



**AGENDA  
REGULAR MEETING  
CITY COUNCIL OF THE TOWN OF COLMA  
Wednesday, June 8, 2022  
7:00 PM**

*The City Council meeting will be conducted virtually pursuant to the provisions of Assembly Bill 361 amending the Ralph M. Brown Act and Government Code Section 54953(e) (and without compliance with section 54953(b)(3)) related to conducting public meetings during the COVID-19 pandemic based on the current State of Emergency and the existing State recommendations on social distancing. The Council Chambers will not be open to the public for this City Council meeting.*

*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/j/81289976261>

*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. Verbal comments will also be accepted during the meeting.*

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

## **ADOPTION OF AGENDA**

## **PRESENTATIONS**

- ALLICE A-List Presentation
- Peninsula Clean Energy Update
- Proclamation in Recognition of Juneteenth
- Proclamation in Recognition of Philippine Independence Day

## **PUBLIC COMMENTS**

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

## **CONSENT CALENDAR**

1. Motion to Accept the Minutes from the May 25, 2022 Regular Meeting.
2. Motion to Approve Report of Checks Paid for May 2022.
3. Motion to Reconfirm Findings and Determinations Under Resolution No. 2021-33 and Assembly Bill 361 for the Continuation of Virtual Meetings.
4. Motion to Adopt a Resolution Adopting a List of Projects for Fiscal Year 2022-23 Funded by SB 1: the Road Repair and Accountability Act of 2017.
5. Motion to Adopt a Resolution Calling and Giving Notice of the General Municipal Election to be Held on November 8, 2022, for the Election of Two City Council Members, Requesting the Board of Supervisors of San Mateo County to Consolidate Said Election With the Statewide General Election of Same Date Pursuant to Elections Code Section 10403 and Related Matters.

## **PUBLIC HEARING**

### **6. ADOPTION OF THE FY 2022-23 ANNUAL BUDGET**

*Consider:* Motion to Resolution Appropriating Funds and Adopting the Annual Budget For Fiscal Year 2022-2023.

## **NEW BUSINESS**

### **7. STREET RETAINING WALL IMPROVEMENT PROJECT – BID PACKAGE APPROVAL**

*Consider:* Motion to Approve the Bid Document Package, Authorize Staff to Advertise the Notice Inviting Bids for the F Street Retaining Wall Improvement Project, and Authorize the City Manager to Approve Changes to the Plan Documents as Needed or Required.

### **8. DRAFT HOUSING ELEMENT**

*Consider:* Motion Directing the City Manager to Transmit the Draft Housing Element with Comments to the Department of Housing and Community Development for Review.

## **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, May 25, 2022**

**7:00 PM**

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

Mayor Helen Fisicaro called the meeting to order at 7:00 p.m. She stated, "Before we begin our meeting, I would like us all to observe a moment of silence to honor the memory of the 10 African Americans who were murdered in a Buffalo, NY grocery store last week and the 19 children and 2 heroic teachers who were murdered yesterday in Uvalde, TX. Let us take a moment to reflect on the monumental tragedies that these senseless deaths are for their families, their communities, and for our Nation."

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

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

The Mayor announced, "As always, we are accepting public comments through email or the zoom chat function—you can email our City Clerk at ccorley@colma.ca.gov or use the chat function to let her know which item you would like to speak on. Please keep your comments to 3 minutes or less. Thank you."

### ADOPTION OF THE AGENDA

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

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

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

## PRESENTATIONS

- Maureen O'Connor of the Colma Citizens Scholarship Committee presented the Scholarship winners:
  - Hannah Balton
  - Luis Humberto Ruan
  - Tatiana Yamileth Pulido Gomez
  - Sean A. Colina
  - Miranda Mercedes Rodriguez
  - Sarah Michelle Walsh
  - Joseph A. Gotelli
  - Courtney Lane-Holman
  - Kalayaan Basto
  - Aidan Figlietti

## PUBLIC COMMENTS

Mayor Fisicaro opened the public comment period at 7:24 p.m. Residents Laura Walsh and Maureen O'Connor made comments. The Mayor closed the public comment period at 7:31 p.m.

## CONSENT CALENDAR

1. Motion to Accept the Minutes from the May 11, 2022 Regular Meeting.
2. Motion to Adopt a Resolution Awarding and Authorizing the City Manager to Execute a Construction Contract for the 2022 F Street Pavement Rehabilitation Project to O' Grady Paving Inc. and Amend the 2021-22 Funding for the Annual Roadway Rehabilitation Project Budget (CIP #906) to be \$172,000.
3. Motion to Adopt a Resolution to Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2022-2023 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding.
4. Motion to Adopt a Resolution Supporting the Rideshare Voucher Program and Submitting an Application to the San Mateo County Transportation Authority for Measure A Alternative Congestion Relief and Measure W Transportation Demand Management Program Funding.
5. Motion to Adopt a Resolution Supporting the El Camino Real/Mission Road Intersection Improvement Project and Submitting an Application to the San Mateo County Transportation Authority for Measure A Alternative Congestion Relief and Measure W Transportation Demand Management Program Funding.
6. Motion to Contingently Approve The 4-Year "Item Phase In" Program for Collecting Annual Sewer Collection Charges, to Only be Implemented if the New Annual Sanitary Sewer Charges Are Adopted on June 22, 2022.

**Action:** Council Member Goodwin moved to approve the consent calendar items #1 through 6; the motion was seconded by Council Member del Rosario and carried by the following vote:

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

## NEW BUSINESS

### 7. FY 2022-23 WATER CONSERVATION INCENTIVE PROGRAM

Director of Public Works and Planning Brad Donohue presented the staff report. Mayor Fisicaro opened the public hearing at 7:41 p.m. and seeing no one request to speak, she closed the public hearing. Council discussion followed.

**Action:** Vice Mayor Gonzalez moved to Adopt a Resolution Establishing the Authorized Subsidy at \$56,145.58 for the Water Conservation Incentive Program in Fiscal Year 2022-23; the motion was seconded by Council Member del Rosario and carried by the following vote:

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

### 8. FY 2022-23 BUDGET

Administrative Services Director Pak Lin and City Manager Brian Dossey presented the staff report. Mayor Fisicaro opened the public comment period at 8:01 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

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

## COUNCIL CALENDARING

The next Regular Meeting will be on Wednesday, June 8, 2022 at 7:00 p.m.

## REPORTS

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

- There will be Closed Session on Monday, June 13, 2022 at 5:30 p.m.
- Good news! The Town Wide Clean Up Day returned in person on Saturday, May 21, 2022.

- Officer Kim Trask has received a well deserved Lions Club Community Service Award. Congrats Kim!
- The Philippine Flag Raising Ceremony will be held on Wednesday, June 8, 2022 at 4:00 p.m.

## **ADJOURNMENT**

Mayor Fiscaro adjourned the meeting at 8:41 p.m.

Respectfully submitted,

Caitlin Corley  
City Clerk

apChkLst

05/03/2022 9:57:05AM

Final Check List  
Town of Colma

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## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54663	5/3/2022	00051	CALIFORNIA WATER SERVICE6544607057	4/19/2022	CA WATER	832.35	832.35
54664	5/3/2022	00093	CITY OF SOUTH SAN FRANCISCO518833	4/25/2022	DISPATCH SERVICES	24,841.50	
54665	5/3/2022	00095	CLEARLITE TROPHIES	4/15/2022	TRAFFIC SIGNAL MAINTENANCE	1,125.00	25,966.50
54666	5/3/2022	00188	IRVINE & JACHENS INC	4/27/2022	(8) 1.5 X 3 BLUE LAMICOID N/	131.85	
54667	5/3/2022	00254	METRO MOBILE COMMUNICATIONS45997	4/27/2022	CUSTOMER PERPETUAL PLAN	25.00	156.85
54668	5/3/2022	00280	OFFICE DEPOT, INC.	4/28/2022	RESERVE POLICE UNIFORM	665.84	
				4/28/2022	TOWN OF COLMA, OFFICER	332.92	998.76
				4/25/2022	2 EA.KENWOOD NX-5300K2 F	2,153.13	
				5/1/2022	MAINTENANCE CONTRACT	602.00	2,755.13
				4/13/2022	OFFICE SUPPLIES	284.23	
				4/20/2022	OFFICE SUPPLIES	38.75	
				4/19/2022	OFFICE SUPPLIES	25.42	
				4/19/2022	OFFICE SUPPLIES	9.90	358.30
				4/25/2022	PG&E	2,013.41	
				4/20/2022	PG&E	93.80	2,107.21
				3/31/2022	MARCH 1, 4 & 10, 2022 2 VASI	246.09	246.09
				4/18/2022	MONTHLY MONITORING	1,109.81	1,109.81
				4/14/2022	TREE SERVICE	4,875.00	
				4/18/2022	CLARK & B STREET STORM I	1,975.00	6,850.00
				4/17/2022	8155 20 022 0002770 1520 HIL	10.94	10.94
				4/14/2022	8 FED-AE223-CF 223 55GR FM	1,615.52	1,615.52
				4/27/2022	SECTION 125 PARTICIPANT 8	117.70	117.70
				4/25/2022	04.25.22 DEPOSIT REFUND	300.00	300.00
				4/26/2022	CAST ALUMINUM CLEAT COV	250.13	250.13
				3/21/2022	DISPATCHER BACKGROUND	750.00	
				3/28/2022	DISPATCHER BACKGROUND	750.00	
				4/22/2022	CARDROOM BACKGROUND	550.00	2,050.00
				4/14/2022	OFFICE SUPPLIES	26.53	26.53
				4/24/2022	04/14/22 INSPECTION	125.00	125.00
				4/26/2022	TAE KWON DO	200.00	200.00
				4/19/2022	A11 TOWN HALL COPY MACH	513.17	
				4/20/2022	A9 PD COPY MACHINE RENT,	274.76	787.93
				4/22/2022	CLEAN & DISINFECT, REMOV	108.00	108.00
				5/1/2022	OPEB CONTRIBUTION	126,504.00	126,504.00

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## Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54685	5/3/2022	02877	GUERRERO, CESAR	2002251.003	4/25/2022	04.25.22 DEPOSIT REFUND	50.00
54686	5/3/2022	02938	TRASK, KIM	04/21/2022	Reim	4/21/2022 REIMBURSE TARGET BINDEF	67.95
54687	5/3/2022	03015	U.S. BANK CORPORATE PMT	04/22/22	Azzopa	4/22/2022 CREDIT CARD PURCHASE	4,717.41
				04/22/22	Abellan	4/22/2022 CREDIT CARD PURCHASE	4,376.02
				04/22/22	Esquivi	4/22/2022 CREDIT CARD PURCHASE	1,922.80
				04/22/22	Gotelli	4/22/2022 CREDIT CARD PURCHASE	1,867.30
				04/22/22	Wollme	4/22/2022 CREDIT CARD PURCHASE	1,636.50
				04/22/22	Navarr	4/22/2022 CREDIT CARD PURCHASE	1,020.46
				04/22/22	Lin	4/22/2022 CREDIT CARD PURCHASE	955.06
				04/22/22	Velasq	4/22/2022 CREDIT CARD PURCHASE	562.80
				04/22/22	De Leo	4/22/2022 CREDIT CARD PURCHASE	199.67
				04/22/22	Dossey	4/22/2022 CREDIT CARD PURCHASE	159.98
54688	5/3/2022	03106	CALDERON, MICHAEL	2002253.003	4/25/2022	04.25.22 DEPOSIT REFUND	275.00
54689	5/3/2022	03170	ACTION TOWING AND ROAD	52871	4/20/2022	TOW	300.00
54690	5/3/2022	03224	DECORATIVE PLANT SERVICE	0027873	5/1/2022	MAINTENANCE GUARANTEE	157.45
54691	5/3/2022	03267	ACC BUSINESS	221008276	4/27/2022	ETHERNET ACCESS	665.67
54692	5/3/2022	03409	PRINTWORKS APPAREL	997	4/15/2022	CLEAN UP CREW TSHIRTS S.	744.33
54693	5/3/2022	03411	CLEAN WORLD GREASE TRA	01798	4/26/2022	GREASE DRUM EXCHANGE	100.00
54694	5/3/2022	03423	ROBERT L LOTTI II, DBA RLL	12022-13	4/28/2022	BACKGROUND INVESTIGAT	1,350.00
				2022-14	4/28/2022	BACKGROUND INVESTIGAT	1,250.00
54695	5/3/2022	03431	THE RETAIL COACH, LLC	3866	4/27/2022	RETAIL RECRUITMENT AND I	10,307.25
54696	5/3/2022	03466	ENG, STEPHANIE	2002250.003	4/25/2022	4.25.22 WITHDRAWAL REFUN	15.00
5032022	5/3/2022	00282	CALIFORNIA PUBLIC EMPLOY	1000000167778	4/14/2022	MEDICAL INSURANCE	6,159.01
Sub total for TRI COUNTIES BANK:							212,336.41

35 checks in this report.

Grand Total All Checks:

212,336.41

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54697	5/6/2022	01340	NAVIA BENEFIT SOLUTIONS 05062022 B	5/6/2022	FLEX 125 PLAN: PAYMENT	997.78	
			05062022 B	5/6/2022	DEPENDENT CARE: PAYMENT	626.91	1,624.69
54698	5/6/2022	01375	NATIONWIDE RETIREMENT S05062022 B	5/6/2022	NATIONWIDE: PAYMENT	4,773.40	
			05062022 M	5/6/2022	NATIONWIDE: PAYMENT	1,150.00	5,923.40
54699	5/6/2022	02377	CALIFORNIA STATE DISBURS05062022 B	5/6/2022	WAGE GARNISHMENT: PAYM	547.84	547.84
94613	5/6/2022	00521	UNITED STATES TREASURY 05062022 M	5/6/2022	FEDERAL TAX: PAYMENT	895.27	895.27
94614	5/6/2022	01360	MISSIONSQUARE RETIREMEN05062022 M	5/6/2022	ICMA CONTRIBUTION: PAYME	464.42	464.42
94615	5/6/2022	00631	P.E.R.S. 05062022 M	5/6/2022	PERS MISC NON-TAX: PAYME	871.61	871.61
94616	5/6/2022	00282	CALIFORNIA PUBLIC EMPLOY05062022 M	5/6/2022	ANTHEM TRADITIONAL: PAYM	8,121.73	8,121.73
94617	5/6/2022	00130	EMPLOYMENT DEVELOPMEN05062022 B	5/6/2022	CALIFORNIA STATE TAX: PAY	16,914.41	16,914.41
94618	5/6/2022	00521	UNITED STATES TREASURY 05062022 B	5/6/2022	FEDERAL TAX: PAYMENT	73,680.22	73,680.22
94619	5/6/2022	00282	CALIFORNIA PUBLIC EMPLOY05062022 B	5/6/2022	ANTHEM TRADITIONAL: PAYM	68,427.03	68,427.03
94620	5/6/2022	00631	P.E.R.S. 05062022 B	5/6/2022	PERS - BUYBACK: PAYMENT	47,339.56	47,339.56
94621	5/6/2022	01360	MISSIONSQUARE RETIREMEN05062022 B	5/6/2022	ICMA CONTRIBUTION: PAYME	6,482.87	6,482.87
94622	5/6/2022	00068	COLMA PEACE OFFICER'S 05062022 B	5/6/2022	COLMA PEACE OFFICERS: P/	613.45	613.45
Sub total for TRI COUNTIES BANK:						231,906.50	



13 checks in this report.

Grand Total All Checks:

231,906.50

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54700	5/10/2022	00004	AT&T	04/18/22	CENTREX LINE BETWEEN CC	35.27	35.27
54701	5/10/2022	00051	CALIFORNIA WATER SERVICE	04/28/2022	WATER BILLS	7,572.51	7,572.51
54702	5/10/2022	00091	CITY OF BRISBANE	INV00367	PUBLIC SECTOR SUPERVISR	350.00	350.00
54703	5/10/2022	00174	HOME DEPOT CREDIT SERV	Mar 30-Apr 28, 2	PW SUPPLY PURCHASES	1,304.13	1,304.13
54704	5/10/2022	00211	KELLY-MOORE PAINTS	April 2022	PAINT AND SUPPLIES	372.54	372.54
54705	5/10/2022	00220	LC ACTION POLICE SUPPLY	1438256	SX02 3A VEST W/BLACK M2 &	1,015.75	1,015.75
54706	5/10/2022	00307	PACIFIC GAS & ELECTRIC	0567147369-1	PG&E	186.62	186.62
54707	5/10/2022	00364	SMC FORENSIC LAB	PS-INV103947	LAB FEES	890.00	890.00
54708	5/10/2022	00411	TURBO DATA SYSTEMS	37442	CITATION PROCESSING & ID/	1,469.54	1,469.54
54709	5/10/2022	00421	U.S. POSTAL SERVICE	#1433 Bulk Maili	#1433 BULK MAILING POSTA	2,000.00	2,000.00
54710	5/10/2022	00500	SMC CONTROLLERS OFFICE	April 2022	ALLOCATION OF PARKING PE	2,697.10	2,697.10
54711	5/10/2022	00539	FIREMASTER DEPT 1019	0000954627	1199 El Camino Annual Mainte	458.00	458.00
54712	5/10/2022	00623	ARAMARK	April 2022	UNIFORM SERVICE	476.88	
54713	5/10/2022	01037	COMCAST CABLE	April 2022	FIRST AID SUPPLIES	94.50	571.38
				May 2022	8155 20 022 0094769 TOWN C	15,257.73	
				05/02-06/01	8155 20 022 0097069 INTERNI	246.72	
				04/25-05/24 427	8155 20 022 0097028 427 F ST	241.72	
				04/25-05/24 Intei	8155 20 022 0097051 Internet	241.72	15,987.89
54714	5/10/2022	01882	PERDOMO, IRMA ESTELA	2002258.003	05.03.22 DEPOSIT REFUND	275.00	275.00
54715	5/10/2022	02082	VINCE'S OFFICE SUPPLY, INC	1740388	OFFICE SUPPLIES	26.53	26.53
54716	5/10/2022	02110	DEPT OF INDUSTRIAL RELATIE	1877036 OA	04.14.22 1198 EL CAMINO INS	225.00	225.00
54717	5/10/2022	02499	GE CAPITAL INFORMATION	106094156	A10 CCC COPY MACHINE	274.76	274.76
54718	5/10/2022	02499	GE CAPITAL INFORMATION	5064539770	CCC COPY FEES	178.37	178.37
54719	5/10/2022	02606	F. FERRANDO & CO.	43006	NORTH & ACROSS FROM 49'	4,665.00	
54720	5/10/2022	02714	MARCHETTI, DAWN	43007	476 D ST. & CLARK REMOVE	4,037.00	8,702.00
54721	5/10/2022	02793	DITO'S MOTORS	WWLE Reimbur	AIRFARE TO WWLE CONFER	212.20	212.20
				25750	SERVICE	219.44	
				25757	SERVICE	177.08	
				25718	OIL & FILTER CHANGE	68.61	
				25786	SERVICE	20.00	485.13
54722	5/10/2022	02947	ABELLANA, ANGELIKA	CPR Class Reim	REIMBURSE KRISPY KREME	35.98	35.98
54723	5/10/2022	03002	STELLA PAINTING INC.	22-042	PREP & PAINT 9,000 LINEAR I	11,500.00	11,500.00
54724	5/10/2022	03034	FLEX ADVANTAGE	142580	FLEX PROCESSING FEES	190.00	190.00
54725	5/10/2022	03058	OMG NATIONAL	Y1349004	AD SPECIALTY: PENCILS	218.00	218.00

05/10/2022 9:44:32AM

## Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54726	5/10/2022	03330	PANG, DARRYL	4/30/2022	04/20/22 POLYGRAPH SERVIC	325.00	325.00
54727	5/10/2022	03385	CORDICO INC.	4/26/2022	03/28/22 & 04/01/22 CRITICAL	4,300.00	4,300.00
54728	5/10/2022	03409	PRINTWORKS APPAREL	4/26/2022	50 SUMMER STAFF TSHIRTS,	748.71	748.71
54729	5/10/2022	03411	CLEAN WORLD GREASE TRA	5/4/2022	GREASE DRUM EXCHANGE	100.00	100.00
54730	5/10/2022	03440	BARTLE WELLS ASSOCIATES	4/22/2022	MARCH 2022 SEWER RATE S	1,940.00	1,940.00
54731	5/10/2022	03457	TOWNSEND PUBLIC AFFAIRS	5/1/2022	LEGISLATIVE ADVOCACY, GF	6,000.00	6,000.00
54732	5/10/2022	03467	IN HOME CPR, LLC	5/4/2022	04/30/22 FIRST AID CPR AED	730.00	730.00
Sub total for TRI COUNTIES BANK:							71,377.41

33 checks in this report.

Grand Total All Checks:

71,377.41

apChkLst

05/17/2022 10:09:03AM

Final Check List  
Town of Colma

Page: 1

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54733	5/17/2022	00003	A. S. F. ELECTRIC	9732	4/29/2022	1327 MISSION ST. ELECTRICI	450.00
54734	5/17/2022	00004	AT&T	9827	4/11/2022	2 CEILING SENSORS W500A	241.75
54735	5/17/2022	00110	DEPARTMENT OF TRANSPORT	000018144801	5/1/2022	C3-A/B-12-10-TS-01; C4 APRIL	32.65
54736	5/17/2022	00130	EMPLOYMENT DEVELOPMENT	221046	5/4/2022	SIGNALS & LIGHTING	902.18
54737	5/17/2022	00181	IEDA	1560545040	5/9/2022	UNEMPLOYMENT INSURANC	88.00
54738	5/17/2022	00307	PACIFIC GAS & ELECTRIC	23734	5/1/2022	LABOR RELATIONS CONSULT	1,573.00
54739	5/17/2022	00388	SONITROL	3007220528-6	5/9/2022	3007220528-6 1199 EL CAMIN	3,926.98
54740	5/17/2022	00414	TERMINEX INTERNATIONAL	9248309814-8	4/25/2022	9248309814-8 601 F STREET	302.81
54741	5/17/2022	00433	GRAINGER INC	308506	5/3/2022	MONTHLY MONITORING	1,109.81
54742	5/17/2022	00830	STAPLES BUSINESS CREDIT	419818648	4/30/2022	PEST CONTROL	265.00
54743	5/17/2022	00978	CASTRO, RUDOLFO	419818649	4/30/2022	601 F St.	83.00
54744	5/17/2022	01023	PRIORITY 1	9305515315	5/9/2022	23 CU. FT. SINGLE DOOR FRI	5,408.73
54745	5/17/2022	01565	BAY CONTRACT MAINTENANCE	9311837356	5/13/2022	BATTERY MODULE ASSEMBL	60.16
54746	5/17/2022	01816	QUALITY STRIPING, INC.	1641675544	4/25/2022	OFFICE SUPPLIES	257.25
54747	5/17/2022	02216	RAMOS OIL CO. INC.	2002259.003	5/5/2022	05.05.22 DEPOSIT REFUND	50.00
54748	5/17/2022	02337	AXON ENTERPRISES, INC.	8596	1/24/2022	#4 REMOVE BENT PUSHBUM	538.27
54749	5/17/2022	02429	CAIN, ELENA	8591	1/20/2022	#343 REMOVE CPU, KEYBOA	459.89
54750	5/17/2022	02499	GE CAPITAL INFORMATION	8592	1/20/2022	#873 REMOVE CPU. INSTALL	459.89
54751	5/17/2022	02605	GUERRERO, SAUL	27571	5/10/2022	JANITORIAL SERVICES	10,442.63
54752	5/17/2022	02799	WAVE	94761	5/9/2022	COVID-19 BASE LINE DECON	1,100.00
54753	5/17/2022	02827	CORODATA SHREDDING, INC.	94762	5/11/2022	SERRAMONTE-JSB TO ECR I	3,892.00
54754	5/17/2022	02970	PRODUCTIVE PRINTING & GR	797658	5/11/2022	SERRAMONTE-JSB TO ECR C	2,108.00
54755	5/17/2022	03061	NICK BARBIERI TRUCKING, LI	799134	4/20/2022	PD GASOLINE PURCHASES 1	2,790.81
				796161	4/30/2022	PD GASOLINE PURCHASES 2	2,735.39
				INUS072317	4/10/2022	PD GASOLINE PURCHASES 1	2,613.46
				2002263.003	5/6/2022	FLEET 3 ADVANCED, DYNAM	16,214.02
				5064539772	5/11/2022	05.09.22 DEPOSIT REFUND	300.00
				Meal & Mileage	5/1/2022	PD COPY FEES	397.75
				103745301-0005	5/8/2022	05/05/22 MEAL & MILEAGE RE	62.44
				DN1362842	5/1/2022	RIMS INTERNET W/SSF	400.00
				GR35994	4/30/2022	SHREDDING SERVICE	55.87
				35948	5/9/2022	POLICE RECEIPTS FORMS 3f	349.06
				LI2325814	4/19/2022	BUSINESS CARDS	156.66
					4/30/2022	PW GAS PURCHASES	437.52

Page: 1

Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54756	5/17/2022	03334	AT&T MOBILITY NATIONAL AC287296200335X	5/2/2022	WIRELESS	1,846.32	1,846.32
54757	5/17/2022	03379	MELENDREZ, LUIS	Meals & Mileage 5/9/2022	APRIL 19-29, 2022 MEALS & IV	311.51	311.51

Sub total for TRI COUNTIES BANK:

62,422.81

25 checks in this report.

Grand Total All Checks: 62,422.81

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54758	5/17/2022	03034	FLEX ADVANTAGE	June 2022	5/17/2022 HRA RETIREES	59,569.77	59,569.77

Sub total for TRI COUNTIES BANK: 59,569.77



1 checks in this report.

Grand Total All Checks:

59,569.77

## Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54759	5/20/2022	00047	C.L.E.A.	5/20/2022	CLEA: PAYMENT	196.00	196.00
54760	5/20/2022	01340	NAVIA BENEFIT SOLUTIONS	5/20/2022	FLEX 125 PLAN: PAYMENT	997.78	
				5/20/2022	DEPENDENT CARE: PAYMENT	626.91	1,624.69
54761	5/20/2022	01375	NATIONWIDE RETIREMENT S	5/20/2022	NATIONWIDE: PAYMENT	4,773.40	4,773.40
54762	5/20/2022	02224	STANDARD INSURANCE COM	5/20/2022	LIFE INSURANCE: PAYMENT	437.00	437.00
54763	5/20/2022	02377	CALIFORNIA STATE DISBURS	5/20/2022	WAGE GARNISHMENT: PAYM	547.84	547.84
94623	5/20/2022	00130	EMPLOYMENT DEVELOPMEN	5/20/2022	CALIFORNIA STATE TAX: PAY	15,533.42	15,533.42
94624	5/20/2022	00521	UNITED STATES TREASURY	5/20/2022	FEDERAL TAX: PAYMENT	68,986.94	68,986.94
94625	5/20/2022	00631	P.E.R.S.	5/20/2022	PERS - BUYBACK: PAYMENT	47,355.74	47,355.74
94626	5/20/2022	01360	MISSIONSQUARE RETIREMEN	5/20/2022	ICMA CONTRIBUTION: PAYME	6,485.16	6,485.16
94627	5/20/2022	00068	COLMA PEACE OFFICER'S	5/20/2022	COLMA PEACE OFFICERS: P/	613.45	613.45
Sub total for TRI COUNTIES BANK:						146,553.64	

10 checks in this report.

Grand Total All Checks:

146,553.64

Bank : first TRI COUNTIES BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54764	5/24/2022	00004	AT&T	5/13/2022	C3-A/B-12-10-TS-01 & C4 APR	1,509.71	1,509.71
54765	5/24/2022	00020	ASSOCIATED SERVICES INC	5/1/2022	WATERLOGIC RENTAL	40.00	
			122044083	5/1/2022	MTN H/C BWC	9.00	49.00
54766	5/24/2022	00051	CALIFORNIA WATER SERVICE	5/12/2022	CA WATER	254.38	254.38
54767	5/24/2022	00057	CINTAS CORPORATION #2	5/5/2022	CCC MAT CLEANING & SUPPL	564.97	
			4118501568	5/5/2022	REC CENTER MAT CLEANING	322.65	
			4118501528	5/5/2022	TOWN HALL OUTSIDE & INSII	208.29	
			4117822407	4/28/2022	2 SC10 KEYS TOWN HALL	10.99	1,095.91
54768	5/24/2022	00099	D.C. LOCK & SECURITY SERV	3/15/2022	PD ACCOUNT #140503	646.00	10.99
54769	5/24/2022	00112	DEPARTMENT OF JUSTICE	5/4/2022	PD ACCOUNT #140503	546.00	
			571564	4/5/2022	HR ACCOUNT #145931	66.00	
			581904	5/4/2022	HR ACCOUNT #145931	49.00	1,307.00
			579254	5/4/2022	DENTAL INSURANCE	13,738.60	13,738.60
54770	5/24/2022	00117	DELTA DENTAL OF CALIFORN	6/1/2022	PG&E	1,876.86	1,876.86
54771	5/24/2022	00307	PACIFIC GAS & ELECTRIC	5/10/2022	Facilities Mgmt & Maintenance	1,515.00	1,515.00
54772	5/24/2022	00412	TELECOMMUNICATIONS ENG	5/10/2022	VISION SERVICE PLAN	1,080.66	
54773	5/24/2022	00432	VISION SERVICE PLAN	5/19/2022	VSP COBRA	25.73	1,106.39
54774	5/24/2022	00464	HINDERLITER, DE LLAMAS	5/19/2022	SALES TAX SERVICES	3,407.50	3,407.50
54775	5/24/2022	00534	SMC INFORMATION SERVICE	5/20/2022	MICROWAVE MUX DSO	82.25	82.25
54776	5/24/2022	01036	MANAGED HEALTH NETWORK	4/30/2022	EMPLOYEE ASSISTANCE PRG	99.20	99.20
54777	5/24/2022	01037	COMCAST CABLE	5/17/2022	8155 20 022 0096715 601 F ST	113.72	113.72
54778	5/24/2022	01183	BEST BEST & KRIEGER LLP	5/7/2022	CITY ATTORNEY SERVICES	19,903.91	
			935337	5/18/2022	CITY ATTORNEY SPECIAL SE	1,817.30	
			935338	5/18/2022	EMPLOYEE BENEFITS/TAX	126.80	21,848.01
54779	5/24/2022	01687	UNITED SITE SERVICES OF	5/18/2022	STANDARD AND REGULAR SI	168.03	168.03
54780	5/24/2022	02132	WOLLMAN, JASON	5/13/2022	MAY 11-13, 2022 MEAL REIMB	51.00	51.00
54781	5/24/2022	02182	DALY CITY KUMON CENTER	5/17/2022	TUTORING	1,500.00	1,500.00
54782	5/24/2022	02224	STANDARD INSURANCE COM	5/13/2022	LIFE INSURANCE	222.07	222.07
54783	5/24/2022	02499	GE CAPITAL INFORMATION	5/16/2022	A12 STERLING PARK COPY M	76.15	76.15
54784	5/24/2022	02793	DITO'S MOTORS	5/11/2022	REPLACE REAR BRAKE PAD&	668.31	
			25665	4/12/2022	SERVICE	413.31	
			25849	5/13/2022	SERVICE	356.23	
			25611	4/1/2222	OIL & FILTER CHANGE	101.63	
			25820	5/11/2022	OIL & FILTER CHANGE	58.25	1,597.73
			25471	3/9/2022			

## Bank : first TRI COUNTIES BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54785	5/24/2022	02827	CORODATA SHREDDING, INC. RS3382301	4/30/2022	STORAGE, PICKUP/DELIVER	135.35	135.35
54786	5/24/2022	02860	PACIS, VIVIAN 2002266.003	5/16/2022	05.16.2022 DEPOSIT REFUND	275.00	275.00
54787	5/24/2022	02863	PLACWORKS, INC. 77859	2/28/2022	GENERAL PLAN UPDATE SUF	76.50	76.50
54788	5/24/2022	02877	GUERRERO, CESAR 2002267.003	5/16/2022	05.16.2022 DEPOSIT REFUND	50.00	50.00
54789	5/24/2022	03273	THE HOME DEPOT PRO 684850506	5/10/2022	PW PURCHASES	1,163.21	1,163.21
54790	5/24/2022	03284	FORENSIC LOGIC, LLC 1464	5/12/2022	LEAP SEARCH COPLINK X SL	2,242.00	2,242.00
54791	5/24/2022	03423	ROBERT L LOTTI II, DBA RLL I 2022-15	5/12/2022	BACKGROUND INVESTIGATION	1,250.00	1,250.00
54792	5/24/2022	03468	FAINA, SUSAN 2002264.003	5/16/2022	05.16.2022 DEPOSIT REFUND	275.00	275.00
54793	5/24/2022	03469	LEDBETTER, LLEWELLYN 2002268.003	5/16/2022	05.16.2022 DEPOSIT REFUND	275.00	275.00
54794	5/24/2022	03470	DELGADO GOMEZ, LUCIA 2002265.003	5/16/2022	05.16.2022 DEPOSIT REFUND	300.00	300.00
Sub total for TRI COUNTIES BANK:							57,671.56

31 checks in this report.

Grand Total All Checks:

57,671.56



# STAFF REPORT

TO: Mayor and Members of the City Council  
FROM: Christopher J. Diaz, City Attorney  
VIA: Brian Dossey, City Manager  
MEETING DATE: June 8, 2022  
SUBJECT: Motion to Reconfirm Findings and Determinations Under Resolution No. 2021-33 and Assembly Bill 361 for the Continuation of Virtual Meetings

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## RECOMMENDATION

Staff recommends that the City Council make the following motion:

MOTION TO RECONFIRM FINDINGS AND DETERMINATIONS UNDER RESOLUTION NO. 2021-33 AND ASSEMBLY BILL 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS

## EXECUTIVE SUMMARY

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom 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.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained at Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor's Executive Order, the four above requirements were suspended allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the

City Council is well aware, this allowed City Council meetings to be conducted by Zoom with councilmembers, staff, and the public, all joining from remote virtual locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21 which continued to allow for complete virtual meetings until September 30, 2021.

With the expiration of the Governor's Executive Order along with the uncertainty that surrounded the Governor's potential recall, the State Legislature also took the remote meeting issue into its own hands through the adoption of Assembly Bill 361, which is explained more in depth in the Analysis section below.

On October 13, 2021 the City Council adopted Resolution No.2021-33 making findings under AB 361 that state or local officials continue to recommend social distancing measures to prevent the spread of COVID-19 and including reference in particular to Cal-OSHA regulation 3205, which recommends physical distancing in the workplace. By motion and majority vote, the City Council may renew the findings of Resolution No. 2021-33 to continue to hold virtual meetings pursuant to AB 361.

## **ANALYSIS**

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either:

- (1) state or local officials have imposed or recommended measures to promote social distancing; or
- (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

The Governor by executive order signed on September 20, 2021, suspended the effective date of AB 361 to October 1, 2021. As a result, if the City desires to have virtual meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361.

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the



agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees.

The above conditions continue to exist at this time, and staff recommends the City Council by motion reconfirm the findings and determinations made in Resolution No. 2021-33 so that the City Council may continue to meet virtually under AB 361.

Lastly, it is important to note that AB 361 is optional. If the City Council wishes, it may meet in person. In addition, hybrid meetings are permissible where Council attends in person and the public attends remotely via Zoom.

## **FISCAL IMPACT**

The City Council's motion to continue with virtual meetings will maintain the status quo and no financial impact is anticipated.

## **ENVIRONMENTAL ISSUES**

The City Council's approval of a motion to reconfirm findings does not constitute a project under the California Environmental Quality Act (CEQA) Guideline 15378(b)(5) as it constitutes an organizational or administrative activity of the government that will not result in direct or indirect physical changes in the environment. Further, virtual meetings are likely to reduce certain impacts associated with vehicular travel related to in-person public meetings.

## **RECOMMENDATION**

Move to reconfirm the findings and determinations made in Resolution No. 2021-33 and under Assembly Bill 361 for the continuation of virtual meetings.





# STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Director of Public Works, CSG Consultants  
Abdulkader Hashem, Project Manager, CSG Consultants

VIA: Brian Dossey, City Manager

MEETING DATE: June 08, 2022

SUBJECT: Road Maintenance and Rehabilitation Account (RMRA) Project List

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## RECOMMENDATION

Staff recommends the City Council adopt:

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

## EXECUTIVE SUMMARY

Requirements have been imposed by the State as part of the State Gas Taxes that began collection on November 1, 2017. In order to receive an allocation of the Gas Tax revenue, a list of proposed projects to be funded with SB 1 funds must be adopted. For Fiscal Year 2022-23 the Town is projected to receive \$36,737 revenue in gas tax revenue and is included in the proposed budget (See attachment "C"). Also, the Town is required to demonstrate that the revenue and expenditures are included in the Fiscal Year 2022-23 Annual Budget. The funds are proposed to be allocated to the maintenance of F Street from El Camino Real to the City Limit (Block 300) "F Street Resurfacing Project" to be constructed in Summer 2022.

## FISCAL IMPACT

The adoption of the RMRA project list and accompanied resolution will increase the F Street Resurfacing Project budget from \$150,000 to \$186,737 and transfer the FY 2022-23 SB1 allocation of \$36,737 into the Street Capital Fund 32 to assist in the rehabilitation of the 300 block of F Street.

## BACKGROUND

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

critical safety projects on both the State Highway and local streets and roads system. Jurisdictions and agencies that receive SB1 funding are required to report back to the California Transportation Commission CTC on how those funds are to be expensed or how they were expensed, this required reporting is done on an annual basis.

On November 1, 2017, the State Controller (Controller) began to deposit various portions of this new funding into the Road Maintenance and Rehabilitation Account (RMRA). Although the exact amount has not been determined by the Controller for Fiscal Year 2022-23, the Town of Colma's RMRA apportionment will include an estimated \$36,737 funds that will be expensed per SB 1 Accountability and Transparency Guidelines, adopted on March 21, 2018.

## ANALYSIS

The Town of Colma must submit to the California Transportation Commission (CTC) a list of projects to be funded with RMRA funds. To simplify the reporting and administration of the RMRA funds, the proposed Project List consists of adding the RMRA funds to the F Street Resurfacing Project that will be constructed in the Summer of 2022.

No.	Source of Fund	Amount
1	RMRA (SB 1) Fund FY 2021-22	\$32,871
2	RMRA (SB 1) Fund FY 2022-23	\$36,737*
<b>TOTAL SB-1 Funds</b>		<b>\$69,608</b>

. \* 2022-23 Projected RMRA apportionment

If approved by City Council, the adoption of the project list will appropriate \$36,737 in SB1 to the F Street Resurfacing Project. If approved, Town Staff by way of a Resolution, will be required to provide the annual RMRA project list and expenditure reporting to the CTC.

## ENVIRONMENTAL

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

## REASONS FOR THE RECOMMENDED ACTION

The recommended actions are a requirement of the State program implementing the tracking of expenditures for the Gas Tax increase adopted by the State Legislature. If the action is not taken prior to July 1, 2022 the Town could potentially lose or not receive the estimated RMRA Gas Tax Funds for Fiscal Year 2022-23.

## **COUNCIL ADOPTED VALUES**

By approving the RMRA funds to be used for the F Street resurfacing Project exhibits a **visionary** approach to using the allocated funds to promote a safe roadway corridor for vehicles and bicyclists along F Street.

## **CONCLUSION**

It is recommended that the City Council adopt a resolution approving Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2022-2023.

## **ATTACHMENTS**

- A. Resolution Adopting Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2022-23
- B. RMRA Project List for FY 2022-23
- C. LSR Projected FY2022-23 Revenues - May 2022



**RESOLUTION NO. 2022-\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED  
 BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

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

**1. Background**

- (a) Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and
- (b) SB 1 includes accountability and transparency provisions that will ensure the residents of our Town are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and
- (c) The Town must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and
- (d) The Town, will receive an estimated \$ 36,737 in RMRA funding in Fiscal Year 2022-23 from SB 1; and
- (e) This is the sixth year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and
- (f) The Town has undergone a robust public process to ensure public input into our community's transportation priorities identifying roadway rehabilitation projects through the Town's Capital Improvement Program; and
- (g) The Towns allotment of SB 1 funds will assist in the funding of the F Street Resurfacing Project: and
- (h) The scope of work for the project will improve the pavement road condition, which will increase the Pavement Condition Index (PCI) for the F Street, and enhance the vehicle safety for this section of the roadway, funding these enhancements are Gas Tax / RMRA eligible expenses; and
- (i) The Fiscal Year 2022-23, SB 1 allocation is estimated at \$36,737, these proposed SB1 funds are to be designated for the "F Street Resurfacing Project"; and

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

## **2. Findings and Order**

The City Council finds and orders that:

(a) The foregoing recitals are true and correct.

(b) The City Council hereby authorizes the transfer of FY 2022-23 SB 1 allocation of \$36,737 into Street Capital Fund (32).

(c) The following projects may utilize fiscal year 2022-23 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the Town is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

### **RMRA 2022-23 Project List**

Project Title: F Street Resurfacing Project

**Project Description:** Implementation of road rehabilitation for F Street from El Camino Real to the City Limit (Block 300) includes base repair, overlay and street striping and markings.

**Location:** F Street From El Camino Real to the City Limit (Block 300).

**Scheduled Construction Completion:** Summer of 2022

**Estimated Useful Life:** 20 Years.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2022-\_\_\_\_ was duly adopted at a regular meeting of the City Council of the Town of Colma held on June 8, 2022, by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fisicaro, Mayor

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



# Submittal Report

LSR-C13-FY22/23-5264-001

FY 22/23

## Submittal Details

<b>Program</b>	<b>Agency</b>	<b>Date Created</b>	<b>Date Submitted</b>	<b>Date Approved</b>
Local Streets and Roads Program	Town of Colma	04/26/2022		
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	
1198 El Camino Real	Colma	CA	94014	
<b>Contact</b>		<b>Contact Title</b>		
Brad Donohue		Public Works Director		
<b>Contact Phone</b>		<b>Contact Email</b>		
(650) 757-8888		brad.donohue@colma.ca.gov		
<b>Avg. Network PCI</b>		<b>Measurement Date</b>		
77		7/2019		
<b>Support Documentation</b>		<b>Additional Information</b>		
Adopted Resolution No. 2022-XX and Staff Report specifying the F Street Resurfacing Project for approving RMRA Project List for Fiscal Year 2022-23.		The Town's apportionment of RMRA fund will be allocated to the rehabilitation of F Street from El Camino Real to the City Limit (Block 300) to be constructed in FY 2022-23.		

# Project Details

Title	Description	Location	Component	Priority Status	Est. Schedule		Useful Life		Assem	Senate
					Start	Complete	Min	Max		
F Street Resurfacing Project	This project will include: Paving and/or Striping Rehab/Repair (Existing Safety)	Town of Colma, F Street (Block 300) from El Camino Real to City Limit	Construction	Carried Over 22/23	07/2022	08/2022	10	20	19	11

# Local Streets and Roads - Projected Revenues

Estimated May 2022

	2021-22			2022-23		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>SAN LUIS OBISPO COUNTY</b>						
ARROYO GRANDE	454,306	347,825	802,131	502,326	388,740	891,066
ATASCADERO	762,564	586,934	1,349,499	843,595	655,975	1,499,570
EL PASO DE ROBLES	799,362	615,664	1,415,026	884,359	688,084	1,572,443
GROVER BEACH	341,669	260,666	602,335	377,656	291,328	668,984
MORRO BAY	267,516	202,771	470,287	295,510	226,623	522,133
PISMO BEACH	212,563	160,648	373,210	234,741	179,545	414,286
SAN LUIS OBISPO	1,179,647	912,569	2,092,216	1,305,634	1,019,914	2,325,548
County of San Luis Obispo	9,477,591	8,172,657	17,650,248	10,580,267	8,994,229	19,574,496
Total Cities & County: San Luis Obispo	13,495,218	11,259,734	24,754,952	13,495,218	11,259,734	24,754,952
<b>SAN MATEO COUNTY</b>						
ATHERTON	178,182	136,990	315,172	196,742	153,104	349,847
BELMONT	666,930	524,462	1,191,392	737,987	586,155	1,324,142
BRISBANE	119,303	90,726	210,029	131,595	101,398	232,993
BURLINGAME	748,134	589,371	1,337,506	827,986	658,699	1,486,685
COLMA	46,923	32,871	79,793	51,376	36,737	88,113
DALY CITY	2,706,717	2,151,723	4,858,439	2,998,246	2,404,830	5,403,076
EAST PALO ALTO	763,106	601,339	1,364,445	844,579	672,074	1,516,653
FOSTER CITY	824,877	650,714	1,475,591	913,040	727,257	1,640,297
HALF MOON BAY	312,911	243,884	556,795	345,955	272,572	618,527
HILLSBOROUGH	290,156	225,695	515,852	320,735	252,244	572,979
MENLO PARK	874,031	690,004	1,564,035	967,517	771,169	1,738,686
MILLBRAE	567,746	445,981	1,013,727	628,170	498,442	1,126,612
PACIFICA	950,005	750,732	1,700,737	1,051,719	839,041	1,890,760
PORTOLA VALLEY	118,832	90,349	209,181	131,073	100,977	232,050
REDWOOD CITY	2,123,764	1,687,751	3,811,515	2,352,431	1,886,281	4,238,712
SAN BRUNO	1,124,659	890,338	2,014,997	1,245,288	995,068	2,240,356
SAN CARLOS	749,820	590,719	1,340,538	829,854	660,205	1,490,059
SAN MATEO	2,569,046	2,041,679	4,610,725	2,845,666	2,281,841	5,127,507
SOUTH SAN FRANCISCO	1,676,421	1,330,177	3,006,598	1,856,642	1,486,646	3,343,287
WOODSIDE	146,305	111,510	257,815	161,413	124,627	286,040
County of San Mateo	15,052,200	10,808,951	25,861,151	16,764,876	11,895,542	28,660,418
Total Cities & County: San Mateo	32,610,066	24,685,967	57,296,033	32,610,066	24,685,967	57,296,033





# STAFF REPORT

TO: Mayor and Members of the City Council  
FROM: Caitlin Corley, City Clerk  
VIA: Brian Dossey, City Manager  
MEETING DATE: June 8, 2022  
SUBJECT: 2022 General Municipal Election

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## RECOMMENDATION

Staff recommends that the City Council Adopt:

RESOLUTION CALLING AND GIVING NOTICE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, FOR THE ELECTION OF TWO CITY COUNCIL MEMBERS, REQUESTING THE BOARD OF SUPERVISORS OF SAN MATEO COUNTY TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION OF SAME DATE PURSUANT TO ELECTIONS CODE SECTION 10403 AND RELATED MATTERS

## EXECUTIVE SUMMARY

The terms of two Council Members expire this year and these two offices are subject to election. The City Council must adopt a resolution calling for and giving notice of the General Municipal Election to be conducted to fill the two offices. The General Municipal Election can be consolidated with the Statewide General Election to be held on Tuesday November 8, 2022. The Town can also request the San Mateo County Election Division to render services for the purposes of this General Municipal Election.

## FISCAL IMPACT

The FY 2022-23 Proposed Budget contains \$12,000 for election activity.

## BACKGROUND

The Town's General Municipal Election is regularly held on the same day as the Statewide General Election in November of even-numbered years. Council Members are elected for four-year terms in staggered elections, and two positions are open for election this year.

## ANALYSIS

The proposed resolution would:

1. Call and give notice of the General Municipal Election to elect two Council Members;

2. Authorize the City Manager to enter into an agreement with the San Mateo County Chief Elections Officer to render election services.

The Town is required to publish or post notice of the election, including the time of election and the city offices to be filled, once, between the dates of Monday, July 4, 2022 and Monday, July 18, 2022.

### **Council Adopted Values**

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

- Vision: The calling of the General Municipal Election will continue to move the Town forward and ensure the Town has a five-member City Council to govern the Town.
- Responsibility: By consolidating the General Municipal Election with the Statewide General Election, and requesting that San Mateo County provide services for the election, the Council is acting in a responsible manner to save and conserve Town resources.
- Honesty and Integrity: The adoption of the resolution will allow for the two offices to be filled pursuant to an honest elections process.

### **Sustainability Impact**

The adoption of the resolution will consolidate the General Municipal Election with the Statewide General Election thereby saving Town money and resources. Further, requesting services from San Mateo County for the election will further reduce Town costs, staff time, and staff resources.

### **Alternatives**

Staff is unable to identify an alternative to this recommendation because adopting the resolution is a requirement of the elections process.

### **CONCLUSION**

Staff recommends the Council adopt a resolution calling for a General Municipal Election on Tuesday, November 8, 2022.

### **ATTACHMENTS**

- A. Resolution



**RESOLUTION NO. 2022 - \_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION CALLING AND GIVING NOTICE OF THE GENERAL MUNICIPAL  
ELECTION TO BE HELD ON NOVEMBER 8, 2022, FOR THE ELECTION OF TWO CITY  
COUNCIL MEMBERS, REQUESTING THE BOARD OF SUPERVISORS OF SAN MATEO  
COUNTY TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL  
ELECTION OF SAME DATE PURSUANT TO ELECTIONS CODE SECTION 10403 AND  
RELATED MATTERS**

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

**1. Background.**

- (a) Pursuant to Section 1.01.090 of the Colma Municipal Code, the General Municipal Election for the Town of Colma will be held on November 8, 2022.
- (b) The offices of two City Council Members will be subject to election.
- (c) It is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date, and that within the Town the precincts, polling places, vote centers and election officers of the two elections be the same, and that the San Mateo County Elections Official canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election.

**2. Order.** The City Council of the Town of Colma does hereby order, determine, and declare as follows:

- (a) The City Council, pursuant to its right and authority, does hereby call and order a General Municipal Election to be held in the Town of Colma, California, to be consolidated with the Statewide General Election, on Tuesday, November 8, 2022 for the purpose of electing two council members, each for the full term of four years.
- (b) The ballots to be used at the election shall be in the form and content as required by law.
- (c) The City Clerk is authorized, instructed and directed to coordinate with the San Mateo County Elections Official to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
- (d) That the precincts, ballot drop box locations and hours of operations, vote center locations and hours of operations, vote-by-mail procedures and timing, and election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of San Mateo.
- (e) In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

(f) Notice of the time and place of holding the election is hereby given, and the City Clerk is authorized, instructed and directed to give such further or additional notice, in the time, form and manner required by law.

(g) In the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of San Mateo Elections Official, the City Council, in accordance with Elections Code Section 15651(a), shall set a date, time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

### **3. Request for Consolidation**

(a) Pursuant to the requirements of California Elections Code Section 10403, the City Council of the Town of Colma hereby requests the Board of Supervisors of the County of San Mateo to consent and agree to the consolidation of the Town of Colma General Municipal Election with the Statewide General election on Tuesday, November 8, 2022 for the purpose of electing two council members.

(b) The County Election Division is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Pursuant to Elections Code Section 10418, the election will be held and conducted in compliance with the provisions of law regulating the Statewide General Election.

(c) The Board of Supervisors is requested to issue instructions to the County Election Division to take any and all steps necessary for the holding of the consolidated election.

(d) The Town of Colma recognizes that additional costs may be incurred by the County by reason of this consolidation and agrees to reimburse the County in full for such costs upon presentation of a bill to the Town.

### **4. Instructions to City Clerk**

The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Elections Division of the County of San Mateo.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2022 - \_\_\_\_ was duly adopted at a regular meeting of the City Council of the Town of Colma held on June 8, 2022, by the following vote:

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

Dated \_\_\_\_\_

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

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





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Pak Lin, Administrative Services Director  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: June 8, 2022  
 SUBJECT: Adoption of the FY 2022-23 Annual Budget

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## RECOMMENDATION

Staff recommends that the City Council adopt the following:

RESOLUTION APPROPRIATING FUNDS AND ADOPTING THE ANNUAL BUDGET FOR  
FISCAL YEAR 2022-2023

## EXECUTIVE SUMMARY

The new Fiscal Year for the Town of Colma begins on July 1, 2022. To conduct business, it is necessary for the City Council to authorize the expenditure of funds.

The attached FY 2022-23 Proposed Budget includes a projection of \$22.76 million in total revenues for all funds and a budget request of \$24.72 million in total expenditures, which consists of \$19.81 million in Operating Expenditures, \$299,000 in annual Debt Service (Town Hall Certificate of Participation) and \$4.60 million in Capital Improvement Projects (combine of Capital Program Funds and Internal Service Funds).

The General Fund revenue budget is \$19.08 million and the expenditure budget is \$18.48 million, generating a projected operating surplus of \$0.60 million in FY 2022-23. General Fund supports sewer operation, debt payments, and capital programs through transfers totaling \$1.95 million, with \$299,000 to Debt Service (Fund 43), \$261,000 to Sewer Fund (Fund 81), and \$1.39 million to Capital Improvement Projects (Fund 31 & 32). This brings the total General Fund deficit to \$1.35 million.

The operating expenditure budget in other funds includes \$988,000 for Sewer Operations (Fund 81); \$121,000 for Creekside Villas and Verano Operations (Fund 83, City Properties); \$191,000 for Parking Enforcement Operations (Fund 29); \$6,000 for Youth Outreach and Crisis Intervention Training (Fund 27); and, \$30,000 for streetlight and traffic signal maintenance (Fund 21).

The preliminary FY 2022-23 Budget was studied on April 13, 2022, the capital program on April 27, 2022, and the proposed FY 2022-23 operating and capital budget on May 25, 2022. Comments from the City Council meetings are incorporated in the document.

## FISCAL IMPACT

The FY 2022-23 Proposed Budget requests an appropriation of \$24.72 million in Town-Wide Operating Expenditures, \$299,000 in Debt Service, and \$4.6 million in Capital Improvement Projects. The budget includes a total transfer out of \$2.17 million, with:

- General Fund (Fund 11) transfers \$298,000 to the debt service operation, \$365,000 to the non-street capital program, \$1.03 million to the street capital program, and \$262,000 to sewer operations,
- Gas Tax & RMRA (Fund 21) transfers \$80,000 to the street capital program,
- Measure A (Fund 22) transfers \$80,000 to the street capital program, and
- Measure W (Fund 26) transfers \$60,000 to the street capital program.

The FY 2022-23 budget also includes the use of \$1.35 million of General Fund Unassigned Reserves to support the FY 2022-23 Capital Program. Table 1 below summarizes the projected General Fund reserve balances for June 30, 2022.

Table 1							
Reserves Summary						Projected	
@ June 30,	2017	2018	2019	2020	2021	2022	2023
General Funds	21,547,836	24,456,213	25,182,278	23,833,432	27,395,328	25,678,708	24,331,589
Special Revenues Funds	289,671	370,584	717,755	880,801	588,827	499,755	405,836
Debt Services Fund	45	2,541	2,620	1,296	(807)	1,451	1,451
Capital Funds	15,309,508	8,015,221	3,000,857	3,617,099	2,426,273	2,226,041	1,433,243
Internal Service Funds	753,160	651,891	634,930	754,688	740,887	829,887	864,887
115 Trust Funds	1,706,997	2,813,567	5,164,562	6,540,968	7,643,752	10,689,559	11,940,259
Enterprise Funds	-	-	102,215	143,283	237,527	507,783	748,563
<b>Total Reserves (All Fund)</b>	<b>39,607,216</b>	<b>36,310,016</b>	<b>34,805,216</b>	<b>35,771,567</b>	<b>39,031,788</b>	<b>40,433,184</b>	<b>39,725,829</b>
General Fund Reserves						Projected	
@ June 30,	2017	2018	2019	2020	2021	2022	2023
Committed Reserves (12)							
Accrued Leave Payout	42,000	42,000	650,000	715,000	715,000	1,160,190	1,257,390
Budget Stabilization	13,627,000	14,900,000	12,000,000	12,000,000	12,000,000	15,000,000	15,000,000
Debt Reduction	618,000	600,000	600,000	600,000	600,000	600,000	600,000
Assigned Reserves (11)							
Litigation	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Insurance	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Disaster	750,000	750,000	750,000	750,000	750,000	750,000	750,000
Unassigned (11, 19)	6,310,836	7,964,213	10,982,278	9,568,432	13,130,328	7,968,518	6,524,199
<b>Total Reserves (All Fund)</b>	<b>21,547,836</b>	<b>24,456,213</b>	<b>25,182,278</b>	<b>23,833,432</b>	<b>27,395,328</b>	<b>25,678,708</b>	<b>24,331,589</b>

## BACKGROUND

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

The preliminary budget presented at the April 13, 2022 City Council meeting is as follows:

Table 2: Summary of Activities		Special		Vehicle		Enterprise	Total
Town-wide Financial	General Funds	Revenues & Debt Funds	Capital Funds	Replacement Fund	Funds		
For FY 2022-23							
<b>Operating Activities</b>							
Revenues	\$ 19,082,055	\$ 353,976	\$ 1,978,177	\$ 255,000	\$ 1,481,262	\$ 23,150,470	
Expenditures	18,566,729	528,302	4,360,925	220,000	1,109,025	24,784,981	
<b>Operating Surplus / (Deficit)</b>	<b>515,326</b>	<b>(174,326)</b>	<b>(2,382,748)</b>	<b>35,000</b>	<b>372,237</b>	<b>(1,634,512)</b>	
<b>Net Transfers In/(Out)</b>							
Transfers to Capital Programs	(2,250,925)	(220,000)	2,470,925			-	
Transfers to Operating Programs	(346,409)	297,569	-	-	48,840	-	
<b>Change in Fund Balance</b>	<b>(2,082,008)</b>	<b>(96,757)</b>	<b>88,177</b>	<b>35,000</b>	<b>421,077</b>	<b>(1,634,512)</b>	

The FY 2022-23 preliminary budget shows a negative change in fund balance of \$1.63 million for all funds (or "Town-wide") and \$2.08 million in General Funds. The reduction in fund balance is primarily due to investment in the FY 2022-23 capital program.

At the April 27, 2022 City Council meeting, staff refined the FY 2022-23 capital program. Table 3 below shows the presented capital program by categories, and Table 4 below shows the funding summary.

Table 3 FY 2022-23 Capital Program By categories					Total Project Cost
	2021/22 and Prior	2022/23 Budget	2023/24 to 2027/28	Unfunded	
Streets, Sidewalk, & Bikeway (14)	\$ 3,131,646	\$ 3,266,100	\$ 3,089,000	\$ 63,900,000	\$ 73,386,746
Sewer & Storm Drains (2)	0	70,000	140,000	300,000	510,000
City Facilities & Long-Range Plan (16)	1,082,024	545,975	1,995,000	600,000	4,222,999
Equipment, Technology, & Fleet (5)	765,000	850,000	1,385,000	0	3,000,000
Subtotal	\$ 4,978,670	\$ 4,732,075	\$ 6,609,000	\$ 64,800,000	\$ 81,119,745

<b>Table 4</b>				<b>2023/24 to</b>	
<b>Funding Plan</b>	<b>Total Project Cost</b>	<b>2021/22 and Prior</b>	<b>2022/23 Budget</b>	<b>2027/28 Projected</b>	<b>Future/ Unfunded</b>
Capital Reserve (31)	836,085	836,085	0	0	0
City Facility (83)	55,000	55,000	0	0	0
Fleet Replcmnt (61)	1,249,000	164,000	220,000	865,000	0
Gas Tax & RMRA (21)	317,450	162,450	80,000	75,000	0
General Fund (11)	8,515,888	1,872,813	2,397,075	4,246,000	0
LEAP Grant (31) - Reimb	65,000	65,000	0	0	0
Measure A (22)	613,600	422,600	80,000	111,000	0
Measure M (35131)	320,032	320,032	0	0	0
Measure W (26)	153,950	31,950	60,000	62,000	0
Measure W Grant (32)	1,800,000	0	1,800,000	0	0
OBAG-LSR (35006)	100,000	100,000	0	0	0
OBAG-TLC (35005)	558,740	558,740	0	0	0
PLAN JPA (32)	10,000	10,000	0	0	0
REAP Grant (31) - Reimb	20,000	20,000	0	0	0
Safe Route to School (35007)	200,000	200,000	0	0	0
SB2 Grant (31)	93,000	93,000	0	0	0
SB2 Grant - pending reimbursement	67,000	67,000	0	0	0
TDA Art 3 Grant (32-35003)	95,000	0	95,000	0	0
Unknown Revenue Source	66,050,000	0	0	1,250,000	64,800,000
<b>Total Funding</b>	<b>81,119,745</b>	<b>4,978,670</b>	<b>4,732,075</b>	<b>6,609,000</b>	<b>64,800,000</b>

During the Capital Budget Study Session, the City Council directed staff to preserve the General Fund and to use \$880,975 of the capital reserve.

Table 5 below represents the draft budget presented to the City Council on May 25, 2022.

<b>Table 5: Summary of Activities</b>						
<b>Town-wide Financial For FY 2022-23</b>	<b>General Funds</b>	<b>Special Revenues &amp; Debt Funds</b>	<b>Capital Funds</b>	<b>Vehicle Replacement Fund</b>	<b>Enterprise Funds</b>	<b>Total</b>
<b>Operating Activities</b>						
Revenues	\$ 19,082,055	\$ 353,976	\$ 1,978,177	\$ 255,000	\$ 1,088,159	\$ 22,757,367
Expenditures	18,477,759	526,563	4,382,075	220,000	1,109,025	24,715,423
<b>Operating Surplus / (Deficit)</b>	<b>604,296</b>	<b>(172,587)</b>	<b>(2,403,898)</b>	<b>35,000</b>	<b>(20,866)</b>	<b>(1,958,055)</b>
<b>Net Transfers In/(Out)</b>						
Transfers to Capital Programs	(1,391,100)	(220,000)	1,611,100	-	-	-
Transfers to Operating Programs	(560,315)	297,569	-	-	261,646	(1,100)
<b>Change in Fund Balance</b>	<b>(1,347,119)</b>	<b>(95,018)</b>	<b>(792,798)</b>	<b>35,000</b>	<b>240,780</b>	<b>(1,959,155)</b>



Changes between Table 2 and Table 5 above include:

In Operations	In Capital
<p>Total <b>General Fund expenditures</b> reduced by \$88,970 and the total <b>Special Revenues &amp; Debt Funds</b> reduced by \$2,839. The reductions were related to adjustments in salaries, wages, and benefits. The changes were in leave payout and taxes.</p> <p>Total <b>Capital Funds</b> expenditure increased by \$21,150. Changes in the Capital program will be discussed below.</p> <p>Total <b>Enterprise Funds</b> revenues decreased by \$393,103. The changes were correcting senior housing rent and adjusting the Sewer Enterprise Fund revenues. At the April 27, 2022 City Council meeting, staff was directed that a portion of the sewer collection charges will be subsidized by the General Fund in a phased-in approach. This reduced sewer revenues and increased the amount to be transferred in. Other changes include increases in the Town's contribution to the water incentive program.</p>	<p><b>Mission Road Landscape (908).</b> On May 11, 2022 the City Council approved an increase to the project budget by \$343,200 effective July 1, 2022. The project budget was considered separately from the capital budget. The project budget is included in the budget document for transparency and completeness.</p> <p><b>Mission Road Crosswalk (909).</b> The budget request of \$125,000 has been removed from the capital program. Staff will include the budget amendment with the contract award.</p> <p><b>Town-wide Bicycle &amp; Pedestrian Master Plan (910).</b> The budget request of \$95,000 was changed to \$90,000. There was a typo to the grant amount and project spending plan.</p> <p><b>Capital Transfer</b> was reduced by \$859,825. During the April 27, 2022 capital budget study session, the City Council directed staff to preserve the General Fund reserve and drawdown on the Capital Reserve by \$880,975.</p>

The final proposed budget for FY 2022-23, is the same as the budget presented on May 25, 2022. Feedback on the budget presentation is incorporated in the budget attached (Attachment B).

## ANALYSIS

Overall, the FY 2022-23 Budget includes a projection of \$22.76 million in total revenues (all funds) and a budget request of \$24.72 million in total appropriation (expenditure budget), which consists of \$19.81 million in Operating Expenditures, \$299,000 in Annual Debt Service (Town Hall COP) and \$4.60 million in Capital Improvement Projects (combine of Capital Program Funds and Internal Service Funds).

The proposed FY 2022-23 Operating and Capital Budget (Attachment B) continues to be a conservative budget. The FY 2022-23 Budget includes assumptions that revenues have been recovered and operations are at full capacity.

## Transfers Summary

As shown in Table 6 below, transfers out for all funds total \$2.17 million with \$1.95 million from the General Fund and \$220,000 from special revenues funds.

Table 6 FY 2022-23 Budget Transfers Summary	General Fund	Special Revenues	Debt Services	General Capital	Street Capital	Sewer Operations	Total
General Fund (11, 12, 19)	(1,951,415)		298,669	365,000	1,026,100	261,646	-
Gas Tax & RMRA (21)		(80,000)			80,000		-
Measure A (22)		(80,000)			80,000		-
Measure W (26)		(60,000)			60,000		-
Total Transfer by Fund Categories	<b>(1,951,415)</b>	<b>(220,000)</b>	<b>298,669</b>	<b>365,000</b>	<b>1,246,100</b>	<b>261,646</b>	-

## GANN Limit

As part of the Budget exercise, the Town prepares the Appropriation Limit in accordance with State Law. The Limit is calculated by multiplying the adopted Limit from the previous year by factors reflecting economic changes. The laws regulating the application of the Limit forbid an agency from appropriating specific funds that would exceed the Limit. The restriction applies to appropriated monies categorized as " Proceeds of Taxes." The Limit carries forward each year and is subject to an adjustment in accordance with a specified formula.

The new 2022-23 Appropriations Limit is included in the budget document but will be part of the June 22, 2022 Regular City Council meeting for consideration and adoption.

## Next Steps

Staff will begin working with CalPERS to make a one-time \$1.0 million supplemental pension payments in FY 2022-23 to reduce the Town's unfunded liabilities and to transfer \$0.78 million PARS 115 Trust for pension obligations. The final supplemental pension payment amount will be presented to the City Council after a payment plan is established with CalPERS.

Additionally, staff will partner with GovInvest in assessing the health of the Town's pension trust and liabilities, as well as the updating the Town's unfunded liabilities strategy for FY 2023-24 and FY 2024-25.

## Reasons For the Recommended Action/Findings

Adoption of a budget is required for operations to continue in FY 2022-23.

## Council Adopted Values

Approval of the FY 2022-23 Annual Budget is the *responsible* action because the City Council has studied the budget in April and May and considered various budgetary options, including considering community input.

## Alternatives

1. Adopt a reduced or modified FY 2022-23 budget appropriation.

2. Adopt one month of the operating budget and conduct further study of the FY 2022-23 Budget. This action may result in operating and capital projects delay.

## **CONCLUSION**

Staff recommends that the Council conduct a public hearing and adopt the attached resolution appropriating funds and adopting the 2022-23 Proposed Budget.

## **ATTACHMENTS**

- A. Resolution Appropriating Funds and Adopting the 2022-23 Proposed Budget
- B. FY 2022-23 Proposed Budget



**RESOLUTION NO. 2022-##**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROPRIATING FUNDS AND ADOPTING THE ANNUAL BUDGET FOR  
 FISCAL YEAR 2022-2023**

The City Council of the Town of Colma does resolve as follows.

**1. Background**

- (a) The City Manager's budget message, the proposed budget, and all calculations and documentation upon which this resolution is based have been available to the public for more than fifteen days for review;
- (b) The City Council conducted a study session and public meeting on the preliminary budget report on April 13, 2022, the capital program on April 27, 2022, and the complete FY 2022-23 Proposed Budget document was distributed and available on the Town website on May 25, 2022;
- (c) The City Council conducted a study session in a public meeting on the complete FY 2022-23 Proposed Budget document on May 25, 2021;
- (d) A public hearing was held on June 8, 2022 on the proposed budget; and
- (e) The City Council duly considered the proposed budget, the City Manager's budget message, and public comments, if any, thereon.

**2. Findings and Order.**

- (a) *Budget Approval.* The 2022-23 budget proposed by the City Manager, dated July 1, 2022, shall be, and hereby is, adopted as the budget for the Town of Colma for Fiscal Year 2022-23.
- (b) *Authorization for the use of reserves.* Colma Administrative Code 4.01.180 (b) requires City Council approval for use of reserves above \$50,000. The maximum amount of reserves needed for FY 2022-23 is \$1.96 million to fund the FY 2022-23 capital program.
- (c) *Summary of Appropriations.* A summary (Exhibit A) is attached hereto and by reference made part of this Resolution, reflects the Fiscal Year 2022-23 Budget (All Funds) for the Town of Colma.
- (d) *Clerical Adjustments.* The City Manager shall be, and hereby is, authorized to adjust the budget pursuant to the provisions of section 4.01.070 of the Colma Administrative Code to make such other adjustments necessary to correct any clerical or technical errors in the proposed budget, provided that the City Manager makes a written report of all corrections or adjustments to the City Council within the timelines provided for in the Colma Administrative Code.
- (e) *Department Limitation.* The City Council authorizes the expenditure of funds for the

items specified in the budget, provided that the total expenditures for the department shall not exceed the total budget by fund, for the department.

(f) *Staffing.* The number and classifications of employment positions shown in the proposed budget is hereby approved as the authorized staffing level for the Town. The City Manager and each department head may not expand the number of full-time equivalent employees beyond that shown as the authorized staffing level for the Town without specific approval of the City Council.

(g) *Purchasing Ordinance.* All expenditures for services, goods, or public works projects must comply with the Town's Purchasing and Contracting Ordinance (Subchapter 1.06 of the Colma Municipal Code).

(h) *Administration of Annual Budget.* The City Manager shall be responsible to administer the Budget and financial records and the City Council authorization includes the following administrative actions as may be required during the year:

(i) Transfer budgeted amounts between line items, provided that the transfer is within the same fund, and within the same Department.

(ii) Increase grant funded revenue and expenditure budgets. Changes may be administratively processed, when revenue estimates exceed the amount identified in the Budget due to increases in grant revenues, as verified by financial records. The adjustment will also account for increased expenditures in an amount not to exceed the amount of increased grant revenue. Increased appropriations shall continue to be documented in the financial records and conveyed to the City Council as part of the quarterly financial reports.

(iii) Make transfers among the various funds designated as "Transfers In / Transfers Out". The FY 2022-23 Budget document. All fund transfers shall be recorded in the financial records.

(iv) Administratively adjust the Fiscal Year 2022-23 Operating Budget appropriations to account for the carryover of unspent 2020-21 appropriations for contracts entered into before June 30, 2022, where funds are encumbered. The City Manager shall use discretion in approving carryovers and all such adjustments shall be clearly recorded in the Town financial records. These amendments shall be identified and included in the Fiscal Year 2021-22 quarterly financial report.

(v) Administratively adjust the Fiscal Year 2022-23 Capital Project appropriations to account for the carryover of unspent appropriations from Fiscal Year 2021-22. All such adjustments shall be clearly recorded in the Town financial records and shall only be for projects that remain incomplete as of June 30, 2022.

### **3. Reserves**

The City Council hereby declares the following classifications of reserves (Net Income):

(a) A Debt Reduction reserve shall be recorded in the General Fund in the amount of \$600,000 as of June 30, 2023. This amount represents a minimum of two years of COP Debt Service. (Committed Fund Balance – Designated by City Council)

(b) The Budget Stabilization Reserve as of June 30, 2023 is established at \$15,000,000, being the amount sufficient to ensure continuity of operations in the event of a severe economic downturn, which amount is hereby determined to be 100% (rounded to the nearest \$100,000) of the General Fund expenditures for the prior fiscal year. The exact amount of this reserve shall be determined based on the final audit and financial statements. (Committed Fund Balance – Designated by City Council)

(c) Accrued Leave Payout Reserve shall be recorded in the General Fund in the amount of \$1,257,390 as of June 30, 2023. (Committed Fund Balance – Designated by City Council)

(d) Assigned Fund Balances – General Fund: Assigned fund balance includes amounts intended to be used by the Town for specific purposes, subject to change. The City Council authorizes the City Manager to establish the following assignments in the General Fund:

(i) Litigation Reserve of \$100,000, which may fund expenditures in the event of extraordinary legal expenses.

(ii) Insurance Reserve in the amount of \$100,000, which may fund expenditures in the event of extraordinary insurance claims and related expenses.

(iii) Disaster Response and Recovery in the amount of \$750,000 which may fund expenditures in the event of a catastrophic event.

(e) Assigned Fund Balances – Capital Project Fund / Fleet Replacement Fund: All reserves in the Capital Project Fund and Fleet Replacement Fund shall be recorded as assigned for future projects. Changes in the assignment shall be subject to City Council action.

(f) General Fund 2022-23 – Decrease Reserve: The proposed budget estimates \$1,444,319 reduction in unassigned reserves.

### **4. Transfer to Unassigned Reserve**

All General Fund net income on hand on June 30, 2022, which is not designated for a specific reserve category shall be recorded in the Unassigned Reserve.

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### Certification of Adoption

I certify that the foregoing Resolution No. 2022-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on June 8, 2022, by the following vote:

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Helen Fisicaro, Mayor

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



**"EXHIBIT A": SUMMARY OF APPROPRIATIONS FY 2022-23**

Town-wide Financial	Special Revenues & Debt Funds (21, 22, 23, 24, 25, 26, 27, 29,		Capital Funds (31, 32)	Vehicle Replacement Fund (61)	Enterprise Funds (81, 82, 83)	Total
Expenditures by Function	General Funds (11, 12, 19)	43)	(31, 32)	(61)	(81, 82, 83)	
<b>Revenues by Categories</b>						
Sales tax	13,081,000	0	0	0	0	13,081,000
Cardroom tax	4,200,000	0	0	0	0	4,200,000
Property and other taxes	788,190	0	0	0	0	788,190
Licenses and permits	308,106	0	0	0	0	308,106
Fines and forfeitures	86,000	0	0	0	0	86,000
Use of money and property	301,902	8,600	1,500	5,000	186,805	503,807
Revenues from other agencies	28,020	345,376	1,975,000	0	0	2,348,396
Charges for current services	115,637	0	0	0	901,354	1,016,991
Allocations	97,200	0	0	250,000	0	347,200
Other revenues	76,000	0	1,677	0	0	77,677
<b>Total Revenues</b>	<b>19,082,055</b>	<b>353,976</b>	<b>1,978,177</b>	<b>255,000</b>	<b>1,088,159</b>	<b>22,757,367</b>
<b>Expenditures by Category</b>						
Salaries, Wages, & Benefits	11,939,625	193,135	0	0	0	12,132,760
Supplies & Services	2,145,334	4,759	0	0	121,025	2,271,119
Professional & Contract Services	4,099,300	33,000	237,200	0	988,000	5,357,500
Capital Outlay	43,500	0	4,144,875	220,000	0	4,408,375
ISF Allocation	250,000	0	0	0	0	250,000
Debt Proceeds	0	295,669	0	0	0	295,669
<b>Total Expenditure by Category</b>	<b>18,477,759</b>	<b>526,563</b>	<b>4,382,075</b>	<b>220,000</b>	<b>1,109,025</b>	<b>24,715,423</b>
<b>Operating Surplus/ (Deficit)</b>	<b>604,296</b>	<b>(172,587)</b>	<b>(2,403,898)</b>	<b>35,000</b>	<b>(20,866)</b>	<b>(1,958,055)</b>
<b>Other Activities</b>						
Transfers In	0	298,669	1,611,100	0	261,646	2,171,415
Transfers (Out)	(1,951,415)	(220,000)	0	0	0	(2,171,415)
<b>Net Transfers In/(Out)</b>	<b>(1,951,415)</b>	<b>78,669</b>	<b>1,611,100</b>	<b>0</b>	<b>261,646</b>	<b>0</b>
<b>Fund Balance</b>						
Change in Fund Balance	(1,347,119)	(93,918)	(792,798)	35,000	240,780	(1,958,055)
Beginning Fund Balance @ 7/1/21	25,678,708	501,206	2,226,041	829,887	507,783	29,743,625
<b>Ending Fund Balance</b>	<b>24,331,589</b>	<b>407,288</b>	<b>1,433,243</b>	<b>864,887</b>	<b>748,563</b>	<b>27,785,570</b>
<b>Trust Funds Balance</b>						
OPEB Trust (71)						8,879,424
Pension Trust (72)						3,060,835
<b>Ending Fund Balance - All Funds</b>						<b>39,725,829</b>





[Town Website](#)

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[Next](#)



## Budget Cover

(The picture (right) is linked to the full PDF document)

### About this Document

The Fiscal Year 2022-23 Budget is the Town of Colma's operating and capital plan for the year.

### About the Cover

Photo in order from top left to bottom right:

- City Council
- California Reopen Ceremony
- Recreation program
- Coffee with a Cop
- Movie at the Cemetery
- Día de los Muertos
- Age-Friendly Cities Improvements
- Town of Colma Logo

### Elected Officials and Appointed Officials

#### Elected Officials:

- Helen Fisicaro (Mayor)
- Raquel "Rae" Gonzalez (Vice Mayor)
- Joanne F. del Rosario (Council Member)
- John Irish Goodwin (Council Member)
- Diana Colvin (Council Member)

#### Appointed City Officials:

- City Manager - Brian Dossey
- Police Chief - John Munsey
- Administrative Services Director - Pak Lin
- Recreation Manager - Angelika Abellana

Planning, Building, Engineering and Legal Services are contracted out.



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## Budget Award



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**Town of Colma  
California**

For the Fiscal Year Beginning

**July 01, 2021**

*Christopher P. Morill*

Executive Director

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to the Town of Colma, California, for its annual budget for the fiscal period beginning July 1, 2021.

In order to receive this award, a government unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements and we are submitting it to GFOA for award consideration.



# California Society of Municipal Finance Officers

*Certificate of Award*

## ***Operating Budget Excellence Award Fiscal Year 2021-2022***

*Presented to the*

***Town of Colma***

For meeting the criteria established to achieve the CSMFO Excellence Award in Budgeting.

***February 28, 2022***



*Marcus Pimentel*

**Marcus Pimentel  
CSMFO President**

*Michael Manno*

**Michael Manno, Chair  
Recognition Committee**

***Dedicated Excellence in Municipal Financial Reporting***



## Navigating Through the Digital Budget



<<Video to come>>

## City Manager's Message



<<Video to come>>

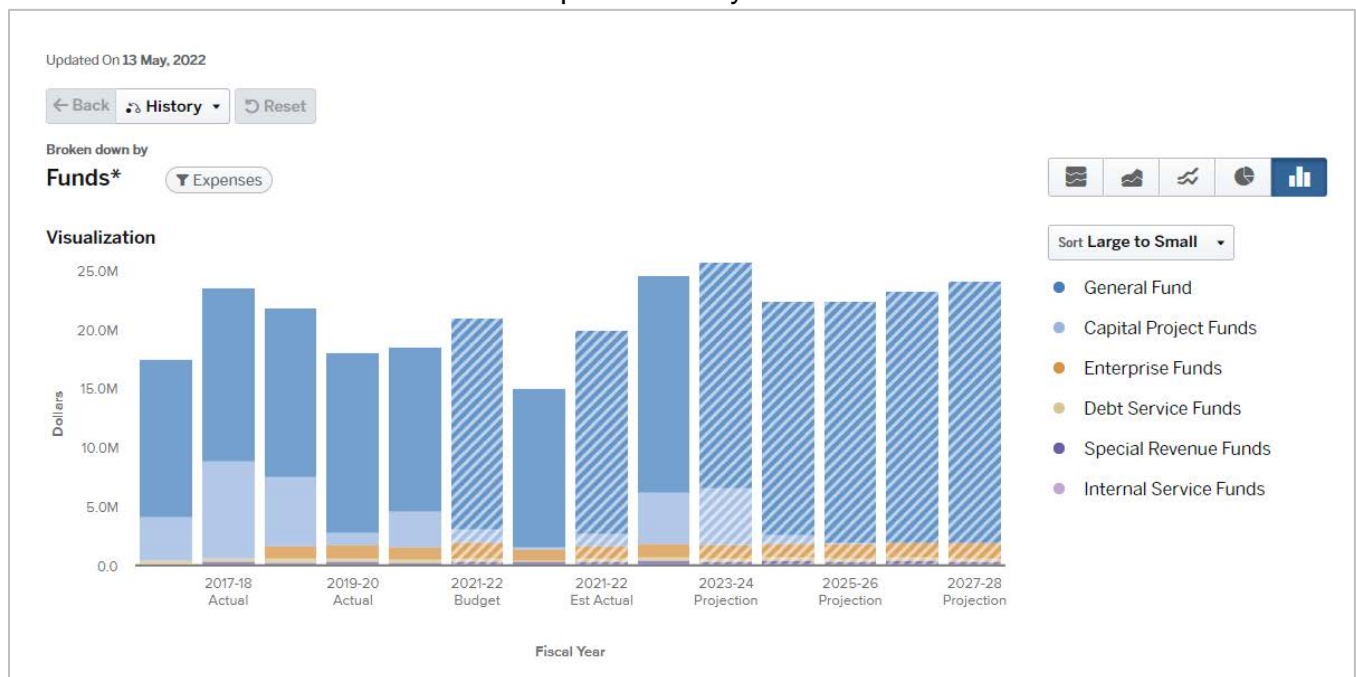


# Budget-at-a Glance



<<Video to come>>

## Expenditures by Funds



	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est. Actual	2022-23 Budget	2023-24 Projection	2024-25 Projection	2025-26 Projection	2026-27 Projection	2027-28 Projection
Expenditures by Funds														
General Fund	13,323,024	14,682,852	14,336,497	15,275,872	13,918,293	17,982,721	13,461,353	17,259,625	18,477,759	19,028,442	19,820,049	20,510,380	21,316,699	22,198,905
Capital Project Funds	3,717,895	8,252,413	5,888,225	1,066,644	2,982,172	1,067,434	198,475	1,027,434	4,382,075	4,874,000	720,000	50,000	50,000	50,000
Enterprise Funds	-	-	1,101,636	1,105,264	1,118,504	1,337,375	969,765	1,036,799	1,109,025	1,141,778	1,175,647	1,210,956	1,247,023	1,284,620
Debt Service Funds	299,069	295,069	301,669	297,218	297,719	297,569	88,134	297,569	298,669	294,619	294,219	294,319	294,969	295,281
Special Revenue Funds	170,044	300,745	211,139	210,002	221,416	220,128	205,224	217,387	227,894	227,944	234,315	240,876	247,682	254,671
Internal Service Funds	30,964	112,587	113,433	171,578	19,973	164,000	161,165	164,000	220,000	150,000	215,000	150,000	200,000	150,000
Total Expenditures (All Funds)	17,540,996	23,643,665	21,952,599	18,126,578	18,558,076	21,069,227	15,084,115	20,002,814	24,715,423	25,716,783	22,459,230	22,456,531	23,356,373	24,233,476

## Colma Profile

## Colma History



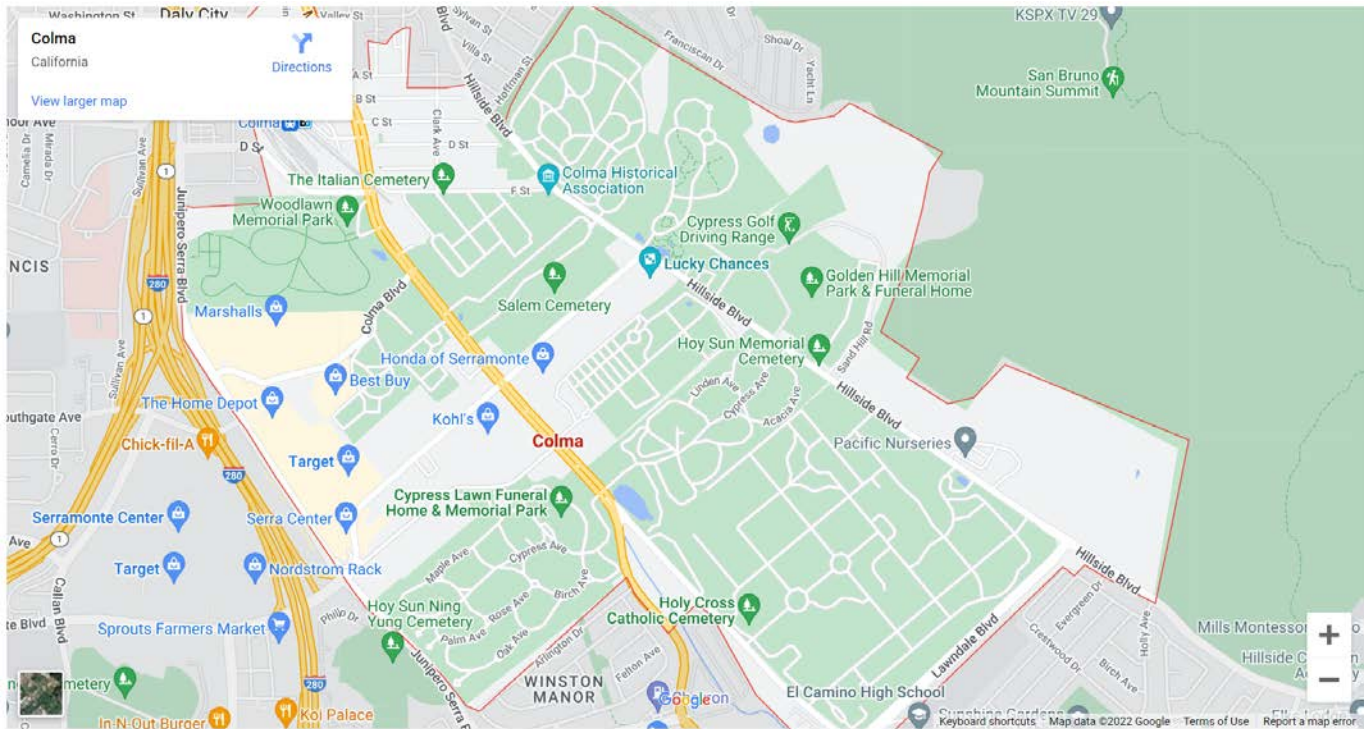
More information about Colma's history is available at the Colma Historical Association website at <https://www.colmahistory.com/history.html>

The link to the YouTube video is <https://youtu.be/Lu1qSTikCQ4>

## Map of Colma

Courtesy of Google Map

Colma is located 11 miles south of San Francisco and 47 miles north of San Jose.



## Colma Census Data

### Population Growth

*Coming Soon*

Available after June 8, 2022

### Race and Ethnicity

*Coming Soon*

Available after June 8, 2022

### Age Ranges

*Coming Soon*

Available after June 8, 2022

### Household Income

*Coming Soon*

Available after June 8, 2022

# Colma Revenues Profile

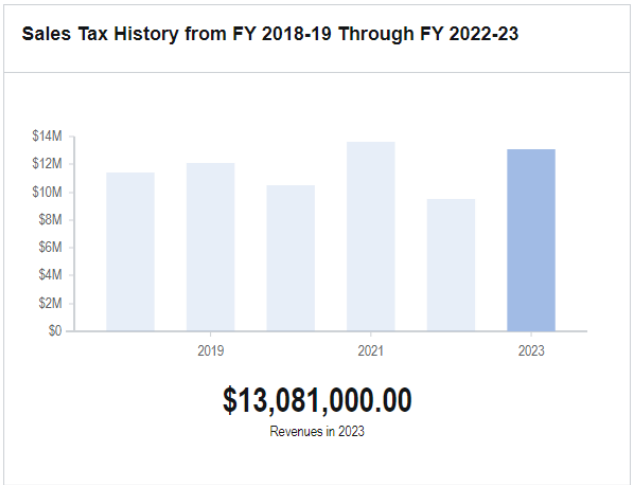
The Town's primary sources of revenues are sales, cardroom, and property taxes. Cardroom tax is based on gross income.

## Sales Tax Revenues

Where does my sales tax dollar go?



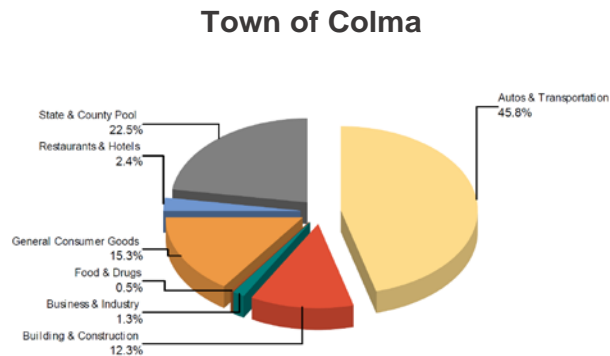
## Sales Tax Trend



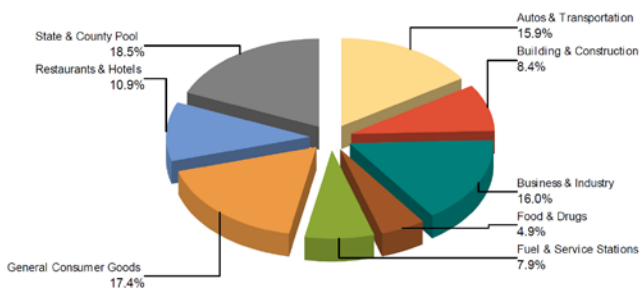
The tax rate for San Mateo County is 9.375%. The chart above shows that for every dollar of the sales tax you pay, 11 cents go to the Town of Colma.

The sales tax chart (above) shows actual receipts. For FY 2021-22, the Town received \$9.53 million in sales tax through April 2022. The estimated actual projected for FY 2021-22 is \$12.70 million.

## 2021 Sales Tax Comparison



## HdL Client Database Statewide Totals



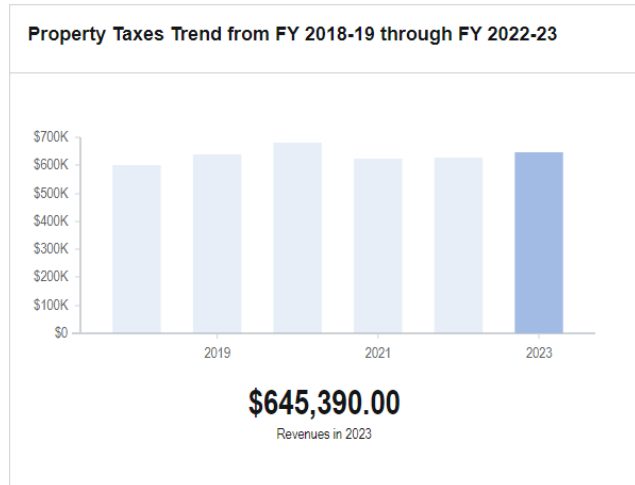
## Property Tax Revenues

Where does my property tax dollar go?



For every dollar of property tax you pay, the Town gets 7 cents. This does not include special bonds and other fees added to the property tax roll.

## Property Tax Trend



## Major Employers in Colma

The data below are arranged in alphabetical order.

- Ashley Home Store (General Consumer Goods)
- Best Buy (General Consumer Goods)
- Black Bear Diner (Restaurants and Hotels)
- Cadillac (Auto and Transportations)
- Car Max (Auto and Transportations)
- Cypress Lawn (Cemeteries)
- Home Depot (General Consumer Goods)
- Home Depot Pro (General Consumer Goods)
- Honda of Serramonte (Auto and Transportations)
- Kohl's (General Consumer Goods)
- Lexus of Serramonte (Auto and Transportations)
- Lucky Chances (Entertainment)
- Serramonte Ford (Auto and Transportations)
- Stewart Chevrolet Chrysler Dodge Jeep Ram (Auto and Transportations)
- Target (General Consumer Goods)
- Tesla (Auto and Transportations)

## Major Industry Group

- Auto and Transportations (51)
- General Consumer Goods (77)
- Building and Construction (6)
- Restaurants and Hotels (28)
- Business and Industry (10)
- Food and Drugs (4)
- Cemeteries (16)
- Leisure/Entertainment (3)





Previous



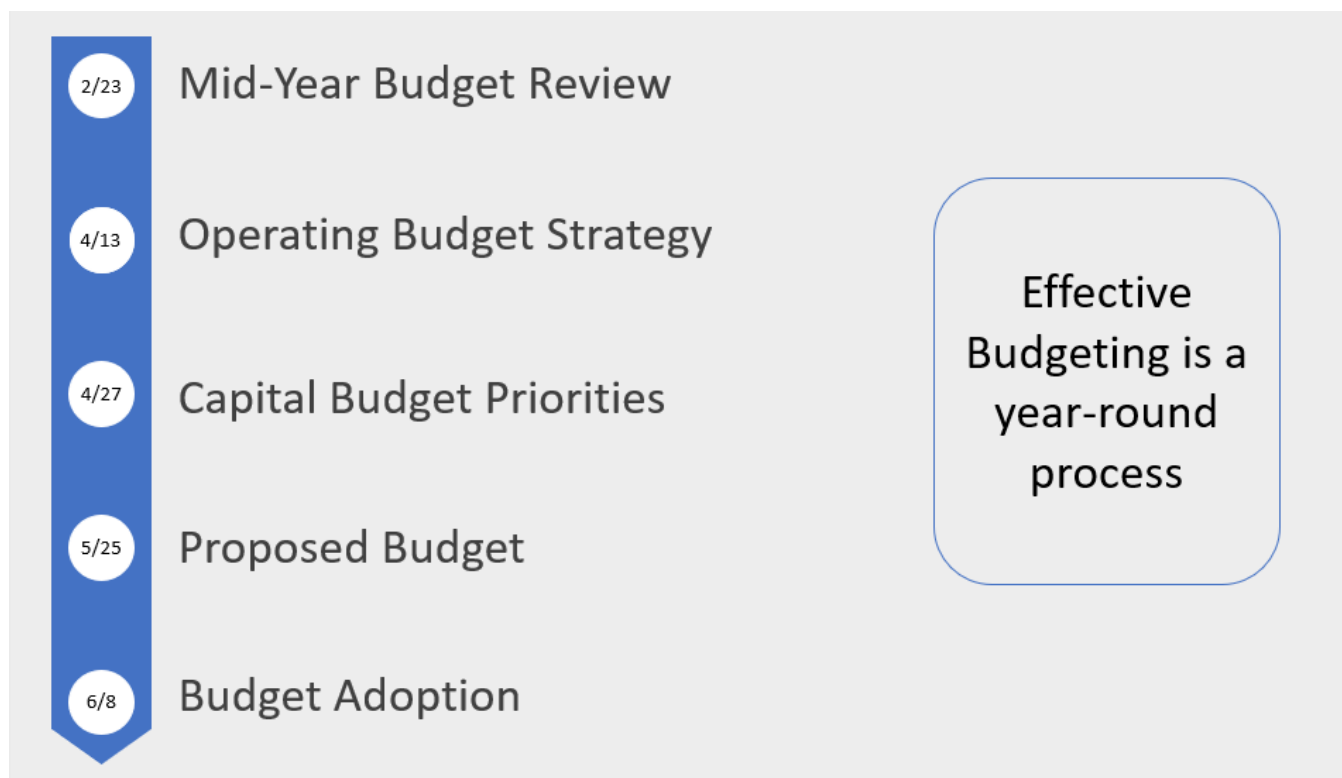
The FY 2022-23 Budget includes a projection of \$22.76 million in total revenues for all funds and a budget request of \$24.72 million in total expenditures, which consists of \$19.81 million in Operating Expenditures, \$299,000 in annual Debt Service (Town Hall Certificate of Participation) and \$4.60 million in Capital Improvement Projects (combine of Capital Program Funds and Internal Service Funds).

## Budget Development

The Budget Development Process begins in February with the mid-year financial update and budget review. Market and economic indicators, by mid-year, provide the foundation for the following fiscal year's budget. For FY 2022-23, the mid-year financial update was presented at the February 23, 2022 Regular City Council meeting. Each department received the budget instructions for the FY 2022-23 budget development with the following assumptions.

- **Base Operation:** The base operating budget assumes that the Town will be in full operation on July 1, 2022. The budget should be consistent with historical data (4-year average) and economic trends (CPI). Personnel costs incorporate Council-approved COLAs and average benefit increases (5%).
- **Program Assumptions:** Programs above the base operation must align with the 2020-2022 Strategic Plan. The plan and the status update are available at <https://www.colma.ca.gov/strategic-plan/>
- **Economic Assumptions:** The budget accounts for the operating impact of COVID and the War in Ukraine, including additional COVID sick leave and facility cleaning, reduction in investment income, and an increase in fuel, equipment, and construction costs as a result of supply shortages.
- **Other Guiding Documents:** The Town of Colma has other guiding documents that impact the annual budget development, including the Colma Budget Procedures & Reserve Policies, Unfunded Liabilities Strategies, Sewer Fee Study, and Economic Development plans.

The following chart shows the budget development timeline for FY 2022-23.



## Basis of Budgeting

The budget numbers are developed based on a modified-accrued basis; where revenues are recorded when the amount is known and available, and the expenditures are recorded when the related liability is incurred. Although the Sewer Enterprise, City Facilities Enterprise, and the Fleet Replacement funds use the full accrual basis of accounting in the audited financial statements, for the purposes of the budget development, the modified accrued basis is used for all funds.

## Economic Assumptions for FY 2022-23

As a financial planning document, the Town of Colma considers global and local economic conditions in the development of the FY 2022-23 budget.

Globally, the Town of Colma operation continues to be impacted by COVID-19, inflation, and the War in Ukraine. With the COVID-19 Omicron surge, the State required all employers to provide an additional 80 hours of supplemental COVID sick leave which is in addition to the Town's accrued leave policy. The additional sick leave is an additional cost to the Town and sunsets in September 2022. Additionally, with each positive case, the Town is required by Cal/OSHA to conduct deep cleaning of the impacted facility. The FY 2022-23 budget accounts for both the supplemental sick leave and the facility cleaning costs.

Inflation impacts the Town's revenues and expenditures. For revenues, the increase in the cost of consumer goods equates to higher sales tax collected. The increase in sales tax revenues is temporary and will reduce once the market readjusts. On the expenditures side, the purchase of selected supplies and equipment will increase due to inflation. Additionally, due to the rise in inflation, the Federal Reserve

has scheduled several rate increases to slow down the market. This will impact the Town's commercial development and interest earnings. The War in Ukraine further exacerbated the supply chain shortages and the impact of inflation.

Locally, the Town of Colma has been dealing with the decline in brick and mortar and the rise in unfunded liabilities. With the convenience and availability of online sales, the Town saw an increase in vacant storefronts, pre-pandemic. Part of the Colma 2020-2022 Strategic Plan is creating an economic development ad hoc committee chaired by the City Manager and facilitated by various economic development consultants. The plan to address vacant storefronts is under development.

As for unfunded liabilities, the City Council has approved and updated the unfunded liabilities strategy and the Town's reserve policy to fund 115 trusts for future pension and OPEB costs. The Town also made additional contributions to CalPERS to reduce the Town's unfunded pension liabilities. As of June 30, 2021 the Town has \$22.19 million in net unfunded liabilities and \$7.64 million in its 115 trusts.<sup>1</sup>

## **Budget Analysis**

The budget assumes full operations and adds in contingency. A budget-to-budget analysis provides operational changes without needing to address vacancies and operational interruptions during the year. An estimated actual to budget comparison provides good economic indicators on how the current year's operation will perform and how that will impact the following budget year. For this reason, estimated actual to budget comparison is great for revenue analysis and budget to budget comparison is more informative when assessing operations.

## **Town-Wide Financial Summary for Fiscal Year**

The FY 2022-23 Budget projects the Town will receive \$22.76 million in revenues for all funds and will need \$24.72 million for operation, debt, and capital improvements.

