collection System and why Establishing an Enterprise Fund would help.

- Operating a sewer collection system can be taxing on the General Fund. For example, as a system gets older more repairs and replacement may be required to keep the system up and running and compliant with State and Federal laws.
- Operation and Maintenance of the system, who should be responsible for the costs. It is assumed in most cases because it is a user-based utility, the users should be responsible for operations, maintenance, repairs, and improvements.
- Budgeting and future system enhancement upgrades regarding economic development. Enterprise funds through their rate structure can start to build a fund for capital improvements, thus creating less reliance on the General Fund going forward.

The intent of the study session is to take a broad look at the Towns Sewer System, analyzing the various components in operating a municipal sewer system and operating the utility as an enterprise fund. If City Council is agreeable to taking the next step and exploring what it takes to operate the sewer system through an enterprise fund, staff will dive deeper into certain questions such as:

- How is the enterprise funded?
- How are rates established?
- Do we need to renegotiate our current agreements with SSF and NSMCSD?
- What are the sewer systems' financial needs moving forward, such as administration costs, operation and maintenance, 5-to-10-year outlook on capital projects?
- To establish annual sewer fees that include the Town's administrative and capital costs in providing sewer service, a fee study consultant would need to be hired, what would be the process?

## **CONCLUSION**

This is the first step in considering operating the Town's wastewater system as an enterprise fund. Upon completion of the presentation, and through the Council's discussion, questions, comments, and feedback, staff will gauge and evaluate whether to bring this item back as a project for Council consideration. If we were to move forward, next steps will be to set a budget and consider the hiring of a consultant to conduct a fee study for the sewer enterprise system.