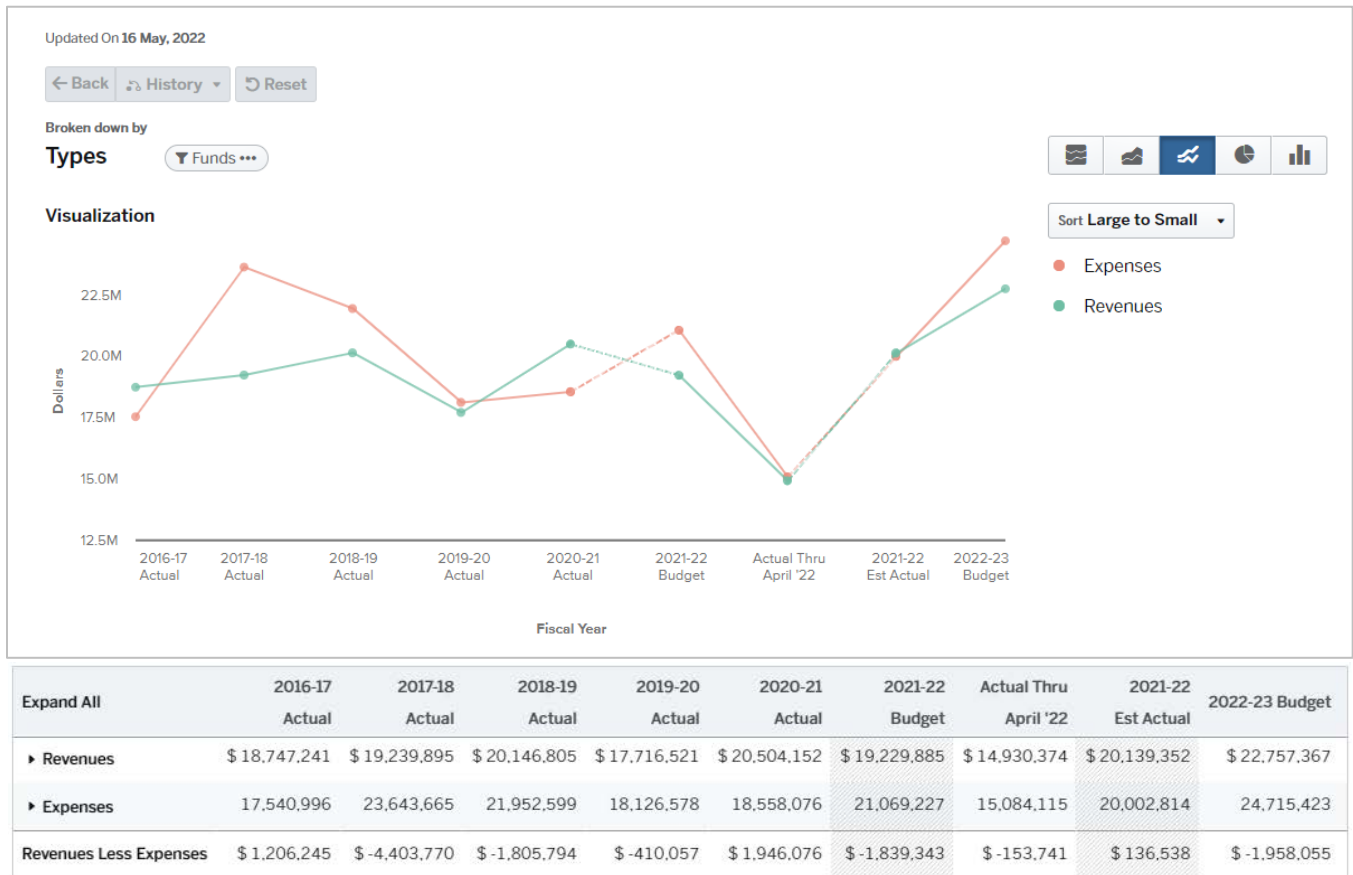
### **Revenues and Expenditures (All Funds)**

The line chart shows the Town's revenues and expenditures since FY2016-17. There are five instances where the orange line is above the green. These are the years the Town drew down on reserves. FY 2017-18 is when the Town entered the construction phase of the Town Hall Renovation, an \$18.08 million project. The Town issued debt to finance \$5.30 million of the total project cost. FY 2019-20 is the beginning of the COVID-19 pandemic, where the Town experienced an immediate reduction in tax revenues due to the Shelter-in-Place Order and curfews. In FY 2020-21, the Town added \$2.00 million to the reserves, largely due to additional sales tax as a result of the passage of AB147, as it's related to the collection of sales tax in online sales. In response to the COVID-19 pandemic, the Town deferred most capital projects to retain reserves. As a result, the Town is projecting expenditures to exceed revenues in FY 2021-22 and FY 2022-23 to fund the capital program.

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<sup>1</sup> Unfunded liabilities are generally a year behind in valuation. The latest available valuation is as of June 30, 2021.





## Revenues & Expenditures Summary

### Revenues by Categories for All Funds

**Sales tax, cardroom tax, and revenues from other agencies** represent 79% of total revenues for all funds, or \$18.07 million. **Sales tax** and **cardroom tax** revenues will be discussed further in the General Fund section, below. The \$2.35 million in **revenues from other agencies** includes grant funding awarded for three of the Town's capital projects, the El Camino Real Bicycle and Pedestrian Improvement Project (\$1.80 million), the Town-Wide Bicycle and Pedestrian Master Plan (\$90,000), and Housing Element Update (\$85,000). Annually, the Town also received \$345,000 in grants for public safety services and roadway maintenance and improvements.

Town-wide Financial Summary	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Actual Thru	2021-22	2022-23
Expenditures by Categories	Actual	Actual	Actual	Actual	Actual	Budget	April '22	Est. Actual	Budget
<b>Revenues by Categories</b>									
Sales tax	11,202,348	11,397,118	12,066,527	10,520,000	13,620,617	12,000,000	9,529,590	12,700,000	13,081,000
Cardroom tax	4,278,510	4,339,128	4,508,727	3,311,926	2,194,681	3,500,000	3,286,278	4,000,000	4,200,000
Property and other taxes	715,454	728,905	771,940	821,612	763,809	787,308	757,183	759,000	788,190
Licenses and permits	372,321	278,046	123,626	275,241	348,148	281,176	144,846	235,442	308,106
Fines and forfeitures	57,490	65,128	89,509	95,293	102,550	86,000	69,097	80,000	86,000
Use of money and property	560,635	723,307	873,775	873,316	478,075	479,990	57,625	377,142	503,807
Revenues from other agencies	443,142	403,781	511,681	495,746	1,878,463	610,172	246,673	594,527	2,348,396
Charges for current services	872,472	880,037	973,696	957,674	1,055,783	1,053,801	753,003	1,006,332	1,016,991
Allocations	-	-	80,510	250,000	-	354,725	-	339,000	347,200
Other revenues	244,870	424,447	146,814	115,716	99,057	76,713	86,078	47,907	77,677
<b>Total Revenues</b>	<b>18,747,241</b>	<b>19,239,895</b>	<b>20,146,805</b>	<b>17,716,524</b>	<b>20,541,183</b>	<b>19,229,885</b>	<b>14,930,374</b>	<b>20,139,352</b>	<b>22,757,367</b>

## Expenditures by Categories for All Funds

**Salaries, wages, & benefits, professional & contractual services**, and **capital outlay** are the three largest expenditure categories for FY 2022-23 and represent 89% of the total expenditures budget. The \$12.13 million in **salaries, wages, & benefits** include \$6.61 million for salaries and wages for the 43.1 FTE, \$2.30 million in pension contributions, \$1.55 million payment towards OPEB liabilities, and \$1.68 million towards active employee benefits. The \$4.41 million in **capital outlay** is outlined in the FY 2022-23 Capital Program section of the budget. The \$5.36 million in **professional & contractual services** accounts for \$988,000 in sewer operation, \$941,000 in insurance, and the remaining \$3.43 million in various contract services, such as planning, building & engineering services, legal and audit services, and routine repair and maintenance services.

Town-wide Financial Summary	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Actual Thru	2021-22	2022-23
Expenditures by Categories	Actual	Actual	Actual	Actual	Actual	Budget	April '22	Est. Actual	Budget
Salaries, Wages, & Benefits	8,129,877	9,230,513	9,871,961	10,480,055	9,922,469	11,929,672	9,721,340	11,786,070	12,132,760
Supplies & Services	1,465,222	1,505,144	1,760,905	1,595,958	1,436,453	2,087,923	1,500,844	1,768,458	2,271,119
Professional & Contract Services	4,114,558	4,261,164	4,094,481	4,269,466	4,107,336	5,247,129	3,421,424	4,720,592	5,357,500
Capital Outlay	3,535,670	8,353,376	5,848,474	1,237,130	2,797,451	1,259,934	355,722	1,183,125	4,408,375
ISF Allocation	-	-	80,510	250,000	-	250,000	-	250,000	250,000
Debt Proceeds	295,669	293,469	296,269	293,969	294,369	294,569	84,784	294,569	295,669
<b>Total Expenditure by Category</b>	<b>17,540,996</b>	<b>23,643,665</b>	<b>21,952,599</b>	<b>18,126,578</b>	<b>18,558,076</b>	<b>21,069,227</b>	<b>15,084,115</b>	<b>20,002,814</b>	<b>24,715,423</b>

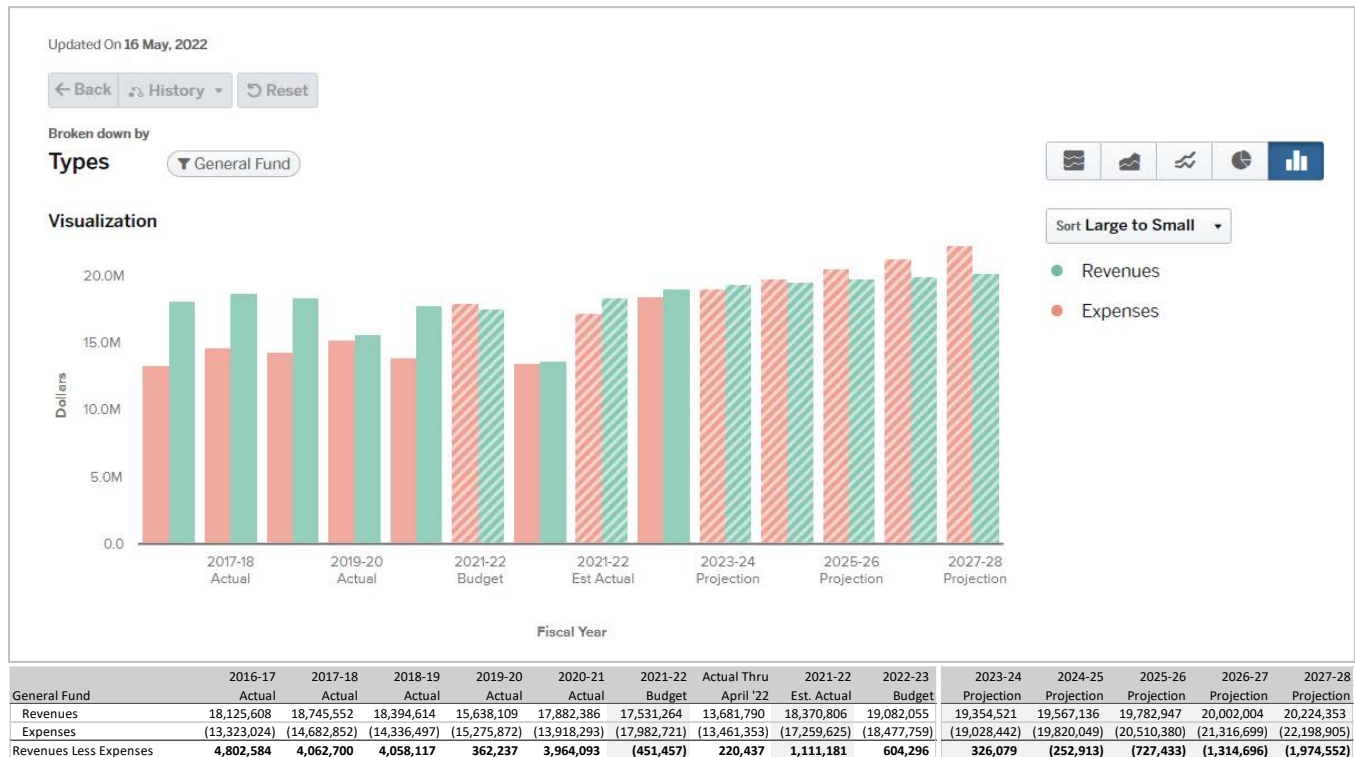
## Expenditures by Department for All Funds

Town-wide Financial	Special Revenues & Debt Funds (21, 22, 23,		Vehicle Replacement Fund (61)		Enterprise Funds (81, 82, 83)		Total
Expenditures by Function	General Funds (11, 12, 19)	24, 25, 26, 27, 29, 43)	Capital Funds (31, 32)				
General Government	4,869,563	298,669	0	0	0	0	5,168,232
Public Safety	9,009,798	197,894	0	0	0	0	9,207,693
Public Works	2,778,162	30,000	0	0	988,000	0	3,796,162
Facility Operations	749,370	0	0	0	121,025	0	870,395
Capital Improvement Projects	0	0	4,382,075	220,000	0	0	4,602,075
Recreation	1,070,866	0	0	0	0	0	1,070,866
<b>Total Expenditure by Function</b>	<b>18,477,759</b>	<b>526,563</b>	<b>4,382,075</b>	<b>220,000</b>	<b>1,109,025</b>	<b>0</b>	<b>24,715,423</b>

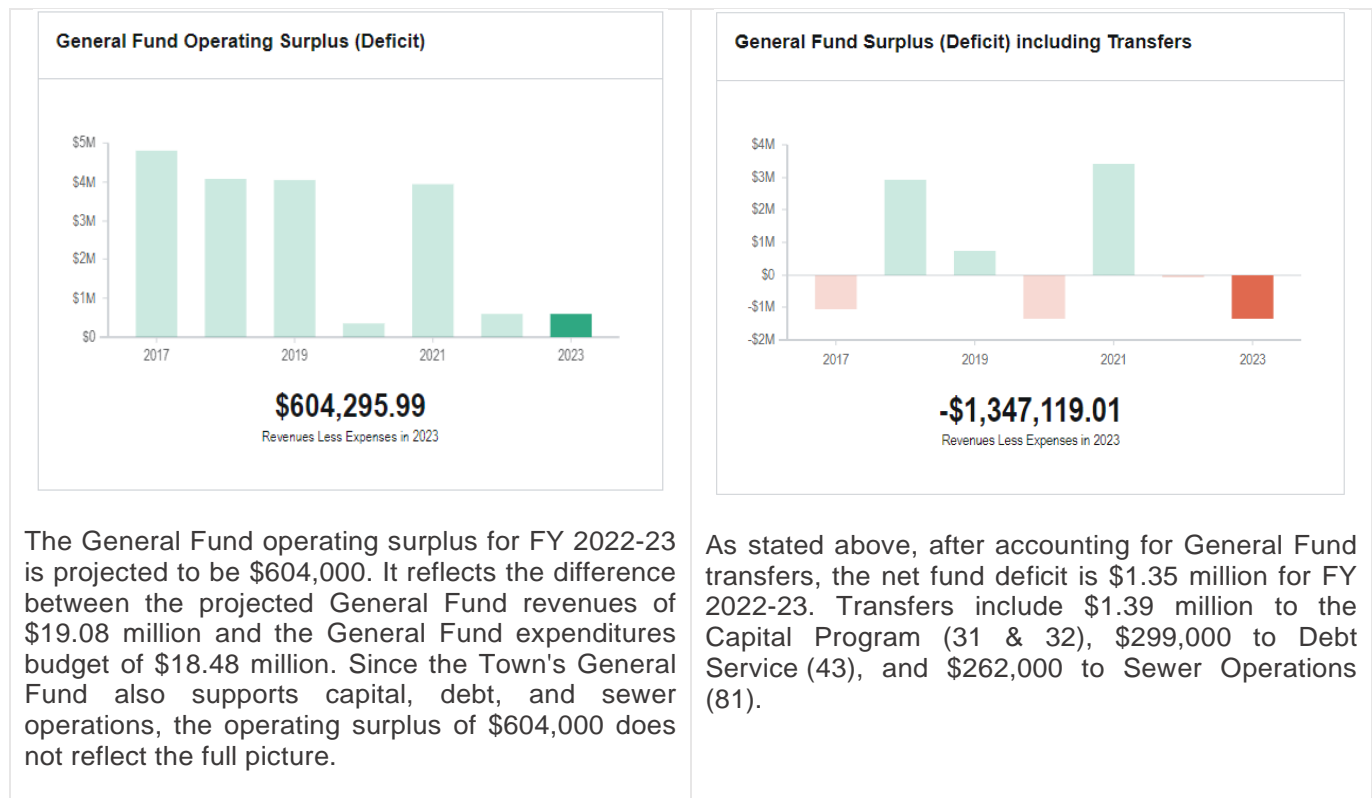
## General Fund Budget

For FY 2022-23, General Fund is projected to receive \$19.08 million in revenues, spend \$18.48 million in operations, and transfer \$1.95 million to support capital, debt, and sewer programs. After transfers, General Fund will need \$1.35 million of unassigned reserves.

## General Fund Revenues and Expenditures (No Transfers)



## General Fund Revenues and Expenditures

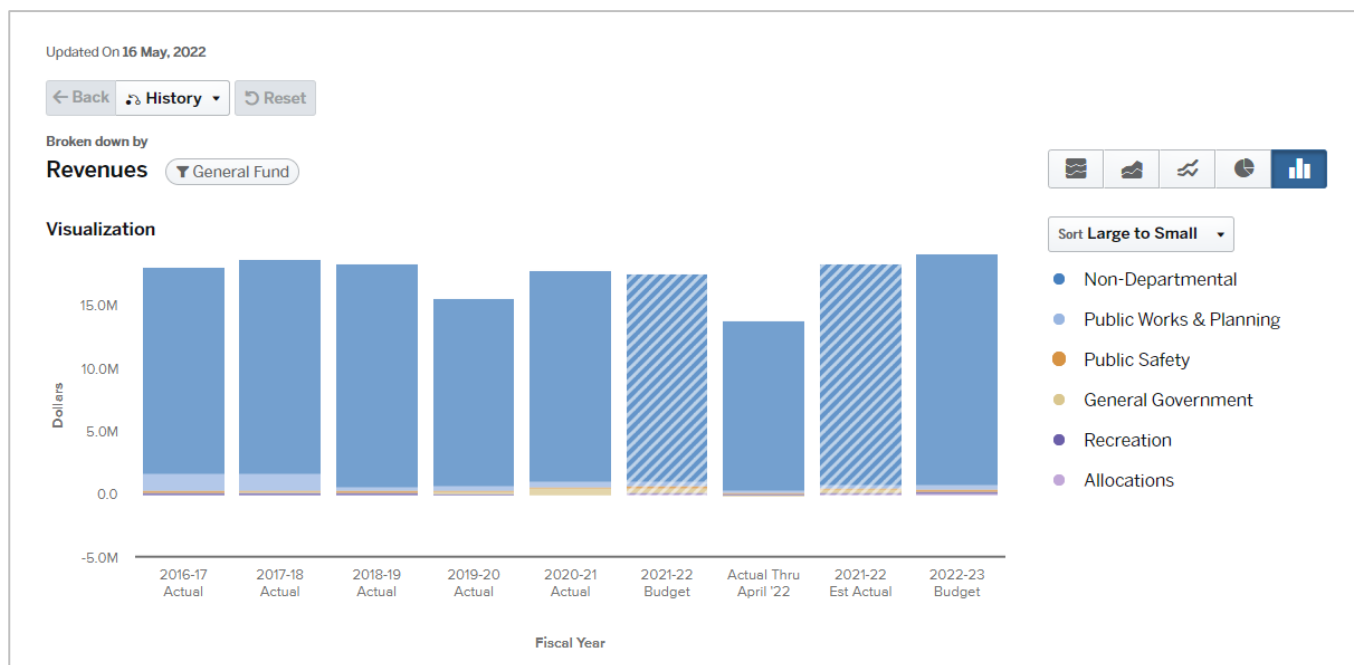


## General Fund Revenues

Total tax revenues of \$18.07 million represent 95% of the total general fund revenues budgeted for FY 2022-23.

- **Sales tax:** Per our discussions with HdL, the Town's tax consultant, the Town will receive close to \$13.00 million in sales tax revenues by June 30, 2022 and close to \$13.50 million by June 30, 2023. Due to uncertainties surrounding inflation, supply shortages, the war in Ukraine, and the COVID-19 Omicron surge, the sales tax projection for FY 2021-22 and FY 2022-23 is less than the HdL's projection at \$12.70 million and \$13.08 million, respectively.
- **Cardroom tax** is the Town's second-largest general fund revenues source. Cardroom taxes have also been restored to pre-pandemic levels in FY 2021-22. While FY 2021-22 is projected to be a little over \$4.00 million, the FY 2022-23 budget of \$4.21 million is the pre-pandemic budget for cardroom taxes.
- **Property and other taxes** is a relatively stable revenues source. Growth is limited to 2% per year, per Prop 13, but during an economic crisis, property values may reduce per Prop 8 housing valuation relief. In general, property tax impacts are delayed by 2 years, whereas sales tax and cardroom tax revenues can be impacted immediately. The budget projects the Town will receive \$788,000 in property and other taxes.

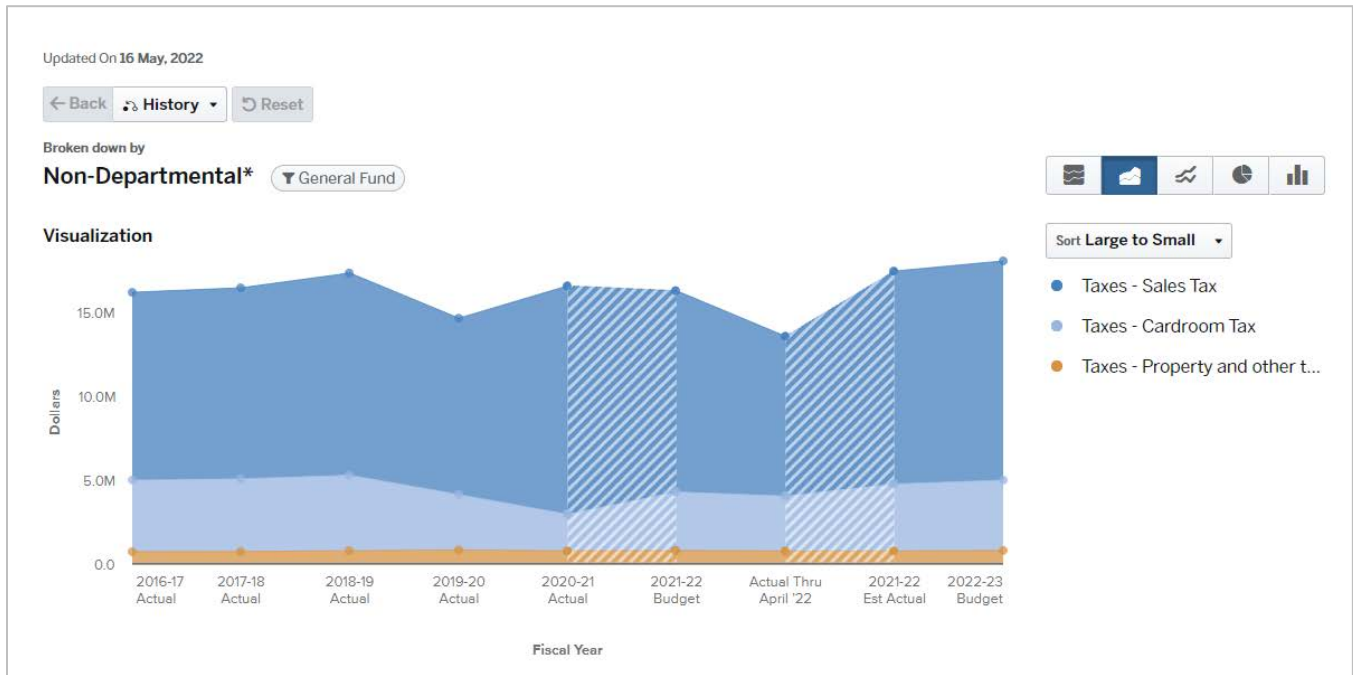
## General Fund Revenues by Categories Trend





Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Non-Departmental	\$ 16,459,223	\$ 17,095,675	\$ 17,810,016	\$ 14,925,421	\$ 16,793,132	\$ 16,486,158	\$ 13,432,851	\$ 17,560,337	\$ 18,269,327
► Public Works & Planning	1,350,946	1,314,341	223,535	343,038	412,389	370,766	200,222	310,475	399,508
► Public Safety	120,053	132,599	179,582	162,262	146,075	151,020	94,999	109,098	151,020
► General Government	55,418	60,860	22,107	110,406	477,617	335,000	-113,459	223,315	55,000
► Recreation	139,968	142,077	159,374	96,981	16,142	83,595	67,177	78,581	110,000
► Allocations	0	0	0	0	0	104,725	0	89,000	97,200
<b>Total</b>	<b>\$ 18,125,608</b>	<b>\$ 18,745,552</b>	<b>\$ 18,394,614</b>	<b>\$ 15,638,109</b>	<b>\$ 17,845,355</b>	<b>\$ 17,531,264</b>	<b>\$ 13,681,790</b>	<b>\$ 18,370,806</b>	<b>\$ 19,082,055</b>

## General Fund Tax Revenues Trend

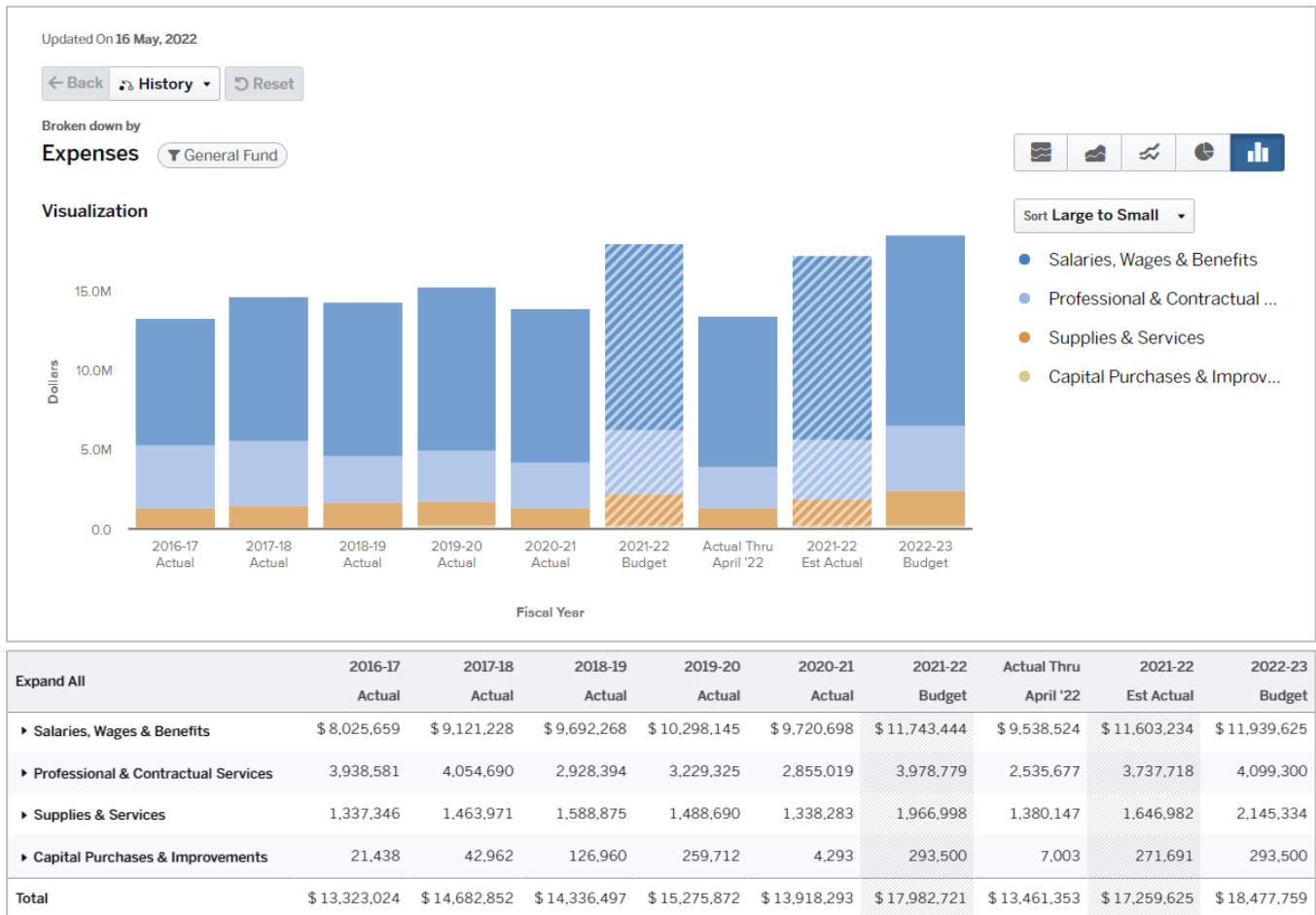


Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Taxes - Sales Tax	\$ 11,202,348	\$ 11,397,118	\$ 12,066,527	\$ 10,520,000	\$ 13,620,617	\$ 12,000,000	\$ 9,529,590	\$ 12,700,000	\$ 13,081,000
► Taxes - Cardroom Tax	4,278,510	4,339,128	4,508,727	3,311,926	2,194,681	3,500,000	3,286,278	4,000,000	4,200,000
► Taxes - Property and other taxes	715,454	728,905	771,940	821,613	763,809	787,308	757,183	759,000	788,190
<b>Total</b>	<b>\$ 16,196,313</b>	<b>\$ 16,465,151</b>	<b>\$ 17,347,195</b>	<b>\$ 14,653,538</b>	<b>\$ 16,579,107</b>	<b>\$ 16,287,308</b>	<b>\$ 13,573,052</b>	<b>\$ 17,459,000</b>	<b>\$ 18,069,190</b>

## General Fund Expenditures

The FY 2022-23 General Fund budget is \$18.48 million, an increase of \$1.22 million from FY 2021-22 Estimated Actual and \$0.53 million more than the FY 2021-22 Budget. The \$1.22 million increase from FY 2021-22 Estimated Actuals to FY 2022-23 Budget is attributed to salary savings from unfilled vacancies in Police and Recreation departments, deferred programs and projects as a result of COVID-19 operational interruptions, and unused contingencies in maintenance, facilities, and contract services.

When comparing the FY 2022-23 Budget to FY 2021-22 Budget, the increase in General Fund operation increased by 3%.



Many of the budgeted programs are designed to align with the Town's 2020-2022 Strategic Plan, as shown below. The amounts are listed in total and the table was presented as part of the April 11, 2022 Regular City Council budget study session.

Strategic Plan Focus Area	FY 2022-23 Budget Programs
<b>Resiliency</b>  <i>Ensure long term Financial health, Workforce development, Emergency preparedness and Climate adaptation</i>	<ul style="list-style-type: none"> <li>• Grant, advocacy and earmark consulting services (\$72,000);</li> <li>• Self-sustaining sewer enterprise fund – Town's sewer fee portion plus water incentive program (\$48,840);</li> <li>• Student Aide/Internship Program (\$34,464);</li> <li>• Online employee portal (\$10,000);</li> <li>• Employee wellness, training, and coaching (\$40,000)</li> <li>• COVID response (\$72,000);</li> <li>• Contribution to unfunded liabilities</li> <li>• Pension (\$499,944);</li> <li>• OPEB (\$1,545,456);</li> <li>• Accrued Leave Payout (\$109,061);</li> </ul>
<b>Operations</b>  <i>Increase Civic engagement, Transparency and use of Technology</i>	<ul style="list-style-type: none"> <li>• Codification of Municipal Code (\$27,500);</li> <li>• Additional cell phones for police services (\$14,700);</li> <li>• Police cameras annual subscriptions (\$82,000) – body worn, in car, and license plate readers;</li> </ul>
<b>Economic Development</b>  <i>Create Placemaking &amp; Develop marketing strategy</i>	<ul style="list-style-type: none"> <li>• Economic development program, including the use of consultants to help fill retail vacancies and commercial development (\$55,000);</li> </ul>
<b>Community</b>  <i>Build upon our Community identity &amp; Maintain quality of life</i>	<ul style="list-style-type: none"> <li>• City Council donation increased by \$10,000 (\$100,000);</li> <li>• Town facilities improvements (\$217,000);</li> <li>• Recreation programs (\$189,200, i.e. Holiday Events, Picnic, Concerts, Community Fair, Day Camp, Senior programs, etc.)</li> </ul>
<b>Capital Program</b>	<ul style="list-style-type: none"> <li>• The Town's capital program is scheduled for the April 27, 2022 Regular City Council meeting for public review and discussion.</li> </ul>

## Inter-Fund Transfers Summary

The first transfer summary table below is the historical summary of transfers in and out of the General Funds. This includes Fund 11, 12, and 19. Fund 11 is the general fund operating fund. Fund 12 is where the Town records City Council committed reserves per the Colma Administrative Code reserve policy. Fund 19 houses all COVID-19 related activities.

The second table summarizes the FY 2022-23 inter-fund transfers for all Town funds. The numbers in the (brackets) represents transfers out and the numbers without a (bracket) are the transfers in.

Transfers in/(out) from General Fund	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est. Actual	2022-23 Budget
Transfers In	-	29,499	15,900,000	65,000	113,027	3,000,000	3,000,000	3,356,190	-
Transfers (Out)	(5,848,997)	(1,183,819)	(19,232,053)	(1,776,083)	(672,581)	(7,067,781)	(3,295,816)	(6,183,990)	(1,951,415)
Net Transfers Out of GF	(5,848,997)	(1,154,320)	(3,332,053)	(1,711,083)	(559,554)	(4,067,781)	(295,816)	(2,827,800)	(1,951,415)

FY 2022-23 Budget Transfers Summary	General Fund	Special Revenues	Debt Services	General Capital	Street Capital	Sewer Operations	Total
General Fund (11, 12, 19)	(1,951,415)		298,669	365,000	1,026,100	261,646	-
Gas Tax & RMRA (21)		(80,000)			80,000		-
Measure A (22)		(80,000)			80,000		-
Measure W (26)		(60,000)			60,000		-
Total Transfer by Fund Categories	(1,951,415)	(220,000)	298,669	365,000	1,246,100	261,646	-

## Projected Reserve Balance

The tables below shows the reserve balance by fund categories.

Reserves Summary @ June 30,	2017	2018	2019	2020	2021	2022	2023
General Funds	21,547,836	24,456,213	25,182,278	23,833,432	27,285,998	25,569,378	24,222,259
Special Revenues Funds	289,671	370,584	717,755	880,801	588,827	499,755	405,836
Debt Services Fund	45	2,541	2,620	1,296	(807)	1,451	1,451
Capital Funds	15,309,508	8,015,221	3,000,857	3,617,099	2,426,273	2,226,041	1,433,243
Internal Service Funds	753,160	651,891	634,930	754,688	740,887	829,887	864,887
115 Trust Funds	1,706,997	2,813,567	5,164,562	6,540,968	7,643,752	10,689,559	11,940,259
Enterprise Funds	-	-	102,215	143,283	237,527	507,783	748,563
Total Reserves (All Fund)	39,607,216	36,310,016	34,805,216	35,771,567	38,922,458	40,323,854	39,616,499

General Fund Reserves @ June 30,	2017	2018	2019	2020	2021	2022	2023
Committed Reserves (12)							
Accrued Leave Payou	42,000	42,000	650,000	715,000	605,670	1,050,860	1,148,060
Budget Stabilization	13,627,000	14,900,000	12,000,000	12,000,000	12,000,000	15,000,000	15,000,000
Debt Reduction	618,000	600,000	600,000	600,000	600,000	600,000	600,000
Assigned Reserves (11)							
Litigation	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Insurance	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Disaster	750,000	750,000	750,000	750,000	750,000	750,000	750,000
Unassigned (11, 19)	6,310,836	7,964,213	10,982,278	9,568,432	13,130,328	7,968,518	6,524,199
Total Reserves (All Fund)	21,547,836	24,456,213	25,182,278	23,833,432	27,285,998	25,569,378	24,222,259





The Town's operation is made up of four main functions:

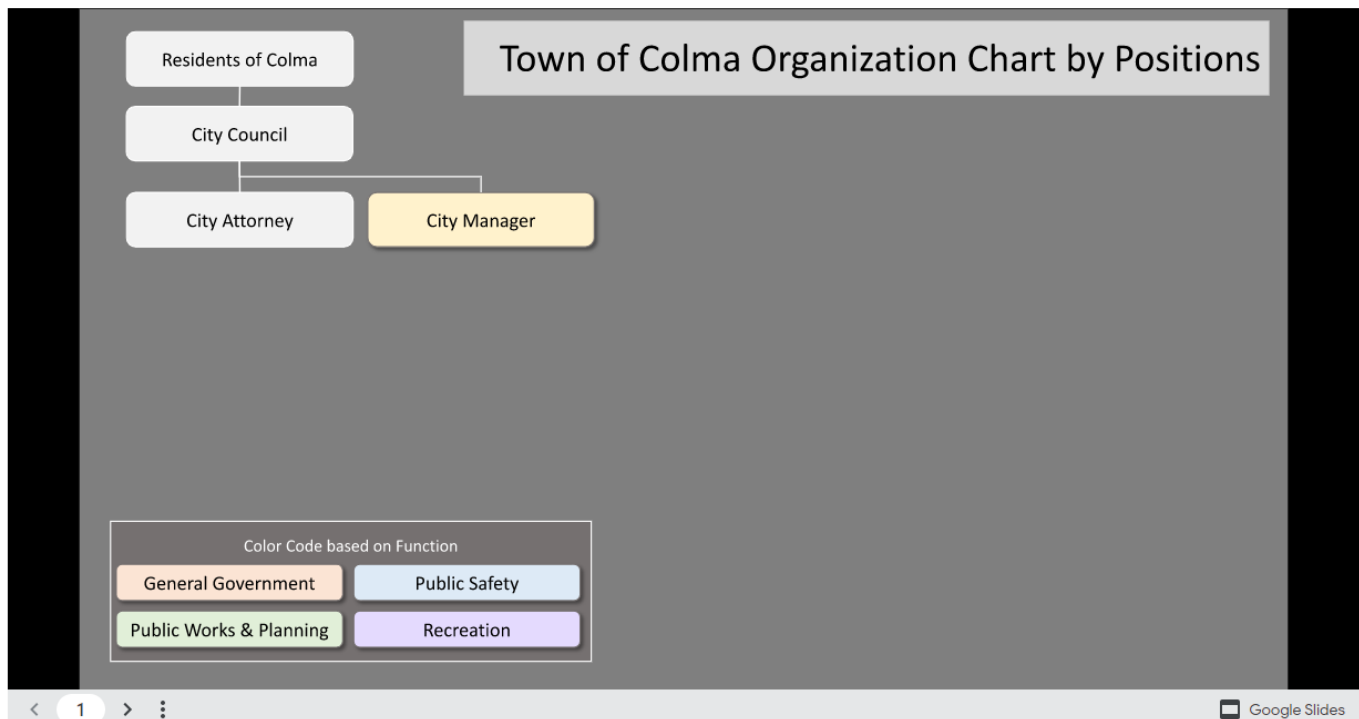
1. General Government,
2. Public Safety,
3. Public Works & Planning, and
4. Recreation.

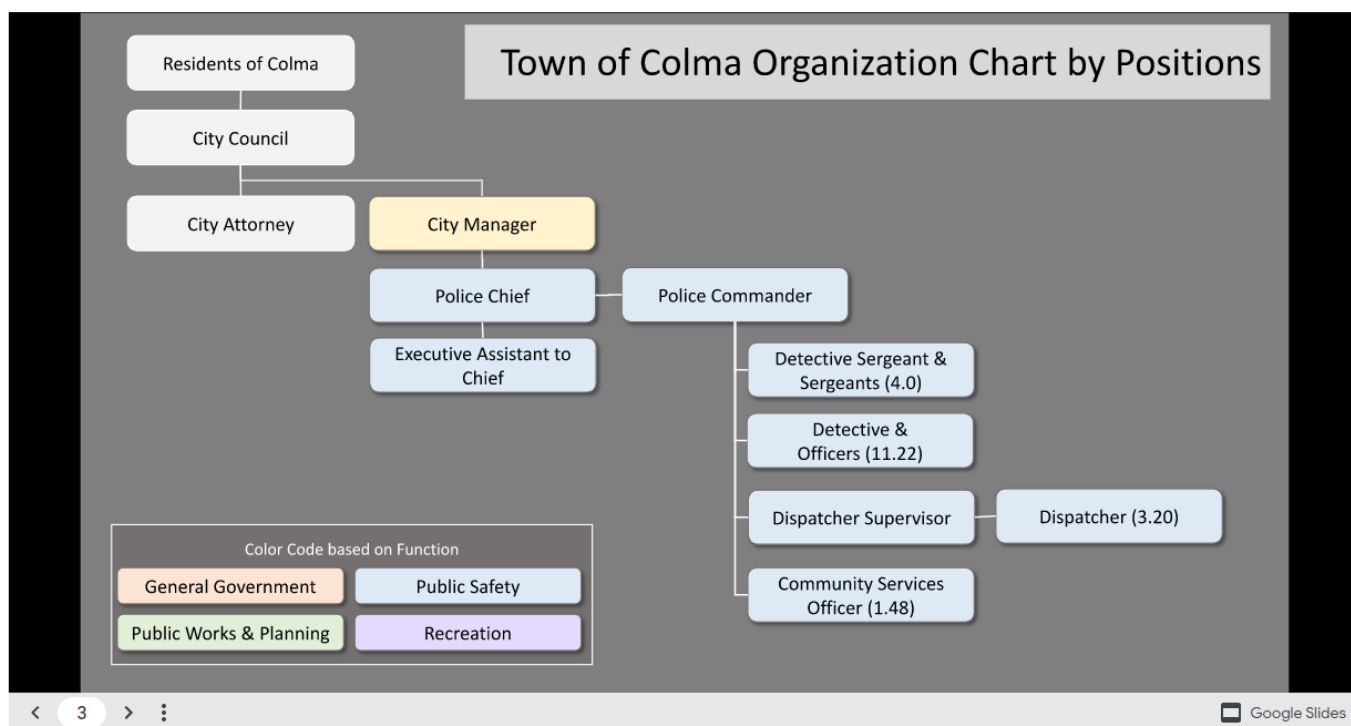
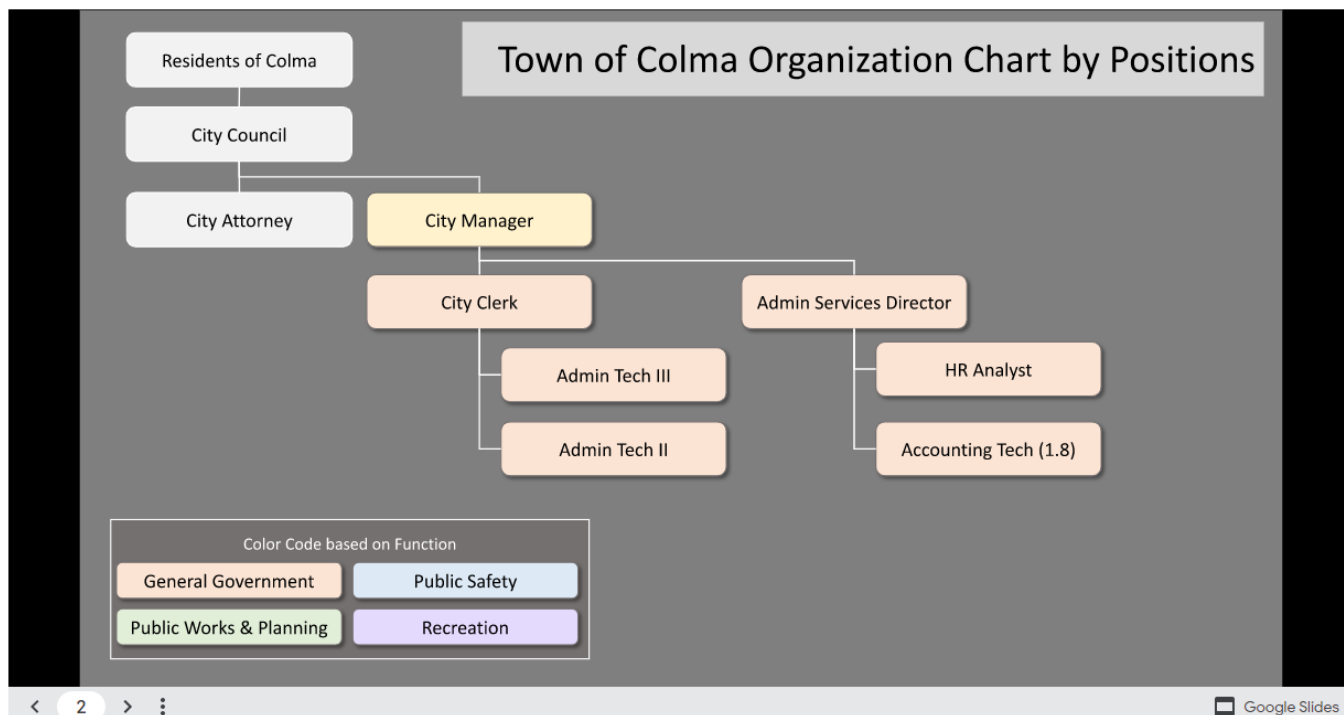
Aside from Recreation, there are multiple departments/divisions within each of the functions above.

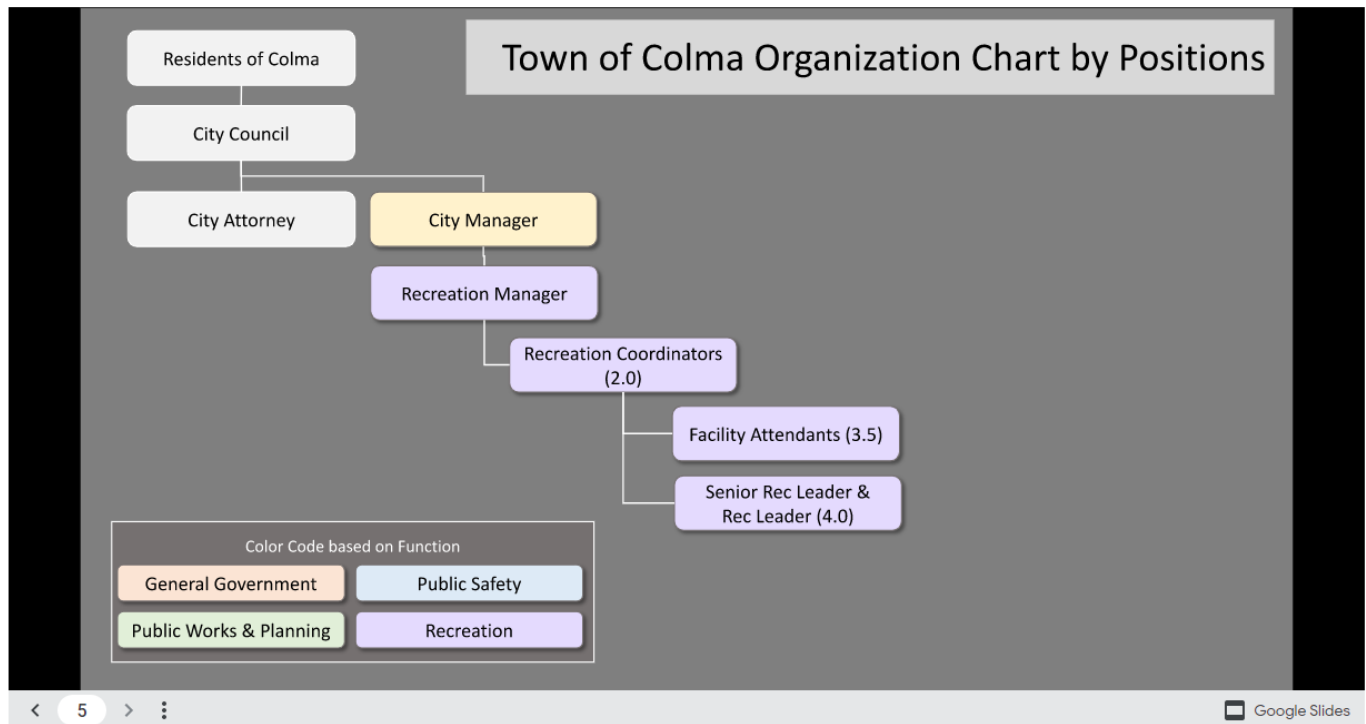
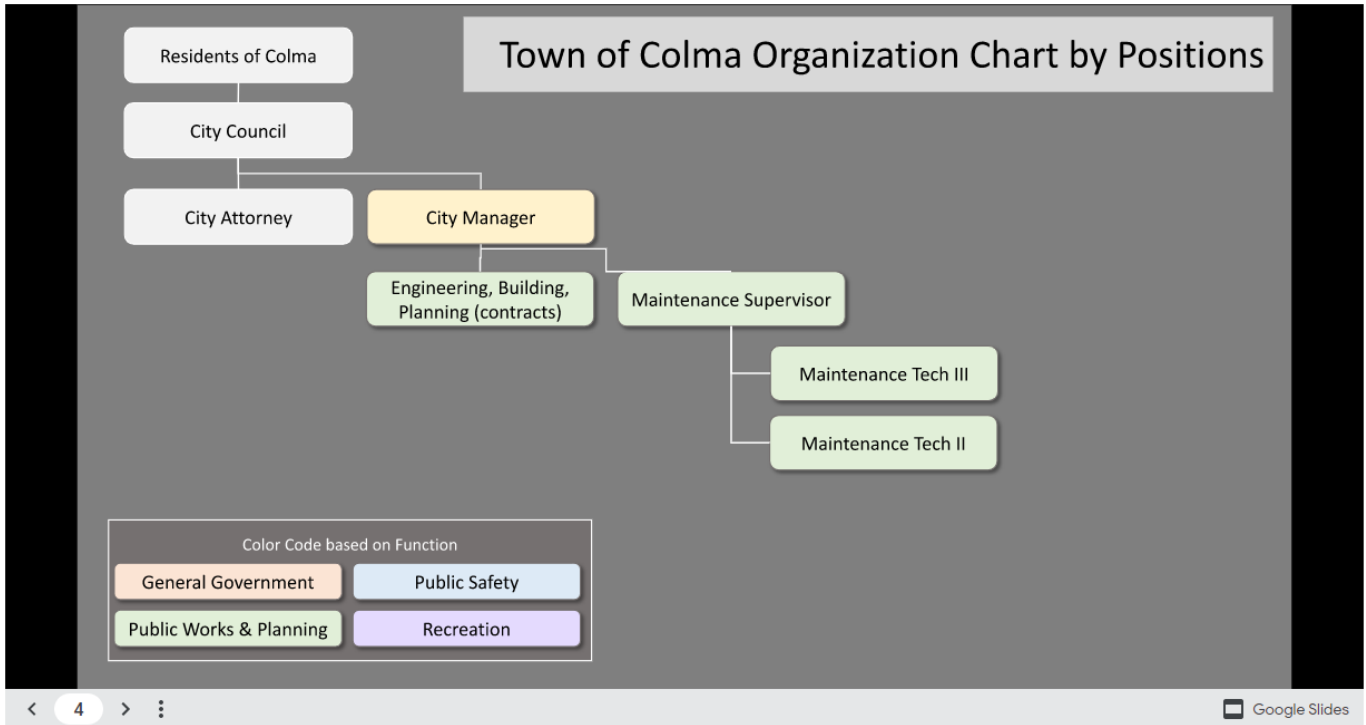
## Organizational Chart

All five slides of the online version of the organizational chart are available below as separate images. The link to the digital budget for this section is

<https://stories.opengov.com/colmaca/published/lfsG8vhC8C>







## Departmental Relationship

The Town's General Fund supports majority of the Town's operations. Below shows the relationship of each department to the various Town funds, including the percent of support from each fund.

Fund/Department Relationship : Sheet1

Department/Division	Governmental				Enterprise	
	General Fund	Gas Tax	COPS/SLESF	Debt Service	Sewer	City Properties
	11, 12, 19 Major	21 Minor	29 Minor	43 Minor	81, 82	83
<b>General Government</b>						
City Council (110)	100%					
City Attorney (130)	100%					
City Manager/Clerk (140)	100%					
Human Resources (141)	100%					
Finance (150)	100%					
General Services (151)	100%					
Debt Service (620)				100%		
Emergency Response (600)	100%					
<b>Public Safety</b>						
Police Admin (210)	100%					
Police Patrol (220)	100%					
Communication/Dispatch (230)	100%					
Community Services (240)	23%		77%			
<b>Public Works &amp; Planning</b>						
Engineering & Building (310)	100%					
Maintenance (320)	51%	1%			48%	
Planning (410)	100%					
Facility Operations (800s)	86%					14%
<b>Recreation</b>	100%					

Sheet1



General Government comprises of the following departments/divisions:

- City Council (110),
- City Attorney (130),
- City Manager & City Clerk (140),
- Human Resources (141),
- Finance (150),
- General Services (151),
- Debt Services (620), and
- Emergency Response (19-600).

All departments and divisions within the General Government function are fully supported by the General Fund (11), with the Debt Services (620) department housed under the Debt Service Fund (43) and are fully supported through annual transfers from the General Fund.

## Revenues Summary

The General Government function is mainly supported by General Fund. The Town receives insurance reimbursements for workers' compensation, general liability, and property claims. The budget for insurance reimbursement is \$50,000.

The negative \$171,192 the Actual Thru April '22 reflects grant funding the Town expects but has not received. In accordance with modified accrual basis of accounting, the Town recorded the revenue in FY 2021-22, which resulted in the negative revenue in FY 2022-23.

Updated On 13 May, 2022

← Back History Reset

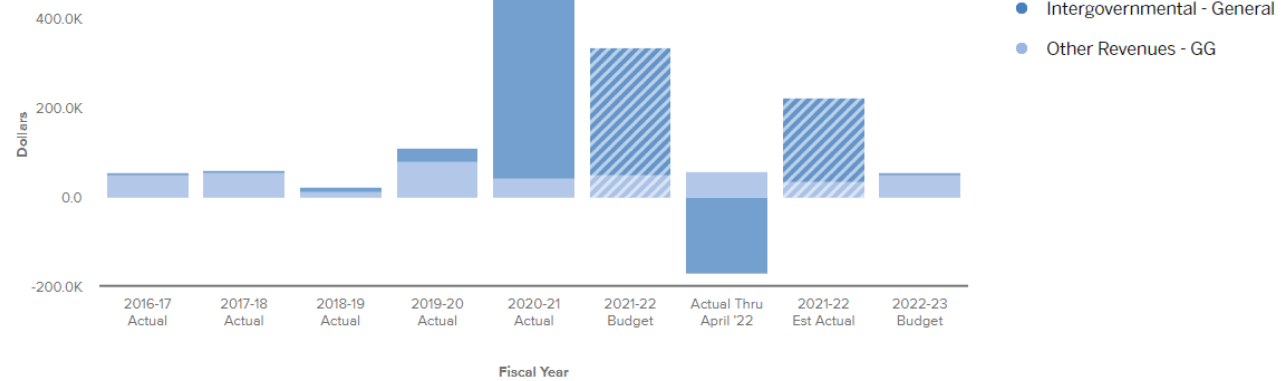
Broken down by

General Government

Funds \*\*\*

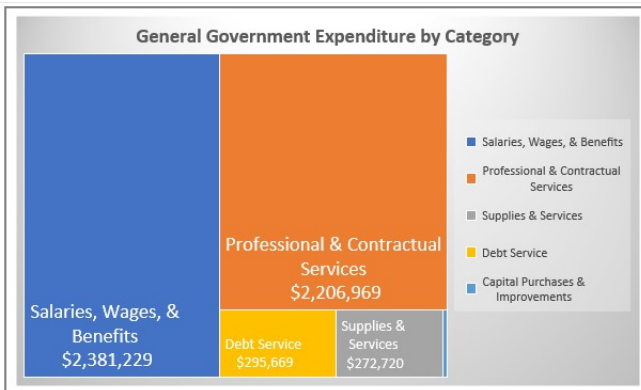
Departments \*\*\*

Visualization

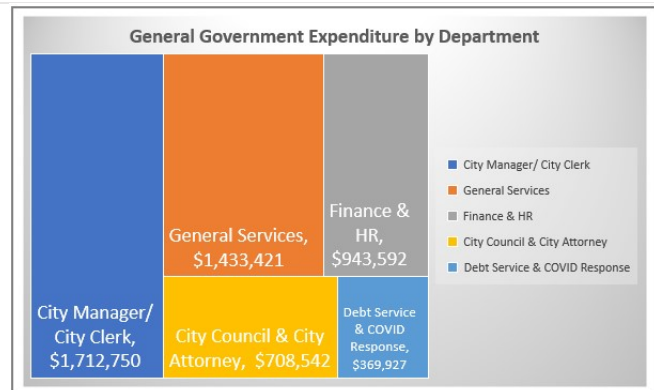


Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Intergovernmental - General	\$ 5,000	\$ 5,000	\$ 10,000	\$ 29,675	\$ 435,810	\$ 285,000	\$ -171,192	\$ 189,315	\$ 5,000
► Other Revenues - GG	50,418	55,860	12,107	80,731	41,808	50,000	57,733	34,000	50,000
<b>Total</b>	<b>\$ 55,418</b>	<b>\$ 60,860</b>	<b>\$ 22,107</b>	<b>\$ 110,406</b>	<b>\$ 477,617</b>	<b>\$ 335,000</b>	<b>\$ -113,459</b>	<b>\$ 223,315</b>	<b>\$ 55,000</b>

## Expenditures Summary

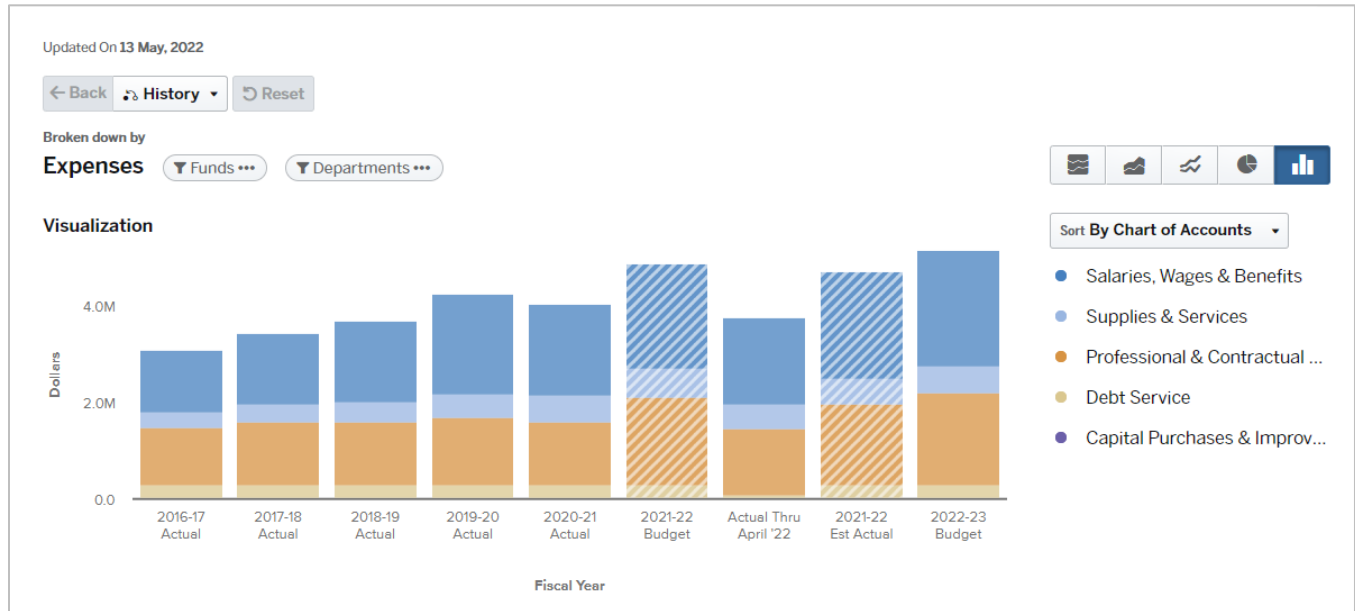


The total general government budget for FY 2022-23 is \$5,168,232. The **salaries, wages, & benefits** category represents 46% of the total general government budget. It supports 7.8 FTEs. The **professional & contractual services** category includes insurance-related costs (\$941,000) and debt payments (\$296,000). Key changes in major general government expenditures categories will be discussed further in the respective departments.



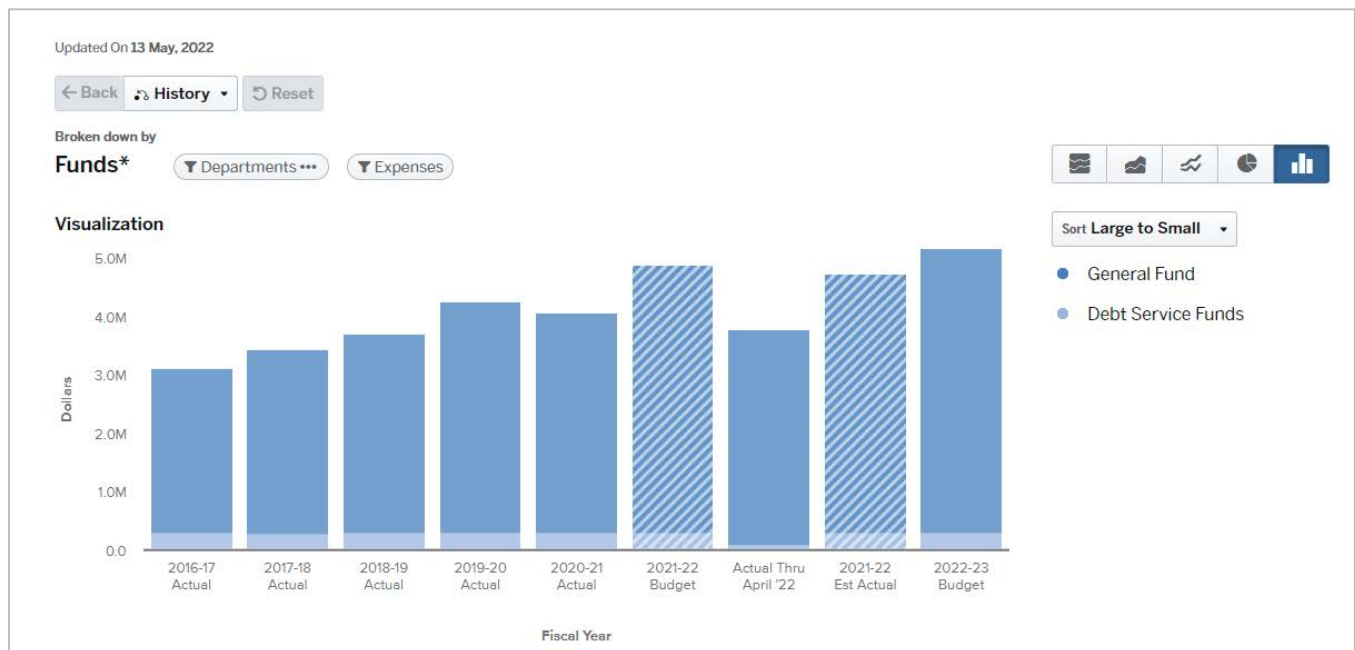
The three largest departments/divisions within the **general government** function include City Manager/City Clerk at 33%, General Services at 28%, and Finance & HR at 18% of the total budget. More information is available in the departmental budget narratives.

## Expenditures by Categories



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
Salaries, Wages & Benefits	\$ 1,298,868	\$ 1,459,157	\$ 1,674,715	\$ 2,087,023	\$ 1,910,946	\$ 2,181,676	\$ 1,810,361	\$ 2,217,291	\$ 2,381,229
Professional & Contractual Services	1,194,872	1,313,387	1,309,151	1,399,974	1,326,818	1,821,019	1,379,624	1,682,155	1,911,300
Supplies & Services	331,129	385,500	420,849	481,610	547,706	599,150	513,727	539,507	568,389
Debt Service	295,669	293,469	296,269	293,969	294,369	294,569	84,784	294,569	295,669
Capital Purchases & Improvements	0	0	16,156	11,645	0	11,645	0	11,645	11,645
Total	\$ 3,120,537	\$ 3,451,513	\$ 3,717,140	\$ 4,274,220	\$ 4,079,839	\$ 4,908,059	\$ 3,788,496	\$ 4,745,168	\$ 5,168,232

## Expenditures by Fund





Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► General Fund	\$ 2,821,468	\$ 3,156,444	\$ 3,415,471	\$ 3,977,001	\$ 3,782,120	\$ 4,610,490	\$ 3,700,361	\$ 4,447,599	\$ 4,869,563
► Debt Service Funds	299,069	295,069	301,669	297,219	297,719	297,569	88,134	297,569	298,669
<b>Total</b>	<b>\$ 3,120,537</b>	<b>\$ 3,451,513</b>	<b>\$ 3,717,140</b>	<b>\$ 4,274,220</b>	<b>\$ 4,079,839</b>	<b>\$ 4,908,059</b>	<b>\$ 3,788,496</b>	<b>\$ 4,745,168</b>	<b>\$ 5,168,232</b>

## Accomplishments

### Strategic Plan:

- Improved communications with community through consistent messaging on Social Media Channels.

### Operational:

- Updated 2020-22 Strategic Plan.
- Received a clean audit for FY 2020-21.
- Successfully recruited and hired HR Analyst.
- Received budget award for FY 2021-22 Budget from CSMFO and GFOA.
- Welcomed several new businesses including Cadillac, Kia Serramonte, Apex Barber, and Centrix Builders.
- Restarted C.A.P.E. program.
- Updated and published Colma COVID Prevention Plan.
- Updated and published Return to Work Policy.

### Performance Measurement:

The 2022-23 Goals in the images below reflects the annual average. All four slides of the General Government performance measures presentation are available below as separate images. The link to the digital budget for this section is

<https://stories.opengov.com/colmaca/published/KPDIFOGv8b>



## City Attorney



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Ordinances drafted or revised	10	6	5	6
Resolutions drafted or revised	56	46	45	50
Staff reports written	13	12	10	14
Staff reports reviewed for legal	10	9	10	11

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Google Slides

## City Manager/City Clerk



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Community Recognition:				
• Proclamations prepared	21	22	25	22
• Certificates prepared	145	100	120	130
• Flower arrangement sent	14	8	11	14
Distribute Colma LiveWire newsletters monthly to households	5,400	5,400	5,400	5,400
Respond to all public records requests within the statutory deadline	25	22	28	25
Distribute ColmaWorks newsletter to businesses	2	0	2	4
Convene the Town's website committee to ensure quality and timeliness of information	2	2	3	4

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## Human Resources

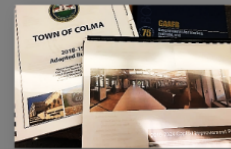


Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Number of Recruitments Conducted	17	18	13	12
Review all job descriptions annually	100%	100%	100%	100%
Process personnel actions within 72 hours of receipt of notification	100%	90%	90%	100%
Provide cost-effective employee training sessions 4x per year	9	7	6	8

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## Finance



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Accounts Payable checks issued	1,987	1,660	1,746	1,800
Federal 1099s issued for vendor payments	59	40	39	45
Payroll checks / direct deposits processed and issued	1,987	1,728	1,777	1,800
Annual payroll W-2s issued	79	77	78	80

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## COVID Response

- Exhausted ARPA funding and completed the annual reporting requirement.
- Published the Colma COVID Prevention Plan on the Town's website, along with the latest Return to Work policies as directed by CDD, CDPH, and Cal/OSHA.
- Coordinated with C.A.P.E.
- Moved Public Meetings to online platform Zoom.
- Provided PPE and established COVID-19 protocols for working within the office.
- Updated online tools and resources for business continuity.
- Updated a webpage on the Town's website for COVID-19 related updates and resources.

## Future Objectives

### Strategic Plan:

- Research on new grant and earmark opportunities.
- Prepare for hybrid City Council meetings.
- Focus economic development activities on future land use, capital improvement programs, retail recruitment & retention, and events & communities.
- Begin the Town's financial system replacement project and the urban tree management program.
- Add credit card system at Town Hall and Police Station.

### Operational:

- Implement City Council priorities as directed.
- Prepare 2023-2025 Strategic Plan.
- Implement a document codification system making Town codes and ordinances easier to search and update.
- Complete annual audit for the fiscal year ending June 30, 2022.
- Digitize HR records.



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## Department Description

The City Council Department is part of the General Government Function, and its main funding source is the General Fund (11).

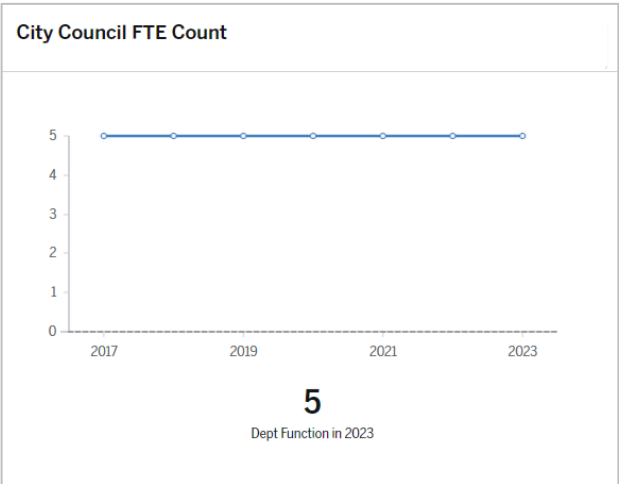
The City Council is the elected policy-making body for the Town of Colma. The City Council has four key roles – Legislative, Governing Body, Quasi-Judicial, and Representative.

- **Legislative** - In its legislative role, the City Council makes laws, which may be in the form of an ordinance or a resolution. Some examples of legislative acts are an Ordinance Regulating the Uses of Land in the Town and an Ordinance Prohibiting Nuisances in the Town.
- **Governing Body** - In its governing body role, the Council sets policies for the Town's key staff, much like a Board of Directors of a publicly-held corporation. The Council also sets goals and expectations of the City Manager and City Attorney and determines overall staffing levels for the Town. In the Council-Manager form of government, Council Members are not involved in managing the day-to-day operations of the City, leaving that role to the City Manager.
- **Quasi-Judicial** - The Council frequently sits as an adjudicatory body. At times, the Council is obligated to hear evidence and make an impartial decision. At others, the Council has some discretion on how to rule. An application for a use permit and a request to revoke a use permit are examples of the types of matters that come before the Council in its quasi-judicial role.
- **Representative** - Council Members frequently act as the Town's representative before other public agencies. In these cases, the member's authority goes only so far as the instructions given to him or her by the entire council. Members of the City Council represent the Town on various local, regional and statewide committees, boards and commissions, such as the San Mateo County Council of Cities.

# Staffing



The City Council is comprised of five members elected at large who serve four-year overlapping terms. Each year, the Council selects a member to act as Mayor.



## Revenues Summary

City Council operation is entirely funded by General Fund revenues.

## Expenditures Summary

### FY 2022-23 City Council Budget

Category	Amount
Salaries, Wages, & Benefits	\$260,042
Supplies & Services	\$132,000

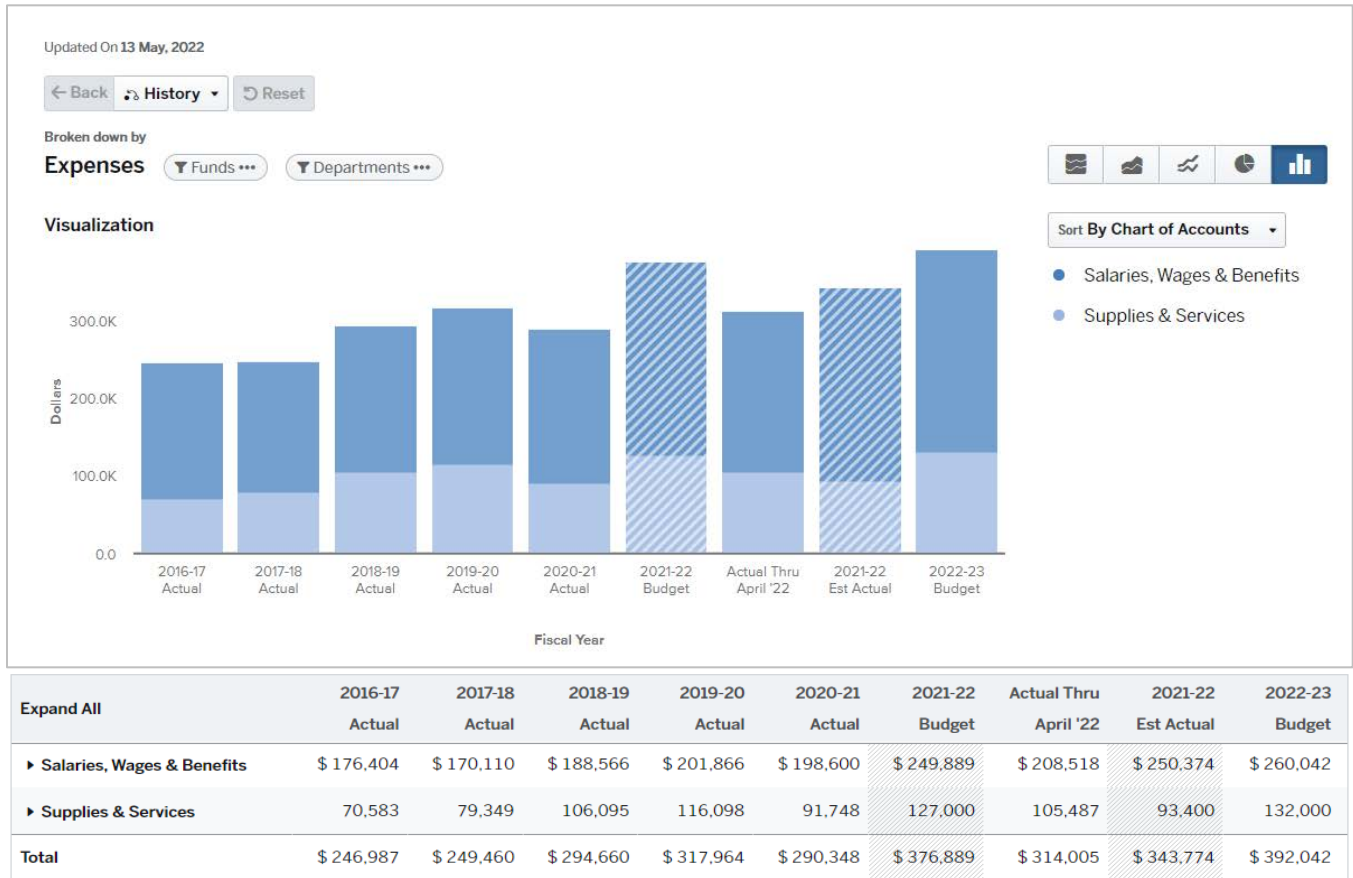
The total City Council budget for FY 2022-23 is \$392,042. The City Council budget has two expenditures categories, **salaries, wages, & benefits** and **supplies & services**. The **salaries, wages & benefits** category represents 66% of the total City Council budget.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual

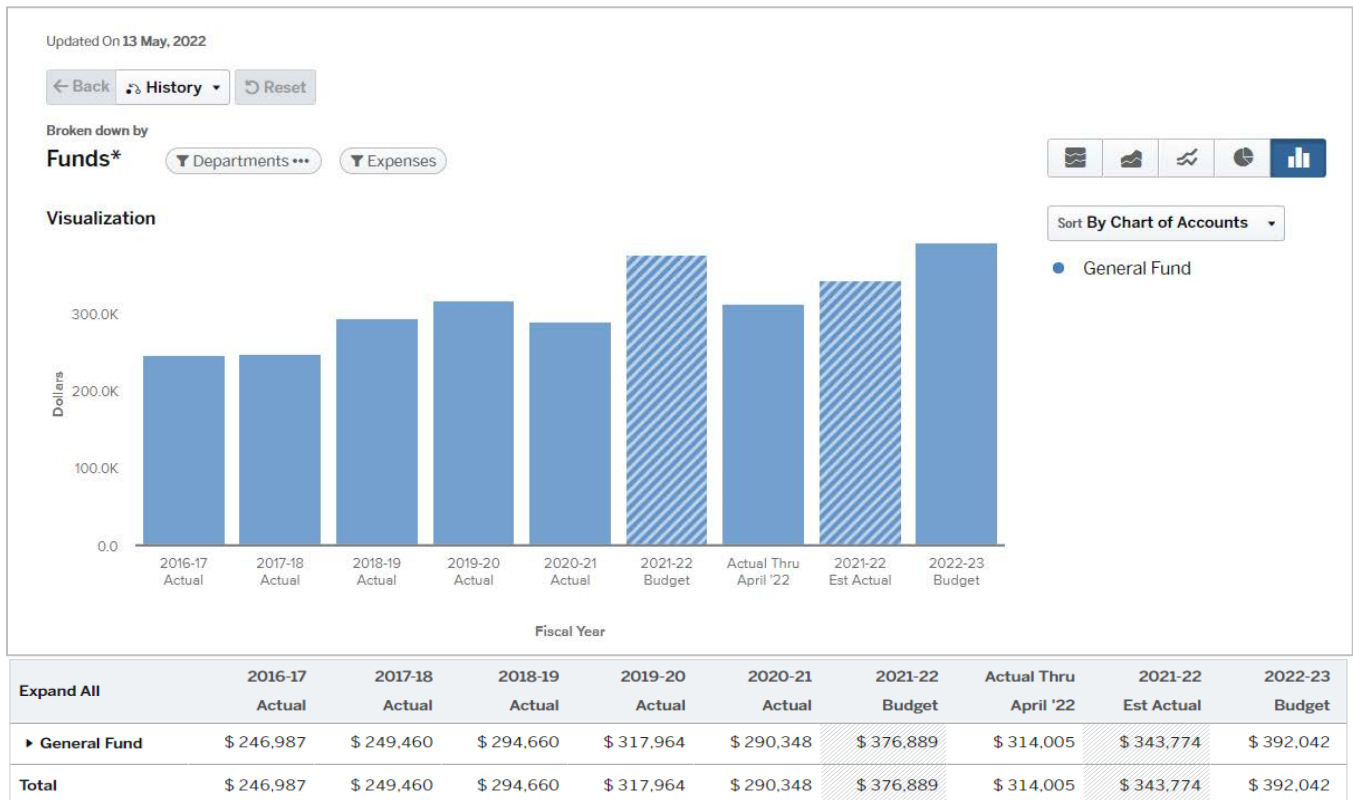
Category	Change
Supplies & Services	\$38,600
Salaries, Wages, & Benefits	\$9,668

The FY 2022-23 budget is \$48,268 or 14% more than FY 2021-22 Estimated Actual. As shown above, the largest change in the City Council budget when compared to the FY 2021-22 Estimated Actual is in **supplies & services**, with an increase of \$38,600. The main reason for the increase is the restoration to pre-pandemic budgetary numbers. Additionally, the community donation budget increased from \$90,000 to \$100,000.

## Expenditures by Categories



## Expenditures by Funds







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## Department Description

The City Attorney's Department is part of the General Government Function, and its main funding source is the General Fund (11).

The City Attorney:

- Provides legal advice to the City Council, City Manager and staff in identifying legal options and strategies for implementing and achieving the goals, policies and objectives of the City Council.
- Attends meetings of the City Council and other advisory committees, as needed.
- Meets regularly with City Manager and staff to discuss proposed programs, policies and activities.
- Prepares or reviews all resolutions, ordinances for consideration by the City Council and all contracts for the Town.
- Monitors and disposes of pending claims involving potential tort liability.
- Represents the Town in significant litigation matters involving the Town or manages the representation provided by outside counsel.
- Interprets the law for Council Members and staff and renders formal legal opinions.
- Provides training to Council Members and staff on ethics, Brown Act and new laws.
- Provides general legal advice and opinions to the City Council and staff regarding all relevant municipal law matters.

The City Attorney's mission is to provide legal advice and support to the City Council and staff to aid them in carrying out their responsibilities.

## Staffing

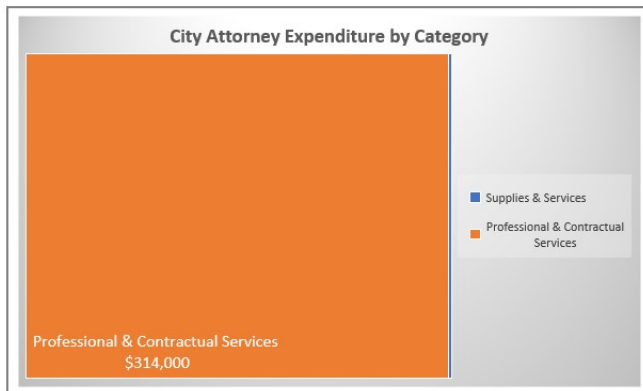
The Town contracts for City Attorney services through a retainer.

## Revenues Summary

City Attorney operation is entirely funded by General Fund revenues.

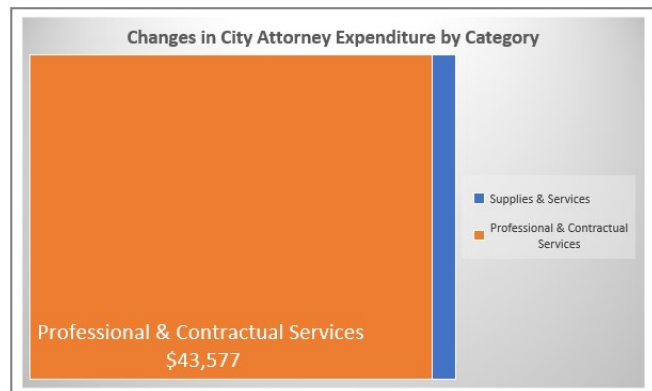
## Expenditures Summary

### FY 2022-23 City Attorney Budget



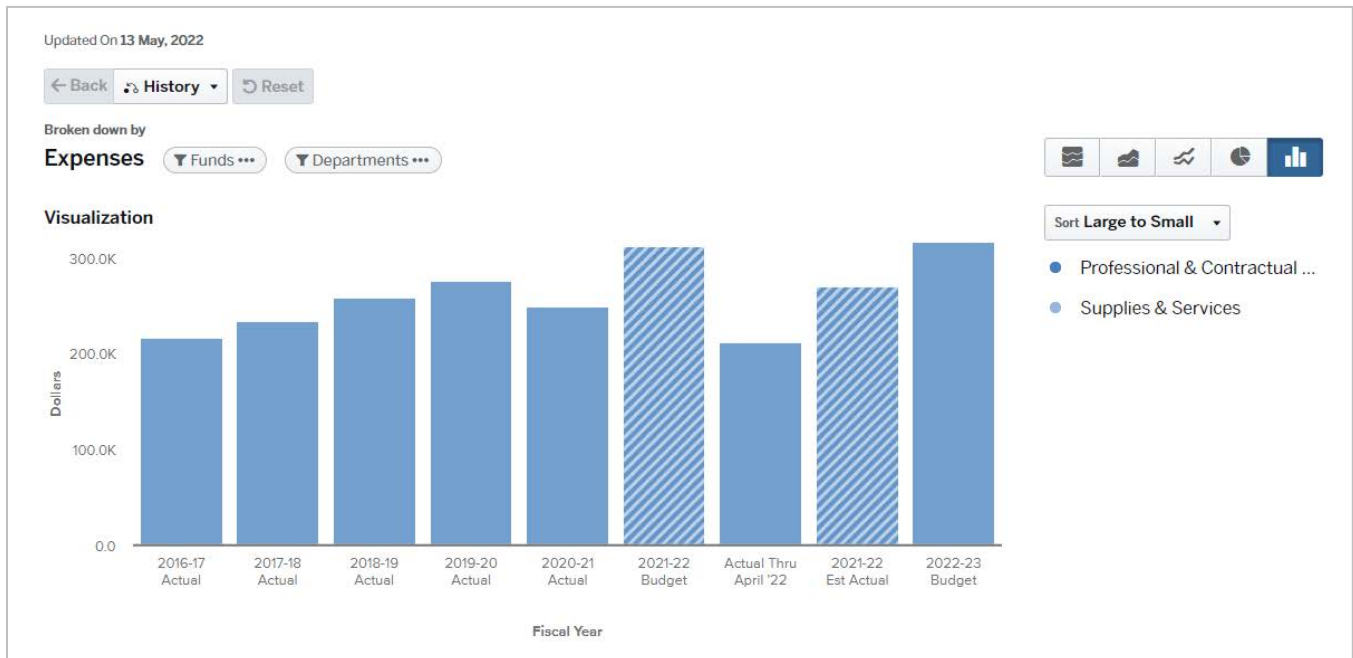
The total City Attorney's budget for FY 2022-23 is \$316,500. The City Attorney's budget consists of one main category - the **professional & contractual services**. The budget includes general counsel through retention, contingency for specialized legal services, and codification of the Colma municipal and administrative code.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



The FY 2022-23 budget is \$46,077 or 17% more than FY 2021-22 Estimated Actual. The increase to the City Attorney's FY 2022-23 Budget when compared to FY 2021-22 estimated actual is primarily due to contingency restoration for general and specialized legal counsel, as well as the codification of the Colma municipal and administrative code. The codification project has been deferred to FY 2022-23.

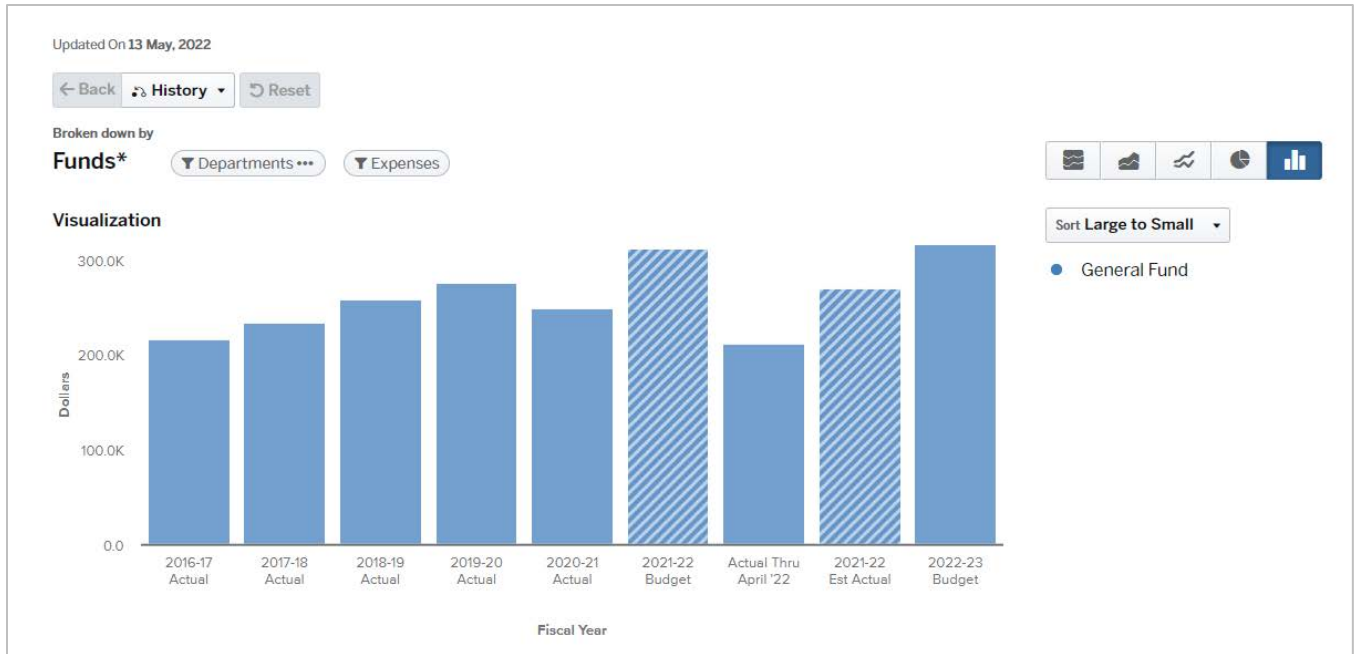
## Expenditures by Categories





Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Professional & Contractual Services	\$ 216,816	\$ 234,402	\$ 259,480	\$ 276,558	\$ 249,520	\$ 310,000	\$ 212,345	\$ 270,423	\$ 314,000
► Supplies & Services	0	0	0	0	0	2,500	0	0	2,500
<b>Total</b>	\$ 216,816	\$ 234,402	\$ 259,480	\$ 276,558	\$ 249,520	\$ 312,500	\$ 212,345	\$ 270,423	\$ 316,500

## Expenditures by Funds



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► General Fund	\$ 216,816	\$ 234,402	\$ 259,480	\$ 276,558	\$ 249,520	\$ 312,500	\$ 212,345	\$ 270,423	\$ 316,500
<b>Total</b>	\$ 216,816	\$ 234,402	\$ 259,480	\$ 276,558	\$ 249,520	\$ 312,500	\$ 212,345	\$ 270,423	\$ 316,500



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## Department Description

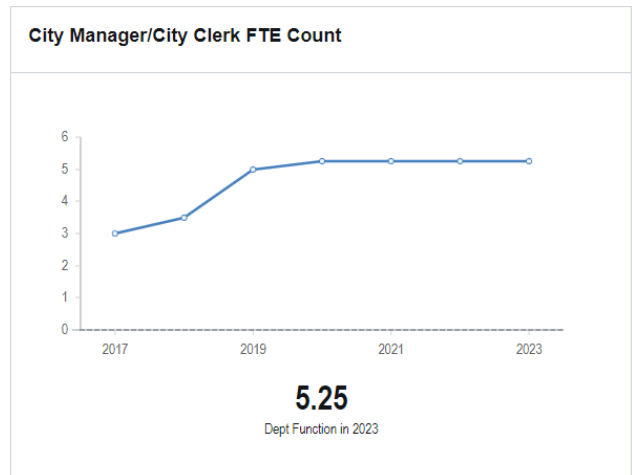
The City Manager/City Clerk Department is part of the General Government Function, and its main funding source is the General Fund (11).

The Administration Division provides support to residents, members of the City Council and staff. Division functions include front office reception and general administrative support; City Council agenda and packet preparation; Council meeting minutes; records management; and elections.

## Staffing

Positions include the City Manager, the Administrative Services Director, the City Clerk and two Administrative Technicians. The City Manager also serves as the City Treasurer.

The Administrative Services Director is the Town's ADA Coordinator responsible for administering ADA requests for reasonable accommodation. Other responsibilities include Risk Manager, chairing the Safety Committee and ensuring the implementation of risk management activities, and General Services function.

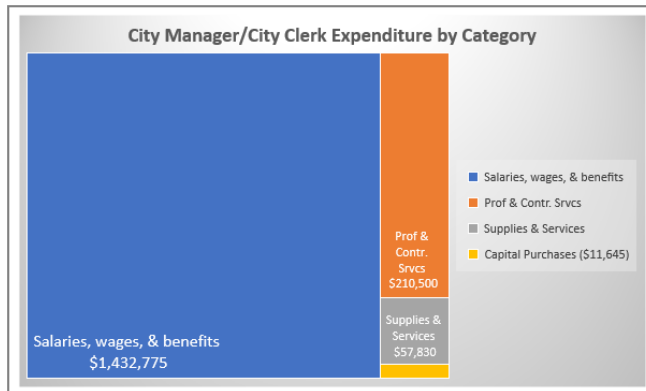


## Revenues Summary

City Manager/City Clerk operation is entirely funded by General Fund revenues.

## Expenditures Summary

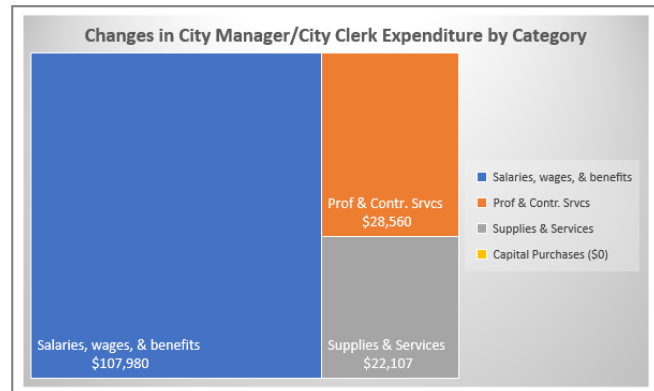
### FY 2022-23 City Manager/ City Clerk Budget



The total City Manager/City Clerk's budget for FY 2022-23 is \$1,712,750. The **salaries, wages, & benefits** category represents 84% of the total City Manager/City Clerk department budget. It supports 5.25 FTEs in the department. This category includes \$325,000 contributions to reduce the Town's pension and OPEB unfunded liabilities.

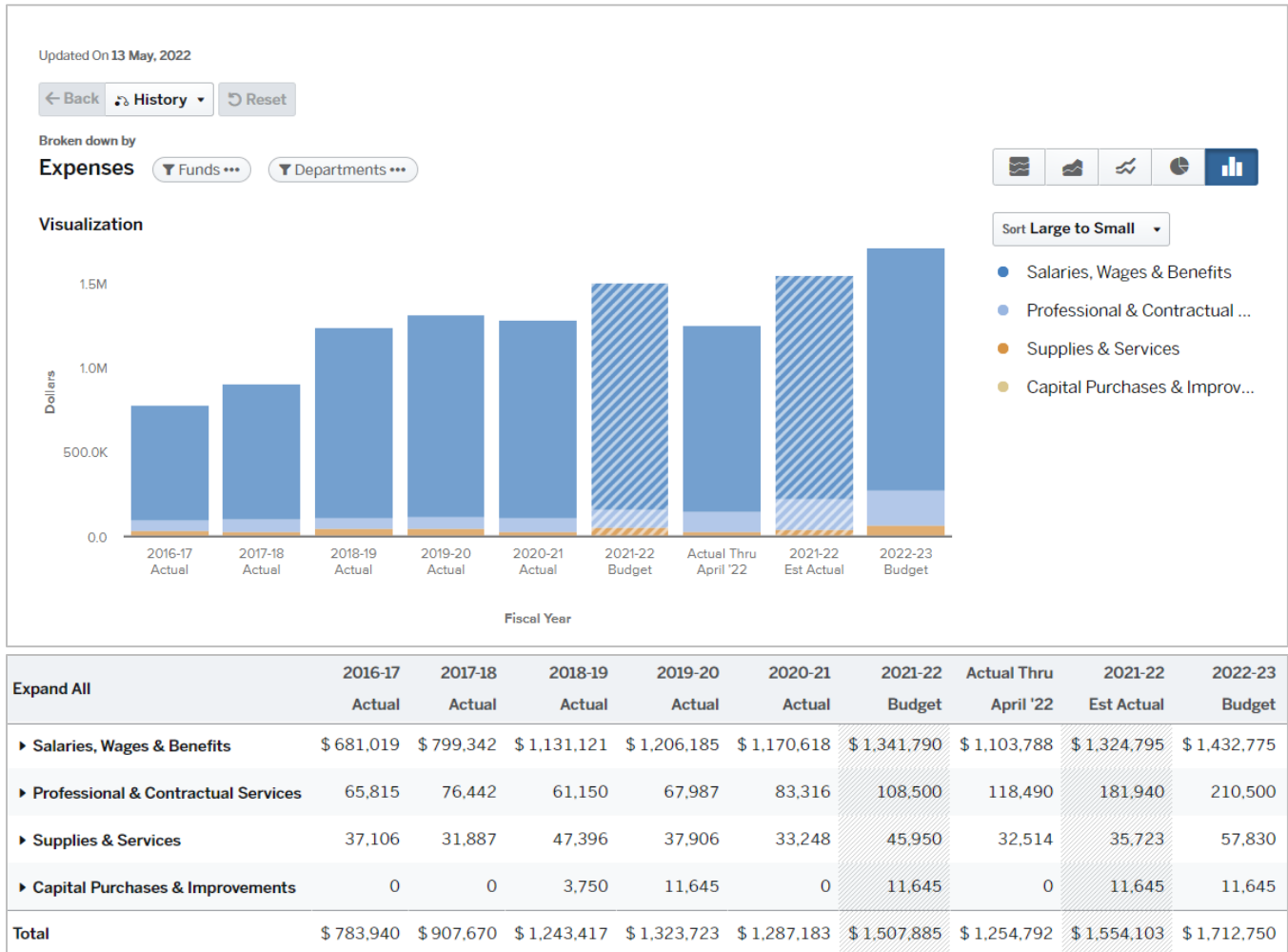
The City Manager/City Clerk's budget includes \$55,000 within the **professional & contractual services** category towards economic development and \$72,000 for seeking new funding sources. Both programs are part of the Colma's 2020-2022 Strategic Plan.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual

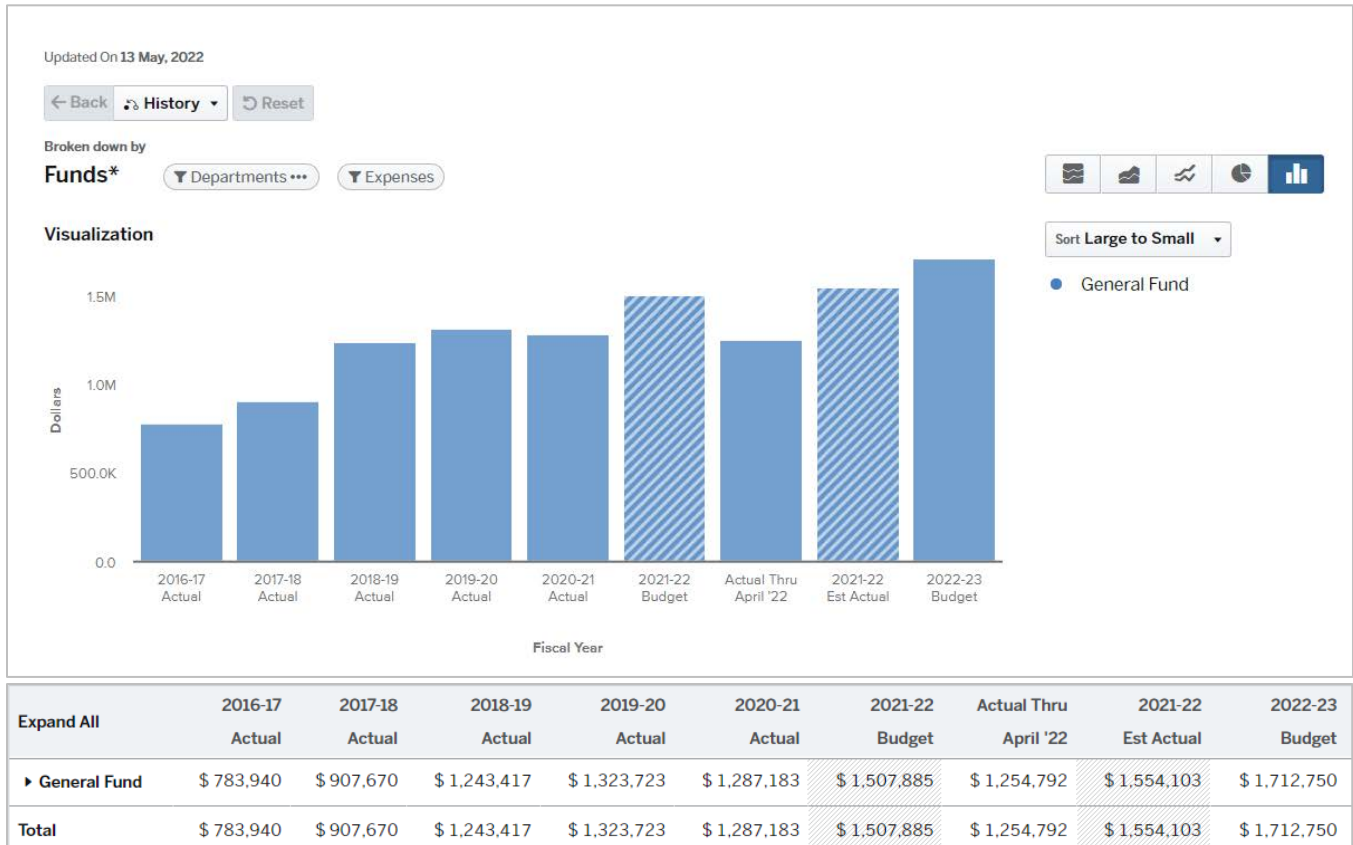


The FY 2022-23 budget is \$158,647 or 10% more than FY 2021-22 Estimated Actual. The increase in **salaries, wages, & benefits** of \$107,980 is a result of 3 key elements – COLA, benefit increases, and unfunded liability contributions. Increase in **professional & contractual services** reflects the changes to the economic development and new funding sources programs, and the increase in **supplies & services** are related to restoring pre-pandemic programs.

## Expenditures by Categories



## Expenditures by Funds





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## Department Description

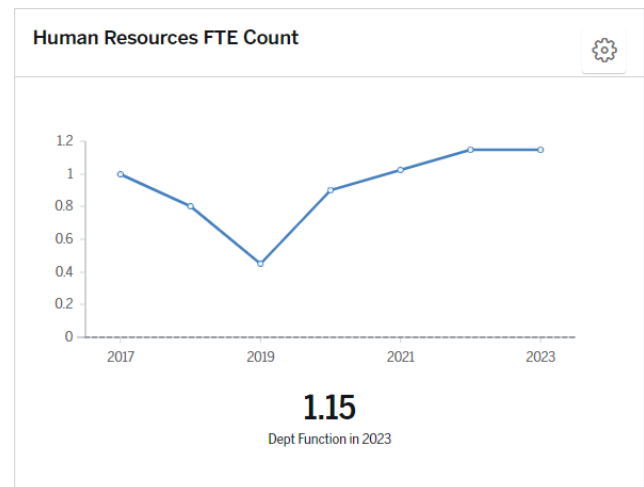
The Human Resources Department is part of the General Government Function, and its main funding source is the General Fund (11).

The Human Resources Division is responsible for personnel functions including policy development and compliance, recruitment and retention, compensation, and benefits administration. The Division's budget contains program expenses for the annual employee recognition event, citywide training, safety committee activities and professional consulting services including labor negotiations.

## Staffing

The Division contains the Management (HR) Analyst and is also supported by the Administrative Services Director position.

Between 2017 and 2020, the Town had a HR manager. The FTE started from 47% to 80%. The FY 2021-22 FTE includes one full time Management (HR) Analyst and 0.15 FTE for a part-time student aide.

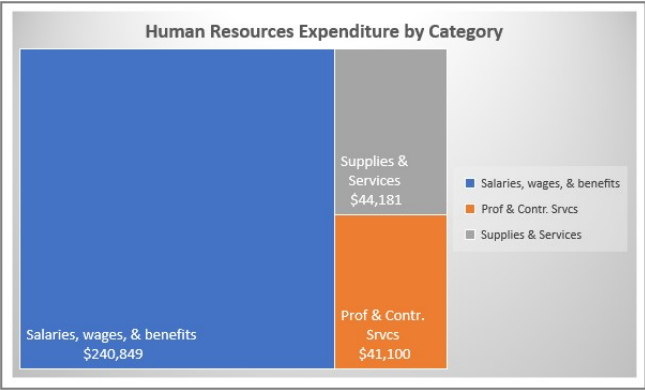


## Revenues Summary

The Human Resources operation is entirely funded by General Fund revenues.

# Expenditures Summary

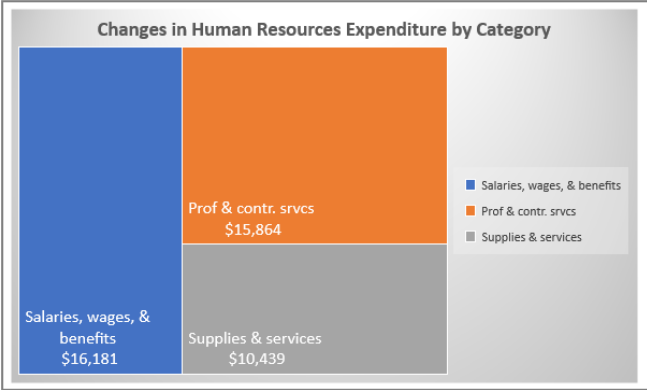
## FY 2022-23 Human Resources Budget



The total Human Resources budget for FY 2022-23 is \$326,130. The **salaries, wages, & benefits** category represents 74%, which supports 1.15 FTE. This category includes \$26,700 contributions to reduce the Town’s pension and OPEB unfunded liabilities.

The Human Resources budget includes \$40,000 for employee wellness, employee training, and coaching programs in **supplies & services** and **professional & contractual services**. Each departments' budget includes specialized training. The HR training budget is for trainings that are available for all Town employees, including trainings offered by the SMC Consortium and Supervisory training offered by LCW.

## Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual

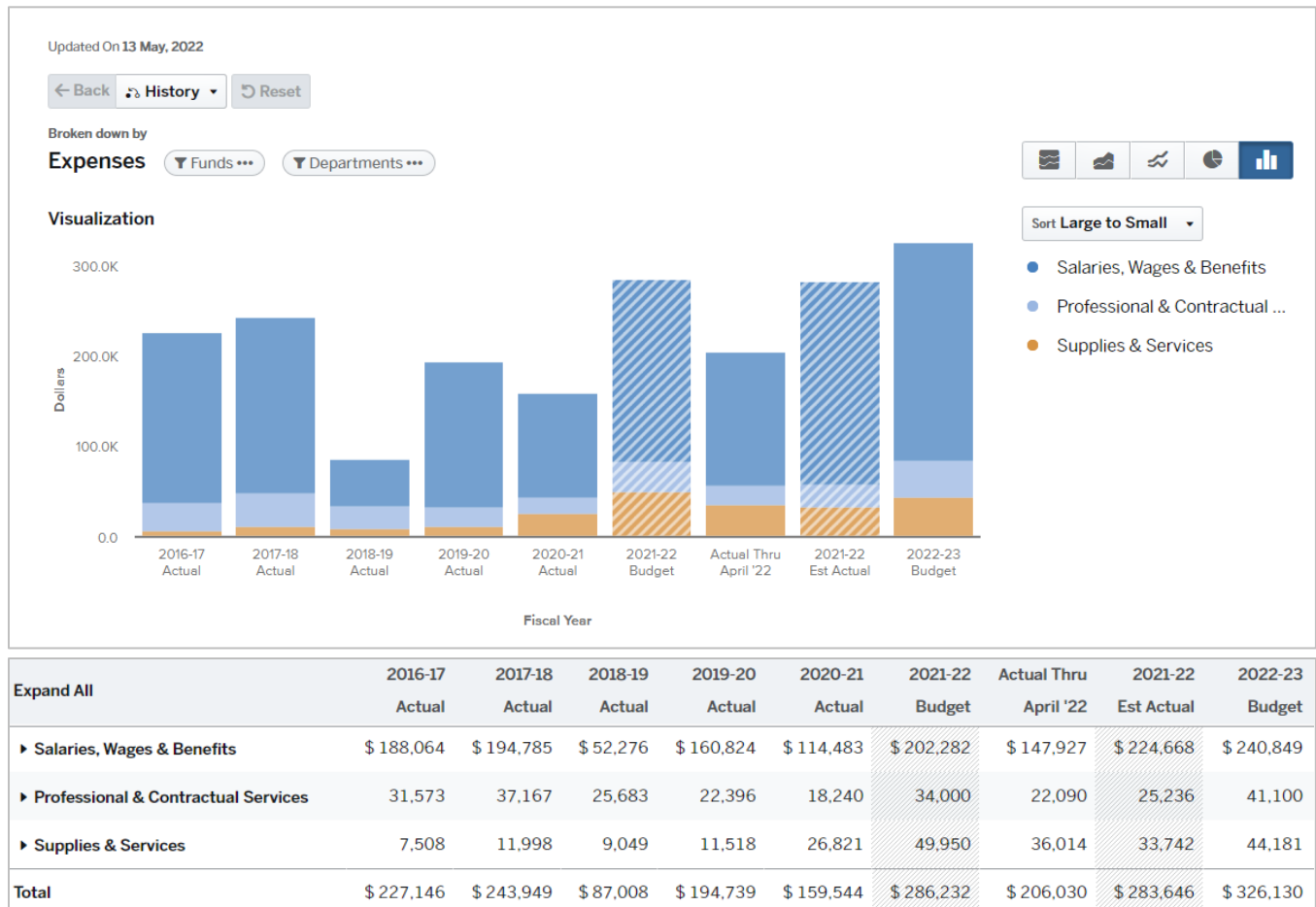


The FY 2022-23 budget is \$42,484 or 15% more than the FY 2021-22 Estimated Actual. **Salaries, wages, & benefits** increased by \$16,200 and is primarily due to COLA, merit increase per salary schedule, and increase in benefit costs.

The largest increase in the non-personnel budget is related to \$15,000 coaching budgeted in FY 2021-22 and FY 2022-23 but was not used in FY 2021-22.

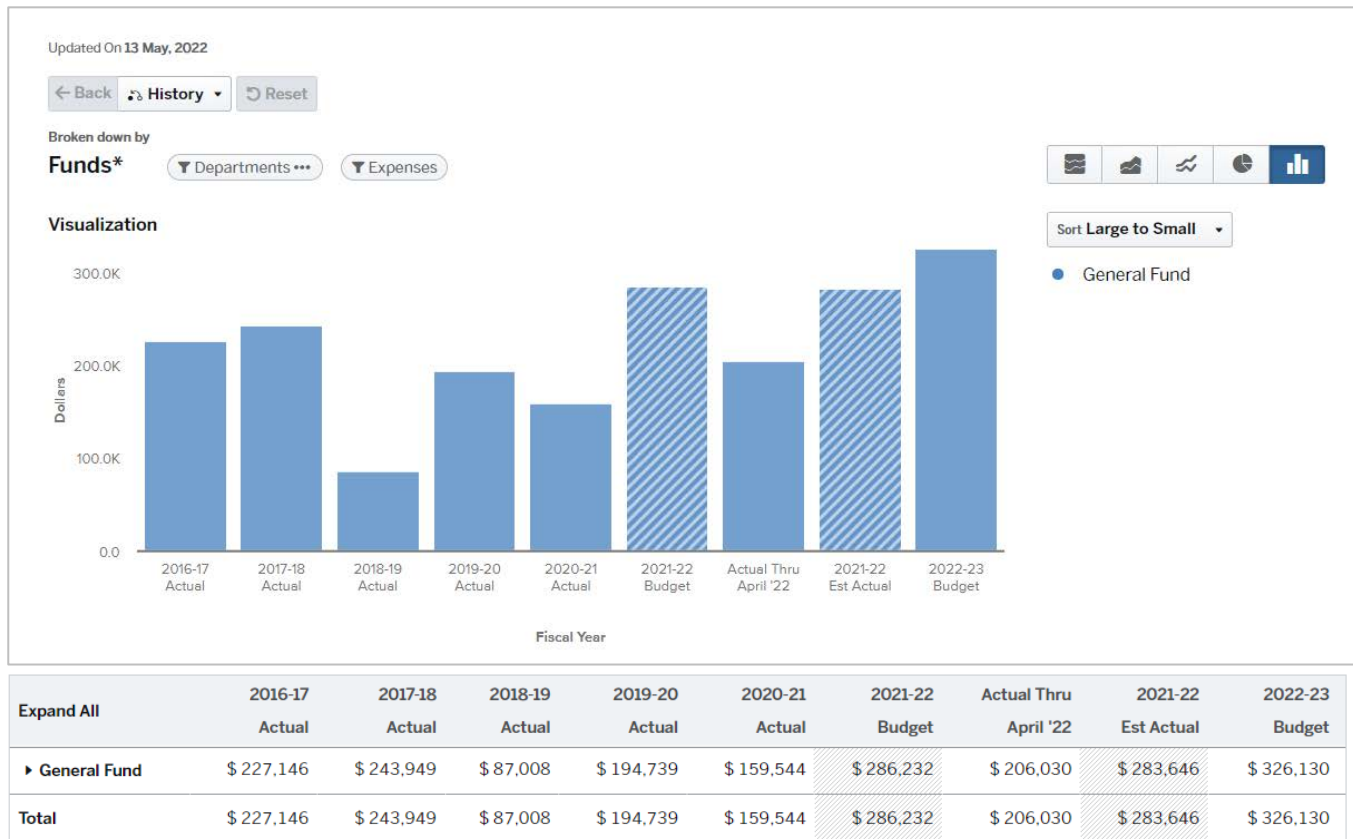


## Expenditures by Categories





## Expenditures by Funds





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## Department Description

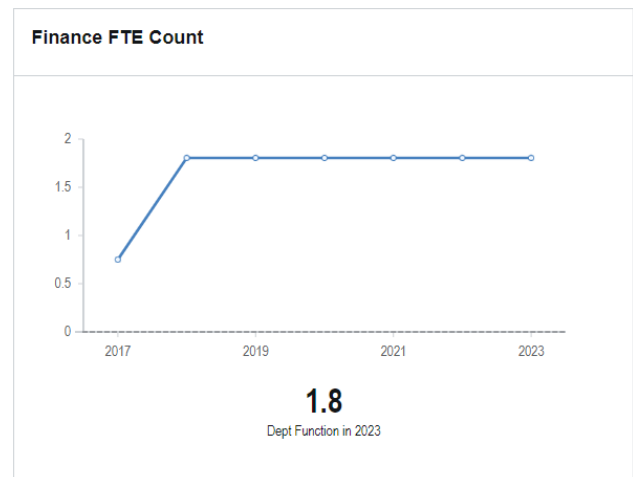
The Finance Department is part of the General Government Function, and its main funding source is the General Fund (11).

The Finance Division is responsible for paying the Town's bills, maintaining and reconciling accounts, payroll, financial reporting, responding within one business day to vendor and employee inquiries and maintaining related records.

The Administrative Services Director is responsible for oversight of the Finance Division and also two non-departmental activities: General Services, which includes all insurance for the Town, utility bill payments and miscellaneous expenditures; and Debt Service for the 2015 Certificates of Participation Town Hall Renovation Project. Each of these activities has detailed budget pages.

## Staffing

The Finance Division is staffed by two Accounting Technicians (1.8 FTE). The Division reports to the Administrative Services Director.

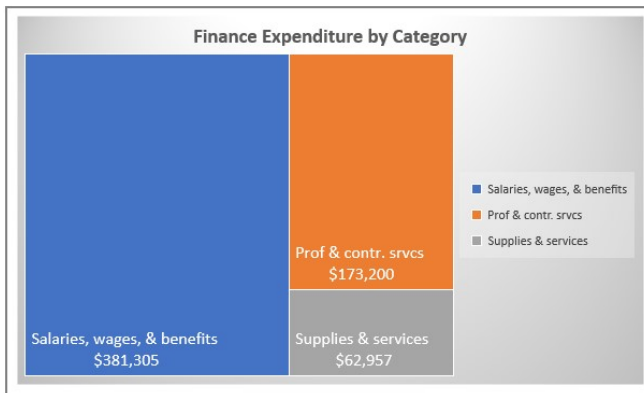


## Revenues Summary

The Finance operation is entirely funded by General Fund revenues.

## Expenditures Summary

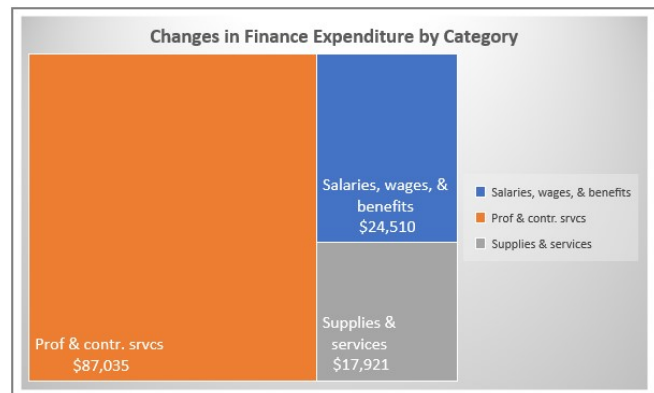
### FY 2022-23 Finance Budget



The total Finance budget for FY 2022-23 is \$617,462. The **salaries, wages, & benefits** category represents 62%, which supports 1.80 FTE. This category includes \$59,000 contributions to reduce the Town's pension and OPEB unfunded liabilities.

The Finance budget includes \$75,000 for staff augmentation in **professional & contractual services** to prepare and manage the FY 2021-22 year-end closing process and financial audit. The department includes a \$50,000 budget in FY 2019-20 and FY 2020-21 for year-end support. The budget was not used during COVID-19 to reduce spending.

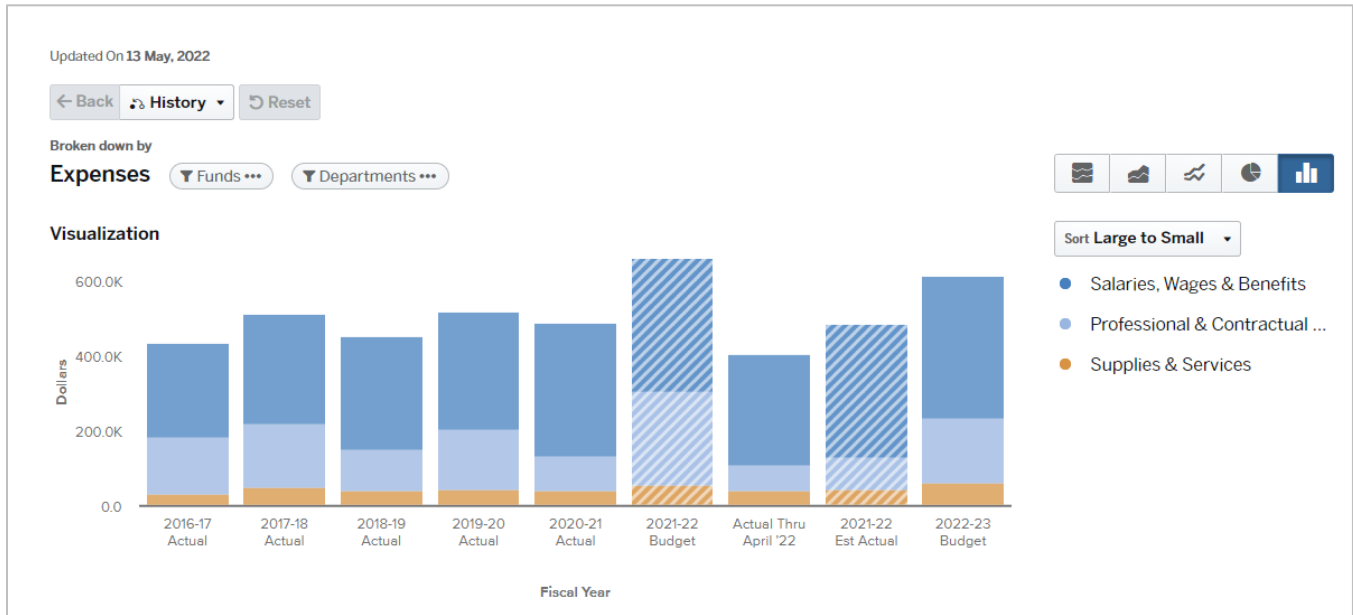
### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



The FY 2022-23 budget is \$129,466 or 27% more than the FY 2021-22 Estimated Actual. **Salaries, wages, & benefits** increased by \$24,510 and is primarily due to COLA and increases in benefit costs.

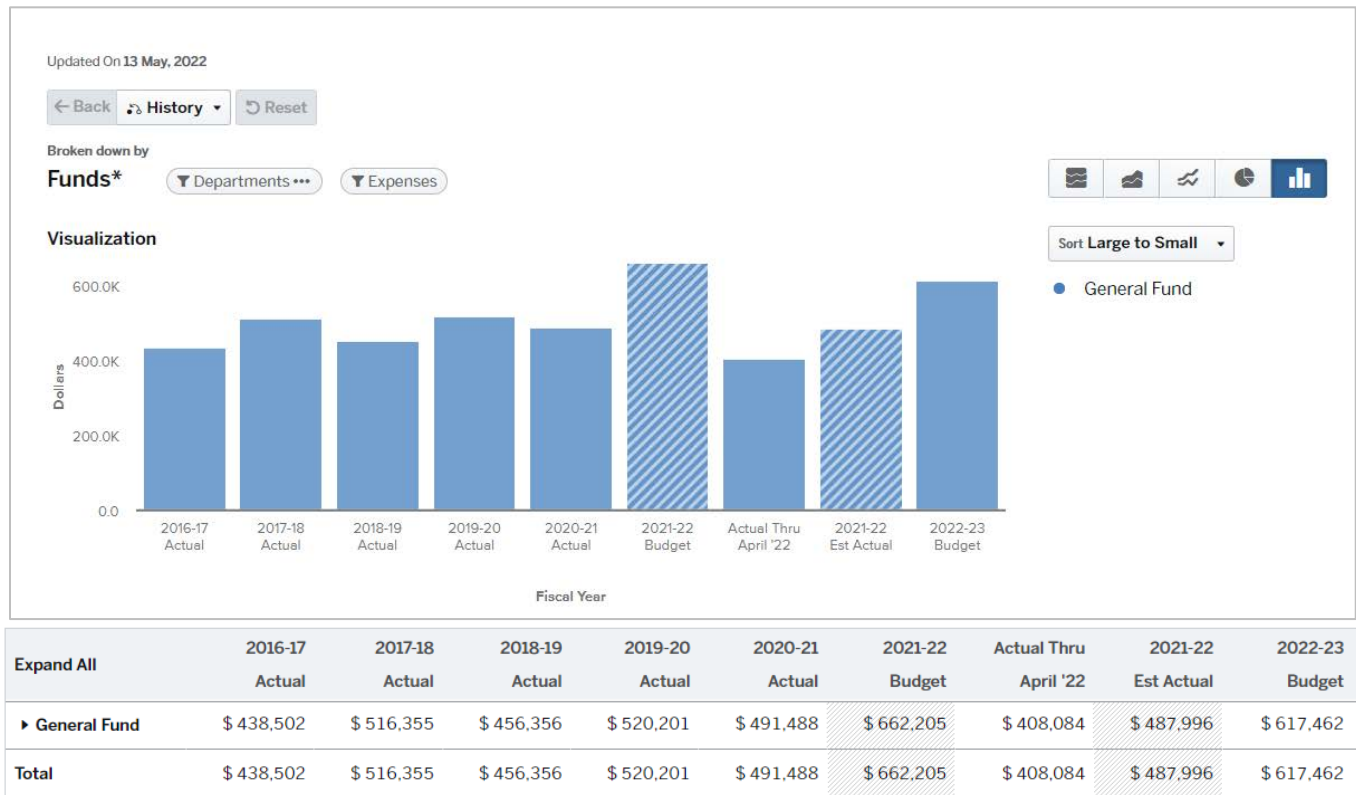
The largest increase is in **professional & contractual services**, which is related to staff augmentation. The professional & contractual services includes a budget for financial audit services, single audit preparation, and cardroom revenues audit.

## Expenditures by Categories



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Salaries, Wages & Benefits	\$ 253,380	\$ 294,921	\$ 302,752	\$ 313,802	\$ 355,254	\$ 352,715	\$ 298,624	\$ 356,795	\$ 381,305
► Professional & Contractual Services	152,595	169,915	111,060	160,120	95,601	251,170	66,515	86,165	173,200
► Supplies & Services	32,526	51,520	42,544	46,279	40,634	58,320	42,945	45,036	62,957
<b>Total</b>	<b>\$ 438,502</b>	<b>\$ 516,355</b>	<b>\$ 456,356</b>	<b>\$ 520,201</b>	<b>\$ 491,488</b>	<b>\$ 662,205</b>	<b>\$ 408,084</b>	<b>\$ 487,996</b>	<b>\$ 617,462</b>

## Expenditures by Funds





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## Department Description

The General Services Department is part of the General Government Function, and its main funding source is the General Fund (11).

The General Services budget includes expenditures shared by all departments, such as the telephone system, cellular telephones, utilities and insurance. This Activity also includes the cost of funding Town-wide communications support (basic cable television) for residents.

## Staffing

The Administrative Services Director is responsible for General Services. This activity has no staff.

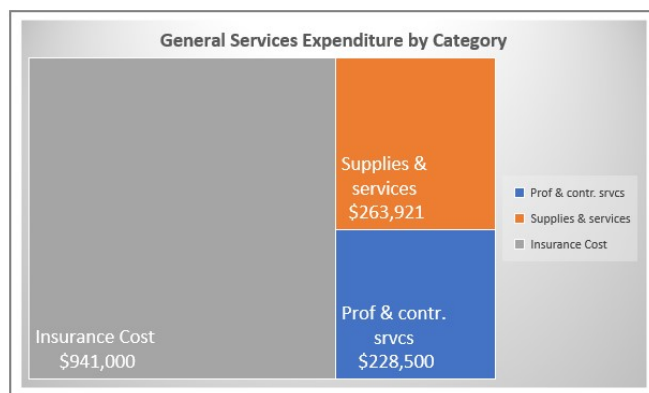
## Revenues Summary

Operating expenditures in General Services is generally supported by non-departmental General Fund revenues. Annually, the Town is reimbursed for recovered Town property damage and workers comp claims filed and for risk mitigation. The risk mitigation grant is allocated through PLAN JPA and unused portions are rolled over to the following year.

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Actual Thru	2021-22	2022-23
	Actual	Actual	Actual	Actual	Actual	Budget	April '22	Est Actual	Budget
<b>37021 - Insurance Reimbursements</b>	\$ 50,418	\$ 55,860	\$ 12,107	\$ 80,731	\$ 41,808	\$ 50,000	\$ 57,733	\$ 34,000	\$ 50,000
<b>35123 - State Grants</b>	5,000	5,000	10,000	5,000	29,610	5,000	6,908	9,315	5,000
<b>Total</b>	\$ 55,418	\$ 60,860	\$ 22,107	\$ 85,731	\$ 71,417	\$ 55,000	\$ 64,641	\$ 43,315	\$ 55,000

## Expenditures Summary

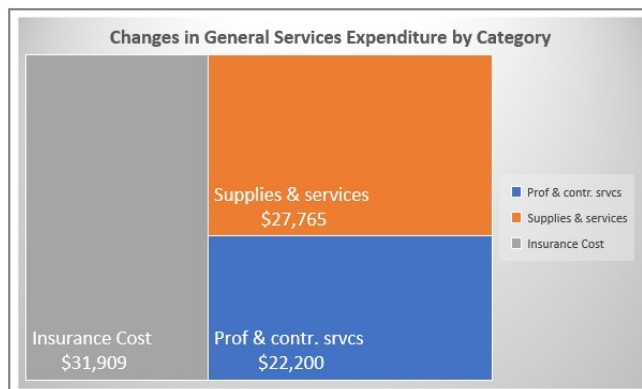
### FY 2022-23 General Services Budget



The total General Services budget for FY 2022-23 is \$1,433,421. Expenditures and services that benefit all departments, such as insurance and technology support, or the community, such as basic cable services, are recorded in the General Services department.

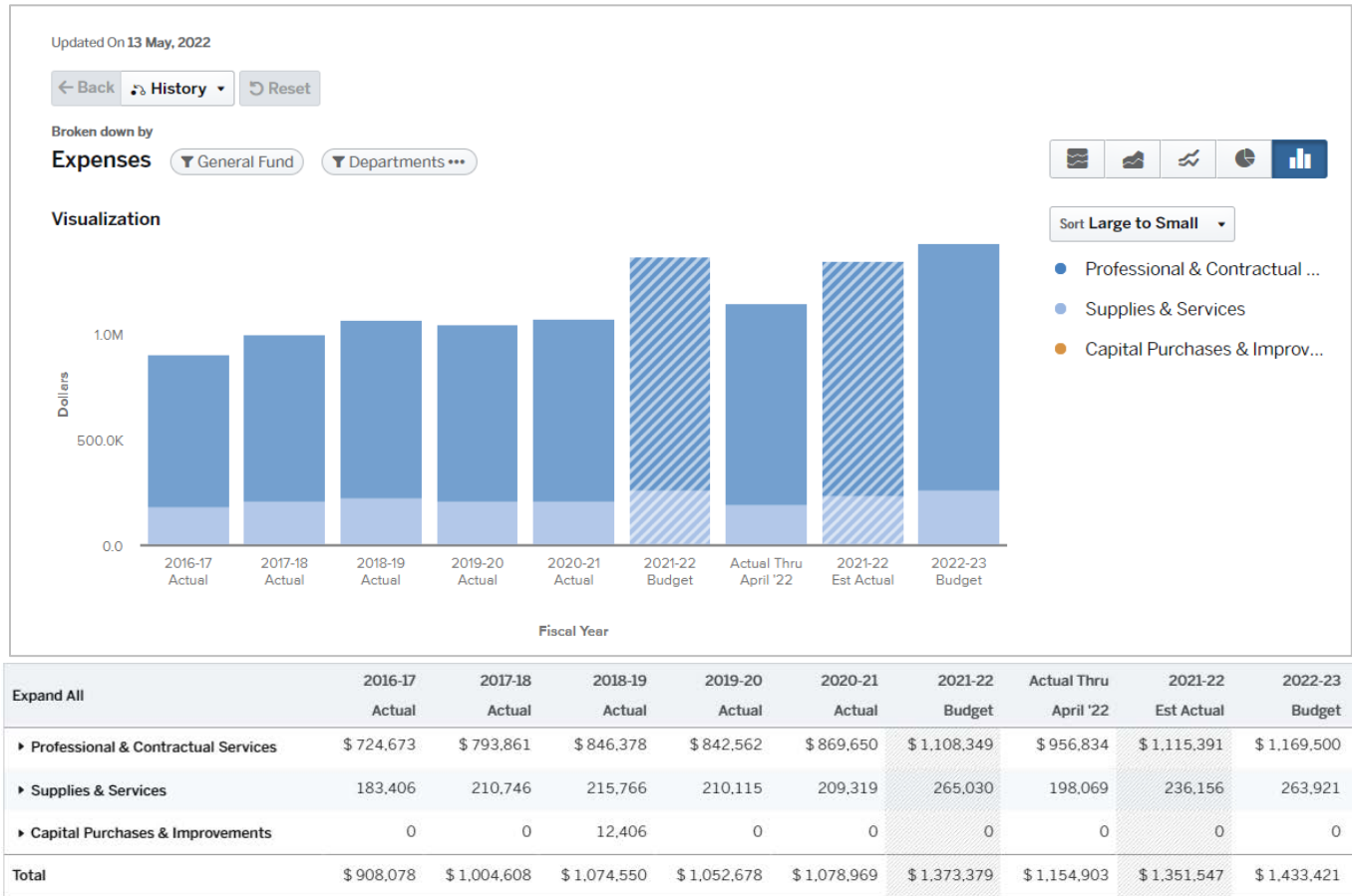
Insurance Costs are the largest expenditures category in the General Services budget. It is generally part of the **professional & contractual services** category. The supplies and services budget of \$263,921 includes \$110,000 in desktop and technology support, as well as Office 365 subscription.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



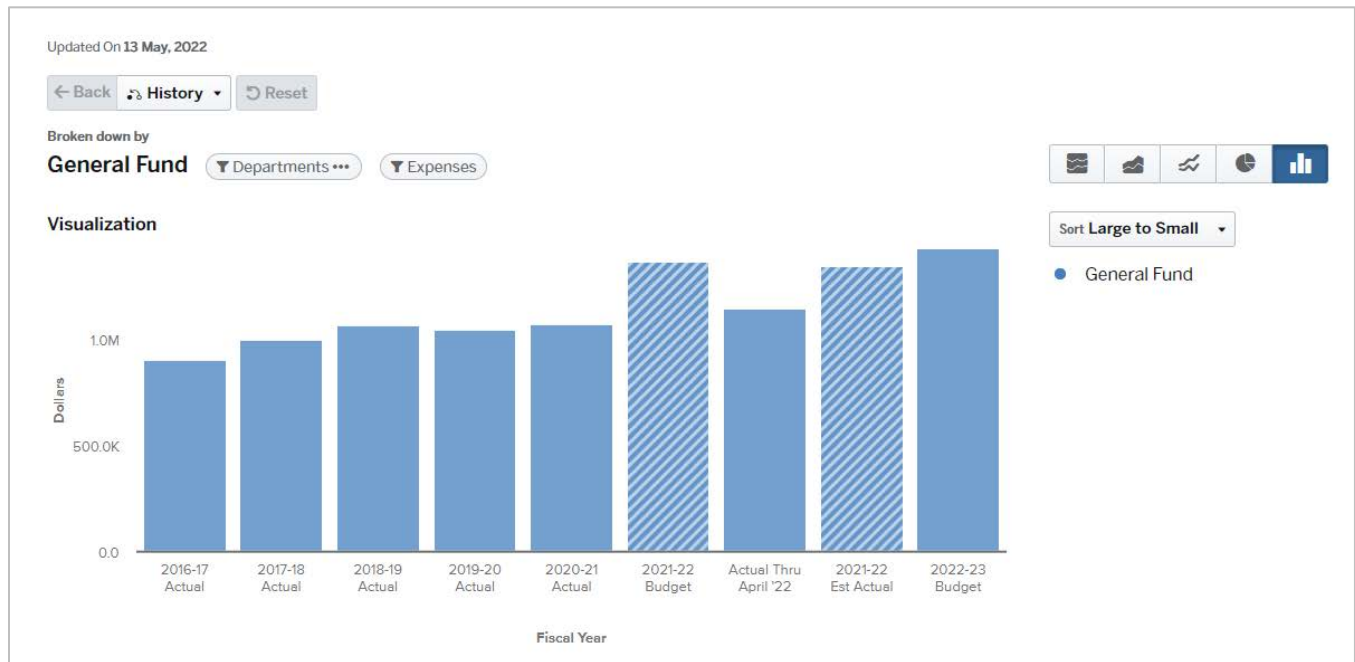
The FY 2022-23 budget is \$81,874 or 6% more than the FY 2021-22 Estimated Actual. The largest change is in **insurance costs**, as the property and general insurance market in California shrink. The Town is part of the PLAN JPA pool to share general and property claim risks. In recent years, the pool showed an insurance premium increase of 35% to 40% due to that the market shrinkage.

## Expenditures by Categories





## Expenditures by Funds



	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
<b>General Fund</b>	\$ 908,078	\$ 1,004,608	\$ 1,074,550	\$ 1,052,678	\$ 1,078,969	\$ 1,373,379	\$ 1,154,903	\$ 1,351,547	\$ 1,433,421
<b>Total</b>	\$ 908,078	\$ 1,004,608	\$ 1,074,550	\$ 1,052,678	\$ 1,078,969	\$ 1,373,379	\$ 1,154,903	\$ 1,351,547	\$ 1,433,421



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## Department Description

In 2015, the Town of Colma issued a \$5.30 million Certificates of Participation (COPs, a AA rating per S&P) to fund the Town Hall Campus Renovation. The financing documents require the City Council to appropriate the annual lease payments as part of the Operating Budget. The Debt Service Fund will receive a Transfer of resources from the General Fund to cover the expenses. The Finance Division is responsible for the transfer of funds to the Trustee to make timely payments on principal and interest. The first installment is due in October and the second installment in April. As shown in the expenditure charts below, Actual thru April '22 is \$88,134 because the second installment has not been made as of end of April.

The total outstanding debt at June 30, 2022 is \$4.55 million. The FY 2022-23 Budget includes debt service payments and administrative cost of \$298,669.

The Town records Debt Service Activities in Fund 43, and the Debt Service Fund is part of the General Government Function. Annual debt payments are fully supported by the General Fund (11) through interfund transfers. While the debt margin table below shows that the Town may take on more debt, the Town has no intention in pursuing additional debt in the foreseeable future.

Legal Debt Margin	2018/19 Actual	2019/20 Actual	2020/21 Actual	2021/22 Estimated	2022/23 Budget
Total Actual Taxable Valuation	666,825,579	682,162,568	756,494,493	769,569,994	808,048,494
State Mandated Debt Limit (15%)	100,023,837	102,324,385	113,474,174	115,435,499	121,207,274
Budget Stabilization & Debt Reserve	12,600,000	12,600,000	12,600,000	15,600,000	15,600,000
Unreserved Debt Capacity	112,623,837	114,924,385	126,074,174	131,035,499	136,807,274
Outstanding COP	4,900,000	4,785,000	4,760,000	4,550,000	4,425,000
Proposed Debt Issuance: None	0	0	0	0	0
Total Debt Subject to Limit	4,900,000	4,785,000	4,760,000	4,550,000	4,425,000
Total Legal Debt Margin ^	107,723,837	110,139,385	121,314,174	126,485,499	132,382,274

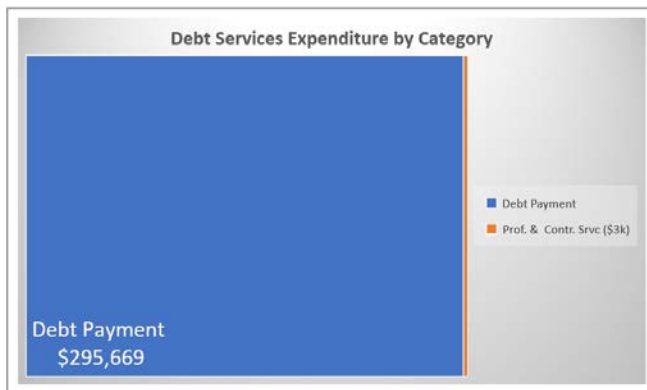
^ Total Legal Debt Margin represents total debt the Town may have based on California Government Cost 43605.

## Revenues Summary

The Debt Service Fund is fully supported by the General Fund through annual transfers.

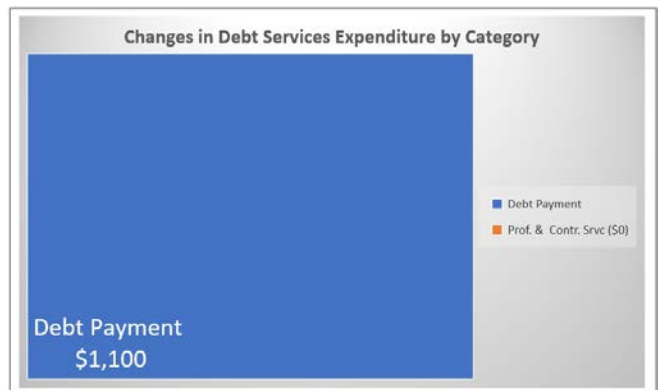
## Expenditures Summary

### FY 2022-23 Debt Services Budget



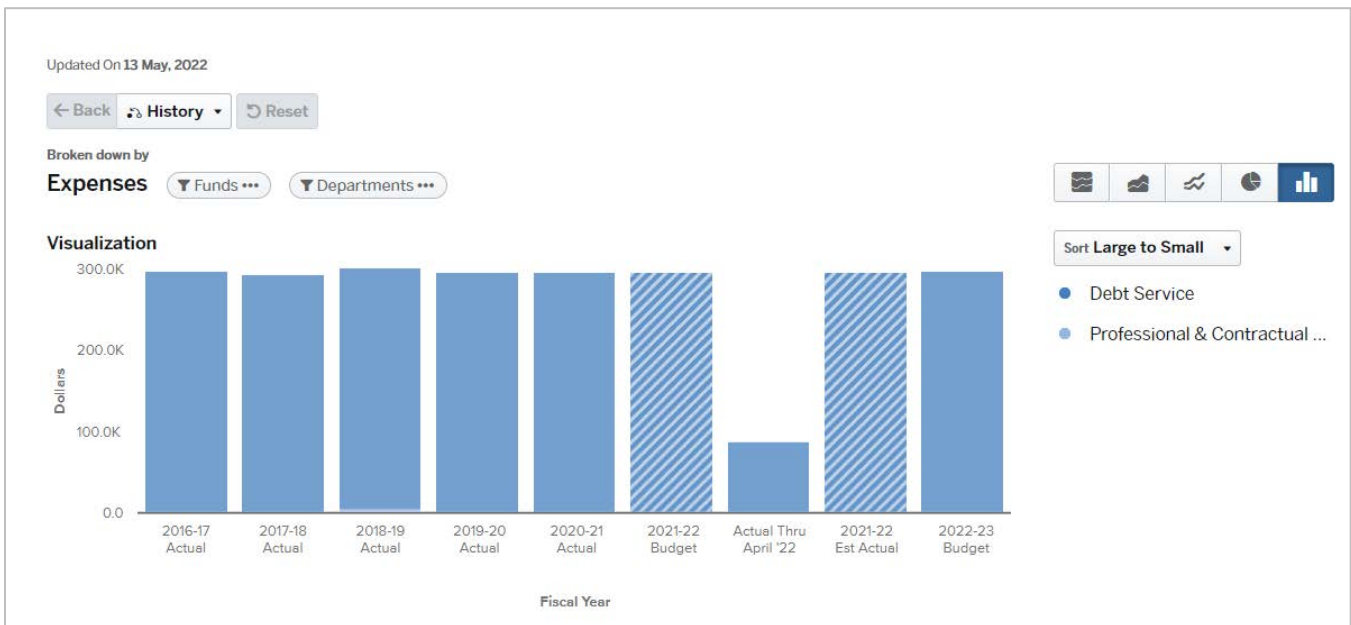
The total Debt Services budget for FY 2022-23 is \$298,669. The main expenditure in this department is **debt payments**. The department also includes debt filing services required by the Certificate of Participation.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



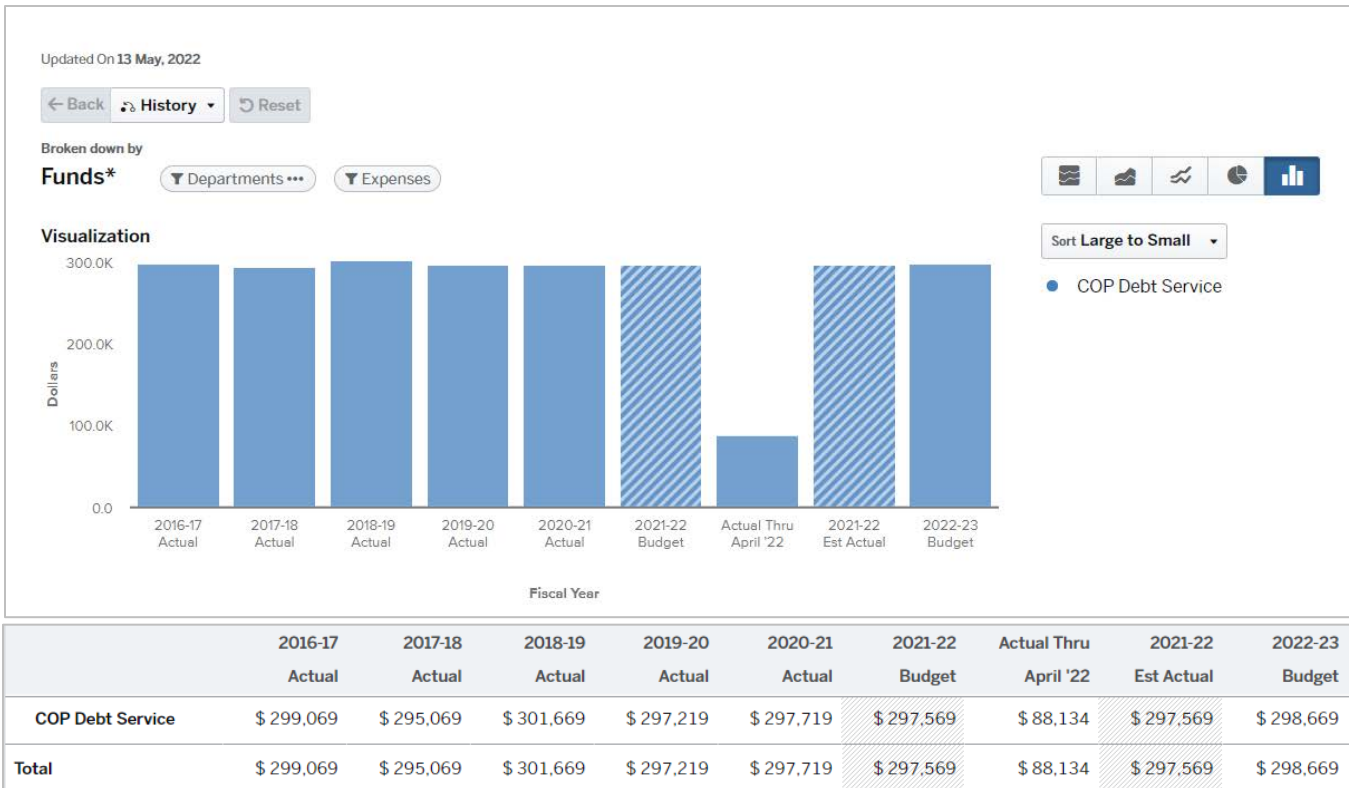
The FY 2022-23 budget is \$1,100 more than the FY 2021-22 Estimated Actual. The increase is related to **debt payments**.

## Expenditures by Categories



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Debt Service	\$ 295,669	\$ 293,469	\$ 296,269	\$ 293,969	\$ 294,369	\$ 294,569	\$ 84,784	\$ 294,569	\$ 295,669
► Professional & Contractual Services	3,400	1,600	5,400	3,250	3,350	3,000	3,350	3,000	3,000
<b>Total</b>	\$ 299,069	\$ 295,069	\$ 301,669	\$ 297,219	\$ 297,719	\$ 297,569	\$ 88,134	\$ 297,569	\$ 298,669

## Expenditures by Funds





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## Department Description

The Emergency Response Fund (19) was created in FY 2019-20 to track all personnel and operating spending in response to the COVID-19 pandemic. Fund 19 is part of the General Fund, and the revenues and expenditures are rolled into the General Fund group from an accounting standpoint.

## Staffing

There is no staffing recorded for Emergency Response. All staff from all departments charges a portion of their time to this fund when it is related to the COVID-19 response. Activities include staff time in contact tracing, facilities cleaning above and beyond the normal level, and food delivery to at risk residents.

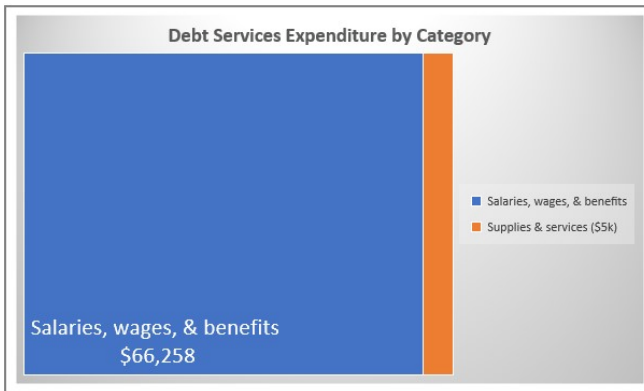
## Revenues Summary

The Town recorded \$406,200 in COVID grants with \$50,000 in CARES Grant and \$356,200 in the American Rescue Plan Act of 2021 funds. The Town is working with FEMA to receive reimbursements for COVID-19 response and projected the receipt of \$180,000 in FY 2021-22 Estimated Actual. No anticipated funding is expected in FY 2022-23. Additionally, the Town received a one-time dental insurance relief as part of the COVID-19 relief package.

Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
▶ General Government	\$ 0	\$ 0	\$ 0	\$ 0	\$ 406,200	\$ 280,000	\$ -178,100	\$ 180,000	\$ 0
▶ Non-Departmental	0	0	0	0	0	0	12,798	0	0
<b>Total</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 406,200</b>	<b>\$ 280,000</b>	<b>\$ -165,302</b>	<b>\$ 180,000</b>	<b>\$ 0</b>

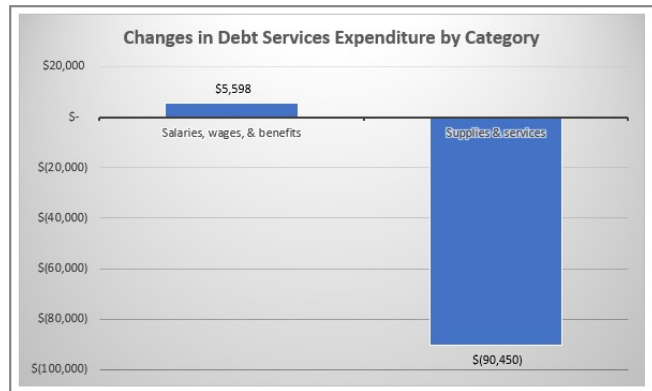
## Expenditures Summary

### FY 2022-23 Emergency Services Budget



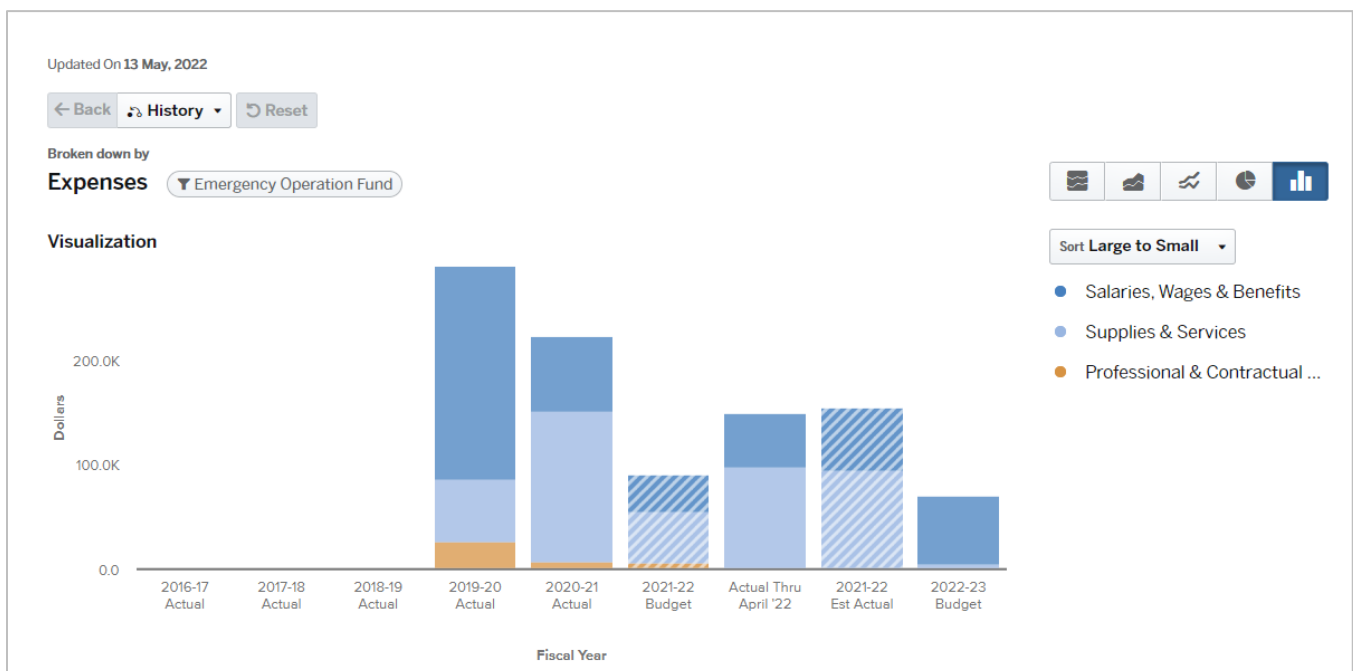
Total Emergency Services budget for FY 2022-23 is \$71,258. For FY 2022-23, the Town anticipates \$66,300 in **personnel costs** to track California supplemental COVID-19 sick leave and \$5,000 in **supplies & services** for needed PPE and take-home COVID tests.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



The FY 2022-23 budget is \$84,852 less than the FY 2021-22 Estimated Actual. The change is related to the cancellation of COVID cleaning at the Colma Police Station.

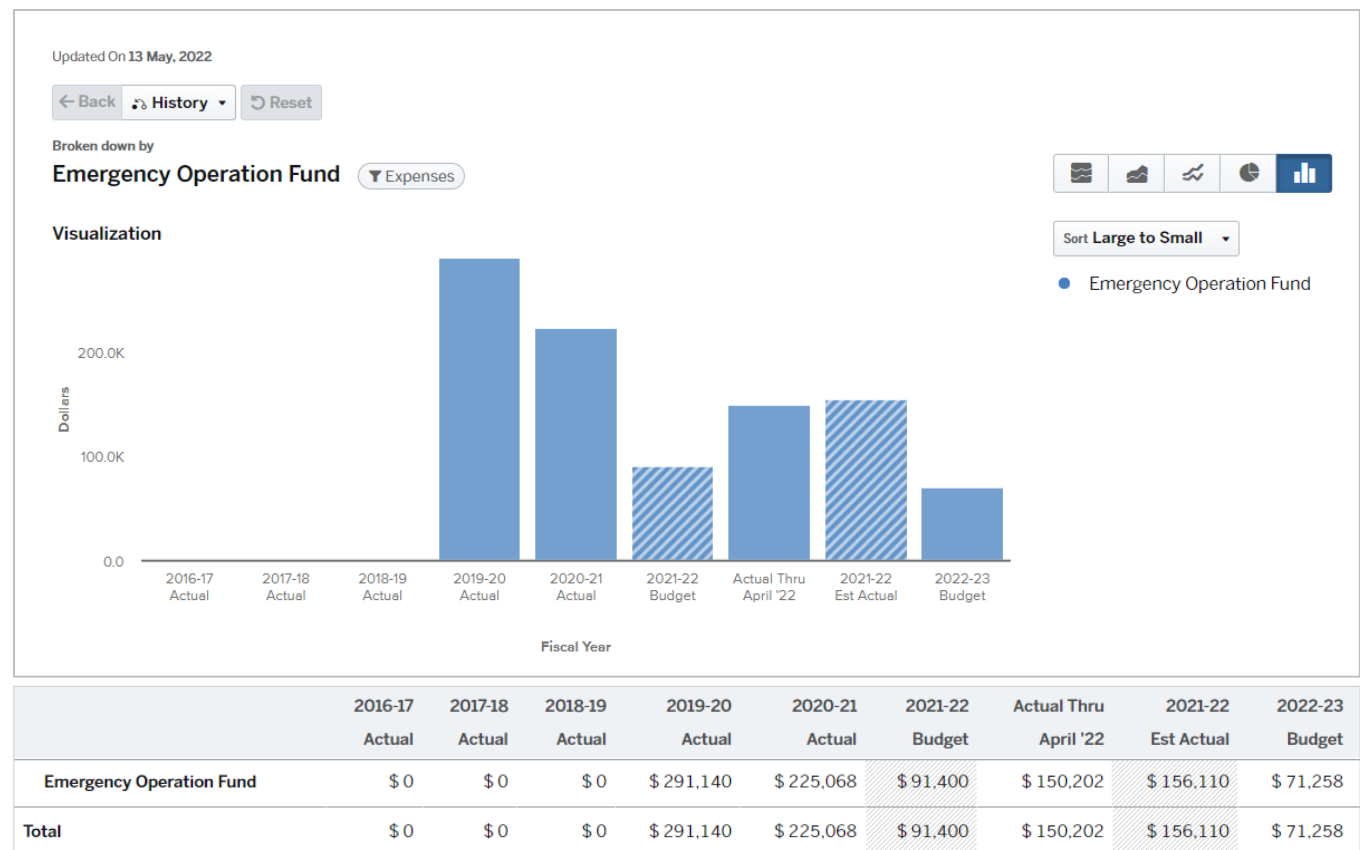
## Expenditures by Categories





Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Salaries, Wages & Benefits	\$ 0	\$ 0	\$ 0	\$ 204,346	\$ 71,991	\$ 35,000	\$ 51,504	\$ 60,660	\$ 66,258
► Supplies & Services	0	0	0	59,693	145,937	50,400	98,698	95,450	5,000
► Professional & Contractual Services	0	0	0	27,101	7,140	6,000	0	0	0
<b>Total</b>	\$ 0	\$ 0	\$ 0	\$ 291,140	\$ 225,068	\$ 91,400	\$ 150,202	\$ 156,110	\$ 71,258

## Expenditures by Funds





The Public Safety Function consists of the following departments:

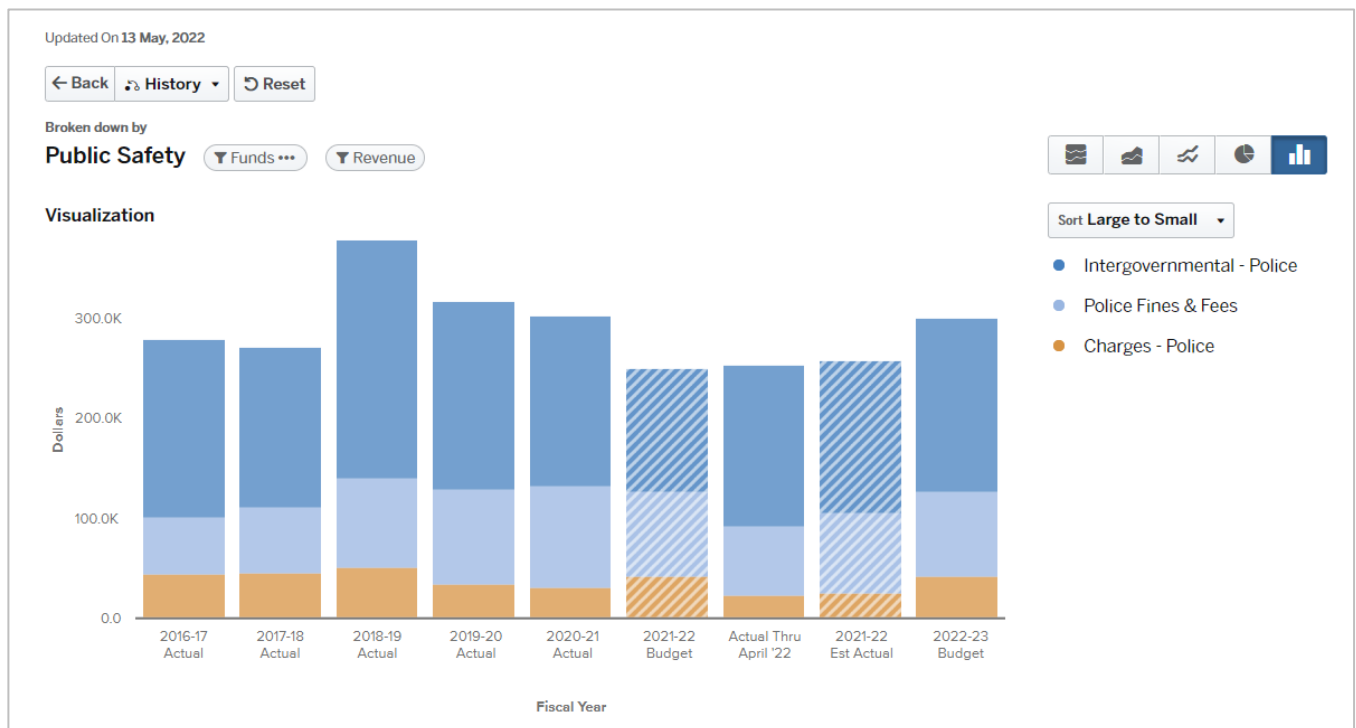
- [Police Administration](#)(210),
- [Patrol](#) (220),
- [Communication/Dispatch](#) (230), and
- [Community Services](#) (240).

The Department is primarily supported by the General Fund, with the exception of the Community Services Officer (CSO) position which is funded by a SLESF grant from the State of California.

## Revenues Summary

The Police Department is projected to receive \$301,020 in departmental revenues in FY 2022-23. Included in the \$301,020 is \$150,000 of annual Supplemental Law Enforcement Services (COPS Grant) and Multi-Agency Juvenile Justice growth funds. The COPS grant fund is recorded in Fund 29 and supports activities charged to Fund 29.

With a total department budget of \$9.21 million dollars, the department depends largely on non-specified General Fund revenues.

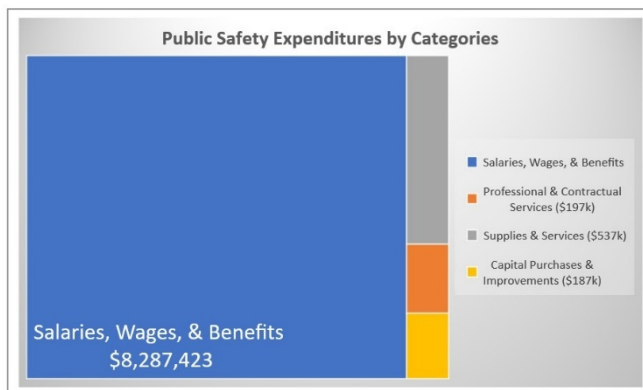




Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Intergovernmental - Police	\$ 178,491	\$ 160,552	\$ 237,162	\$ 188,144	\$ 169,100	\$ 123,020	\$ 161,558	\$ 153,285	\$ 173,020
► Police Fines & Fees	57,490	65,128	89,509	95,293	102,550	86,000	69,097	80,000	86,000
► Charges - Police	44,333	46,335	51,657	34,774	31,152	42,000	23,922	25,814	42,000
<b>Total</b>	<b>\$ 280,314</b>	<b>\$ 272,015</b>	<b>\$ 378,328</b>	<b>\$ 318,210</b>	<b>\$ 302,802</b>	<b>\$ 251,020</b>	<b>\$ 254,576</b>	<b>\$ 259,098</b>	<b>\$ 301,020</b>

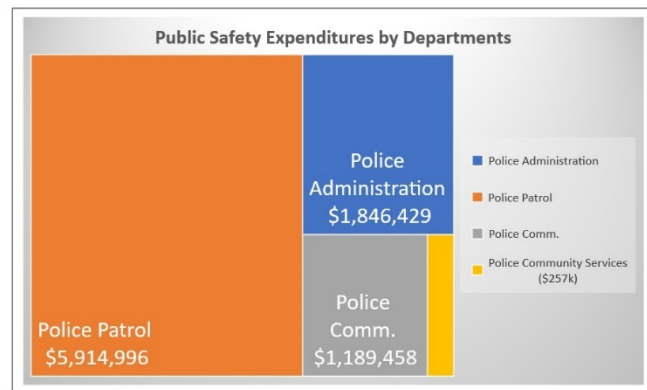
## Expenditures Summary

### FY 2022-23 Public Safety Budget by Categories



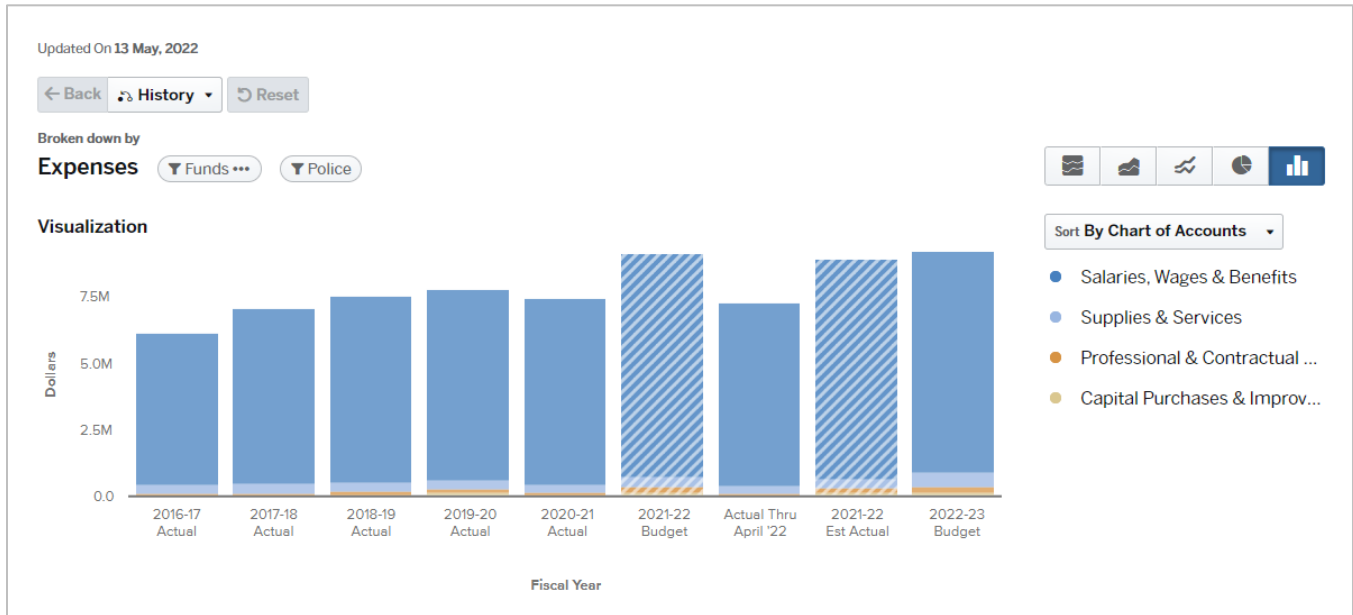
The total public safety budget for FY 2022-23 is \$9,207,693. The **salaries, wages, & benefits** category represents 90% of the total public safety budget. It supports 25.9 FTEs, the Town's largest staffed department. The department has 15.22 police officers and sergeants, 2 detectives, 3.2 dispatch/communication, 1.48 community services officers, and 3 in administrative functions.

### FY 2022-23 Public Safety budget by Department



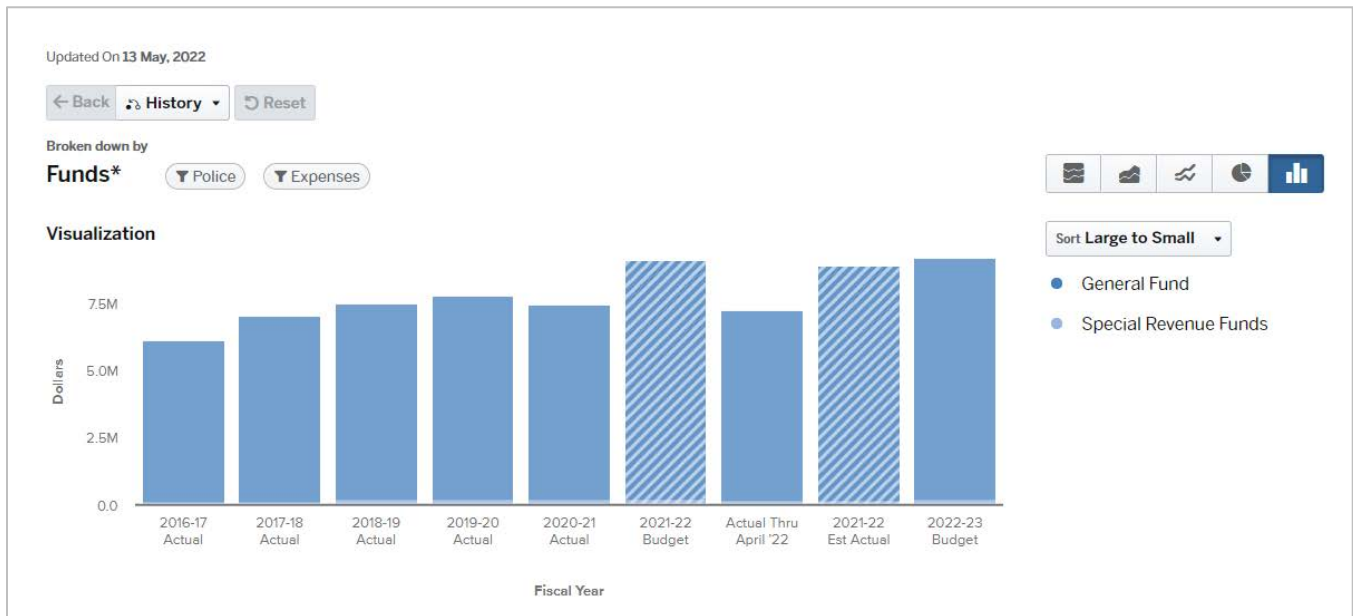
With 15.22 police officers and sergeants, Police Patrol is the largest division within Public Safety. More information is available in the departmental budget narratives.

## Expenditures by Categories



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
Salaries, Wages & Benefits	\$ 5,702,182	\$ 6,562,384	\$ 6,972,980	\$ 7,196,993	\$ 7,035,897	\$ 8,413,604	\$ 6,857,860	\$ 8,257,639	\$ 8,287,423
Supplies & Services	323,407	373,850	367,116	327,772	305,174	384,741	300,729	352,463	536,746
Professional & Contractual Services	121,762	124,143	134,460	143,736	153,174	182,340	127,736	166,537	197,000
Capital Purchases & Improvements	14,658	22,702	68,356	165,507	0	186,524	0	171,285	186,524
Total	\$ 6,162,009	\$ 7,083,079	\$ 7,542,912	\$ 7,834,007	\$ 7,494,245	\$ 9,167,209	\$ 7,286,325	\$ 8,947,924	\$ 9,207,693

## Expenditures by Funds



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► General Fund	\$ 6,055,113	\$ 6,954,953	\$ 7,354,406	\$ 7,645,175	\$ 7,289,962	\$ 8,977,081	\$ 7,100,142	\$ 8,760,537	\$ 9,009,798
► Special Revenue Funds	106,896	128,126	188,506	188,832	204,283	190,128	186,183	187,387	197,894
<b>Total</b>	\$ 6,162,009	\$ 7,083,079	\$ 7,542,912	\$ 7,834,007	\$ 7,494,245	\$ 9,167,209	\$ 7,286,325	\$ 8,947,924	\$ 9,207,693

## Accomplishments

### Strategic Plan:

- The Police Department entered into contract with the company AXON to provide Body Worn Cameras, Car Cameras, Tasers and Evidence downloading and storage technology. As of the early part of 2022 all portions of the project have been implemented.
- The Police Department entered into contract with the company Flock to provide Automated License Plate Reader Cameras in the Town. The Town now operates four cameras, Holy Cross Cemetery has also purchased a camera. Cypress Lawn Cemetery and Stewart Chevrolet are in the process of purchasing cameras.

### Operational:

- The conditions continue to be difficult under COVID 19 restrictions, however the Colma Police Department still made community engagement a top priority by participating in National Night Out, Coffee with a Cop, Drive by Birthdays, Elderly Food Distribution, Youth Super Bowl Party, Blood Drive, Veterans Christmas Eve Food and Gift distribution and movie nights and Trunk or Treat Event.
- Police Detectives Mendoza, and McKenna each received 10851 Pins for their efforts in vehicle theft recovery and arrests. Police Officer Kim Trask was Honored by the Lyons Club, receiving the Service Award.
- Officer Chris Grant was promoted to the Rank of Sergeant. New hires consisted of Executive Assistant Nikole Azzopardi, Officer Carlos Huayllapuma, Officer Brian Nagata, and CSO Anthony Thickstun.
- Per State Law, both the Racial Identity Profiling Act and California Incident Based Reporting systems were implemented.

### Performance Measures:

The 2022-23 Goals in the images below reflects the annual average. All four slides of the Public Safety performance measures presentation are available below as separate images. The link to the digital budget for this section is:

<https://stories.opengov.com/colmaca/published/BJMahPBEnH>

## Police Administration



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Internal Commendations	143	102	0	100
Training Hours *	1,738	523	0	1,500
Community Event (Entire Department)	114	80	94	100

\* Training reduced during FY 2020-21 and FY 2021-22 due to the COVID-19 pandemic.

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Google Slides

## Police Patrol



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Residential Patrols	4,242	4,558	3,000	4,500
Business Checks	589	207	43	200
Gang Task Force Hours	115	120	480	400

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Google Slides

## Police Communication



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Warrants Entered	560	225	592	500
Calls for Services	5,550	4,429	5,770	5,000
Incidents Taken	22,502	23,628	23,483	23,000

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Google Slides

## Police Community Services



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Live Scan Fingerprinting	387	447	252	300
Evidence Received and Logged	14,135	8,507	9,559	10,000
Evidence Purged	1,000	5,372	2,532	2,000
Parking Citations	1,805	2,229	1,748	1,500

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Google Slides

## COVID Response

- The Colma Police Department worked with all agencies in the county to ensure the safest procedures possible. Colma Police Officers were faced with fulfilling their duties while wearing protective gear and social distancing.
- The Colma Police Department hosted a Youth Mask Give-A-Way event.

## Future Objectives

### Strategic Plan:

- Continuing our use of technology to provide better public safety through our strategic plan, we are seeking funds through the FY 22/23 budgets to purchase cellular phones to all police officers. The cellular phone service will allow police officer to access the AXON Mobile App. This app will allow police officers to collect digital evidence such as pictures, videos, audio recordings etc. and have them automatically uploaded into the corresponding case.

### Operational:

- We are currently working on the implementation of two new programs for the police department. First is the implementation of a Colma Police Department Explorer Program, utilizing remaining grant funds from the Youth L.E.Y.P. Program. The second is a Colma Police Honor Guard to represent the department and Town at various events.



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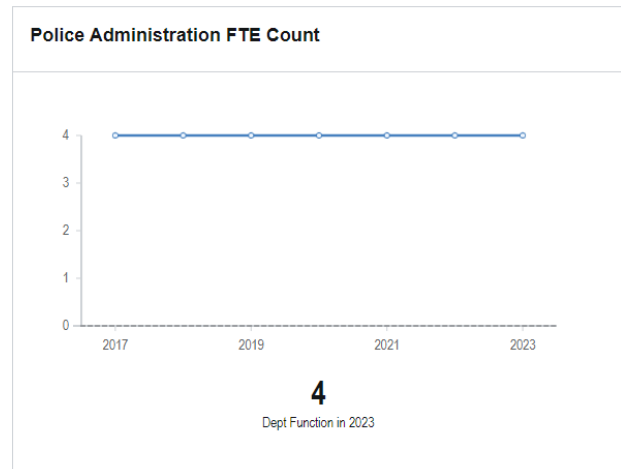
[Next](#)

## Department Description

Police Administration provides the planning, direction and oversight control of the Department.

## Staffing

The staffing for this Division includes the Police Chief, a Detective Sergeant, a Detective and an Executive Assistant.



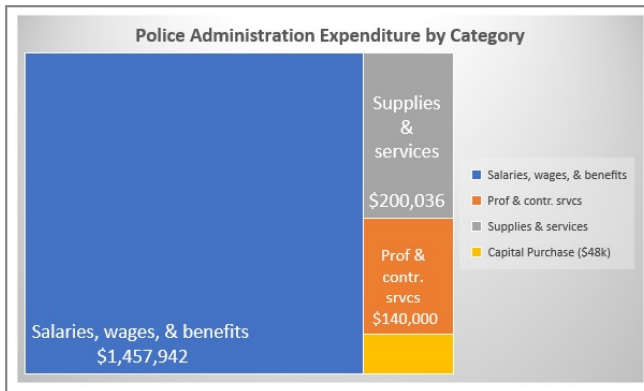
## Revenues Summary

The Police Administration Division is primarily funded by the General Fund and does not have a specific revenues resource.



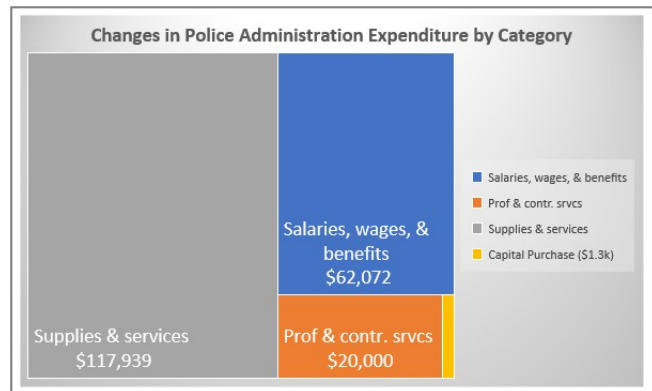
## Expenditures Summary

### FY 2022-23 Police Administration Budget



The total Police Administration budget for FY 2022-23 is \$1,846,429. The **salaries, wages, & benefits** category represents 79% and supports 4.0 FTE. This category includes \$462,000 of contributions to reduce the Town's pension and OPEB unfunded liabilities.

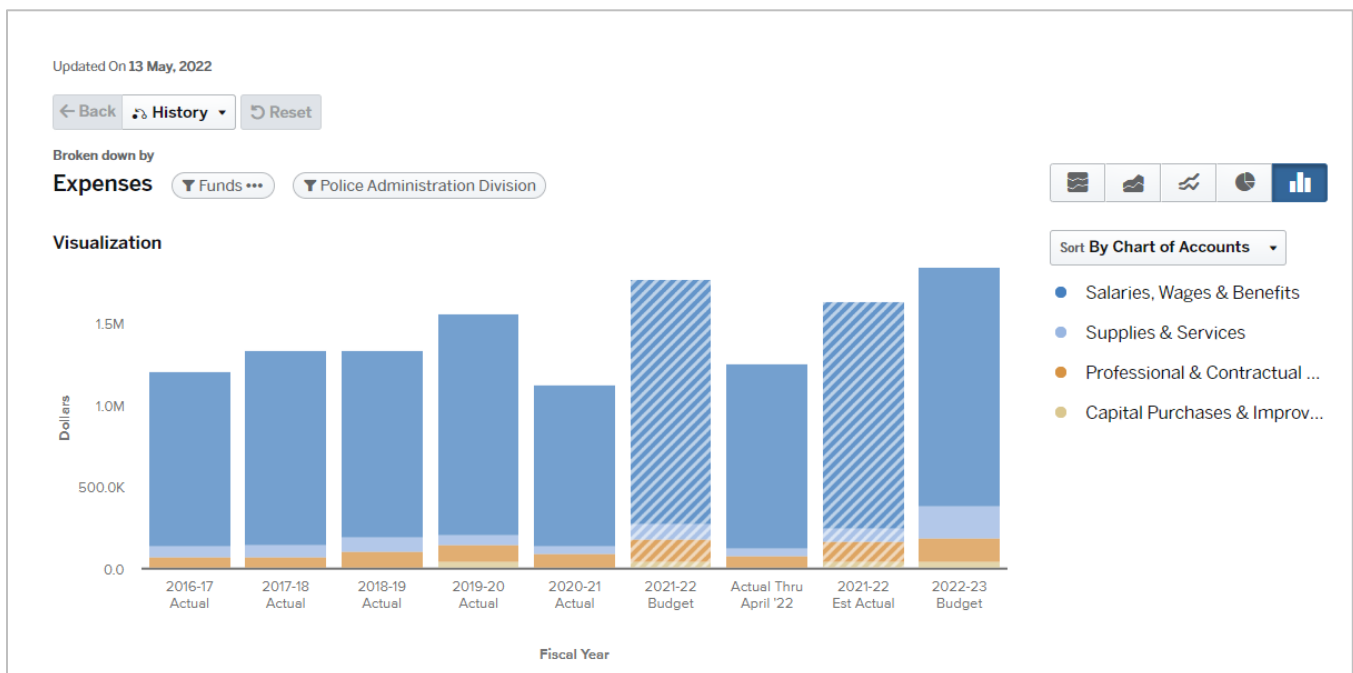
### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



The FY 2022-23 budget is \$201,309 or 12% more than the FY 2021-22 Estimated Actual. The largest change is in **supplies & services** in the amount of \$118,000. The increase is attributed to the annual maintenance and subscription costs for the new ALPR's, body-worn cameras, and in-car cameras installed as part of the FY 2021-22 Capital Program.

The **salaries, wages, & benefits** category increased by \$62,000 and is primarily due to an increase in pension contributions.

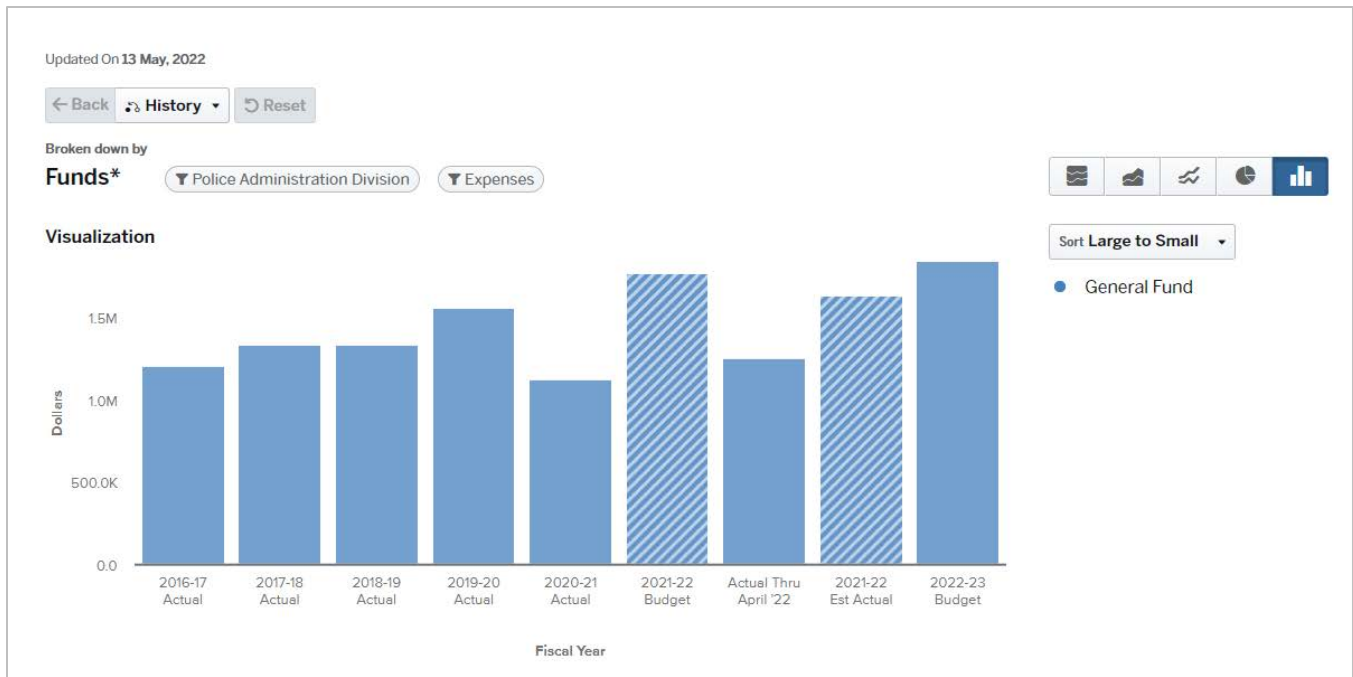
## Expenditures by Categories





Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Salaries, Wages & Benefits	\$ 1,067,776	\$ 1,191,646	\$ 1,144,898	\$ 1,358,384	\$ 988,917	\$ 1,502,354	\$ 1,129,217	\$ 1,395,870	\$ 1,457,942
► Professional & Contractual Services	72,963	75,734	92,617	100,537	97,415	133,476	80,936	120,000	140,000
► Supplies & Services	71,251	77,516	92,644	61,463	43,979	96,322	51,218	82,098	200,036
► Capital Purchases & Improvements	0	0	15,120	47,756	0	48,451	0	47,152	48,451
<b>Total</b>	<b>\$ 1,211,989</b>	<b>\$ 1,344,896</b>	<b>\$ 1,345,280</b>	<b>\$ 1,568,140</b>	<b>\$ 1,130,312</b>	<b>\$ 1,780,603</b>	<b>\$ 1,261,370</b>	<b>\$ 1,645,120</b>	<b>\$ 1,846,429</b>

## Expenditures by Funds



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► General Fund	\$ 1,211,989	\$ 1,344,896	\$ 1,345,280	\$ 1,568,140	\$ 1,130,312	\$ 1,780,603	\$ 1,261,370	\$ 1,645,120	\$ 1,846,429
<b>Total</b>	<b>\$ 1,211,989</b>	<b>\$ 1,344,896</b>	<b>\$ 1,345,280</b>	<b>\$ 1,568,140</b>	<b>\$ 1,130,312</b>	<b>\$ 1,780,603</b>	<b>\$ 1,261,370</b>	<b>\$ 1,645,120</b>	<b>\$ 1,846,429</b>



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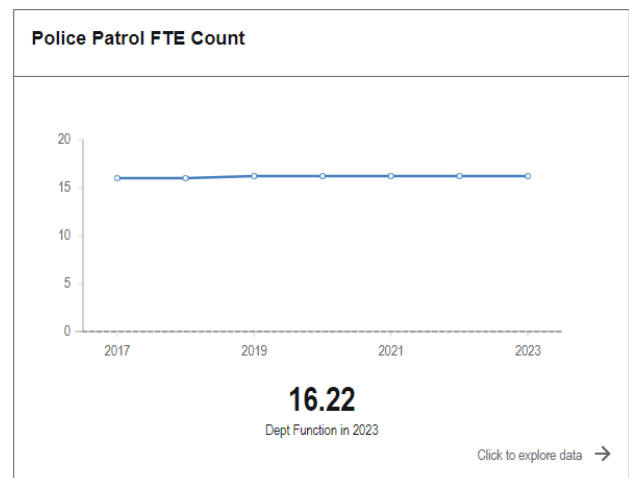
Next ▶

## Department Description

Police Patrol provides a front-line uniform response to calls for police services. Police Patrol addresses neighborhood quality-of-life issues and responds to all security-related service needs of the community, including threats to life and property, enforcement of traffic laws and investigation of crimes against persons and property.

## Staffing

The Division's personnel include a Police Commander, four Police Sergeants and 11 Police Officers. As staffing allows, one officer is assigned to a motorcycle on a part-time basis, and officers work a variety of other ancillary assignments including SWAT, San Mateo County Gang Task Force, Bicycle Patrol and STEP (Saturation Traffic Enforcement Program).

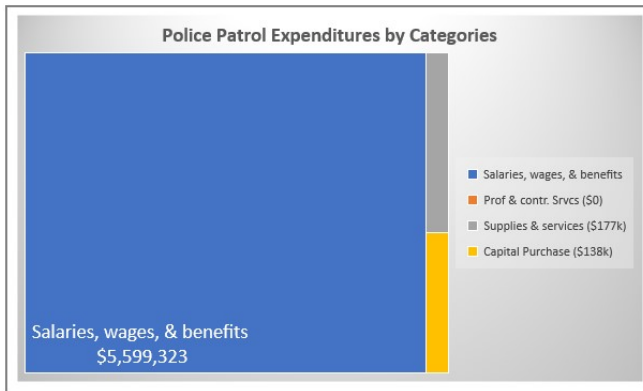


## Revenues Summary

The Police Patrol Division is primarily funded by the General Fund and does not have a specific revenue resource. The Police Patrol Division's related grants are recorded in Federal/State/County Grants revenues accounts and these accounts are grouped and presented under Public Safety.

## Expenditures Summary

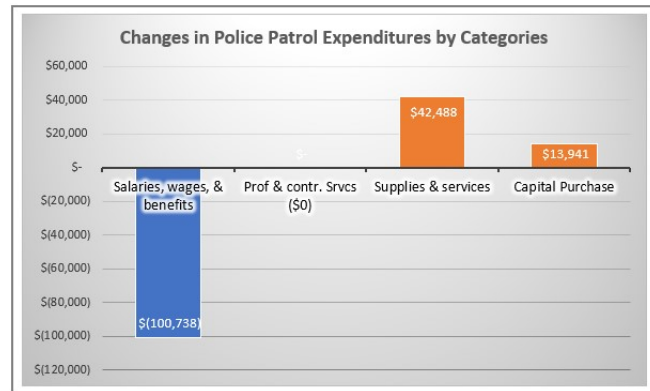
### FY 2022-23 Police Patrol Budget



The total Police Patrol budget for FY 2022-23 is \$5,914,996. The main expenditures in this department are **salaries, wages & benefits**, representing 95% of the total budget.

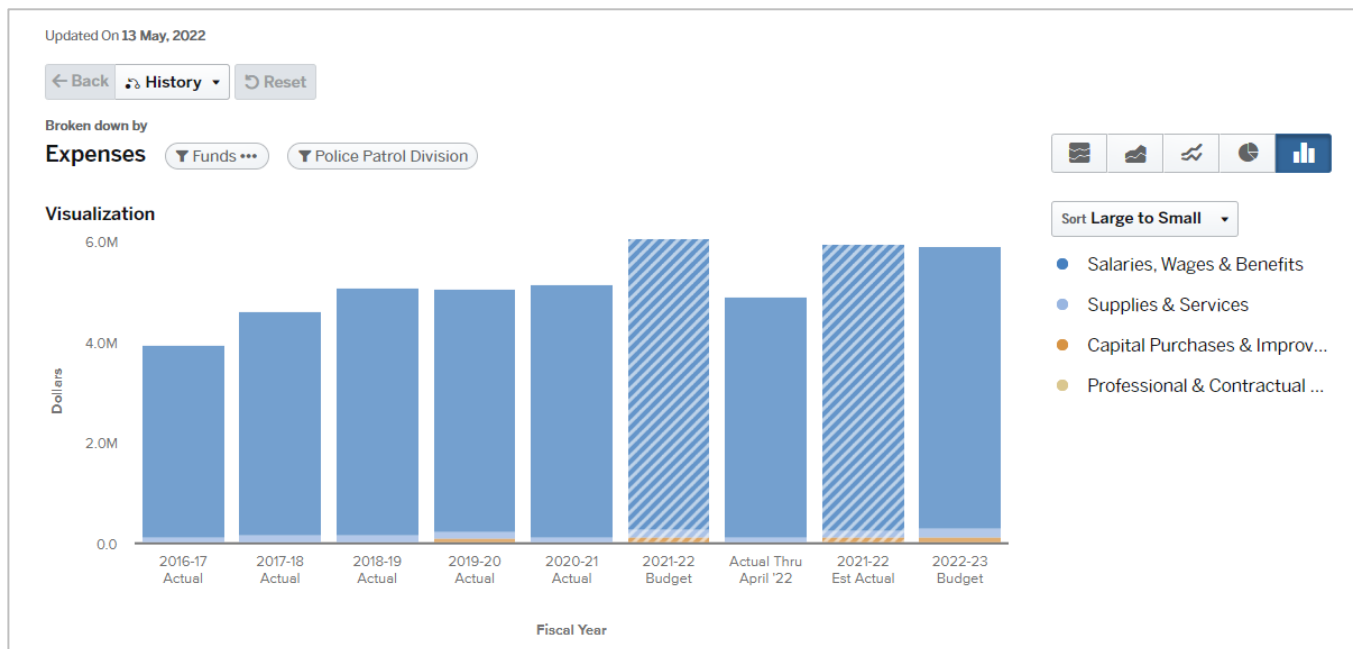
The department includes a \$6,000 budget for the youth grant program and crisis intervention training for all Colma police officers.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



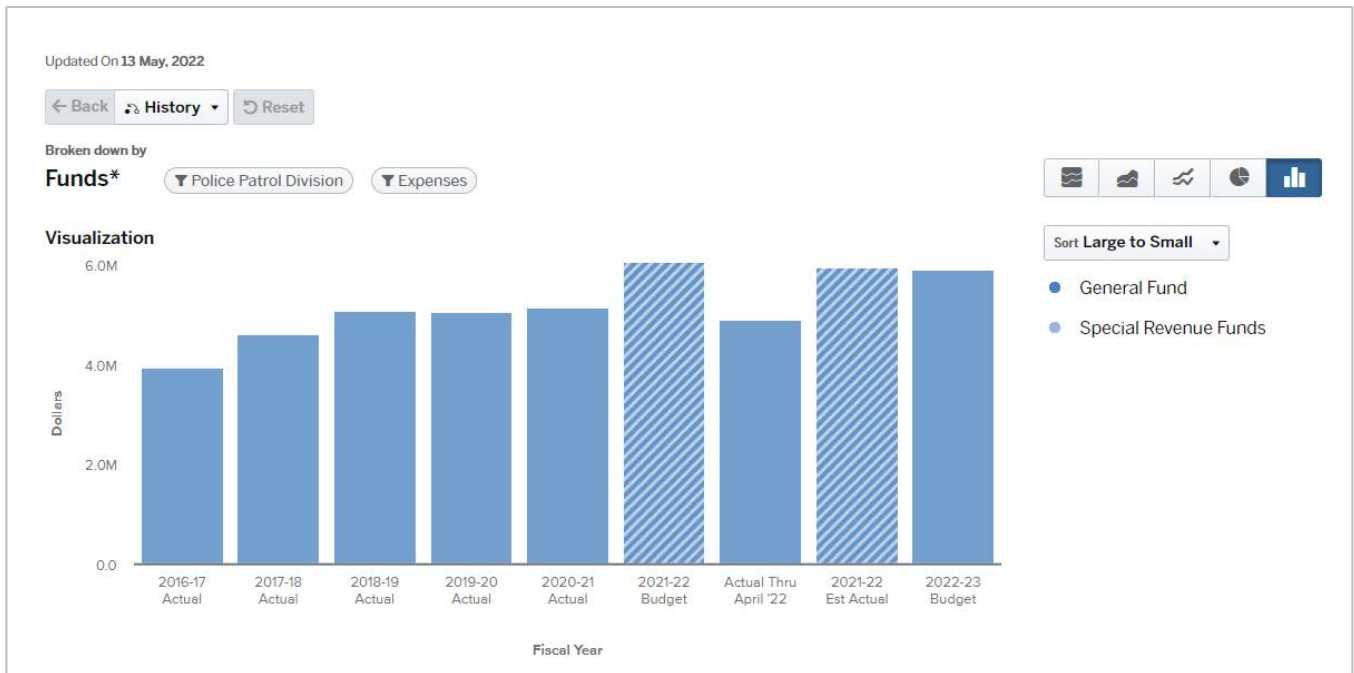
The FY 2022-23 budget is \$49,709 or 1% less than the FY 2021-22 Estimated Actual. The main change is in **salaries, wages, & benefits** and it's due to a reduction in unfunded pension liabilities contributions. As CalPERS classic members retire and PEPRAs members are hired, the Town's unfunded liabilities will change.

## Expenditures by Categories



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Salaries, Wages & Benefits	\$ 3,820,769	\$ 4,448,081	\$ 4,903,247	\$ 4,817,001	\$ 5,030,736	\$ 5,772,083	\$ 4,771,730	\$ 5,700,061	\$ 5,599,323
► Supplies & Services	109,688	164,007	134,943	133,932	130,320	146,412	140,195	134,512	177,600
► Capital Purchases & Improvements	14,658	22,702	53,236	117,165	0	138,073	0	124,132	138,073
► Professional & Contractual Services	0	606	0	4,368	0	0	0	0	0
<b>Total</b>	<b>\$ 3,945,114</b>	<b>\$ 4,635,397</b>	<b>\$ 5,091,427</b>	<b>\$ 5,072,465</b>	<b>\$ 5,161,057</b>	<b>\$ 6,056,568</b>	<b>\$ 4,911,924</b>	<b>\$ 5,958,705</b>	<b>\$ 5,914,996</b>

## Expenditures by Funds



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► General Fund	\$ 3,941,656	\$ 4,623,139	\$ 5,083,262	\$ 5,068,798	\$ 5,160,507	\$ 6,050,568	\$ 4,911,924	\$ 5,958,705	\$ 5,908,996
► Special Revenue Funds	3,459	12,258	8,165	3,667	550	6,000	0	0	6,000
<b>Total</b>	<b>\$ 3,945,114</b>	<b>\$ 4,635,397</b>	<b>\$ 5,091,427</b>	<b>\$ 5,072,465</b>	<b>\$ 5,161,057</b>	<b>\$ 6,056,568</b>	<b>\$ 4,911,924</b>	<b>\$ 5,958,705</b>	<b>\$ 5,914,996</b>



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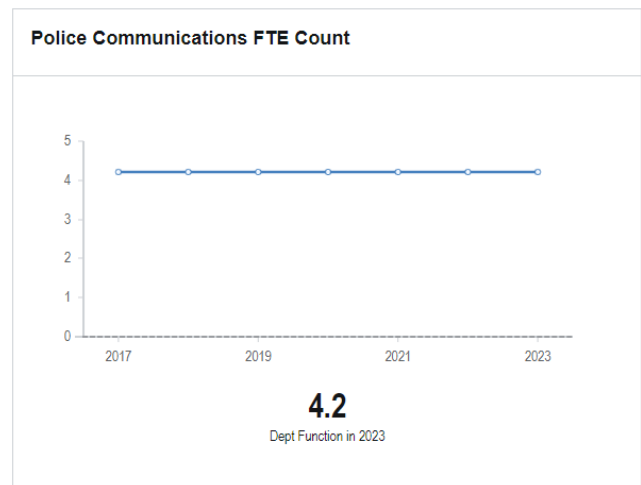
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## Department Description

Police Communications handles the clerical and record-keeping duties of the Department and citizen-initiated calls for service, including 9-1-1.

## Staffing

The positions in this Division are one Dispatch Records Supervisor, three Dispatchers and Per Diem Dispatchers (equivalent to 0.2 FTE).

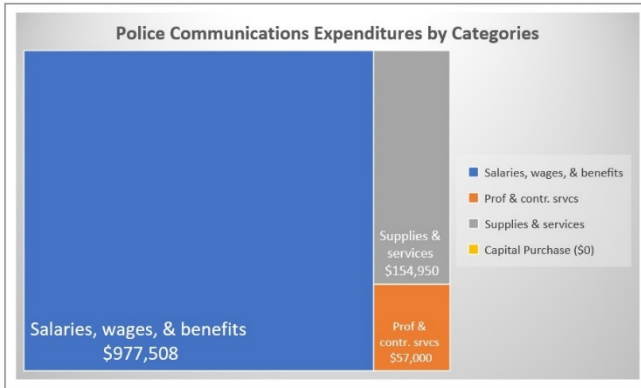


## Revenues Summary

The Police Communications Division is primarily funded by the General Fund and does not have a specific revenues resource. Dispatch center related grants are recorded in Federal/State/County Grants revenues accounts and these accounts are grouped and presented under Public Safety.

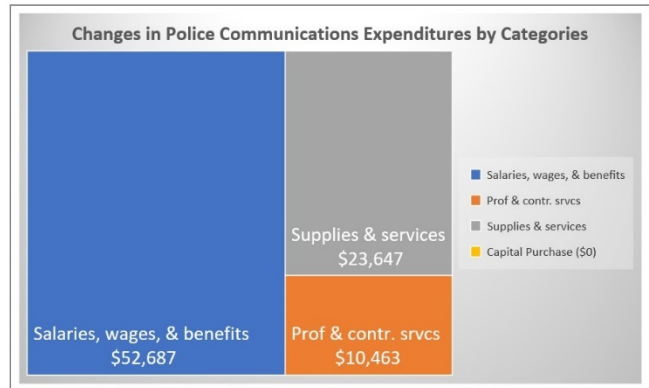
## Expenditures Summary

### FY 2022-23 Police Communications Budget



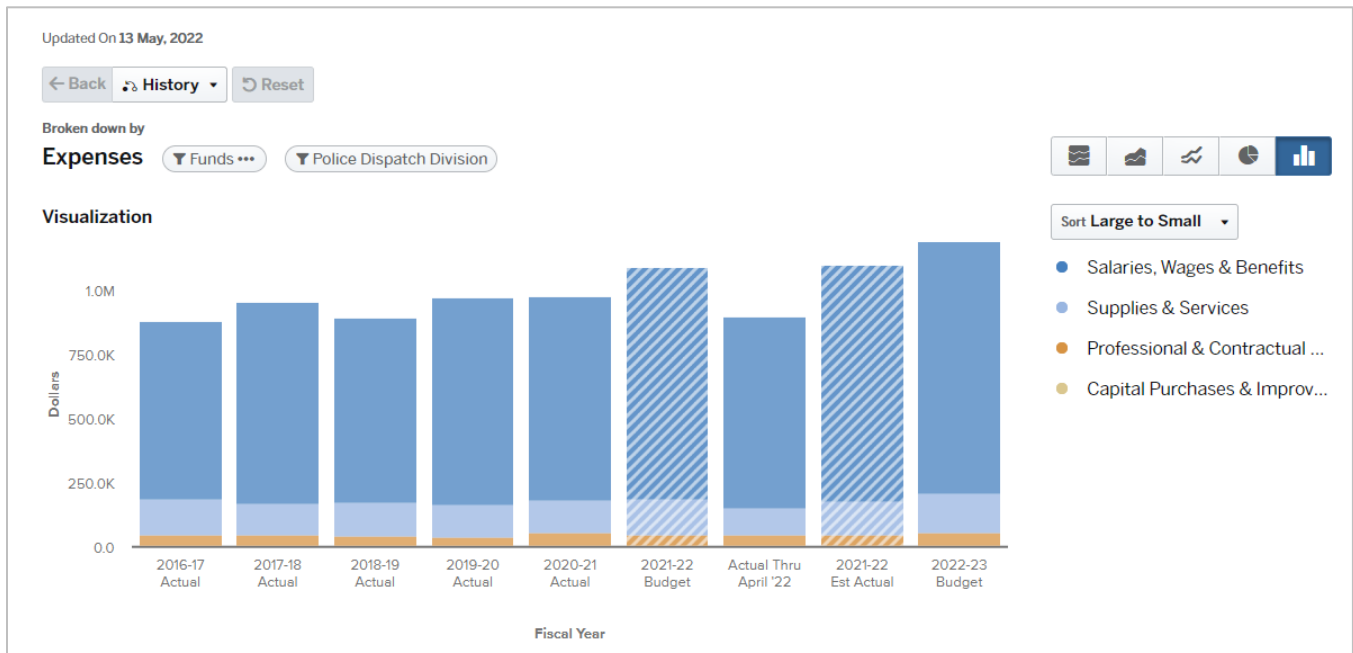
The total Police Communications/Dispatch budget for FY 2022-23 is \$1,189,458. The **salaries, wages, & benefits** represents 82% of the total budget and is the largest category for this department. It supports 4.2 FTE and contributes \$193,000 towards unfunded liabilities.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



The FY 2022-23 budget is \$86,797 or 8% more than the FY 2021-22 Estimated Actual. The increase in **salaries, wages, & benefits** in the amount of \$53,000 is a result of the increase due to COLA's, pension liabilities contributions, and medical/ dental costs.

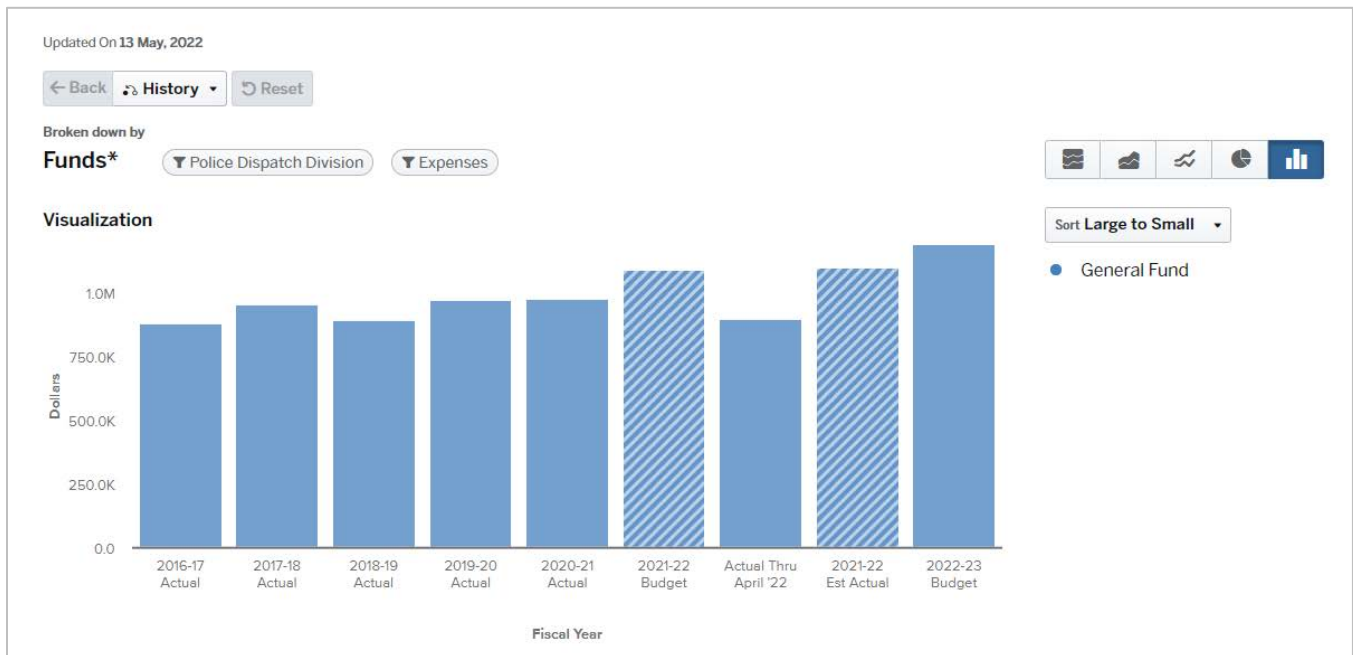
## Expenditures by Categories





Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Salaries, Wages & Benefits	\$ 692,119	\$ 783,391	\$ 718,601	\$ 808,707	\$ 795,340	\$ 903,526	\$ 745,624	\$ 924,821	\$ 977,508
► Supplies & Services	139,791	125,185	134,018	126,970	128,912	138,707	105,950	131,303	154,950
► Professional & Contractual Services	48,799	47,803	41,842	38,831	55,759	48,864	46,800	46,537	57,000
► Capital Purchases & Improvements	0	0	0	586	0	0	0	0	0
<b>Total</b>	<b>\$ 880,708</b>	<b>\$ 956,379</b>	<b>\$ 894,461</b>	<b>\$ 975,094</b>	<b>\$ 980,012</b>	<b>\$ 1,091,097</b>	<b>\$ 898,374</b>	<b>\$ 1,102,661</b>	<b>\$ 1,189,458</b>

## Expenditures by Funds



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► General Fund	\$ 880,708	\$ 956,379	\$ 894,461	\$ 975,094	\$ 980,012	\$ 1,091,097	\$ 898,374	\$ 1,102,661	\$ 1,189,458
<b>Total</b>	<b>\$ 880,708</b>	<b>\$ 956,379</b>	<b>\$ 894,461</b>	<b>\$ 975,094</b>	<b>\$ 980,012</b>	<b>\$ 1,091,097</b>	<b>\$ 898,374</b>	<b>\$ 1,102,661</b>	<b>\$ 1,189,458</b>



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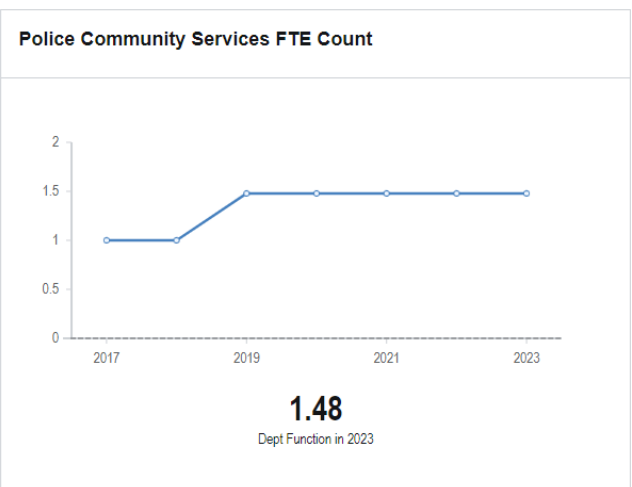
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## Department Description

The Police Community Services Division was referred to in previous budgets as Police Grants, which reflected the primary funding source since 2001-02. The state grant fund is the Supplemental Law Enforcement Services Fund (SLESF), which is for front-line personnel services. This division funds a Community Service Officer (CSO) and specific training costs.

## Staffing

The Division consists of 1.48 FTE Community Services Officer (CSO).



## Revenues Summary

Annually, the Town receives \$150,000 from Supplemental Law Enforcement Services Funds (SLESF) and Multi-Agency Juvenile Justice growth fund. Per Government Cost Section 30062, monies allocated for SLESF is to be expended exclusively to provide front line law enforcement services. The Town classified parking enforcement as front-line law enforcement services.

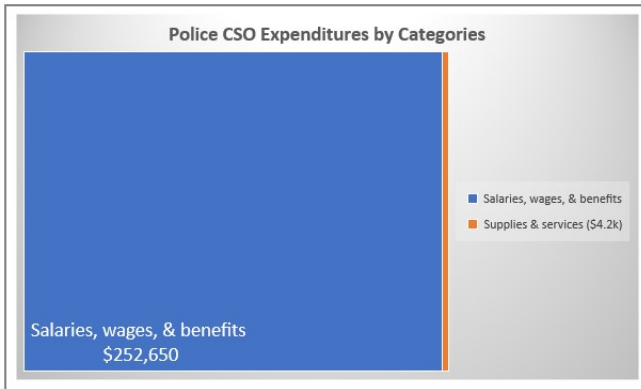
Data

Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Intergovernmental - Police	\$ 130,086	\$ 139,416	\$ 148,747	\$ 155,948	\$ 156,727	\$ 100,000	\$ 159,577	\$ 150,000	\$ 150,000
<b>Total</b>	\$ 130,086	\$ 139,416	\$ 148,747	\$ 155,948	\$ 156,727	\$ 100,000	\$ 159,577	\$ 150,000	\$ 150,000



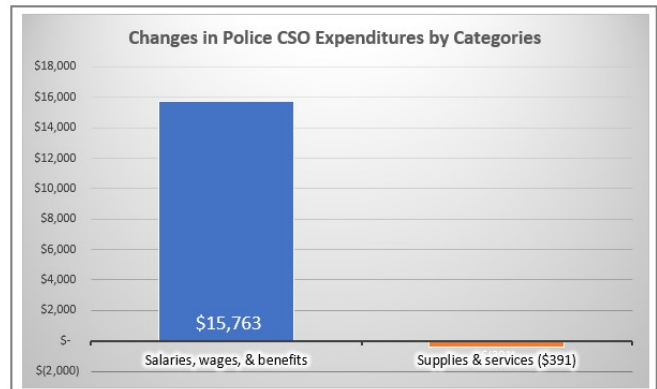
## Expenditures Summary

### FY 2022-23 Police Community Services Budget



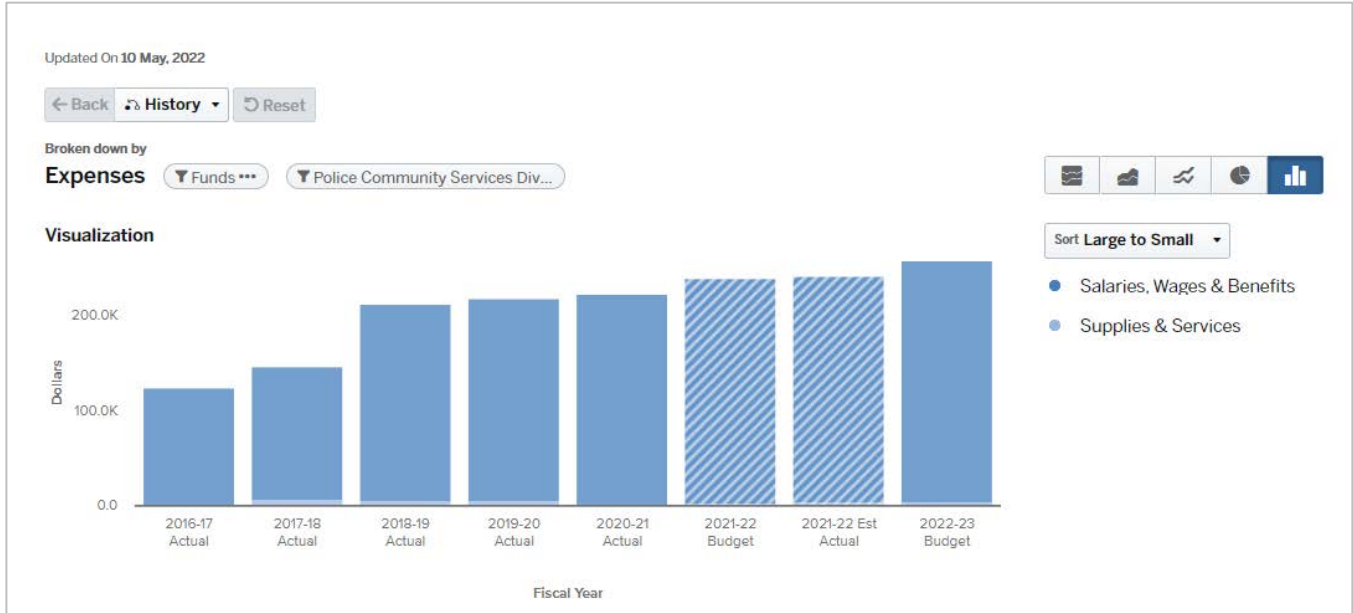
The total Community Services budget for FY 2022-23 is \$256,809. The **salaries, wages, & benefits** category represents 98% of the total department budget. It includes \$65,000 of contributions towards unfunded liabilities.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



The FY 2022-23 budget is \$15,372 or 6% more than the FY 2021-22 Estimated Actual and it's mainly in **salaries, wages, & benefits**. The increase is primarily due to increases in unfunded liabilities contributions.

## Expenditures by Categories



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Est Actual	2022-23 Budget
Salaries, Wages & Benefits	\$ 121,519	\$ 139,267	\$ 206,234	\$ 212,901	\$ 220,903	\$ 235,641	\$ 236,887	\$ 252,650
Supplies & Services	2,678	7,141	5,511	5,407	1,962	3,300	4,551	4,159
Total	\$ 124,197	\$ 146,408	\$ 211,745	\$ 218,308	\$ 222,865	\$ 238,941	\$ 241,438	\$ 256,809

## Expenditures by Funds



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	2021-22 Est Actual	2022-23 Budget
► Special Revenue Funds	\$ 103,437	\$ 115,868	\$ 180,341	\$ 185,165	\$ 203,733	\$ 184,128	\$ 187,387	\$ 191,894
► General Fund	20,760	30,540	31,404	33,143	19,132	54,813	54,051	64,915
<b>Total</b>	\$ 124,197	\$ 146,408	\$ 211,745	\$ 218,308	\$ 222,865	\$ 238,941	\$ 241,438	\$ 256,809



The Public Works & Planning Department consists of the following Divisions:

- [Engineering and Building](#) (310),
- [Public Works Maintenance](#) – including Sewer operations (320),
- [Planning](#) (410), and
- [Facility Operations](#) (800s).

Contract technical professionals and three Town employees provide Public Works and Planning services. Department responsibilities include the development and implementation of the Town's Five-Year Capital Improvement Program (CIP); administration and implementation of solid waste recycling and National Pollutant Discharge Elimination System (NPDES) regulations; administration of private land development and building permits; maintenance of all Town-owned facilities and infrastructure; current and advanced planning; and neighborhood and sustainability services.

The Department continues to address traffic and transportation issues; identify and develop future capital improvement projects; improve maintenance and land development services; address the needs of other Town departments as they relate to Public Works and Planning; administer local, state, and federal regulations; administer grants and applications; and maintain the overall operation of the Department.

## Public Works & Planning Revenues

The main revenue sources for Public Works & Planning operations is the General Fund. The department generates some revenues to offset certain expenditures, as indicated below.

- Sewer charges (or fees) is one of the revenue sources generated by the Public Works & Planning operation - \$927,000. Revenues received from sewer charges are recorded in a separate fund (Enterprise Fund) from the General Fund to pay for sewer conveyance and treatment costs charged by the North San Mateo County Sanitation District and the City of South San Francisco. Sewer maintenance and capital improvements are funded by the General Fund through annual transfers.
- The department also collects permit fees and service charges for planning, building, and engineering activities - \$114,000. The various permits and application fees are based on the City Council approved 2019 Cost of Service Study. The collected charges offset up to 90% of the actual cost of providing such services.
- Grant funding, such as Gas Tax, Measure A, and Measure W (\$195,000), are used for specific activities. A portion of Gas Tax supports streetlight and traffic light repairs, and the remaining funds are reserved for streets, sidewalk, and bikeway-related capital programs.

Updated On 13 May, 2022

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Broken down by

**Public Works & Planning\***

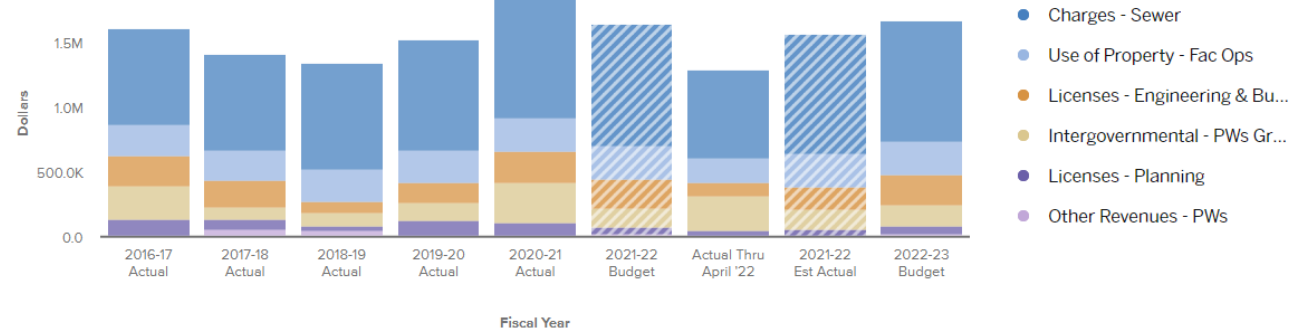
▼ Funds \*\*\*

▼ Revenue



Visualization

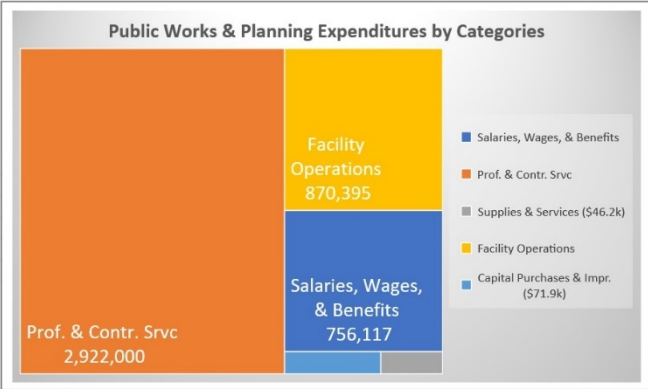
Sort Large to Small ▼



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Charges - Sewer	\$ 741,229	\$ 741,035	\$ 824,239	\$ 850,366	\$ 987,697	\$ 942,163	\$ 681,828	\$ 920,750	\$ 926,660
► Use of Property - Fac Ops	237,396	235,562	244,184	249,366	252,304	255,395	196,335	255,807	257,207
► Licenses - Engineering & Building	237,298	203,800	86,655	157,924	244,886	229,256	100,736	179,463	240,794
► Intergovernmental - PWs Grant	256,192	99,620	104,482	139,840	313,170	148,937	268,297	150,566	157,560
► Licenses - Planning	135,023	74,246	36,971	117,317	103,262	51,920	44,111	55,980	67,312
► Other Revenues - PWs	4,669	63,458	51,188	11,761	6,936	22,000	6,547	6,707	21,677
<b>Total</b>	<b>\$ 1,611,806</b>	<b>\$ 1,417,721</b>	<b>\$ 1,347,719</b>	<b>\$ 1,526,575</b>	<b>\$ 1,908,255</b>	<b>\$ 1,649,672</b>	<b>\$ 1,297,854</b>	<b>\$ 1,569,273</b>	<b>\$ 1,671,210</b>

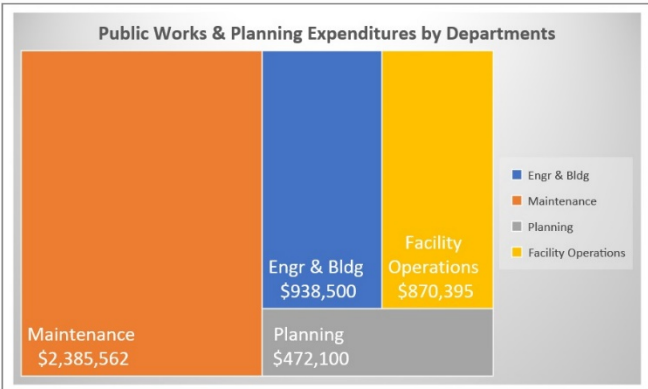
# Expenditures Summary

## FY 2022-23 Public Works & Planning Budget by Categories



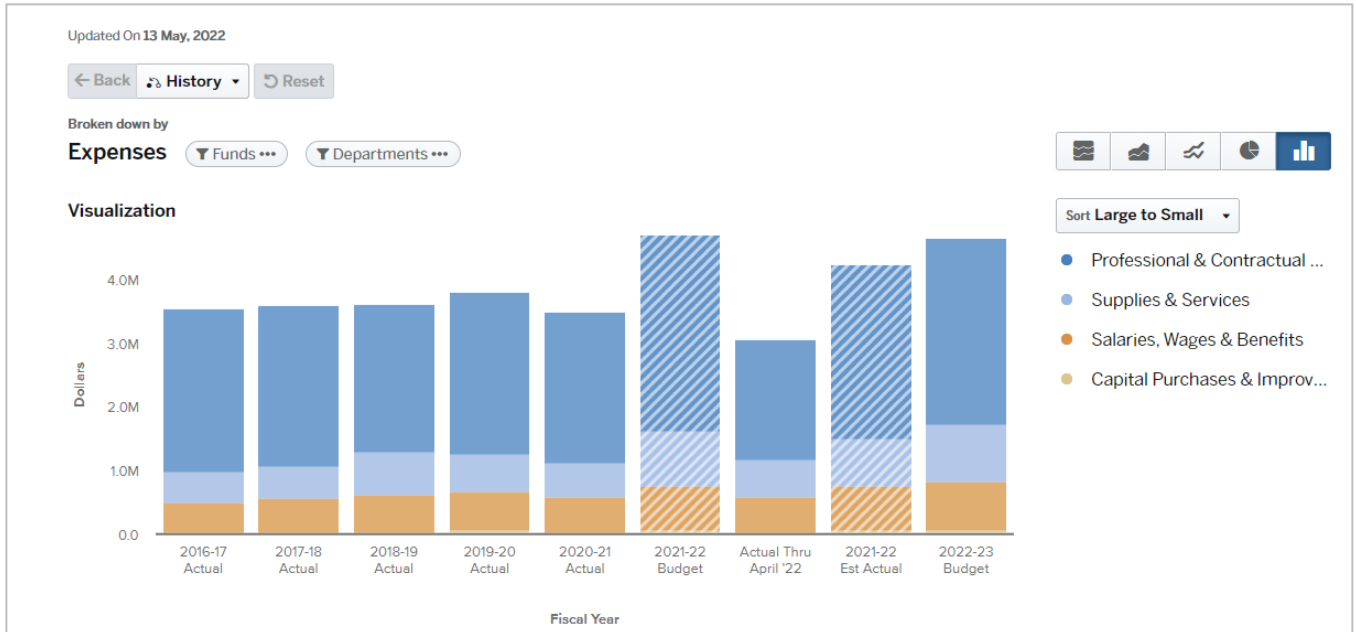
The total Public Works & Planning budget for FY 2022-23 is \$4,666,557. The **professional & contractual services** category represents 63% of the total budget and is the largest budget category. Unlike other departments, the Town contracts out its planning, engineering, and building functions.

## FY 2022-23 Public Works & Planning Budget by Department



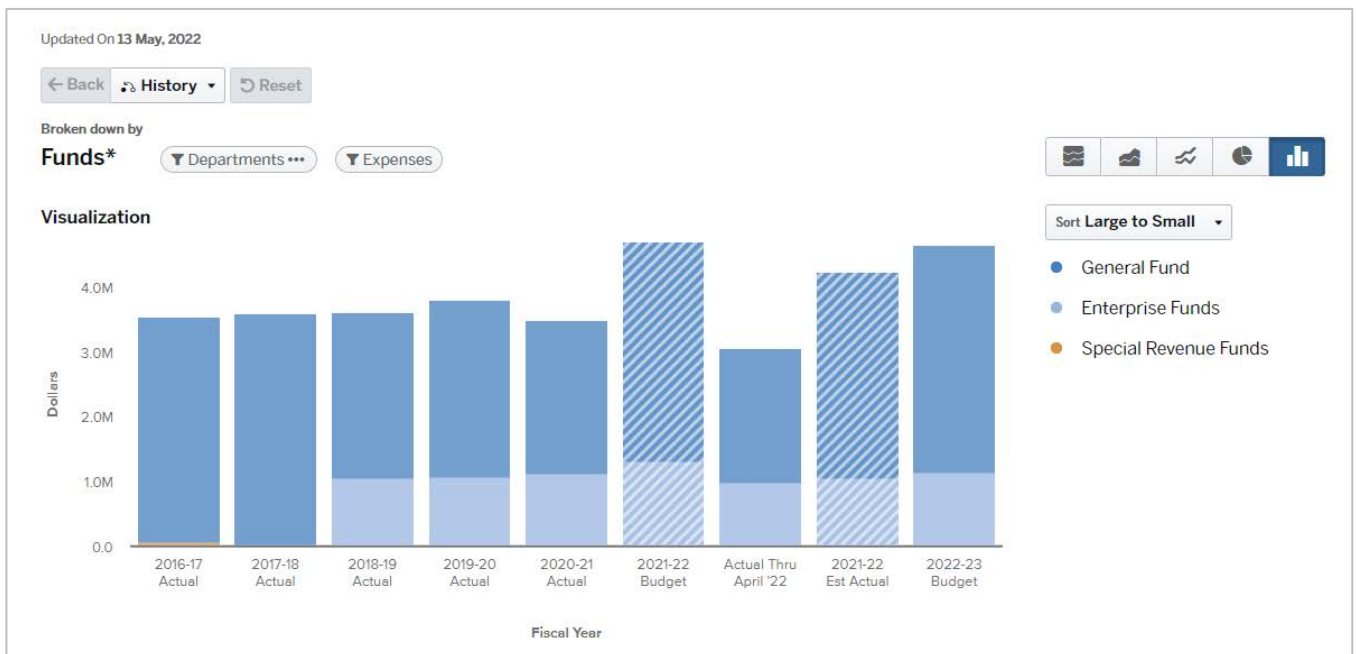
The Maintenance department includes Sewer Operations, a \$988,000 operation budget. More information is available in the departmental budget narratives.

## Expenditures by Categories



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
Professional & Contractual Services	\$ 2,571,210	\$ 2,541,362	\$ 2,325,657	\$ 2,550,864	\$ 2,378,541	\$ 3,078,770	\$ 1,891,829	\$ 2,755,738	\$ 2,922,000
Supplies & Services	477,205	501,794	677,270	589,089	536,129	855,632	582,511	742,600	916,584
Salaries, Wages & Benefits	500,611	562,161	599,743	612,929	590,444	700,632	587,839	693,534	756,117
Capital Purchases & Improvements	6,559	14,393	28,673	69,085	4,293	71,856	7,003	71,856	71,856
Total	\$ 3,555,586	\$ 3,619,710	\$ 3,631,343	\$ 3,821,967	\$ 3,509,407	\$ 4,706,890	\$ 3,069,183	\$ 4,263,728	\$ 4,666,557

## Expenditures by Funds





Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► General Fund	\$ 3,492,438	\$ 3,590,026	\$ 2,572,560	\$ 2,751,829	\$ 2,373,770	\$ 3,379,515	\$ 2,080,377	\$ 3,196,929	\$ 3,527,532
► Enterprise Funds	0	0	1,036,151	1,048,970	1,118,504	1,297,375	969,765	1,036,799	1,109,025
► Special Revenue Funds	63,148	29,684	22,633	21,169	17,133	30,000	19,041	30,000	30,000
<b>Total</b>	<b>\$ 3,555,586</b>	<b>\$ 3,619,710</b>	<b>\$ 3,631,343</b>	<b>\$ 3,821,967</b>	<b>\$ 3,509,407</b>	<b>\$ 4,706,890</b>	<b>\$ 3,069,183</b>	<b>\$ 4,263,728</b>	<b>\$ 4,666,557</b>

## Accomplishments

The following accomplishments are broken down by Division:

### Strategic Plan:

#### Engineering and Building Division (310):

- Completed the El Camino Real Bicycle and Pedestrian Plan.
- Completed the Mission Road Bicycle and Pedestrian Improvement Project
- Plan development and bid documents for:
  - The rehabilitation of the F Street Retaining Wall.
  - Mission Road Landscape Project.
  - 300 Block of F Street Road Rehabilitation.
  - High Visibility Crosswalk on Mission Road.
- Grant applications and administration.
- Rate study for Sanitary Sewer Enterprise Fund.
- Applied for and granted \$1.8 million for ECR Bike and Pedestrian project-Project Study Report (PSR).

#### Public Works Maintenance Division (320):

- Made various repairs to Historical Museum.

#### Planning Division (410):

- Completed the General Plan Update and the associated Environmental Impact Report (EIR), approved, adopted by City Council and recorded with San Mateo County Recorder's office.
- Started the process and public outreach as it relates to the Town's Housing Element Update.
- Implemented policies from the Climate Action Plan.
- Worked with Town's Franchise Waste Hauler and Businesses to comply with the SB 1383, Organic Waste Reduction Requirements.
- Participated in the next phases of El Camino Real Bicycle & Pedestrian Improvement Project.
- Continued participation in regional meetings (County and Bicycle and Pedestrian Plan, Grand Boulevard Initiative, RICAPS, County Stormwater Committees, County Flood and Sea Level Rise District, Bay Area Planning Directors Association, 21 Elements Housing, etc.).
- Applied for and received a grant for Master Bicycle and Pedestrian Master Plan.

### Operational:

#### Engineering and Building Division (310):

- Continued work on the Municipal Regional Permit Green Infrastructure program.
- Represented the Town at County and Regional meetings: Countywide NPDES meetings, C/CAG TAC, Colma Creek Flood Control Advisory and TAC meetings, San Mateo Sea

Level Rise committee and board meetings, Cal Building Official Association, CALBO, City and County Engineers and League of California Cities.

- Oversee repair of failed drainage line from CalTrans Right of Way.
- Started negotiations with South San Francisco on sewer rates and charges.
- Continued work with C/CAG and neighboring cities in developing the Smart Corridor Project in the North County.
- Worked with SFPUC and cemeteries on the potential of a reclaim water system.
- Worked with property managers, developers, and contractors to open several new businesses, Target remodel, Cadillac Dealership, Tesla Dealership, and new businesses at 280 Metro Mall.

#### **Public Works Maintenance Division (320):**

- Inspection and upkeep of Sterling Park Playground Equipment.
- Upgraded lighting at Sterling Park Recreation Facility.
- Installed reflective borders on the signal head.
- Installed street signage, street striping and pavement markers.
- Made minor repairs and Paint Train Depot.
- Installed flashing beacon for-pre warning for curve in roadway.
- Repaired various retaining walls along roadway.
- Made drainage improvements at Police Facility.
- Responsible for the cleaning and recording of 275+ storm drains throughout with in the right of way and facilities.
- Inspected commercial facilities regarding FOG compliance (Fats, Oil and Grease) along with stormwater compliance.
- Certified all Town-owned domestic and irrigation backflow devices.
- Made minor facility repairs and maintenance & oversight of the landscape and janitorial contracts.
- Attended Integrated Pest Management Countywide meetings.
- Conducted annual street sweeping activities, cleaning 660 miles of Colma roads.
- Continued staff training.

#### **Planning Division (410):**

- Continued work with San Mateo County on the Local Hazard Mitigation Plan update.
- Continued to monitor legislation and propose ordinance amendments, if required.
- Continued to participate in activities and meetings related to economic development.
- Continued to represent Colma in regional meetings.
- Continued to process current planning development applications.
- Continued work with property owners to resolve property maintenance issues.
- Continued participation in the Auto Retailers and Cemetery outreach meetings.

#### **Performance Measures:**

The 2022-23 Goals in the images below reflects the annual average. All three slides of the Public Works & Planning performance measures presentation are available below as separate images. The link to the digital budget for this section is

[https://stories.opengov.com/colmaca/published/zaEjU\\_Rbel](https://stories.opengov.com/colmaca/published/zaEjU_Rbel)



## Engineering & Building



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Processing permit applications and first review of plans within fifteen working days	57 100%	69 100%	56 100%	50 100%
Average number of working days to process a permit Plan Check	15	15	15	15
Capital Projects (Annual Cost / Number of projects)	\$920,400/11	\$2,779,000/7	\$2,339,000/11	\$3,513,000/16

## Public Works Maintenance



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Sweep all the Town's roadways (23 lane miles) at least once per month, commercial areas twice a month	100%	100%	100%	100%
Respond to maintenance calls within one business day	100%	100%	100%	100%

## Planning



Department Duties	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Goals
Code compliance cases opened (does not include first and second notices)	8	5	3	5
Permits issued administratively: Sign Permit, Temporary Banner Permits, Temporary Use Permits, Administrative Use Permit, Tree Removal Permit and Home Office Permit	22	46	24	22
Permits requiring Council approval: Major Design Review, Variance, Planned Development, Major Use Permit, Parcel Map, Subdivision, Recycler's Permit	8	5	1	4
Percentage of permits completed in compliance with Permit Streamlining Requirements	100%	100%	100%	100%

## COVID Response

Though an adjustment at the beginning, the Engineering, Planning and Building Divisions successfully shifted to remote operations as a result of the Covid-19 shelter in place order. The Planning and Engineering Divisions were able to assist the public remotely by phone, email and virtual conferencing conducting administrative hearings, preconstruction meetings, bid openings, committee meetings and other. Planning and Permit applications along with plan reviews were taken in and processed electronically. Town staff from the Planning and Building Departments assisted various businesses with temporary use permits or plan reviews for their temporary outdoor structures. Many within our department were obligated to perform work that involved working within the Right of Way, facility operations, and project inspections. Obligations where one had to encounter the public, staff adhered to strict Covid-19 best management practices to continue the duties that their department were obligated to perform. The Planning Division was also very active in sending out regular e-blasts and community memorandums to the business community offering information about financial assistance, loans, operating restrictions, along with a weekly (now every other month) update meetings with cemeteries.

## Future Objectives

### Strategic Plan:

#### Engineering and Building Division (310):

- Work with County Transit Authority and CalTrans on the ECR Bicycle and Pedestrian Improvement project, select and oversee consultant for the Project Study Report, (PSR). 90% of this project is funded through Measure W Grant.
- Complete the rehabilitation of the F Street Retaining wall.
- Complete the Mission Road High Visibility Crosswalk.
- Start the 1st phase of the Storm Drain Assessment Project.
- Complete the Mission Road Landscape project.
- Complete resurfacing of Town-owned facility parking lots.
- Continue work on the formation of the Town's Sanitary Sewer Enterprise Fund.
- Continue work in establishing easements with the various property owners as it relates to Colma Creek.
- Resume the study of annexing Colma's portion in the Colma Street Light District and the potential of creating the Town's own Street Light & Landscape District.

#### Public Works Maintenance Division (320):

- Work with staff to establish RFP for HVAC maintenance Contract.
- Institute new asset management program.

#### Planning Division (410):

- Complete the Housing Element update.
- Update reach codes at the time of building code adoption.
- Commence and complete Zoning Code update.
- Continue to participate in activities and meetings related to economic development.
- Work with Cal Recycle and Town waste hauler regarding strategies for SB 1383, Organic Waste Reduction compliance and residential and business outreach as it relates to waste stream recycling.
- Further the Public Art CIP program.

### Operational:

#### Engineering and Building Division (310):

- Continue negotiations with South San Francisco and NSMCSD on new sewer agreements.
- Develop a cost recovery system for stormwater Business inspections.
- Continue work with SFPUC, NCSMSD, Cal-water, and Cemeteries regarding a reclaim water system.
- Establish an equipment replacement fund.
- Represent Town at Local, County-wide, Regional and State required meetings and conferences.

#### Public Works Maintenance Division (320):

- Perform minor construction and painting as needed.
- Establish Monthly training programs to further develop maintenance staff.
- Work with the Sustainability group to meet our Climate Action Plan and Goals.

- Continue work with the County Stormwater program and the SF Regional Boards' goals of reducing trash in the Town's waterways.
- Work with local businesses to be compliant with stormwater discharge adherence and their FOG Program.
- Work with staff on a request for proposal for tree maintenance services and tree safety program.
- Continue work on the Town's Sidewalk safety program.
- Establish a roadway striping and signage program.
- Join the Maintenance Superintendents Association.
- Continue to certify all Town-owned backflow devices.
- Monitor and manage minor encroachment work.
- Continue working with the County Integrated Pest Management (IPM) program.

#### **Planning Division (410):**

- Continue work with San Mateo County on the Local Hazard Mitigation Plan update.
- Continue to process planning development applications.
- Continue implementation of policies pertaining to the Climate Action Plan.
- Continue to represent Colma in local & regional meetings.
- Continue to monitor legislation and propose ordinance amendments, if required.
- Monitor and review plans, development proposals, and environmental documents of surrounding communities and utility companies to assure that the interests of the Town are considered.
- Outreach with Businesses and residents regarding sustainability goals, alternative energy resources, and water conservation.
- Continue participation in the Auto Retailers and Cemetery outreach meetings.
- Continue work regarding Town wide Code Enforcement.



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## Department Description

The Division consists of the following functions: Public Works Administration, Engineering and Building. Contract professionals provide the staffing for the day-to-day duties; the five-year Capital Improvement Program (CIP); the County wide Storm Water NPDES permitting and maintenance program; annual sewer service maintenance and charges; solid waste, recycling and sustainability programs; sanitary sewer system maintenance and reporting requirements; right of way infrastructure, Geographical Information System (GIS) upkeep and other daily and annual service activities. The Division assists the Public Works Maintenance and Planning Divisions and the Town's Police and Recreation Departments in their current and future infrastructure and facility needs. The Division provides comprehensive engineering, building inspection and CASp (Certified Access Specialist) inspection and consulting services; processes building, grading and encroachment permits; and provides plan review and inspection services for land development projects. These activities are partially supported by fees.

## Staffing

Public Works Administration, Engineering and Building Division services are provided under contract with CSG Consultants. The Division coordinates with the Public Works Maintenance Division but does not oversee operations.

## Revenues Summary

The Engineering and Building departments generate revenues from permit activities. The fees and charges collected offsets the services provided for encroachment review, inspection, and other development activities. The fees and charges assessed are based on the City Council approved cost of service fee study and has a target recovery of 90%. The total FY 2022-23 Engineering & Building revenues budget is \$240,794 and the expenditures budget is \$938,500. The difference of \$697,706 is supported by non-departmental General Fund revenues.

Updated On 13 May, 2022

← Back History ↻ Reset

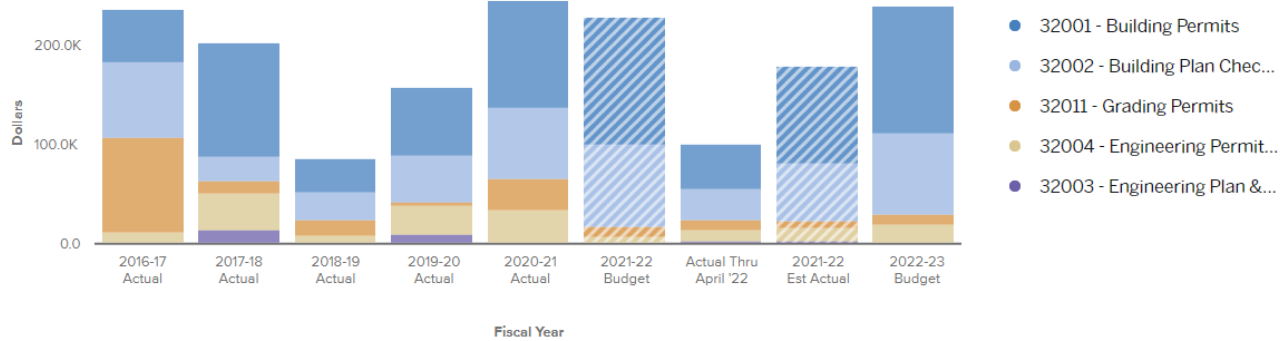
Broken down by

Licenses - Engineering & Building

Funds

Revenue

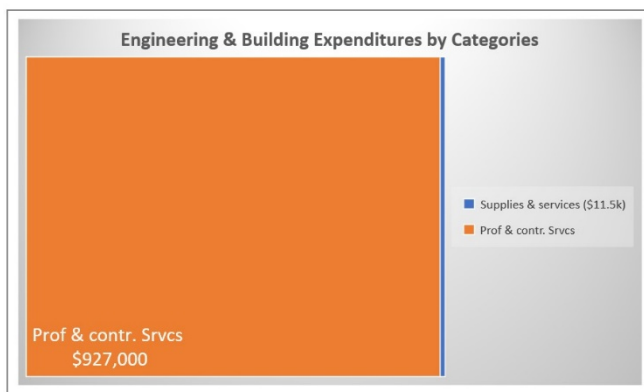
Visualization



	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
32001 - Building Permits	\$ 52,530	\$ 115,616	\$ 34,324	\$ 67,873	\$ 106,975	\$ 128,000	\$ 44,919	\$ 98,000	\$ 128,000
32002 - Building Plan Checking	76,688	23,697	28,051	47,272	71,448	83,000	31,178	58,000	83,000
32011 - Grading Permits	96,231	12,829	15,572	3,134	31,193	10,000	9,494	6,885	10,000
32004 - Engineering Permits Inspections	11,357	37,184	7,286	29,695	33,944	6,256	11,735	12,794	17,794
32003 - Engineering Plan & MAP Checking	492	14,474	1,422	9,950	1,325	2,000	3,410	3,784	2,000
<b>Total</b>	<b>\$ 237,298</b>	<b>\$ 203,800</b>	<b>\$ 86,655</b>	<b>\$ 157,924</b>	<b>\$ 244,886</b>	<b>\$ 229,256</b>	<b>\$ 100,736</b>	<b>\$ 179,463</b>	<b>\$ 240,794</b>

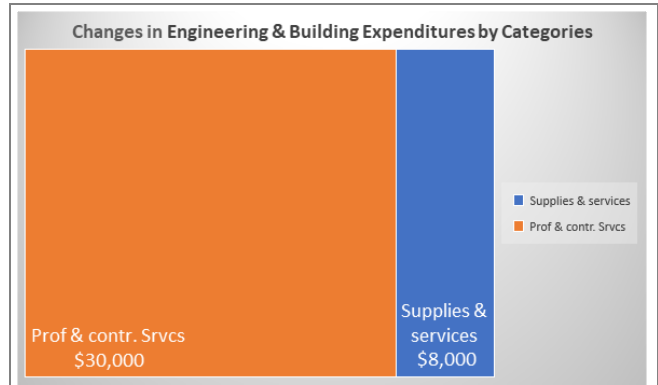
## Expenditures Summary

### FY 2022-23 Engineering & Building Budget



The total Engineering & Building budget for FY 2022-23 is \$938,500. The Town partners with a private company to provide engineering and building services. When comparing to the FY 2021-22 Budget, the increase is immaterial (\$500).

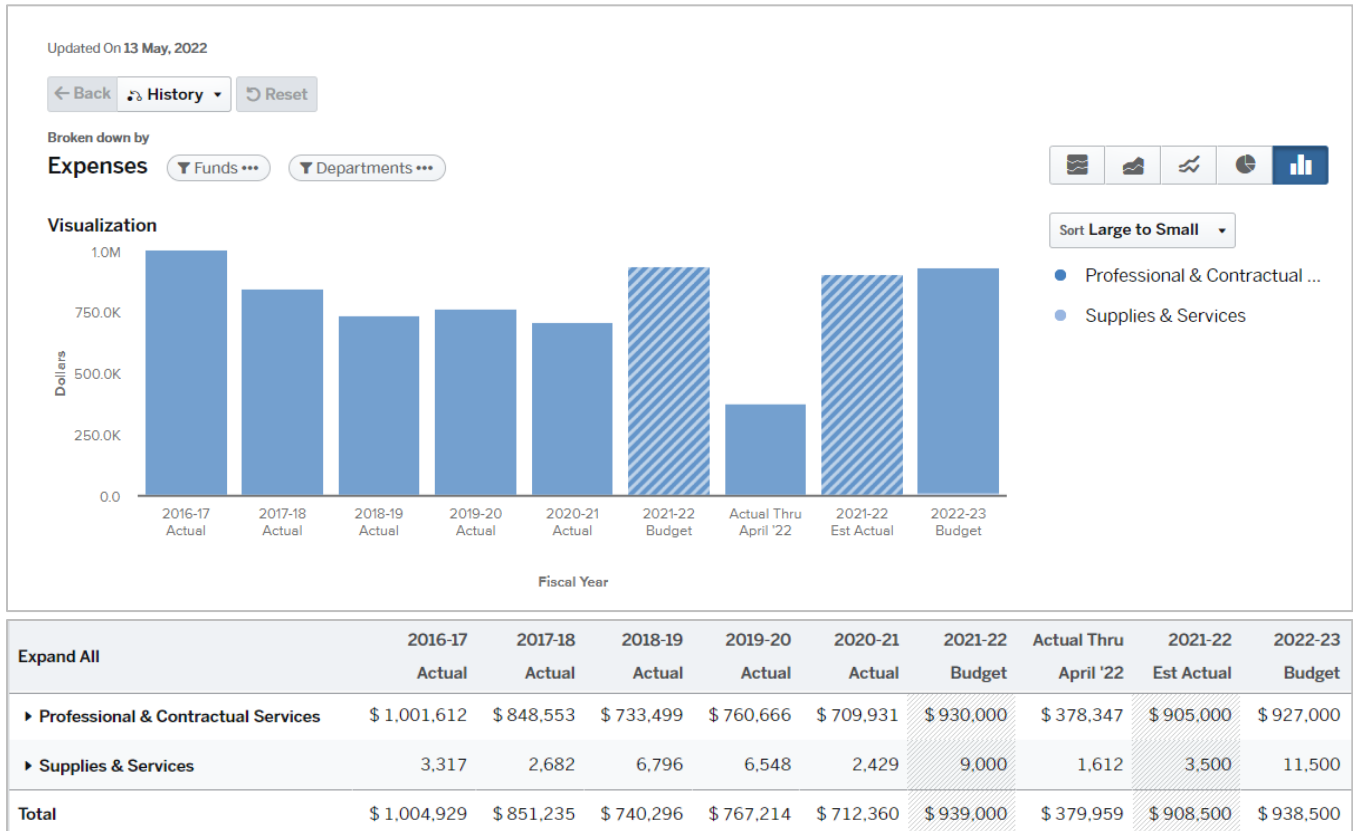
### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



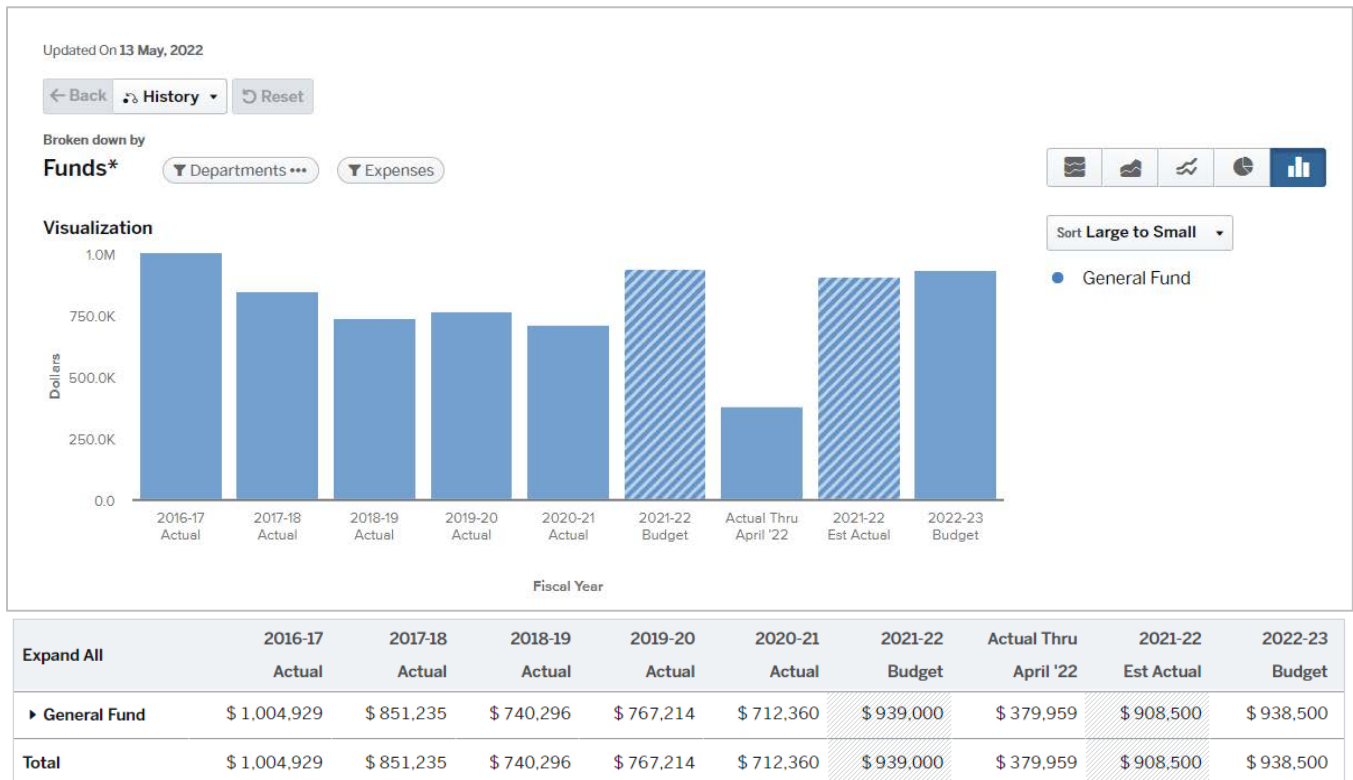
The FY 2022-23 budget is \$30,000 or 3% more than the FY 2021-22 Estimated Actual. A majority of the increase is in **professional & contractual services**, and it is to reset the FY 2022-23 Budget to be the same as FY 2021-22 Budget.



## Expenditures by Categories



## Expenditures by Funds





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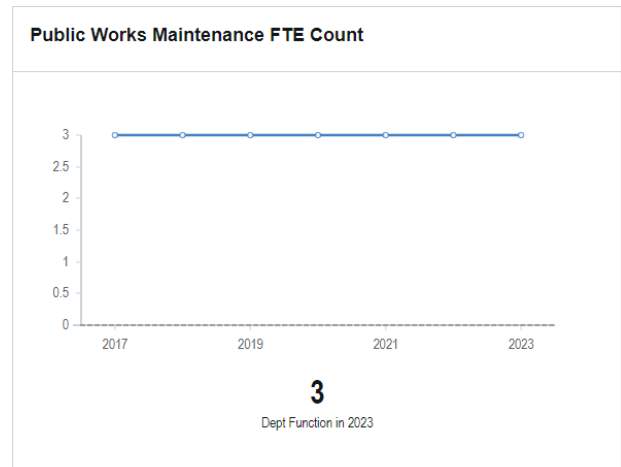
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## Department Description

The Public Works Maintenance/Sewer Division is responsible for the upkeep and maintenance of public streets, sidewalks, traffic signals, streetlights, storm water systems and public facilities. The Division also manages roadway weed and litter control and graffiti abatement; participates in the National Pollutant Discharge Elimination System (NPDES) Storm Water Program; and are the first responders to sanitary sewer overflows. The Division also manages the landscape, facility janitorial and HVAC maintenance contracts.

## Staffing

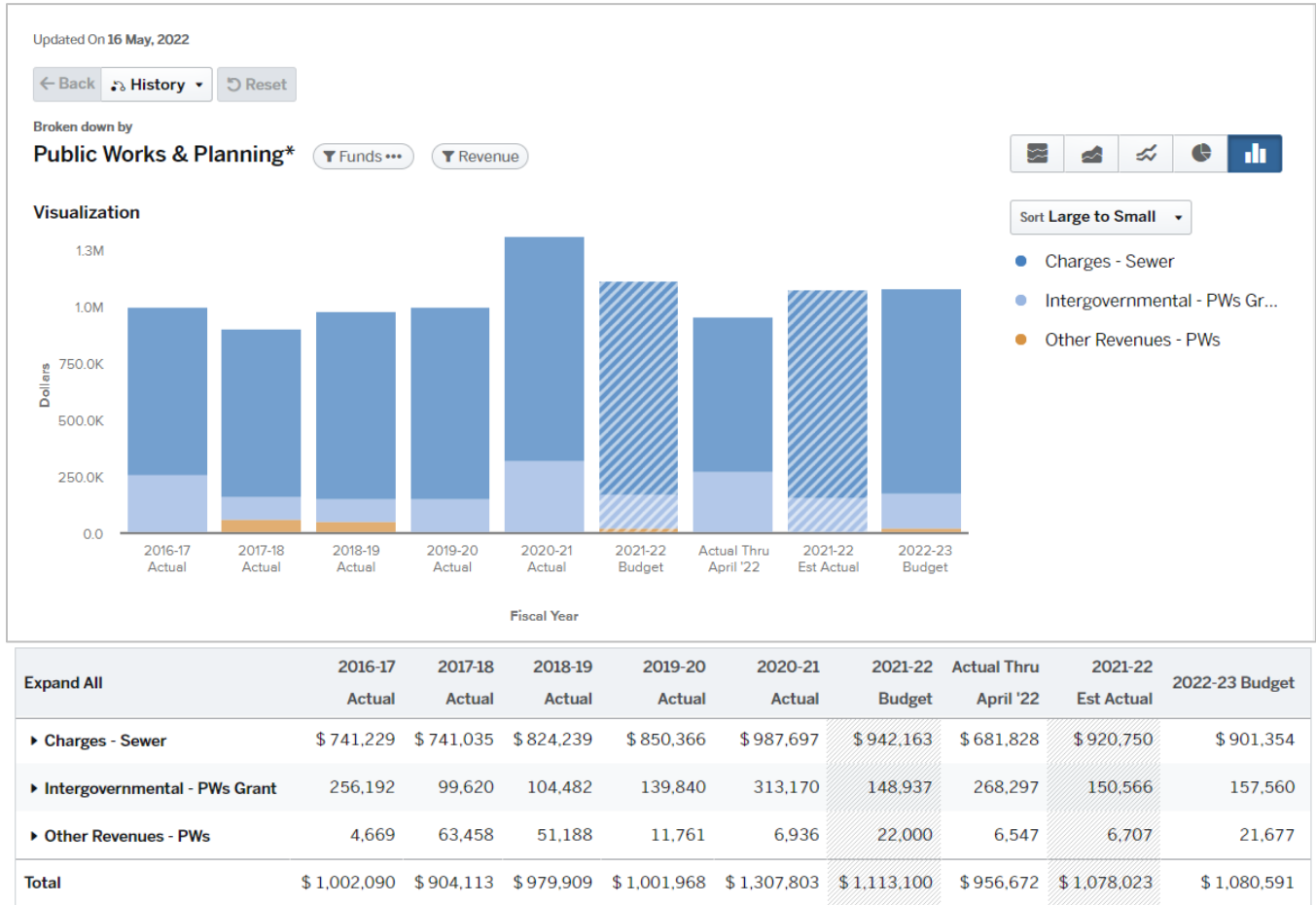
The Division is composed of one Maintenance Supervisor and two Maintenance Technicians, overseen by the City Manager.





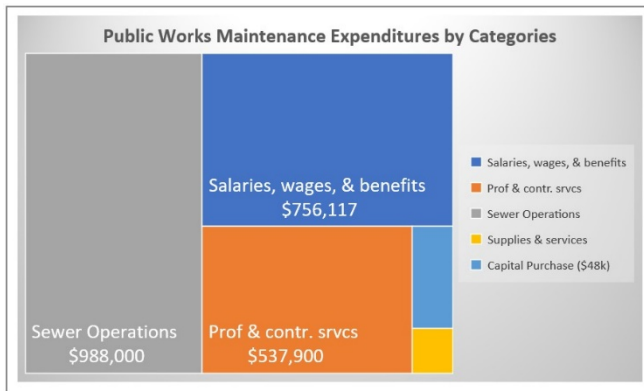
## Revenues Summary

The FY 2021-22 Public Works Maintenance revenues budget is \$1,105,897 with \$901,354 in sewer operations (Fund 81), \$157,560 from State and County grant allocations, and \$21,667 in General Fund (Fund 11) reimbursement. The sewer fees collected offsets the sanitary sewer operating cost of \$988,000.



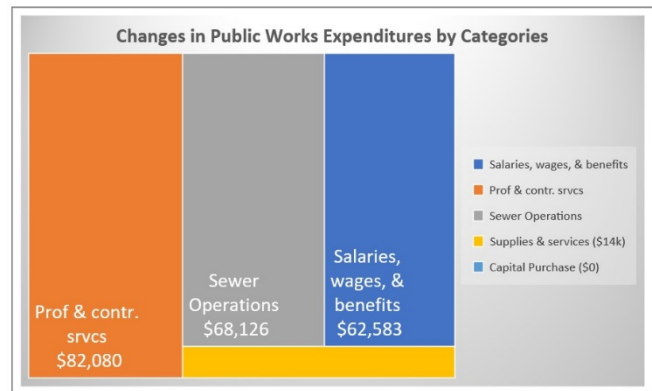
## Expenditures Summary

### FY 2022-23 PW Maintenance Budget



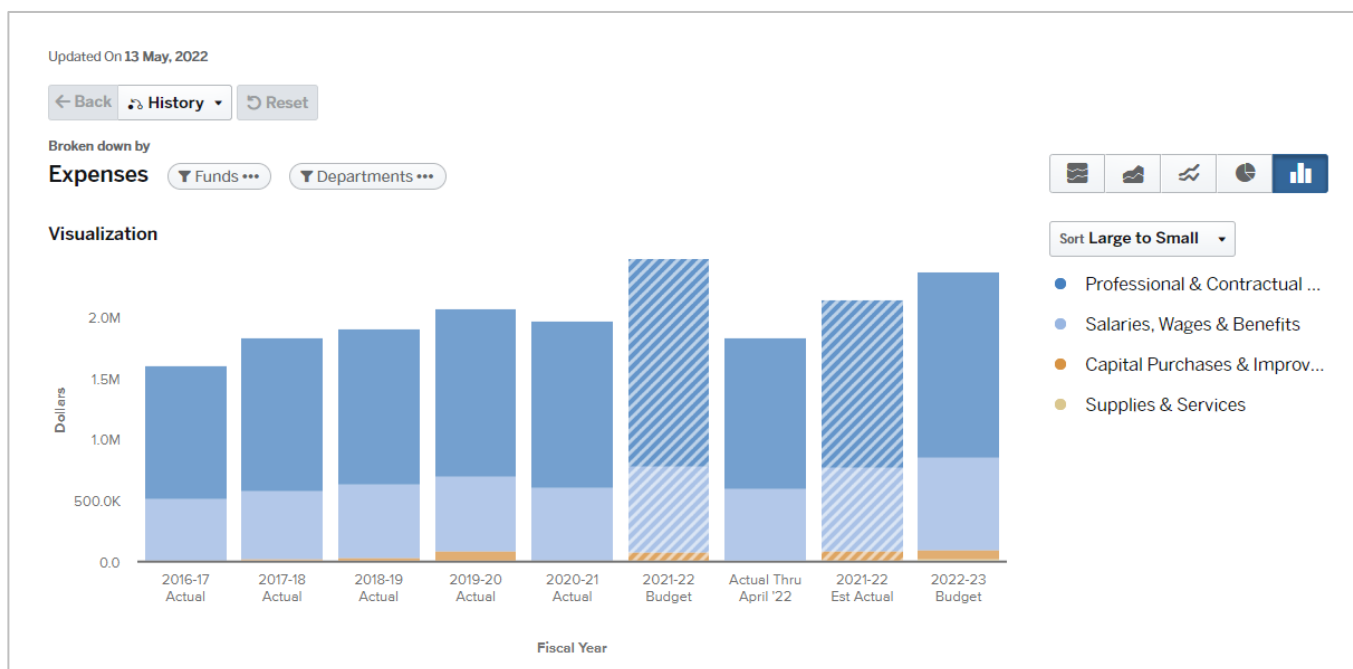
The total Public Works Maintenance budget for FY 2022-23 is \$2,385,562. The **Sewer operations** budget is \$988,000, or 41% and the **salaries, wages, & benefits** budget is \$756,117 or 32%. **Professional & contractual services** is the third largest categories at \$537,900 or 23% of total budget.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



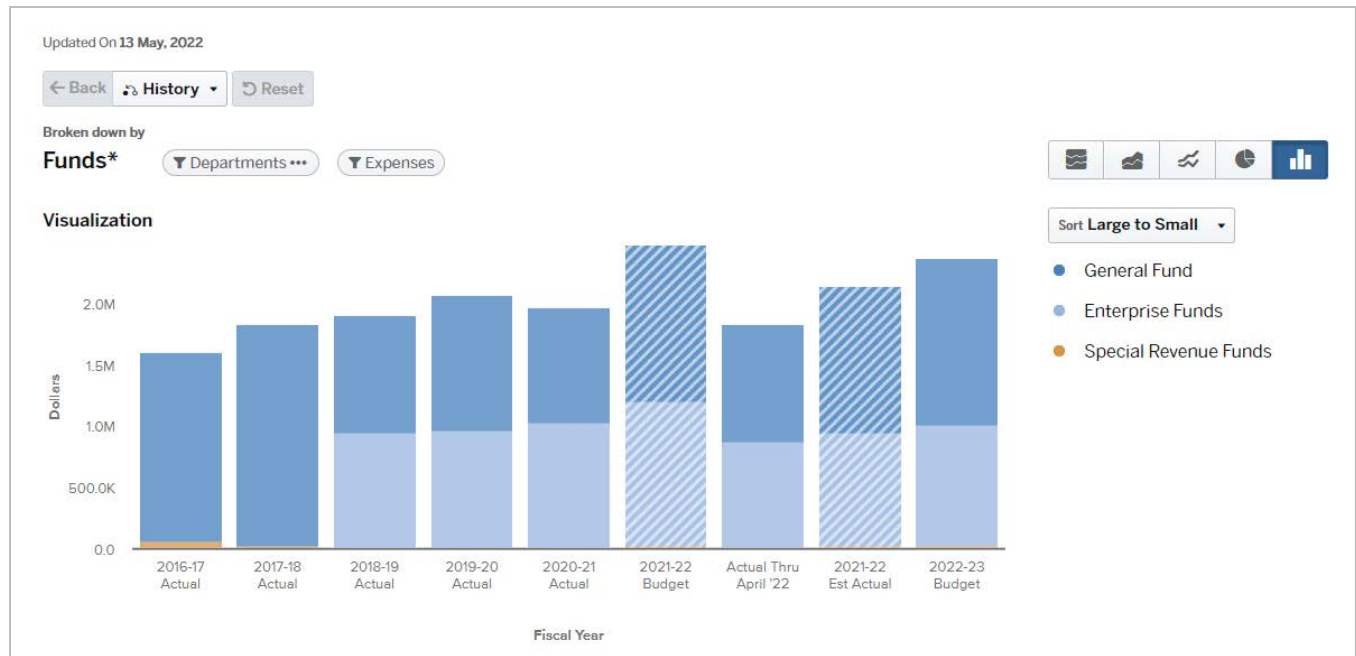
The FY 2022-23 budget is \$226,789 or 11% more than the FY 2021-22 Estimated Actual. The increase of \$82,080 in **professional & contractual services** is due to the resetting of the FY 2021-22 Budget. Part of the budget includes contingencies for roadway and public-right-of-way minor improvements. **Sewer operations** increased by \$68,126 and reflects the Town's projected increase for sewer treatment. **Salaries, wages, & benefits** increase of \$62,583 is related to COLA's and benefit changes.

## Expenditures by Categories



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Professional & Contractual Services	\$ 1,098,799	\$ 1,249,112	\$ 1,276,415	\$ 1,375,226	\$ 1,372,901	\$ 1,697,770	\$ 1,229,665	\$ 1,375,694	\$ 1,525,900
► Salaries, Wages & Benefits	500,611	562,161	599,743	612,929	590,444	700,632	587,839	693,534	756,117
► Capital Purchases & Improvements	6,559	14,393	28,673	69,085	4,293	71,856	7,003	71,856	71,856
► Supplies & Services	10,875	13,935	11,402	20,060	16,781	14,150	14,435	17,689	31,689
<b>Total</b>	<b>\$ 1,616,845</b>	<b>\$ 1,839,601</b>	<b>\$ 1,916,233</b>	<b>\$ 2,077,301</b>	<b>\$ 1,984,419</b>	<b>\$ 2,484,408</b>	<b>\$ 1,838,943</b>	<b>\$ 2,158,773</b>	<b>\$ 2,385,562</b>

## Expenditures by Funds



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► General Fund	\$ 1,553,696	\$ 1,809,917	\$ 961,098	\$ 1,107,512	\$ 944,439	\$ 1,274,058	\$ 956,546	\$ 1,208,899	\$ 1,367,562
► Enterprise Funds	0	0	932,502	948,620	1,022,846	1,180,350	863,355	919,874	988,000
► Special Revenue Funds	63,148	29,684	22,633	21,169	17,133	30,000	19,041	30,000	30,000
<b>Total</b>	<b>\$ 1,616,845</b>	<b>\$ 1,839,601</b>	<b>\$ 1,916,233</b>	<b>\$ 2,077,301</b>	<b>\$ 1,984,419</b>	<b>\$ 2,484,408</b>	<b>\$ 1,838,943</b>	<b>\$ 2,158,773</b>	<b>\$ 2,385,562</b>



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## Department Description

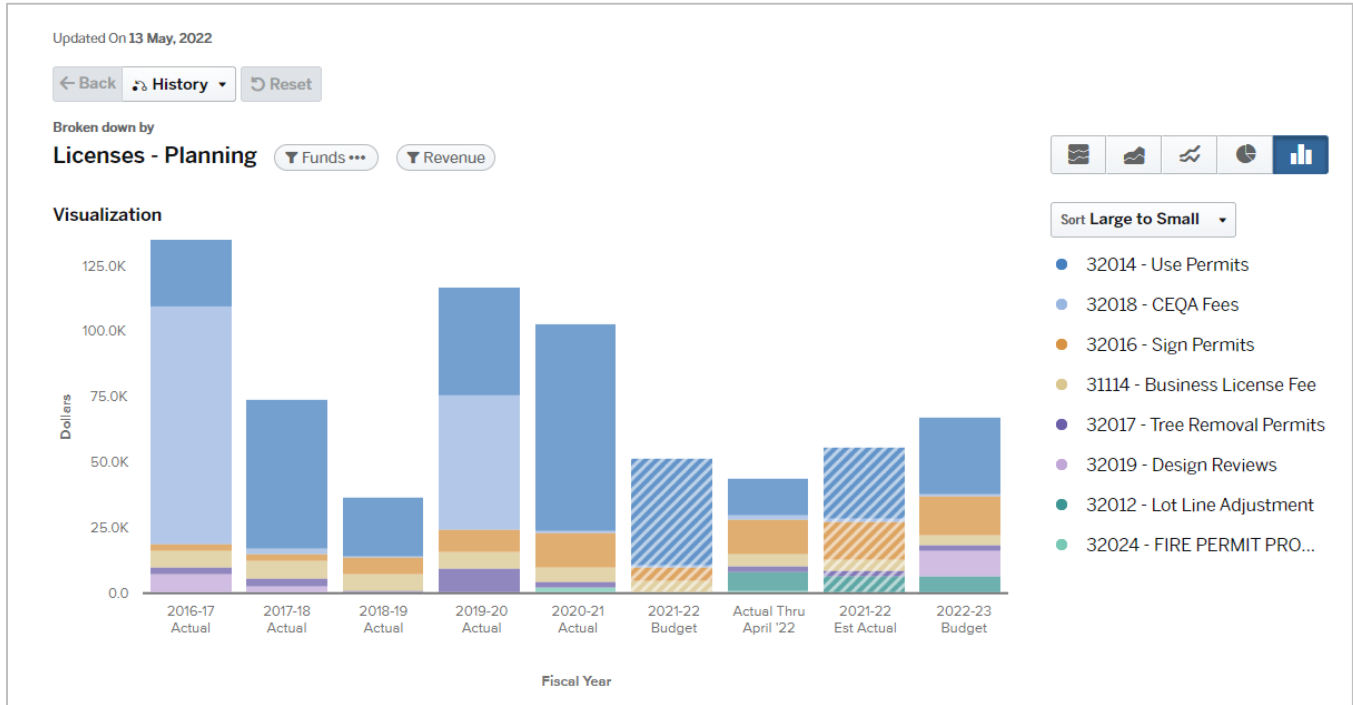
The Planning Division is responsible for Advanced (long range) Planning, Current Planning (application processing), Climate Action, Economic Development and Neighborhood Services. The Planning staff, in partnership with other Town staff, residents and the business community, implements the community vision for the physical development of Colma, as described in the General Plan. Specific activities include: preparing planning studies to update policies and regulations in light of changing laws and conditions to ensure Colma continues to be a desirable community in which to live, work, visit and recreate; coordination with or participation in County and regional planning efforts to represent Colma's interests; reviewing development proposals to ensure high quality and compatible development; reviewing all building permits for compliance with zoning requirements; enforcing codes and promoting property maintenance; and providing public information about planning and development.

## Staffing

The Town contracts with CSG Consultants for planning services – partially offset by fees. Professional contract staff, including the City Planner, an Assistant Planner, an Associate Planner, a Sustainability Manager, a Code Enforcement Officer and additional planning staff are available to assist the Town on an as-needed basis. Administrative support is provided by the Town's Administrative Technician, who is under the supervision of the City Clerk.

## Revenues Summary

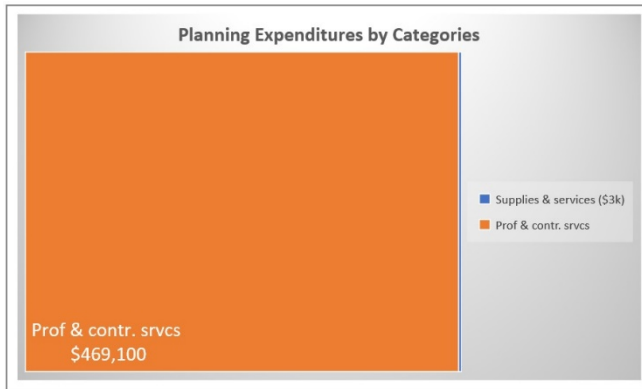
The FY 2021-22 Planning revenues budget is \$51,920 and the operating budget is \$451,000. Fees collected for planning activities are based on the 2018 cost of service fee study with a recovery target of 90%. Non permit related activities are supported by General Fund revenues.



	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
32014 - Use Permits	\$ 25,094	\$ 56,722	\$ 22,324	\$ 41,248	\$ 79,066	\$ 40,972	\$ 13,960	\$ 27,000	\$ 29,000
32018 - CEQA Fees	90,748	2,105	767	51,548	801	801	1,602	1,335	1,000
32016 - Sign Permits	2,522	2,650	6,106	8,239	13,012	5,172	13,283	14,663	14,663
31114 - Business License Fee	6,650	7,000	6,325	6,575	5,875	4,975	4,628	4,000	4,000
32017 - Tree Removal Permits	2,370	2,844	474	9,707	1,833	0	2,333	2,333	2,000
32019 - Design Reviews	7,639	2,925	975	0	0	0	0	0	10,000
32012 - Lot Line Adjustment	0	0	0	0	0	0	6,955	6,649	6,649
32024 - FIRE PERMIT PROCESSING	0	0	0	0	2,675	0	1,350	0	0
<b>Total</b>	<b>\$ 135,023</b>	<b>\$ 74,246</b>	<b>\$ 36,971</b>	<b>\$ 117,317</b>	<b>\$ 103,262</b>	<b>\$ 51,920</b>	<b>\$ 44,111</b>	<b>\$ 55,980</b>	<b>\$ 67,312</b>

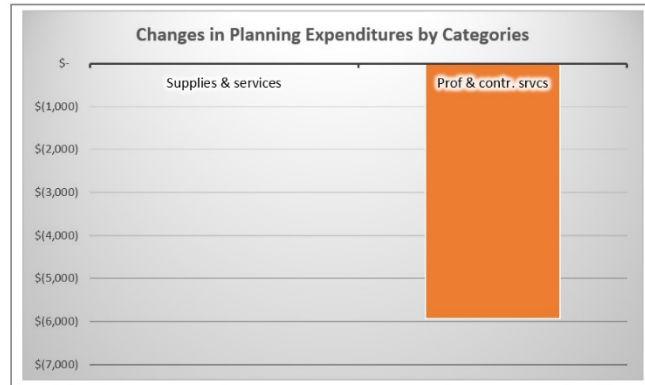
## Expenditures Summary

### FY 2022-23 Planning Budget



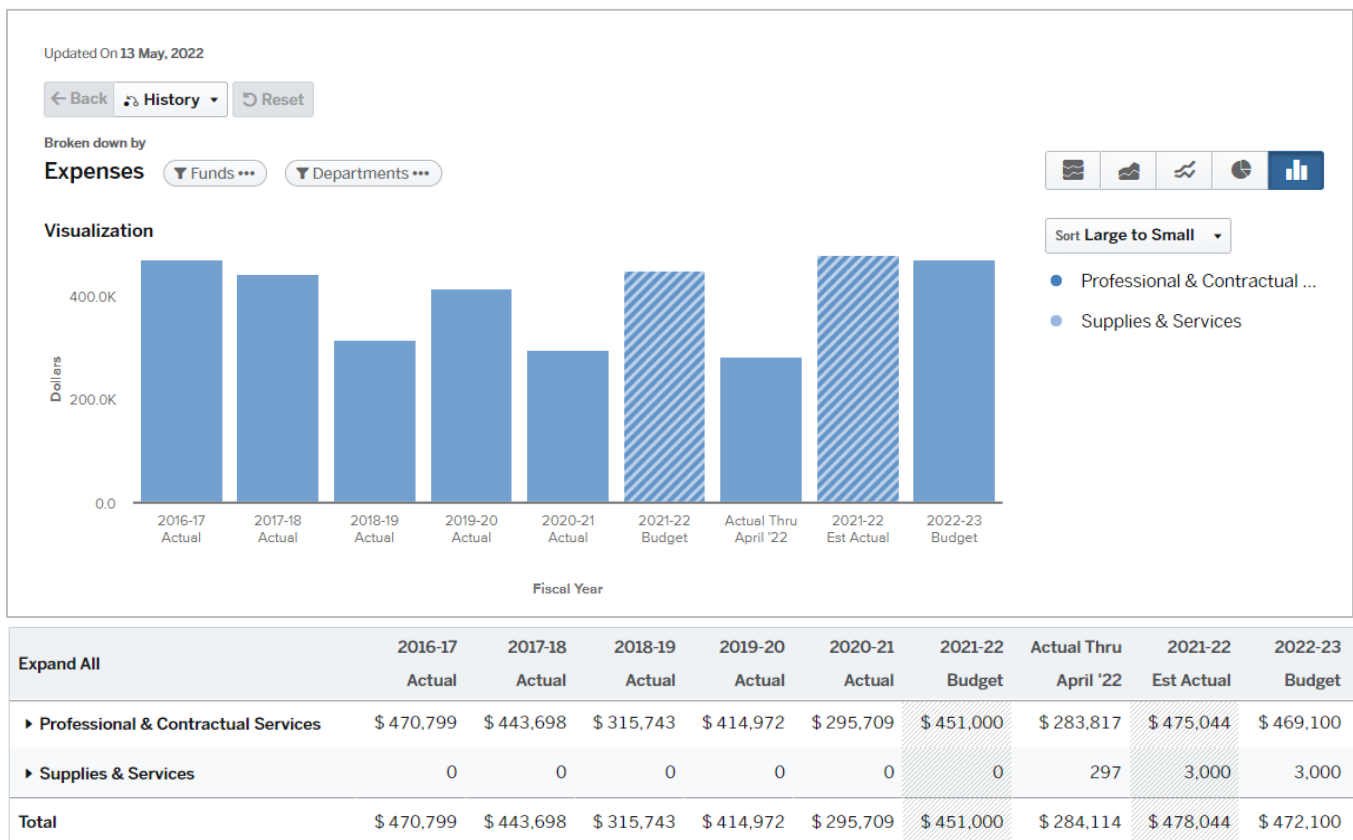
The total Planning budget for FY 2022-23 is \$472,100. Similar to Engineering & Building, the Town partners with a private company in providing planning and sustainability services.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



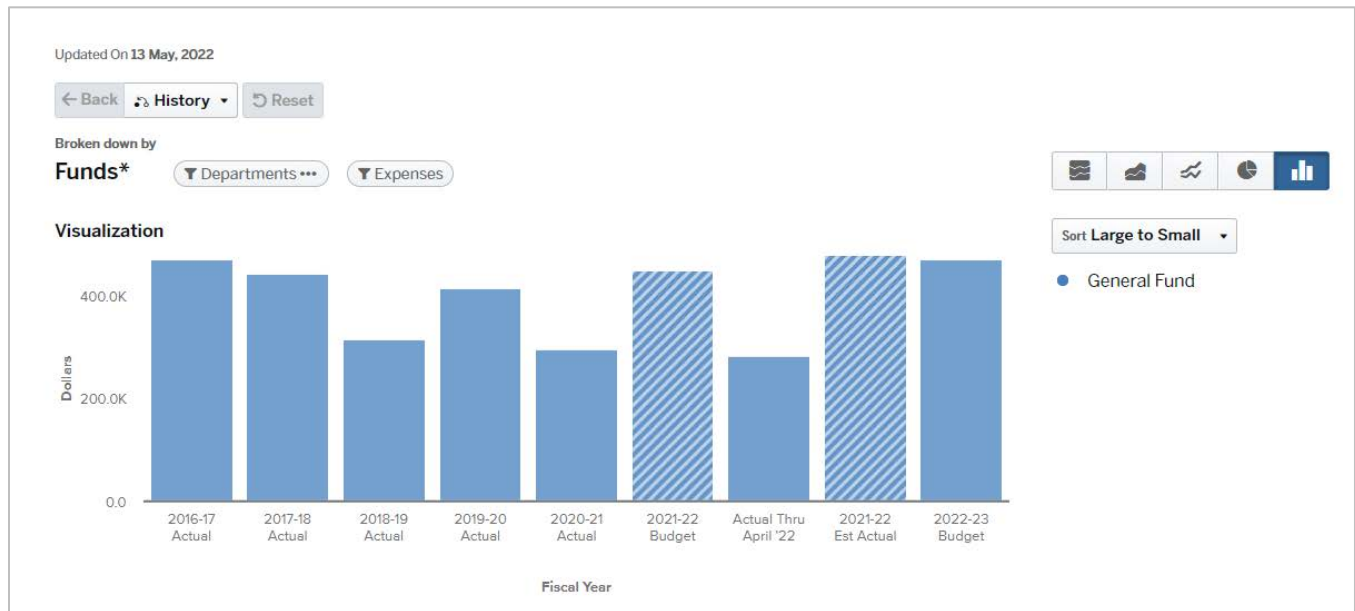
The FY 2022-23 budget is \$5,944 or 1% less than the FY 2021-22 Estimated Actual. The budget for **Code Amendments** and **Advanced Planning** services were reduced with the recently adopted General Plan update, and the **Sustainability Services** budget was increased to address Senate Bill 1383 mandates.

## Expenditures by Categories





## Expenditures by Funds



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► General Fund	\$ 470,799	\$ 443,698	\$ 315,743	\$ 414,972	\$ 295,709	\$ 451,000	\$ 284,114	\$ 478,044	\$ 472,100
Total	\$ 470,799	\$ 443,698	\$ 315,743	\$ 414,972	\$ 295,709	\$ 451,000	\$ 284,114	\$ 478,044	\$ 472,100



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## Department Description

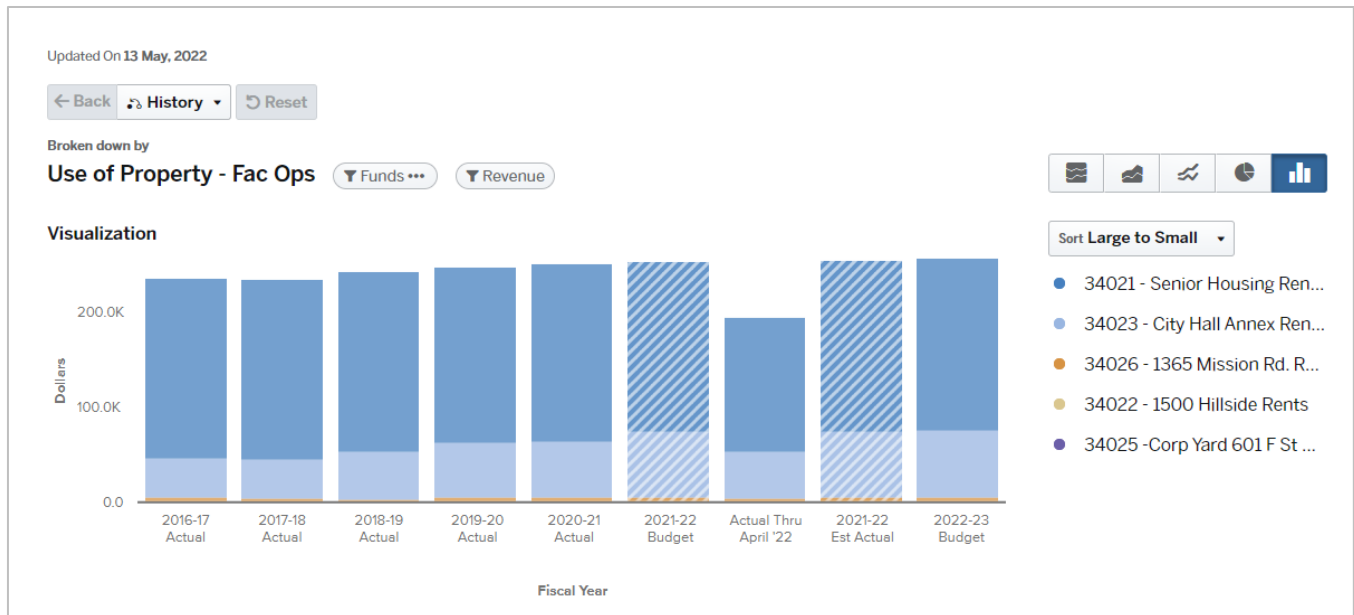
The Facility Operations Activity includes non-personnel operating expenses for all Town facilities, such as janitorial and landscape contract services for facilities, water, electricity, and pest control.

## Staffing

The Public Works Maintenance Supervisor oversees facility maintenance operations, and the staffing cost is fully charged to Public Works Maintenance Division.

## Revenues Summary

The FY 2021-22 Facility Operations revenues budget is \$257,207, with \$180,300 from Creekside Villas and Verano. Creekside Villas and Verano rental incomes are recorded in Fund 83, City Properties fund - an Enterprise Fund and are used to offset facility operation costs in Fund 83.

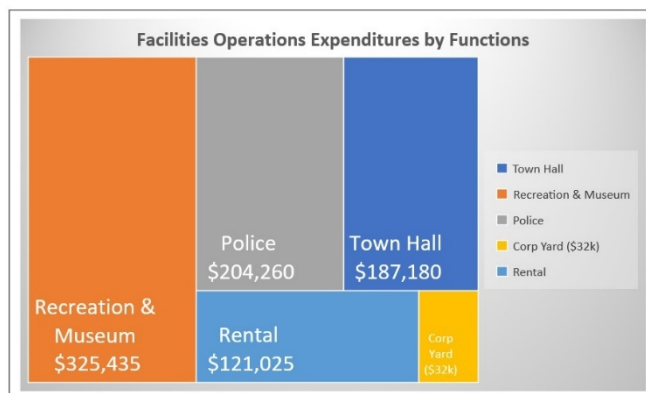




	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
34021 - Senior Housing Rents	\$ 190,045	\$ 189,823	\$ 189,494	\$ 185,423	\$ 187,214	\$ 180,297	\$ 142,225	\$ 180,297	\$ 180,297
34023 - City Hall Annex Rents	41,461	41,461	50,875	58,433	59,579	69,588	49,977	70,000	71,400
34026 - 1365 Mission Rd. Rent	5,888	4,276	3,814	5,508	5,508	5,508	4,131	5,508	5,508
34022 - 1500 Hillside Rents	1	1	1	1	1	1	1	1	1
34025 -Corp Yard 601 F St Rent	1	1	0	1	1	1	1	1	1
<b>Total</b>	<b>\$ 237,396</b>	<b>\$ 235,562</b>	<b>\$ 244,184</b>	<b>\$ 249,366</b>	<b>\$ 252,304</b>	<b>\$ 255,395</b>	<b>\$ 196,335</b>	<b>\$ 255,807</b>	<b>\$ 257,207</b>

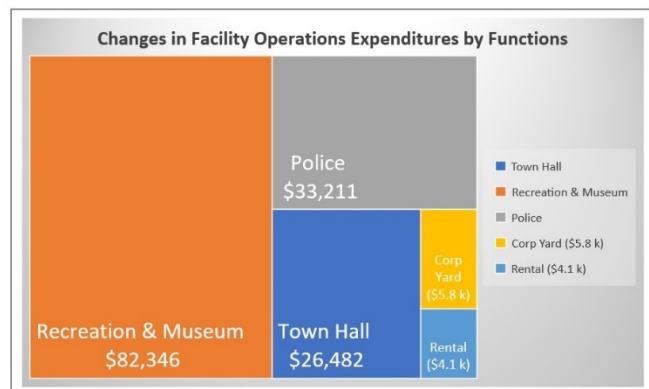
## Expenditures Summary

### FY 2022-23 Facilities Operations Budget



The total Facility Operations budget for FY 2022-23 is \$870,395. The **Recreation & Museum** budget of \$325,435 includes facility maintenance and services at Colma Community Center, Sterling Park, Colma Museum, and Bark Park. The next largest function is **Police**, at \$204,260 which includes the Police Station and the Gun range.

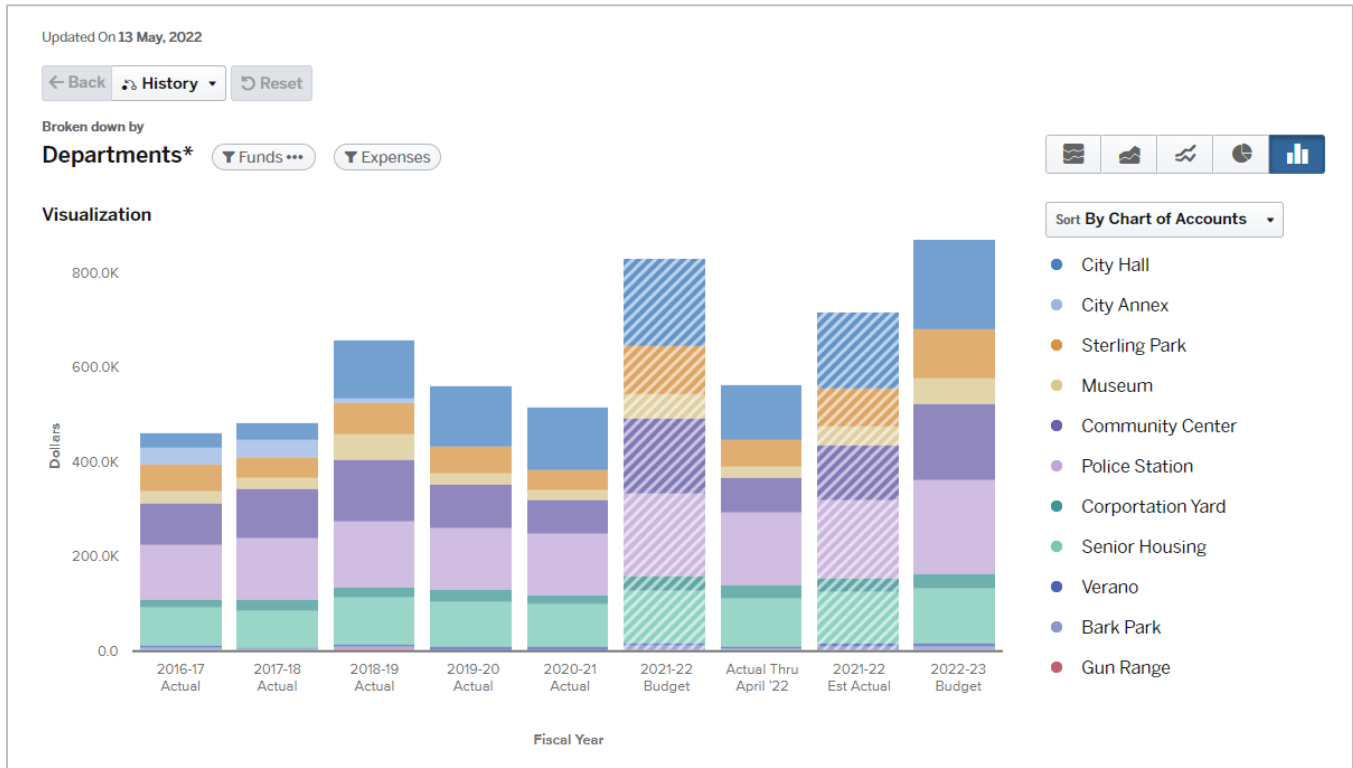
### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



The FY 2022-23 budget is \$151,984 more than the FY 2021-22 Estimated Actual. The largest increase for all facilities is interior and exterior maintenance at \$85,000, where several projects were deferred from FY 2021-22 to FY 2022-23, including a secondary entry to dispatch and repair to the cupola at Sterling Park.

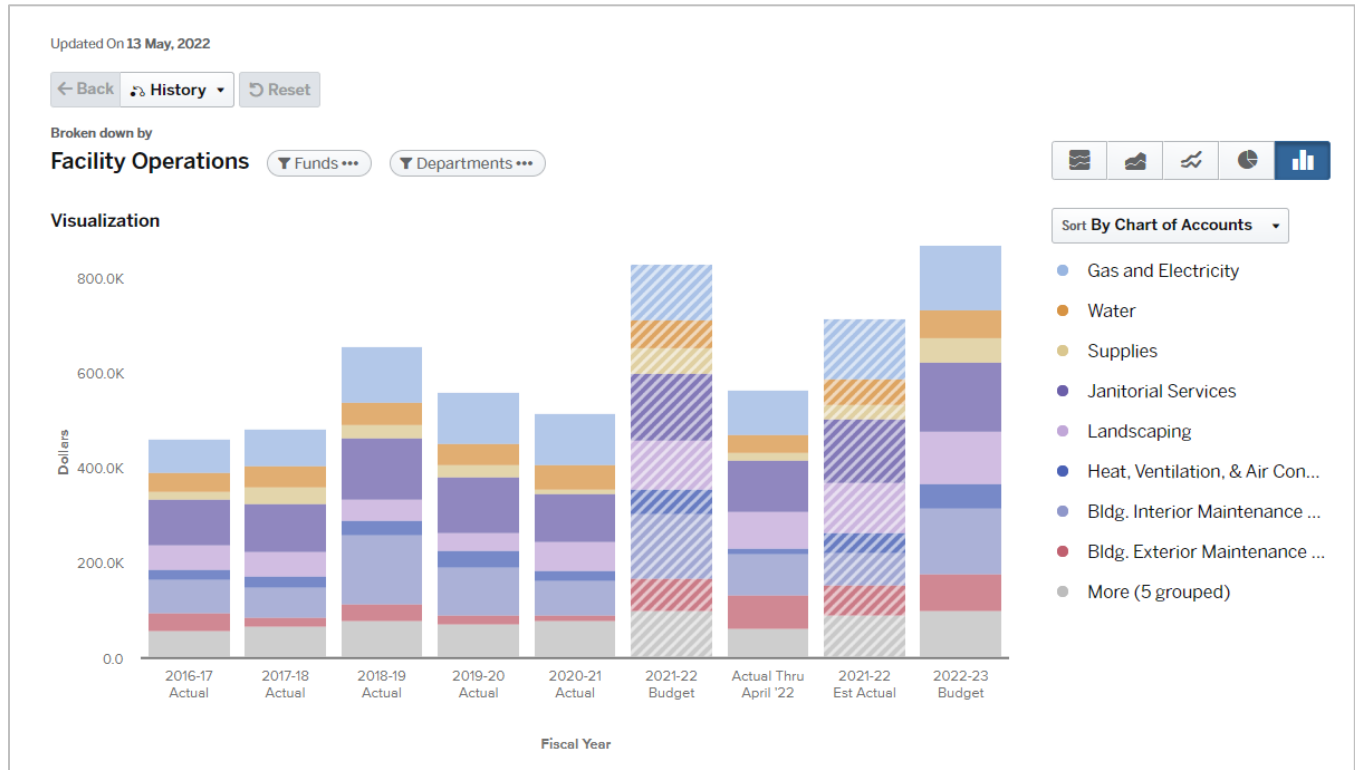
The next largest increase is related to supplies and services at \$53,800 - \$21,100 increase to account for first aid, cleaning supplies, masks and other personal protective equipment (PPE); and \$32,700 increase in services related to janitorial, landscaping, pest control, security systems, and HVAC system upkeep.

## Expenditures by Facilities



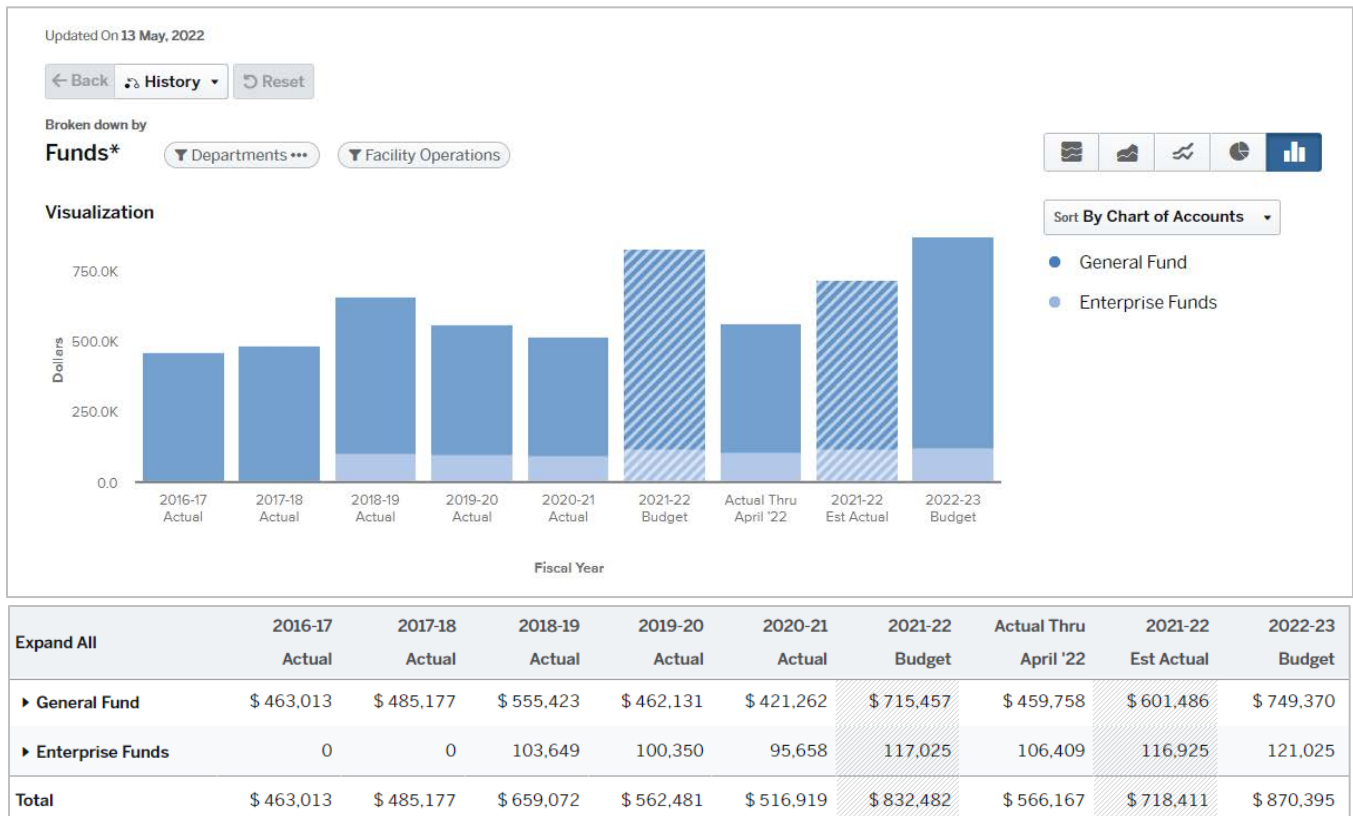
	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
City Hall	\$ 30,234	\$ 36,509	\$ 122,546	\$ 127,608	\$ 130,328	\$ 184,232	\$ 117,382	\$ 160,698	\$ 187,180
City Annex	36,266	36,137	9,954	0	0	0	0	0	0
Sterling Park	57,058	44,656	66,170	57,536	44,253	101,150	55,080	80,463	103,850
Museum	24,220	23,463	53,291	22,718	21,156	53,800	24,618	39,836	53,260
Community Center	88,232	104,029	131,536	92,462	69,409	157,125	72,633	115,940	160,875
Police Station	116,416	129,893	137,686	129,068	130,264	175,200	155,255	166,299	199,010
Corportation Yard	16,292	22,321	22,199	26,899	20,351	30,100	28,237	26,650	32,495
Senior Housing	78,951	77,773	99,141	94,958	90,352	110,925	101,627	110,325	114,125
Verano	5,456	4,061	4,508	5,392	5,305	6,100	4,782	6,600	6,900
Bark Park	8,161	4,494	5,914	4,084	4,281	8,600	3,908	6,850	7,450
Gun Range	1,726	1,841	6,129	1,758	1,220	5,250	2,645	4,750	5,250
<b>Total</b>	<b>\$ 463,013</b>	<b>\$ 485,177</b>	<b>\$ 659,072</b>	<b>\$ 562,481</b>	<b>\$ 516,919</b>	<b>\$ 832,482</b>	<b>\$ 566,167</b>	<b>\$ 718,411</b>	<b>\$ 870,395</b>

## Expenditures by Categories



	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
Janitorial Services	\$ 97,474	\$ 102,587	\$ 129,245	\$ 117,144	\$ 101,900	\$ 140,525	\$ 106,783	\$ 134,750	\$ 144,580
Gas and Electricity	70,967	78,501	118,122	108,566	108,156	118,300	93,138	128,483	133,925
Bldg. Interior Maintenance & Repair	70,076	63,808	145,126	100,453	72,040	137,400	88,037	68,043	139,000
Landscaping	51,173	51,929	44,032	37,613	61,759	105,000	79,170	105,100	110,400
Water	40,129	45,178	47,516	45,753	50,720	58,650	38,359	53,000	59,300
Bldg. Exterior Maintenance & Repair	36,265	18,616	35,290	19,097	11,672	69,000	70,468	64,675	78,000
Heat, Ventilation, & Air Conditioning	21,961	22,929	32,451	36,056	21,273	49,950	10,030	41,238	51,175
Supplies	15,124	33,566	27,480	24,401	8,835	53,550	16,732	31,448	52,550
Property Management HOA Dues	22,768	22,522	24,963	22,700	26,818	25,700	18,830	25,700	27,000
Telephone/Internet Services	17,883	24,625	22,664	21,247	23,524	27,707	17,224	21,964	24,075
Security System	6,223	8,555	16,378	18,430	17,664	26,750	17,653	27,209	29,500
Pest Control	11,267	10,520	8,165	9,265	11,340	15,350	7,099	12,200	16,290
Miscellaneous Maintenance	1,703	1,841	7,639	1,758	1,220	4,600	2,645	4,600	4,600
<b>Total</b>	<b>\$ 463,013</b>	<b>\$ 485,177</b>	<b>\$ 659,072</b>	<b>\$ 562,481</b>	<b>\$ 516,919</b>	<b>\$ 832,482</b>	<b>\$ 566,167</b>	<b>\$ 718,411</b>	<b>\$ 870,395</b>

## Expenditures by Funds





The Recreation Services Department provides programs, activities and events for Colma residents of all age groups ranging from youths to seniors at two park facilities: Colma Historical Park & Community Center and Sterling Park. Program elements include: Fitness, Enrichment, Special Events, Cultural Events, Sporting Events, Trips and Community Events. It is the goal of the Recreation Services Department to offer a balanced program ensuring all elements are offered to all age groups throughout the fiscal year.

Recreation program fees are subsidized using a system that provides a greater discount for programs that serve the community versus programs that serve the individual. The policy-based system was approved by the City Council in 2011 and the Department has typically recovered 12%-14% of department costs, including the recreation facilities maintenance budgets. In FY 2020-21, the Department is projected to recover 8% of department costs, including the recreation facilities maintenance budgets. The lower cost recovery rate is due to the Covid-19 pandemic and reduced revenues.

The Department has experienced an increase in program participation every year beginning in FY 2012-13. The increase is attributed to more in-house activities and community-based programming, ensuring opportunities for all populations. In FY 2020-21, staff had to alter traditional recreation programming and moved to an online and virtual platform with a few drive-through special events. Traditional recreation program participation suffered but online and virtual program participation did much better than expected.

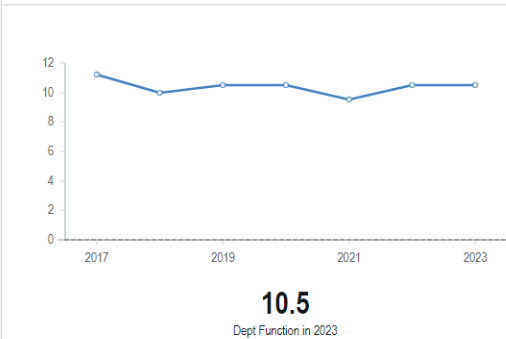
The 2017-2019 and 2020-2022 Strategic Plans call for the coordination and implementation of more community-based programming and additional recreation opportunities for the Teen population. Over the last few years, the Department has developed the following community-based programs and Teen activities: Halloween House Decorating Contest, Holiday House Decorating Contest, Super Bowl Party, Summer Concert Series, Friday Night Lights, Teen Center hours at Sterling Park, Teen L.E.Y.P program, Colma Community Fair and Bike Rodeo, Cinema at the Cemetery, Parol Lantern Workshop, Annual Holiday Tree Lighting, and Día De Los Muertos Festival. During the Covid-19 pandemic a lot of the above-mentioned programs were cancelled, and new online programming was developed.



# Staffing



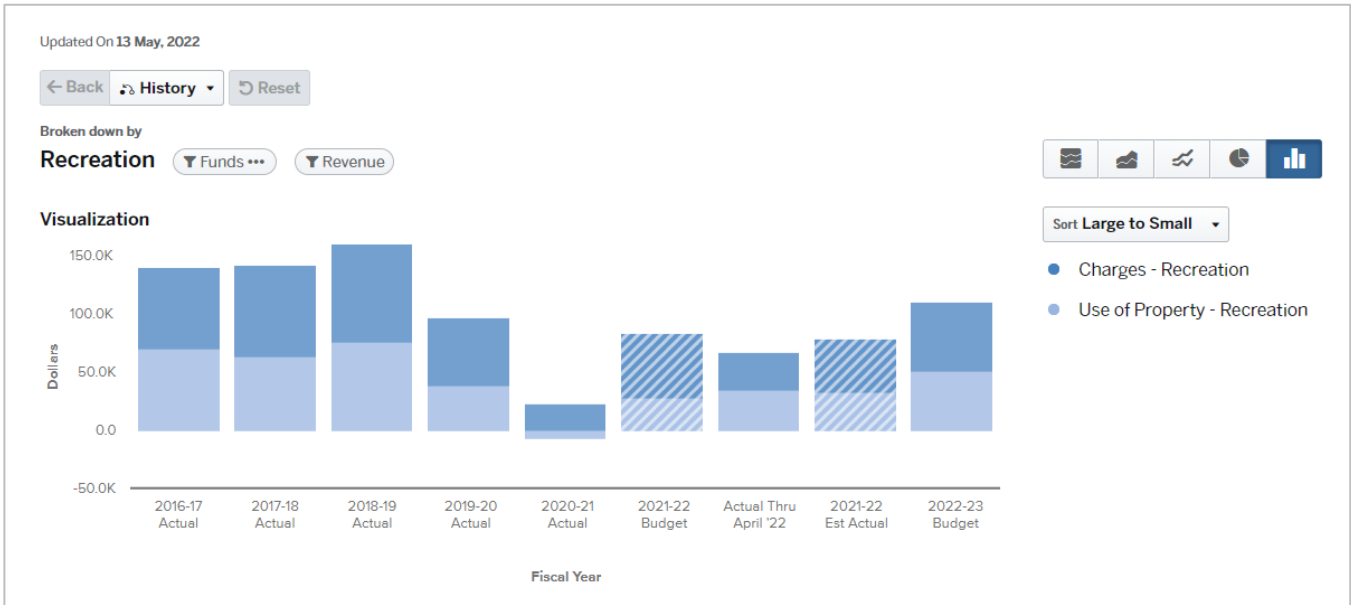
Recreation FTE Count



The staffing for this Department includes one Recreation Manager, two Recreation Coordinators, 2.5 FTE in part-time Facility Attendants and 2 FTE in part-time Recreation Leaders. In FY 2022-23 the Recreation Manager and Recreation Coordinator position were filled.

# Revenues Summary

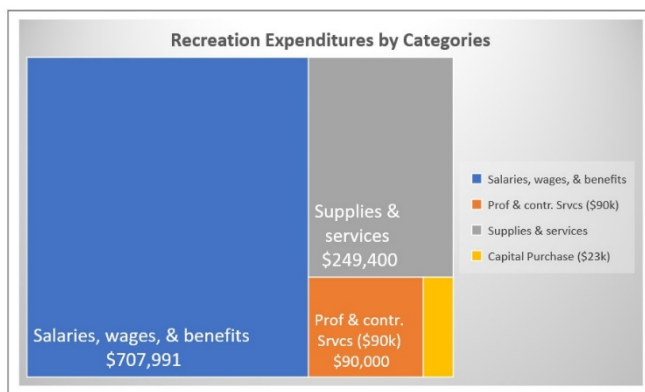
The FY 2021-22 Recreation revenues budget is \$110,000. As shown in the table below, Recreation revenues from program charges and rentals are insufficient to fund the total Recreation Department operating expenditures of \$1.02 million. General Fund revenues supports the remaining \$932,000 of the operating expenditures.



Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Charges - Recreation	\$ 70,170	\$ 78,530	\$ 83,662	\$ 58,396	\$ 22,797	\$ 55,500	\$ 33,116	\$ 45,632	\$ 59,500
► Use of Property - Recreation	69,798	63,548	75,712	38,585	-6,655	28,095	34,061	32,949	50,500
<b>Total</b>	<b>\$ 139,968</b>	<b>\$ 142,077</b>	<b>\$ 159,374</b>	<b>\$ 96,981</b>	<b>\$ 16,142</b>	<b>\$ 83,595</b>	<b>\$ 67,177</b>	<b>\$ 78,581</b>	<b>\$ 110,000</b>

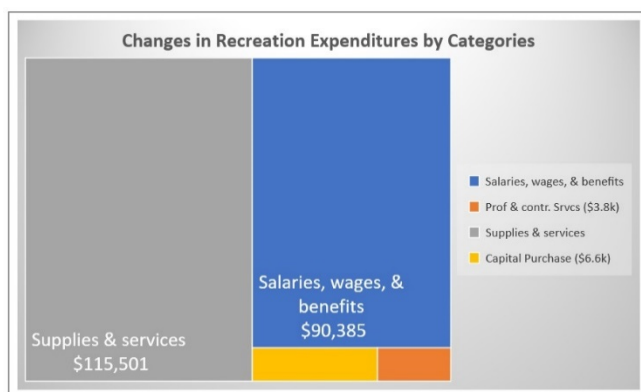
## Expenditures Summary

### FY 2022-23 Recreation Budget



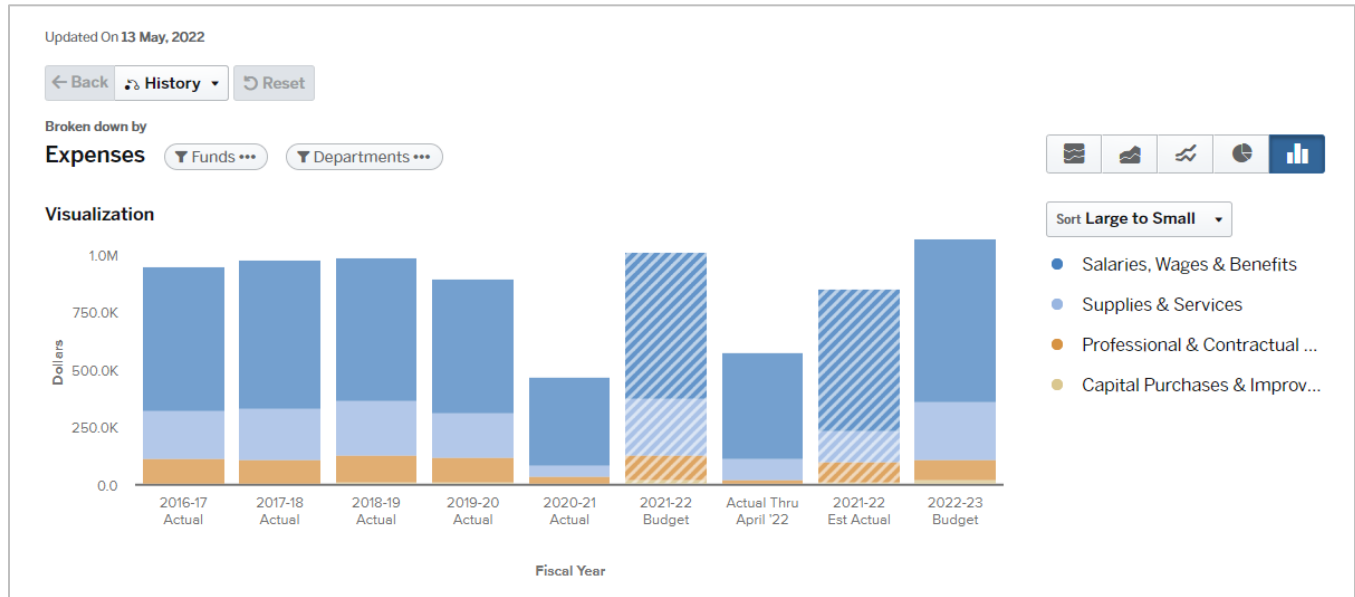
The total Recreation budget for FY 2022-23 is \$1,070,866. **Salaries, wages, & benefits** represents 66% and **supplies & services** represents 23% of the total budget. **Salaries, wages, & benefits** supports 3 full time and 7.5 FTE of part-time staff. **Supplies & services** also includes \$189,200 in recreation program expenses.

### Difference between FY 2022-23 Budget and FY 2021-22 Estimated Actual



The FY 2022-23 budget is \$216,294 more than the FY 2021-22 Estimated Actual. The largest increase is in **supplies & services** where recreation programs were budgeted in FY 2021-22 but cancelled due to COVID-19 restrictions. The FY 2022-23 budget for **supplies & services** is a reset to the FY 2021-22 Budget, with the expectation that the Town will be able to offer these community programs and activities in FY 2022-23.

## Expenditures by Categories

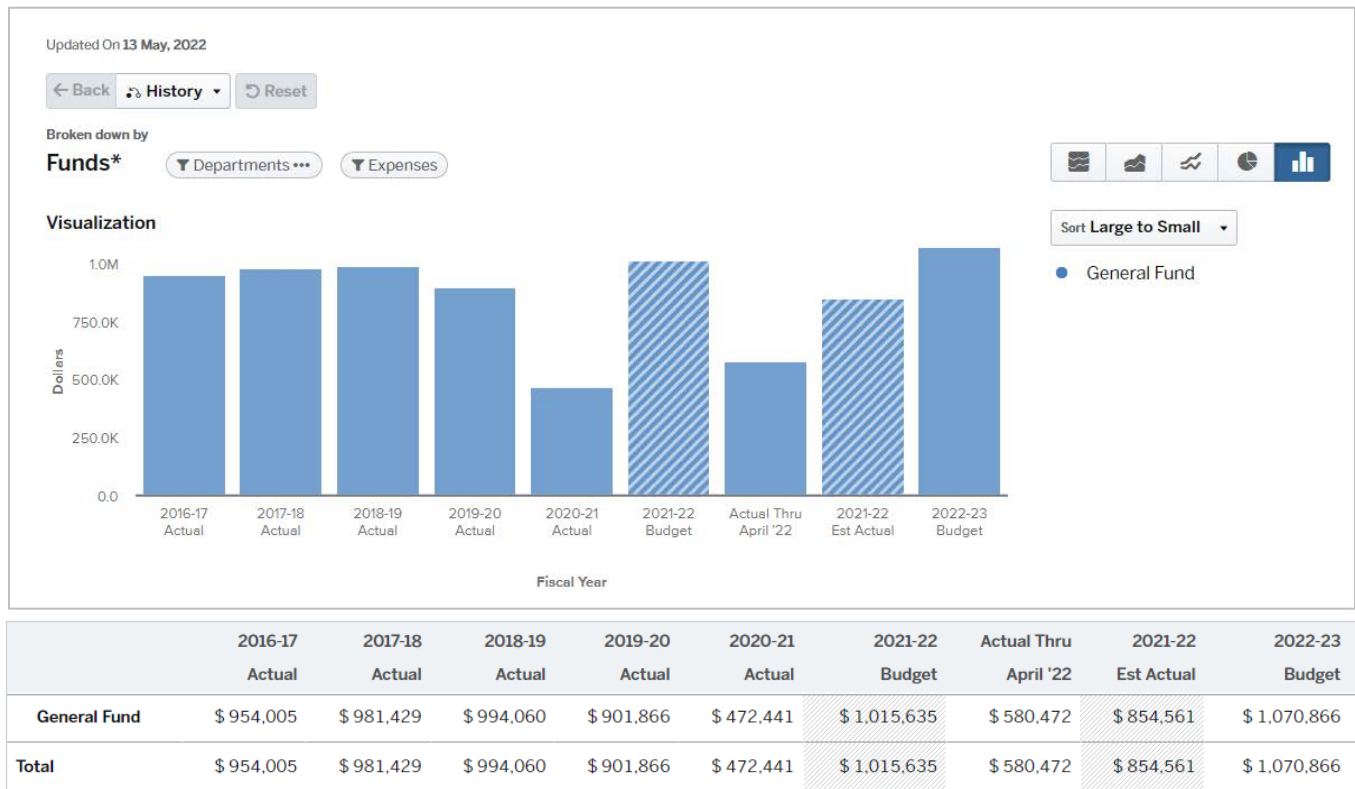


Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Salaries, Wages & Benefits	\$ 628,217	\$ 646,810	\$ 624,523	\$ 583,116	\$ 385,183	\$ 633,760	\$ 465,281	\$ 617,606	\$ 707,991
► Supplies & Services	208,283	221,668	236,101	197,487	47,443	248,400	92,956	133,888	249,400
► Professional & Contractual Services	117,285	107,082	119,662	107,789	39,815	110,000	22,235	86,162	90,000
► Capital Purchases & Improvements	220	5,868	13,774	13,475	0	23,475	0	16,905	23,475
<b>Total</b>	<b>\$ 954,005</b>	<b>\$ 981,429</b>	<b>\$ 994,060</b>	<b>\$ 901,866</b>	<b>\$ 472,441</b>	<b>\$ 1,015,635</b>	<b>\$ 580,472</b>	<b>\$ 854,561</b>	<b>\$ 1,070,866</b>



## Expenditures by Fund

The Recreation operating expenditures are part of the General Fund operation.



## Accomplishments

### Strategic Plans:

- Completed Age-Friendly City “Doorhanger Project,” and focused on recruiting additional Task Force Members and providing Age-Friendly initiatives to the community.
- Hosted CAPE/CERT program and certified three new members.
- Hosted modified, and COVID-19 safe Trunk or Treat for the community, Dia De Los Muertos Celebration, Holiday Events and Eggstravaganza.

### Operational:

- Hosted multiple Blood Drives with the Red Cross, Stanford Blood Center and Vitalant.
- Partnered with Second Harvest Foodbank of San Mateo County delivering food to populations in need.
- Partnered with Italian Cemetery to safely host Cinema at the Cemetery.
- Provided take home Parol Lantern Kits.
- Safely hosted Summer Concert Series.
- Safely hosted a Veterans Day Celebration at Veterans Village.

## Performance Measures:


The 2022-23 Goals in the images below reflects the annual average. All three slides of the Recreation performance measures presentation are available below as separate images. The link to the digital budget for this section is:

<https://stories.opengov.com/colmaca/published/lswWrumtIs>

### Recreation

Fiscal Year	Number of Programs Offered	Program Participation
2017-18 Actual	130	5,874
2018-19 Actual	251	6,922
2019-20 Actual	258	7,592
2020-21 Actual*	75	5,500
2021-22 Estimate*	130	4,800
2022-23 Goal	160	5,000

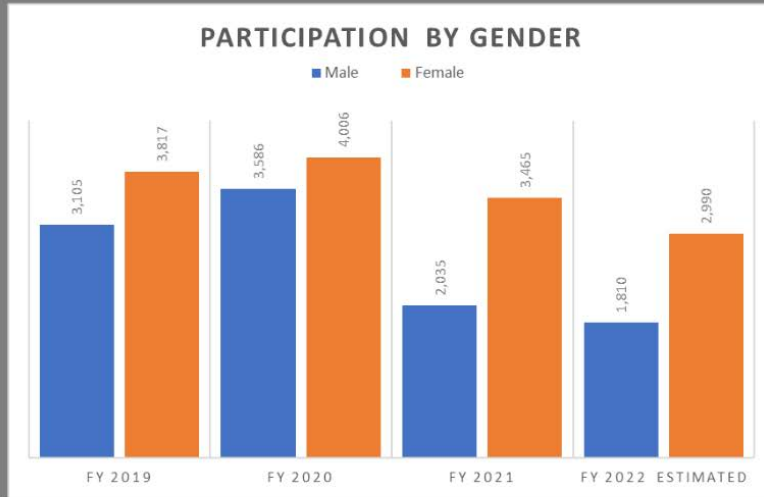
\* Affected by COVID-19



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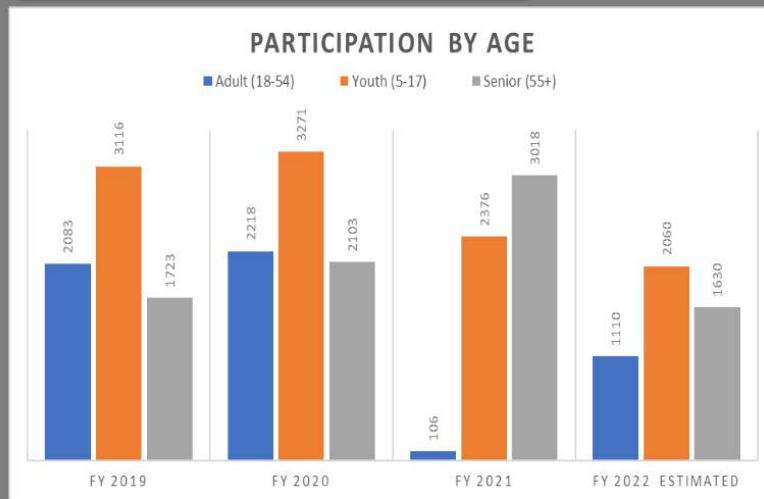
## Program Demographics



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## Program Demographics



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## COVID Response

Due to the Covid-19 pandemic and Shelter in Place Orders, the Recreation Services Department had to transition from providing in person services to a virtual, online, take home and drive thru recreation service provider. For a period of time picnic areas, outdoor workout equipment, and the basketball court were closed and the recreation facilities were closed for rentals since April 2020. Facility rentals for indoor, in-person gatherings started in the Fall of 2021; however, closed during the Omicron surge (December-February) and then re-opened in March 2022.

During FY 2021-22, the Recreation Services Department began offering an array of online programs and remote activities for the community, some of those programs were:

- Community online Bingo and Trivia,
- Remote Armchair Travel,
- Take Home Parents Night Out,
- Senior Breakfast Bingo,
- Delivered Senior Lunches,
- Take home Arts and Crafts & Dessert for Kids,
- Delivered craft kits to seniors,
- Ceramic Painting Kits for adults, and
- Delivered instructional painting kits for adults/seniors.

The Recreation Department also partnered with the Second Harvest Food Bank of San Mateo County delivering food to over 100 households once or twice a month throughout the year.

## Future Objectives

For FY 2022-23, the Recreation Services Department will:

### Strategic Plans:

- Continue working on Age Friendly Cities initiatives.
- Coordinate the annual Town Picnic and Adult Holiday Event, if permitted.
- Continue to develop and offer more community based and teen programming including,
  - Cinema in the Cemetery Movie Series;
  - Dia De Los Muertos festival in collaboration with a local cemetery;
  - Multicultural Craft Day; and
  - Working with local shopping centers promoting economic development.

### Operational:

- Attempt to provide the same service level (offer the same number of programs and meet participation levels) as FY 2019-20.
- Partner with the Colma Historical Association to create a scavenger hunt for the community.
- COVID-19 permitting, fully open recreation facilities for facility rentals and indoor programming; and
- Offer modified in-person Day Camp, Afterschool programs and adult/senior programs.



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The Capital Improvement Plan (CIP) is a project management and financial planning document. It provides a brief project scope, description, and funding & spending plans for major maintenance, improvements, and rehabilitations of Town properties, long-range planning documents, and equipment and technology purchases in excess of \$10,000 for the next five years. The document shows the Town's capital priorities for the year, as well as future obligations and needs.

The FY 2022-23 CIP includes capital plans through FY 2027-28. The five-year CIP program costs \$81.00 million – with \$16.20 million funded or planned to be funded in the next five years and \$64.80 million pending funding opportunities.

<b>FY 2022-23 Capital Program</b>			<b>2023/24 to</b>		
<b>By categories</b>	<b>2021/22 and Prior</b>	<b>2022/23 Budget</b>	<b>2027/28 Projected</b>	<b>Future/ Unfunded</b>	<b>Total Project Cost</b>
Streets, Sidewalks, and Bikeway (14)	3,131,646	3,136,100	3,089,000	63,900,000	73,256,746
Sewer and Storm Drain (2)	0	70,000	140,000	300,000	510,000
City Facilities & Long-Range Plans (16)	1,087,700	545,975	1,995,000	600,000	4,228,675
Major Equipment, Technology & Fleet (5)	765,000	850,000	1,385,000	0	3,000,000
<b>Total Project Spending - by Categories</b>	<b>4,984,346</b>	<b>4,602,075</b>	<b>6,609,000</b>	<b>64,800,000</b>	<b>80,995,421</b>

## Capital Program Overview

### CIP Project Categories

The projects listed in the FY 2022-23 through FY 2027-28 CIP program is organized into four major categories, as listed below. The images below are linked to the corresponding sections of the capital program.

## Category 1

Streets, Sidewalks & Bikeways



## Category 2

Sewer & Storm Drain



## Category 3

City Facilities & Long-Range Plan



## Category 4

Major Equipment, Technology, & Fleet



## Project Status

Within each of the four categories listed above, the projects are grouped by statuses. The statuses are Active, Closed, Future, or Unfunded.

- **Active** - existing or new CIP projects that have available funding and activities (spending) in FY 2022-23. These projects may have future and unfunded portion.
- **Closed** - CIP projects that have been completed or have been closed out. These projects will only appear in future CIP budgets if they have project expenditures during the prior three years.
- **Future** - CIP projects that are programmed for FY 2023-24 through FY 2027-28. Project budget and funding are identified but are not earmarked.
- **Unfunded** - CIP projects that are Town priorities but are currently without budgeted funds. Unfunded projects will be reviewed annually during the Town Budget process to see if funds are available for construction and if the proposed projects are ready to move from the Unfunded to the Budgeted projects list.

More information about the project status can be found in the project description.



## FY 2021-22 Capital Improvement Program Overview

The FY 2021-22 Capital program has 15 projects with a total project budget of \$4.94 million since project inception. From inception to April 30, 2022, the Town has spent \$4.09 million of the total project budget. This leaves an unspent balance of \$854,000, and part of the unspent balance will be carried over to FY 2022-23.

During the year, the Town closed Mission Road and Pedestrian Improvement Project (903) and Creekside Villa Repair & Painting (952) and added Mission Road Crosswalk (909) and Mission Road Landscape (908) projects. In March 2022, the Town completed General Plan Update (991) project, which will be presented to the City Council for project closure and fund release after the FY 2021-22 year-end process is completed.

Of the 15 projects, there are six that has not begun as of April 2022, but the Town plans to begin these projects in May or June of 2022. Projects in the streets, sewer/storm drain, and facilities categories are often weather dependent and would start in the summer/fall months. More information are available in the project description section of the capital budget.

Active Projects	Status	Project Budget			Project Spending			Unspent Budget at 4/30/22
		Thru 6/30/2021	FY 2021-22 Request	Total thru 6/30/2022	Actual Thru 6/30/2021	Actual Thru Apr'22	Total thru Apr'22	
		[a]	[a]	Σ[a]	[b]	[b]	Σ[b]	Σ[a] - Σ[b]
<b>Streets, Sidewalks, and Bikeway</b>								
Annual Roadway Rehab. and Preventative Maint. Program (906)	Ongoing	0	150,000	150,000	0	0	0	150,000
F-Street Retaining Wall (902)	Active	25,000	22,000	47,000	25,410	7,652	33,062	13,938
Mission Road Bicycle and Pedestrian Improvement Project (903)	Closed	2,800,000	60,000	2,860,000	2,858,431	1,569	2,860,000	0
Mission Road Crosswalk (909)	New	0	11,000	11,000	0	0	0	11,000
Mission Road Landscape (908)	New	0	29,000	29,000	0	0	0	29,000
<b>Sewer and Storm Drain</b>								
None		0	0	0	0	0	0	0
<b>City Facilities &amp; Long-Range Plans</b>								
Colma Museum Facility Repair & Painting (951)	Complete in Summer '22	0	75,000	75,000	0	0	0	75,000
Creekside Villa Repair & Painting (952)	Closed	95,000	(40,000)	55,000	55,000	0	55,000	0
Facility Parking Lot Upgrades and Repairs (953)	Combined with FY 2022-23 Program	0	99,025	99,025	0	0	0	99,025
General Plan Update (991)	Completed	653,000	0	653,000	594,835	13,542	608,377	44,623
Housing Element Update (996)	Active	100,000	0	100,000	1,254	19,144	20,398	79,602
Zoning Code Update (997)	Active	100,000	0	100,000	0	0	0	100,000
<b>Major Equipment, Technology &amp; Fleet</b>								
Equipment Purchase and Replacement (984)	Ongoing	250,000	201,000	451,000	217,661	108,402	326,063	124,937
Financial Software Replacement (965)	Start in Summer '22	0	100,000	100,000	0	0	0	100,000
IT Infrastructure Upgrades (986)	Ongoing	0	50,000	50,000	0	36,921	36,921	13,079
Vehicle Replacement (987)	Ongoing	0	164,000	164,000	0	150,244	150,244	13,756
<b>Total Projects (15)</b>		4,023,000	921,025	4,944,025	3,752,591	337,474	4,090,065	853,960

## FY 2022-23 Capital Improvement Plan Highlight

The FY 2022-23 Capital program includes 17 active projects, 16 future/unfunded projects, and 4 projects that are closed will be closed by June 30, 2022. Of the 37 total projects, the following six projects are newly added.

1. Town-Wide Bicycle & Pedestrian Master Plan (910) - \$105,000;
2. Public Arts Program (980) - \$15,000;
3. Urban Tree Master Plan & Program (998) - \$300,000 (\$100,000 in FY 2022-23);
4. EV Charging Station at Town Facilities - \$300,000;
5. Solar Panel Installation at Colma Community Center - \$300,000; and
6. Phone System Upgrade (982) - \$250,000.

Ongoing projects includes:

1. Annual Roadway Rehabilitation and Preventative Maintenance (906) - \$292,900;
2. Equipment Purchase and Replacement (984) - \$150,000;
3. IT Infrastructure Upgrades (986) - \$50,000; and
4. Vehicle Replacement (987) - \$164,000.

There are three projects that was part of the FY 2021-22 budget with a status of Future/Unfunded that will begin in FY 2022-23:

1. El Camino Real Bicycle and Pedestrian Improvement (923) - \$2,000,000 (with a Future unfunded project cost of \$29.1 million);
2. Storm Drain Assessment (972) - \$70,000 (with future funded project cost of \$140,000); and
3. Town-Wide Branding (959) - \$100,000 (with a future funded project cost of \$100,000).

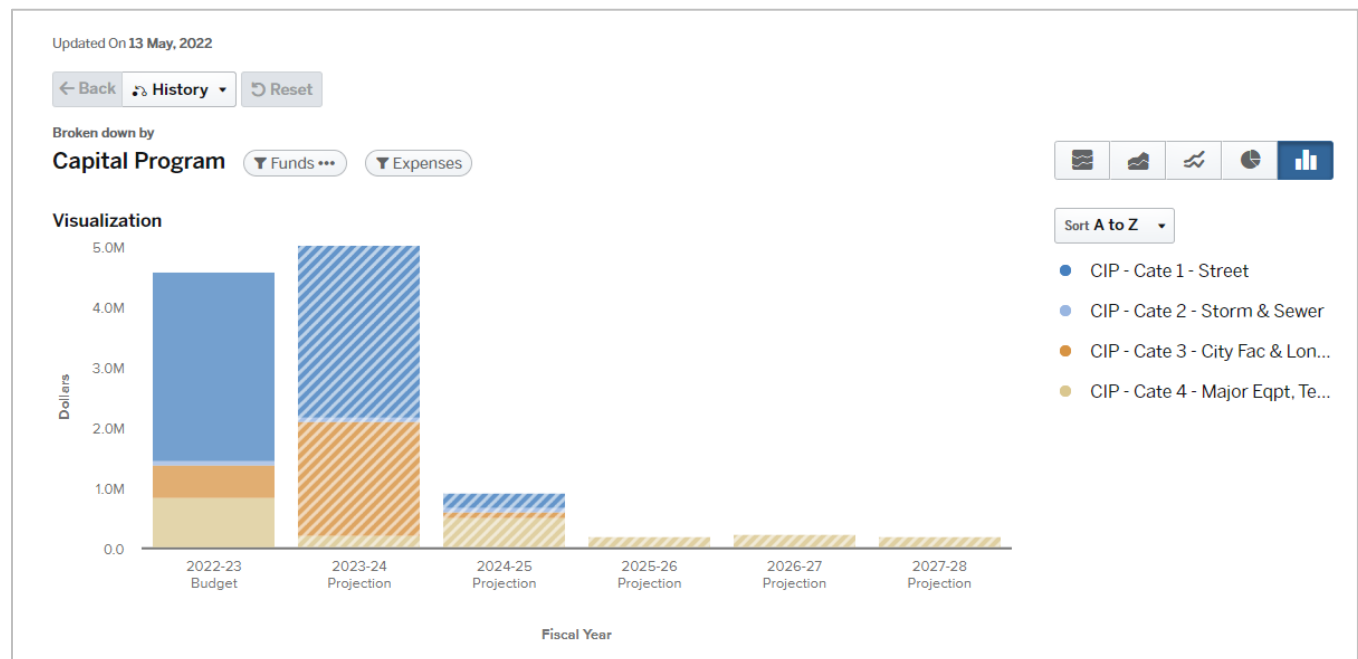
## Project Funding and Spending Plan for FY 2022-23 through FY 2027-28

The Funding Plan table below summarizes the revenues sources that the Town plans to use to support the capital program. The funding identification process includes apply grant and special fundings first to the capital project, then special contributions, and finally the General Fund or the Capital Reserve Fund.

The Capital Program bar chart below summarizes the projects by categories. The corresponding table is below the bar chart. To get to the table, use the scroll bar on the right of the bar chart. At first glance, the table shows the total program by fiscal year and by categories. The project list is also available in the table by clicking on the triangles on the left of the categories.



Funding Plan	2021/22 and Prior	2022/23 Budget	2023/24	2024/25	2025/26	2026/27	2027/28	Future/ Unfunded	Total Project Cost
Capital Reserve (31)	836,085	880,975	0	0	0	0	0	0	1,717,060
City Facility (83)	55,000	0	0	0	0	0	0	0	55,000
Fleet Replcmnt (61)	164,000	220,000	150,000	215,000	150,000	200,000	150,000	0	1,249,000
Gas Tax & RMRA (21)	162,450	80,000	31,000	44,000	0	0	0	0	317,450
General Fund (11)	1,878,488	1,391,100	4,753,000	593,000	50,000	50,000	50,000	0	8,765,588
LEAP Grant (31) - Reimb	65,000	0	0	0	0	0	0	0	65,000
Measure A (22)	422,600	80,000	60,000	51,000	0	0	0	0	613,600
Measure M (35131)	320,032	0	0	0	0	0	0	0	320,032
Measure W (26)	31,950	60,000	30,000	32,000	0	0	0	0	153,950
Measure W Grant (32)	0	1,800,000	0	0	0	0	0	0	1,800,000
OBAG-LSR (35006)	100,000	0	0	0	0	0	0	0	100,000
OBAG-TLC (35005)	558,740	0	0	0	0	0	0	0	558,740
PLAN JPA (32)	10,000	0	0	0	0	0	0	0	10,000
REAP Grant (31) - Reimb	20,000	0	0	0	0	0	0	0	20,000
Safe Route to School (35007)	200,000	0	0	0	0	0	0	0	200,000
SB2 Grant (31)	93,000	0	0	0	0	0	0	0	93,000
SB2 Grant - pending reimbursement	67,000	0	0	0	0	0	0	0	67,000
TDA Art 3 Grant (32-35003)	0	90,000	0	0	0	0	0	0	90,000
Unknown Revenue Source	0	0	0	0	0	0	0	64,800,000	64,800,000
<b>Total Funding</b>	<b>4,984,345</b>	<b>4,602,075</b>	<b>5,024,000</b>	<b>935,000</b>	<b>200,000</b>	<b>250,000</b>	<b>200,000</b>	<b>64,800,000</b>	<b>80,995,420</b>



Expand All	2022-23 Budget	2023-24 Projection	2024-25 Projection	2025-26 Projection	2026-27 Projection	2027-28 Projection
► CIP - Cate 1 - Street	\$ 3,136,100	\$ 2,839,000	\$ 250,000	\$ 0	\$ 0	\$ 0
► CIP - Cate 2 - Storm & Sewer	70,000	70,000	70,000	0	0	0
► CIP - Cate 3 - City Fac & Long Rng Pln	545,975	1,895,000	100,000	0	0	0
► CIP - Cate 4 - Major Eqpt, Tech & Fleet	850,000	220,000	515,000	200,000	250,000	200,000
<b>Total</b>	<b>\$ 4,602,075</b>	<b>\$ 5,024,000</b>	<b>\$ 935,000</b>	<b>\$ 200,000</b>	<b>\$ 250,000</b>	<b>\$ 200,000</b>



## Active Projects

### Annual Roadway Rehabilitation and Preventative Maintenance (906)

#### Project Scope

The Annual Roadway Rehabilitation and Preventative Maintenance Program includes minor repairs, such as crack sealing, and major rehabilitation, such as slurry seal and mill and fill. The goal of the program is to maintain the Town's Pavement Condition Index (PCI) at 80 or above; the current PCI has been rated at 79. The multi-year project budget includes design, construction management, and construction costs. The Engineering Department has identified the following locations for the current program cycle:

- 300 Block of F Street (FY 2021-22)
- Hillside Boulevard (FY 2022-23)
- Colma Boulevard and 400 Block of Serramonte Boulevard (FY 2023-24)
- Collins Avenue and Junipero Serra Boulevard (FY 2024-25)

The total project cost for the locations identified above is \$917,900.

#### Status as of June 30, 2022

The 300 Block of F Street Road Rehabilitation project is scheduled to begin in the Spring of 2022 and be completed in the Summer of 2022. A portion of the project will be completed in FY 2022-23.

## Schedule for FY 2022-23 and Thereafter

Staff will start assembling plans and specifications for the Hillside Boulevard surface treatment project. The project is anticipated to go into construction either before the winter months of 2022/2023 or early spring of 2023. Colma Boulevard and 400 Block of Serramonte Boulevard surface treatments are scheduled for FY 2023-24, and Collins Avenue and Junipero Serra Boulevard surface treatments in FY 2024-25.

## Impact on Operation

An effective roadway maintenance program includes minor repairs as part of the operating budget and major rehabilitation as part of the Annual Roadway Rehabilitation and Preventative Program. By rehabilitating the roadway when needed, the Town is able to maintain the annual roadway repairs operating budget of \$95,900.

## Project Funding and Spending Plan

The Annual Roadway Rehabilitation project is an eligible project to utilize the State and County allocated Gas Tax and SB-1 RMRA (21), Measure A (22), Measure W (26), and Measure M grant funding.

Annual Roadway Rehab (906)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Measure A (22)	72,600	80,000	60,000	51,000	0	0	0	0	263,600
Measure W (26)	31,950	60,000	30,000	32,000	0	0	0	0	153,950
Gas Tax & RMRA (21)	45,450	80,000	31,000	44,000	0	0	0	0	200,450
General Fund (11)	0	72,900	104,000	123,000	0	0	0	0	299,900
Total Funding	150,000	292,900	225,000	250,000	0	0	0	0	917,900

Annual Roadway Rehab (906)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
F-Street Roadway (81003)	150,000	0	0	0	0	0	0	0	150,000
Hillside & Lawndale (81003)	0	292,900	0	0	0	0	0	0	292,900
Colma/Serramonte (81003)	0	0	225,000	0	0	0	0	0	225,000
Collins/Junipero Serra (81003)	0	0	0	250,000	0	0	0	0	250,000
Total Project Budget	150,000	292,900	225,000	250,000	0	0	0	0	917,900

Annual Roadway Rehab (906)		Actual Spent							
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Construction (81003)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

# **El Camino Real Bicycle and Pedestrian Improvement (923)**

Construction Phase Scheduled for future (unknown)

Estimated Project Cost for Construction Phase: \$29.1 million (Future Unfunded)

## **Project Scope**

The project includes a re-design of El Camino Real (ECR). It incorporates a lane reduction in each direction so that Class 4 bike lanes can be designated on the Northbound and Southbound directions. The project also includes continuous compliant sidewalks, additional bicycle and pedestrian safety features, new traffic signals, landscaping, reconfiguration of the Mission Road (“the Y”) intersection, and bioretention storm drain infrastructure along ECR. The project presents a vision for residents and visitors to travel safely, comfortably, and with ease.

## **Status as of June 30, 2022**

The El Camino Real Bicycle and Pedestrian Master Plan was completed in FY 2021-22. For the next phase of this project, the Town applied for and was granted a \$1.8 million grant, with a required 10% local match to fund the Project Study Report (PSR). The PSR is a project initiation document that provides key opportunities for CalTrans and other regional and local agencies to achieve a consensus on the project purpose and need, the project scope, and the proposed project schedule. This PSR phase of work is programmed to take approximately 18 months.

## **Schedule for FY 2022-23 and Thereafter**

Once the PSR is completed, staff will seek funding to move into the Project Approval and Environmental Document phase of the project.

## **Impact on Operation**

There will be an increase in landscaping maintenance and irrigation costs. The proposed improvements and beautification enhancements will not only beautify one of the main thoroughfares, but it will also provide safe access for those who choose to walk or bike in the area.

## **Project Funding and Spending Plan**

Currently, staff is working with the County and CalTrans on future funding opportunities. Staff understands that this project will need financial assistance from outside agencies if it is to be built out.

El Camino Real Bike & Ped Plan (923)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Measure W Grant (32)	0	1,800,000	0	0	0	0	0	0	1,800,000
General Fund (11)	0	200,000	0	0	0	0	0	0	200,000
Unknown Revenue Source	0	0	0	0	0	0	0	29,100,000	29,100,000
Total Funding	0	2,000,000	0	0	0	0	0	29,100,000	31,100,000

El Camino Real Bike & Ped Plan (923)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	0	2,000,000	0	0	0	0	0	0	2,000,000
Construction (81003)	0	0	0	0	0	0	0	29,100,000	29,100,000
Total Project Budget	0	2,000,000	0	0	0	0	0	29,100,000	31,100,000

El Camino Real Bike & Ped Plan (923)		Actual Spent							
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	0	0	0	0	0	0	0	0	0
Construction (81003)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

## F-Street Retaining Wall (902)

### Project Scope

In 2019, the Engineering Department surveyed the retaining wall on F Street. The survey determined that the deterioration of the F-Street wall is likely due to poor drainage. The first phase of the project is design, specifications, plans, and construction estimates. The second phase includes soliciting bids for construction and construction management services.

### Status as of June 30, 2022

The project plans and specifications have been completed. Town staff has solicited bids from qualified contractors and the project buildout has started.

### Schedule for FY 2022-23 and Thereafter

The project should be completed by late summer or early fall of 2022.

### Impact on Operation

The proposed improvements will decrease maintenance on and around the wall. Regular monitoring and maintenance of the drainage system will be needed and part of the annual operating budget.

## Project Funding and Spending Plan

F-Street Retaining Wall (902)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Capital Reserve (31)	40,000	0	0	0	0	0	0	0	40,000
General Fund (11)	7,000	400,000	0	0	0	0	0	0	407,000
Total Funding	47,000	400,000	0	0	0	0	0	0	447,000

F-Street Retaining Wall (902)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	47,000		0	0	0	0	0	0	47,000
Project Management (71010)	0	80,000	0	0	0	0	0	0	80,000
Construction (81003)	0	320,000	0	0	0	0	0	0	320,000
Total Project Budget	47,000	400,000	0	0	0	0	0	0	447,000

F-Street Retaining Wall (902)		Actual Spent							
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	33,062	0	0	0	0	0	0	0	33,062
Project Management (71010)	0	0	0	0	0	0	0	0	0
Construction (81003)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	33,062	0	0	0	0	0	0	0	33,062

## Lawndale Landscape and Median (956)

Scheduled for FY 2023-24

Projected Cost: \$1.53 million (\$130k for design; \$1.4 million construction)

### Project Scope

The median landscape and back of sidewalk on Lawndale Boulevard are in need of rehabilitation. As a result of the severe drought conditions in recent years, the State of California has levied irrigation restrictions that prevent cities from irrigating the street medians with turf. The Town's turf medians on Lawndale Boulevard will need a significant landscape design makeover to replace the 3/4 quarter mile of turf with sustainable and drought-resistant plantings. The project also includes landscaping along the backside of the sidewalk along the northside of Lawndale Boulevard. This landscape area will be addressed in the following phases.

- Phase 1 is the conceptual review and preliminary approvals for the landscaping and public use and enhancement on Lawndale Boulevard - completed in FY 2019-20.
- Phase 2 will provide "Shovel Ready" project plans, specifications, and estimates (PS&E) and prepare a bid package - tentatively scheduled for FY 2023-24.
- Phase 3 is the construction phase, which includes awarding the contract, building and inspection services, and construction - future unfunded \$1.53 million.



The study will also focus on green infrastructure possibilities, stormwater enhancements, and recreational features. Grant opportunities may be available for Phase 3 of this project.

## Status as of June 30, 2022

CIP 956 was identified as the Lawndale and El Camino Real Median Landscape Project. The El Camino Real portion of this capital project has been removed and is now part of the El Camino Real Bicycle and Pedestrian Improvement Project, (CIP 923). The Lawndale Median Project was suspended due to COVID-19.

## Schedule for FY 2022-23 and Thereafter

The plans, specifications, and estimates are scheduled FY 2023-24, the buildout is also scheduled to take place in FY 2023-24 and be completed in FY 2024-25.

## Impact on Operation

The rehabilitation of the landscape median along Lawndale Boulevard with drought resistant vegetation will increase the aesthetic beauty of the roadway. The rehabilitation of the landscaping will provide a more pleasurable experience when walking, biking, and vehicle travel along Lawndale Boulevard. Once plant establishment takes place, monthly maintenance and irrigation will be at a minimum due to the drought resistant plant pallet.

## Project Funding and Spending Plan

Lawndale Landscape and Median (956) Funding Since Inception										
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total	
General Fund (11)	19,170	0	1,614,000	0	0	0	0	0	1,633,170	
Total Funding	19,170	0	1,614,000	0	0	0	0	0	1,633,170	

Lawndale Landscape and Median (956) Project Budget Inception										
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total	
Pre-Design (71009)	19,170	0	0	0	0	0	0	0	19,170	
Design (81002)	0	0	130,000	0	0	0	0	0	130,000	
Project Management (71010)	0	0	84,000	0	0	0	0	0	84,000	
Construction (81003)	0	0	1,400,000	0	0	0	0	0	1,400,000	
Total Project Budget	19,170	0	1,614,000	0	0	0	0	0	1,633,170	

Lawndale Landscape and Median (956) Actual Spent										
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total	
Pre-Design (71009)	19,170	0	0	0	0	0	0	0	19,170	
Design (81002)	0	0	0	0	0	0	0	0	0	
Project Management (71010)	0	0	0	0	0	0	0	0	0	
Construction (81003)	0	0	0	0	0	0	0	0	0	
Total Project Spending to Date	19,170	0	0	0	0	0	0	0	19,170	

## **Mission Road Crosswalk (909)**

### **Project Scope**

Design and construct a high visibility crosswalk on Mission Road at the back entrance to the Treasure Island mobile home park. The high visibility crosswalk will be delineated with pre-emptive signage, viable pavement markings and pedestrian activated solar powered Rectangular Rapid Flashing Beacons (RRFB's). Part of the design portion of the project is to design speed humps for the roadway. This will be introduced into the bid documents as a bid alternative.

### **Status as of June 30, 2022**

The project will go before the City Council in May of 2022. The Construction drawing phase will include plans that will be ready to go to bid, specifications that will detail out the specifics of the project, and an engineer's estimate for the work and any other associated costs such as contingencies and construction management. At the time of award, an amendment to the project budget for the construction and management phase will be presented to the City Council for reconsideration.

### **Schedule for FY 2022-23 and Thereafter**

After contract approval in June of 2022, the street project is anticipated to start construction in early to mid-July.

### **Impact on Operation**

Once installed, annual cost to maintain is nominal. Street markings is anticipated to be completed every 3 to 5 years.



## Project Funding and Spending Plan

Mission Road Crosswalk (909)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Capital Reserve (31)	11,000	0	0	0	0	0	0	0	11,000
General Fund (11)	0	0	0	0	0	0	0	0	0
Total Funding	11,000	0	0	0	0	0	0	0	11,000

Mission Road Crosswalk (909)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	11,000	0	0	0	0	0	0	0	11,000
Project Management (71010)	0	0	0	0	0	0	0	0	0
Construction (81003)	0	0	0	0	0	0	0	0	0
Total Project Budget	11,000	0	0	0	0	0	0	0	11,000

Mission Road Crosswalk (909)		Actual Spent							
Spending to Date	Thru Apr'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	0	0	0	0	0	0	0	0	0
Project Management (71010)	0	0	0	0	0	0	0	0	0
Construction (81003)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

## Mission Road Landscaping (908)

### Project Scope

After completion of the Mission Road Bicycle and Pedestrian Improvement Project in FY 2020-21, a second phase of the project was added to landscape the open area between Holy Cross's Historic Rock Wall and the back of sidewalk that fronts Holy Cross Cemetery on Mission Road. The landscape design will be to emphasize drought resistance low maintenance plants and shrubs. The tree pallet will be a species of trees that thrive in Colma's microclimate along with providing color to enhance the roadway frontage and shade for those who walk through the Mission Road Residential and Business District. The landscape area will have rest stops that will be constructed to meet accessibility requirements, park benches, trash receptacles, and a dog mitt station.

### Status as of June 30, 2022

Project approval is going to City Council in May of 2022. City Council approved budget amendment for the construction and management phase of the project on the May 11, 2022 Regular City Council meeting. The \$343,200 budget amendment will be added on July 1, 2022.

### Schedule for FY 2022-23 and Thereafter

The project is scheduled to start in late summer and be completed in late fall of 2022.



## Impact on Operation

The plant pallet will be low maintenance and drought resistance, after the plants, shrubs and trees reach some level a maturity annual cost should come down substantially. Irrigation is being supplied by Holy Cross Cemetery. The improvements will enhance walking and biking for those who live and work in the Mission Road Neighborhood.

## Project Funding and Spending Plan

Mission Road Landscape (908)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Capital Reserve (31)	29,000	0	0	0	0	0	0	0	29,000
General Fund (11)	0	343,200	0	0	0	0	0	0	343,200
Total Funding	29,000	343,200	0	0	0	0	0	0	372,200

Mission Road Landscape (908)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	29,000	0	0	0	0	0	0	0	29,000
Project Management (71010)	0	57,200	0	0	0	0	0	0	57,200
Construction (81003)	0	286,000	0	0	0	0	0	0	286,000
Total Project Budget	29,000	343,200	0	0	0	0	0	0	372,200

Mission Road Landscape (908)		Actual Spent							
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	0	0	0	0	0	0	0	0	0
Project Management (71010)	0	0	0	0	0	0	0	0	0
Construction (81003)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

## Town-Wide Bicycle and Pedestrian Master Plan (910)

### Project Scope

Colma was awarded funding through the Transportation Development Act Article 3 (TDA3) Pedestrian and Bicycle Program for a Bicycle and Pedestrian Master Plan. The Colma Bicycle and Pedestrian Master Plan will envision a safer, more connected active transportation system in the Town of Colma. This project will build on the El Camino Real Bike and Pedestrian Plan, the Serramonte Collins Master Plan, the Hillside Boulevard complete streets improvement project, the Mission Road improvement project, and Systemic Safety Analysis Report (SSAR) performed by the Town of Colma.

### Status as of June 30, 2022

Grant was awarded in April and request for proposals have been drafted. The project will be processed in FY 2022-23 and will carry over to FY2023-24.

## Schedule for FY 2022-23 and Thereafter

Estimated schedule:

- September 2022: Contract approval
- October 2022: Project kickoff
- January/February 2023: Study session with City Council
- April 2023: Finalize draft plan
- May 2023: Bring plan to Council for environmental clearance and plan adoption

## Impact on Operation

The Town-Wide Bicycle and Pedestrian Master Plan will primarily be completed by a transportation planning consulting company, so the impacts on operations will be minimal. There will be some impact to staff time with respect to hiring and orienting the sub-consultant, reviewing the consultant's work, and bringing the plan to council for a study session and adoption.

## Project Funding and Spending Plan

Town-Wide Bicycle & Pedestrian Master Plan (910)	Funding Since Inception								
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
TDA Art 3 Grant (32-35003)	0	90,000	0	0	0	0	0	0	90,000
General Fund (11)	0	10,000	0	0	0	0	0	0	10,000
Total Funding	0	100,000	0	0	0	0	0	0	100,000

Town-Wide Bicycle & Pedestrian Master Plan (910)	Project Budget Inception								
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	0	100,000	0	0	0	0	0	0	100,000
Total Project Budget	0	100,000	0	0	0	0	0	0	100,000

Town-Wide Bicycle & Pedestrian Master Plan (910)	Actual Spent								
Spending to Date	Thru Apr'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

# Future Projects

## Projects Funding & Spending Schedule for FY 2023-24 through FY 2027-28

Future Project Funding Plan	Prior Funding	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	15,475	1,000,000	0	0	0	0	0	1,015,475
Unknown Revenue Source	0	0	0	0	0	0	34,800,000	34,800,000
Total Funding	15,475	1,000,000	0	0	0	0	34,800,000	35,815,475

Future Project Spending Plan	Prior Spending	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Colma Blvd Improvement (912)	0	0	0	0	0	0	1,500,000	1,500,000
El Camino Real & Mission Rd Signalization (904)	0	0	0	0	0	0	3,400,000	3,400,000
Hillside Blvd Beautification (901)	0	0	0	0	0	0	9,100,000	9,100,000
Serramonte/Collins Rdwy Improv (905)	0	0	0	0	0	0	20,000,000	20,000,000
Serramonte/Serra Center Signalization (911)	0	1,000,000	0	0	0	0	0	1,000,000
Sterling Park Streetlight (926)	15,475	0	0	0	0	0	800,000	815,475
Total Project Budget	15,475	1,000,000	0	0	0	0	34,800,000	35,815,475

## Colma Boulevard Improvement (912)

Scheduled for future (unknown)  
Estimated Project Cost: \$1.5 million (Future Unfunded)

## Project Scope

Improvements to be considered include accessibility enhancements, mobility improvements, safety features, landscape improvements, roadway improvements (potential lane reduction), street light upgrades, and bike lanes. Colma Boulevard Improvements have been studied in the Town's Roadway Network Plan (SSAR) - Project No. 993. The result of the SSAR study pursues funding options to help offset costs with the associated upgrades. Project phases would include development of a master plan, PS&E, and construction costs.

## Status as of June 30, 2022

None. Pending availability of future funding.

## Schedule for FY 2022-23 and Thereafter

Pending availability of funds.

## Impact on Operation

Minor increase in streetlight electrical cost, improvements for bicyclists that use Colma Boulevard for travel.

## El Camino Real and Mission Road Traffic Signal (912)

Scheduled for future (unknown)  
Estimated Project Cost: \$3.4 million (Future Unfunded)

## Project Scope

Traffic flow, vehicular safety and Bicycle and Pedestrian safety at the intersection of El Camino Real (ECR) and Mission Road is impacted by the existing geometry of the intersection and lack of a traffic signal. The reconfiguration of the intersection will include realignment of the roadway to accommodate proper ingress and egress into the Mission Road Residential Business District. The installation of a three-leg signal that will be interconnected to existing signals to the North and South to maintain proper traffic flow, but more importantly is the signaled intersection will provide an element of safety for pedestrian's, bicyclists and vehicles to traverse across ECR safely. ECR is part of the CalTrans Highway system, thus environmental studies, long term agreements and construction permitting will need to be obtained from CalTrans.

The estimated project cost increased from \$700,000, originally estimated in 2017, to \$3.4 million. The rise in project costs is the result of CCCI (California Construction Cost Index) and change in project scope. Since 2017, escalation in construction costs have risen between 15 to 20 percent. After the completion of the El Camino Real Bicycle and Pedestrian Master Plan, several features have been added to this project, including required signal interconnects, roadway hardscape and landscape features, realignment of the roadways, and required traffic studies and environmental work to meet the State's Right of Way requirements.

## Status as of June 30, 2022

Future Unfunded.

## Schedule for FY 2022-23 and Thereafter

Pending availability of funds.

## Impact on Operation

Annual cost sharing for maintenance and electrical charges will be shared with Cal Trans. The signalized intersection at ECR and Mission Road will provide access for pedestrian and bicyclist to traverse across the highway safely. It will also provide for vehicular safety (potential speed reduction) when entering the Town of Colma on this portion of ECR.

## Hillside Boulevard Beautification (901)

Scheduled for future (unknown)  
Estimated Project Cost: \$9.1 million (Future Unfunded)

### Project Scope

Phase 1 of the three-phase Hillside Beautification Project (Hoffman Street to 600 feet south of Serramonte Boulevard) was completed in the FY2014-15. Phase 2 and 3 start 600 feet south of Serramonte Boulevard to Lawndale Boulevard. Similar to Phase 1, Phase 2 and 3 of the Hillside Boulevard Beautification project will be compliant with “Complete Streets” policies such as continuous sidewalks, high visibility crosswalks, street lighting, ADA accessibility, and bike paths. The project also includes sustainable landscaping and stormwater treatment features, undergrounding of utilities and placement of new utilities such as water and sanitary sewer. The phasing of the of the remainder of this project will be evaluated on potential grant and other funding opportunities. Project estimates will also need to be updated to incorporate green infrastructure mandates. A reserve of \$930,889 is being held in the Capital Improvement Fund towards an estimated \$9,100,000 project.

### Status as of June 30, 2022

On hold. Future Unfunded. Applying for grants and congressional budget earmarks.

### Schedule for FY 2022-23 and Thereafter

Pending availability of funds.

### Impact on Operation

There will be an increase in landscaping maintenance and irrigation costs, streetlighting and future roadway maintenance. The various street and right of way improvements will provide safe paths of travel for those who use Hillside Boulevard to walk or bike to work or for pleasure. The Hillside Boulevard improvement project will also incentivize property owners and developers to invest in development of the property on Hillside Boulevard that has been now zoned for commercial development, thus creating job opportunities for local residents.

## Serramonte Blvd/Collins Ave Roadway Improvement (905)

Scheduled for future (unknown)  
Estimated Project Cost: \$20.0 million.

### Project Scope

The primary purpose of the Serramonte Boulevard and Collins Avenue Master Plan (Master Plan) is to improve the overall design, function and identity of the corridors with a view to supporting the Town of Colma's main economic engine and one of the premier auto rows in the Bay Area. The Master Plan thus addresses the design of the right of way, connections and accessibility, safety and operational challenges, identity and character, sustainability, and green infrastructure. Please refer to <https://www.colma.ca.gov/documents/serramonte-boulevard-collins-avenue-master-plan/> for the Serramonte Boulevard and Collins Avenue Master Plan

## Status as of June 30, 2022

None. Scheduled for future unknown.

## Schedule for FY 2022-23 and Thereafter

It is anticipated that this project will be broken into phases, scheduling of the various phases of design and construction are to be determined.

- Phase 1a: Traffic Signal at Serra Center (separate project)- see project 911 below.
- Phase 1b the island (Collins Ave): Close down the slip lane at Serramonte and Collins in the east bound direction, also restripe Serramonte Boulevard simulating the proposed road diet, (lane reduction) from the Serramonte/Serra Center entrance to El Camino Real.
- Phase 2: Reconstruct Collins Avenue, continuous sidewalks, high visible crosswalks, streetlights, landscaping, underground of overhead utilities, car carrier offloading zones for local car dealerships.
- Phase 3: Continue improvements to Serramonte West: Lane reduction, sidewalks, landscaping, sustainability enhancements, street lighting, and accessibility improvements,
- Phase 4: landscaping, accessibility enhancements, street lighting, bike paths, streetlights.

Please note that phasing is meant to separate the project out into sections, City Council at their discretion can state when they want certain phases to take place.

## Impact on Operation

The project will improve safety and mobility along Serramonte Blvd and Collins Avenue, reducing enforcement costs, and enhancing economic viability going into the future.

## Serramonte/ Serra Center Signalization (911)

Scheduled for FY 2023-24

Estimated Project Cost: \$1.00 million (Future Unfunded)

## Project Scope

Install traffic signal on Serramonte Blvd at the Serra Center entrance (Target). The project will be partially funded by a development impact fee (\$26,000). Estimated project cost of \$500,000 includes for the signalization of the intersection, the road realignment work at Serramonte Boulevard and Collins Avenue and removing the existing slip lane, restriping of Serramonte Boulevard to simulate the proposed lane reduction on Serramonte Boulevard, plus design and project management costs associated with the project.



The elimination of the slip lane will provide a safer approach for pedestrians and bicyclists as vehicles enter Collins Avenue. The removal of the slip lane will provide a landscape area for wayward signage, gateway signage and landscaping while entering into the Serramonte Auto Row District.

Another aspect of this project is to install temporary street stripping to simulate how the lane reduction on Serramonte Blvd. will perform and if the lane reduction is feasible. The restriping of the roadway will simulate the proposed lane reduction and will take two lanes of travel in each direction and reconfigure it to one lane of travel in each direction with a turn lane in the middle of the roadway. The purpose of the middle lane will provide vehicles to enter a safe area to make left hand turns into the various car dealerships and retail outlets. Likewise, vehicles exiting the various businesses along Serramonte will be able to make safe left hand turns onto the roadway and be able to enter the middle lane before merging into the oncoming traffic lane.

The signalization of the Serramonte/Serra Center intersection, roadway reconfiguration roadway striping is part of the Serramonte Blvd/Collins Ave Master Plan. These improvements have been separated for the Master Plan Project (CIP#905) for potential grant funding.

## **Status as of June 30, 2022**

The project currently has set idle due to COVID 19 and is figured to go into design in FY 2022-23.

## **Schedule for FY 2022-23 and Thereafter**

Construction of these improvements are contingent on future grant funding and General Fund contributions. Staff will be pursuing funding opportunities to assist with the buildout of this project.

## **Impact on Operation**

Annual operation and maintenance costs as they relate to the streetlight signal. These improvements will provide both pedestrian and vehicular safety in the Serramonte and Collins Avenue Commercial District.

## **Sterling Park Streetlight (926)**

Scheduled for future (unknown)  
Estimated Project Cost: \$960,000.

## **Project Scope**

The antique streetlights in the Sterling Park Residential Neighborhood have shown signs of deteriorating, some of the streetlights have deteriorated to the point where the rust/decay has rotted through the pole. It is estimated that approximately 10 to 25 percent of the streetlights have different levels of decay from minor to severe. It is projected that the decay process is taking place on the remaining lights, to what extent it has not been determined. It is recommended that the existing streetlights be replaced with lights that are more conducive to the salt air and damp weather conditions. In a City Council Study session, it was the City Council's preference to replace the decaying metal streetlights with an ornate antique concrete pole with energy efficient single luminaire LED lighting. Currently, the Town owns the streetlights, and the Colma Lighting District provides maintenance support and pays for the annual electrical charges. The first phase of the project was to provide a

conceptual plan for the replacement of the streetlights within the Sterling Park residential area. The study has been completed and the next step will be to complete the plans and specifications, secure funding or partial funding with the Colma Lighting District and then go to bid for the streetlight replacement project. The original engineer's estimates that was provided in the study has been increased due to escalation costs as it relates to construction and materials/supplies along with construction management costs.

### **Status as of June 30, 2022**

None, project sat idle due to funding and issues related to COVID-19.

### **Schedule for FY 2022-23 and Thereafter**

Follow up with the Colma Lighting District for contributions for funding. Once established, the project will go into construction design documents and bid approval.

### **Impact on Operation**

The improved street light structures should reduce long term maintenance. Electrical costs, (Even though they are paid for by the County Lighting District) will be reduced due to the energy efficient lighting that is being proposed.

## **Closed Projects in FY 2022-23**

### **Mission Road Bicycle and Pedestrian Improvement Project (903)**

Closed as of December 31, 2021

#### **Project Scope**

The Mission Road Bicycle and Pedestrian Improvements Project includes the implementation of several safety- related improvements for pedestrians, bicyclists, and vehicles along Mission Road between El Camino Real and Lawndale Boulevard.

#### **Status as of December 31, 2021**

The design phase is complete, and the construction phase is nearly completed or will be completed by December 31, 2021.

#### **Schedule for FY 2022-23 and Thereafter**

Closed

## Impact on Operation

The project will provide a safer bicycle and pedestrian path and will mitigate the risk of accidents and control the Town's cost in annual insurance premiums and claims.

## Project Funding and Spending Plan

### Mission Road Bicycle and Pedestrian Improvement Project (903)

#### Funding and Spending History

Funding Type	Budget	Actual	Spending	Project Cost		FY 2021-22 Project Cost	Total Project Cost
				Budget	Thru 6/30/21		
General Fund	590,000	566,228	Prof Consult (71010)	246,804	246,804	-	246,804
OBAG-TLC (35005)	525,000	558,740	Plng&Design (81002)	401,834	401,834	1,569	403,403
OBAG-LSR (35006)	100,000	100,000	Construction (81003)	2,211,362	2,209,793	-	2,209,793
Measure A (22)	350,000	350,000		-			
Safe Route to School (35007)	200,000	200,000					
Gas Tax/RMRA (21)	117,000	117,000					
Measure M (35131)	330,000	320,032					
PLAN JPA	10,000	10,000					
Proj Realloc	638,000	638,000					
Total	2,860,000	2,860,000		2,860,000	2,858,431	1,569	2,860,000
Total Eligible for Grant Reimbursement		(0)	Available Project Budget				(0)



## Active Projects

### Storm Drain System Assessment and Mapping (972)

#### Project Scope

The project will review and analyze the Town's 11 miles of the Storm Drain System. The process will begin with starting to assess the current Storm Drainage system by way of internally videotaping the system in its current state. The video will provide several insights; it will unveil any needed repairs and unrecorded blind or illegal connections. The videotaping equipment used to view the interior of the storm drain lines will also have the capabilities of recording the data and allowing the data to be mapped in the Town's Geographical Information System (GIS). The findings that come through the videotaping process will allow staff to budget for repairs or enhancements to the storm drain system. Only portions of the system will be addressed each year. The project is expected to be a 3-year effort; funding will be requested on an annual basis for the specific scope of work for each year.

#### Status as of June 30, 2022

The project was deferred due to COVID-19 pandemic and has been rescheduled to begin in FY 2022-23. The Storm Water Drainage Assessment Project will need to be funded through the Capital Reserves on an annual basis. This project is anticipated to start FY 2022-23. Budget \$70,000/per year for 3 years starting FY 2022-23.

#### Schedule for FY 2022-23 and Thereafter

Develop a scope of work to go to a qualified contractor by the summer of 2022. The work is estimated to start in late summer/early fall of 2022 and may work its way into the 2023 calendar year.

#### Impact on Operation

Future costs for repairs or enhancements will be evaluated as part of the assessment and will be budgeted in future operating or capital projects.

## Project Funding and Spending Plan

Storm Drain Assessment (972)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	0	70,000	70,000	70,000	0	0	0	0	210,000
Total Funding	0	70,000	70,000	70,000	0	0	0	0	210,000

Storm Drain Assessment (972)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	0	70,000	70,000	70,000	0	0	0	0	210,000
Total Project Budget	0	70,000	70,000	70,000	0	0	0	0	210,000

Storm Drain Assessment (972)		Actual Spent							
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Design (81002)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

## Future Projects

### Projects Funding & Spending Schedule for FY 2022-23 through FY 2026-27

Future Project								
Funding Plan		2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)		0	0	0	0	0	0	0
Unknown Revenue Source		0	0	0	0	0	300,000	300,000
Total Funding		0	0	0	0	0	300,000	300,000

Future Project		Prior						
Spending Plan	Spending	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Colma Creek Channel Repairs (934)		0	0	0	0	0	300,000	300,000
Total Project Budget		0	0	0	0	0	300,000	300,000

# Colma Creek Channel Repairs (934)

Scheduled for future (unknown)  
Estimated Project Cost (\$300,000)

## Project Scope

Sections of the Colma Creek concrete channel have deteriorated over the years. Because there are different levels of deterioration, a study will need to be performed as **Phase 1** of this project. This study will identify, categorize, and map the deteriorated areas, estimate costs to repair those areas, and identify permits required to enter and repair the creek walls and floor. Progress has been made working with The San Mateo County Flood and Sea Level Rise Resiliency District, also known as One Shoreline, to establish a program for creek repairs has been limited due to the presence of COVID 19. Because Colma Creek runs through private properties it is the Town's responsibility to first establish "Right of Entry" (ROE) agreements to enter the creek and eventually easements that will be granted to One Shoreline for creek maintenance and repair when needed. **Phase 2** of the project will be to prepare plans and specifications for the project along with applying for and obtaining all necessary permits to perform the work. **Phase 3** will be the preparation of the bid documents, project and construction management, and the repair work. Once the easements are established and recorded, Colma Creek will become the responsibility of One Shoreline with the Town of Colma assisting the District.

## Status as of June 30, 2022

The Town's role to date is to establish ROE and easements with those property owners where the creek travels through their property. To date, property owners, and contact information has been established. Next step will be to make contact with the various property owners to establish ROE and eventually easements that will be dedicated to One Shoreline for ongoing maintenance and repairs.

## Schedule for FY 2022-23 and Thereafter

In FY 2022-23, staff will be working with the various property owners to inform them of the intent to establish easements so that the responsible agency (One Shoreline) or their agent can clean and maintain the portion of the creek that travels through their property.

## Impact on Operation

Once this assessment is made, Colma staff can petition One Shoreline for the funds that are needed to perform the maintenance and repair work.

## Closed Projects in FY 2021-22

No active projects are scheduled to close by June 30, 2022.



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## Active Projects

### Facility Parking Lot Upgrades and Repairs (953)

#### Project Scope

Several of the Town owned facility parking lots are in need of reconstruction and/or resurfacing along with striping and Americans with Disabilities Act (ADA) upgrades. This project will address long term parking lot maintenance and reconstruction needs at: Creekside Villas, the Colma Community Center and Historical Museum, the Colma Police Station and the Public Works Maintenance Corporation Yard. The work will vary from facility to facility ranging from reconstruction, (Mill and fill) to minor surface treatments, such as crack sealing and slurry coats. All facilities will be restriped. Installation of additional ADA stalls will be considered if feasible for the Colma Community Center parking lot.

Given the recent increase in oil prices and construction escalation costs, it is estimated that the project will increase by more than 20% over original estimates that were presented several years ago.

#### Status as of June 30, 2022

This project was deferred from the FY2021-22 CIP due to the COVID-19 pandemic. After further review and looking at cost saving measures it is estimated that combining all parking lot upgrades, surface treatments and repairs, the Town would get better value bidding out all the parking lot restorations at one time, in lieu of piecemealing the projects. The Police Station, Creekside Villas, Community Center, Historical Museum, and Corporation yard parking lot will be combined into one project.

#### Schedule for FY 2022-23 and Thereafter

The Parking lot upgrades, and repair project is estimated to be ready for City Council consideration and approval in the winter of FY2022-23. The project is estimated to go to construction in the spring of 2023.

## Impact on Operation

No additional annual maintenance costs (Within the 5-year CIP Plan) are anticipated at this time.

## Project Funding and Spending Plan

Facility Parking Lot Upgrades (953)	Funding Since Inception								
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	99,025	0	0	0	0	0	0	0	99,025
Capital Reserve (31)	0	140,975	0	0	0	0	0	0	140,975
Total Funding	99,025	140,975	0	0	0	0	0	0	240,000

Facility Parking Lot Upgrades (953)	Project Budget Inception								
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Creekside & PD Station (81003)	99,025	0	0	0	0	0	0	0	99,025
Recreation, Museum, & Corp Yard	0	140,975	0	0		0	0	0	140,975
Total Project Budget	99,025	140,975	0	0	0	0	0	0	240,000

Facility Parking Lot Upgrades (953)	Actual Spent								
Spending to Date	Thru Apr'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Construction (81003)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

## Housing Element Update (996)

### Project Scope

Pursuant to state law, the Town of Colma is required to update its General Plan's Housing Element on a predetermined schedule. The 6th Cycle Housing Element Update (HEU) is required to be completed and certified by the state by January of 2023. Staff is working with 21 Elements, a consultant who is working with other San Mateo County jurisdictions on tasks related to the preparation of the HEU report, including a housing site inventory and feasibility study. The updated housing element will need to include a map and inventory of sites which will show where 202 units can feasibly be built within the 8-year term of the Housing Element. The sites are determined through the Regional Housing Needs Allocation (RHNA) process and completed by the Association of Bay Area Government (ABAG). In addition, the Housing Element will include policies and implementation items to remove barriers to the production of housing.

Additional required activities may include site re-zonings, policy development, and zoning text amendments. An environmental review of the project is required which will be the process of an amendment to the approved and adopted General Plan Update's Environmental Impact Report (EIR) for the fulfillment of CEQA requirements.



## Status as of June 30, 2022

Preliminary work on the housing site inventory is currently underway. Regular coordination with 21 Elements consultants will continue. The site inventory is prepared with the consideration of staff's meeting with HCD (State Housing and Community Development Agency) in April, and the first draft housing report (for HCD) is reviewed by the Council in June. The first draft report will be forwarded to HCD in June 2022.

## Schedule for FY 2022-23 and Thereafter

A majority of the work will continue through January 2023 when the HEU is due for submittal to the State. In June 2022, the first draft report of the update will be forwarded to HCD for a 90-day review. The final report will be presented to the council by or prior to December 2022 in preparation of the final report to be forwarded to HCD. Final close of the project is anticipated to concluded by June 30, 2023.

## Impact on Operation

Completion and certification of the Housing Element will allow the Town to be in full compliance with state law. Failure to have a certified Housing Element may cause the Town to incur financial or legal penalties and may make the Town ineligible for certain future grants and funding opportunities.

## Project Funding and Spending Plan

Housing Element Update (996)	Funding Since Inception								
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
LEAP Grant (31) - Reimb	65,000	0	0	0	0	0	0	0	65,000
REAP Grant (31) - Reimb	20,000	0	0	0	0	0	0	0	20,000
Capital Reserve (31)	15,000	110,000	0	0	0	0	0	0	125,000
General Fund (11)	0	0	0	0	0	0	0	0	0
Total Funding	100,000	110,000	0	0	0	0	0	0	210,000

Housing Element Update (996)	Project Budget Inception								
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Planning & Design (81002)	99,817	110,000	0	0	0	0	0	0	209,817
Total Project Budget	99,817	110,000	0	0	0	0	0	0	209,817

Housing Element Update (996)	Actual Spent								
Spending to Date	Thru Apr'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Planning & Design (81002)	20,398	0	0	0	0	0	0	0	20,398
Total Project Spending to Date	20,398	0	0	0	0	0	0	0	20,398

## **Public Arts Program (980)**

### **Project Scope**

The Town of Colma's Strategic Plan for 2020-2022 includes an objective of developing a public art and wayfaring program, in the interest of building upon our community identity and maintaining quality of life. On October 13, 2021 and February 23, 2022 the Planning Department presented a public art study session to the City Council in order to gauge interest in implementing public art in Colma. In FY 2022-23 staff is proposing 2-4 pieces of small public art. Once approved, staff would recommend designs that are decorative and that depict uncontroversial subjects.

#### **Paint or vinyl-wrap two utility cabinets**

Utility cabinets are a popular site for small-scale public art. In Redwood City, the artist fee for painting a utility cabinet is \$500 and the cost of UV-resistant coating can cost up to \$1,000. Some potential starter sites for art on utility cabinets include Junipero Serra Blvd (near Serra Center) and at Colma Blvd and Junipero Serra Blvd (near 280 Metro Center). Some jurisdictions order vinyl wraps rather than painting directly on the utility cabinet, though that increases the project cost.

#### **Paint on bike rack at the Colma Community Center**

Bike racks can be detached from their location and shipped or driven to an artist to paint and return. Great candidates for this treatment could include the bike racks at Town Hall and/or the bike rack at the Colma Community Center and Historical Museum.

### **Status as of June 30, 2022**

New Project.

### **Schedule for FY 2022-23 and Thereafter**

Town staff will prepare requests for proposals for qualified artist and interested residents to participate in the Town's civic art program. Once proposals have been received, Town staff will engage the City Council to review the short list of candidates so that the artist can be commissioned to perform their artistry on various pieces of utility cabinets or Town owned bike racks.

### **Impact on Operation**

There will be some minor work on keeping the art clean and free of graffiti. Civic art is an expression of the local community, which can help create civic pride in the community. This art project is the one of many projects that will keep the local community engaged in Colma.

## Project Funding and Spending Plan

Public Arts Program (980)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	0	15,000	0	0	0	0	0	0	15,000
Total Funding	0	15,000	0	0	0	0	0	0	15,000

Public Arts Program (980)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Construction (81003)	0	15,000	0	0	0	0	0	0	15,000
Total Project Budget	0	15,000	0	0	0	0	0	0	15,000

Public Arts Program (980)		Actual Spent							
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Construction (81003)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

## Town-Wide Branding (959)

### Project Scope

The 2012 Economic Development Plan identified several strategies within the framework of the study. One of the strategies was to create Branding and Promotional Materials emphasizing Colma's commercial activities. Phase 1 of this project will be to prepare an RFP and hire a firm to develop a community branding campaign. The process will involve local outreach, surveys, interviews with business leaders, and other research, and utilizing this information to establish creative options for the community's brand. Phase 2 will be to launch an expanded image and branding campaign highlighting Colma's brand through logo, marketing brochures, letterhead, street light banners, promotional campaigns, advertisements, and tag lines. Staff will look to partner with local businesses and shopping centers for funding opportunities.

### Status as of June 30, 2022

This Project was deferred in FY2021-22 due to the COVID-19 pandemic, however some initial groundwork has been started by the Economic Development Ad-Hoc Committee and outreach to business community.

### Schedule for FY 2022-23 and Thereafter

Phase 1 of this project is scheduled to begin in FY 2022-23 and carryover into FY 2023-24 for Phase 2.

## Impact on Operation

There may additional annual costs to maintain the branding campaign which may include updated street light banners and marketing materials.

## Project Funding and Spending Plan

Town-Wide Branding (959)		Funding Since Inception								
Funding Plan		Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)		0	100,000	100,000	0	0	0	0	0	200,000
	Total Funding	0	100,000	100,000	0	0	0	0	0	200,000

Town-Wide Branding (959)		Project Budget Inception								
Spending Plan		Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Profession Consultant (71010)		0	100,000	100,000	0	0	0	0	0	200,000
Total Project Budget		0	100,000	100,000	0	0	0	0	0	200,000

Town-Wide Branding (959)	Actual Spent								
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Profession Consultant (71010)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

## Urban Tree Master Plan & Improvement (998)

### Project Scope

An Urban Tree Master Plan outlines the objectives and actions needed to sustain, protect, and enhance trees along streets, parks, and open space area. The Town's trees have been tagged and entered into a GIS database. The next step is to contract with a certified arborist to survey and assess the health of town trees and provide a tree maintenance schedule that includes pruning, fertilizing, and replacing trees. The result of the study will be incorporated into the existing GIS database, along with tree maintenance and replacement schedule.

Cost for the tree survey and incorporating the results into the GIS database is estimated at \$100,000.

The project also includes tree replacement; however, an analysis of the existing tree conditions is required prior to any replacement. Staff is recommending a budget of \$200,000 for future year tree replacement.

### Status as of June 30, 2022

No work to date has taken place.

## Schedule for FY 2022-23 and Thereafter

This fall, staff will develop a scope of work, and prepare a Request for Proposals for the tree inventory and development of the GIS data base. Tree replacement will be determined after the inventory has been completed.

## Impact on Operation

Managing the Town owned trees will provide Public Works staff with a clearer understanding of what is needed to keep our tree inventory healthy and safe. This is also a best management practice that will assist the Town in keeping annual insurance cost down and reasonable.

## Project Funding and Spending Plan

Urban Tree Master Plan & Program (998)	Funding Since Inception								
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	0	100,000	200,000	0	0	0	0	0	300,000
Total Funding	0	100,000	200,000	0	0	0	0	0	300,000

Urban Tree Master Plan & Program (998)	Project Budget Inception								
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Profession Consultant (71010)	0	100,000	200,000	0	0	0	0	0	300,000
Total Project Budget	0	100,000	200,000	0	0	0	0	0	300,000

Urban Tree Master Plan & Program (99)	Actual Spent								
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Profession Consultant (71010)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

## Zoning Code Update (997)

### Project Scope

Pursuant to state law, the Town of Colma is required to amend its zoning code and zoning map after the adoption of the General Plan, which was completed in March 2022. The General Plan and zoning must be consistent with one another. The Town of Colma zoning code has been added to over the years, making it challenging to find information with land uses and development standards for each zone in two separate places in the code. The code requires reformatting and updating to be more user friendly. In addition, in anticipation of the Municipal Code being converted to a searchable document by sections, the update will align with the goal of creating an easily searchable document. Sections will also be updated to comply with current state law. An environmental document will be required to be prepared as required by CEQA requirements.

The project was added to the FY 2020-21 CIP as part of the mid-year budget amendment.

## Status as of June 30, 2022

This project started in the first quarter of 2022 and is anticipated to be completed in 2023.

## Schedule for FY 2022-23 and Thereafter

Continued work on the Zoning Code update, including several study sessions with City Council and public will be held to gather opinions and direction regarding land use, zoning map, compatibility with other codes and ordinances, and compliance with CEQA requirements.

## Impact on Operation

The Zoning Code update will improve usability of the zoning code by the public and developers. Staff will ensure that the zoning code complies with current legal requirements and that it is consistent with the adopted General Plan Update.

## Project Funding and Spending Plan

Zoning Code Update (997)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Capital Reserve (31)	100,000	0	0	0	0	0	0	0	100,000
General Fund (11)	0	80,000							80,000
Total Funding	100,000	80,000	0	0	0	0	0	0	180,000

Zoning Code Update (997)		Project Budget Inception							
Spending to Date	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Planning & Design (81002)	100,000	80,000	0	0	0	0	0	0	180,000
Total Project Spending to Date	100,000	80,000	0	0	0	0	0	0	180,000

Zoning Code Update (997)		Actual Spent							
Spending to Date	Thru Apr'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Planning & Design (81002)	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0



## Future Projects

### Projects Funding & Spending Scheduled for FY 2022-23 through FY 2026-27

Future Project Funding Funding Plan	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	345,000	100,000	0	0	0	0	445,000
Unknown Revenue Source	1,250,000	0	0	0	0	600,000	1,850,000
Total Funding	1,595,000	100,000	0	0	0	600,000	2,295,000

Future Project Funding Spending Plan	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Bark Park Upgrades (958)	95,000	0	0	0	0	0	95,000
Community Center Facility Painting (960)	0	100,000	0	0	0	0	100,000
Corp Yard Car Wash Upgrade (954)	170,000	0	0	0	0	0	170,000
EV Charging Station at Town Facilities (TBD)	0	0	0	0	0	300,000	300,000
HVAC System Replacement @ PD (943)	1,250,000	0	0	0	0	0	1,250,000
Solar Panel Installation at Colma Community Center (TBD)	0	0	0	0	0	300,000	300,000
Sterling Park Facility Improvement (948)	80,000	0	0	0	0	0	80,000
Total Project Budget	1,595,000	100,000	0	0	0	600,000	2,295,000

### Bark Park Upgrade (958)

Scheduled for FY 2023-24  
Estimated Project Cost: \$95,000

#### Project Scope:

The Bark Park located on lower D Street provides dog owners a site where they can allow their pets to play, run and socialize with other dogs. Though the park caters to dogs, it is also a place where residents can meet while their pets play and be contained within a safe and confined area. Currently, the Bark Park is an underutilized park space, due to the fact that much of the facility has grown old, and is in need of repair and upgrades. The proposed project and upgrades include:

- Additional Picnic and seating spaces
- Resurface and expand grass area
- Install concrete curbing around lawn and decomposed granite walkways
- Provide play features for pets, including obstacle course and add additional pet amenities
- Add permanent shade structure over benches and picnic table area

- Add outdoor message board
- Replace fencing as needed

The funding is expected to come from the Town's CIP reserves.

### **Status as of June 30, 2022:**

The funding for the project has been secured through the Parks & Recreation per capita grant program.

### **Schedule for FY 2022-23 and Thereafter**

The project is scheduled to start in the fall of 2023 and is estimated to be completed by early 2024.

### **Impact on Operation**

Annual repairs will decrease, operation and maintenance of the Bark Park facility should stay the same as in past years.

## **Colma Community Center Painting and Repair (960)**

Schedule for FY 2024-25  
Estimated Project Cost: \$100,000

### **Project Scope**

The work will include painting of the exterior, minor trim and building repairs, re-staining of the back deck, painting of miscellaneous iron work, guard and handrails. The Project is scheduled to take place in FY 2024-25.

### **Status as of June 30, 2022**

None. Project was originally scheduled to start in FY 2022-23. The project start has been pushed to FY 2024-25.

### **Schedule for FY 2023-24 and Thereafter**

The project is scheduled to start and be completed in the summer of 2024.

### **Impact on Operation**

Painting and minor repair work will decrease some of the annual maintenance costs as it relates to the exterior of the building.



## Corporation Yard Car Wash Upgrade (954)

Scheduled for FY 2023-24  
Estimated Project Cost: \$170,000

### Project Scope

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

### Status as of June 30, 2022

This Project is scheduled to begin in FY 2023-24.

### Schedule for FY 2022-23 and Thereafter

This Project scope and plans are to be developed in the fall/winter of 2023. Anticipated construction is scheduled for spring of 2024.

### Impact on Operation

This project will decrease the Public Works Maintenance Workers time in the washdown of equipment and cleanup and keep the Public Works Department in compliance with the State Water Board.

## EV Charging Station at Town Facilities (TBD)

Schedule for future (unknown)  
Estimated Project Cost: \$300,000

### Project Scope

Several level 2 electrical vehicles (EV) charging stations are being considered for installation at the Colma Community Center and Colma Police Facility. The project would include designing the system, upgrading the existing electrical systems at the facilities, and installing the needed infrastructure and associated hardscape to harbor the EV Chargers. The funding plan for this project is being pursued by Peninsula Clean Energy (PCE), one of the Town's energy providers.

### Status as of June 30, 2022

In discussion with PCE on the scope and cost of the project.

## **Schedule for FY 2022-23 and Thereafter**

Continue to search out funding to assist with the EV Charger installation.

### **Impact on Operation**

Provides a public need and the EV Chargers in the police facility will assist in less dependency on gas. Providing EV Chargers will also assist in reducing greenhouse gases.

## **HVAC System Replacement at Police Station (943)**

Schedule for FY 2023-24  
Estimated Project Cost: \$1,250,000

### **Project Scope**

The HVAC system at the Colma Police Station is showing signs of failure due to exposure from the weather, quality of the equipment, and everyday normal use. The Department operates 24/7 increasing the rate of wear and tear on the HVAC system. The other area of concern is the current HVAC system uses R-22 refrigerant.

Production of R-22 refrigerant has stopped as of 2020 due to its harmful effects to the environment. Currently, the only R-22 available in the market are from recycled stock. As the recycled stock is depleted, the cost of R-22 will increase to the point where it will be more cost effective for the Town to replace the HVAC system.

This project is slated to be in the CIP long range plans, consideration for replacing the HVAC equipment is estimated to be 2-3 years out (approximately 2024), funding for replacement will be pursued through State and Local grant programs that assist in energy equipment upgrades.

The increase in construction is due to escalation costs as it relates to equipment and labor. Design, construction administration was also added to the original construction budget.

### **Status as of June 30, 2022**

Town staff has pursued grant funding to help offset the budget costs to replace the Police Facility HVAC system.

## **Schedule for FY 2022-23 and Thereafter**

Depending on the condition of the HVAC system and the Town's HVAC maintenance contractor's assessment, the project is temporarily scheduled for rehabilitation in FY 2023-24 (maybe able to be pushed out to 2024-25 if outside funding assistance does not become available).

### **Impact on Operation**

Costs for both Maintenance and operation should decrease due to the efficiencies of a new system and annual maintenance should be limited to general maintenance and not having to make needed repairs. Annual maintenance is required.

## **Solar Panel Installation at Colma Community Center (TBD)**

Schedule for future (unknown)  
Estimated Project Cost: \$300,000

### **Project Scope**

The Town and Peninsula Clean Energy (PCE) are participating in a Solar and Storage Collaborative Procurement Process in an effort to secure a solar installation at the Community Center. If successful, the solar installation will be funded by PCE through an on-bill finance type program. However, the cost for a battery back-up system would make the project too costly for an on-bill finance program. Staff will seek funding for battery back-up system with an estimated cost of \$300,000.

### **Status as of June 30, 2022**

Working with outside consultants to help secure State and Federal assistance in funding the solar battery back-up system.

### **Schedule for FY 2022-23 and Thereafter**

Will continue to work on grant funding to assist in the purchase and installation of the battery back-up system.

### **Impact on Operation**

The solar panel installation along with the battery back-up system will allow the Colma Community Center to function during a power outage. It will also allow the facility to be less dependent on energy provided by PCE or PG&E. Use of solar will decrease the Town's greenhouse gas emissions and lower its carbon footprint.

## **Sterling Park Facility Improvement (948)**

Schedule for FY 2023-24  
Estimated Project Cost: \$80,000

### **Project Scope**

The Sterling Park facility is in need of some minor repairs and enhancements. The improvements would include refurbishing of the exterior basketball court, installing new picnic furniture across from the outside restrooms, and upgrading the exterior bathrooms.

### **Status as of June 30, 2022**

Pursued funding to assist with these upgrades and improvements

### **Schedule for FY 2022-23 and Thereafter**

Once funding is secured, requests for pricing will be pursued for the various repairs and upgrades.

## Impact on Operation

Will decrease annual maintenance and improve day to day recreation activities.

## Closed Projects in FY 2022-23

### Colma Museum Facility Repair & Painting (951)

Will close by June 30, 2022

#### Project Scope

The Historical Museum Facility is currently in need of painting. The work includes minor building repairs such as plaster touch up, dry rot repairs, and window and trim repairs or replacement.

#### Status as of June 30, 2022

The Colma Museum painting and repair project was completed in FY 2021-22.

#### Schedule for FY 2022-23 and Thereafter

None. This project will be completed by June 30, 2022. Future improvements will be monitored as part of the operating facilities budget.

## Impact on Operation

No additional annual maintenance costs are anticipated at this time, outside of normal day to day wear and tear on the facility.

### Project Funding and Spending Plan

#### Colma Museum Facility Repair & Painting (951)

##### Funding and Spending History

Funding Type	Budget	Actual	Spending	Budget	Project Cost Thru 6/30/21	Project Cost FY 2021-22	Total Project Cost
General Fund (11)	75,000	75,000	Repair & Painting (81003)	75,000	-	75,000	75,000
Total Funding	75,000	75,000	Total Spending to Date	75,000	-	75,000	75,000
Pending Grant/Other Reimbursements		-	Available Project Budget				-

# Creekside Villas Repair and Painting (952)

Closed as of December 31, 2021

## Project Scope

The Creekside Villas Facility is currently in need of painting and minor trim repair. The work will include:

- minor exterior repairs.
- window and exterior wood trim repair and/or replacement. stair and deck resurfacing.
- exterior preparation and painting of main building & axillary structures.
- replacement of awnings.

## Status as of December 31, 2021

Exterior painting was completed 2019. The Town solicited but did not receive any proposals for the other exterior repairs. Remaining \$40,000 in the budget has been returned to the City Facilities Fund (83) to be used for rental operating cost and improvements at Creekside Villa and Verano.

## Schedule for FY 2022-23 and Thereafter

None. Project closed.

## Impact on Operation

Outstanding exterior repairs will be addressed as part of the rental facility operating budget.

## Project Funding and Spending Plan

### Creekside Villa Repair & Painting (952)

#### Funding and Spending History

Funding Type	Budget	Actual	Spending	Budget	Project Cost Thru 6/30/21	Project Cost FY 2021-22	Total Project Cost
City Facility (83)	55,000	55,000	Repair & Painting (81003)	55,000	55,000	-	55,000
Total Funding	55,000	55,000	Total Spending to Date	55,000	55,000	-	55,000
Pending Grant/Other Reimbursements		-	Available Project Budget				-

# General Plan Update (991)

Scheduled to close on June 30, 2022.

## Project Scope

Update General Plan to comply with State Law. The General Plan governs development within Town limits.

## Status as of June 30, 2022

The Town applied and received a \$160,000 grant for the update of the General Plan.. The General Plan Update (GPU) and associated Draft Environmental Impact Report (DEIR) was presented to City Council Study Session on December 9, 2021. The public review period ended on January 25, 2022. No comments were received.

The Final EIR, CEQA Statement of Overriding Consideration, and the 2040 General Plan Update was approved and adopted by the City Council on March 23, 2022.

The \$160,000 grant will offset a portion of the increase.

## Schedule for FY 2022-23 and Thereafter

None. The General Plan Update was adopted by resolution on March 24, 2022. The next phase is in the Housing Element Update and the Zoning Code Update, listed in CIP #996 & 997 respectively)

## Impact on Operation

The General Plan guides the Town's residential and commercial developments. It also ensures compliance with State and Federal regulations.

## Project Funding and Spending Plan

### General Plan Update (991)

#### Funding and Spending History

Funding Type	Budget	Actual	Spending	Budget	Project Cost Thru 6/30/21	Project Cost FY 2021-22	Total Project Cost
General Fund (11)	489,915	489,915	Plng&Design (81002)	653,000	594,835	58,165	651,755
Capital Reserve (31)	3,085	3,085					
SB2 Grant (31)	160,000	93,000					
Total Funding	653,000	586,000	Total Spending to Date	653,000	594,835	56,920	653,000
Pending Grant/Other Reimbursements		67,000	Available Project Budget				0

# Recreation Operation and Facility Master Plan (995)

Schedule for future (unknown)  
Estimated Project Cost: \$50,000

## Project Scope

The Recreation Department has grown over the last several years. The department has added additional community events, in-house programs and contract programs. The department plans to continue to grow in all areas of service, more specifically in teen and senior programming. The department seeks to develop solutions to facilities' needs that will better serve our current and future residents. The department is requesting that the facility master plan study provides:

- Options for areas of possible future expansion.
- Help to identify a designated space for teens (Teen Center).
- Clarify design information to make a more informed decision on future facility additions or remodels.
- Evaluation of present facility conditions and future requirements to identify needs.
- Feasibility study and program plan to identify all viable options and their costs.

While this project is important for the expansion of the Recreation Department, the Department will be shifting its focus on community engagement and programming in a post-COVID world and will revisit this project at a later time. In the meantime, this project will be removed from the Colma Capital Improvement Plan.



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## Active Projects

### Equipment Purchase and Replacement (984)

#### Project Scope

This Capital Improvement Project covers the purchase of major equipment Town-wide.

**In the FY 2019-20**, the Police Department updated the dispatch center radio and equipment. The Police base station radio and dispatch console equipment was nearing its useful life. The dispatch center was upgraded to digital in preparation for future radio updates. The radio itself will remain an analog system to be consistent with other Police Departments in San Mateo County and to communicate with Town Officers. The minimum life expectancy is 10 years. The project funding of \$250,000 is required in FY 2019-20. This purchase was completed in FY 2020-21. The total project cost is \$217,661. Available funding of \$32,339 was allocated to update the Council Chamber AV system.

**For FY 2021-22**, the program includes the purchase and installation of

- Body worn cameras and in-car cameras for the Police operation. The purchase will include new tasers, automatic license plate reader (ALPR) units, and new computers for the police cars to support the new in-car camera systems. Projected cost is \$191,000.
- AV System to update the Colma Council Chamber to offer participants to join City Council meeting through a hybrid model, when the City Council meetings return to in-person.

The **FY 2022-23** program includes the following:

- Lawnet Equipment Upgrade: The Lawnet network connects the police departments and the County's criminal justice agencies together and provides a gateway to external criminal justice networks. It is a secure network that meets California DOJ and FBI standards for electronically transporting criminal justice information. The current system is more than 12 years old and must be replaced because of its age. Additionally, Lawnet uses old-style AT&T circuits that are increasingly unreliable and expensive. The circuits need to be



replaced with more modern fiber-optic circuits. Also, we are faced with higher standards for encryption that cannot be met with the old Lawnet equipment.

- **Radio Encryption Upgrade:** Following a mandate by California Department of Justice all law enforcement agencies must encrypt their radio communications. The reason for the encryption is protect individuals Private Identifying Information PII from becoming public. The Colma Police Department is currently working with both the San Mateo County Chief of Police and Sheriff's Association as well as outside consultant Telecommunications Engineering Associates TEA. The compliance deadline is 12/31/2023.

## **Status as of June 30, 2022**

The Automatic License Plate Reader (ALPR) system and the Police body-worn and in-car cameras have been purchased and installed.

As for the Council Chamber AV System Upgrade, the Town is waiting for the equipment to arrive. The delay is due to supply shortages as a result of supply chain issues which arose from COVID and the War in Ukraine.

## **Schedule for FY 2022-23 and Thereafter**

The Police Department will update its Lawnet system and continue to collaborate with neighboring jurisdictions in exploring solutions to the radio encryption mandate.

## **Impact on Operation**

Depending on the selected system features, there may be annual maintenance or subscription cost that will be added to the operating budget.

## Project Funding and Spending Plan

Equipment Purchase and Repl (984)	Funding Since Inception								
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	451,000	0	0	0	0	0	0	0	451,000
Capital Reserve (31)	0	150,000	0	0	0	0	0	0	150,000
Total Funding	451,000	150,000	0	0	0	0	0	0	601,000

Equipment Purchase and Repl (984)	Project Budget Inception								
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
PD Radio Update	217,661	0	0	0	0	0	0	0	217,661
Council Chamber AV System	32,339	0	0	0	0	0	0	0	32,339
PD Camera (In-Car & Body Worn)	201,000	0	0	0	0	0	0	0	201,000
PD Radio Encryption (80005)	0	130,000	0	0	0	0	0	0	130,000
PD Lawnet Upgrade (80005)	0	20,000	0	0	0	0	0	0	20,000
Total Project Budget	451,000	150,000	0	0	0	0	0	0	601,000

Equipment Purchase and Repl (984)	Actual Spent								
Spending to Date	Thru Apr'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Equipment Purchase (80005)	276,370	0	0	0	0	0	0	0	276,370
Tech Purchase & Support (81005)	49,693	0	0	0	0	0	0	0	49,693
Total Project Spending to Date	326,063	0	0	0	0	0	0	0	326,063

## Financial Software Replacement (965)

### Project Scope

The Town of Colma currently uses Eden Software provided by Tyler Technologies to record, manage and track all of the City's revenues, expenditures and financial transactions. In March 2022, Tyler Technologies notified all Eden users that they will retire the Eden system on March 1, 2027. They are encouraging all Eden system users to transition to their other financial system, Munis.

Features to be requested from the software vendors include the full range of City Financial System capabilities including General Ledger (GL), Accounts Receivable, Accounts Payable, Budget, Payroll, Purchasing, Accounting and Cash Management. Optional features may include Cash Register System, Project Budget Tracking, Online Transparency Reporting, and Permit Payment Tracking. As part of the RFP and selection process, software vendors will be asked to provide a response to the RFP that offers both an on-site server-based system and a hosted/cloud-based system.

The implementation will take up to 3 years from the start of the contract. The proposed budget of \$550,000 does not include staff augmentation needs during the system implementation and data conversion process.

## Status as of June 30, 2022

Schedule demo and preliminary quotes for the system.

## Schedule for FY 2022-23 and Thereafter

Evaluate and select system based on the need of the Town and begin data conversion process. During the data conversion phase, the Town will need additional financial assistance during the audit and budget seasons. Further discussion on staff augmentation will be discussed at a regular City Council meeting during the ERP selection.

## Impact on Operation

During the software implementation, the workload will increase for the Finance Department. The Department may consider the use of an intern to assist in the process. Once the system is in, there may be cost-saving measures available.

## Project Funding and Spending Plan

Financial Software Rplc (965)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	100,000	0	20,000	0	0	0	0	0	120,000
Capital Reserve (31)	0	430,000	0	0	0	0	0	0	430,000
Total Funding	100,000	430,000	20,000	0	0	0	0	0	550,000

Financial Software Rplc (965)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Consult/Contr Svc	30,000	0	20,000	0	0	0	0	0	50,000
Software & Network	70,000	430,000	0	0	0	0	0	0	500,000
Total Project Budget	100,000	430,000	20,000	0	0	0	0	0	550,000

Financial Software Rplc (965)		Actual Spent							
Spending to Date	Thru Apr'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Consult/Contr Svc	0	0	0	0	0	0	0	0	0
Software & Network	0	0	0	0	0	0	0	0	0
Total Project Spending to Date	0	0	0	0	0	0	0	0	0

# IT Infrastructure Upgrades (986)

## Project Scope

The ongoing maintenance of computers, as well as the Town's backbone network, requires periodic upgrades to ensure that operations continue. The project includes:

- Replacement of desktop computers and other equipment.
- Technology needs in the Town Hall facility and other Town-owned facilities.
- Update software.
- Update and upgrade to servers, switches and routers.
- New switch to interconnect the Police Department and Town Hall sites.

## Status as of June 30, 2022

This Project is ongoing.

## Schedule for FY 2022-23 and Thereafter

IT and Infrastructure upgrades is an ongoing capital investment.

## Impact on Operation

This ongoing program provides timely replacement of essential technology hardware to ensure minimal impact on Town daily operation.

## Project Funding and Spending Plan

IT Infrastructure Upgrades (986)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	50,000	0	50,000	50,000	50,000	50,000	50,000	0	300,000
Capital Reserve (31)	0	50,000	0	0	0	0	0	0	50,000
Total Funding	50,000	50,000	50,000	50,000	50,000	50,000	50,000	0	350,000

IT Infrastructure Upgrades (986)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Software & Network	50,000	50,000	50,000	50,000	50,000	50,000	50,000	0	350,000
Total Project Budget	50,000	50,000	50,000	50,000	50,000	50,000	50,000	0	350,000

IT Infrastructure Upgrades (986)		Actual Spent							
Spending to Date	Thru Apr'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Software & Network (2022)	35,235	0	0	0	0	0	0	0	35,235
Software & Network (2023-2028)	0	50,000	50,000	50,000	50,000	50,000	50,000	0	300,000
Total Project Spending to Date	35,235	50,000	50,000	50,000	50,000	50,000	50,000	0	335,235

# Vehicle Replacement (987)

## Project Scope

This Capital Improvement Project covers the purchase of vehicles and major fleet items Town-wide.

In the **FY 2021-22**, the Police Department will replace the patrol supervisor vehicle (Flex Fuel Tahoe, \$64k), a patrol (Hybrid Explorer, \$60k) and one detective vehicle (Honda, \$40k). The cost of these three vehicles is estimated at \$164,000, including outfitting with public safety equipment.

For **FY 2022-23**, the Town plans to replace the Public Works Maintenance Truck, and two police patrol vehicles (2015 Ford Explorers).

## Status as of June 30, 2022

The Police Department purchased the two patrol vehicles and will defer the detective vehicle to FY 2022-23.

## Schedule for FY 2022-23 and Thereafter

This is an ongoing CIP project.

## Impact on Operation

The goal of this ongoing program is to keep operating maintenance costs low.

### Project Funding and Spending Plan

Vehicle Replacement (987)		Funding Since Inception							
Funding Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Fleet Replcmnt (61)	164,000	220,000	150,000	215,000	150,000	200,000	150,000	0	1,249,000
Total Funding	164,000	220,000	150,000	215,000	150,000	200,000	150,000	0	1,249,000

Vehicle Replacement (987)		Project Budget Inception							
Spending Plan	Thru Jun'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Police Patrol (7)	124,000	150,000	150,000	150,000	150,000	150,000	150,000	0	1,024,000
Police Non-Patrol (8)	40,000	0	0	0	0	0	0	0	40,000
Public Works (3 + heavy equipment	0	70,000	0	0	0	0	0	0	70,000
Town Hall & Recreation (2)	0	0	0	65,000	0	50,000	0	0	115,000
Total Project Budget	164,000	220,000	150,000	215,000	150,000	200,000	150,000	0	1,249,000

Vehicle Replacement (987)		Actual Spent							
Spending to Date	Thru Feb'22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Vehicles Purchase (80002)	94,787							0	94,787
Total Project Spending to Date	94,787	0	0	0	0	0	0	0	94,787

# Future Projects

## Projects Funding & Spending Schedule for FY 2022-23 through FY 2026-27

Future Project Funding							
Funding Plan	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
General Fund (11)	0	250,000	0	0	0	0	250,000
Total Funding	0	250,000	0	0	0	0	250,000

Future Project Funding							
Spending Plan	2023/24	2024/25	2025/26	2026/27	2027/28	Unfunded	Total
Phone System Upgrade (982)	0	250,000	0	0	0	0	250,000
Total Project Budget	0	250,000	0	0	0	0	250,000

## Phone System Upgrade (982)

### Project Scope

The Town currently uses the ShoreTel telephone system for all Town facilities. The system was installed and implemented in FY 2014-15 and the VoIP infrastructure is managed by Stepford. The average useful life of a commercial phone system is 5-8 years. Our system is 7 years old and replacement will be required once the Town has depleted its inventory of replacement parts, which are no longer available in the market.

### Status as of June 30, 2022

New project.

### Schedule for FY 2022-23 and Thereafter

Monitor the need for replacing the phone system based on inventory and system support.

### Impact on Operation

Depending on the infrastructure of the replacement phone system, there may be annual subscription cost to be added to the Town's operating budget.

## Closed Projects in FY 2022-23

No active projects scheduled to close by June 30, 2022.



Previous



This section of the Budget provides additional analysis based on historical trends and a projection of future revenues and expenditures. Included are schedules showing five years of actual revenues and expenditures data for all funds. The General Fund comprises the most significant component of the Town's financial base. A five-year General Fund projection was prepared. The projection is a high-level forecast that can be used as a financial planning tool.

## Historical Revenues and Expenditures (All Funds)

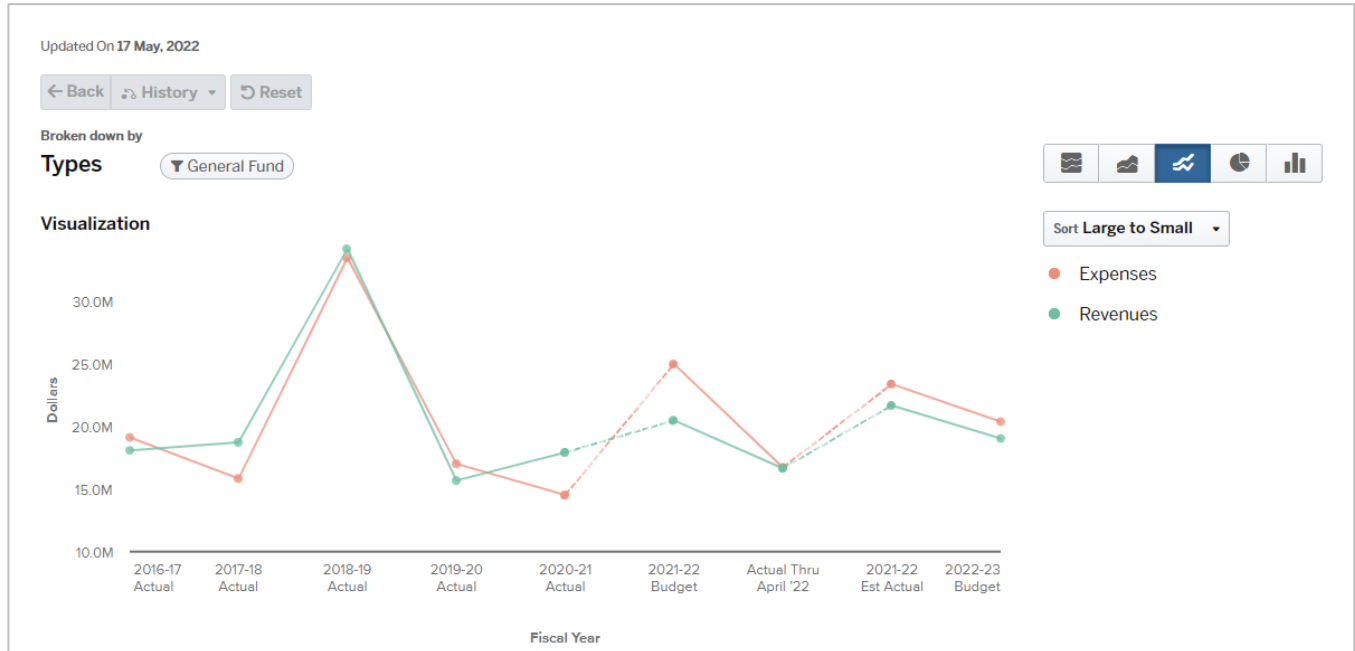
The table summarizes the Town's activities since FY 2016-17. The table separates out operating activities from capital, as capital activities vary dramatically depending on the capital program. For example, the Town Hall Campus Renovation capital project entered construction phase in FY 2017-18 and FY 2018-19. As a result, the capital program expenses in those fiscal years were more than \$8.0 million. As for operating activities, the Town's operating revenue had been sufficient to support operating expenses, including debt services.

All Fund	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est. Actual	2022-23 Budget
<b>Operating</b>									
Operating Revenue	18,353,574	18,917,285	19,650,707	16,918,721	19,272,334	18,826,733	14,711,671	19,691,547	20,386,954
Operating Expense	(13,493,068)	(14,951,522)	(13,541,729)	(16,589,844)	(14,738,213)	(19,500,224)	(14,636,341)	(18,473,811)	(19,814,679)
Debt Service	(299,069)	(295,263)	(301,669)	(297,218)	(297,719)	(297,569)	(88,134)	(297,569)	(298,669)
Operating Subtotal	4,561,437	3,670,500	5,807,308	31,659	4,236,403	(971,061)	(12,804)	920,167	273,607
<b>Capital</b>									
Capital Revenue	393,667	322,610	496,099	797,803	1,268,849	403,152	218,703	447,805	2,370,413
Capital Expense	(3,748,860)	(8,396,881)	(8,109,201)	(1,239,516)	(3,522,145)	(1,271,434)	(359,640)	(1,231,434)	(4,602,075)
Capital Subtotal	(3,355,192)	(8,074,270)	(7,613,102)	(441,713)	(2,253,296)	(868,282)	(140,937)	(783,629)	(2,231,662)
Net Impact on Reserve	1,206,245	(4,403,770)	(1,805,794)	(410,054)	1,983,107	(1,839,343)	(153,741)	136,538	(1,958,055)



## General Fund Revenues & Expenditures Trend (including transfers)

As for General Fund activities, the Town reduced reserves in FY 2016-17 and FY 2019-20 and added to reserves in FY 2017-18, FY 2018-19, and FY 2020-21. FY 2016-17 includes a \$5.5 million transfer to the capital program for the Town Hall Campus Renovation. As for FY 2019-20, the Town had to drawdown on reserve due to the fiscal impact of the COVID-19 pandemic.



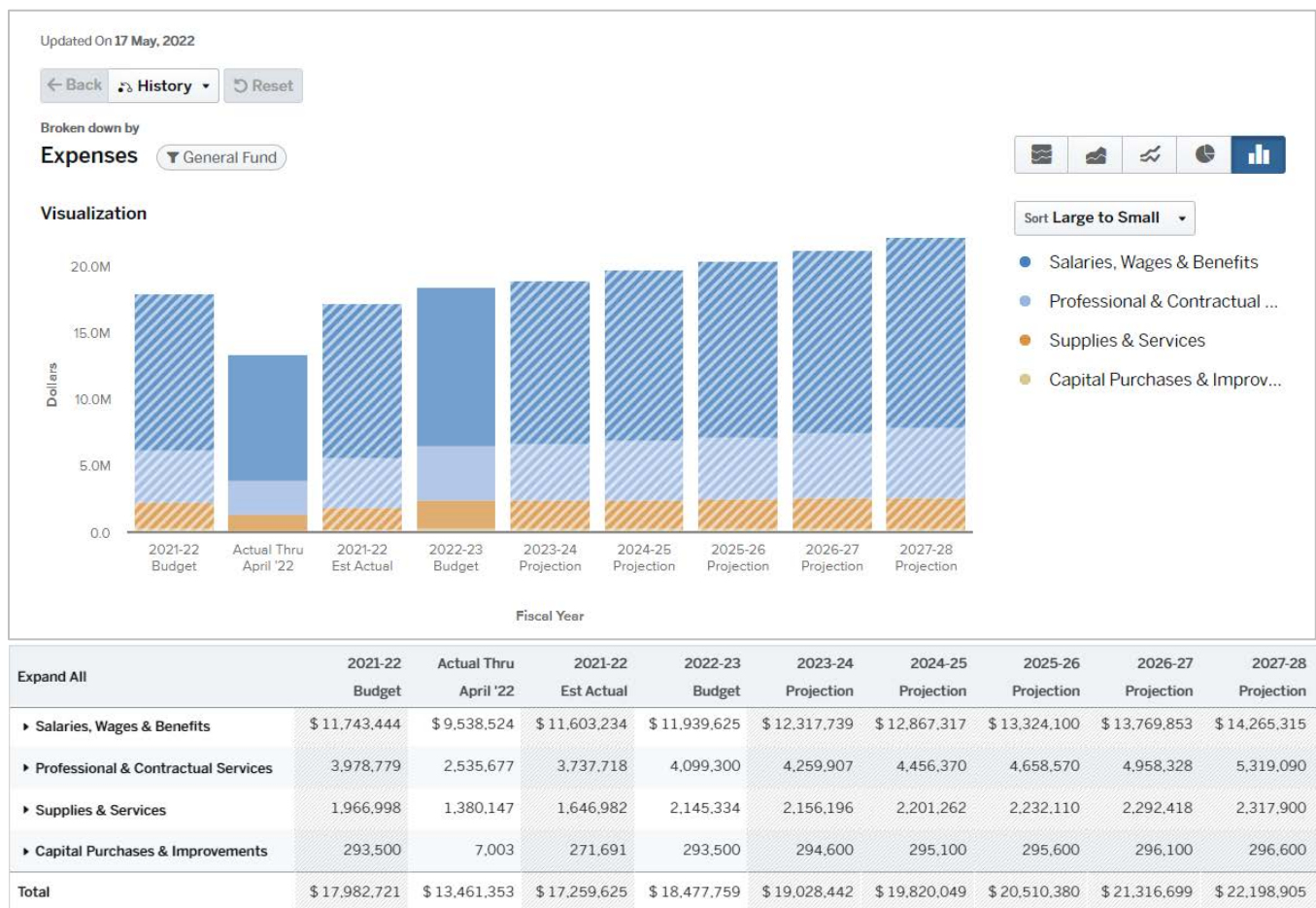
Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget
► Revenues	\$ 18,125,608	\$ 18,745,552	\$ 18,394,614	\$ 15,638,109	\$ 17,845,355	\$ 17,531,264	\$ 13,681,790	\$ 18,370,806	\$ 19,082,055
► Transfers In	0	29,499	15,900,000	65,000	113,027	3,000,000	3,000,000	3,356,190	0
► Expenses	13,323,024	14,682,852	14,336,497	15,275,872	13,918,293	17,982,721	13,461,353	17,259,625	18,477,759
► Transfers Out	5,848,997	1,183,819	19,232,053	1,776,084	624,554	7,067,781	3,295,816	6,183,990	1,951,415
Revenues Less Expenses	\$ -1,046,413	\$ 2,908,380	\$ 726,063	\$ -1,348,847	\$ 3,415,535	\$ -4,519,238	\$ -75,379	\$ -1,716,619	\$ -1,347,119

## General Fund Forecast and Assumptions

To understand the potential financial challenges to the Town in the next five years, this section of the budget will focus on the General Fund. General Fund represents 85 percent of total Town operations and subsidizes the Sewer Funds and Capital Improvement Funds. Additionally, this section is organized to show the financial impact of status quo and potential solutions. These solutions will require further analysis and City Council authorization.

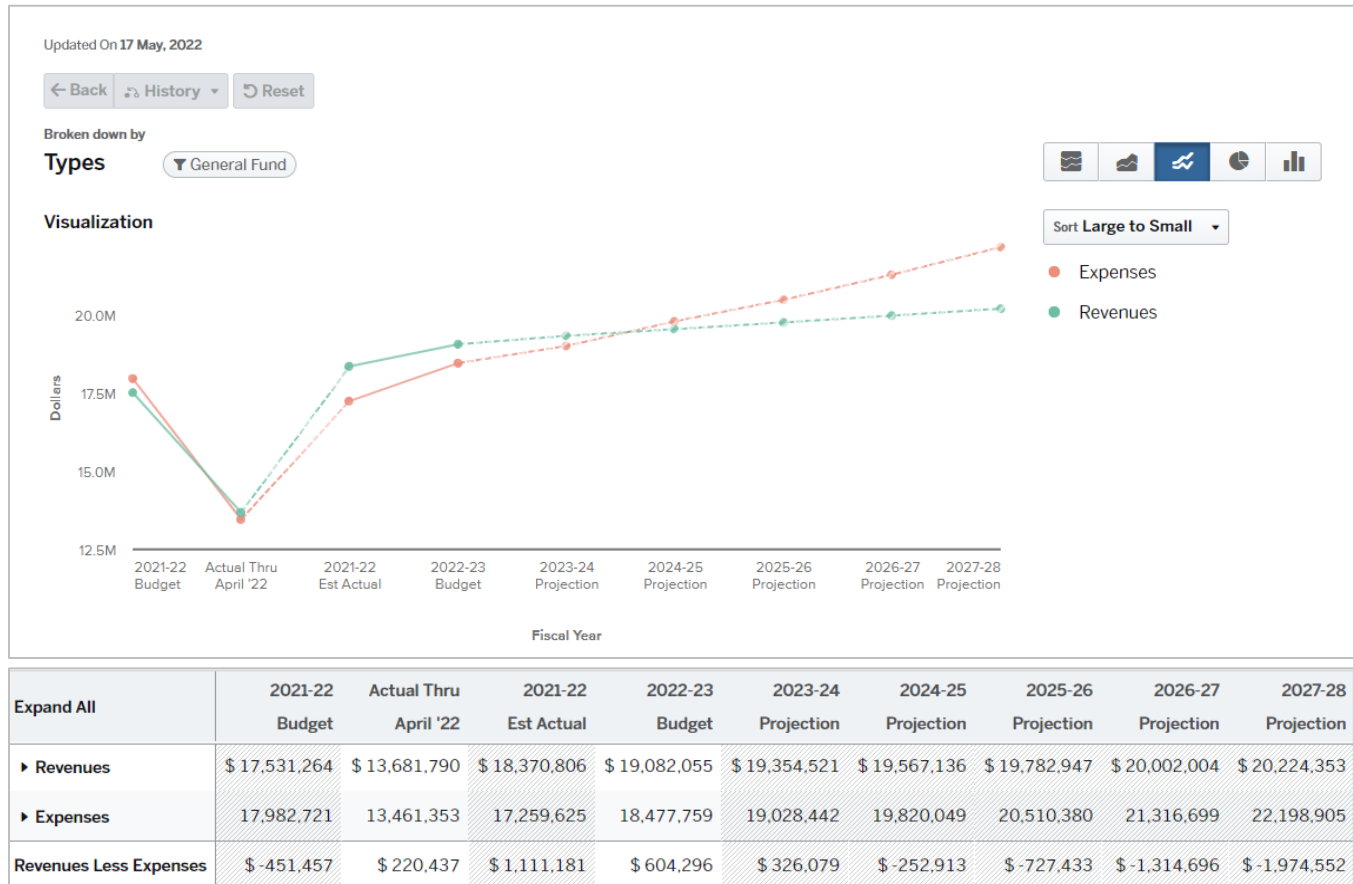
### General Fund Expenditures Forecast

- **Salaries, wages & benefits** are the largest expenditures category for the General Fund. This expenditures category includes contributions to address future unfunded liabilities as they are related to OPEB, pension, and accrued leave payout at separation (retirement and voluntary separation). The five-year projection builds in a 3% escalation for salaries and wages and 5% escalation for other benefits. The 3% escalation for salaries and wages does not include COLA adjustment but rather reflects step increase resulted from positive performance evaluation.
- **Professional & Contractual Service** and **Supplies & Services** categories are the next largest categories in the General Fund. The projection applies a 3% or 5% escalation depending on the nature of the services.



## General Fund Revenues & Expenditures Forecast (including operating transfers)

Adding revenues to the discussion, the projection below shows the revenues and expenses lines cross between FY 2023-24 and FY 2024-25 projections. The gap between the revenue and expenditure lines continues to widen over time. This signifies that the Town's General Fund revenues are not enough to support general government operations, such as police services, recreation services, planning, building, and engineering services, public infrastructure maintenance, and administrative support. This is assuming no changes to revenue streams or operating structure.



In terms of General Fund Reserves, the unassigned reserve is projected to reduce by \$5.07 million by June 30, 2024, and it is due to capital transfers of \$4.75 million. Beginning the fiscal year ending June 30, 2025, the reduction in unassigned reserve is attributed to the compounding of the operating deficit, shown in the table above, and transfers to support debt obligations, sewer services, and capital activities.

General Fund Reserves @ June 30,	2022	2023	2024	2025	2026	2027	2028
Committed Reserves (12)							
Accrued Leave Payout	1,050,860	1,148,060	1,245,260	1,342,460	1,439,660	1,536,860	1,634,060
Budget Stabilization	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000
Debt Reduction	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Assigned Reserves (11)							
Litigation	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Insurance	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Disaster	750,000	750,000	750,000	750,000	750,000	750,000	750,000
Unassigned (11, 19)	7,968,518	6,524,199	1,458,185	26,374	(1,283,492)	(3,190,489)	(5,767,129)
Total Reserves (All Fund)	25,569,378	24,222,259	19,253,445	17,918,834	16,706,168	14,896,371	12,416,931

## Potential Options to Mitigate Insolvency

The FY 2019-20 Budget projected that the unassigned General Fund reserve will turn red beginning in FY 2023-24. Since then, the Town increased its OPEB and pension trust contributions, made supplemental payments to CalPERS to reduce future unfunded liabilities, negotiated changes to employee benefits, and obtained several grants to fund major capital programs.

As stated in the [Budget Overview](#) section of the document, the 2020-2022 Strategic Plan includes plans to diversify revenues sources and promote economic development. In addition to the revenue measures, the financial plan for the coming year is to remain flexible. It is unclear how the US market will be impacted by the current rise in inflation and the potential stagnation predicted by many economists. Some additional strategies to consider include reducing debt and unfunded pension liabilities, restructuring services, making Sewer Enterprise a self-sustaining operation, and partnering with neighboring agencies in providing needed services.

## Financial Summaries

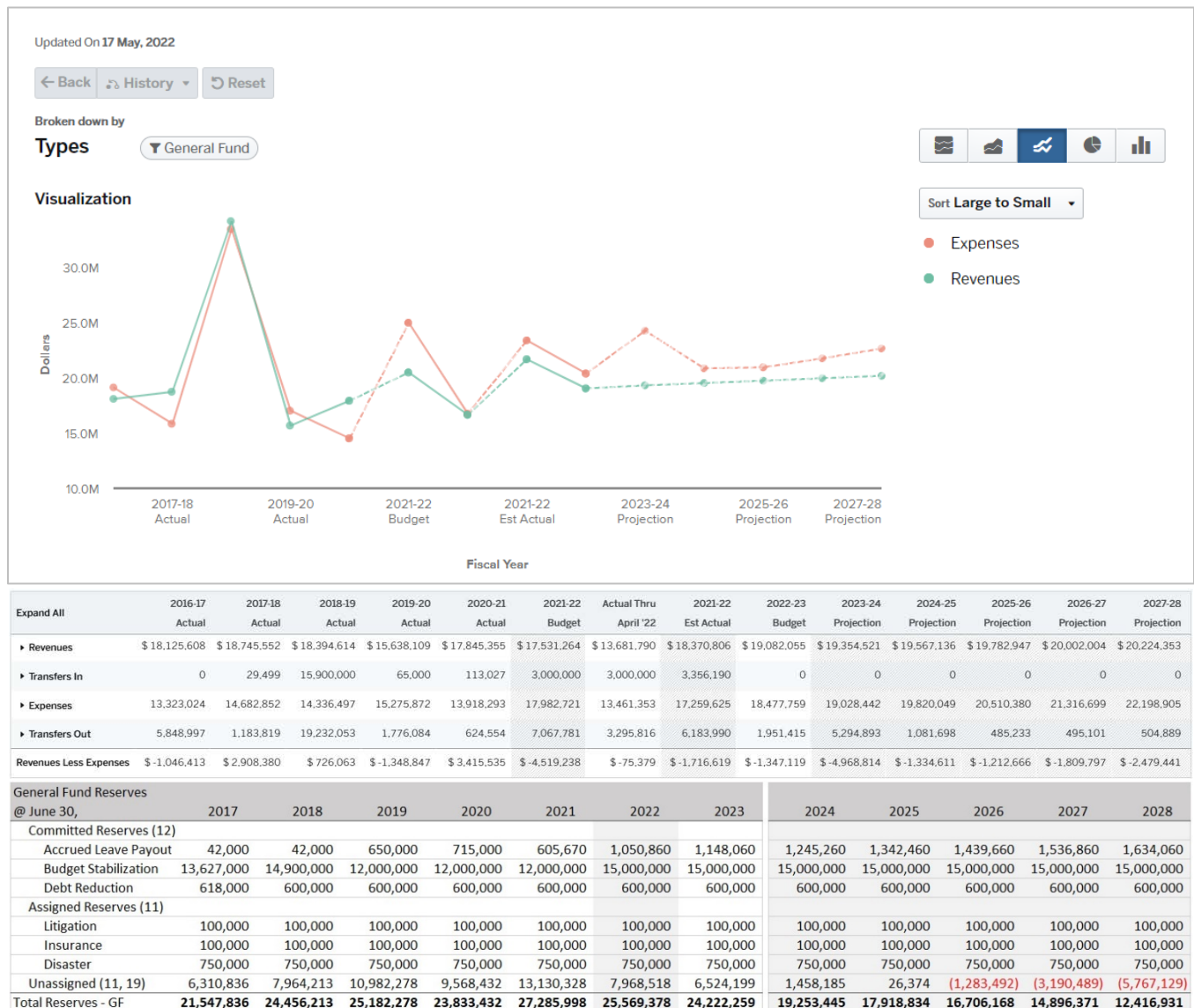
The tables and charts below include financial summaries for all Town funds by Fund Categories: General Funds, Special Revenues and Debt Service Funds, Capital Improvement Funds, Internal Service Fund, and Enterprise Funds.



## General Fund (11, 12, 19) – Major Fund

General Fund Category consists of three separation fund numbers. The fund was separated for reporting and tracking purposes. For audit reporting purposes, they are consolidated to form the General Fund Category.

- **11: General Fund** - For the purpose of tracking funding and cost of ongoing operation and unrestricted revenues. The expenditures and use of General Funds are discretionary after appropriation by the City Council to the extent there are no local policies or laws that impose any special conditions.
- **12: General Fund Reserves** - For the purpose of segregating committed reserve funds approved by the City Council in the Town Budget.
- **19: Emergency Operation** - For the purpose of tracking emergency operation.



## Special Revenues and Debt Funds

Special Revenues and Debt Funds category consists of grant funding and debt transactions.

The following grant funds are allocated and distributed to the Town annually and are intended for specific use.

- **21: Gas Tax** - For the purpose of receiving gas tax collected and distributed by the State of California. Gas Tax Fund is designated for ongoing traffic signal and street lighting contract services as well as street capital projects as authorized by the gas tax requirement.
- **22: Measure A** - For the purpose of receiving Measure A collected and distributed by the San Mateo County Transportation Authority. This is a county-wide voter-approved sales tax measure designed to improve transit and relieve traffic congestion. A portion of the Measure A funds are distributed directly to cities on a per-capita basis and the use is limited to eligible street capital improvements.
- **23: Transportation Grant** - For the purpose of recording various Federal, State and county grants for major bikeway, pedestrian, and roadway capital improvement projects. Grants are generally reimbursable in nature and require the Town to pay the contract cost, first.
- **26: Measure W** - For the purpose of receiving Measure W collected and distributed by the San Mateo County Transportation Authority. This is a county-wide voter-approved sales tax measure designed to improve transit and relieve traffic congestion. A portion of the Measure W funds are distributed directly to cities on a per-capita basis and the use is limited to eligible street capital improvements.
- **27: Police Grants** - For the purpose of revenues associated with one-time or limited-term Police grants that have restricted uses. This includes a distribution associated with State criminal justice realignment funds. Other one-time Police-related grants are also accounted for in this fund. The Public Safety Grants Fund is designated by the Town as Fund #27. Expenditures from this fund will finance the majority of costs associated with specialized Police training and homeless outreach services.
- **29: Citizens' Option for Public Safety** - For the purpose of revenues associated with Police grants that have restricted uses and may be on-going. This includes an annual State distribution from the Supplemental Law Enforcement Services Fund (SLESF), which must be used for front-line law enforcement activities. Expenditures from this fund will finance the majority of costs associated with the Police - Community Services Division including a Community Services Officer (CSO) position.

The following funds are collected from development agreements.

- **24: Park in-Lieu** - For the purpose of receiving Parks in Lieu fees and disbursing funds for Town parks and recreational facilities.
- **25: Housing Impact** - For the purpose of receiving Housing Impact fees paid by developers and disbursing funds for affordable housing purposes.

The following fund is debt service funds.

- **43: COPS Debt Services** - For the purpose of tracking the payment of interest and principal associated with the 2015 Town Hall Campus Renovation COP and related administrative expenses. This is the only debt the Town currently has outstanding.

Updated On 17 May, 2022

← Back History ↻ Reset

Broken down by

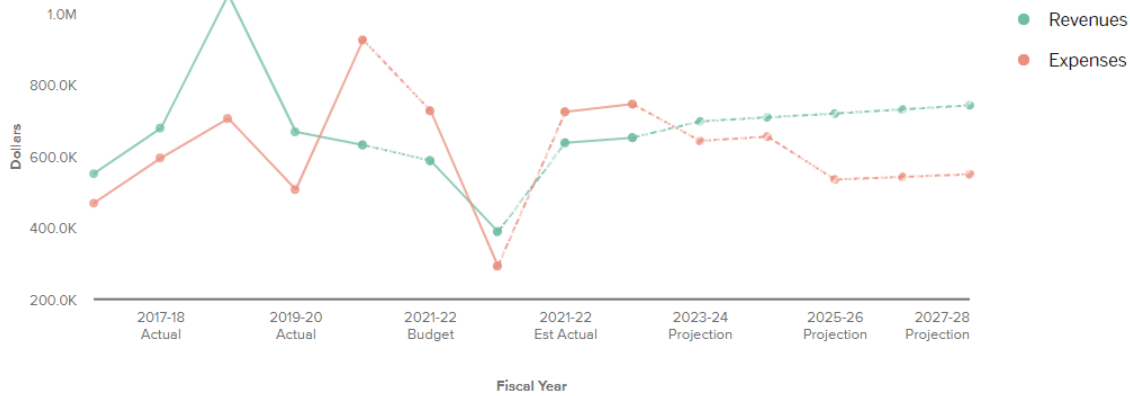
Types

▼ Funds ...



Visualization

Sort Large to Small ▼



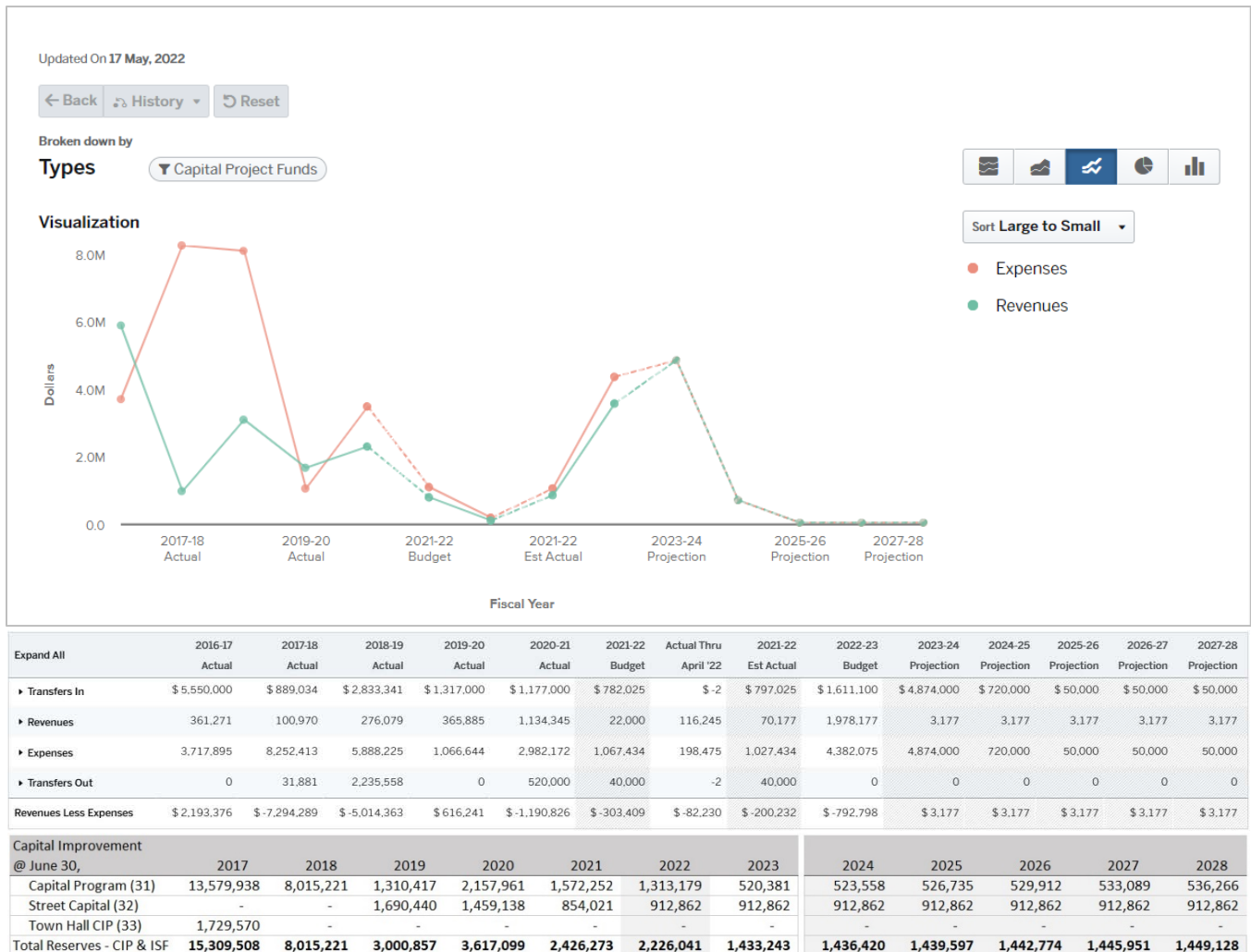
Expand All	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Budget	Actual Thru April '22	2021-22 Est Actual	2022-23 Budget	2023-24 Projection	2024-25 Projection	2025-26 Projection	2026-27 Projection	2027-28 Projection
► Revenues	\$ 252,659	\$ 382,055	\$ 361,270	\$ 373,111	\$ 336,446	\$ 290,652	\$ 303,362	\$ 338,314	\$ 353,976	\$ 357,884	\$ 361,869	\$ 365,935	\$ 370,081	\$ 374,311
► Transfers In	298,997	297,361	692,290	295,830	295,612	297,569	86,032	299,827	298,669	340,523	347,534	354,195	361,651	368,952
► Expenses	469,113	595,814	512,808	507,220	519,135	517,697	293,358	514,956	526,563	522,563	528,534	535,195	542,651	549,952
► Transfers Out	0	194	193,500	0	407,000	210,000	0	210,000	220,000	121,000	127,000	0	0	0
Revenues Less Expenses	\$ 82,544	\$ 83,408	\$ 347,252	\$ 161,721	\$ -294,076	\$ -139,476	\$ 96,035	\$ -86,815	\$ -93,918	\$ 54,843	\$ 53,869	\$ 184,934	\$ 189,082	\$ 193,311

Special Revenues & Debt @ June 30,	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Gas Tax & RMRA (21)	1	15,403	59,321	111,000	83,614	61,992	45,236	79,315	102,265	171,125	241,931	314,724
Measure A (22)	111,144	174,399	242,757	331,659	80,375	48,575	42,567	57,979	83,839	162,177	242,021	323,402
Transportation (23)	-	(11,269)	-	-	-	-	-	-	-	-	-	-
Park-in-Lieu (24)	-	-	-	-	-	-	-	-	-	-	-	-
Housing (25)	-	-	259,681	276,242	278,563	279,749	282,749	285,749	288,749	291,749	294,749	297,749
Measure W (26)	-	-	-	30,259	61,371	61,521	34,261	37,654	39,713	74,450	109,881	146,018
Police Grant (27)	30,195	18,118	10,532	6,865	6,315	6,315	315	315	315	315	315	315
SLESF/COPS (29)	148,331	173,934	145,464	124,776	78,589	41,602	708	(332)	(332)	(333)	(332)	(332)
Debt Services (43)	45	2,541	2,620	1,296	(807)	1,451	1,451	1,451	1,451	1,451	1,451	1,451
Total Reserves - SRF & Debt	289,716	373,125	720,375	882,097	588,021	501,206	407,288	462,131	516,000	700,934	890,016	1,083,327

## Capital Improvement Funds

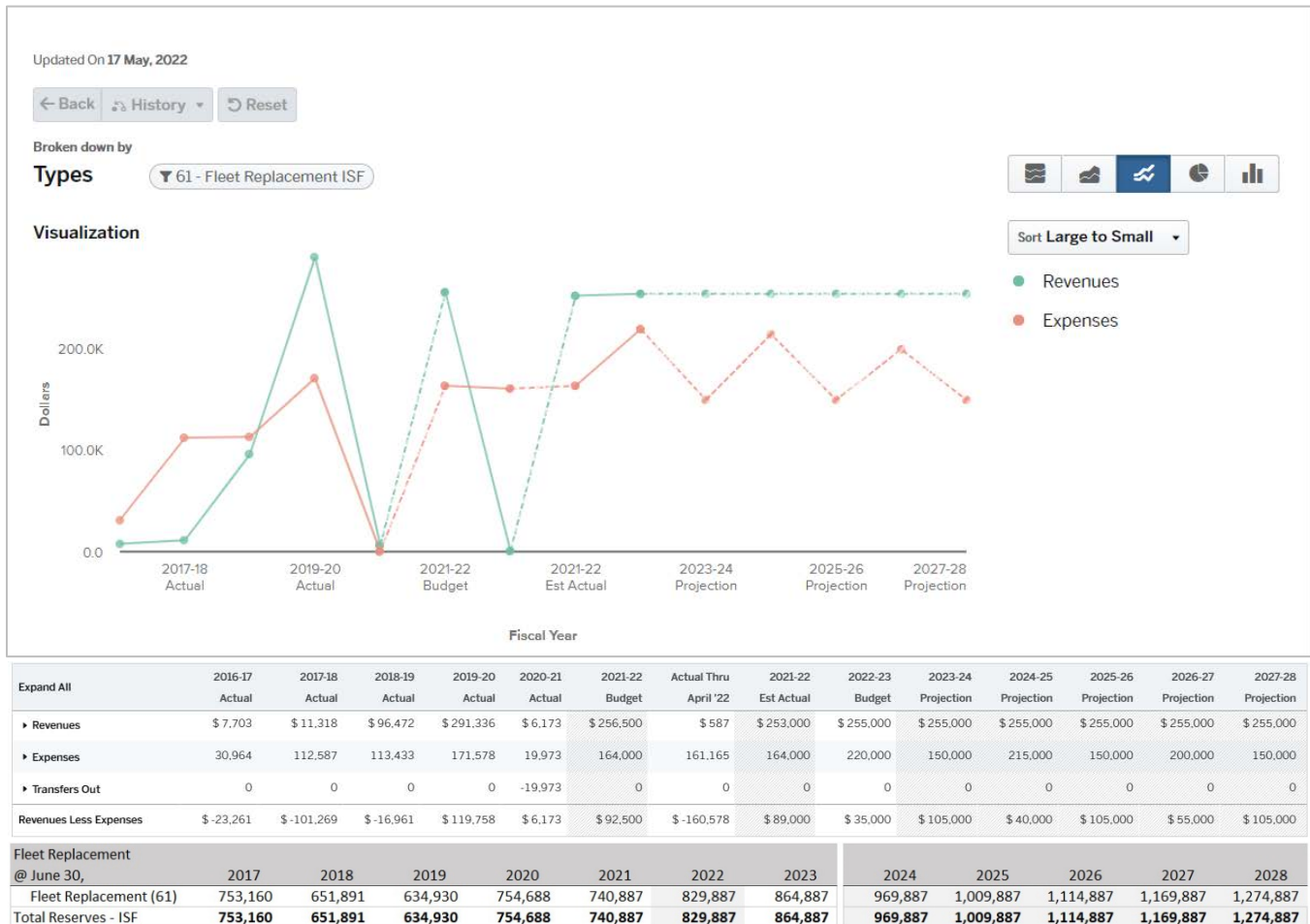
- **31: Capital Improvement** - For the purpose of tracking the funding and cost of capital improvement projects that are not related to improvements to streets (Fund 32), sewer (Fund 82), Verano property (Fund 83), and Creekside Villas property (Fund 83). Fund 31 also reserves as the general Capital Reserve fund. This is categorized as a major fund in the audited financial statements.
- **32: Street Capital** - For the purpose of tracking the funding and cost of Street Capital Improvement Projects. This fund includes grant reimbursements revenues to offset eligible street and roadway constructions.





## Internal Service Fund

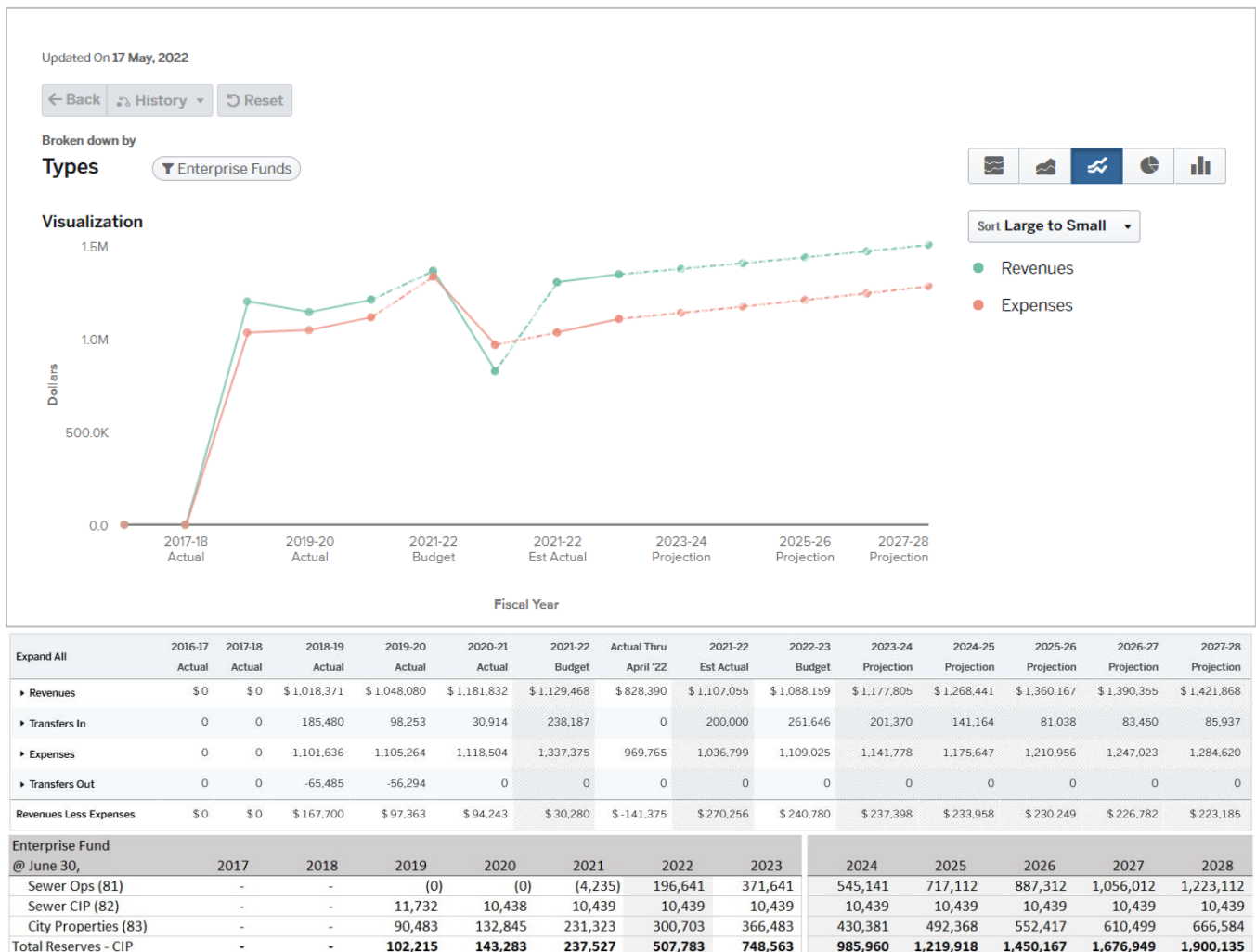
- 61: Vehicle/Fleet Replacement** - For the purpose of accumulated funds over time to provide for the replacement of the Town fleet used by Police, Public Works, Recreation and Administration. Annual charges based on the usable life and cost of vehicles and the public works fleet are recorded as expenses within the operating departments. The future replacement of these vehicles and the fleet is financed from reserves accumulated in this fund. The Fleet Replacement Fund is reported as an enterprise fund.



## Enterprise Funds

Enterprise Fund includes two sewer funds and one for city properties. For budgeting purposes, these funds are budgeted on modified accrual basis. For audited financial report purpose, these funds are reported in full accrual basis.

- **81: Sewer Operating** - For the purpose of tracking the operating and maintenance cost of the Town's Sewer System and to streamline quarterly and annual compliance reporting
- **82: Sewer Capital** - For the purpose of tracking the funding and cost of Sewer Capital Improvement project, and to establish the sewer system needs of the Town.
- **83: City Properties** - For the purpose of tracking the lease and rental of City properties, expenses for the maintenance of City properties, and depreciation.





## Appropriation Limit

California voters approved propositions, amending the State Constitution, which requires that the annual Town budget include a calculation of the Appropriations Limit, sometimes referred to as the Gann Limit. This requirement was imposed by Proposition 4 (1979) and later amended by Proposition 111 (1990).

The requirement imposes a restriction on the amount of governmental revenues, which may be appropriated in any fiscal year. The Appropriations Limit was first based on actual appropriations during the base year (1986-87), and it can be increased each year based on a specific formula and specified growth factors. The Appropriations Limit does not apply to all funds. It only applies to funds that are “proceeds of taxes.”

Each year, the adjustment to the Appropriations Limit takes into consideration two factors: 1) the change in the cost of living, and 2) the change in population. For each of these factors, the Town may select between two optional factors.

## Selection of Optional Factors

1. Change in Population (Town of Colma vs. San Mateo County)
  - a. Town of Colma had a population of 1,391 on 1/1/2021 and 1,370 on 1/1/2022, a decrease of 1.51%
  - b. County of San Mateo had a population of 751,464 on 1/1/2021 and 744,552 on 1/1/2022, a decrease of 0.92%
2. Change in State per capita Personal Income vs. Colma Non-Residential Building Construction
  - a. Change in State Per Capital Personal Income was 7.55%
  - b. Change in Colma Non-Residential Assessed Valuation was not available.

For the Fiscal Year 2022-23 calculation, the Town selected the County’s population growth rate of -0.92% and the change in the State Per Capita Income of 7.55%

## Appropriation Limit Calculation 2022-23

Appropriations Limit				
City	Town of Colma		FY	2022-23
		<u>Amount</u>	<u>Source</u>	
a) Prior Year Appropriations Limit		57,274,771	Prior year schedules	
b) Adjustment Factors	percent	ratio		
1) Population Change	-0.92%	0.991		
Population in city or county?		County	"city" or "county"	
2) Cost of Living	7.55%	1.076		
State CPI or % New non-residential?		CPI	"CPI" or "%newnon-resid AV"	
3) Combined adjustment factor		1.0656	b1 * b2	
c) Adjusted Limit		61,031,996	a * b3	
d) Alterations				
Transfer of Financial Responsibility				
Transfer to Fees				
Emergency				
Voter Override				
Total Alterations		-	sum of d	
e) Appropriations Limit - Current Year		61,031,996	c + d	

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Appropriations Subject to Limitation			
City	Town of Colma	FY	2022-23
	<u>Amount</u>	<u>Source</u>	
a) Proceeds of Taxes	18,157,135		
b) Exclusions	-		
c) Appropriations Subject to Limitation	18,157,135	a-b	
d) Appropriations Limit (current year)	61,031,996		
e) Under (Over) Limit	42,874,861	d-c	

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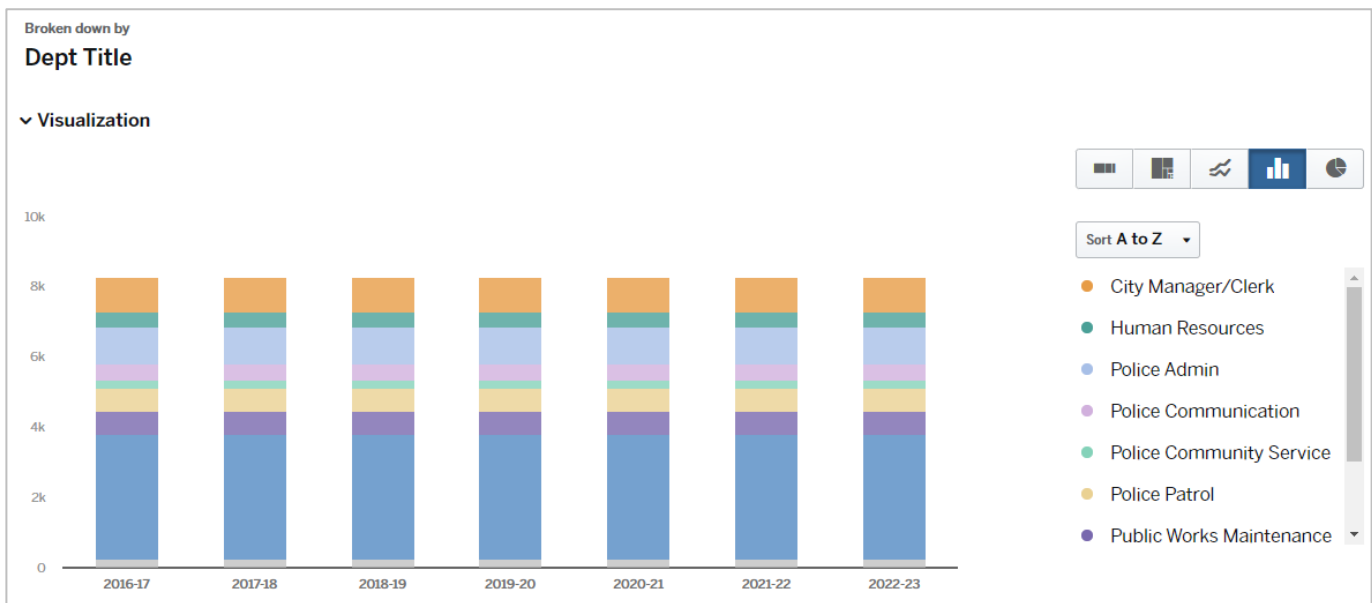
The 2022-23 Appropriations subject to the limit ("Proceeds of Taxes") total \$18,157,135, which means the Town is \$42,874,861 below the authorized limit.

## Appropriation Limit History

Fiscal Year	Reso	Population Change [a]	Population Factor [b] = ([a]-1)/1	State Per Capita		Calculation of Factor [e] = [b] x [d]	Appropriation Limit Prior Year x [e]
				Personal Income [c]	Per Capita Factor [d] = ([c]-1)/1		
2022-23	2022-XX	-0.92%	0.9908	7.55%	1.0755	1.0656	61,031,996
2021-22	2021-17	-0.75%	0.9925	5.73%	1.0573	1.0494	57,274,771
2020-21	2020-27A	14.05%	1.1405	3.73%	1.0373	1.1830	54,582,281
2019-20	2019-34	0.70%	1.0070	3.85%	1.0385	1.0458	46,137,229
2018-19	2018-36	0.50%	1.0050	3.67%	1.0367	1.0419	44,103,586
2017-18	2018-35	0.56%	1.0056	3.69%	1.0369	1.0427	42,330,631
2016-17	2016-27	0.91%	1.0091	5.37%	1.0537	1.0633	40,596,875
2015-16	2015-29	1.00%	1.0100	3.82%	1.0382	1.0486	40,571,394
2014-15	2014-33	1.17%	1.0117	-0.23%	0.9977	1.0094	40,553,428
2013-14	2013-18	1.09%	1.0109	5.12%	1.0512	1.0627	40,551,319

## Staffing List

The data is available beneath the bar charts. Use the scroll bar to the right to move to the table.



## **Description of Funds**

### **Fund Type: General Fund**

#### **General Fund (11)**

For the purpose of tracking funding and cost of ongoing operation and unrestricted revenues. The expenditures and use of General Funds are discretionary after appropriation by the City Council to the extent there are no local policies or laws that impose any special conditions.

#### **General Fund Reserves (12)**

For the purpose of segregating committed reserve funds approved by the City Council in the Town Budget.

#### **Emergency Operation (19)**

For the purpose of tracking emergency operation.

### **Fund Type: Special Revenues**

#### **Gas Tax (21)**

For the purpose of receiving gas tax collected and distributed by the State of California. Gas Tax Fund is designated for ongoing traffic signal and street lighting contract services as well as street capital projects as authorized by the gas tax requirement.

#### **Measure A (22)**

For the purpose of receiving Measure A collected and distributed by the San Mateo County Transportation Authority. This is a county-wide voter-approved sales tax measure designed to improve transit and relieve traffic congestion. A portion of the Measure A funds are distributed directly to cities on a per-capita basis and the use is limited to eligible street capital improvements.

#### **Transportation Grant (23)**

For the purpose of recording various Federal, State and county grants for major bikeway, pedestrian, and roadway capital improvement projects. Grants are generally reimbursable in nature and require the Town to pay the contract cost, first.

#### **Parks in Lieu (24)**

For the purpose of receiving Parks in Lieu fees and disbursing funds for Town parks and recreational facilities.

#### **Housing Impact Fees (25)**

For the purpose of receiving Housing Impact fees paid by developers and disbursing funds for affordable housing purposes.



## **Measure W (26)**

For the purpose of receiving Measure W collected and distributed by the San Mateo County Transportation Authority. This is a county-wide voter-approved sales tax measure designed to improve transit and relieve traffic congestion. A portion of the Measure W funds are distributed directly to cities on a per-capita basis and the use is limited to eligible street capital improvements.

## **Public Safety Grants (27)**

For the purpose of Revenues associated with one-time or limited-term Police grants that have restricted uses. This includes a distribution associated with State criminal justice realignment funds. Other one-time Police-related grants are also accounted for in this fund. The Public Safety Grants Fund is designated by the Town as Fund #27. Expenditures from this fund will finance the majority of costs associated with specialized Police training and homeless outreach services.

## **COPS Grant (29)**

For the purpose of revenues associated with Police grants that have restricted uses and may be ongoing. This includes an annual State distribution from the Supplemental Law Enforcement Services Fund (SLESF), which must be used for front-line law enforcement activities. Expenditures from this fund will finance the majority of costs associated with the Police - Community Services Division including a Community Services Officer (CSO) position.

## **Fund Type: Capital**

### **Capital Improvement (31)**

For the purpose of tracking the funding and cost of capital improvement projects that are not related to improvements to streets (Fund 32), sewer (Fund 82), Verano property (Fund 83), and Creekside Villas property (Fund 83).

### **Street Capital (32)**

For the purpose of tracking the funding and cost of Street Capital Improvement Projects

## **Fund Type: Debt**

### **COPS Debt Services (43)**

For the purpose of tracking the payment of interest and principal associated with the 2015 Town Hall Campus Renovation COP and related administrative expenses. This is the only debt the Town currently has outstanding.

## **Fund Type: Internal Services**

### **Vehicle/Fleet Replacement (61)**

For the purpose of accumulated funds over time to provide for the replacement of the Town fleet used by Police, Public Works, Recreation and Administration. Annual charges based on the usable life and cost of vehicles and the public works fleet are recorded as expenses within the operating departments.

The future replacement of these vehicles and the fleet is financed from reserves accumulated in this fund.

## **Fund Type: Trust**

### **OPEB Trust (71)**

For the purpose of tracking funding designated to pay retiree medical and dental cost and related investment returns.

### **Pension Trust (72)**

For the purpose of tracking funding designated to pay retiree pension cost and related investment returns.

## **Fund Type: Enterprise**

### **Sewer Operating (81)**

For the purpose of tracking the operating and maintenance cost of the Town's Sewer System and to streamline quarterly and annual compliance reporting

### **Sewer Capital (82)**

For the purpose of tracking the funding and cost of Sewer Capital Improvement project, and to establish the sewer system needs of the Town.

### **City Properties (83)**

For the purpose of tracking the lease and rental of City properties, expenses for the maintenance of City properties, and depreciation.

## **Financial Policies**

The Town of Colma's Policies are online and adopted as part of the Colma Administrative Code. Below is a list of policies that pertains to finance, directly.

### **Colma Administrative Code 4.01: Budget Procedures and Reserve Policies**

<https://www.colma.ca.gov/documents/cac-4-01-budget-procedures-reserve-policy/>

Beginning on page 2 of the policy details the responsibility of the City Manager, content of the proposed budget, the process for budget adoption, and the process for budget amendments and adjustments. Beginning on page 6 of the policy details the reserve policy and the procedure to use and replenish the reserves.

### **Colma Administrative Code 4.02: Investment Policy**

<https://www.colma.ca.gov/documents/cac-4-02-investment-policy/>



The purpose of the investment policy is to provide directions on how to invest public funds in a manner which will provide safety, liquidity, and yield through a diversified investment portfolio. The policy is reviewed annually and updated as needed.

**Colma Administrative Code 4.03: Grants & Donations**

<https://www.colma.ca.gov/documents/cac-4-03-grants-donations/>

The purposes of the grants and donation policy is to establish policies and procedures for assuring that all grants for charitable purposes are lawful and for establishing a fair and efficient process for reviewing and approving requests for grants or donations by the Town.

**Colma Administrative Code 4.04: Banking Authority**

<https://www.colma.ca.gov/documents/chapter-4-04-banking-authority/>

The purpose of the banking authority policy is to document the signing authority, transfer authority, and the internal control surrounding Town;s depository accounts.



## Glossary of Terms

### A

**AB** - Assembly Bill.

**ABAG** - Association of Bay Area Governments.

**ABC** - Alcoholic Beverage Control.

**Accounting System** - The total set of records and procedures used to record, classify, and report information on the financial status and operations of an entity.

**Accrual Basis of Accounting** - A method of accounting in which revenues are recorded when measurable and earned, and expenses are recognized when a good or service is used.

**Activity** - A unit of budgetary accountability and control that encompasses specific and distinguishable lines of work performance for the purpose of accomplishing a function for which the Town is responsible.

**ADA** - See Americans with Disabilities Act.

**ADC** - Actuarially Determined Contribution. Minimum annual contribution, as determined based on actuarial assumptions, to pay off OPEB or Pension liabilities.

**Adopted Budget** - The budget document formally approved by the City Council, often referred to as the original budget.

**Ad-valorem** - According to value.

**Amended Budget** - An adopted budget, after it has been changed (or adjusted) by the City Council. An example of an amended budget is when the City Council adopts changes in expenses and revenues of a specific item or project or a series of items and projects during the Mid-Year Budget process. (See Budget Adjustment)

**Americans with Disabilities Act (ADA)** - A 1990 law that gives federal civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services, and telecommunications.

**Appropriation** - A legal authorization granted by the City Council to make expenditures or enter into obligations for specific purposes.

**Appropriation Limit (Gann Limit)** - A mandated calculation of how much the Town is allowed to expend in one fiscal year. It is mandated on government agencies within California by Article XIII B of the California Constitution. The amount of appropriation subject to the limit is the budgeted proceeds of taxes. Some examples of proceeds of taxes are sales and property taxes. The total of these budgeted revenues cannot exceed the total appropriations limit. Annually, local governments may increase the appropriations limit by a factor comprised of the change in population combined with the California inflation rate as determined by the State Finance Department.

**APWA** - American Public Works Association.

**ARC** - Actuarial Required Contribution. The term changed to Actuarially Determined Contribution, per GASB 75.

**Assessed Valuation** - A valuation set upon real estate or other property by the San Mateo County Assessor and the State as a basis for levying taxes.

**Assigned Reserve** - The spendable amounts set aside for specific purposes or contingencies authorized by resolution of the City Council.

**Authorized Positions** - Positions approved by the City Council which may or may not have funding. (See Budgeted Positions)

**Audit** - A review of the Town's accounts by an independent accounting firm to verify that the Town's financial statements accurately reflect its financial position.

## B

**BAAQMD** - Bay Area Air Quality Management District.

**Balanced Budget** - A balanced budget exists when the total projected inflow of resources is equal to, or greater than, the total projected outflow of resources. The inflow of resources includes current year revenues, future grant receivable, and use of reserves as approved by City Council.

**BART** - Bay Area Rapid Transit.

**Base Budget** - Those resources necessary to meet an established and existing service level.

**Basis of Budgeting** - The method used for recognizing revenues and expenditures in the budget. The Town uses the modified accrual basis of accounting for budgetary purposes, which is in compliance with Generally Accepted Accounting Principles (GAAP).

**BCDC** - Bay Conservation and Development Commission.

**Beginning Fund Balance** - Resources available in a fund from the end of the prior year for use in the following year.

**Benefits** - See Fringe Benefits.

**Bond** - A written promise to pay a specified sum of money, called the face value of principal amount, at a specified date or dates in the future, together with the periodic interest at a specified rate issued by a city to raise capital funds.

**Budget** - A planning and controlling document for financial operation with estimates of proposed expenditures and revenues for a given period of time, usually one year. A plan expressed in figures.

**Budget Adjustment** - A change of expenditures levels and corresponding resources needed to accomplish an existing service level or unanticipated service. All budget adjustments are reflected in the current year budget and are approved by the City Council.

**Budget Calendar** - The schedule of key dates or milestones that a city follows in the preparation and adoption of the budget.

**Budget Highlights** - Portion of department narrative in the budget that focuses on key changes in the budget from the previous year.

**Budget Message** - A general written description summarizing the proposed budget. The budget message explains principal budget issues against the background of financial experience in recent years and presents recommendations made by the City Manager.

**Budget Stabilization Reserve** - Monies set aside, sometimes called a rainy day fund, that can be used to assure continuity of Town operations when tax revenues temporarily decline as the result of a recession, the loss of a major taxpayer or other similar circumstance.

**Budgeted Capital Project** - Existing or new Capital Projects that have funding available in the current fiscal year. Work on these projects will continue during this year's budget.

**Budgeted Positions** - The number of full-time equivalent positions to be funded in the budget. Example: Funding of two half-time positions would equal one full-time equivalent position. (See Authorized Positions).

## C

**C/CAG** - City/County Association of Governments of San Mateo County.

**CAD/RMS** - Computer Aided Dispatch and Records Management System.

**CAFR** - Comprehensive Annual Financial Report.

**Cal BIG** - California Building Inspection Group.

**CALBO** - California Building Officials.

**CalPERS** - See PERS.

**CAP** - Climate Action Plan.

**CAPE (General Government)** – Community Action Plan for Emergencies (Colma's CERT Program).

**Capital Improvements** - A permanent major addition to the Town's real property assets including the design, construction, purchase or major renovation of land, buildings or facilities including major landscaping and park improvements.

**Capital Improvement Program (CIP)** - A plan for capital expenditures and the means of financing them, to be incurred each year over a fixed period of years, to meet capital needs arising from a long-term plan. (See Capital Improvements)

**Capital Outlay** - Routine capital expenditures for the acquisition of capital assets. These items are included in almost every budget and do not have a significant impact on the operating budget. The Town's capitalization limit is \$10,000. (See Fixed Asset)

**Capital Project** - All related expenditures for a public improvement project.

**Capital Project Fund** - Resources transferred from the General Fund to complete a capital improvement project.

**Cardroom Tax** - A permit tax imposed on gambling establishment operations in the Town of Colma. The tax is a general tax with the proceeds going to the General Fund. The tax requires each person operating a gambling establishment to pay a monthly tax which is a combination of a set fee and a percentage of gross revenues on a sliding scale set by Town ordinance.

**CASp** - Certified Access Specialist.

**CAT** - Community Action Teams.

**CEQA** - California Environmental Quality Act.

**CERT** - Community Emergency Response Team.

**Certificates of Participation (COPs)** - A method of raising funds collateralized by leases between a lessor and a government agency. Payments are funded with annual appropriations made by the government agency (in this case the Town) to the lessor. COPs are typically used for capital leases for large projects where the financing amount exceeds several million dollars.

**Charges for Service** - See Fees.

**CIP** - See Capital Improvement Program.

**Climate Action Plan** - A Climate Action Plan or a CAP is a detailed and strategic framework for measuring, planning, and reducing Greenhouse Gas (GHG) emissions and related climatic impacts. Climate Action Plans include an inventory of existing GHG emissions, reduction goals or targets, and prioritized measures and programs to reduce GHG emissions and climate impacts to target levels set by the City Council.

**Closed Capital Project** - Capital Projects that have been completed or closed out. These projects will only appear in future Capital Improvement Budgets if they have project expenditures during the prior three years.

**COLA** - See Cost of Living Adjustment.

**Committed Reserve** - The spendable amounts set aside to meet the Town's long-term obligations.

**Competitive Bidding** - Transparent procurement method in which bids from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated. Competitive bidding aims at obtaining goods and services at the lowest prices by stimulating competition, and by preventing favoritism.

**Consultants** - Outside individuals who provide advice or services.

**Contractual** - A type of expenditures. Usually, a professional consulting service involving a contract for one or more years.

**COP Town Hall Fund** - Project expenses which were financed by Certificate of Participation (COP) debt financing.

**COPs** - (debt) Certificates of Participation.

**COPS** - (grant) Citizens Option for Public Safety. See Supplemental Law Enforcement Services Fund.

**Cost Accounting** - The branch of accounting that provides for the assembling and recording of all the elements of cost incurred to accomplish a purpose, to carry on an activity or operation, or to complete a unit of work or a specific job.

**Cost of Living Adjustment (COLA)** - A scheduled percentage adjustment to wages, which is based upon the terms of labor agreements as approved by an action of the City Council.

**Cost of Services** - Payments made by customers for publicly provided services that benefit specific individuals and exhibit "public good" characteristics. They include fees such as recreation fees, building permit fees and planning fees.

**CPI** - Consumer Price Index.

**CPOA** - California Peace Officers' Association.

**CPR** - Cardiopulmonary Resuscitation.

**CPRS** - California Park and Recreation Society.

**CPUC** - California Public Utilities Commission.

**CSMFO** - California Society of Municipal Financial Officers.

**CSO** - Community Service Officer.

## D

**Debt Service** - Actual cost of interest and principal on debt.

**Debt Service Fund** - A fund established for the payment of principal and interest on debt other than payable exclusively from special assessments.

**Deficit** - The excess of expenditures over revenues during an accounting period.

**Department** - An organizational unit comprised of divisions or programs. It is possible for a department to be comprised of only one division.

**Department Description** - A list of the typical activities of programs.

**Department Function** - Category of work performed. The Town has five major categories: General Government, Recreation, Public Works, Public Safety and Planning.

**Discretionary Revenues** - Money that the City Council has the authority to allocate for any purpose. Often refers to the General Fund, as opposed to special or Restricted Use Funds.

**Division** - A functional grouping of related activities within a department. There are usually several activities within a division. (See Activity)

**DUI** - Driving Under the Influence.

## E

**Economic Development** - Efforts that seek to improve the economic well-being and quality of life for a community by creating and/or retaining jobs and supporting or growing incomes and the tax base.

**Encumbrance** - An obligation in the form of a purchase order or contract.

**Enterprise Fund** - A fund established to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the City Council is that the costs of providing services to the general public on a continuing basis be financed or recovered primarily through user charges, i.e., water utility, parking system.

**EOC** - Emergency Operations Center.

**ERAF** - Educational Revenues Augmentation Fund. A shift of property tax revenues from local agencies (cities, counties, special districts) to the State.

**Expenditures** - Designates the cost of goods delivered or services rendered, whether paid or unpaid. Where accounts are kept on the accrual or modified accrual basis of accounting, costs are recorded when goods are received or services rendered. Where accounts are kept on a cash basis, expenditures are recognized when the cash payments are made.

## F

**FBI** - Federal Bureau of Investigation.

**Fees** - A charge to cover the cost of services (e.g. building inspection fee, zoning fee, etc.) sometimes referred to as Charges for Service.

**FEMA** - Federal Emergency Management Agency.

**FF&E** - Furniture, Fixtures and Equipment.

**FHA** - Fair Housing Act.

**Fiscal Accountability** - The responsibility of governments to justify that their actions in the current period have complied with public policy decisions concerning the raising and spending of public moneys in the short term (usually one budgetary cycle or one year).

**Fiscal Year** - A twelve-month period of time to which the budget applies. For the Town of Colma and many local government agencies, this period is from July 1 through June 30.

**Fixed Asset** - A tangible item of a long-term character such as land, buildings, furniture, and other equipment with a unit cost in excess of \$10,000. (See Capital Outlay)

**Fleet Replacement Fund** - An internal service fund used to accumulate funds over time to provide for the replacement of the Town fleet.

**FLSA** - Fair Labor Standards Act.

**FMLA** - Family Medical Leave Act.



**FPPC** - Fair Political Practices Commission.

**Fringe Benefits** - Benefits to Town employees, in addition to salaries, paid by the Town. These benefits include pensions, workers' compensation, unemployment insurance, health club membership, and life and health insurance.

**FTE** - See Full-Time Equivalent.

**Full-Time Equivalent (FTE)** - One or more employee positions totaling one full year of service or approximately 2,080 hours a year.

**Full Cost Recovery** - Recovering or funding the full costs of a project or service, typically through a user fee. In addition to the costs directly associated with the project, such as staff and equipment, projects will also draw on the rest of the organization. For example, adequate finance, human resources, management, and IT systems are also integral components of any project or service.

**Fund** - A self-balancing set of accounts. Governmental accounting information is organized into funds, each with separate revenues, expenditures and fund balances.

**Fund Balance** - The difference between fund assets and fund liabilities in a governmental or trust fund. Changes in fund balances are the result of the difference of revenues to expenditures. When revenues exceed expenditures in a given period, fund balance increases and when expenditures exceed revenues, fund balance decreases.

**Funding Source** - Identifies fund(s) that will provide resources for Town expenditures.

**FY** - See Fiscal Year.

## G

**GAAP** - See Generally Accepted Accounting Principles.

**Gann Limit** - See Appropriation Limit.

**Gas Tax Fund** - Fund required by State law to account for gas tax revenues received from the State and expended for construction and maintenance of Town streets.

**GASB** - See Governmental Accounting Standards Board.

**GASB Statement No. 34** - Requires state and local governments to produce financial statements on an accrual basis, in much the same manner as private sector businesses. The objective is to enhance the understandability and usefulness of the financial reports of state and local governments to the public, legislative and oversight bodies, and investors and creditors.

**GASB Statement No. 45** - Requires the measurement and recognition criteria for other Post Employment Benefits (OPEB) for reporting purposes. The objective is to recognize the cost of benefits, provide information on related liabilities and provide information for assessing fiscal health for future periods.

**GASB Statement No. 54** - Intended to improve the usefulness of the amount reported in fund balance by providing a more structured classification. It also clarifies the definition of existing governmental fund types.



**GASB Statement No. 68** - Improves accounting and financial reporting by state and local governments for pensions. It establishes standards for measuring and recognizing liabilities and expenditures and identifies the methods and assumptions that should be used to calculate those liabilities and expenditures.

**GASB Statement No. 75** - Improves accounting and financial reporting by state and local governments for post-employment benefits other than pensions (other post-employment benefits or OPEB) such as retiree medical and retiree dental benefits. It also improves information provided by state and local governmental employers about financial support for OPEB.

**Generally Accepted Accounting Principles (GAAP)** - Uniform standards used by state and local governments for financial recording and reporting; established by the accounting profession through the Governmental Accounting Standards Board.

**General Fund** - The primary fund of the Town used to account for all revenues of the Town not legally restricted as to use and related expenditures.

**General Fund Reserves** - The balance of all general funds not otherwise appropriated (budgeted) or accounted for, such as the allocated reserves Council set aside for Litigation, Insurance, Disaster Preparedness, Employee Benefits and Operations.

**General Plan** - A plan of a city, county or area which establishes zones for different types of development, uses, traffic patterns, and future development.

**General Revenues** - General sources of income a city collects and receives for public use (e.g. property tax). There are no restrictions as to the use of these monies - often referred to as Discretionary Revenues. General Revenues comprises the General Fund.

**GF** - See General Fund.

**GFOA** - Government Finance Officers Association.

**GHG** - Greenhouse Gas emissions.

**GIS** - Geographic Information System. A Geographic Information System (GIS) is designed to capture, store, manipulate, analyze, manage, and present all types of geographical data. It analyzes the spatial location and organizes layers of information into visualizations using maps. With this unique capability, GIS reveals deeper insights into data, such as patterns, relationships, and situations — helping city departments make better decisions and more effective use of resources.

**Goal** - An observable and measurable end result having one or more objectives to be achieved within a more or less fixed time frame.

**Governmental Accounting Standards Board (GASB)** - The body that sets accounting standards specifically for governmental entities at the state and local levels.

**Governmental Funds** - Self-balancing sets of accounts that are maintained for governmental activities. Financial statements of governmental funds are prepared on the modified accrual basis of accounting and the current financial resource flows method of measurement focus. All of the Town's funds are in the governmental category. (See Measurement Focus)

**GP** - General Plan.

**Grant** - A payment of money, often earmarked for a specific purpose or program, e.g. from one governmental unit to another or from a governmental unit to a not-for-profit agency.

**Grievance** - An actual or supposed circumstance regarded as just cause for complaint. A complaint or protestation based on such a circumstance.

## H

**HEART** - Housing Endowment and Regional Trust.

**HOA** - Homeowners Association.

**HR** - Human Resources.

**HRA** - Human Resources Administration.

**HVAC** - Heating, Ventilation and Air Conditioning.

## I

**ICMA** - International City/County Management Association.

**Infrastructure** - All Town-owned facilities supporting the operation of the government agency. It includes streets, roads, bridges, curbs and gutters, parks, water and sewer lines, storm drains, water pump stations and reservoirs, water wells, sewer lift stations, all government buildings and related facilities.

**Interfund Transfers** - Monies appropriated from one fund to another fund. This is done to reimburse the fund for expenses or to finance the operation of the other fund.

**Internal Service Fund** - A fund used to account for the financing of goods or services provided by one department or agency to other departments or agencies of a government on a cost reimbursement basis.

**IPM** - Integrated Pest Management.

**Irrevocable Trust** - A type of trust that by its design can't be modified, amended, changed or revoked.

**IT** - Information Technology.

## J

**JPA** - Joint Powers Agreement.

## L

**LAFCO** - Local Agency Formation Commission.

**LAIF** - Local Agency Investment Fund.

**LAO** - Legislative Analyst's Office.

**LCW** - Liebert Cassidy Whitmore.

**Level of Service** - Indicator that measures the performance of a system. Certain goals are defined and the service level gives the percentage to which they should be achieved.

**Long Term Debt** - Debt with a maturity of more than one year after the date of the issue.

**LTD** - Long Term Disability.

## M

**MADD** - Mothers Against Drunk Driving.

**Mandate (Mandated Services)** - A legal requirement, usually imposed by State or Federal law. This term is used to refer to Town services, which are provided to comply with State or Federal laws, such as preparation of the City Council Agenda in compliance with the Brown Act.

**Maturities** - The dates on which the principal or stated values of investments or debt obligations mature and may be reclaimed.

**Measure A Fund** - Fund used to account for the Town's per-capita portion of a countywide, voter-approved sales tax increase for improving transit and relieving congestion.

**Measure M** - Countywide, voter-approved vehicle registration fee, half of which goes to the cities in the county using a pro-rata formula based on population and road miles. The money can be used for pavement resurfacing, pothole repair, signs and striping, traffic signals, street sweeping, storm-inlet cleaning and local shuttles.

**Measurement Focus** - The accounting convention which determines: (1) which assets and which liabilities are included on the governmental unit's balance sheet; and (2) whether its operating statement presents "financial flow" information (Revenues and Expenditures) or "capital maintenance" information (Revenues and expenses).

**Mid-Year** - As of December 31st (mid-point of the fiscal year).

**Mid-Year Budget Review** - Annual process, which occurs in February, where staff analyzes the revenues and expenditures of the Town through the mid-point of the fiscal year (December 31st), projects the data to the end of the fiscal year (June 30th) and presents the information to Council, along with any recommended budget adjustments.

**MMANC** - Municipal Management Association of Northern California.

**Modified Accrual Basis of Accounting** - A form of accrual accounting in which (1) expenditures are recognized when the goods or services are received and (2) revenues, such as taxes, are recognized when measurable and available to pay expenditures in the current accounting period.

**MOU** - Memorandum of Understanding.

**MRP** - Municipal Regional Stormwater Permit.

**MTC** - Metropolitan Transportation Commission.

**Municipal Code** - A book that contains City Council approved ordinances presently in effect. The Code defines Town law in various categories. (See Ordinance)

## N

**National Pollution Discharge Elimination System (NPDES)** - A policy set forth by the Environmental Protection Agency, under the 1987 Federal Clean Water Act, imposing regulations

that mandate local governments to control and reduce the amount of stormwater pollutant runoff into receiving waters.

**Non-recurring Costs** - One-time activities for which the expenditures should be budgeted only in the fiscal year in which the activity is undertaken.

**Non-spendable Fund Balance** - The amounts associated with inventories, prepaid expenses and other items legally or contractually required to be maintained intact.

**NorCalHR** - Northern California Municipal Human Resources Managers Group.

**NPDES** - See National Pollution Discharge Elimination System.

**NSMCD** - North San Mateo County Sanitation District.

## O

**OBF** - On-Bill Financing.

**Objectives** - Desired results of the activities of a program.

**OES** - Office of Emergency Services.

**OPEB** - Other Post-Employment Benefits.

**Operating Budget** - A programmatic, financial, and organizational plan for furthering the goals of the City Council through departments of the Town, which does not include capital improvement projects.

**Operating Expenses** - Expenses incurred as a result of day-to-day operations.

**Operational Accountability** - Governments' responsibility to report the extent to which they have met their operating objectives efficiently and effectively, using all resources available for that purpose, and whether they can continue to meet their objectives for the foreseeable future.

**Ordinance** - A formal legislative enactment by the City Council. It has the full force and effect of law within the City boundaries unless it is in conflict with any higher form of law, such as a State statute or constitutional provision. An ordinance has higher legal standing than a resolution. Adopted ordinances form the Municipal Code. (See Municipal Code)

## P

**PCI** - Pavement Condition Index.

**PCJPB** - Peninsula Corridor Joint Powers Board (Also known as Caltrain Board)

**PELRA** - Public Employers Labor Relations Association.

**PEMHCA** - Public Employees Medical and Hospital Care Act.

**PERS** - Public Employees Retirement System. A pension plan administered by the State of California for government agencies. (Also known as CalPERS).

**Performance Measures** - Indicators used in budgets to show, for example, (1) the amount of work accomplished, (2) the efficiency with which tasks were completed, and (3) the effectiveness of a program, which is often expressed as the extent to which objectives were accomplished.

**Personnel Expenditures** - Salaries, wages and benefits paid to employees.

**PMP** - Pavement Management Plan.

**Police Grants Fund** - Revenues associated with Police grants that have restricted uses and may be ongoing, for example, SLESF.

**POST** - Police Officer Standards and Training.

**Priority Area** - A category of Town services, such as Economic Development, Long Range Financial Plan or Neighborhoods which the City Council selects as an area of focus for staff in the coming fiscal year.

**Program** - Plan of action aimed at accomplishing a clear objective, with details on what work is to be done, by whom, when, and what means or resources will be used.

**Program Revenues** - Revenues received by a department as a result of the services or operations of that department (such as user fees), and generally used to finance the related services or programs.

**Property Tax** - A tax on the assessed value of property. California State Constitution Article XIII A provides that the combined maximum property tax rate on any given property equal to 1% of its assessed value unless an additional amount has been approved by voters for special taxes or general obligation bonds. San Mateo County remits the Town's share, including all penalties and interest.

**Proposed Budget** - The working document for the fiscal year under discussion.

**PTAF** - Property Tax Assessment Fee.

**Public Employee Retirement System** - See PERS.

**Public Safety Grants Fund** - Revenues associated with one-time or limited term Police Grants that have restricted uses.

**PW** - Public Works.

## R

**Real Estate Transfer Tax** - A tax on the value of property transferred, currently levied at a rate of \$0.275 per \$500. San Mateo County collects the tax and the Town receives the revenues. Revenues are dependent on how frequently the property is transferred and on the accrued value at the time of transfer.

**Records Management System (RMS)** - A system that automates the storage of current documents and important records of the Town (documents, agendas, minutes, reports, maps and vital records) to facilitate quick and easy access to these records using software and other technologies.

**Request for Proposal (RFP)** - Part of a procurement process which is frequently associated with obtaining professional or specialized services or goods. Vendors are invited to respond with a description of services and associated costs. The agency evaluates responses to determine the response which most closely meets the stated needs in a cost-effective manner.

**Reserve** - An account used to designate a portion of the fund balance as legally segregated for a specific use, i.e., General Fund Reserve.

**Reserve Policy** - A Council adopted set of principles which establish an appropriate minimum level of reserves and specify how reserves can be used.

**Resolution** - A special order of the City Council that requires less legal formality than an ordinance in terms of public notice and the number of public readings prior to approval.

**Restricted Use Funds** - Funds designated for use for a specific purpose.

**Revenues** - Income from all sources used to pay Town expenses.

**RFP** - See Request for Proposal.

**RHNA** - Regional Housing Needs Assessment.

**Risk Management** - An organized attempt to protect a government's assets against accidental loss in the most economical method.

**RMS** - See Records Management System.

**ROW** - Right-Of-Way.

**RWQCB** - Regional Water Quality Control Board.

**S**

**Salaries and Wages** - A fixed monthly or hourly sum paid to an employee.

**Sales Tax** - Taxes assessed on retail sales or leases of tangible personal property in the Town. The Town receives one percent of the 8.25% San Mateo County sales tax.

**SAMCAT** - San Mateo County Telecommunications Authority.

**SamTrans** - San Mateo County Transit District.

**SB** - Senate Bill.

**Secured Taxes** - Taxes levied on real properties in the Town which are "secured" by liens on the properties.

**SFPUC** - San Francisco Public Utilities Commission.

**SLESF** - See Supplemental Law Enforcement Services Fund.

**SLPP** - State-Local Partnership Program.

**SMC** - San Mateo County.

**SMIP** - San Mateo County Investment Pool.

**Special Revenues Fund** - A fund that accounts for the use of revenues that are legally restricted to expenditures for specific purposes.

**SSAR** - Systemic Safety Analysis Report Program. A grant program established by the State Department of Transportation (Caltrans) in 2016. The purpose of this grant is to study deficiencies in a government agency's roadway network including sidewalks, bike paths, crosswalks, accessibility barriers and streetlights and recommend corrective measures to correct the problems.

**SSF** – City of South San Francisco.

**SSO** - Sanitary Sewer Overflow.

**STEP** - Saturation Traffic Enforcement Program.

**STOPP** - Stormwater Pollution Prevention Program.

**Strategic Plan** - Plan of action aimed at accomplishing a clear objective, with details on what work is to be done, by whom, when, and what means or resources will be used.

**Strategic Planning** - A comprehensive and systematic management tool designed to help organizations assess the current environment, increase effectiveness, develop commitment to the organization's mission and achieve consensus on strategies and objectives for achieving that mission. The focus is on aligning organizational resources to bridge the gap between present conditions and the envisioned future. The organization's objectives for a strategic plan will help determine how available resources can be tied to future goals.

**Supplemental Assessment** - An assessment of real property occurring after the real property lien date of January 1st of each year as a result of new construction or a change in ownership. The San Mateo County Assessor determines the new value of the property based on current market values, and then calculates the difference between the new value and the value set on January 1st.

**Supplemental Law Enforcement Services Fund (SLESF)** - A component of the Citizens' Option for Public Safety (COPS) program which provides grants to every city and county and five special districts that provide law enforcement in the State of California. SLESF funds are allocated among cities and counties and special districts that provide law enforcement services in proportion to population, except that each agency is to be allocated a minimum of \$100,000. The Town of Colma receives the minimum allocation.

**Supplies and Services** - Expenditures for materials, supplies and related services which are ordinarily consumed within a fiscal year.

**SWAT** - Special Weapons And Tactics.

## T

**Tax Levy** - Amount of tax dollars raised by the imposition of the tax rate on the assessed valuation of property.

**Tax Equity Allocation** - The amount of property taxes payable to the Town under a special law to assist cities that otherwise would receive low or no property taxes.

**TDM** - Transportation Demand Management.

**TEA** - Tax Equity Allocation.

**TLC** - Transportation for Livable Communities.



**TMA** - Training Managers Association.

**Transportation Grants Fund** - Fund used to account for one-time transportation grants awarded by Federal, State and Regional agencies, and the associated expenditures.

## U

**UBC** - Uniform Building Code.

**Unassigned Reserve** - The amount of spendable fund balance that is not otherwise appropriated.

**Unencumbered Appropriation** - The portion of an appropriation not yet expended or encumbered.

**Unfunded Capital Project** - Capital Projects that are Town priorities but are currently without budgeted funds. Unfunded Capital Projects will be reviewed annually during the Town Budget process to see if funds are available for their design and construction and if these projects are ready to move from the Unfunded Capital Projects list to the Budgeted Capital Projects list.

**Unfunded Position** - Positions that are authorized but funding is not provided.

**Unsecured Taxes** - An ad-valorem (value-based) property tax that is the liability of the person or entity assessed for the tax. Because the tax is not secured by real property (such as land) the tax is called "unsecured."

**Useful Life** - An accounting term defined as the number of years, as set by the IRS, that depreciable business equipment or property is expected to be in use.

## W

**Way-finding** - Information systems and signage that guide people through a physical environment and enhance their understanding and experience of the area or space.

## Y

**Year-End** - As of June 30th (end of fiscal year).

## Resolutions

### Budget Adoption

Coming Soon

Available after June 8, 2022

### GANN Limit



Coming Soon

Available after June 8, 2022

### 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 document, should direct such a request to Pak Lin, Administrative Services Director, 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.

Town of Colma

1198 El Camino Real

[Town Website](#)

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# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works, CSG  
 Dave Bishop, Project Manager  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: June 8, 2022  
 SUBJECT: F Street Retaining Wall Improvement Project – Bid Package Approval

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## RECOMMENDATION

Staff recommends that the City Council adopt the following:

MOTION TO APPROVE THE BID DOCUMENT PACKAGE, AUTHORIZE STAFF TO ADVERTISE THE NOTICE INVITING BIDS FOR THE F STREET RETAINING WALL IMPROVEMENT PROJECT, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGES TO THE PLAN DOCUMENTS AS NEEDED OR REQUIRED

## EXECUTIVE SUMMARY

At the July 28<sup>th</sup>, 2021, City Council Meeting, plans and specifications for the F Street Wall Improvement Project was approved. At the October 13, 2021, City Council Meeting, staff recommended that City Council reject all bids due to the lack of interest in bidding the project. During the time of rejecting the bids, staff was able to “Value Engineer” portions of the project to hopefully bring the overall cost of the project down. New project plans and bid specifications (“Bid Package”) for the F Street Retaining Wall Improvement Project (“Project”) have now been prepared. Prior to publishing and advertising the Project Bid Package, staff is requesting the City Council review, comment and approve the Project Bid Package plans and specifications. If approved, staff will proceed with advertising the notice inviting bids in accordance with the Uniform Public Construction Cost Accounting Act for the Project.

## FISCAL IMPACT

There is no fiscal impact to approve the Bid Package. At the time of contract award, staff will request from City Council a CIP budget amendment incorporating all project costs (construction contingencies and, construction management).

## BACKGROUND

The F Street retaining wall is 18 feet high at its highest point from street level. The wall is considered to be what is called a bin-type concrete retaining wall. Bin-type walls are typically a

system of adjoining closed faced sections that is then filled with earth to help gravitationally retain the slope.

Concerns have been raised by the community on the structural stability of the existing retaining wall mainly due to the visible cracks and spalling on the face of the lower wall structure. Staff was asked to evaluate the stability and condition of the retaining wall and to report findings back to the City Council.

In 2019, the Town requested the Town's Engineering staff to review the existing wall and provide a report with condition assessments and recommendations. Based on the findings of the inspection and condition assessment, staff identified several repair measures to address the wall deficiencies. Repairs consisted of chipping away all unsound concrete, preparing concrete and steel surfaces and placing an epoxy concrete patch material. Cracks will be pressure injected with epoxy to seal the crack and prevent water intrusion and corrosion of the reinforcement. Enhanced drainage is now implemented into the project to divert water from behind and then relieve hydrostatic water buildup and undo pressure against the wall.

## **ANALYSIS**

A City Council Study Session was held on July 14, 2021, to discuss the current condition of the retaining wall and to receive feedback and comments from the City Council and members of the public. It was noted in the meeting that the wall was experiencing some deterioration of the concrete structure but was still considered to be stable and safe. If left unattended, deterioration would likely worsen to the point where rehabilitation of the existing wall would no longer be an option and would require complete replacement. Because the current condition of the retaining wall is repairable; plans, specifications and an engineer's estimate have been completed for long term repairs to the deteriorated parts of the retaining wall.

The various wall repairs consist of:

- Removing the concrete spalling (areas of the wall where the concrete surfacing is chipping away), removing any unsound concrete around the exposed rebar, cleaning and preparing and patching with high pressure concrete; and
- Exposing and cleaning cracks (Any crack over 1/16 inch) and injecting epoxy seal; and
- Providing drainage enhancements so that surface water can be diverted, and proper drainage facilities are constructed to channel water away from the wall and adjacent properties.
- Paint wall, (upper and lower wall surfaces) to accept future public art considerations.

Other items that came from the City Council Study Session, (July 2021) that are included in the plans and specifications are:

- Community outreach when construction will start and potential impacts; and
- Additive alternate bid items for different finishes for the wall, such as a smooth wall surface that can support a platform for community art, or a stucco finish; and

- An annual maintenance program to help preserve the wall, this action item may be established after the wall rehabilitation is complete.
- Repair/enhance storm drain inlet at bottom of retaining wall. (this will be assessed once the contract is awarded and the contractor is on site, design build feature)

Upon review and feedback from the City Council, staff will make all revisions directed by the City Council and proceed with advertising the Project bid package. Staff and the project management team will continue to update the City Council and the City Manager regarding the bidding process.

The proposed project schedule is as follows:

June 8, 2022:	Approve PS&E Package and authorize to release bid package
June 20, 2022:	Advertise Project.
Mid-July 2022:	Pre-Bid Meeting
August 24, 2022	Award Construction Contract, (If City Council is in session)
September 2022:	Start Construction
Late Dec./Early Jan 2023.	End of Construction

## ALTERNATIVES

The City Council could choose to postpone the project to a later date. However, this option is not recommended, as additional deterioration could take place reducing the ability to repair the wall, leaving full wall replacement as the only option.

## Council Adopted Values

The proposed action is consistent with the City Council's value of being *responsible*. Repair of the wall will keep homeowners and businesses in the area of the F Street Retaining Wall safe from wall failure in the future. The City Council also will exhibit fiscal responsibility by expensing a fraction of cost to rehabilitate in lieu of replacement of the wall. City Council has taken a visionary approach and expressed an interest in providing an opportunity to the community to use portions of the retaining wall surface as a canvas for a community art program.

## CONCLUSION

Staff seeks Council's motion to approve the Bid Package, authorize advertisement of the noticing inviting bids for the Project, and authorize the City Manager to approve minor changes and or additions as needed or required.

## **ATTACHMENTS**

- A. Bid Documents - Plans
- B. Bid Documents - Specifications





# TOWN OF COLMA PUBLIC WORKS & ENGINEERING DEPARTMENT

## PLANS FOR F STREET RETAINING WALL REPAIR PROJECT

### SHEET INDEX

1. TITLE SHEET & GENERAL NOTES
2. RETAINING WALL PLAN & PROFILE
3. RETAINING WALL LAYOUT
4. RETAINING WALL SECTIONS
5. WALL REPAIR DETAILS No. 1
6. WALL REPAIR DETAILS No. 2
7. WALL REPAIR DETAILS No. 3

### GENERAL NOTES

#### PROJECT DESCRIPTION:

THE WORK SHALL CONSIST IN GENERAL OF PROVIDING ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO COMPLETE RETAINING WALL REPAIRS TO THE F STREET RETAINING WALL LOCATED IN THE TOWN OF COLMA, CALIFORNIA. WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, TRAFFIC CONTROL, REPAIRING SPALLED CONCRETE, CONCRETE CRACK REPAIR, CORING CONCRETE WEEP HOLES, DRAINAGE IMPROVEMENTS, AND TIMBER RETAINING WALL CONSTRUCTION.

#### NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 CALTRANS STANDARD SPECIFICATIONS AND PLANS, AND TOWN OF COLMA STANDARDS.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF LOCATIONS OF EXISTING UTILITIES, BEFORE BEGINNING CONSTRUCTION. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY. UTILITY COMPANIES AND USA SHALL BE NOTIFIED 48 HOURS PRIOR TO EXCAVATION WITHIN PROJECT AREA. (CALL 811 BEFORE YOU DIG).

3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING UTILITIES, DRAINAGE SYSTEMS, AND ALL EXISTING FACILITIES EXCEPT AS SHOWN ON THESE PLANS.

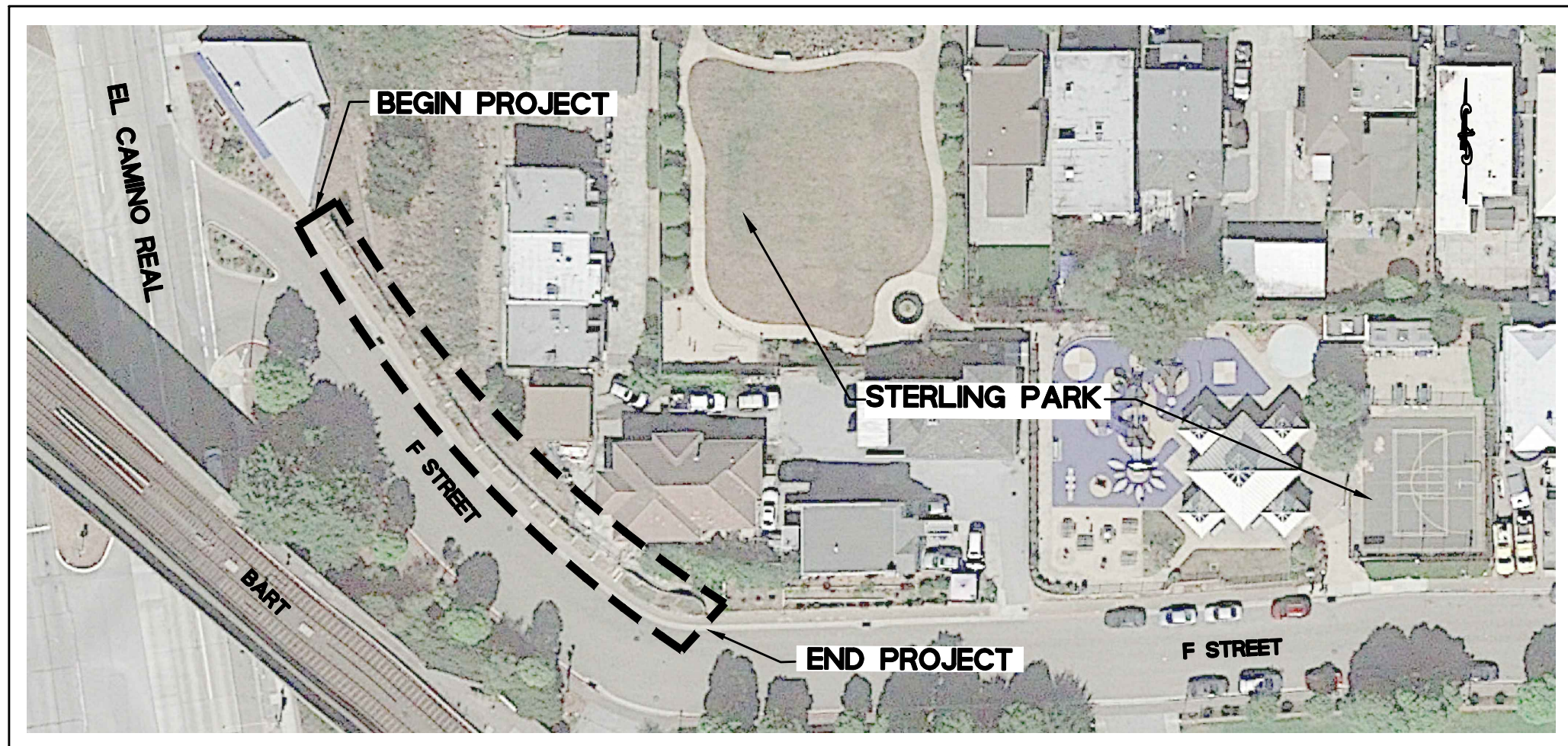
4. EXISTING CONDITIONS AS SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. CONTRACTOR IS REQUIRED TO FIELD VERIFY ALL EXISTING FIELD CONDITIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL AND PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT ALL CONDITIONS THAT CONFLICT WITH THE CONTRACT DOCUMENTS TO THE TOWN REPRESENTATIVE. NO DEVIATIONS FROM THE CONTRACT DOCUMENTS ARE ALLOWED WITHOUT WRITTEN DIRECTION FROM THE TOWN. DO NOT SCALE DRAWINGS.

5 THE CONTRACTOR IS TO NOTE THAT WORK ON THIS PROJECT INVOLVES WORKING WITH AN EXISTING STRUCTURE. EVERY EFFORT HAS BEEN MADE TO IDENTIFY DISCREPANCIES AND ENSURE THAT THE DETAILS ARE DEPICTED CORRECTLY. THESE DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION AVAILABLE. THE CONTRACTOR CAN EXPECT AND SHOULD PLAN ON ENCOUNTERING VARIANCES AND DEVIATIONS BETWEEN THE INFORMATION IN THESE PLANS AND THE EXISTING SITE CONDITIONS. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS IN CONSTRUCTION DETAILS AND QUANTITIES.

6. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ADDITIONAL ELEMENTS REQUIRE REPAIR. NO ADDITIONAL REPAIR WORK SHALL BE PERFORMED BEFORE PRIOR APPROVAL OF THE ENGINEER.

7. PROJECT SITE VISITATION PRIOR TO BID IS REQUIRED.

TO BE SUPPLEMENTED BY TOWN OF COLMA SPECIAL PROVISIONS AND STANDARDS AND  
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS AND STANDARD SPECIFICATIONS DATED 2018



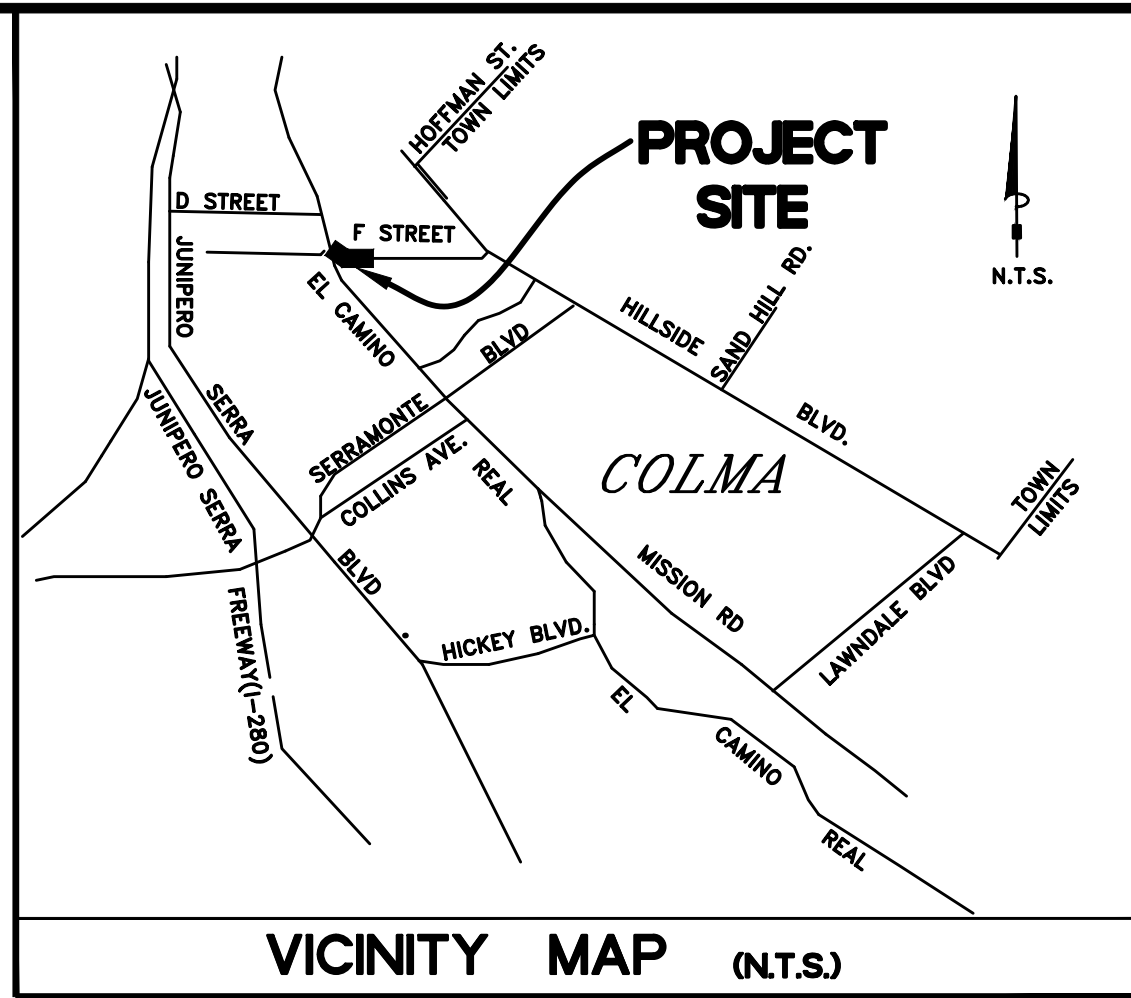
**LOCATION MAP**  
No scale

### ABBREVIATIONS

Approx	APPROXIMATELY	(N)	NEW
Arch	ARCHITECTURAL	OC	ON CENTER
CBC	CALIFORNIA BUILDING CODE	Reinf	STEEL REINFORCEMENT
Clr	CLEAR	Req'd	REQUIRED
Conc	CONCRETE	Trans	TRANSVERSE
Const	CONSTRUCTION	Typ	TYPICAL
Exist	EXISTING	UNO	UNLESS NOTED OTHERWISE
MAX	MAXIMUM	Vert	VERTICAL
MFR	MANUFACTURER		
MIN	MINIMUM		

### APPLICABLE 2018 CALTRANS STANDARD PLANS

A3A	ABBREVIATIONS (SHEET 1 OF 3)
A3B	ABBREVIATIONS (SHEET 2 OF 3)
A3C	ABBREVIATIONS (SHEET 3 OF 3)
B0-3	BRIDGE DETAILS



**VICINITY MAP** (N.T.S.)

## Attachment A

### TOWN OF COLMA

DATE: XX/XX/21

BRAD DONOHUE,  
DIRECTOR OF PUBLIC WORKS

### PREPARED UNDER MY SUPERVISION

DATE: 3/XX/22

TOM WALKER, PE

PE LIC. C56247, EXPIRES 12/31/22

**DRAFT 100% SUBMITTAL 5/11/22  
NOT FOR CONSTRUCTION**

CALL TWO WORKING DAYS  
BEFORE YOU DIG  
IN CALIFORNIA,  
NEVADA AND HAWAII  
1-800-227-2600  
UNDERGROUND SERVICE ALERT

DATE	REVISIONS	NO.	SCALE: AS SHOWN	DRAWN: B.F.	DESIGNED: T.W.	APPROVED: -
-	-	-	-	-	-	-

PREPARED BY:  
**CSG CONSULTANTS, INC.**  
550 PILGRIM DRIVE  
FOSTER CITY, CA 94404  
PHONE: (650) 522-2500  
FAX: (650) 522-2599

**CSG**  
CONSULTANTS  
EMPLOYEE-OWNED

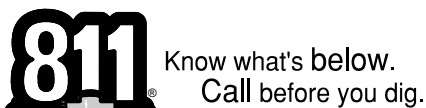
PREPARED FOR:  
**TOWN OF COLMA**  
PUBLIC WORKS & ENGINEERING DEPARTMENT  
1198 EL CAMINO REAL, COLMA, CA 94014  
PHONE: (650) 757-8888  
FAX: (650) 757-8880

**TITLE SHEET & GENERAL NOTES**

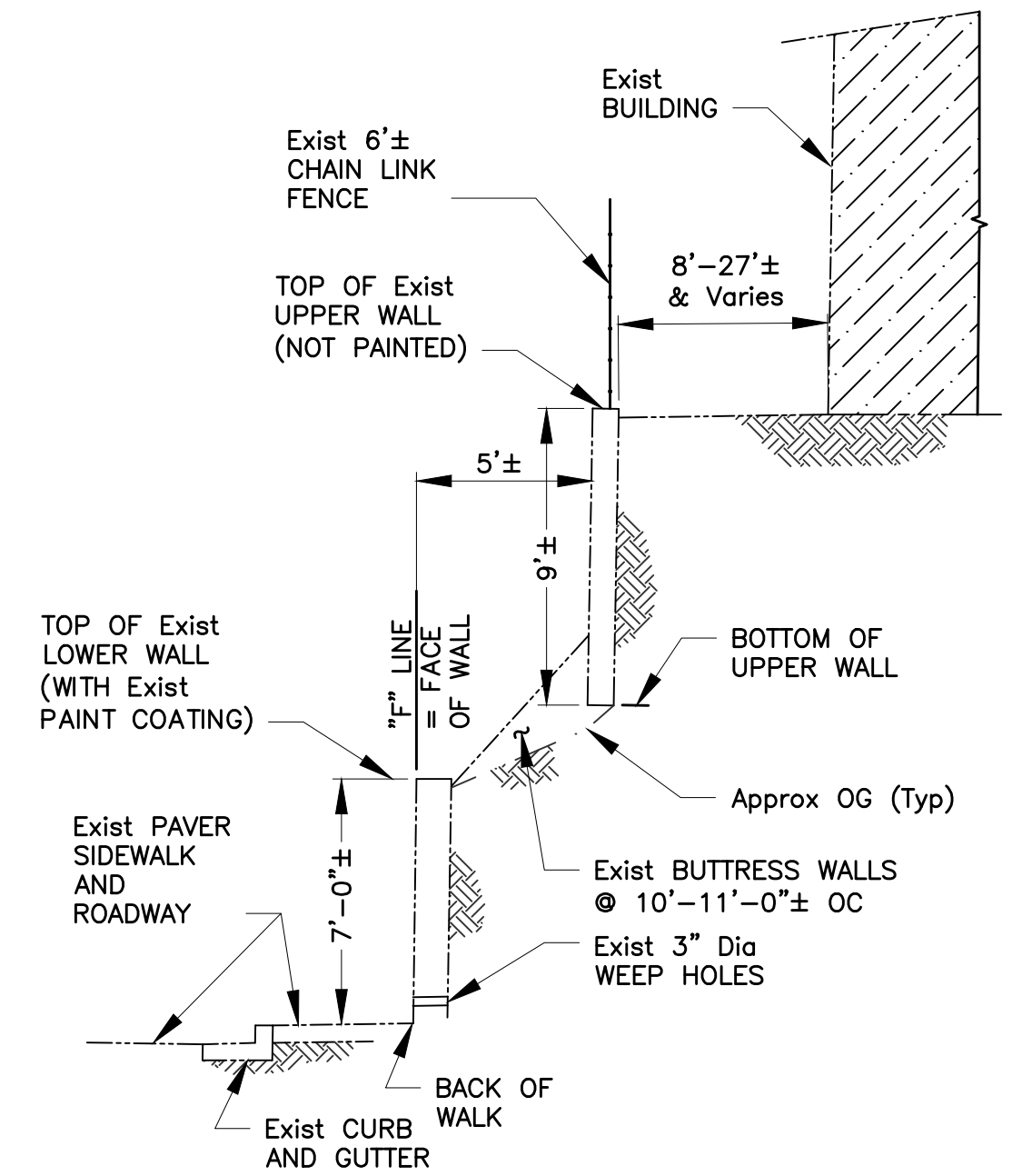
**F STREET RETAINING WALL  
REPAIR PROJECT**

**SHEET  
1 OF 7**

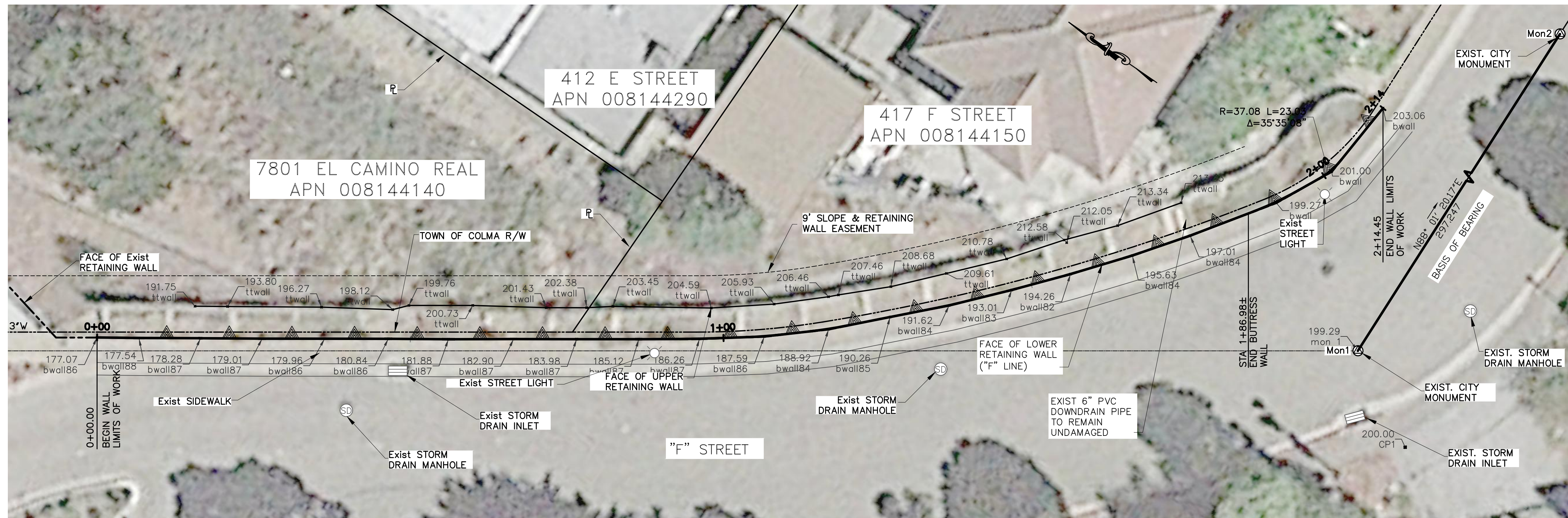
DATE : 7/26/21  
JOB# : 21.356-1














**SECTION (A-A)**  
**TYPICAL AT EXISTING RETAINING WALL**  
**SCALE: 1"=5'**



### LEGEND






- |   |  |
|---|--|
|  | INDICATES PILASTER NUMBER                              |
|  | INDICATES WALL REPAIR LOCATION No.                     |
|  | Exist STREET LIGHT                                     |
|  | Exist STORM DRAIN MANHOLE                              |
|  | Exist DRAINAGE INLET                                   |
|  | Exist CITY MONUMENT                                    |
|  | INDICATES LIMITS OF PAINTED FACE OF LOWER WALL SURFACE |

F STREET WALL REPAIR SCHEDULE			
LOCATION	REPAIR TYPE	AREA OF SPALL (SQFT) or CRACK LENGTH (Ft)	DETAIL
1	WALL SPALL	4.0	1
2	WALL SPALL	3.0	1
3	WALL CRACK	7.0	2
4	WALL CRACK	7.0	2
5	WALL CRACK	7.0	2
6	WALL SPALL	8.0	1
7	WALL CRACK	7.0	2
8	WALL CRACK	7.0	2
9	WALL SPALL	6.0	1
10	WALL CRACK	7.0	2
11	WALL CRACK	7.0	2
12	WALL CRACK	7.0	2
13	WALL SPALL	4.0	1
14	WALL CRACK	7.0	2
15	WALL CRACK	7.0	2
16	WALL CRACK	7.0	2
17	WALL SPALL	12.0	1
18	WALL CRACK	7.0	2
19	WALL SPALL	4.0	1
20	WALL SPALL	4.5	1
21	WALL CRACK	7.0	2
22	WALL SPALL	8.0	1
23	WALL SPALL	10.5	1
24	WALL SPALL	4.5	1
25	WALL CRACK	4.0	2
26	WALL SPALL	9.0	1
27	WALL SPALL	12.0	1
28	WALL SPALL	1.5	1
29	WALL SPALL	1.0	1
30	BUTTRESS SPALL	5.0	3



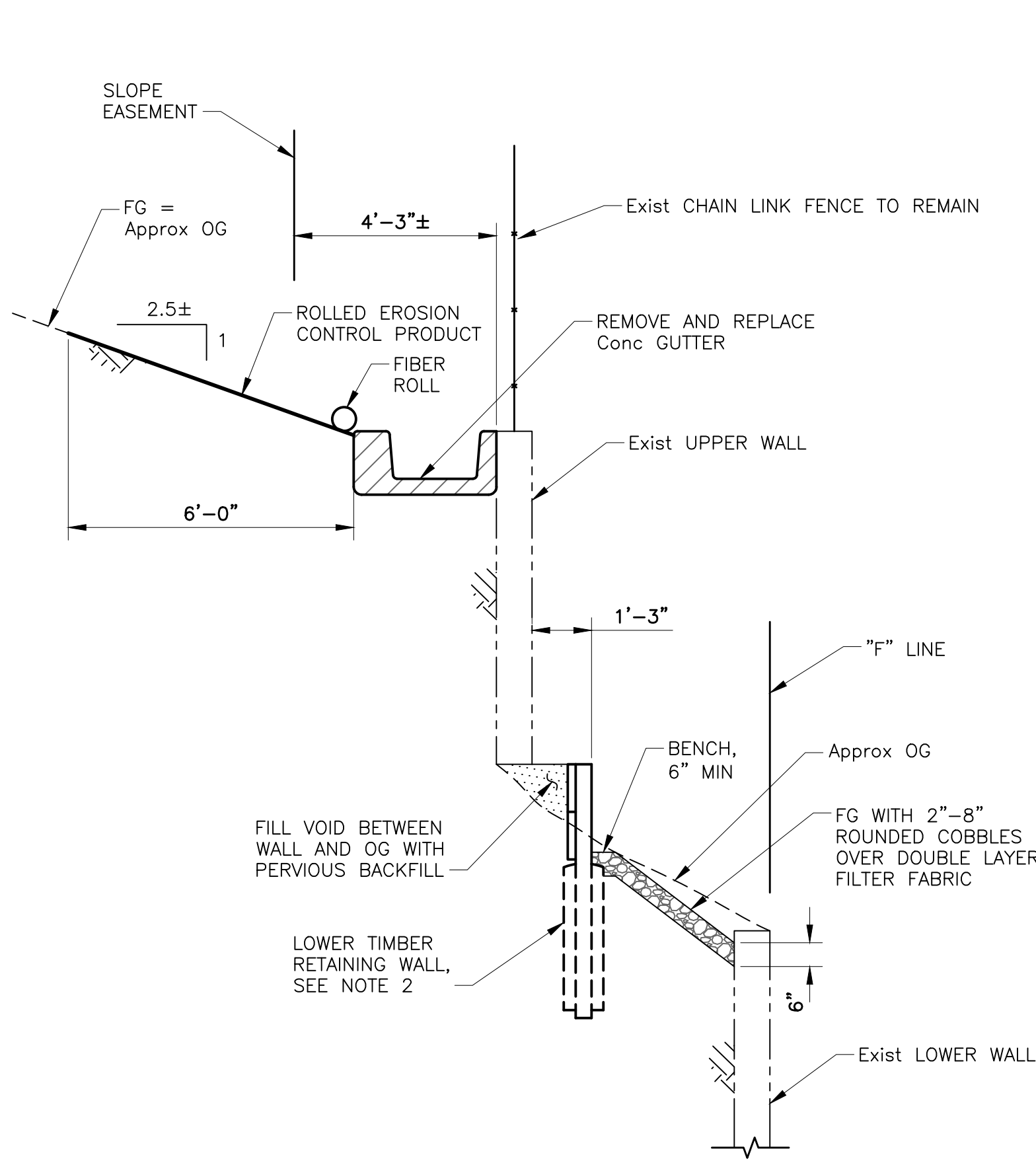


1. FOR "SECTION A-A", "SECTION B-B", AND "SECTION C-C", SEE "RETAINING WALL SECTIONS" SHEET 4 of 7.
2. FOR "CONCRETE GUTTER DETAILS", SEE "RETAINING WALL SECTIONS" SHEET 4 of 7.
3. FOR "TIMBER RETAINING WALL DETAILS", SEE "WALL REPAIR DETAILS No. 1" SHEET 5 of 7.
4. FOR "FLATWORK REPLACEMENT DETAILS", SEE "RETAINING WALL DETAILS No. 3" SHEET 7 of 7.
5. DIMENSIONS SHOWN AT SINK HOLE LOCATIONS ARE TO BE USED FOR EXCAVATION AND BACKFILL BIDDING PURPOSES ONLY. ACTUAL DIMENSIONS TO BE DETERMINED BY THE ENGINEER.

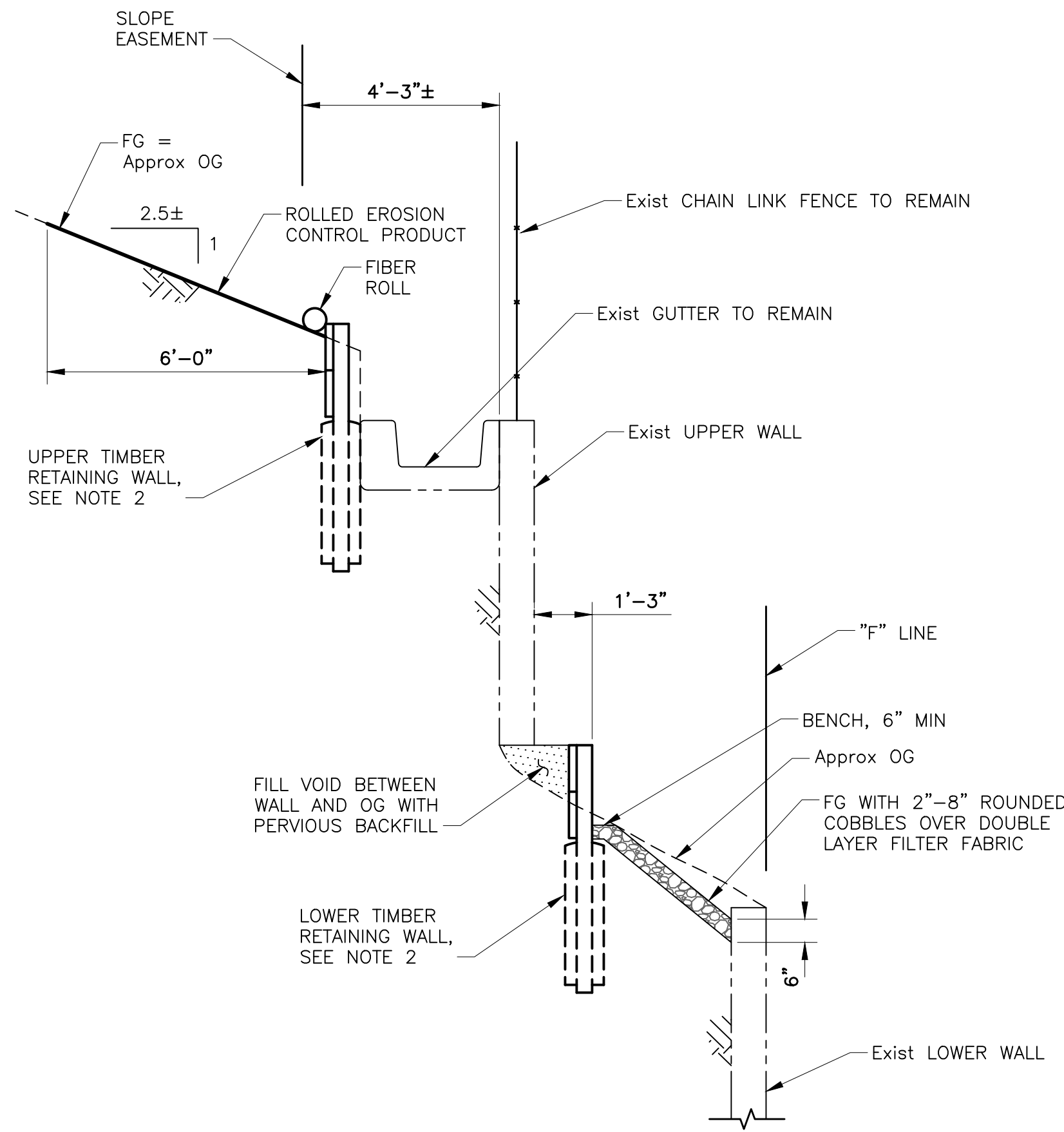
- |   |  |
|---|--|
| ---   | EXISTING CONCRETE  |
| _____   | PROPOSED CONSTRUCTION  |
|  | APPROXIMATE AREA OF GUTTER REMOVAL                                   |
|  | APPROXIMATE AREA OF SINK HOLE  |
|  | APPROXIMATE AREA OF ROLLED<br>EROSION CONTROL PRODUCT                |
|  | APPROXIMATE AREA OF 2"—6" COBBLES<br>OVER DOUBLE LAYER FILTER FABRIC |
|  | INDICATES PILASTER NUMBER  |

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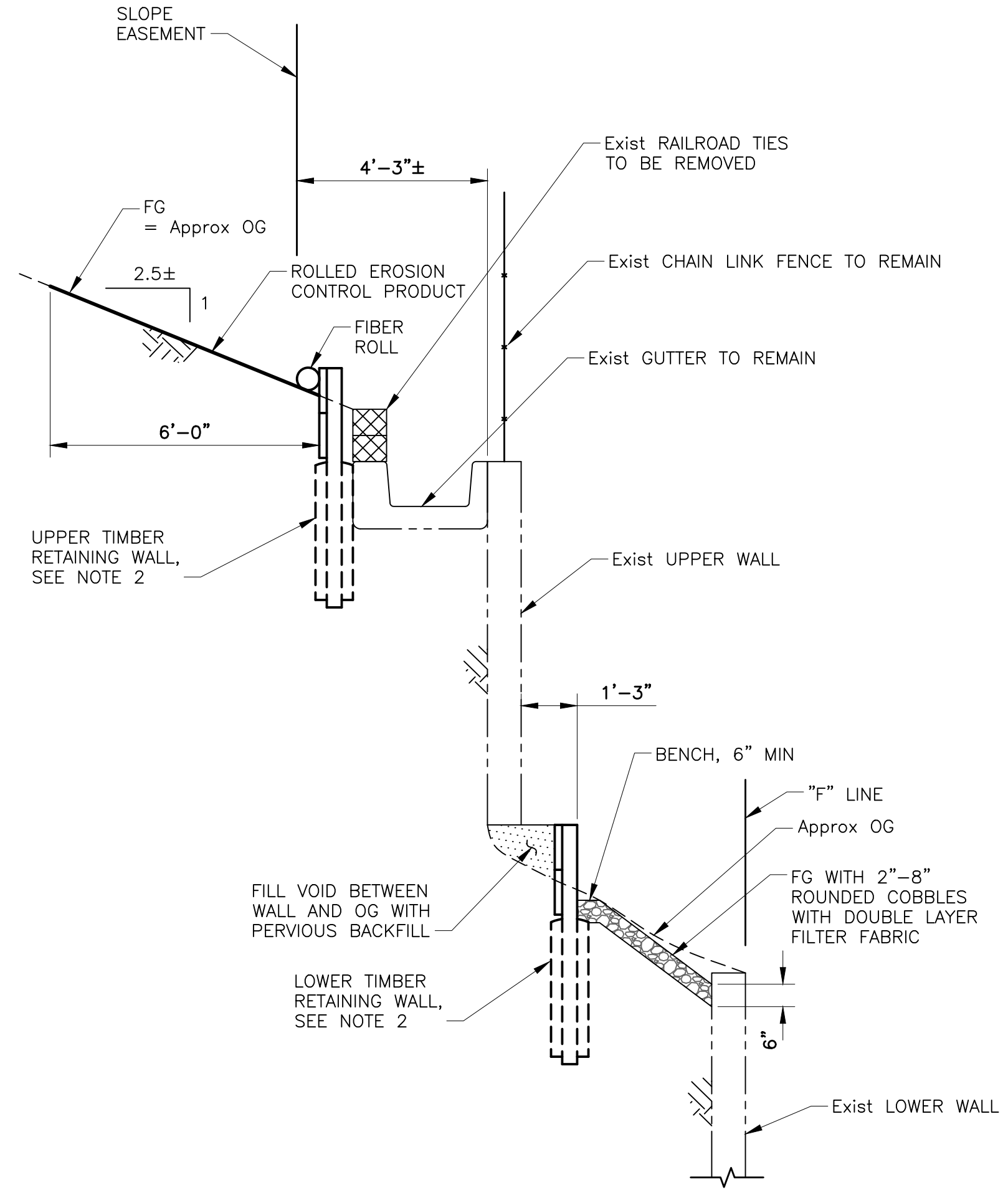
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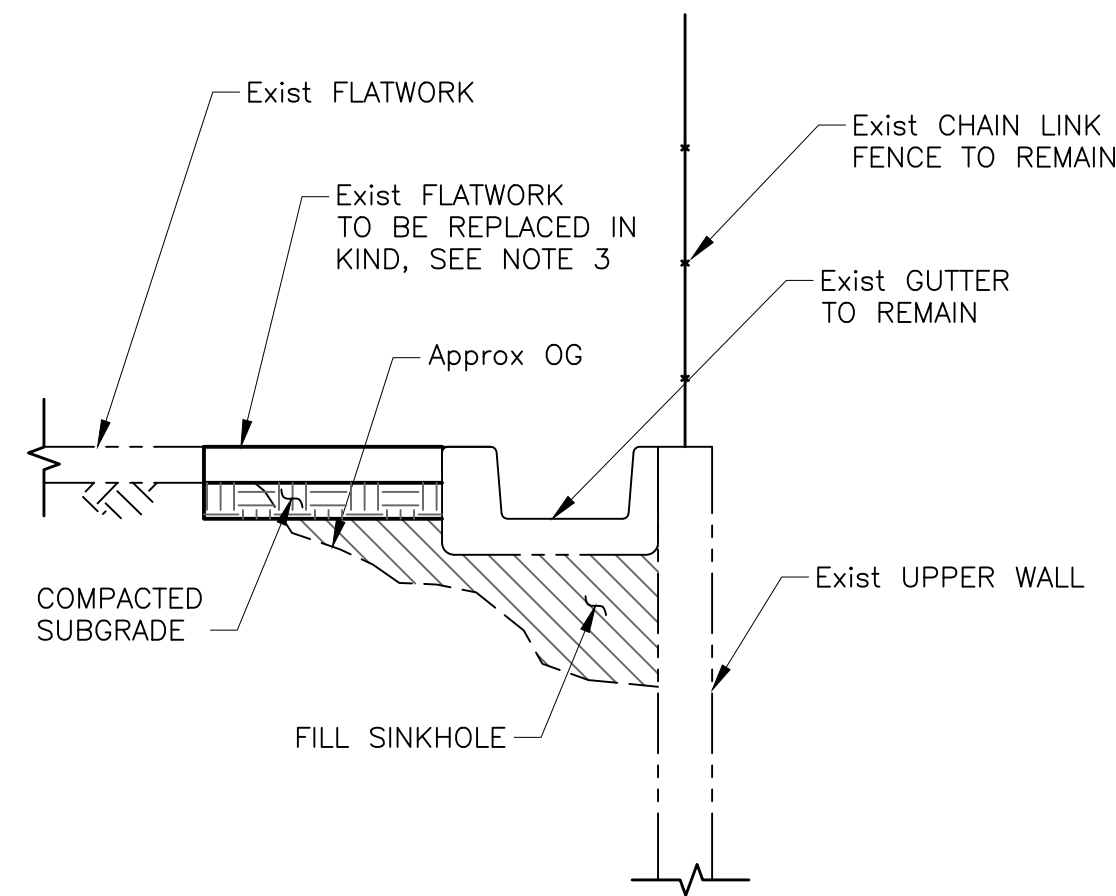
**SECTION A-A**  
**STA. 00+26.09± TO STA. 00+56.83±**  
**SCALE: 3/8"=1'-0"**



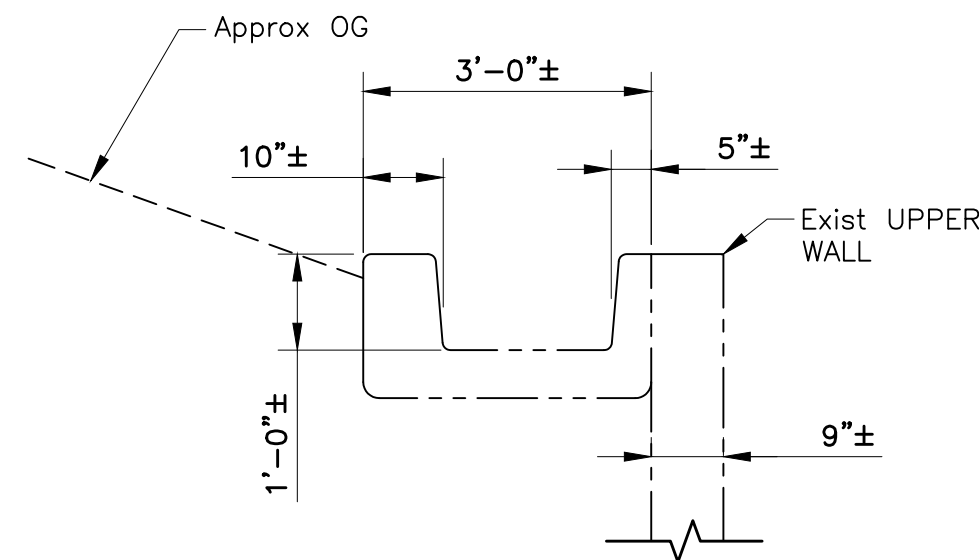
**SECTION B-B**  
**STA. 00+54.24± TO STA. 01+82.01±**  
**SCALE: 3/8"=1'-0"**



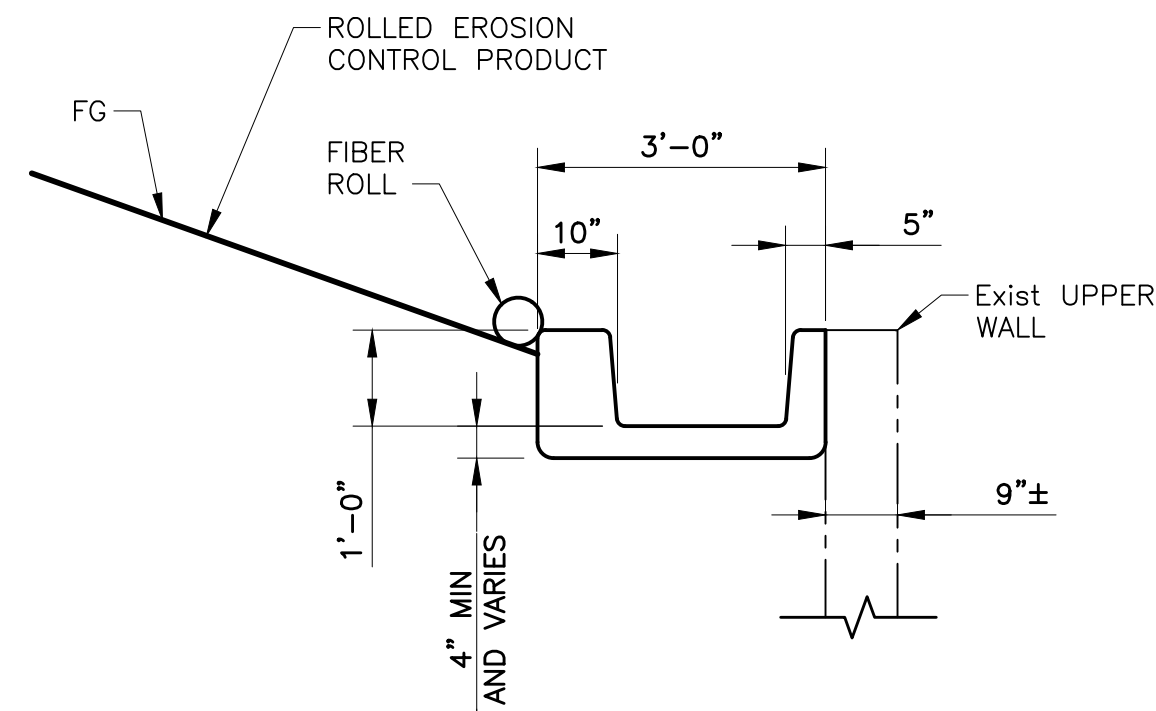
**SECTION C-C**  
**STA. 01+82.01± TO STA. 01+49.43±**  
**SCALE: 3/8"=1'-0"**



**SECTION D-D**  
**STA. 01+49.43± TO STA. 01+67.43±**  
**SCALE: 3/8"=1'-0"**



**1 EXISTING CONCRETE GUTTER**  
**SCALE: 1"=2'**



**2 NEW CONCRETE GUTTER**  
**SCALE: 1"=2'**

## NOTES

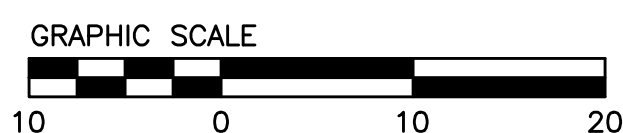
- ALL EXISTING STRUCTURES ARE TO REMAIN UNDAMAGED EXCEPT AS SHOWN ON THE PLANS.
- FOR 'TIMBER RETAINING WALL DETAILS', SEE "WALL REPAIR DETAILS No. 1" SHEET 5 of 7.
- FOR 'FLATWORK REPLACEMENT DETAILS', SEE "WALL REPAIR DETAILS No. 3" SHEET 7 of 7.

## LEGEND

- EXISTING CONCRETE
- PROPOSED CONSTRUCTION
- AREA OF RAILROAD TIE REMOVAL
- AREA OF STRUCTURE BACKFILL
- AREA OF CONCRETE REMOVAL AND REPLACEMENT
- AREA OF PERVIOUS BACKFILL
- AREA OF COMPACTED SUBGRADE
- AREA OF 2"-8" COBBLES OVER DOUBLE LAYER FILTER FABRIC



Know what's below.  
Call before you dig.



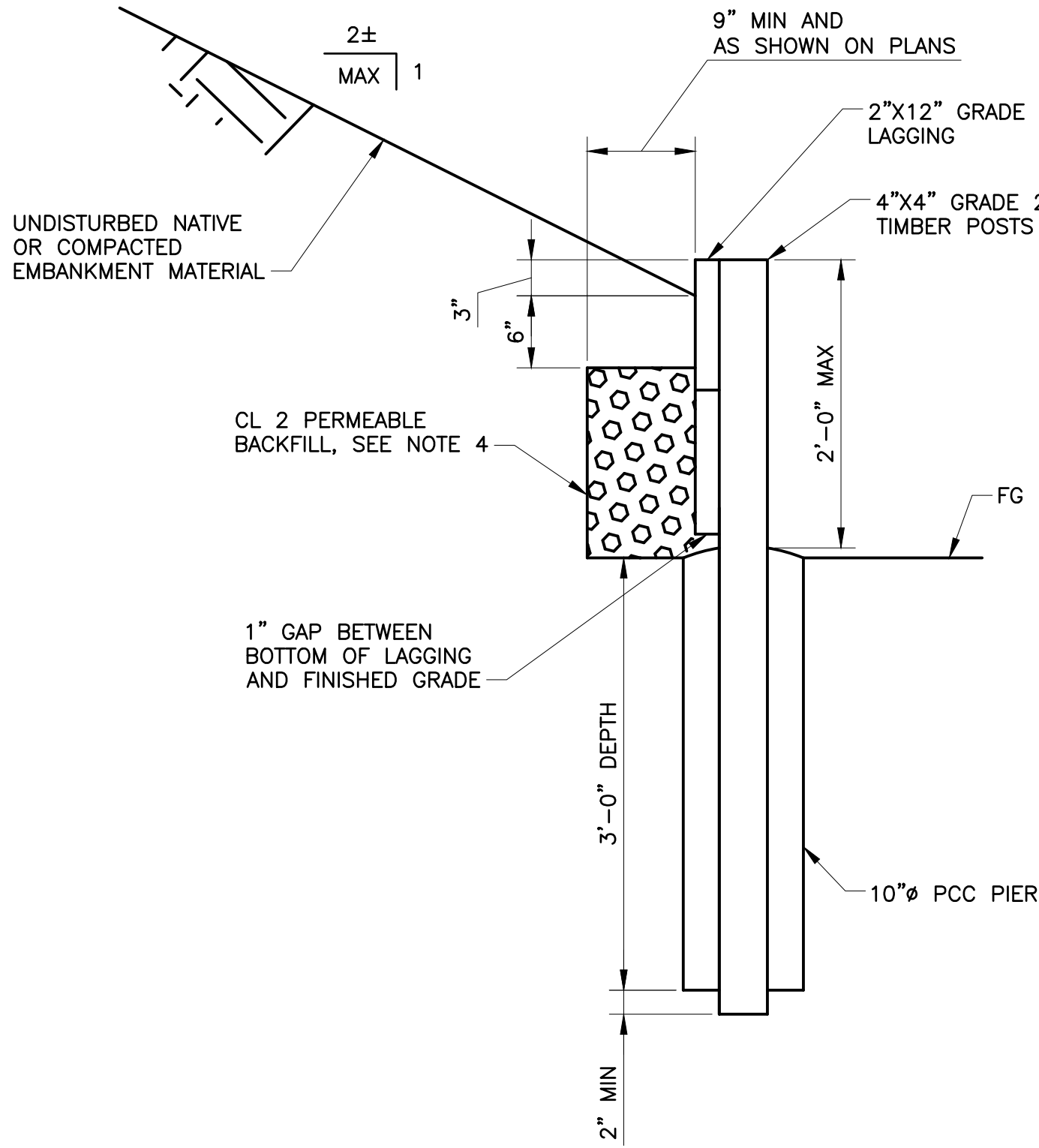
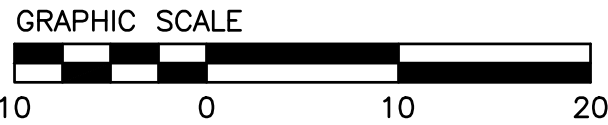
DATE	-
REVISIONS	-
NO.	-
SCALE: AS SHOWN	B.F.
DRAWN:	T.W.
DESIGNED:	-
APPROVED:	-
<div><div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>THOMAS L. WALKER</div><div>No. 00927</div><div>Exp. 12/31/25</div><div>CIVIL</div><div>STATE OF CALIF.</div></div><div><div>PREPARED BY:</div><div><b>CSG CONSULTANTS, INC.</b></div><div>550 PILGRIM DRIVE</div><div>FOSTER CITY, CA 94404</div><div>PHONE: (650) 522-2500</div><div>FAX: (650) 522-2599</div></div><div><div><div>EMPLOYEE-OWNED</div><div></div></div><div><div>PREPARED FOR:</div><div><b>TOWN OF COLMA</b></div><div>PUBLIC WORKS &amp; ENGINEERING DEPARTMENT</div><div>1198 EL CAMINO REAL, COLMA, CA 94014</div><div>PHONE: (650) 757-8888</div><div>FAX: (650) 757-8880</div></div></div></div>	
TITLE:	<b>RETAINING WALL SECTIONS</b> <b>F STREET RETAINING WALL</b> <b>REPAIR PROJECT</b>
SHEET	<b>4 OF 7</b>
DATE :	7/26/21
JOB# :	21.356-1



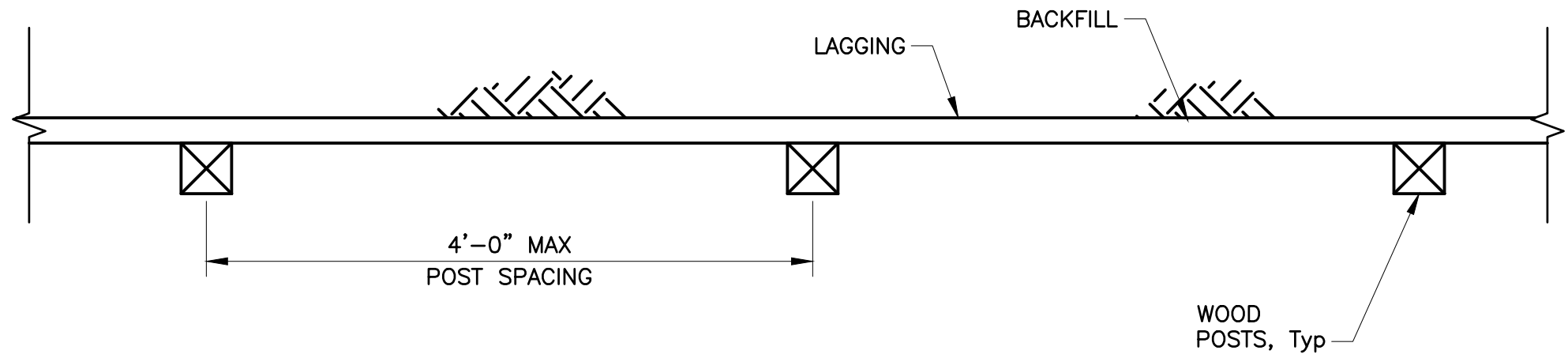
I:\Server2\csj\cc\clients\DESIGN\21-356-1 Colima Wall F Street\CAD\Detail 2 90% PLANS May 2022\03 DETAILS.dwg@ 03:15:58 PM



Know what's below.  
Call before you dig.



1 **DETAIL – TIMBER RETAINING WALL**  
NO SCALE



2 **PLAN – TIMBER RETAINING WALL**  
NO SCALE

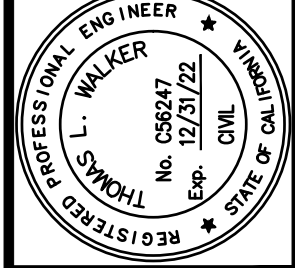
### DESIGN CRITERIA

- SOIL PARAMETERS USED WERE FOR SOIL EXHIBITING AN EQUIVALENT FLUID PRESSURE OF 40 PCF AND A PASSIVE PRESSURE OF 300 PCF.
- 2019 CBC VALUES FOR TIMBER MEMEBRS:  
  
PRESSURE TREATED DOUGLAS FIR #2:  
Fb = 900 PSI  
Fv = 180 PSI
- DESIGN INCLUDES 2'-0" SOIL SURCHARGE, DRAINED CONDITIONS.

### NOTES

- ALL POSTS SPACED AT 4'-0" ON CENTER, MAXIMUM
- ALL WOOD POSTS AND LAGGING SHALL BE ROUGH SAWN PRESSURE TREATED DOUGLAS FIR.
- ALL SIZES AND DEPTHS ARE MINIMUM.
- PERMEABLE MATERIAL SHOWN SHALL BE PLACED BEHIND ALL WALLS, WHEN WALL HEIGHT IS GREATER THAN 1'-0". PERMEABLE MATERIALS SHALL BE IN CONFORMANCE WITH THE LATEST CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. CLASS 1 PERMEABLE MATERIAL WRAPPED IN FILTER FABRIC MAY BE USED IN PLACE OF CLASS 2 PERMEABLE MATERIAL.
- CONCRETE SHALL BE MINOR CONCRETE CONTAINING NOT LESS THAN 505 LB PER CUBIC YARD OF CEMENTITIOUS MATERIAL IN CONFORMANCE WITH SECTION 90 OF CALTRANS STANDARD SPECIFICATIONS.

TITLE:		WALL REPAIR DETAILS No. 1		SHEET		DATE : 7/26/21	
F STREET RETAINING WALL		REPAIR PROJECT		5 OF 7		JOB# : 21.356-1	
PREPARED FOR:		TOWN OF COLMA		DESIGNED BY:		DATE	
PUBLIC WORKS & ENGINEERING DEPARTMENT		1198 EL CAMINO REAL, COLMA, CA 94014		DRAWN:		REVISIONS	
PHONE: (650) 757-8888		FAX: (650) 757-8890		B.F.		NO.	
				T.W.		SCALE: AS SHOWN	
				APPROVED: -		DATE	



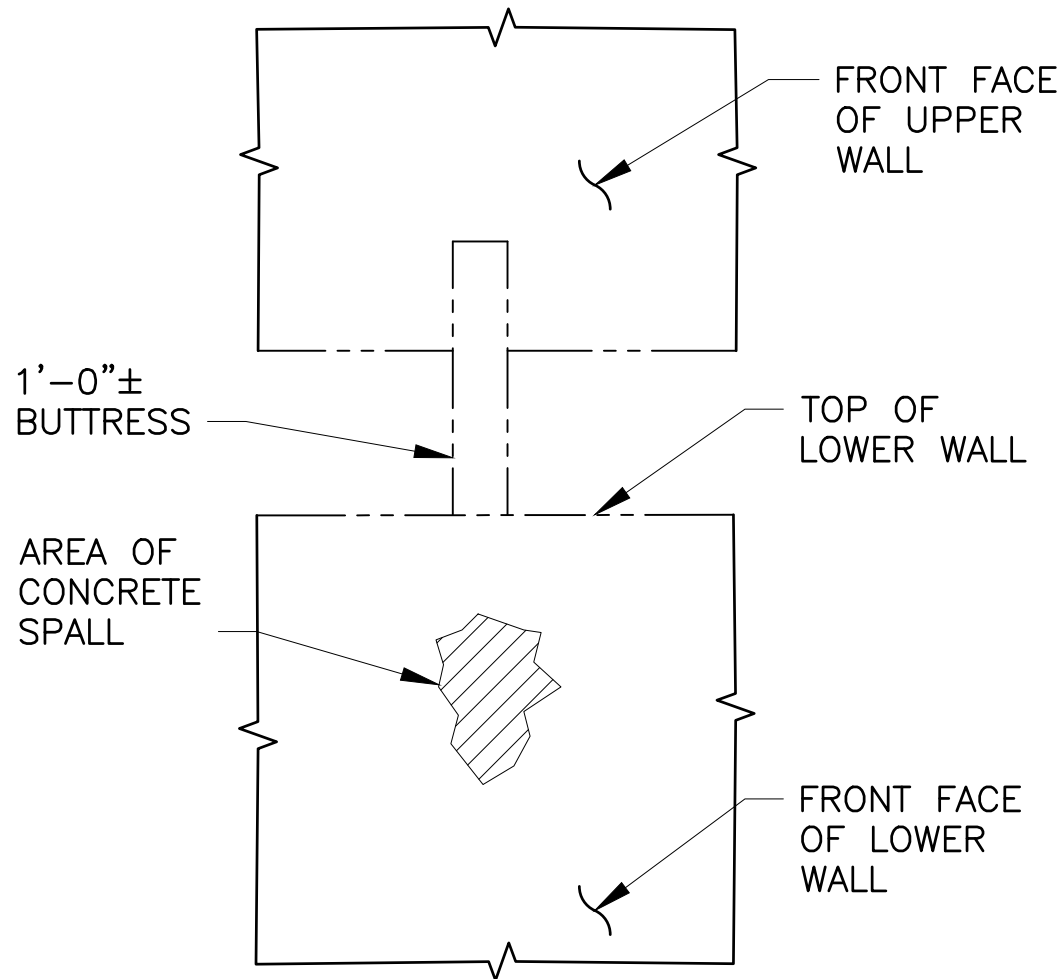
PREPARED BY:

**CSG CONSULTANTS, INC.**

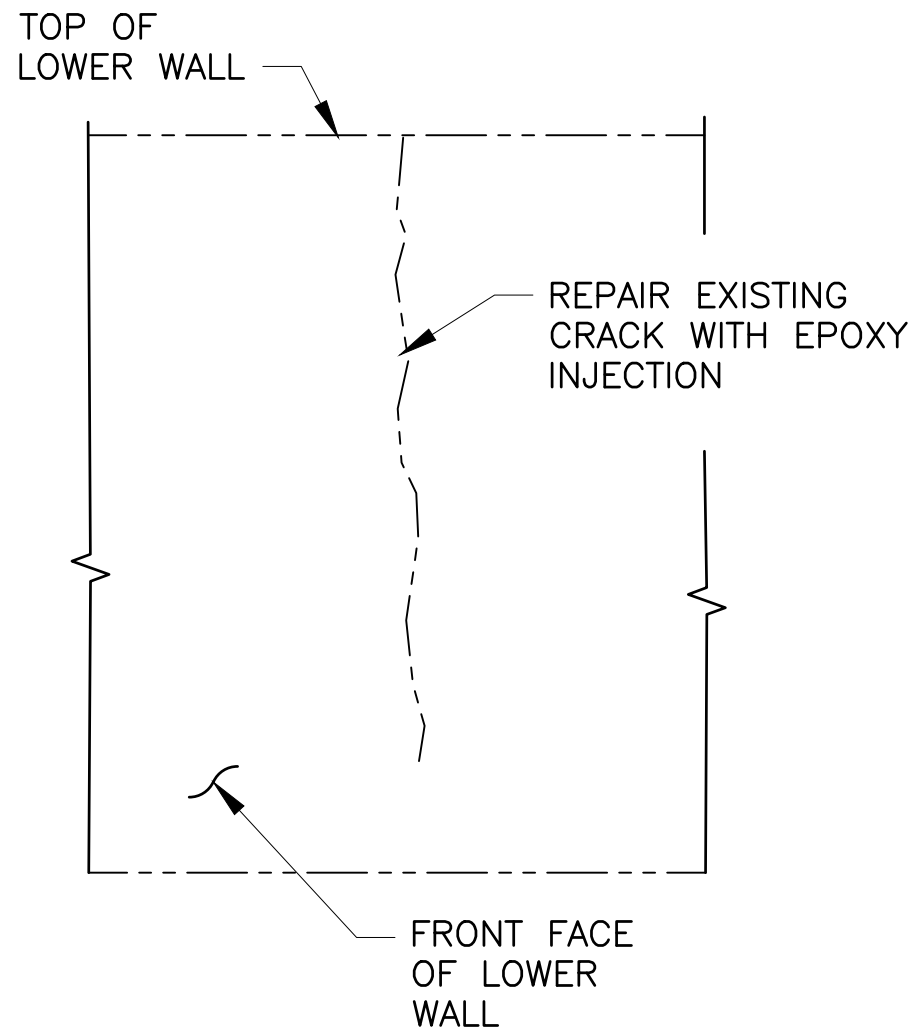
550 PILGRIM DRIVE  
FOSTER CITY, CA 94404  
PHONE: (650) 522-2500  
FAX: (650) 522-2599

**CSG CONSULTANTS**

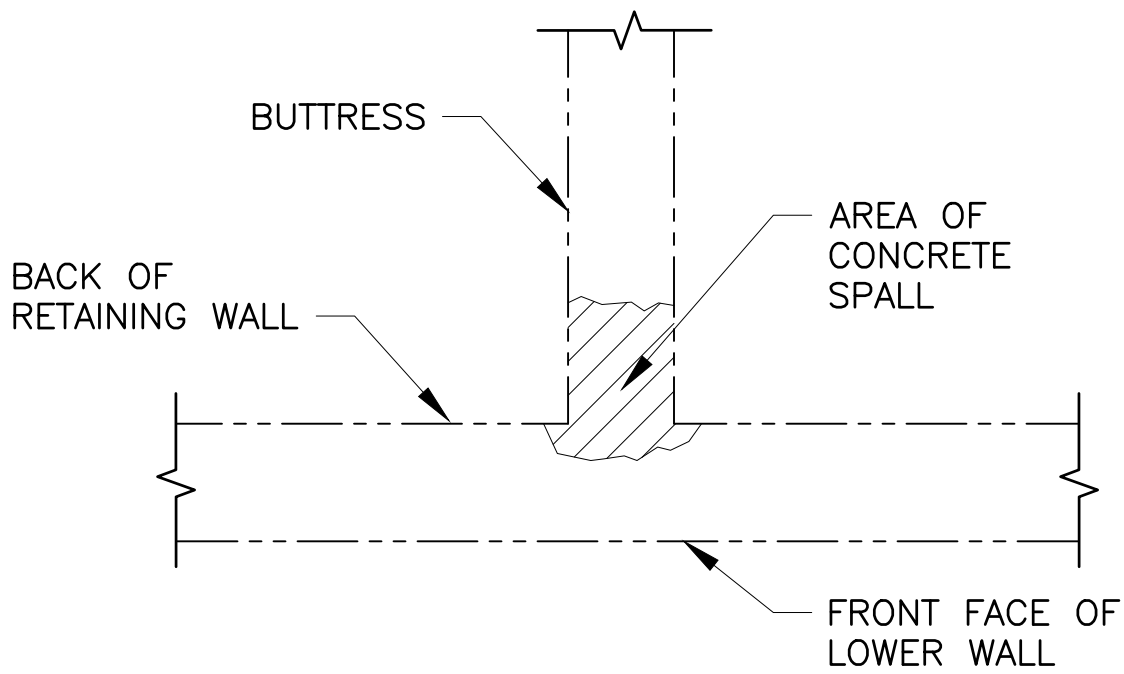
EMPLOYEE-OWNED



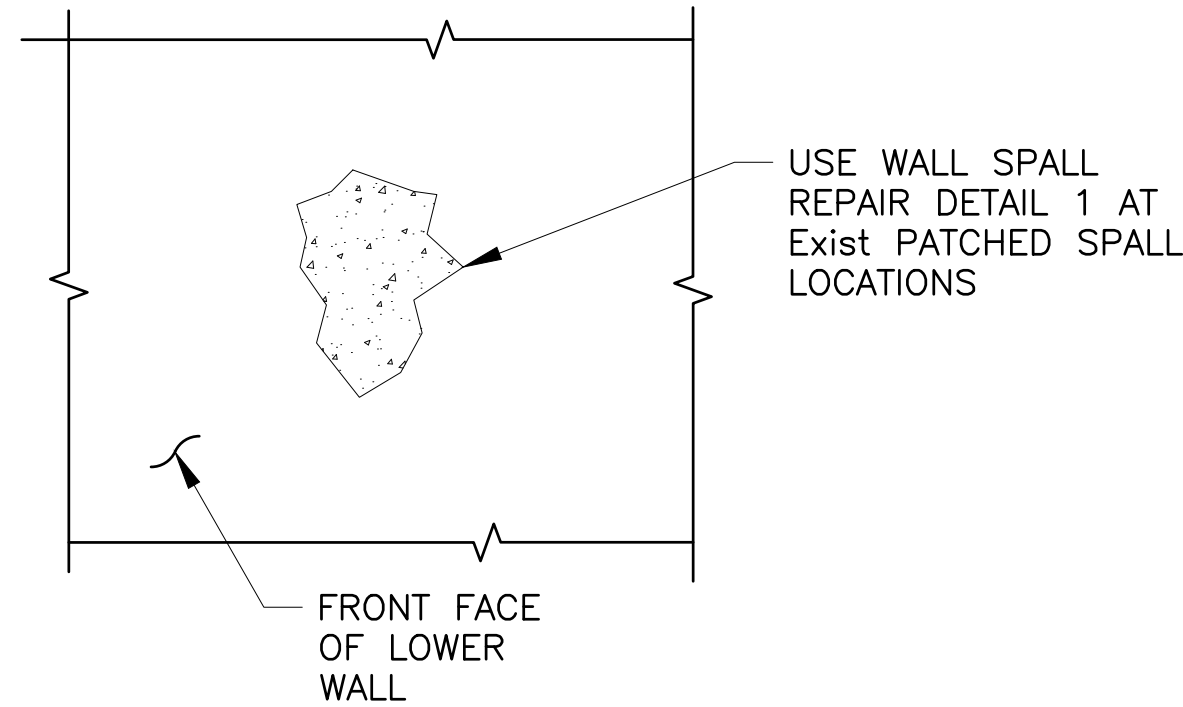
1 WALL SPALL REPAIR  
No scale



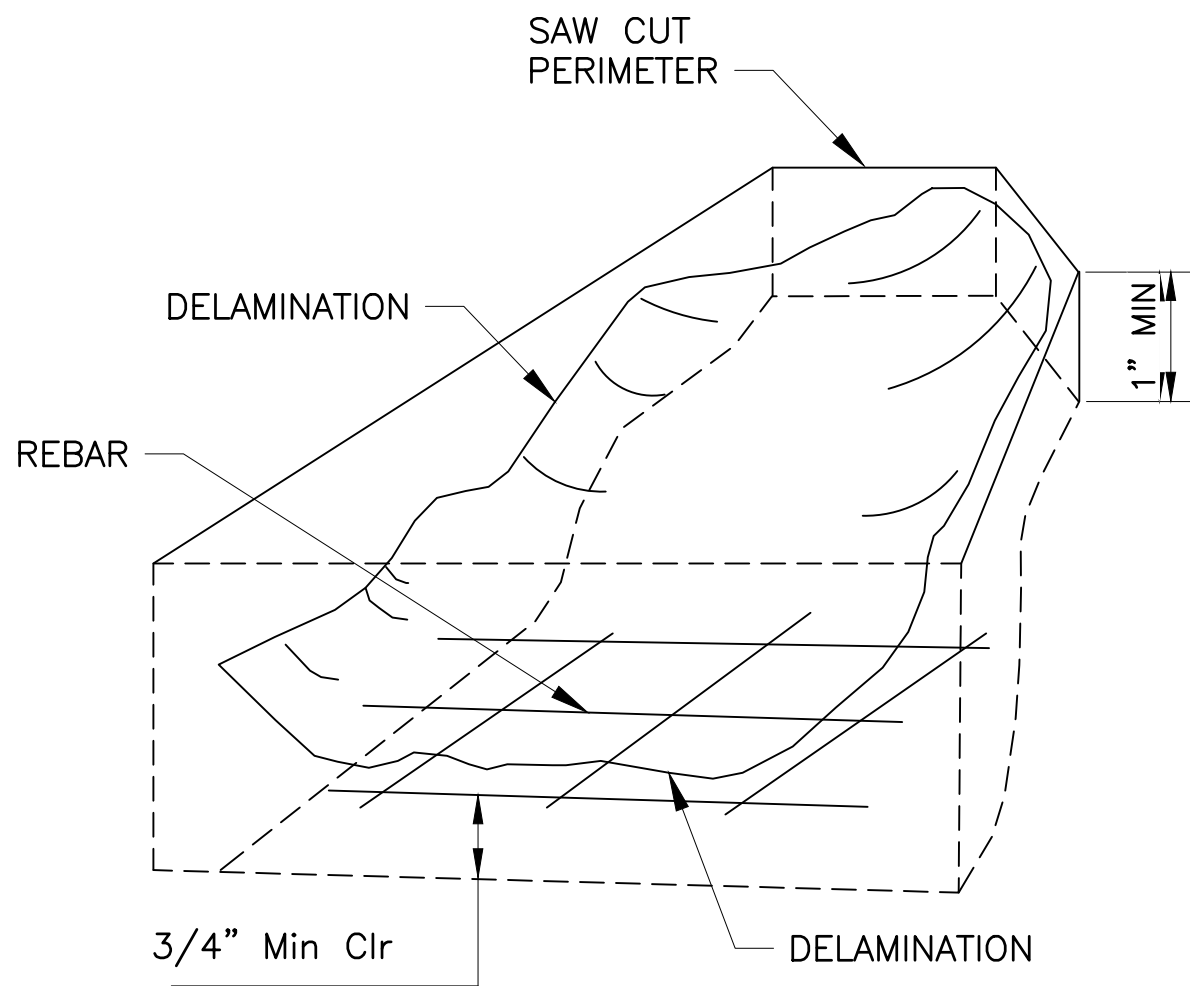
2 WALL CRACK REPAIR  
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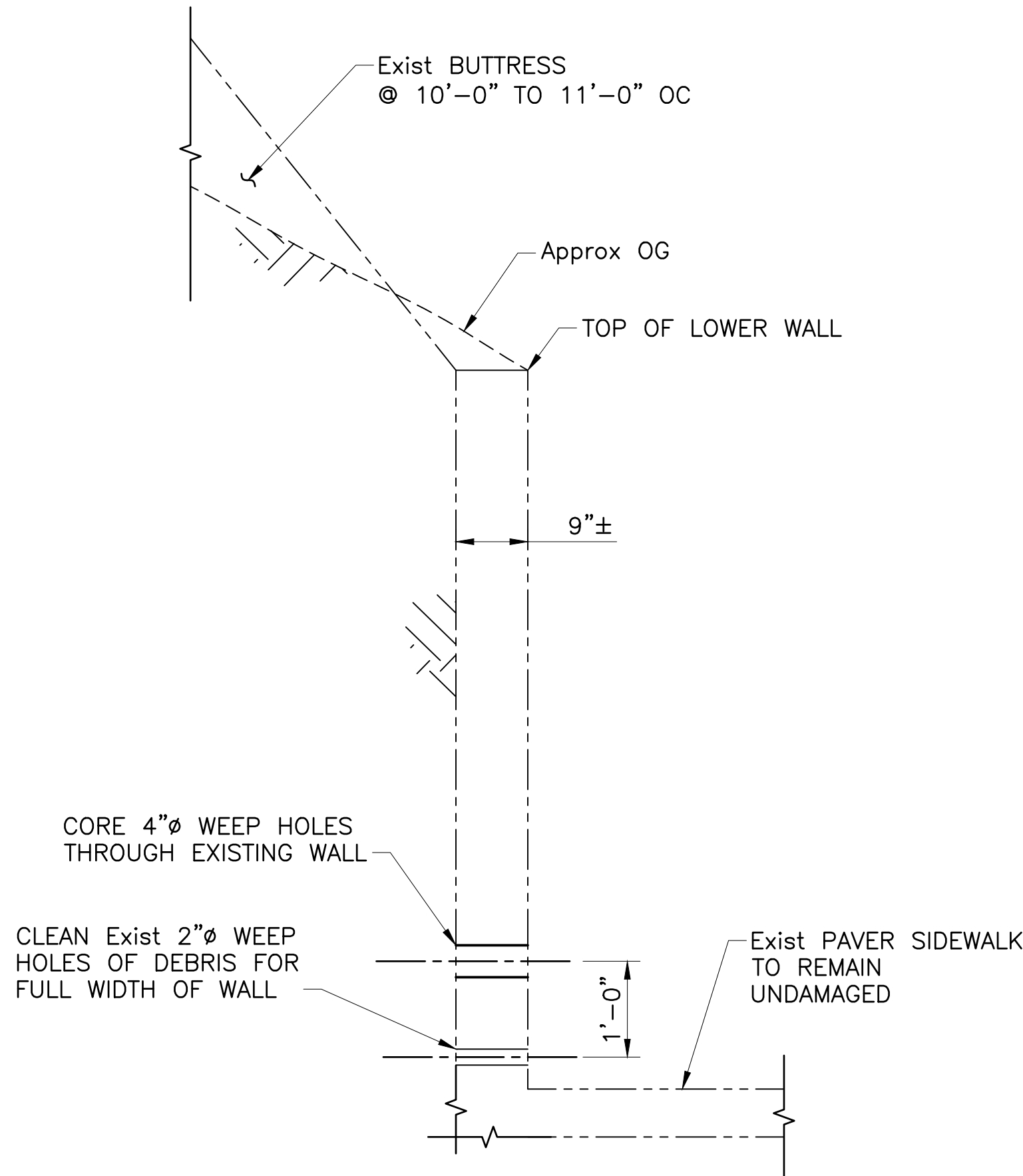
3 PLAN - BUTTRESS/WALL SPALL REPAIR  
No scale



4 CONCRETE PATCH REPAIR  
No scale



6 SCHEMATIC OF CONCRETE SPALL REPAIR PREPARATION  
No scale



5 DETAIL - WEEP HOLE  
3/4"=1'-0"

NOTES:

1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR TEMPORARY SHORING, BRACING AND PROTECTION OF EXISTING STRUCTURES.

LEGEND

- EXISTING CONCRETE  
— PROPOSED CONSTRUCTION  
/// AREA OF CONCRETE REPAIR

CONCRETE CRACK AND SPALL REPAIR NOTES

1. SPALL REPAIRS ARE TO BE PERFORMED AT ATERNATE REPAIR LOCATIONS. ADJACENT SPALL LOCATIONS ARE NOT TO BE REPAIRED AT THE SAME TIME.

2. REMOVE ALL UNSOUND CONCRETE. IF DURING THE REMOVAL OPERATION, REINFORCING STEEL IS EXPOSED, THEN REMOVE CONCRETE AROUND THE BAR TO PROVIDE A MINIMUM 3/4 INCH CLEAR SPACE BETWEEN THE REBAR AND SURROUNDING CONCRETE OR A CLEAR SPACE OF 1/4 INCH LARGER THAN THE MAXIMUM SIZE AGGREGATE IN THE REPAIR MATERIAL, WHICHEVER IS GREATER.

2. AFTER REMOVING LARGE LOOSE AREAS OF UNSOUND CONCRETE, A 15 LBS. MAX CHIPPING HAMMER SHOULD BE USED TO REMOVE THE CONCRETE IN THE VICINITY OF THE REINFORCEMENT. DO NOT IMPACT THE REINFORCEMENT OR OTHERWISE CAUSE DAMAGE TO ITS BOND TO CONCRETE AT THE REPAIR SURFACE BOUNDARY.

3. THE CONCRETE SURFACE SHOULD BE AT OPTIMUM MOISTURE CONDITIONING PER MANUFACTURER'S RECOMMENDATIONS.

4. THE SURFACE SHALL BE FREE OF DUST, LAITANCE OR ANY OTHER FOREIGN MATERIALS; THE SURFACE TEMPERATURE SHOULD BE WITHIN SUITABLE LIMITS TO PERMIT PROPER WETTING BY THE REPAIR MATERIALS.

5. PLACE REPAIR CONCRETE AS SOON AS POSSIBLE AFTER CONCRETE REMOVAL AND CLEANING IS COMPLETED OR PROTECT THE CLEANED AND PREPARED CONCRETE AND REINFORCEMENT SURFACES FROM CONTAMINATION.

6. IF THE CROSS-SECTION AREA OF THE EXPOSED REBAR HAS BEEN REDUCED BY CORROSION BY MORE THAN 20 PERCENT, THE ENGINEER SHALL MAKE THE DECISION ON THE ACTIONS TO BE TAKEN. ONE OF THREE OPTIONS MAY BE TAKEN:

1. DO NOTHING
2. ADD SUPPLEMENTAL REINFORCEMENT
3. REPLACE

7. REPAIR CONCRETE WALL CRACKS WITH SIMPSON CI-LV OR CI-SLV INJECTION EPOXY AND PORTS OR APPROVED EQUAL. REPAIR CRACK LOCATIONS ARE AS SHOWN ON THE PLANS AND AT THE DIRECTION OF THE ENGINEER. CRACK REPAIRS TO FOLLOW ALL MANUFACTURER'S INSTALLATION PROCEDURES AND GUIDELINES.

8. ALL PHASES OF WORK PERTAINING TO THE CONCRETE CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", AND THE LATEST EDITION OF ACI 117 "SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS".

9. PROPOSED LIMITS OF EACH REPAIR TO BE DETERMINED BY THE ENGINEER.

10. REMOVE ALL UNSOUND CONCRETE FROM AREA OF REPAIR. NO UNSOUND OR DETERIORATED CONCRETE CAN REMAIN.

11. THE CONCRETE AT EXPOSED REINFORCING MUST BE COMPLETELY REMOVED FROM AROUND ALL EXPOSED SURFACE OF THE BARS, PROVIDING AND AT LEAST 3/4-INCH CLEARANCE ON ALL SIDES.

- a) CLEANED EXPOSED REINFORCEMENT TO REMOVE ANY LOOSE CORROSION (RUST).
- b) IF THE CROSS SECTION OF THE EXISTING REINFORCING STEEL HAS BEEN REDUCED SIGNIFICANTLY, NEW STEEL MAY BE TIED TO THE EXISTING STEEL PRIOR TO PLACING THE CONCRETE PATCH.

12. THE EDGES OF THE REPAIRED AREAS SHOULD BE SAWCUT AT 90-DEGREE ANGLES. FEATHER EDGES SHOULD BE AVOIDED AT ALL COSTS. THE CONFIGURATION OF THE AREA TO BE REPAIRED SHOULD BE KEPT AS SIMPLE AS POSSIBLE, AND PREFERABLY SQUARE.

13. ALL REPAIRS MUST FOLLOW THE TECHNIQUE IN ICRI'S GUIDE FOR SURFACE PREPARATION FOR THE REPAIR OF DETERIORATED CONCRETE RESULTING FROM REINFORCING STEEL CORROSION, GUIDELINE NO. 03730.

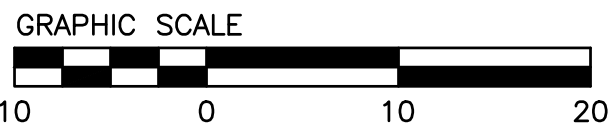
14. ALL CONCRETE SHALL BE PREPARED WITH TYPE II/V PORTLAND CEMENT CONFORMING TO ASTM C150 AND HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AND A MAX WATER CEMENT RATIO, W/C, AS FOLLOWS UNO:

STRENGTH	W/C	TYPE OF CONCRETE
5,000 PSI	0.50	NORMAL WEIGHT

15. ALL CONCRETE MIXES SHALL BE DESIGNED BY AN APPROVED LABORATORY AND SHALL BE STAMPED AND SIGNED BY A CIVIL ENGINEER LICENSED IN CALIFORNIA.



Know what's below.  
Call before you dig.



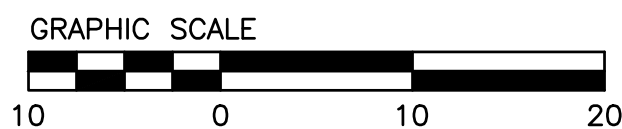
DATE	-
REVISIONS	-
NO.	-
SCALE: AS SHOWN	B.F.
DRAWN:	T.W.
DESIGNED:	-
APPROVED:	-
REGISTERED PROFESSIONAL ENGINEER THOMAS L. WALKER No. 02877 Exp. 12/31/24 CIVIL MEASUREMENT & CALCULATION	
PREPARED BY: <b>CSG CONSULTANTS, INC.</b> 550 PILGRIM DRIVE FOSTER CITY, CA 94404 PHONE: (650) 522-2500 FAX: (650) 522-2599	
PREPARED FOR: <b>TOWN OF COLIMA</b> <b>PUBLIC WORKS &amp; ENGINEERING DEPARTMENT</b> 1198 EL CAMINO REAL, COLIMA, CA 94014 PHONE: (650) 757-8888 FAX: (650) 757-8880	
TITLE:	<b>WALL REPAIR DETAILS No. 2</b>
	<b>F STREET RETAINING WALL REPAIR PROJECT</b>
SHEET	6 OF 7
DATE :	7/26/21
JOB# :	21.356-1



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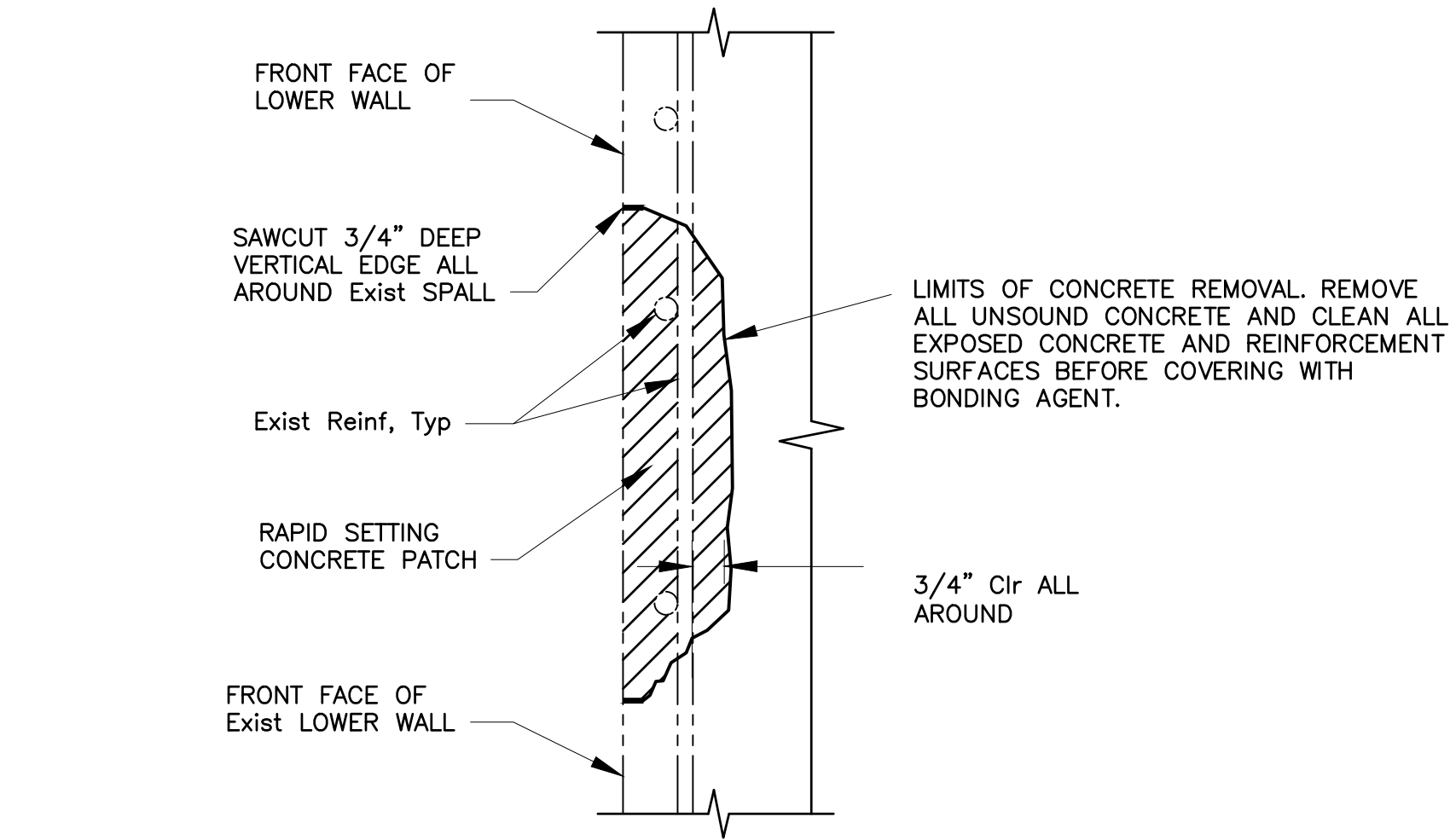


Know what's below.  
Call before you dig.



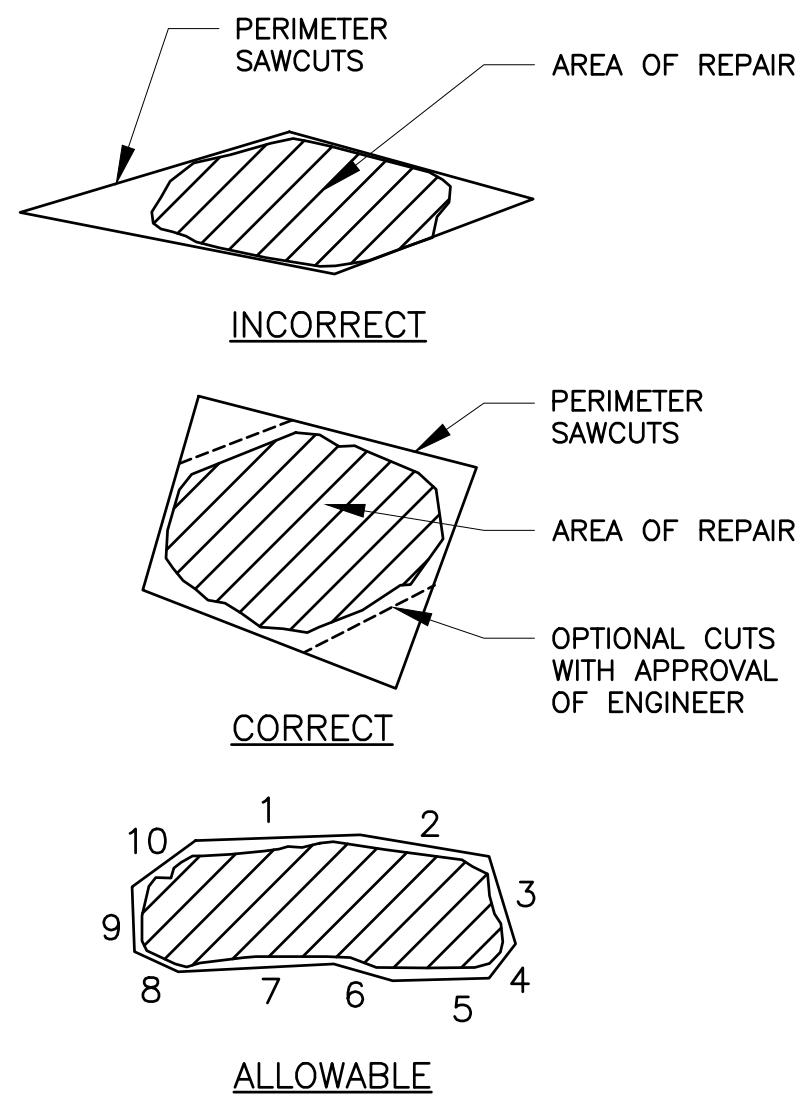
### 1 DETAIL OF CONCRETE PATCH AT WALL

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### 2 REPAIR AREA PERIMETER SAWCUT SHAPES

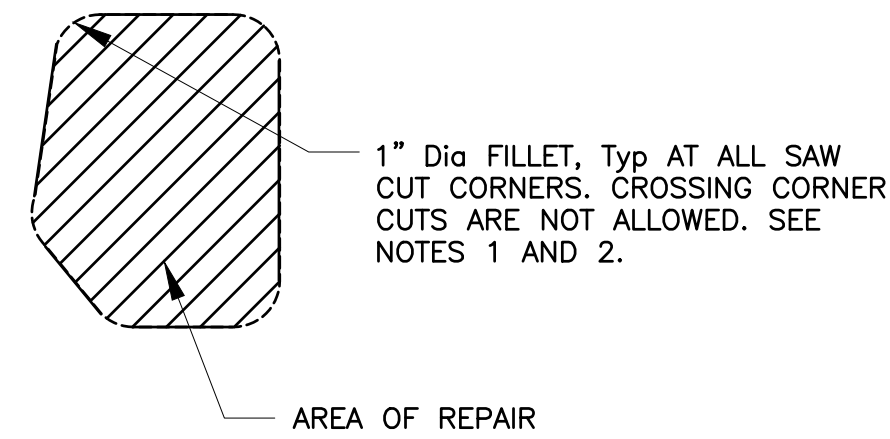
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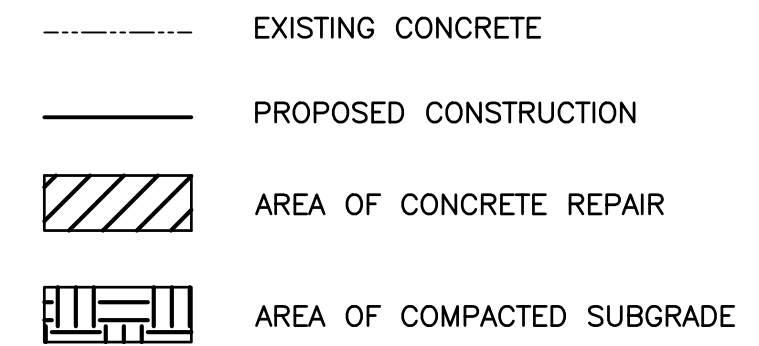
### 3 SAWCUT CORNER SHAPES

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NOTE:  
CORNER SAW CUTS MUST NOT CROSS. SAW CUT PERIMETERS SHOULD HAVE 1" ROUNDED CORNERS AS SHOWN. SAWCUTS CAN BE STOPPED SHORT OF THE INTERSECTION AND ROUNDED USING A CHIPPING HAMMER OR TAKING 1/2" DEEP CORES AT THE CORNERS.

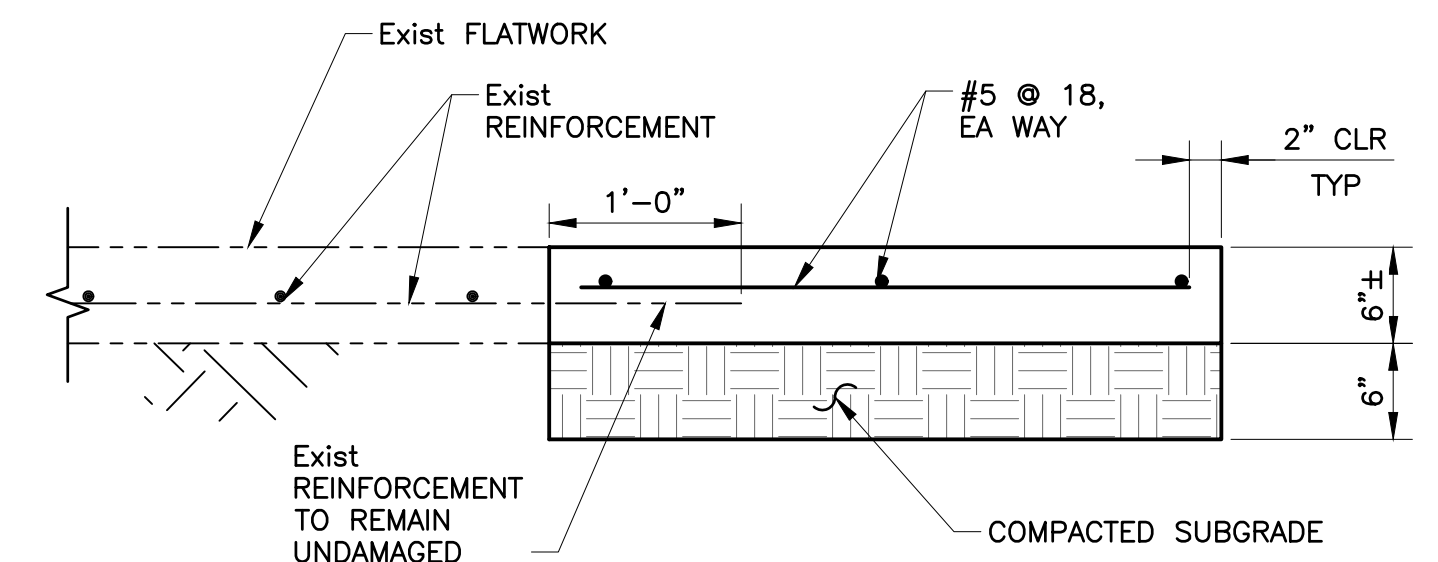


### LEGEND



### FLATWORK REPLACEMENT NOTES:

- COORDINATE ALL SAWCUTS AT EACH REPAIR LOCATION. DO NOT SAWCUT BEFORE APPROVAL OF THE ENGINEER.
- GIVE 48 HOUR ADVANCE NOTICE TO TOWN ENGINEER PRIOR TO STARTING FLATWORK REMOVAL.
- SUBGRADE SHALL BE COMPACTED TO AT LEAST 95% RELATIVE COMPACTION IN THE TOP 6".
- WHERE SOFT OR OTHERWISE UNSUITABLE SUBGRADE MATERIAL IS ENCOUNTERED, THE TOWN ENGINEER MAY REQUIRE REMEDIAL WORK, INCLUDING BY NOT LIMITED TO PLACING A LAYER OF BASE UNDER THE CONCRETE SECTION.
- SUBGRADE SHALL BE THOROUGHLY WETTED IMMEDIATELY PRIOR TO PLACING CONCRETE.
- EXISTING CONCRETE SHALL BE REMOVED AT EXPANSION OR WEAKENED PLANE JOINT OR AT SAW CUTS.
- MISCELLANEOUS CONCRETE WORK SHALL MATCH ADJACENT CONCRETE LEFT IN PLACE IN SCORE, TEXTURE, AND COLOR.
- SUBGRADE SHALL BE THOROUGHLY WETTED IMMEDIATELY PRIOR TO PLACING CONCRETE.
- ALL EXPOSED SURFACES SHALL BE BROOM FINISHED AS DIRECTED BY THE TOWN ENGINEER.

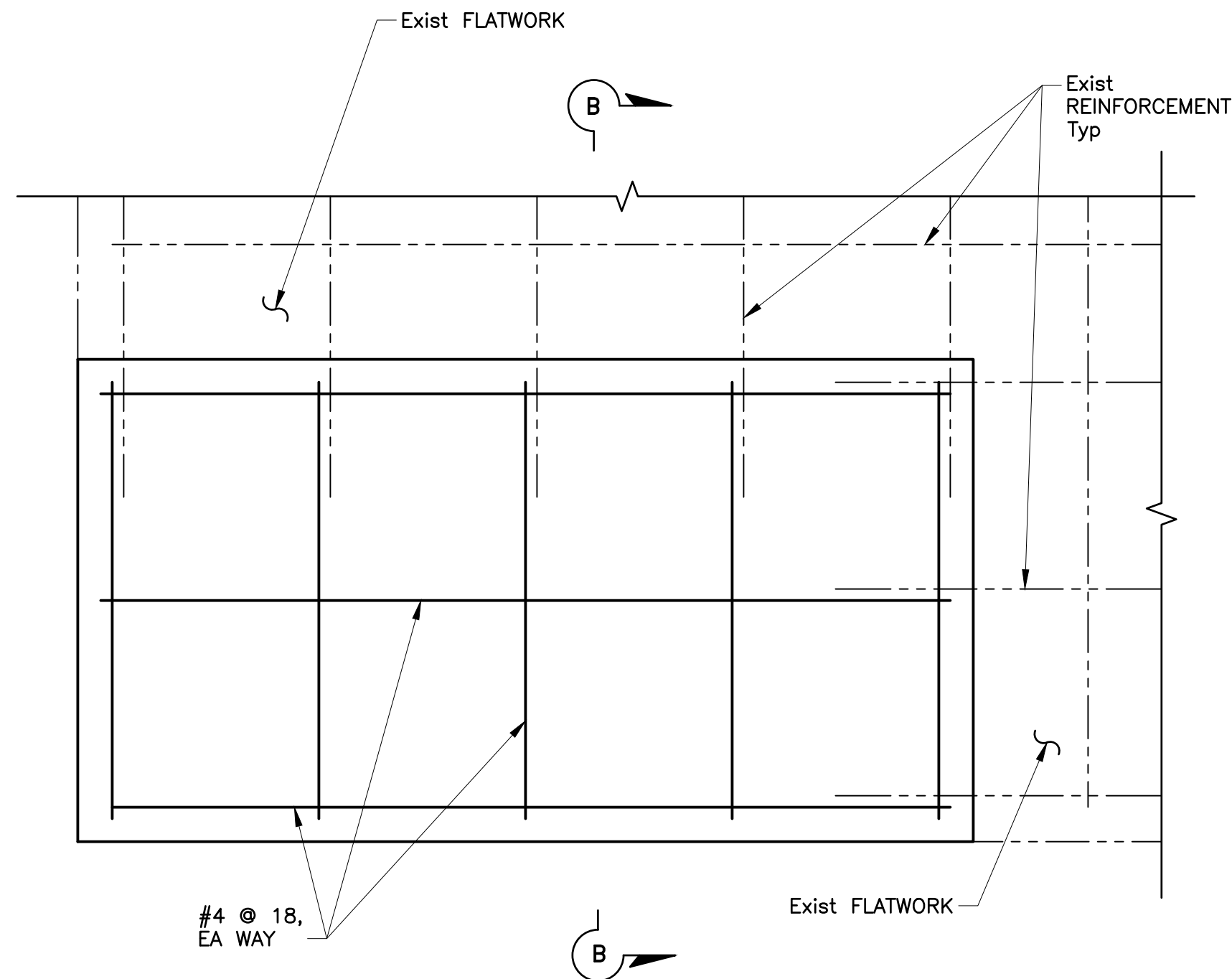


### SECTION B-B

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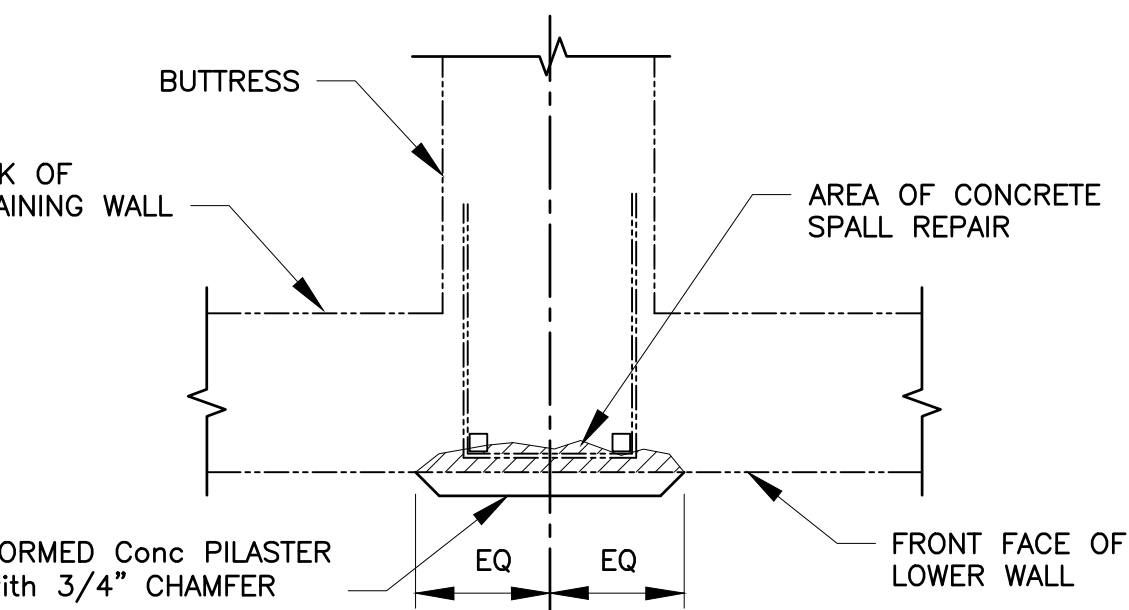
### FLATWORK REPLACEMENT PLAN

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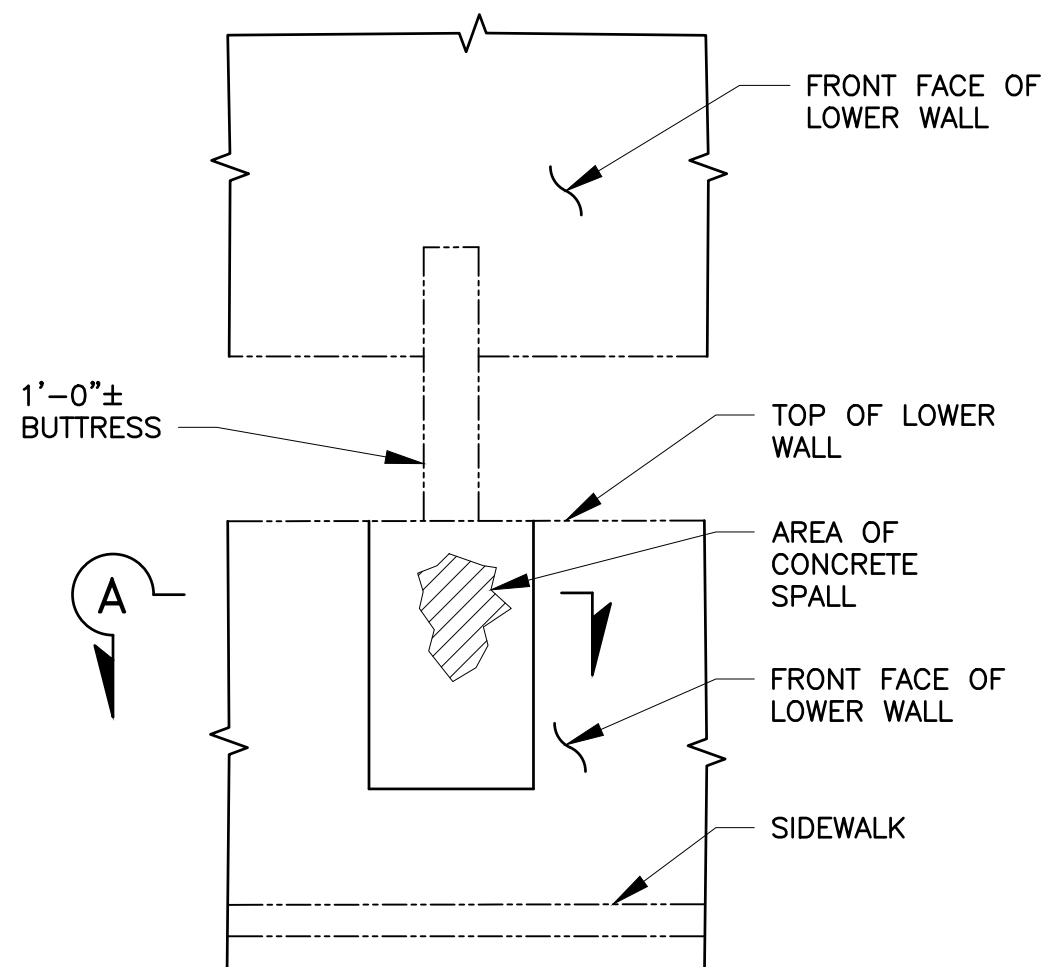
### 4 PILASTER SPALL REPAIR

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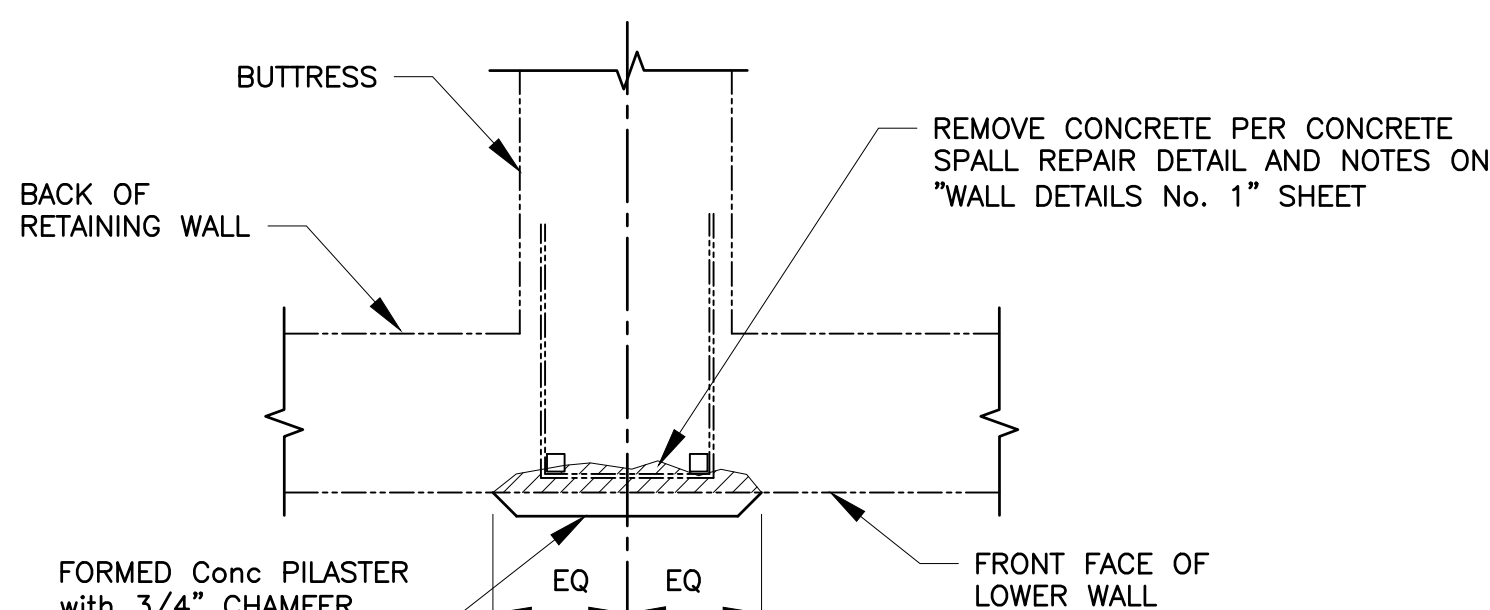
### SECTION A-A AT EXISTING CONCRETE SPALL

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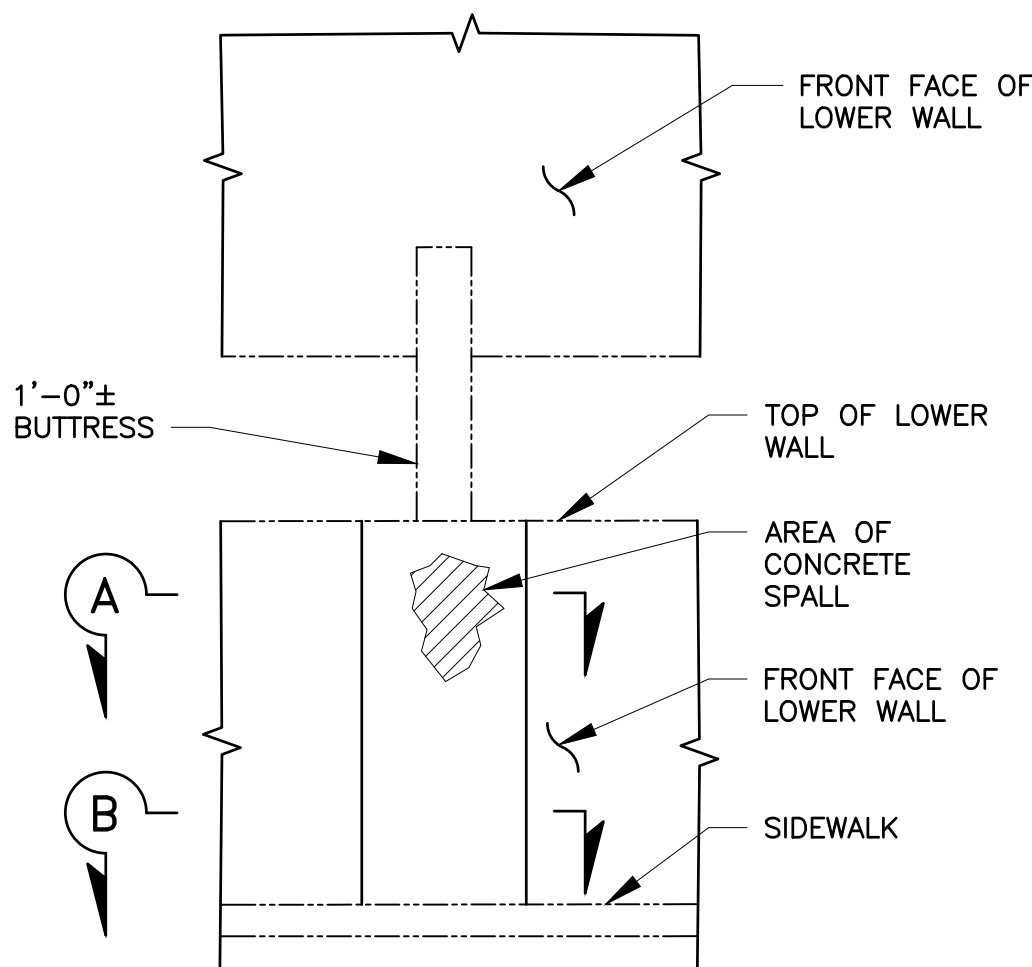
### PILASTER ELEVATION

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### SECTION B-B AT UNDAMAGED WALL AREA

No scale



### BID ALTERNATIVE 2 ARCHITECTURAL PILASTER ELEVATION

No scale

### 5 FLATWORK REPLACEMENT DETAILS

No scale

PREPARED BY:  
**CSG CONSULTANTS, INC.**  
550 PILGRIM DRIVE  
FOSTER CITY, CA 94404  
PHONE: (650) 522-2500  
FAX: (650) 522-2599

EMPLOYEE-OWNED

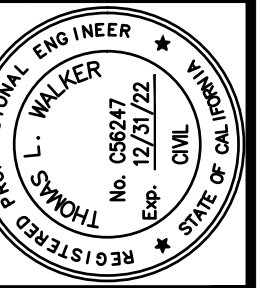
PREPARED FOR:  
**TOWN OF COLMA**  
PUBLIC WORKS & ENGINEERING DEPARTMENT  
1198 EL CAMINO REAL, COLMA, CA 94014  
PHONE: (650) 757-8888  
FAX: (650) 757-8880

TITLE:  
**WALL REPAIR DETAILS No. 3**  
**F STREET RETAINING WALL**  
**REPAIR PROJECT**

**SHEET**  
**7 OF 7**

DATE : 7/26/21  
JOB# : 21.356-1

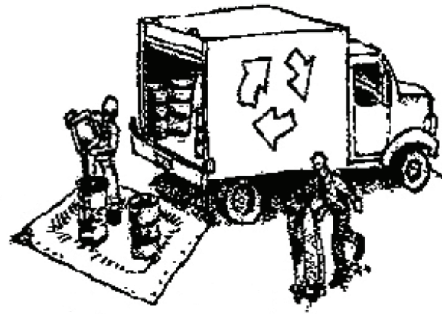
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# Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

## Materials & Waste Management



### Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ❑ Use (but don't overuse) reclaimed water for dust control.

### Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

### Waste Management

- ❑ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ❑ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ❑ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ❑ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

### Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

## Equipment Management & Spill Control



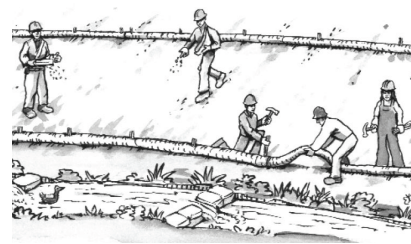
### Maintenance and Parking

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

### Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

## Earthmoving



- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

### Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
  - Unusual soil conditions, discoloration, or odor.
  - Abandoned underground tanks.
  - Abandoned wells
  - Buried barrels, debris, or trash.

## Paving/Asphalt Work



- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

### Sawcutting & Asphalt/Concrete Removal

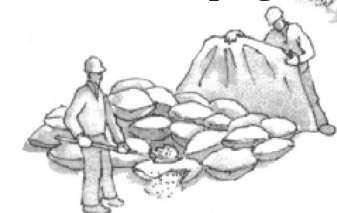
- ❑ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ❑ Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ❑ If sawcut slurry enters a catch basin, clean it up immediately.

## Concrete, Grout & Mortar Application



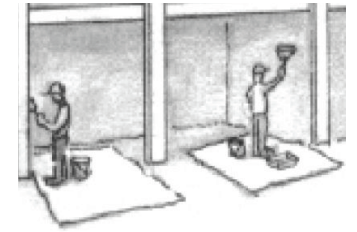
- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

## Landscaping



- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

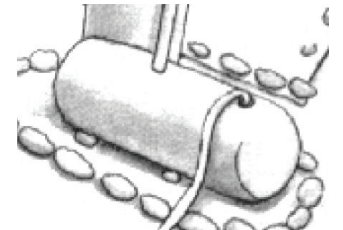
## Painting & Paint Removal



### Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

## Dewatering



- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

**Storm drain polluters may be liable for fines of up to \$10,000 per day!**





**TOWN OF COLMA**  
**CONTRACT DOCUMENTS AND**  
**SPECIFICATIONS**

FOR

**F STREET RETAINING WALL REPAIR PROJECT**

**BID DUE DATE:**



SUBMIT BIDS TO:  
TOWN OF COLMA  
PUBLIC WORKS DEPARTMENT  
1198 El Camino Real  
Colma, CA 94014





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## 00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Town of Colma ("Town") invites and will receive sealed Bids up to but not later than **2pm on \_\_\_\_\_, 2022** at the office of the Public Works Department, located at 1198 El Camino Real, Colma, CA 94014, for the furnishing to Town of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for F Street Retaining Wall Repair Project (the "Project"). At said time, Bids will be publicly opened and read aloud at the Colma Town Hall Lobby. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The various wall repairs consist of:

- Removing the concrete spalling (areas of the wall where the concrete surfacing is chipping away), removing any unsound concrete around the exposed rebar, cleaning and preparing and patching with high pressure concrete; and
- Exposing and cleaning cracks (Any crack over 1/16 inch) and injecting epoxy seal; and
- Removal and installation of valley gutters, concrete flat work, wooden retaining structures, and installation of new weep holes, erosion control and painting.

Bids must be submitted on the Town's Bid Forms. Bidders may obtain a copy of the Contract Documents from <https://www.colma.ca.gov/rfp-and-bids/> (Town's Webpage). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the Town shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on the Town's Website. It is the responsibility of each prospective bidder to check the Town's Webpage on a daily basis through the close of bids for any applicable addenda or updates. The Town does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on Town's Webpage may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by the Town's Webpage.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the Town, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to Town of Colma as bid security. The bid security shall be provided as a guarantee that within ten (10) working days after the Town provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with Town.

A MANDATORY Pre-Bid Conference is scheduled for \_\_\_\_\_, 2022 at 10:00 a.m. to review the Project's existing conditions at the intersection of F Street and El Camino Real. Representatives of the Town and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents

shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference. Bids will not be accepted from any bidder who did not attend the mandatory Pre-Bid Conference.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by Town to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, Town has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Mateo County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/)

In addition, a copy of the prevailing rate of per diem wages is available at the Town's Public Works Department and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. 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.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: Class A License.

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the Town may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

Town shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the Town from the **BASE BID SCHEDULE PLUS THE TOTAL OF THE ALTERNATE BID SCHEDULE**. Town reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Dave Bishop, Senior Engineer/Project Manager, at [dave@csgengr.com](mailto:dave@csgengr.com).

**END OF NOTICE INVITING BIDS**

## **00 21 13 – INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1. SECURING DOCUMENTS**

Bids must be submitted to the Town on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from <https://www.colma.ca.gov/rfp-and-bids/> Town's Webpage) in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The Town may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the Town to obtain the required Contract Documents if they decide to submit a bid for the Project.

Any Addenda will be posted the Town's Webpage. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

### **ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

### **ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS**

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the Town a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The Town will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the Town.



#### **ARTICLE 4. PRE-BID CONFERENCE**

A mandatory Pre-Bid Conference is scheduled for \_\_\_\_\_, 2022 at 10:00 a.m. to review the Project's existing conditions at the intersection of F Street and El Camino Real. Representatives of the Town and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference. Bids will not be accepted from any bidder who did not attend the mandatory Pre-Bid Conference.

#### **ARTICLE 5. ADDENDA**

The Town reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the Town shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the Town issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the Town will extend the deadline for submission of Bids. The Town may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide Town a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the Town can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Public Works Department to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

#### **ARTICLE 6. ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The Town may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

#### **ARTICLE 7. COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the Town will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED.** Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

## **ARTICLE 8. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

## **ARTICLE 9. SUBCONTRACTORS**

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

## **ARTICLE 10. LICENSING REQUIREMENTS**

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the Town shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the Town shall reject the Bid. The Town shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the Town of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

## **ARTICLE 11. BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to Town of Colma; or (c) a Bid Bond secured from a surety company satisfactory to the Town, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to Town of Colma as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the Town provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and Town may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the Town. Town will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

## **ARTICLE 12. IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code Section 2200 *et seq.*, the Town requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Town with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

## **ARTICLE 13. NONCOLLUSION DECLARATION**

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

## **ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

## **ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM**

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The Town reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

## **ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION**

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the Town the following certificate prior to performing the work under this Contract:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to

undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such Workers' Compensation Certificate is included as part of this document.

#### **ARTICLE 17. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

#### **ARTICLE 18. SUBMISSION OF SEALED BIDS**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the Town before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the Town as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of \_\_\_\_\_ (Bidder's Name)**  
**for the F Street Retaining Wall Repair Project**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. Town may reject any bid not strictly complying with Town's designated methods for delivery.

#### **ARTICLE 19. OPENING OF BIDS**

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The Town will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The Town may, in its sole discretion, elect to postpone the opening of the submitted Bids. The Town reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

#### **ARTICLE 20. WITHDRAWAL OF BID**

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to Town within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the Town.

#### **ARTICLE 21. BIDDERS INTERESTED IN MORE THAN ONE BID**

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

#### **ARTICLE 22. SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The Town will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Town will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### **ARTICLE 23. PREVAILING WAGES**

The Town has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Public Works Department of the Town or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

## **ARTICLE 24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the Town. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

## **ARTICLE 25. INSURANCE REQUIREMENTS**

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

## **ARTICLE 26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of Town, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to Town within ten (10) working days from the date the Town provides the successful bidder with the Notice of Award.

## **ARTICLE 27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

## **ARTICLE 28. PERMIT AND INSPECTION FEE ALLOWANCE**

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.

## **ARTICLE 29. FILING OF BID PROTESTS**

Bidders may file a "protest" of a Bid with the Town's Public Works Director. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific Town staff determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the Town may reject the protest without further review.

If the protest is timely and complies with the above requirements, the Town's Public Works Director, or other designated Town staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The Public Works Director will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

### **ARTICLE 30. BASIS OF AWARD; BALANCED BID**

The Town shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Base Bid and Any Alternate.

The Town may reject any Bid which, in its opinion when compared to other Bids received or to the Town's internal estimates, does not accurately reflect the cost to perform the Work. The Town may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

### **ARTICLE 31. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the Town may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the Town notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the Town with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the Town receives all of the properly drafted and executed documents and certifications from the Bidder, the Town shall issue a Notice to Proceed to that Bidder.

### **ARTICLE 32. EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The Town may require appropriate evidence



that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

### **ARTICLE 33. QUESTIONS**

Questions regarding this Notice Inviting Bids may be directed to Nichol Bowersox, Senior Engineer/Project Manager, email at nicholb@csgengr.com. No other members of the Town's staff or governing body should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the Town. The Town may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

## 00 41 43 – BID FORMS

### 1.1 Bid.

Bids will be received at the Town of Colma, 1198 El Camino Real, Colma, CA 94014, until **2:00 p.m. on Tuesday** \_\_\_\_\_, **2022.**

**NAME OF BIDDER:** \_\_\_\_\_

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

### **F STREET RETAINING WALL REPAIR PROJECT**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. \_\_\_\_\_

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

**A. BASE BID SCHEDULE**

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE (\$)	ITEM COST
1.	Mobilization	LS	1		
2.	Traffic Control and Notification	LS	1		
3.	Lead Compliance Plan	LS	1		
4.	Develop Construction Water Supply	LS	1		
5.	Stormwater Pollution Prevention	LS	1		
6.	Prepare Concrete Spall Areas	SQFT	85		
7.	Inject Crack (Epoxy)	LF	100		
8.	Repair Concrete Spall Areas	CY	1		
9.	Clean and Paint Upper and Lower Walls and Butress Surfaces (Revocable)	SQFT	3165		
10.	Bar Reinforcing Steel (Retaining Wall)	LB	500		
11.	Structure Backfill	CY	CY		
12.	Core Concrete Hole (4" Dia)	EA	15		
13.	Remove and Replace Concrete Gutter	LS	1		
14.	Structure Excavation (Retaining Wall)	CY	22		
15.	Pervious Backfill Material	CY	15		
16.	Timber Retaining Wall	LF	265		
17.	Rolled Erosion Control Blanket Product (Netting non-seeded)	SF	720		

18.	Fiber Rolls	LF	120		
19.	2"-8" Cobble Blend with Double Layer Filter Fabric	CY	12		
20.	Minor Concrete (Replace Concrete Flatwork – 6 inches thick)	SQFT	144		
	<b>TOTAL BASE BID ITEMS</b>				

#### **ALTRNATE BID SCHEDULE 1**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE (\$)</b>	<b>ITEM COST</b>
<b>ALT1</b>	Architectural Pilasters (Revocable)	EA	19		
<b>ALT2</b>	Stucco Color Finish Lower Wall (Revocable)	SQFT	1505		
	<b>TOTAL OF ALTERNATE BID SCHEDULE 1 ITEMS</b>				

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the Town will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the Town makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

**B. TOTAL BID PRICE:**

<b><u>TOTAL BID PRICE IS BASED ON THE TOTAL OF BASE BID</u></b> <b><u>SCHEDULE TOTAL OF UNIT PRICES</u></b> <b><u>FOR F STREET RETAINING WALL REPAIR PROJECT</u></b>	
\$	
Total Bid Price in Numbers	
\$	
Total Bid Price in Written Form	
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

The undersigned agrees that this Bid Form constitutes a firm offer to the Town which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the Town and a third party, whichever is earlier.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to ~~or deducted from~~ the Total Bid Price entered above ~~(please check the appropriate box)~~, in the Town's sole discretion. The Town can choose to include any, all, or none of the Alternate Bid items in the Work. If the Town selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to ~~or deducted from~~ Base Bid Price for the Work. The Town can award/select Alternate Bid items at any time(s).

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct		
ALTERNATE #2 <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct		

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the Town provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the Town, after which the Town will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within San Mateo County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the Town's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. \_\_\_\_\_ from the \_\_\_\_\_ Bank in the amount of \_\_\_\_\_, which is not less than ten percent (10%) of this bid, payable to Town of Colma as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Town of Colma.

Bidder is an individual \_\_\_\_\_, or corporation \_\_\_\_\_, or partnership \_\_\_\_\_, organized under the laws of the State of \_\_\_\_\_.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

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If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the Town provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the Town, the Town may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Bidders Name – Print or Type)

\_\_\_\_\_  
(Name and Title)

(Corporate Seal)

\_\_\_\_\_  
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_



1.2 Bid Bond

**[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]**

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the Town of Colma, hereinafter called the Town, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to Town for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20 \_\_\_\_, for F Street Retaining Wall Repair Project.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Town as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Town and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Town in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

### 1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>	<b>% of Work</b>

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>	<b>% of Work</b>

(Attach additional sheets if necessary)

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_

1.4 Bidder Information and Experience Form

**ARTICLE 1. INFORMATION ABOUT BIDDER**

(Indicate not applicable ("N/A") where appropriate.)

**NOTE:** Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.0 How many years has Bidder's organization been in business as a Contractor?

\_\_\_\_\_

5.0 How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder's organization operated? \_\_\_\_\_

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President's Name: \_\_\_\_\_

6.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

6.5 Secretary's Name: \_\_\_\_\_

6.6 Treasurer's Name: \_\_\_\_\_

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):

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8.0 If other than a corporation or partnership, describe organization and name principals:

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9.0 List other states in which Bidder's organization is legally qualified to do business.

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10.0 What type of work does the Bidder normally perform with its own forces?

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11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

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12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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13.0 List Trade References:

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14.0 List Bank References (Bank and Branch Address):

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15.0 Name of Bonding Company and Name and Address of Agent:

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## ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

### ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

## ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

### ***Personnel:***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education:

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3. List each person's years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Town.

### ***Changes Occuring Since Prequalification***

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

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***Additional Bidder's Statements:***

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**ARTICLE 5. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

1.5 Non-Collusion Declaration

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

1.6 Iran Contracting Act Certification.  
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The Town has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Town will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

## 1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder:\_\_\_\_\_

DIR Registration Number:\_\_\_\_\_

DIR Registration Expiration:\_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

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

Dated\_\_\_\_\_

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_



## 00 52 13 – CONTRACT

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Town of Colma, sometimes hereinafter called "Town," and \_\_\_\_\_, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Section (e), below, for the following Project:

### F STREET RETAINING WALL REPAIR PROJECT

The Contractor and its surety shall be liable to the Town for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Town's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **40 working days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The Town shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the Town the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the Town may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors

Information Required of Bidders  
Non-Collusion Declaration Form  
Iran Contracting Act Certification  
Public Works Contractor Registration Certification  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Conditions  
Technical Specifications  
Addenda  
Plans and Drawings  
Standard Specifications for Public Works Construction "Greenbook", latest edition,  
Except Sections 1-9  
Applicable Local Agency Standards and Specifications, as last revised  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Town's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties,  
on the day and year above written.

TOWN OF COLMA

[INSERT NAME OF CONTRACTOR]

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Town Clerk

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

**END OF CONTRACT**

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

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### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## 00 61 13 – BOND FORMS

### 1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Town of Colma, (hereinafter referred to as "Town") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** \_\_\_\_\_, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Town in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the Town, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Town in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Town, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Town from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Town's rights or the Contractor or Surety's

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Town to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Town's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Town, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Town under the Contract and any modification thereto, less any amount previously paid by the Town to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the Town to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Town under the Contract and any modification thereto, less any amount previously paid by the Town to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Town may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Town, when declaring the Contractor in default, notifies Surety of the Town's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_



## Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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Name(s) of Signer(s)  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Town of Colma (hereinafter designated as the "Town"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.**\_\_\_\_\_ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Town in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Town in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of

recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Town and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

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STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

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☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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Name Of Person(s) Or Entity(ies)

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Title or Type of Document

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Number of Pages

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Date of Document

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Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND



## 00 72 13 – GENERAL CONDITIONS

### ARTICLE 1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- A. Act of God -- An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
- B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C. Additional Work -- New or unforeseen work will be classified as “Additional Work” when the Town’s Representative determines that it is not covered by the Contract.
- D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- F. Bidder -- The individual or entity who submits a Bid directly to the Town.
- G. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- H. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
- I. Town -- The Town of Colma.
- J. Town’s Representative -- The individual or entity as identified in the Special Conditions to act as the Town’s Representative.
- K. Claim -- A demand or assertion by the Town or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- L. Contract -- The entire integrated written agreement between the Town and Contractor concerning the Work. “Contract” may be used interchangeably with

“Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

- M. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the Town to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- N. Contract Price -- Amount to be paid by the Town to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- O. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
- P. Contractor -- The individual or entity with which the Town has contracted for performance of the Work.
- Q. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the Town.
- R. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the Town's unreasonable delay to the Project that was not contemplated by the parties.
- S. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- T. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- U. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.
- V. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- W. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- X. Engineer, whenever not qualified, shall mean the Public Works Director of the Town, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions

concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the Town, shall be binding and final upon both parties.

Y. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the Town.

Z. Green Book -- The current edition of the Standard Specifications for Public Works Construction.

AA. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

BB. Holiday -- The Holidays occur on:

New Year's Day - January 1  
President's Day -- Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - First Monday in September  
Veteran's Day - November 11  
Thanksgiving Day - Fourth Thursday in November  
Friday after Thanksgiving  
Christmas Eve -- December 24  
Christmas Day - December 25  
Day After Christmas -- December 26  
New Year's Eve -- December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

CC. Notice of Award -- The written notice by the Town to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the Town will sign and deliver the Contract.

DD. Notice of Completion -- The form which may be executed by the Town and recorded by the county where the Project is located constituting final acceptance of the Project.

EE. Notice to Proceed -- A written notice given by the Town to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

FF. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

- GG. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- HH. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- II. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- JJ. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- KK. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- LL. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the Town for performance of any portion of the Work at the Site.
- MM. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- NN. Successful Bidder -- The Bidder submitting a responsive Bid to whom the Town makes an award.
- OO. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- PP. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- QQ. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
- RR. Warranty -- A written guarantee provided to the Town by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.
- SS. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to

produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## **ARTICLE 2. CONTRACT DOCUMENTS**

- A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
1. Change Orders
  2. Addenda
  3. Special Conditions
  4. Technical Specifications
  5. Plans (Contract Drawings)
  6. Contract
  7. General Conditions
  8. Instructions to Bidders
  9. Notice Inviting Bids
  10. Contractor's Bid Forms
  11. Standard Specifications for Public Works Construction (Sections 1-9 Excluded)
  12. Applicable Local Agency Standards and Specifications
  13. Standard Drawings
  14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
  2. Detail drawings govern over general drawings
  3. Addenda or Change Order drawings govern over Contract Drawings
  4. Contract Drawings govern over Standard Drawings
  5. Contract Drawings govern over Shop Drawings
- C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.
- D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

## **ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION**

Before any Work at the site is started, a conference attended by the Town, Contractor, Town's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures

for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the Town and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### **ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE**

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

#### **ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK**

- A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

#### **ARTICLE 6. MOBILIZATION**

- A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid

item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

- B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
1. Obtaining and paying for all bonds, insurance, and permits.
  2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.
  3. Installing temporary construction power, wiring, and lighting facilities, as applicable.
  4. Establishing fire protection system, as applicable.
  5. Developing and installing a construction water supply, if applicable.
  6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.
  7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
  8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
  9. Arranging for and erection of Contractor's work and storage yard.
  10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
  11. Full-time presence of Contractor's superintendent at the job site as required herein.
  12. Submittal of Construction Schedule as required by the Contract Documents.

## **ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE**

- A. The Town has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.



- B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the Town in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the Town has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the Town shall assume the responsibility for their timely removal, relocation, or protection.
- E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at [www.digalert.org](http://www.digalert.org) at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Town, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the Town has been given the identification number by the Contractor.

## ARTICLE 8. SOILS INVESTIGATIONS

- A. Reports and Drawings. The Special Conditions identify:
  - 1. those reports known to the Town of explorations and tests of subsurface conditions at or contiguous to the site; and
  - 2. those drawings known to the Town of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own

interpretation of the “technical data” and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against the Town, Town’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### **ARTICLE 9. CONTRACTOR’S SUPERVISION**

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the Town. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

#### **ARTICLE 10. WORKERS**

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- B. Any person in the employ of the Contractor whom the Town may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

#### **ARTICLE 11. INDEPENDENT CONTRACTORS**

Contractor shall be an independent contractor for the Town and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of Town and are not entitled to benefits of any kind normally provided employees of Town, including but not limited to, state unemployment compensation or workers’ compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

#### **ARTICLE 12. SUBCONTRACTS**

- A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor’s portion of the Work. Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the Town.

- B. The Town reserves the right to accept all subcontractors. The Town's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

### **ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the Town to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

### **ARTICLE 14. REQUESTS FOR SUBSTITUTION**

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the Town may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the Town has adopted uniform standards for certain materials, processes, and articles.
- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the Town, the Contractor shall provide the material, method or service specified herein. The Town shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material,

process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

- E. Substantiating data as described above shall include, at a minimum, the following information:
  - 1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
  - 2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
  - 3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
  - 4. Information detailing the durability and lifecycle costs of the proposed substitution.
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.
- G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.
- H. The Contractor shall bear the costs of all Town work associated with the review of substitution requests.
- I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

## **ARTICLE 15. SHOP DRAWINGS**

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

## **ARTICLE 16. SUBMITTALS**

- A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

## **ARTICLE 17. MATERIALS**

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the Town free from any claims, liens, or charges.

- E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the Town or any independent contractor.
- F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the Town shall not be liable for Contractor's failure to do so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

## **ARTICLE 18. PERMITS AND LICENSES**

- A. Town will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the Town.
- B. The Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by Town to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications.

## **ARTICLE 19. TRENCHES**

- A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer.

Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

- B. Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the Town in writing of any of the following conditions:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
  4. There is a potential to encountering hazardous waste at the project site. Based on the age of the structure, it is anticipated that the existing paint may contain hazardous levels of lead. The Contractor shall submit a Lead Compliance Plan that includes testing and removal methods to be used to remove existing paint as described on the plans and these special provisions.

The Town shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the Town and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

## **ARTICLE 20. TRAFFIC CONTROL**

- A.** Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. The Permit and Inspection Allowance included within the Bid Form includes the cost of required traffic control permit(s) and construction inspection by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic



signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.

- B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.
- C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

## **ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS**

In compliance with the applicable Town's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by Town or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

## **ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS**

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the Town in writing. The Town shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the Town and Contractor.

## **ARTICLE 23. SANITARY FACILITIES**

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the

use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

#### **ARTICLE 24. AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

#### **ARTICLE 25. LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

#### **ARTICLE 26. TESTS AND INSPECTIONS**

- A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the Town, Contractor shall promptly inform the Town of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for Town testing and Town inspection shall be paid by the Town. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the Town, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the Town so that the Town may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the Town, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

- F. Reexamination of Work may be ordered by the Town. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the Town shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

## **ARTICLE 27. PROTECTION OF WORK AND PROPERTY**

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the Town. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the Town. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the Town and the Contractor.

## **ARTICLE 28. CONTRACTOR'S MEANS AND METHODS**

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

## **ARTICLE 29. AUTHORIZED REPRESENTATIVES**

The Town shall designate representatives, who shall have the right to be present at the Project site at all times. The Town may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

## **ARTICLE 30. HOURS OF WORK**

- A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any

one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the Town and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the Town a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the Town.
- E. Town will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
- F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the Town-observed holidays, unless otherwise approved by the Town:
  - 1. Powered Vehicles
  - 2. Construction Equipment
  - 3. Loading and Unloading Vehicles
  - 4. Domestic Power Tools

#### **ARTICLE 31. PAYROLL RECORDS; LABOR COMPLIANCE**

- A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that

records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. 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.
- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, 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 subject to any applicable liquidated damages 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.
- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the Town. The Contractor shall also provide the following:
  - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the Town, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.
- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall

pay a penalty of one hundred dollars (\$100.00) to the Town for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

H. The responsibility for compliance with this Article shall rest upon the Contractor.

## **ARTICLE 32. PREVAILING RATES OF WAGES**

- A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves 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. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov](http://www.dir.ca.gov). In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the Town's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Town, its officials, officers, employees and authorized volunteers 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.
- B. The Contractor shall forfeit as a penalty to the Town not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

## **ARTICLE 33. PUBLIC WORKS CONTRACTOR REGISTRATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is

aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. 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.

#### **ARTICLE 34. EMPLOYMENT OF APPRENTICES**

- A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- D. The responsibility for compliance with this Article shall rest upon the Contractor.

#### **ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method.

Contractor shall maintain records of each such verification, and shall make them available to the Town or its representatives for inspection and copy at any time during normal business hours. The Town shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Town to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

#### **ARTICLE 36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Town. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

#### **ARTICLE 37. LABOR/EMPLOYMENT SAFETY**

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the Town prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the Town Standards. Contractor shall adhere to the Town's lock out tag out program.



## ARTICLE 38. INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Town that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Contract for cause. Contractor shall furnish Town with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the Town. All certificates and endorsements must be received and approved by the Town before Work commences.

- A. **Additional Insureds; Waiver of Subrogation.** The Town, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- B. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the Town certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the Town, if in the form and coverage as set forth in the Contract Documents.
- C. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide Town with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to

provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the Town.

- D. Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the Town, and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Contract Documents or law.
  2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
  3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
  4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Town may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

**E. Automobile Liability Insurance.** Contractor shall provide “occurrence” form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the Town. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

**F. Builder’s Risk [“All Risk”]**

1. It is the Contractor’s responsibility to maintain or cause to be maintained Builder’s Risk [“All Risk”] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The Town accepts no responsibility for the Work until the Work is formally accepted by the Town. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and Town, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by Town.
3. Policy shall be provided for replacement value on an “all risk” basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to Town to ensure adequacy and sublimit.
4. In addition, the policy shall meet the following requirements:
  - a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

- b. Coverage shall include all materials stored on site and in transit.
  - c. Coverage shall include Contractor's tools and equipment.
  - d. Insurance shall include boiler, machinery and material hoist coverage.
- G. **Contractor's Pollution Liability Coverage.** Contractor shall provide pollution liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- H. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by Town. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the Town harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the Town as a result thereof.

#### **ARTICLE 39. FORM AND PROOF OF CARRIAGE OF INSURANCE**

- A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the Town's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the Town the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the Town indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town, its officials, officers, agents, employees, and volunteers.
- C. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the Town prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the Town may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the Town receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or

use the Site, or commence operations under this Contract until the Town has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the Town's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- E. Town reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the Town's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- F. Contractor shall report to the Town, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

#### **ARTICLE 40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the Town's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The Town is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the Town's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the Town (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the Town will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the Town as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or

suppliers). Contractor shall within five (5) Days of identifying any such delay notify the Town in writing of causes of delay. The Town shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- D. **No Damages for Reasonable Delay.** The Town's liability to Contractor for delays for which the Town is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the Town be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable Town delay, including delays caused by items that are the responsibility of the Town pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

#### **ARTICLE 41. COST BREAKDOWN AND PERIODIC ESTIMATES**

Contractor shall furnish on forms Approved by the Town:

- A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.
- B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the Town to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- D. Following the Town's Acceptance of the Work, the Contractor shall submit to the Town a written statement of the final quantities of unit price items for inclusion in the final payment request.
- E. The Town shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

#### **ARTICLE 42. PROGRESS ESTIMATES AND PAYMENT**

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor

shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the Town has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

- B. The Town may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
  2. Defective work not remedied.
  3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
  4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
  5. Damage to another contractor or a third party.
  6. Amounts which may be due the Town for claims against Contractor.
  7. Failure of Contractor to keep the record ("as-built") drawings up to date.
  8. Failure to provide update on construction schedule as required herein.
  9. Site cleanup.
  10. Failure to comply with Contract Documents.
  11. Liquidated damages.
  12. Legally permitted penalties.
- C. The Town may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the Town shall be deemed the agent of Contractor and any payment so made by the Town shall be considered as a payment made under contract by the Town to Contractor and the Town shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The Town will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

- D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Town shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the Town to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.
- E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the Town.

#### **ARTICLE 43. SECURITIES FOR MONEY WITHHELD**

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the Town to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the Town to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Town or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

#### **ARTICLE 44. CHANGES AND EXTRA WORK.**

##### **A. Contract Change Orders.**

1. The Town, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the Town even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.



3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.
5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the Town any of the Contractor's documents related to the Project immediately upon request of the Town, as set forth in Article 52.
7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

**B. Contract Price Change.**

1. Process for Determining Adjustments in Contract Price.
  - a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the Town, unless the Town requests that proposals be submitted in less than seven (7) Days.
  - b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
  - c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Town.
  - d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the Town, including but not limited to estimates and quotations from subcontractors or material suppliers, as the Town may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
  - e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the Town has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the Town's estimate. If the change is issued based on the Town's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted

work, the Contractor presents written proof that the Town's estimate was in error.

2. Unit Price Change Orders.

- a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.
- b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
- c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
- d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in Town's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
- e. The Town or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:
  - i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and
  - ii. there is no corresponding adjustment with respect to any other item of Work; and
  - iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the Town believes that the Town is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..

3. Lump Sum Change Orders. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:

- a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional

Work and segregated by labor, material, and equipment in a detailed format satisfactory to the Town. The Town will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).

- b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

- c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.
- d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence

of cost are not furnished within fifteen (15) Days of delivery, then the Town shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the Town if the Contractor is provided the Town funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

- e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.
- f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit
- g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals

involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

- h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.
- i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.
- j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.
- k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
- l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.

4. Time and Materials Change Orders.

- a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.
- b. Timely and Final Documentation.
  - i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the Town's Representative for an approval signature **each day** Additional Work is performed. Failure to get the Town's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The Town's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of Town's agreement to Contractor's entitlement to the cost.
  - ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.
  - iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of Town approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
- c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the

sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

- i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
  - ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
- i. Trade discounts available to the purchaser shall be credited to the Town notwithstanding the fact that such discounts may not have been taken by Contractor.
  - ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Town's Representative.
  - iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
  - iv. If, in the opinion of the Town's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.
  - v. The Town reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on Town furnished materials.

e. Equipment.

- i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

(a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

(i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

- ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the Town for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the Town's Representative. Contractor may furnish cost data which might assist the Town's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in



productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then Town shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the Town that the equipment could be actively used on another project.

- iv. All equipment shall, in the opinion of the Town's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.
  - v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Town's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.
  - vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.
- i. Invoices for Special Services. When the Town's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the Town's Representative.
  - ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
  - iii. When the Town determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

- i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
  - ii. Office Expenses. Expenses of Contractor's principal and branch offices;
  - iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
  - iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
  - v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
  - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
  - vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
  - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
  - ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
  - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the

Contractor and subcontractors at cost only, without mark-up. Contractor shall provide Town with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as Town may reasonably request.

- ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
  - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.
  - iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
  - v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by Town exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.
6. For added or deducted Work by subcontractors, the Contractor shall furnish to the Town the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the Town a detailed record of the cost to the Contractor, signed by such vendor or supplier.

8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the Town's change order form in an attempt to reserve additional rights.
10. If the Town disagrees with the proposal submitted by Contractor, it will notify the Contractor and the Town will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the Town, a Change Order will be issued by the Town. If no agreement can be reached, the Town shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the Town within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the Town may require.

#### **C. Change of Contract Times.**

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless Town's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. Town may elect, at Town's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.

5. Use of Float and Critical Path.

- a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the Town or the Contractor.
- b. Contractor shall not be entitled to compensation, and Town will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a Town-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the Town-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

- a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

- b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, pandemic, abnormal weather conditions (as determined by the Town), Acts of God, acts or failures to act of utility owners not under the control of Town, or other causes not the fault of and beyond control of Town and Contractor, then Contractor shall be entitled to a time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

c. Utility-Related Delays.

- i. Contractor shall immediately notify in writing the utility owner and Town's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
- ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document

references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

- a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
- b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

- a. Town's liability to Contractor for delays for which Town is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall Town be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
  - b. Damages caused by unreasonable Town delay that impact the critical path, including delays caused by items that are the responsibility of the Town pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.
  - c. Town and Town's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices Town's and Town's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which

Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

#### **ARTICLE 45. FINAL ACCEPTANCE AND PAYMENT**

- A. The acceptance of the Work on behalf of the Town will be made by the Engineer. Such acceptance by the Town shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the Town from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the Town has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the Town as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the Town under the terms of the Contract.
- B. Unless Contractor advises the Town in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the Town has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the Town of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the Town and for all other claims relating to or arising out of this work. If Contractor advises the Town in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the Town may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the Town with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.
- C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the Town to the extent necessary to repay the Town any excess in the cost of the Work above the contract price.
- D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the Town or the date of occupation, beneficial use and enjoyment of the Work by the Town including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the Town and the Contractor, the Town may withhold from the final payment an amount not to exceed 150% of the disputed amount.
- E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention

received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

#### **ARTICLE 46. OCCUPANCY**

The Town reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

#### **ARTICLE 47. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the Town's choosing), indemnify and hold harmless the Town, officials, officers, agents, employees, and representatives, and each of them from and against:

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the Town or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Town or its officials, officers, employees, or authorized volunteers.
- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.



Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Town, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Town, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the Town, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

#### **ARTICLE 48. PROCEDURE FOR RESOLVING DISPUTES**

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the Town, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Town. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the Town and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
2. List of documents relating to claim:
  - a. Specifications
  - b. Drawings
  - c. Clarifications (Requests for Information)
  - d. Schedules
  - e. Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Time impact analysis in CPM format
7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

**D. Town's Response.** Upon receipt of a claim pursuant to this Article, Town shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the Town issues its written statement.

1. If the Town needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Town's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Town shall have up to three Days following the next duly publicly noticed meeting of the Town's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
2. Within 30 Days of receipt of a claim, the Town may request in writing additional documentation supporting the claim or relating to defenses or claims the Town may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Town and the Contractor. The Town's written response to the

claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

- E. **Meet and Confer.** If the Contractor disputes the Town's written response, or the Town fails to respond within the time prescribed, the Contractor may so notify the Town, in writing, either within 15 Days of receipt of the Town's response or within 15 Days of the Town's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Town shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Town shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the Town issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Town and the Contractor sharing the associated costs equally. The Town and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
  2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
  3. Unless otherwise agreed to by the Town and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
  4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1

(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

**H. Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

**I. Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the Town. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the Town may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

- J. **Non-Waiver.** The Town's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

## **ARTICLE 49. TOWN'S RIGHT TO TERMINATE CONTRACT**

### **A. Termination for Cause by the Town:**

1. In the sole estimation of the Town, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the Town may serve written notice upon the Contractor and its Surety of the Town's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the Town have been made for correction of said violations.
2. In the event that the Town serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the Town written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the Town's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the Town's service of said notice upon Surety; then the Town may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
3. In the event that the Town elects to obtain an alternative performance of the Contract as specified above: (1) the Town may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the Town in the event of such suspension is hereby created against any property of Contractor taken into the possession of the Town under the terms hereof and such lien may be enforced by sale of such property under the direction of the Town without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the Town against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the Town for any cost or other damage to the Town necessitated by the Town securing an alternate performance pursuant to this Article.

**B. Termination for Convenience by the Town:**

1. The Town may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the Town determines that a termination is in the Town's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the Town, the extent of termination, and the Effective Date of such termination.
3. After receipt of Notice of Termination, and except as directed by the Town's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
  - a. Stop Work as specified in the Notice.
  - b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
  - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
  - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
  - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
  - f. Submit to the Town's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the Town's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the Town's Termination for Convenience."
4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
5. In the event that the Town exercises its right to terminate this Contract pursuant to this clause, the Town shall pay the Contractor, upon the Contractor's submission of

the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

- a. All actual reimbursable costs incurred according to the provisions of this Contract.
  - b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the Town's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
  - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
- C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the Town may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the Town or the Contract is terminated.
- D. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

## **ARTICLE 50. WARRANTY AND GUARANTEE OF WORK**

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the Town, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the Town, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the

above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder immediately upon demand.

- C. In addition to the warranty set forth in this Article, Contractor shall obtain for Town all warranties that would be given in normal commercial practice and assign to Town any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the Town with all warranty and guarantee documents prior to final Acceptance of the Project by the Town as required.
- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the Town may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the Town for installation by the Contractor to be voided or reduced, Contractor shall indemnify Town from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the Town for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
- E. The Contractor shall remedy at its expense any damage to Town-owned or controlled real or personal property.
- F. The Town shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the Town shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the Town may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- H. Acceptance of Defective Work.
  - 1. If, instead of requiring correction or removal and replacement of Defective Work, the Town prefers to accept it, Town may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Town's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.



2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Town shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by Town.
3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Town.
4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to Town.

I. Town May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from Town's Representative to correct Defective Work, or to remove and replace rejected Work as required by Town, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Town may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
2. In connection with such corrective or remedial action, Town may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Town has paid Contractor but which are stored elsewhere. Contractor shall allow Town and Town's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable Town to exercise the rights and remedies to correct the Defective Work.
3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Town correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in the Contract Price.
4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
5. If the Change Order is executed after all payments under the Contract have been paid by Town and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Town.

6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to Town.
7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to Town correcting Defective work.
- J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to Town at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

#### **ARTICLE 51. DOCUMENT RETENTION & EXAMINATION**

- A. In accordance with Government Code section 8546.7, records of both the Town and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- B. Contractor shall make available to the Town any of the Contractor's other documents related to the Project immediately upon request of the Town.
- C. In addition to the State Auditor rights above, the Town shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Town, for a period of four (4) years after final payment.

#### **ARTICLE 52. SEPARATE CONTRACTS**

- A. The Town reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the Town in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The Town shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

## **ARTICLE 53. NOTICE AND SERVICE THEREOF**

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to Town shall be addressed to the Town as designated in the Notice Inviting Bids unless Town designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

## **ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS**

Pursuant to Public Contract Code section 9201, the Town shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The Town is entitled to recover reasonable costs incurred in providing such notification.

## **ARTICLE 55. STATE LICENSE BOARD NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## **ARTICLE 56. INTEGRATION**

- A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the Town and Contractor.

## **ARTICLE 57. ASSIGNMENT OF CONTRACT**

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the Town. Any assignment or change of Contractor's name of legal entity without the written consent of the Town shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

## **ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Town in order that proper steps may be taken to have the change

reflected on the Contract and all related documents. No change of Contractor's name or nature will affect Town's rights under the Contract, including but not limited to the bonds.

#### **ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS**

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the Town all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the Town tenders final payment to the Contractor, without further acknowledgment by the parties.

#### **ARTICLE 60. PROHIBITED INTERESTS**

No Town official or representative who is authorized in such capacity and on behalf of the Town to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

#### **ARTICLE 61. CONTROLLING LAW**

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

#### **ARTICLE 62. JURISDICTION; VENUE**

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San Mateo County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

#### **ARTICLE 63. LAWS AND REGULATIONS**

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

#### **ARTICLE 64. PATENTS**

Contractor shall hold and save the Town, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

#### **ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS**

All Contract Documents furnished by the Town are Town property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the Town on request at completion of the Work.

#### **ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

#### **ARTICLE 67. SURVIVAL OF OBLIGATIONS**

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### **END OF GENERAL CONDITIONS**

## 00 73 13 – SPECIAL CONDITIONS

### 1.1 Engineer of Record.

- A. For purposes of this Project, the Engineer of Record or Engineer shall be: City Engineer Cyrus Kianpour.

### 1.2 Location of the Project.

- A. The Project is located F Street in the Town of Colma.
- B. The general location of the Project is shown on Town Drawing No. \_\_\_\_\_.

### 1.3 Shared Cost Savings for Reductions in Contract Price: Value Engineering.

[NOT USED.]

### 1.4 Status of the Project Area and Rights-of-Way.

- A. Town, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Union Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B. Town has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
- C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
- D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide Town's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by Town.
- E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide Town's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by Town.

### 1.5 Site Data.

[NOT USED.]

1.6 Pre-Purchased or Pre-Negotiated Material.

[NOT USED.]

1.7 Designation of Town's Representative.

A. Unless otherwise modified by Town, Town's Representative shall be Public Works Director Brad Donohue.

1.8 Modification of Hours of Work.

[NOT USED.]

1.9 Project Retention

In accordance with Public Contract Code § 7201, Town will withhold 5% of each progress payment as retention on the Project.

1.10 Reverse Liquidated Damages Due to Unreasonable Town Delay.

A. In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the Town, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and Town agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of **\$1,000** per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

1.11 Liquidated Damages Due to Contractor Delay.

A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, Town will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, Town shall therefore be entitled to **\$1,000** per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent Town, in case of Contractor's default, from terminating the Contractor.

1.12 Utility Outages – Notices to Residents.

- A. Should Contractor's operations require interruption of any utility service, Contractor shall notify Town at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by Town at least seven (7) Days prior to the scheduled outage.
- B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.13 Schedule Constraints.

NOT USED.

1.14 Noise Restrictions

- A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.
- B. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.
- C. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

1.15 Safety Programs.

- A. In addition to all other safety requirements of the Contract Documents, Contractor must comply with CalOSHA safety programs at all times during the completion of the Work.
- B. Town has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.

1.16 Coordination with Other Contractors.

NOT USED.

**END OF SPECIAL CONDITIONS**



## **01 00 00 – GENERAL REQUIREMENTS**

### **PART 1 -- GENERAL**

#### **1.1 DESCRIPTION**

- A. To be added

#### **1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

### **PART 2 -- PRODUCTS (NOT USED)**

### **PART 3 -- EXECUTION**

#### **3.1 LAYOUT OF WORK AND QUANTITY SURVEYS**

- A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

Town and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the Town Representative of any discrepancies.

- B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the Town Representative to determine final quantities of Work in place. The Town Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the Town Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of Town's Representative. Unless waived by Town's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of Town's Representative.

- C. Surveying

- 1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

- (a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.
  - (b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
  - (c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.
  - (d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.
- D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

### 3.2 SCHEDULE

- A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the Town shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the

Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the Town. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

### 3.3 TEMPORARY FIELD OFFICE

NOT USED.

### 3.4 PROTECTION OF WORK AND PROPERTY

- A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the Town with reasonable notice of the need for such repair or replacement, it shall be performed by the Town. If the Contractor fails to provide the Town with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the Town, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the Town at no expense to the Contractor, provided the Town is notified at least 48 hours before the property line monuments are damaged.
- B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
  - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
  - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
  - 3. Deliver materials to the Project site over a route designated by the Engineer.
  - 4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the Town shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
  6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the Town, at no cost to the Town.
  7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the Town.
  8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
  9. At the completion of work each day, leave the Project site in a clean, safe condition.
  10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the Town.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The Town shall be entitled to inspect and copy any such documentation, video, or photographs.

### 3.5 SITE CONDITIONS SURVEYS

A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.

2. Photographs as described herein of pre-construction and post-construction conditions.
3. Video recordings as described herein of pre-construction and post-construction conditions.
4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.
2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.
3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 megapixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the Town. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
2. For pipeline construction, soil compaction testing will be done at 100-foot intervals at the bottom of the trench prior to placement of pipe bedding; at the top

of the pipe bedding above the pipe; every two vertical feet of trench backfill; at the top of the trench backfill, which could be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

### 3.6 SUBMITTAL REQUIREMENTS AND RECORD DRAWINGS

- A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to Town in accordance with Contract Documents.
- B. Record Drawings
  - 1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
  - 2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.
  - 3. Record drawings shall be accessible to Town's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
  - 4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to Town's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to Town, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.
- C. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

### 3.7 MATERIALS

- A. Materials to be Furnished by the Contractor
  - 1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the

following locations, as determined by Town's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to Town's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform Town's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to Town's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate Town's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

### 3.8 LOCAL CONDITIONS AND REQUIREMENTS

#### A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.
2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by Town.
3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to Town's Representative.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in



Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

- B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.
- C. Construction Water.
  - 1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
  - 2. All connections to the Town's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the Town. The Town-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Engineer. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.
  - 3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the Town's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.
- D. Operation of Existing Water Facilities
  - 1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the Town two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the Town.
  - 2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The Town will perform all notification to existing customers regarding temporary loss of service.
  - 3. Contractor shall submit a request on Town's standard form for any shut-down of existing water facilities.
- E. Construction at Existing Utilities
  - 1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage

will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.

2. **Permission, Notice and Liability.** Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the Town Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify Town as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. **Cost.** Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

#### F. Traffic Control

1. **General.** Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.
2. **Protections.** Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.
3. **Cost.** Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

#### G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the

duration of the project, and/or use of temporary hoses and pipelines to convey water.

2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the Town may do so and the cost of such clean up shall be charged back to the Contractor.

### 3.9 ENVIRONMENTAL QUALITY PROTECTION

#### A. Environmental Conditions

NOT USED.

#### B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.
2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.
3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

#### C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the Town Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to Town within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

If directed by the Town Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to

ensure full compliance with all applicable permits, laws and regulations. Any Town directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by Town or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the Town Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or Town within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

If directed by the Town Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the Town Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any Town directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify Town pursuant to the Contract Documents.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site.
2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Fugitive Dust

1. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with the most recent version of any rules implemented by the Air Quality Management District (AQMD) with jurisdiction over the Project in order to reduce the amount of particulate matter entrained in the ambient air as a result of the Project. All equipment shall be AQMD compliant and permitted, as needed.
2. Town has considered these other requirements when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the Town and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the Town Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in Town stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.
4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
  - (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related documents with Town's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the Town Representative for review not less than fifteen (15) Days prior to the start of on-site construction work. Town will file the Notice of Intent and pay the filing fee.
  - (b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:
    - (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
    - (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.
    - (3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which

include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.

- (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.
  - (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
  - (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
  - (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
  - (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
  - (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
- (c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by Town.
- (d) Town retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other Permit related document, or fails to proceed in a manner that is satisfactory to Town. Town reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be Town's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by

Town in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

- (e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify Town as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of Town. Town may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
- 5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
- 6. Oil storage tanks management.
  - (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
  - (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
  - (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
  - (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112
- 7. Underground tank prohibition. The Contractor shall not use underground storage tanks.
- 8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."
- 9. Other Permits.



- (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
  - (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
  - (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
10. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

**END OF GENERAL REQUIREMENTS**

## **02 00 00 TECHNICAL PROVISIONS**

### **ARTICLE 1. MOBILIZATION**

#### **PART 1 -- GENERAL**

Attention is directed to the provisions in Section 9-1.16, "Mobilization," of the Standard Specifications, these technical provisions, and general conditions.

#### **PART 2 -- PRODUCTS**

[RESERVED]

#### **PART 3 -- EXECUTION**

[RESERVED]

#### **PART 4 -- MEASUREMENT AND PAYMENT**

Compensation for Mobilization (**Bid Item No. 1**), as specified herein and in the Standard Specifications, and as directed by the Engineer shall be paid by lump sum based on the percent complete.

**END OF ARTICLE 1**

## **ARTICLE 2. LEAD COMPLIANCE**

### **PART 1 -- GENERAL**

Attention is directed to the provisions in Section 7-1.02k(6)(j)(ii), "Lead Compliance Plan," of the Standard Specifications, these technical provisions, and general conditions.

### **PART 2 -- PRODUCTS**

[RESERVED]

### **PART 3 -- EXECUTION**

[RESERVED]

### **PART 4 -- MEASUREMENT AND PAYMENT**

Payment for complying with the Lead Compliance Plan (**Bid Item No. 3**) including provisions of this Section shall be paid by Lump Sum based on the percent complete with lead abatement.

**END OF ARTICLE 2**

## **ARTICLE 3. DEVELOP CONSTRUCTION WATER SUPPLY**

### **PART 1 -- GENERAL**

Attention is directed to the provisions in Section 10-6, "Watering," of the Standard Specifications, these technical provisions, and general requirements.

### **PART 2 -- PRODUCTS**

[RESERVED]

### **PART 3 -- EXECUTION**

Contractor shall apply, submit deposit for and obtain a fire hydrant water meter from CalWater who is the water purveyor for the Town of Colma.

### **PART 4 -- MEASUREMENT AND PAYMENT**

Compensation for Develop Construction Water Supply (**Bid Item No. 4**), as specified herein and in the Standard Specifications, and as directed by the Engineer shall be paid by lump sum.

**END OF ARTICLE 3**

## **ARTICLE 4. TRAFFIC CONTROL AND NOTIFICATION**

### **PART 1 -- GENERAL**

Attention is directed to the provisions in Section 7 and Section 12 of the Standard Specifications related to Public Safety, Public Convenience, and Temporary Traffic Control, these technical provisions, and general conditions.

### **PART 2 -- PRODUCTS**

[RESERVED]

### **PART 3 -- EXECUTION**

[RESERVED]

### **PART 4 -- MEASUREMENT AND PAYMENT**

Compensation for Traffic Control and Notification, as specified herein and in the Standard Specifications, and as directed by the Engineer shall include all necessary public notification, submittals, implementation, and maintenance of the approved traffic control plans, for all work in construction zones throughout the duration of the project. Traffic Control and Notification (**Bid Item No. 2**), as specified herein and in the Standard Specifications, and as directed by the Engineer shall be paid by lump sum based on the percent complete.

**END OF ARTICLE 4**

## **ARTICLE 5. STORMWATER POLLUTION PREVENTION PLAN**

### **PART 1 -- GENERAL**

#### **1.01 WORK INCLUDED**

- A. Prohibit illicit discharge (non-rainwater) into the storm drain system.
- B. Construct any and all necessary systems to eliminate contaminants from entering the storm water system.
- C. Clean up and control of work site materials, spoils and debris.
- D. Removal of contaminants produced by the project.
- E. The work shall include the provision of all labor, materials, equipment and apparatus not specifically mentioned herein or noted on the plans, but which are incidental and necessary to complete the work specified.

#### **1.02 APPLICABLE PUBLICATIONS**

- A. National Pollution Discharge Elimination system (NPDES) Permit No. CAS612008 – latest version
- B. California Storm Water Best Management Practice Handbooks:
  - 1. Municipal
  - 2. Industrial/Commercial
  - 3. Construction Activity
- C. C.3 Stormwater Technical Guidance Ver 5.0, June 2016 or the latest version.
- D. California State Water Resources Control Board, Construction General Permit CAS000002 Order No. 2010-0014 DWQ (for sites greater than one acre).
- E. Section 13 “Water Pollution Control” of the State Standard Specifications.

#### **1.03 QUALITY ASSURANCE**

- A. The Contractor shall designate an individual (to be approved by the Town) available at all times of sufficient authority to halt work and implement BMPs and source control measures for the Contractor and all sub-contractors, suppliers, and other personnel that may be at the construction site(s), to prevent nonstormwater discharges from the

construction site(s). This individual shall be the contact person for all matters of the project regarding non-stormwater discharges.

B. All work performed under this contract and all contractors and their associates and/or employees are required to comply with all applicable storm water regulations and to implement Best Management Practices (BMP's) at all times.

C. All employees and subcontractors shall be trained on the storm water pollution prevention requirements contained in these specifications. Training records shall be submitted to the Town along with requests for progress payment.

D. A supply of spill clean-up materials such as rags or absorbents shall be kept readily accessible on-site.

#### **1.04 ALLOWABLE DISCHARGES**

A. Under current NPDES regulations, the following discharges to the storm drainage system are permitted, as long as the discharges are not significant pollutants:

1. Diverted stream flows, springs and natural drainage courses;
2. Rising flood waters;
3. Air conditioning condensation; and
4. Landscape irrigation.

B. Groundwater from dewatering and foundation drains will need additional certification that the groundwater has been tested or evaluated for the presence of pollutants subject to non-stormwater discharge regulations. In such a case, a Special Sewer Discharge Permit shall be required for the water to be discharged to the Sanitary Sewer System, as directed.

#### **1.05 SUBMITTALS**

A. The Contractor shall develop and implement a Water Pollution Control Plan (WPCP) which shall contain at a minimum the items included in this section. The WPCP shall show the locations of all storm drains, storm drain pipes, points of entry (catch basins, inlets, outlets), and other features through which stormwater flows. The WPCP shall include a protocol for allowing drainage to flow properly during rainfall events while still preventing non-stormwater discharges from entering the storm drains, creeks, and Bay. Work shall not begin without the Public Works Director completing its review and finding no exceptions taken on the WPCP and finding at Public Works Director' sole discretion that the WPCP meets the intent and goals of the project.

B. The WPCP shall include descriptions and sketches of all BMPs, show locations and describe protocols for implementing and maintaining the following BMPs for but not limited to material storage, dewatering operations, bypass pumping, saw-cutting operations, pavement operations, concrete operations, grading and excavation operations, spill prevention and control, vehicle and equipment cleaning, vehicle and

equipment operation and maintenance, litter control, dust control, pavement cleaning, and construction waste management.

C. The WPCP shall be updated to meet changing stages of the construction site(s).

## **1.06 PENALTIES**

The Contractor is responsible for penalties assessed or levied on the Contractor or the Town as a result of his failure to comply with the provisions in this section including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local regulations and requirements as set forth therein. Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Contractor or the County, including those levied under the Federal Clean Water Act and the State Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

## **PART 2 – PRODUCTS**

A. Materials used shall be in conformance with Caltrans's Construction Site Best Management Practices (BMPs) Manual, latest edition, or the CASQA Construction BMP Handbook, latest edition.

B. A supply of spill clean-up materials such as drip pans, rags, or absorbents shall be kept readily accessible on-site.

## **PART 3 – EXECUTION**

### **3.01 RECYCLING**

A. At the end of each working day, all scrap, debris and waste material shall be collected and materials disposed of properly.

B. Dry, empty paint cans/buckets, old brushes, rollers, rags and drop cloths shall be disposed of in approved waste collection.

C. Dumpsters shall be inspected for leaks. As leaks are detected, the trash hauling contractor shall be contacted to replace or repair dumpsters that leak.

D. Water from cleaning dumpsters shall not be discharged on-site.

E. Regular waste collection shall be arranged for before dumpsters overflow.

### **3.02 HAZARDOUS MATERIAL/WASTE MANAGEMENT/MATERIALS MANAGEMENT**

A. Designated areas of the project site shall be proposed by the contractor for approval by the Public Works Director suitable for material delivery, storage and waste collection as far from catch basins, gutters, drainage courses and creeks as possible.



B. All hazardous materials such as pesticides, paints, thinners, solvents and fuels; and all hazardous wastes such as waste oil and antifreeze shall be labeled and stored in accordance with State and Federal regulations.

C. All hazardous materials and all hazardous wastes shall be stored in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered as needed, to avoid potential management of collected rain water as a hazardous waste.

D. The contractor shall dispose of all excess thinners, solvents, chemicals, oil-based and water-based paint as hazardous waste.

E. Regular hazardous waste collection shall be arranged for to comply with time limits on the storage of hazardous wastes.

F. Granular materials shall be stored a minimum of ten feet from the closest catch basin and curb return. The contractor shall not allow these granular materials to enter the storm drain or creek.

G. Warning signs shall be posted in areas containing or treated with chemicals.

H. An accurate up-to-date inventory, including Material Safety Data Sheets (MSDS) of hazardous wastes stored on site shall be kept and available to assist emergency response personnel in the event of a hazardous materials incident.

I. Maintenance and fueling of vehicles and equipment shall be performed in a designated, bermed area, or over a drip pan that will not allow run-off of spills. Vehicles and equipment shall be regularly checked and have leaks repaired promptly. Secondary containment, shall be used to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.

### **3.03 CHEMICAL USAGE**

A. When rain is forecast within 24 hours, or during wet weather, the Public Works Director may prevent the contractor from applying chemicals in outside areas.

B. Pesticides or fertilizers shall not be over-applied and material manufacturer's instructions shall be followed regarding uses, protective equipment, ventilation, flammability and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the San Mateo County Agriculture Commissioner.

### **3.04 DUST CONTROL**

A. Use means necessary to control dust on and near the work, and on and near off-site areas, if such dust is caused by the Contractor's operations during performance of the Work, or if resulting from the condition in which the Contractor leaves the site.

B. Thoroughly moisten surfaces as required to prevent dust being a nuisance to the public, neighbors, and personnel performing other work on the site.

C. Use dust palliatives or reclaimed water (not potable water).

D. Reclaimed water shall be used to control dust on a daily basis or as directed by the Public Works Director.

E. At the end of each working day, or as directed by the Public Works Director, the roadways and on-site paved areas shall be cleaned and swept of all materials attributed to or involved in the work. Streets shall not be washed down into a storm drain or creek in lieu of street sweeping. Water wash may be picked up by a vacuum unit in lieu of sweeping.

### **3.05 SAWCUTTING**

A. The contractor shall cover or barricade catch basins using control measures such as filter fabric, straw bales, sand bags and fine earthen dams to keep slurry out of the storm drain system. The contractor shall ensure that the entire opening is sealed.

B. Saw cutting debris and spoils be removed by shovel, absorption, vacuum or pick up of waste prior to moving to the next location or at the end of each working day, whichever is sooner.

### **3.06 DEWATERING OPERATIONS**

A. Water shall be routed through a control measure as determined and approved by the Public Works Director such as a sediment trap, sediment basin or Baker tank to remove settleable solids prior to discharge to the storm drain system. Filtration of the water following the control measure may be required on a case-by-case basis.

B. The filtered water shall be reused for other purposes such as dust control or irrigation to the extent possible.

C. If the project is within an area of known groundwater contamination, the water from dewatering operations shall be tested prior to discharge. If the water meets the Regional Water Quality Control Board standards, it may be discharged into the storm drain. Otherwise, the water shall be treated and hauled off-site for proper disposal.

### **3.07 CONCRETE GROUT AND MORTAR WASTE MANAGEMENT**

A. Concrete, grout and mortar shall be stored away from the drainage areas and ensure that these materials do not enter the storm drain system.

B. Concrete trucks shall not be washed out into streets, gutters, storm drains, drainage channels or creeks.

C. Concrete trucks and equipment shall be washed out off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit or bermed area. The water shall percolate into the soil and the hardened concrete placed in a waste container for disposal. If a suitable soil or bermed area is not available on-site, the wash water shall be collected and removed off-site and disposed of properly.

D. Water created by the washing of exposed aggregate concrete finish shall be collected in a suitable dirt area or filtered through straw bales or equivalent material before entering the storm drain system. Sweepings from exposed aggregate finish shall be collected and disposed of in a waste container or removed off-site and disposed of properly.

### **3.08 PAVING OPERATIONS**

A. No paving while it is raining.

B. During wet weather store paving equipment indoors or cover with tarp or other waterproof covering.

C. Place drip pans or absorbent materials under paving equipment when not in use.

D. Catch basins and manholes shall be covered when paving or applying seal coat, tack coat, slurry seal or fog seal.

E. The Public Works Director may direct the contractor to protect drainage courses by using control measures such as earth dike, straw bale and sand bag to divert run-off or trap filter sediment.

F. Excess sand (placed as part of a sand seal or to absorb excess oil) shall not be swept or washed down into gutters, storm drains or creeks. The sand shall be collected and returned to the stockpile or disposed of in a trash container or hauled to an approved dump site. Water shall not be used to wash down fresh asphalt concrete.

### **3.09 PAINTING**

A. The cleaning of painting equipment and tools shall be performed in a designated area that will not enter the gutters, storm drains or creeks.

B. Excess paint shall be removed from brushes, rollers and equipment prior to cleanup.

C. Wash water from aqueous cleaning of water-based paint tools and equipment shall be disposed of in a sanitary sewer or onto a designated dirt area.

D. Paint thinners and solvents from oil-based paints shall be filtered and re-used when possible. Waste sludge, thinner and solvent from cleaning tools and equipment shall be disposed of as a hazardous waste.

### **3.10 SITE CLEANUP**

A. The cleaning of equipment of materials shall not be performed on-site or in the street using soaps, solvents, degreasers, steam cleaning or equivalent methods.

B. All cleanup must be performed in a designated area that will not allow the cleaning rinse to flow off-site or into streets, gutters, storm drains, or creeks.

#### **PART 4 - MEASUREMENT AND PAYMENT**

The contract price paid for Stormwater Pollution Prevention (**Bid Item No. 5**) shall include full compensation for performing the scope of work as specified. The contract price shall include performing all the work necessary to prepare and implementing the Water Pollution Control Plan, and furnish, install and maintain all best management practices for the duration of the project in accordance with City and State standards, and as directed by the Public Works Director. This work shall include, but is not limited to: furnish, install and maintain temporary drainage inlet protection and fiber rolls, erosion control fiber blankets all cleaning activities, such as street sweeping, to prevent construction dust and debris from entering the storm drain system, disposal and removal of materials at the completion of the project. "Stormwater Pollution Prevention" shall be paid on a lump sum basis, determined by percentage complete in the project (e.g. 10% of the work is completed, 10% of Stormwater Pollution Prevention will be paid) and no additional compensation shall be made.

**END OF ARTICLE 5**

## ARTICLE 6. STRUCTURE REHABILITATION

### PART 1 -- GENERAL

Attention is directed to the provisions in Section 15 "Existing Facilities", Section 60-3.05, "Repairing Structures", Section 73, "Concrete Curbs and Sidewalks", and Section 78-4.03, "Painting Concrete of the Caltrans Standard Specifications and these technical provisions.

#### 1.01 WORK INCLUDED

- A. This section includes specifications for repairing cracks and concrete spalls in the existing concrete retaining wall structure.

### PART 2 -- PRODUCTS

#### 2.1 GENERAL

- A. Materials for crack repair injection epoxy and concrete spall repair where shown on the plans shall be as specified in the Standard Specifications and Project plans.
- B. Materials for bar reinforcing steel where shown on the plans shall be as specified in the Standard Specifications and Project plans.

### PART 3 -- EXECUTION

#### 3.1 GENERAL

- A. Preparing concrete surfaces to receive concrete spall repairs and concrete crack repairs where shown on the plans shall be as specified in these specifications and Project plans.

### PART 4 -- MEASUREMENT AND PAYMENT

Payment for structure rehabilitation shall include full compensation for mobilization, furnishing all labor, materials, tools, equipment, site preparation, and other incidentals deemed necessary for completing all work specified in these Project Specifications, the Project Plans, and as directed by the Engineer.

Payment for complying with the provisions of this Section shall be paid as follows:

<b>Bid Item No. 6</b> Prepare Concrete Spall Areas	Per Square Foot
<b>Bid Item No. 7</b> Inject Crack (Epoxy)	Per Linear Foot
<b>Bid Item No. 8</b> Repair Concrete Spall Areas	Per Cubic Yard

<b>Bid Item No. 9</b> Clean and Paint Upper and Lower Walls and Butress Surfaces (Revocable)	Per Square Foot
<b>Bid Item No. 10</b> Bar Reinforcing Steel (Retaining Wall)	Per Pound

**END OF ARTICLE 6**

## ARTICLE 7. DRAINAGE IMPROVEMENTS

### PART 1 -- GENERAL

Attention is directed to the provisions in Section 19-3 "Structure Excavation and Backfill", Section 21 "Erosion Control", Section 60-4.04 "Coring Concrete", Section 70 "Miscellaneous Drainage Facilities ", and Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications and these technical provisions.

#### 1.01 WORK INCLUDED

- A. This section includes specifications for filling existing sink holes, removing and replacing existing concrete gutters, removing existing timber rail tie retaining walls and coring new weep holes..

### PART 2 -- PRODUCTS

#### 2.1 GENERAL

- A. Materials for structure backfill where shown on the plans shall be as specified in the Standard Specifications and Project plans.
- B. Materials for erosion control products where shown on the plans shall be as specified in the Standard Specifications and Project plans.
- C. Materials for concrete gutter where shown on the plans shall be as specified in the Standard Specifications and Project plans.

### PART 3 -- EXECUTION

#### 3.1 STRUCTURE BACKFILL

- A. Class II AB

### PART 4 -- MEASUREMENT AND PAYMENT

Payment for drainage improvements shall include full compensation for mobilization, furnishing all labor, materials, tools, equipment, site preparation, shoring and bracing existing structures, and other incidentals deemed necessary for completing all work specified in these Project Specifications, the Project Plans, and as directed by the Engineer.

Payment for complying with the provisions of this Section shall paid be as follows:

<b>Bid Item No. 11</b> Structure Backfill	Per Cubic Yard
<b>Bid Item No. 12</b> Core Concrete Hole (4" Dia)	Each

<b>Bid Item No. 13</b> Remove and Replace Concrete Gutter	Per Lump Sum
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**END OF ARTICLE 7**



## **ARTICLE 8. TIMBER RETAINING WALL**

### **PART 1 -- GENERAL**

Attention is directed to the provisions in Section 19-3 "Structure Excavation and Backfill", Section 52 "Reinforcement", and Section 57-2 "Wood Structures" of the Standard Specifications and these technical provisions.

#### **1.01 WORK INCLUDED**

- A. This section includes specifications for constructing the upper and lower timber retaining walls as shown on the plans.

### **PART 2 -- PRODUCTS**

#### **2.1 GENERAL**

- A. Materials for structure pervious backfill and concrete pier for timber retaining wall where shown on the plans shall be as specified in the Standard Specifications and Project plans.
- B. Timber products where shown on the plans shall be as specified in the Standard Specifications and Project plans.
- C. Materials for erosion control products where shown on the plans shall be as specified in the Standard Specifications and Project plans.
- D. Cobbles shall be two to eight inch (2" to 8") washed river rock. All fines shall be screened from the aggregate within a one-quarter inch (1/4") tolerance. Cobbles shall be composed of round rocks that may be varied in color. The material shall be free of organic and inorganic debris and trash.

### **PART 3 -- EXECUTION**

#### **3.1 STRUCTURE EXCAVATION**

- A. Excavate only to the minimum extent as required to complete the work. Do not overexcavate unless directed to do so by the Engineer.
- B. Do not excavate with heavy equipment.

#### **3.2 PERVIOUS BACKFILL**

- A. Place pervious material backfill at lower timber retaining wall as shown on the plans and as directed by the Engineer. Compact the permeable backfill at the lower wall to the extent allowed using small equipment and hand tools only.

### 3.3 COBBLES

- A. Cobbles may be placed by dumping and may be spread by small equipment and hand tools only.

## PART 4 -- MEASUREMENT AND PAYMENT

Payment for complying with the provisions of this Section shall be paid as follows:

<b>Bid Item No. 14</b> Structure Excavation (Retaining Wall for sinkhole repair and other excavated areas shown on the plans)	Per Cubic Yard
<b>Bid Item No. 15</b> Pervious Backfill Material	Per Cubic Yard
<b>Bid Item No. 16</b> Timber Retaining Wall	Per Linear Foot
<b>Bid Item No. 17</b> Rolled Erosion Control Blanket Product (Netting non-seeded)	Per Square Foot
<b>Bid Item No. 18</b> Fiber Rolls	Per Linear Foot
<b>Bid Item No. 19</b> 2"-8" Cobble Blend with Double Layer Filter Fabric	Per Cubic Yard

**END OF ARTICLE 8**

## ARTICLE 9. MINOR CONCRETE (REPLACE CONCRETE FLATWORK)

### PART 1 -- GENERAL

Attention is directed to the provisions in Section 90-2 "Minor Concrete", Section 52 "Reinforcement" and Section 15-1.03B "Removing Concrete" of the Standard Specifications and these technical provisions.

#### 1.01 WORK INCLUDED

- A. This section includes specifications for removing and replacing existing concrete flatwork on an existing walkway as required to backfill an existing sink hole.

### PART 2 -- PRODUCTS

[RESERVED]

### PART 3 -- EXECUTION

#### 3.1 GENERAL

- A. Notify the Town Engineer at least 48 hrs prior to demolishing the existing flatwork.
- B. Saw cut to the limits as described on the plans and standard specifications and as determined by the Engineer before demolishing concrete.
- C. Break existing concrete with a maximum 15 lb air hammer.

#### 3.2 PERMEABLE BACKFILL

- A. Place permeable material backfill at lower timber retaining wall as shown on the plans and as directed by the Engineer. Compact the permeable backfill at the lower wall to the extent allowed using small equipment and hand tools only.

### PART 4 -- MEASUREMENT AND PAYMENT

Payment for complying with the provisions of this Section shall be paid as follows:

<b>Bid Item No. 20</b> Minor Concrete (Replace Concrete Flatwork – 6 inches thick)	Per Square Foot
---	-----------------

**END OF ARTICLE 9**

## **ARTICLE 10. BID ALTERNATIVE 1 - ARCHITECTURAL PILASTERS (REVOCABLE)**

### **PART 1 -- GENERAL**

Bid Alternatives as shown on the plans, specifications and bid item list are independent or stand-alone tasks and are revocable items of work that are to be performed only if directed by the Town. Contractor shall include all bid alternatives in the cost proposal.

Attention is directed to the provisions in Section 51 "Concrete Structures" and Section 60 "Existing Structures" of the Standard Specifications and these technical provisions.

#### **1.01 WORK INCLUDED**

- A. The Contractor shall prepare existing concrete surface and construct architectural pilasters on the face of the lower wall at each buttress wall location as shown on the plans.

### **PART 2 -- PRODUCTS**

[RESERVED]

### **PART 3 -- EXECUTION**

[RESERVED]

### **PART 4 -- MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

Payment for complying with the provisions of this Section shall be paid as follows:

<b>Bid Alt 1</b>	
Architectural Pilasters (Revocable)	Per Each

**END OF ARTICLE 10**

## **ARTICLE 11. BID ALTERNATIVE 2 - STUCCO FINISH LOWER WALL (REVOCABLE)**

### **PART 1 -- GENERAL**

Bid Alternatives as shown on the plans, specifications and bid item list are independent or stand-alone tasks and are revocable items of work that are to be performed only if directed by the Town. Contractor shall include all bid alternatives in the cost proposal.

Attention is directed to the provisions these technical provisions.

#### **1.01 WORK INCLUDED**

- A. The Contractor shall apply stucco to the entire lower wall surface as indicated on the plans. Prepare surface and apply stucco and construction per ASTM C1063-16a Standard Specification for Installation of Lathing and Furring to Receive Cement-Based Plaster, and ASTM C926-16a, Standard Specification for Application of Portland Cement-Based Plaster.

### **PART 2 -- PRODUCTS**

[RESERVED]

### **PART 3 -- EXECUTION**

#### **3.1 STUCCO APPLICATION**

- A. Paper backed and furred expanded metal lathing with edge beads and expansion joints.
- B. Perimeter and edge nailing at 6" on center
- C. Field nailing at 6" on center horizontally and 12" on center vertically
- D. 3/8" stucco base coat
- E. 1/8" stucco finish coat (color to be determined by the Town)
- F. Smooth surface finish
- G. Submit a 2'-0" x 2'-0" square Stucco Test Panel for Town approval prior to applying finish stucco finish coat.

#### **PART 4 -- MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

Payment for complying with the provisions of this Section shall be paid as follows:

<b>Bid Alt 2</b> Stucco Finish Lower Wall (Revocable)	Per Square Foot
---	-----------------

**END OF ARTICLE 11**

**EXHIBIT "A"**  
**CHANGE ORDER FORM**

**Town of Colma**

*1198 El Camino Real  
Colma, CA 94014*

**Contract Change Order #**

**Project:**

**Change Order No.:**

**Orig. Contract Amt.:** \$                      Days

**Contract No.:**

**Contractor:**

**Prev. Appvd. Changes:** \$                      Days

**Owner:** Town of Colma

**This Change:** \$                      Days

**Revised Contract Amt.:** \$                      Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and Town of Colma, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	<b>Totals</b>	<b>\$</b>	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initiated by or on behalf of both the Contractor and the Town of Colma.

Contract Change Order # \_\_\_\_\_ Page 1 of 2

The amount of the contract will be increased by the sum of \$\_\_\_\_\_ and the contract time shall be extended by working days. The undersigned Contractor approves the foregoing Change Order # as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

\_\_\_\_\_  
(Signature) Contractor's Authorized Representative

\_\_\_\_\_  
Date

Recommended:

\_\_\_\_\_  
(Signature) [**\*\*INSERT NAME, TITLE\*\***]

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
(Signature) [**\*\*INSERT NAME, TITLE\*\***]

\_\_\_\_\_  
Date

Item No.	Justification for Change(s)
1	
2	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Town of Colma.

Contract Change Order #

Page 2 of 2





# STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Farhad Mortazavi APA, City Planner  
Alvin Jen, Assistant Planner

VIA: Brian Dossey, City Manager

DATE: June 8, 2022

SUBJECT: Public Hearing for Draft Housing Element

## RECOMMENDATION

Staff recommends that the City Council adopt a:

MOTION DIRECTING THE CITY MANAGER TO TRANSMIT THE DRAFT HOUSING  
ELEMENT WITH COMMENTS TO THE DEPARTMENT OF HOUSING AND COMMUNITY  
DEVELOPMENT FOR REVIEW

## EXECUTIVE SUMMARY

The 2023 Draft Housing Element includes programs and policies to maintain, provide and remove barriers to the production of housing, including affordable housing. The 2023 Draft Housing Element also includes the obligation to affirmatively further fair housing (AFFH) as part of the Town's planning process and guiding documents for community development. The 2023 Draft Housing Element is an update to the Housing Element adopted by the town in 2014 (2015-2022 Housing Element). A discussion of key policies and issues is included in the body of the report and summarized below. In addition, the document identifies sites for the development of more than 202 units based on the Town's Regional Housing Needs Allocation (RHNA) during the 2023-2031 Housing Element timeframe (6<sup>th</sup> Cycle).

A summary of the key issues discussed in this report are as follows:

The feasibility with the 202 units identified in the document will be built before 2031. The development of at least 202 units of housing is feasible during the eight-year planning period, as further detailed in this report and the 2023 Draft Housing Element. Colma's RHNA number of 202 units includes 83 units for very low- and low-income levels.

Second Unit Ordinance. The 2023 Draft Housing Element identifies the use of Town's existing Accessory Dwelling Unit (ADU) ordinance adopted in 2017. While there was no new construction of ADU or Junior Accessory Dwelling Unit (JADU) in 5<sup>th</sup> Cycle Housing Element (2015 – 2022) this ordinance would help provide future affordable housing opportunities in

Colma. The objective is to increase the number of ADUs and encourage development in areas of the town where they are permitted or conditionally permitted. Staff will continue to provide information to interested homeowners and monitor the activity related to ADUs. This is noted in Program 2.2. There is no action required as a part of this policy (only that it be studied and reviewed by the City Council).

Planned Development Districts and Mixed Use. Program 3.1 in the 2023 Draft Housing Element is pursuant to the Colma Zoning Ordinance - parcels zoned as “Planned Development (PD)” permit a mix of uses, including residential and commercial uses. PD may be established in any R or C zone upon application of a property owner(s), or upon the initiative of City Council. This program would optimize the residential use by maximizing the General Plan density of each developable site and allow for implementation of the Density Bonus provisions when appropriate. There is no action required as a part of this policy (only that each PD proposal be studied and reviewed by the City Council).

Address needs of Extremely Low-Income Households. Program 5.5 addresses the housing needs of extremely low, very low-, low-, and moderate-income households, where the town will meet with property owners and nonprofit builders annually who specialize in building housing for extremely low-income households including those with special needs and veterans. This effort is designed to build a long-term partnership in development, assist potential developers in gaining access to specialized funding sources, identify the range of local resources and assistance needed to facilitate the development of housing for extremely low-income households, and to promote a variety of housing types including higher density multi-family and shared housing. The policy recommendation is to conduct a study to determine the feasibility of this type of program. The objective of this program is to assist developers and property owners in making affordable units available, which in turn, provide equal housing opportunities. There is no action required as part of this policy (only that it be studied and reviewed by the City Council).

Staff has selected these items for City Council discussion to highlight the most significant policy items from the document.

## **FISCAL IMPACT**

Adoption of the Housing Element will not require an adjustment to the town's budget.

## **BACKGROUND AND PROCESS**

State law mandates that all cities in the San Francisco Bay Area have a state certified Housing Element by January 31, 2023. The Housing Element must consider the housing needs assessment numbers, or what is called Regional Housing Needs Allocation (RHNA), assigned to jurisdictions by the Association of Bay Area Government (ABAG) for the years 2023 through 2031. Planning Staff has worked with San Mateo County jurisdictions and consultants in the preparation of the Draft Housing Element. Sections of the document include updated demographic information that is common to all San Mateo County jurisdictions.

The draft Housing Element was released on April 29, 2022, for a 30-days public review and comment period, ending on May 28, 2022. An additional 10-day period thereafter is scheduled for incorporation of comments received on the draft. The draft included a total of 53 very-low,

30 low, 40 moderate, and 142 above-moderate units, for a total of 265 units. During the comment period, staff was notified by the Italian Cemetery for its desire not to be as part of the housing inventory for their site located at El Camino Real and F Street. Therefore, staff revised the housing inventory and the draft to eliminate the 3.07-acre property owned by the Italian Cemetery. By doing so, staff needed to recalculate the possibilities for the remaining six properties, which resulted in a total of 256 units that includes 53 very-low, 30 low, 44 moderate, and 129 above-moderate (market rate) units

The updated draft will then be submitted to the State Housing and Community Development Department (HCD) by June 17, 2022, for their 90-plus days review. Comments and questions based on HCD's review will be incorporated into the document. Staff then plans to hold a second public hearing on November 23, 2022, for the City Council to adopt the Housing Element and associated environmental document. The adopted document will be returned to HCD for a final review, with the expectation that HCD will certify the document by mid-January 2023. Jurisdictions without an approved Housing Element by the end of January 2023 will need to update their Housing Elements twice as often (every 4 years instead of every 8 years) as penalty. HCD may grant exceptions to the deadline for jurisdictions that are in the process of updating their Housing Elements.

## **ANALYSIS AND DISCUSSION**

The 2023 Draft Housing Element raises legal and policy issues for the City Council to consider. Generally, these issues arise from the recommendations in the 2023 Draft Housing Element for new, substantially modified, or potentially controversial goals and programs. The purpose of this public hearing is to highlight these issues and for staff to obtain Council input prior to City Council consideration or adoption of the 2023 Housing Element at the November 23, 2022, meeting.

The following is a list of discussion issues and topics for City Council consideration:

**1. Is the following representation supportable by the evidence: "is it feasible to believe that the development of additional 202 units before the close of the planning period (2031) is possible?"**

In the 2023 Draft Housing Element introduction (page 3) there is a statement that the development of an additional 202 units before the close of the planning period (December 2031) is feasible. Staff believes this to be a true statement.

The 2015 Housing Element was required to identify sites for the development of at least 59 units of housing in Colma, in comparison, the RHNA number established for the 2023-2031(6<sup>th</sup> Cycle) Housing Element has increased to 202 units. Even though the town met and exceeded its required RHNA numbers of 59 units for the previous planning cycle with 75 total units (built since 2015), there will be no "credit" given to reduce the number of required units for the upcoming cycle. As a result, in the "Ability to Meet Housing Needs" section of the Housing Element, there is an in-depth analysis of all potentially developable sites in town, which were identified as vacant and/or underutilized sites - except for the 3.07-acre vacant site on El Camino Real at F Street, per property owner's request.

These sites were based on several different categories: a) proximity to high-quality transit and El Camino Real, b) parcel size, c) the need for lot consolidation, d) General Plan designation, e) underperforming or vacant uses, f) proximity to public services and amenities, g) developer interest in the site, and h) if environmental remediation is required. Sites were scored between 0-1, 1 being most likely to be redeveloped as affordable housing. All sites that scored above 0.5 were assumed to be suitable for affordable housing development and are included in the town's sites inventory. The minimum 202 units will need to provide the following affordability categories:

- Very Low Income: 44 Units
- Low Income: 25 Units
- Moderate Income: 37 Units
- Above Moderate (Market Rate): 96 Units

During the 5<sup>th</sup> housing cycle, a total of 75 units were developed, 9 of which are at 13 dwelling units per acre (du/ac) and 66 of which are at 30 du/ac. The average density was approximately 28 du/ac. The state guidance is to extrapolate the trend by multiplying by 75% times the average which results in 21 du/ac. Given the most recent development trends in Colma, the realistic capacity for sites suitable for housing development are assumed to be developed at a conservative estimate of 20 du/ac which meets HCD's requirement for lower income housing. Although the revised inventory - in order to eliminate the 3.07-acre vacant property and at the same time meet the RHNA requirements - utilized an increase density around Colma BART station to 30 du/ac and the Kohl's site to 25 du/ac.

The minimum 202 units RHNA compliance that are identified in the now-revised draft Housing Element include the following sites:

- 7733 El Camino Real - Sandblaster's Property: In 2007, this 0.53-acre parcel was proposed as a total of 15 residential units, with 2 single family detached units on C street and 13 residential units above commercial space facing El Camino Real to its west. Plans were put on hold in 2007 due to the economy. The realistic capacity determined that 16 total units could be built, which 8 are for very-low plus 8 for above-moderate (market rate) income units.
- 1200 El Camino Real, Kohl's Site: This 8.06-acre parcel on the southwest corner of El Camino Real and Serramonte Boulevard is currently occupied by Kohl's department store. This parcel is identified in the adopted 2040 General Plan Update (GP) as a site suitable for a mixed-use development with commercial and restaurant spaces at ground level, residential uses above, entertainment uses and public gathering spaces. The realistic capacity determined that 202 total units could be built, which 45 are very-low, 23 are low, 44 are moderate, and 90 are above-moderate units.
- 7778 El Camino Real, Bocci Property: This 0.6-acre parcel is adjacent to Colma BART station. A preliminary development proposal for 24 units with ground floor retail was submitted to the town and was a feasible level of development for the site. Again, due to the economy, development of the property was not pursued.

The realistic capacity determined that 15 total units could be built, which 7 are low and 8 are above-moderate income units

- Between 461 and 469 B Street: This 0.11-acre vacant parcel can be subdivided per SB 9, which allows for lots to be subdivided and developed at a higher density. However due to the given character of the existing size of the lot, it is predicted that 1 above-moderate income unit could be built.
- El Camino and Collins Avenue: This 0.41-acre site, located on the northwest corner of El Camino and Collins Avenue. This parcel is currently vacant. The realistic capacity determined that 8 above-moderate units could be built.
- 240 Collins Avenue: This 0.72-acre site, located at 240 Collins Avenue. This parcel is used for overflow parking which currently is not utilized for that purpose. The realistic capacity determined that 14 above-moderate units could be built

For the CEQA process, the associated Mitigated Negative Declaration that the City Council will be considering with the Housing Element analyzes the impacts of development of these sites, potentially streamlining the ultimate development of these sites.

## **2. Secondary Unit Ordinance**

The Town of Colma currently has an Accessory Dwelling Unit (ADU) ordinance, pursuant to the Town's zoning code, second dwelling units are permitted in the "R" residential zone - in accordance with state law. They are also permitted in the "C" zone with a conditional use permit. This ordinance was amended in 2020 to comply with state law. Furthermore, the Town's zoning regulations allow ADU and Junior Accessory Dwelling Unit (JADU) subject to only a building permit under subsection 5.19.040 (A) in residential or mixed-use zones.

To maximize ADU development, additional provisions - beyond the required state law - are included in the following:

- Seek planning grants to reimburse ADU building fees
- Conduct a survey of homeowner interest in ADUs and JADU
- Develop ADU and JADU outreach materials
- Notify residents of ADU/JADU eligibility

## **3.Planned Development Districts and Mixed-Use**

Pursuant to the Town's Zoning Ordinance, parcels zoned as "Planned Development (PD)" permit a mix of uses, including both residential and commercial uses. Higher density, multi-unit developments are permitted in PD zones. PD districts may be established in any R or C zones upon application by a property owner or owners, or upon the initiative by the City Council.

The Town's Planned Development Ordinance provides for residential development proposals that would not be possible under the available conventional zoning. By establishing a PD zone, it allows for site-specific constraints to be considered when setting the regulations for development, such as design, setback, and parking standards. By allowing for PDs in the Zoning Code, the Zoning Code becomes more flexible and accommodating for residential proposals that responds to the site-specific conditions.

#### **4. Housing Accessible to Persons with Special Needs, Seniors, Disabled, and Homeless Persons**

In January 2007, the Town adopted an ordinance amending the Town's municipal code to provide a procedure by which persons with disabilities can request reasonable accommodation in seeking equal access to housing. In March 2015, the Town amended its Reasonable Accommodation Ordinance to remove provisions that are not in compliance with fair housing laws. The Town will continue to provide public information in order to continue to allow for reasonable accommodation for persons with special needs. The Town will regularly monitor the implementation of the Town's code, policies, and procedures to ensure that they comply with the "reasonable accommodation" for disabled provisions and all fair housing laws.

Staff will work to reach out to local service providers of special needs groups to assist in the identification and analysis of constraints to the provision of housing for persons with disabilities. This is a developing program, and its implementation is ongoing.

#### **5. Locating and Retaining Affordable Housing**

The planning department currently retains a list of major agencies and organizations active in housing-related services in nearby cities and a list of regional, state, and federal offices providing project funding and individual assistance. In particular, persons requesting information or assistance relative to fair housing discrimination complaints shall be referred to the County Community Services Department and provide State and Federal information concerning Fair Housing Law and rights.

To address the needs of extremely low-income, very low-income, low-income, and moderate-income households, the Town will identify and meet with property owners and nonprofit builders annually who specialize in building housing for extremely low-income households including those with special needs and veterans. This effort is designed to build a long-term partnership in development, assist potential developers in gaining access to specialized funding sources, identify the range of local resources and assistance needed to facilitate the development of housing for extremely low-income households and to promote a variety of housing types, including higher density, multi-family, and shared housing.

#### **6. Policies Recommended by Housing Advocates.**

At the time of this draft, staff is awaiting written comments from housing advocates. On May 6, 2022, staff presented the 2023 Housing Element "Goals, Policies, Programs, and Objectives" to San Mateo County Equity Advisory Group (the Group). A summary from that meeting is provided below:

- There was concern that the Town did not have a displacement strategy for low-income households described in town's "Goals, Policies, Programs, and Objectives". While staff did not cover displacement strategies in the presentation, in Table H-44: AFFH Action Plan (page 49), Action Area 3 addresses this concern, and Action 3.1 provides guidance.
- There was a comment regarding code enforcement and nuisance abatement. The Group would like to see equitable ways for households that are extremely low-, very low-, and low-incomes. Staff responded with Program 7.4 (page 92) Organizing Community Clean Up Days. This program is aimed to promote rehabilitation, renovation, and home care. The Town provided painting and other renovation supplies and organizing volunteers.
- There was a comment from Housing Leadership Council of San Mateo County (HLC) regarding funding for affordable housing development. HLC recommended that the Town includes in its 2023-2031 Housing Element for the commitment to exploring local funding sources that lead to affordable housing development. Staff will consider the input by HLC during the final efforts for the Update.
- Peninsula for Everyone group inquired about the density for parcels along El Camino Real, specifically close to Colma BART. Staff identified the parcel at El Camino Real and F Street as 30 dwelling units per acre. Peninsula for Everyone suggested to look at 50 dwelling units per acre to include more affordable housing units.
- There was an inquiry about the Town's strategy for multi-language outreach specifically towards those who are unaware of renter's rights, programs, and policies. Also mentioned these households are typically from extremely low- to low-income households that may not speak English. Staff responded that flyers mailed to households marketing the 2023-2031 Housing Element included sections written in Chinese, Spanish, and Tagalog - providing translation services through ABAG. As of May 6, 2022, there were no requests for assistance from the community.

## **COUNCIL ADOPTED VALUES**

The recommendation is consistent with the Council's value of *vision* in considering the broader regional and statewide implications of the town's decisions and issues.

## **CONCLUSION**

Staff recommends that the City Council consider the staff report and staff presentation, receive comments from the public and housing advocates, and direct the City Manager to transmit the Housing Element to HCD.

## **ATTACHMENTS**

A. Draft Housing Element







# DRAFT Housing Element

## TOWN OF COLMA 2023-2031

## INTRODUCTION

Section 65302(c) of the California Government Code requires every county and city in the state to include a housing element as part of their adopted general plans. In stipulating the content of this element, Article 10.6 of the Government Code indicates that the element shall consist of “an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing.” Housing element law mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community.

## PURPOSE OF THE HOUSING ELEMENT

The purpose of the 2023 Housing Element of the Town of Colma General Plan is to plan for the Town’s housing needs and establish the housing-related goals, objectives, and programs necessary to allow for and encourage the development and maintenance of housing for all economic segments of the community over the 2023 – 2031 planning period. The Housing Element is designed to comply with State Housing Element Law and guidelines for the preparation and adoption of Housing Elements.

## SETTING, CONTEXT AND HOUSING NEED

Colma’s location just south of San Francisco and Daly City makes it a desirable and slightly more affordable location to live than San Francisco, with easy transit into San Francisco from

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the Colma and South San Francisco BART stations. Colma is also a regional shopping destination for automobiles and retail goods. Colma has limited land available for new development given that about 75% of its two square miles is devoted to cemetery land uses. Remaining land uses include developed residential properties and commercial uses.

The San Francisco Bay Area continues to be one of the most desirable and expensive real estate markets in the country. Despite the economic downturn and a lowering of housing prices that began in 2008, rents generally continued to rise throughout the region. Housing sales prices have regained losses associated with the recession and most Bay Area homes are too expensive for families with average household incomes to afford. Despite its small size and limited land resources, opportunities exist within Colma to provide new and affordable housing with good transit access.



*The Town's historic cemetery uses make Colma a truly unique community, but also place constraints on the development of housing. Here townhomes in the Villa Hoffman development look out over Olivet Cemetery.*

In a collaborative process, the 20 cities of San Mateo County and the County of San Mateo formed a countywide "Sub-region," an ad-hoc joint powers authority formed to specifically administer ABAG's Regional Housing Needs Allocation (RHNA) process. From this process, it was

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determined that Colma's allocation for the 6<sup>th</sup> RHNA cycle is 202 units, 106 of which are allocated as units affordable to moderate, low, and very-low income households. The RHNA applies to the years 2023 to 2031. A total of 75 units have been developed within Colma since 2015, meeting the 2015-2023 5<sup>th</sup> cycle RHNA. Colma has the capacity for these 202 units through the development of vacant and underutilized parcels located throughout the Town. Colma has also adopted goals, policies and programs to encourage and facilitate the development of these units.

Development of an additional 202 units before the close of the planning period is feasible (since the sites are zoned for housing and mixed-use commercial) but construction before the end of the planning period is unpredictable due to the economy. Colma, however, faces significant non-governmental constraints to the development of housing units, the most pressing and unique of which is Colma's cemetery land uses. Cemetery and related land uses comprise approximately 75% of the Town's total land area, and are an historic use in Colma, a Town originally incorporated to protect cemetery land uses and accommodate the regional need for these uses. By State law, the dedication of property for cemetery uses makes these lands unavailable for housing projects.

Cemeteries tend to suffer from vandalism when residential uses are built nearby. Furthermore, some cultural groups and some individuals may avoid living near cemeteries if possible; however, Colma's cemeteries are easily visible from many development sites within the Town. Cemetery uses also place fiscal constraints on the Town, which receives no tax revenue from cemetery uses or burials. This financial constraint increases the dependence of the Town on its regional commercial and retail uses to fund Town services. See the Governmental Constraints Section and Non-Governmental Constraints Section for more information regarding constraints to residential development in Colma.

## CONTENTS AND ORGANIZATION OF THE HOUSING ELEMENT

The contents of the 2023 Housing Element include an analysis of population, employment and housing trends, an evaluation of housing needs, statements of goals and policies, a schedule of programs and actions, and an estimate of the number of housing units the Town expects to be developed, improved and maintained in the local housing stock. Programs and policies in the 2015 - 2023 Housing Element were evaluated and modified where necessary to reflect changing market conditions and policy priorities. The Housing Element is organized into the following sections:

- Introduction to the Housing Element
- Population, Housing and Employment Trends
- Existing and Projected Housing Needs
- Ability to Meet Housing Needs
- Evaluation of Housing Programs
- Housing Program Strategy

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- Housing Goals, Policies, and Programs

## BACKGROUND AND HISTORY OF THE HOUSING ELEMENT

The Town of Colma has previously adopted several Housing Elements, as follows:

- 1991 Housing Element (1988-1995 Planning Period);
- 1999 Housing Element (prepared with comprehensive General Plan update, 1995-1999 Planning Period);
- 2004 Housing Element (1999-2007 Planning Period);
- 2009 Housing Element (2007-2014 Planning Period; adopted October 2012); and
- 2015 Housing Element (2015-2023 Planning Period; January 2015)

When referred to in the text of this document, previous Housing Elements will be referenced primarily by date and title and not planning period. This Housing Element is an update and revision of the 2015 Housing Element, adopted in January 2015. This current Housing Element is titled and referenced as the 2023 Housing Element throughout this document. The State of California requires housing element updates at regularly designated time periods or when a city or town makes any change in its policies, zoning and land use designations. State law mandates that all cities in the San Francisco Bay Area submit an adopted housing element by January 31, 2023 which takes into account the housing needs assessment numbers allocated to the jurisdiction by the Association of Bay Area Governments, or ABAG for 2023 through 2031.

To meet this requirement, policies from the 2015 Housing Element were reviewed, projected housing needs of all economic segments of Colma evaluated, and new policies and programs aimed at the preservation and improvement of housing have been developed.

## RELATED PLANS AND PROGRAMS

### Relationship to other General Plan Elements

The Housing Element is closely related to the Land Use, Conservation/Open Space and Circulation Elements of the Town of Colma General Plan.

The Land Use Element sets forth the amount and type of residential development permitted under the General Plan, thereby establishing housing opportunity in Colma. In addition, the Land Use Element contains policies directed at maintaining the existing housing stock, as well as ensuring the quality of new residential development. The adopted 2040 General Plan Update (March 2022) includes a newly created Commercial Overlay Districts including a 40-acres designated area north of Hillside Boulevard and to the west of Lawndale Boulevard, in addition to a vacant 3.07-acre parcel on the north side of Town east side of El Camino Real and south of BART rail road track.



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The Circulation Element contains policies to minimize traffic spillover into residential neighborhoods and includes complete street considerations for alternate transportation such as transit, bicycling and walking. The Conservation/Open Space Element establishes policies to minimize the impact of residential development on sensitive resources, such as ecological habitat, and scenic viewsheds.

Finally, the Safety Element sets forth policies to ensure the safety of the Colma's housing stock through such measures as mitigation of environmental hazards as a condition to development.

The Housing Element has been reviewed for consistency with Colma's other General Plan elements, and the policies and programs in this Element reflect the policy direction contained in other parts of the General Plan. As portions of the General Plan are amended in the future, this Housing Element will be reviewed to ensure that internal consistency is maintained – that it is entirely consistent with the policies and proposals set forth by the Plan.

Pursuant to Government Code Section 65400, the Town will annually review its progress in implementing this Housing Element and ensuring consistency between this and the City's other General Plan Elements.

### **Climate Action Plan**

The Town of Colma joins a growing number of California cities which have adopted a Climate Action Plan to reduce greenhouse gas emissions and meet State emission reduction targets. The Town adopted the Plan in May of 2013. The Plan includes programs such as energy efficiency, water conservation, and improved recycling programs for residents and businesses. Colma will also see an increase of bicycle lanes, green business program participation and a new green building program. These programs not only reduce emissions, they also help residents and businesses save money and conserve natural resources.

The 2023 Housing Element is fully consistent with the Climate Action Plan. Housing Element policies that encourage the maintenance and upgrades to existing residences are inherently sustainable since new resources are not used to reconstruct units. New housing units will be required to be constructed to the latest energy and water saving standards, which will make them efficient and economical to maintain.

### **HOPE Plan to End Homelessness**

HOPE (Housing Our People Effectively) is a ten-year action plan initiated by San Mateo County that brings together the business, nonprofit, and public sector communities to address the challenging issue of homelessness. This plan reflects the Board of Supervisors' goal that housing should exist in our community for people at all income levels and all generations of families, including those who are extremely low-income or who are homeless. To end homelessness, San Mateo County must follow the housing strategy successfully documented in other communities around the country. The HOPE Plan is built around the following two key strategies:

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- Housing - increasing the supply of permanent affordable and supportive housing for people who are homeless and developing strategies to help them move into housing as rapidly as possible; and
  - Prevention - prevent individuals and families from becoming homeless in the first place by assisting them to maintain their housing. These goals are consistent with the Town of Colma Housing Element.

### **Grand Boulevard Initiative**

The Grand Boulevard Initiative is a coordinated effort of 19 cities (including Town of Colma), San Mateo and Santa Clara counties, and local and regional agencies united to improve the performance, safety, and aesthetics of El Camino Real. Starting at the northern Daly City boundary (where it is named Mission Street) and ending near the Diridon Caltrain Station in central San Jose (where it is named The Alameda), the initiative brings together for the first time all of the agencies having responsibility for the condition, use, and performance of the El Camino Real. The Grand Boulevard Initiative looks to transform El Camino Real from a suburban, low-density strip commercial highway to vibrant, mixed-use pedestrian-friendly boulevard and destination that links regional transportation improvements and local economic development efforts.

Within Colma, much of the El Camino Real is dedicated to cemetery uses and the Town desires development that is respectful of this established land use. However, opportunities exist on the northern edge of Colma for the development of housing across the street and adjacent to the Colma BART station and to the south on Mission Road.

### **Plan Bay Area and Priority Development Areas**

Plan Bay Area (Plan) is an integrated transportation and land-use strategy through the year 2040 that marks the Bay Area's nine-county first long-range plan to meet the requirements of California's landmark 2008 Senate Bill 375. This bill calls on each of the state's 18 metropolitan areas to develop a Sustainable Communities Strategy (SCS) to accommodate future population growth and reduce greenhouse gas emissions from cars and light trucks. Working in collaboration with cities and counties, the Plan advances initiatives to expand housing and transportation choices, create healthier communities, and build a stronger regional economy.

The Plan was prepared by the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) and approved in July of 2013. It is the long-term regional land-use and transportation strategy for the Bay Area, and Transportation funding from state and federal sources will be distributed consistent with the plan. In addition, it will be used to determine housing needs allocations for Bay Area jurisdictions, including Colma.

The El Camino Real corridor and is in a "Priority Development Area" (PDA) along which most of the new residential development in San Mateo County is expected to be created. The defined

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¼-mile buffer encompassing El Camino Real from Daly City to San Jose is a planned PDA to encourage and leverage future growth near transit in existing communities.

All of Colma's new housing is anticipated to be within the PDA area, on El Camino Real or on Mission Road. By placing new housing in this corridor, residents will benefit from viable transit options for local and regional travel.

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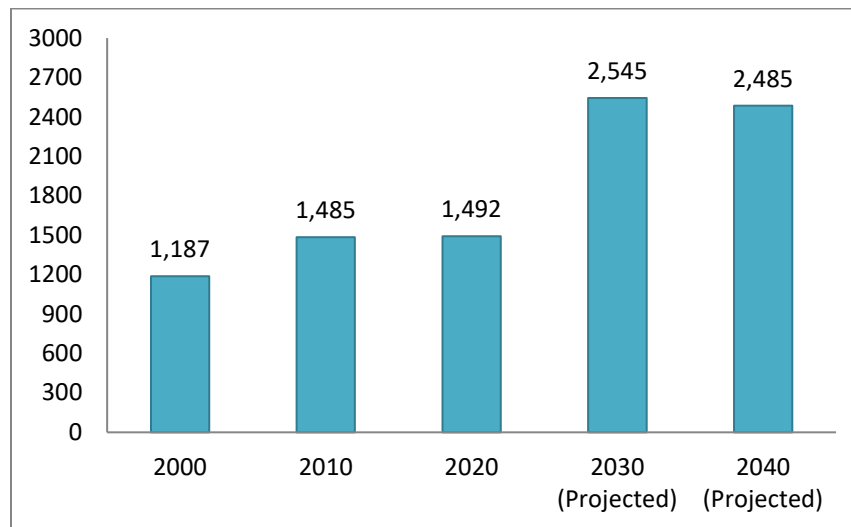
## POPULATION, HOUSING AND EMPLOYMENT TRENDS

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### GENERAL DEMOGRAPHICS AND PROJECTIONS SUMMARY

Colma is a town of 1,492 residents according to US Census, 2020 American Community Survey estimates from January 2013. Between 2010 to 2020, Colma's small population grew from 1,454 to 1,492: increasing by 38 residents or 3 percent. ABAG predicts Colma will continue to grow over the next 20 years, albeit not as rapidly, to reach a population of 2,485 in 2040.

Table H-1: Colma's Population Growth



**Table H-2: San Mateo County and State Population Growth**

	Number			Percent Change		
	Colma	County	State	Colma	County	State
2000	1,187	707,163	33,871,648	8%	9%	14%
2010	1,485	718,451	37,253,956	22%	2%	10%
2020	1,492	765,623	39,346,023	3%	7%	6%
2030 (Projected)	2,545	853,260	x	70%	11%	x
2040 (Projected)	2,485	916,590	x	-2%	7%	x

Source: Association of Bay Area Governments, Projections 2040; US Census, 2020 American Community Survey 5-Year Estimates

Colma is more diverse than San Mateo County as a whole. Only 45 percent of the residents are white (compared to well over half in the county) and 36 percent are Asian. Over the past decade, the white population has increased, while the Asian population has declined. Approximately a quarter of the residents are non-white or more than one race. Additionally, 37 percent of the population is Hispanic. Latino or Hispanic is not a separate racial category on the American Community Survey, and so all individuals who identify as Latino or Hispanic also belong to another racial category as well (i.e.- black, white, other etc.).

**Table H-3: Race and Ethnicity**

Race and Ethnicity	Colma	County	State
White	45%	48%	56%
Black	3%	2%	6%
Asian	36%	29%	15%
Other	10%	11%	14%
More than one Race	7%	8%	8%
Hispanic	37%	24%	39%
Not Hispanic	63%	76%	61%
Total population	1,492 *	765,623	39,346,023

Source: Source: US Census, 2020 American Community Survey 5-Year Estimates

The average age in Colma has increased notably over the past decade. In 2010, the median age was 31 but in 2020 it was 36. This appears to be due to a growth in the 45-59 segments of the population, which grew from one-fifth of the total population in 2010 to a fourth in 2020.



Almost 24 percent of Colma's population is comprised of children under 19, and 18 percent of the population includes seniors over the age of 60.

**Table H-4: Age of Residents**

Age	2010	2020		
	Colma	Colma	County	State
Under 5 years	9%	8%	6%	6%
5 to 19 years	18%	16%	16%	19%
20 to 34 years	33%	24%	20%	22%
35 to 44 years	12%	9%	14%	13%
45 to 59 years	17%	25%	20%	19%
60 to 74 years	8%	12%	15%	12%
75 years and over	3%	6%	7%	6%
Median age	31	36	40	36
Total population	1,454	1,492 *	720,143	37,330,448

Source: Source: US Census, 2020 American Community Survey 5-Year Estimates

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# HOUSING SAN MATEO COUNTY'S WORKFORCE

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## INCOME CATEGORIES

The U.S. Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) use household income categories to help standardize analysis of housing needs. The income categories are summarized below and are based on a household's percentage of San Mateo County's Area Median Income (AMI).

Table H-5: Income Category Definitions

Income Category	Definition
Extremely Low	Below 30% of area median income
Very Low	30%-50% of area median income
Low	50%-80% of area median income
Moderate	80%-120% of area median income
Above Moderate	Above 120% of area median income

HCD uses these categories, sometimes with minor adjustments, to establish the annual income limits for San Mateo County, as shown in the table below.

Table H-6: San Mateo County Income Limits (2021)

Income Category	Number of Persons Per Household (Maximum Income)				
	1	2	3	4	5
Extremely Low	\$38,400	\$43,850	\$49,350	\$54,800	\$59,200
Very Low	\$63,950	\$73,100	\$82,250	\$91,350	\$98,700
Lower Income	\$102,450	\$117,100	\$131,750	\$146,350	\$158,100
Median Income	\$104,700	\$119,700	\$134,650	\$149,600	\$161,550
Moderate Income	\$125,650	\$143,600	\$161,550	\$179,500	\$193,850

Source: HCD State Income Limits 2021 and State CDBG and HOME Income Limits also available at <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

The table on the following page shows Plan Bay Area projections (approved November 2018) for housing units, households and local jobs. The following tables are ABAG Projections 2040, which provide more detailed information on household characteristics, types of jobs, etc. ABAG

Projections 2040 provide an indicator of trends and conditions in San Mateo County and its jurisdictions.

ABAG Projections 2040 are based on 2015 demographic data taken directly from the U.S. Census. The 2015 employment data are derived from (1) California County-Level Economic Forecast, 2017-2050, California Department of Transportation; (2) Bay Area Job Growth to 2040: Projections and Analysis, Center for Continuing Study of the California Economy; and (3) U.S. Bureau of Labor Statistics and the U.S. Census Bureau's 2013-2015 ACS.

**Table H-7: ABAG/MTC Plan Bay Area Projections for Housing, Households and Jobs (2020-2040)**

City	Housing Units		% Change	Households		% Change	Jobs		% Change
	2020	2040		2020	2040		2020	2040	
Atherton	2,560	2,560	0%	2,470	2,460	-1%	2,140	2,165	+2%
Belmont	11,085	11,775	+6%	10,910	11,620	+7%	9,240	9,430	+2%
Brisbane	6,500	6,670	+3%	6,360	6,410	+1%	6,590	16,870	+155%
Burlingame	13,110	14,010	+7%	12,755	13,735	+8%	32,335	42,625	+32%
Colma	860	940	+9%	835	940	+13%	4,070	4,315	+6%
Daly City	34,500	36,360	+5%	33,615	35,775	+6%	18,370	22,480	+22%
East Palo Alto	7,730	8,705	+13%	7,610	8,675	+14%	5,810	6,660	+15%
Foster City	13,310	15,365	+15%	13,055	15,110	+16%	23,700	27,250	+15%
Half Moon Bay	4,790	4,790	+0%	4,590	4,585	-1%	5,290	5,375	+2%
Hillsborough	4,000	4,015	+1%	3,895	3,910	+1%	2,210	2,265	+3%
Menlo Park	15,650	18,045	+15%	15,390	17,680	+15%	36,410	42,475	+17%
Millbrae	8,470	10,050	+19%	8,235	9,725	+18%	6,570	11,595	+76%
Pacifica	14,565	14,800	+2%	14,155	14,520	+3%	6,160	7,115	+16%
Portola Valley	1,855	1,855	+0%	1,800	1,800	0%	1,520	1,520	0%
Redwood City	31,540	38,640	+23%	30,820	38,085	+24%	71,050	86,720	+22%
San Bruno	15,345	18,310	+19%	14,890	17,935	+20%	14,645	14,780	+1%
San Carlos	13,725	14,060	+3%	13,575	13,985	+3%	17,800	19,135	+8%
San Mateo	43,870	51,400	+17%	43,035	50,830	+18%	62,570	68,010	+9%
South San Francisco	22,700	25,715	+13%	22,155	25,305	+14%	46,365	54,230	+17%
Woodside	2,205	2,210	+1%	2,130	2,125	-1%	2,000	1,995	-1%
Unincorporated	22,845	23,480	+3%	21,980	22,755	+4%	24,430	25,045	+3%
County Total	291,195	323,755	+11%	284,260	317,965	+12%	399,275	472,045	+18%
SMC Change (2010-2040)		+32,560			+33,705			+72,770	

Source: Plan Bay Area 2040, Final Forecast of Jobs, Population and Housing,



Table H-8: Projections for Population, Households and Total Jobs (2010-2040)

Geographic Area	2010	2015	2020	2025	2030	2035	2040	2010-2040 Change
<b>Bay Area Regional Total</b>								
Population	7,150,740	7,573,915	7,920,230	8,284,200	8,689,440	9,142,745	9,652,950	2,502,210
Households	2,606,290	2,678,810	2,881,965	3,009,055	3,142,015	3,281,130	3,426,700	820,410
Persons Per Household	2.69	2.77	2.69	2.70	2.71	2.73	2.76	0.07
Employed Residents	3,506,680	3,894,850	4,147,000	4,270,595	4,397,865	4,528,925	4,663,900	1,157,220
Jobs	3,451,820	4,026,060	4,136,190	4,267,760	4,405,125	4,548,565	4,698,375	1,246,555
Jobs/Employed Residents	.98	1.03	.99	.99	1.0	1.0	1.01	0.03
<b>San Mateo County</b>								
Population	718,450	757,895	796,925	816,460	853,260	878,020	916,590	198,140
Households	257,835	270,715	284,260	290,330	302,520	308,410	317,965	60,130
Persons Per Household	2.75	2.76	2.77	2.78	2.78	2.81	2.84	0.09
Employed Residents	367,940	396,885	415,275	420,235	433,655	437,190	446,040	78,100
Jobs	347,860	385,770	399,275	415,305	423,005	436,205	472,045	124,185
Jobs/Employed Residents	.95	.97	.96	.99	.98	1.00	1.06	0.11
% of Bay Area Population	10.0%	10.0%	10.0%	9.8%	9.8%	9.6%	9.4%	-0.6%
% of Bay Area Jobs	10.0%	9.5%	9.7%	9.7%	9.6%	9.6%	10.0%	0%
<b>Colma Planning Area (City Limits)</b>								
Population	1,485	1,485	1,492	2,500	2,545	2,690	2,485	1,000
Households	430	795	835	880	895	935	940	510
Persons Per Household	3.31	2.86	2.82	2.81	2.82	2.85	2.62	-0.69
Employed Residents	1,035	1,175	1,185	1,215	1,225	1,225	1,130	95
Jobs	3,935	4,065	4,070	4,150	4,195	4,270	4,315	380
Jobs/Employed Residents	3.80	3.46	3.43	3.42	3.42	3.49	3.82	0.02
% of County Population	0.2%	0.2%	0.2%	0.3%	0.3%	0.3%	0.3%	0.1%
% of County Jobs	1.1%	0.8%	1.1%	0.9%	0.9%	0.9%	0.9%	0.2%

Source: Plan Bay Area 2040 Model Estimates

Table H-9: Projections for Types of Jobs (2010-2040)\*

Job Industry	2010	2015	2020	2025	2030	2035	2040	2010-2040 Change
<b>Bay Area Regional Total</b>								
Agriculture and Natural Resources	22,800	24,990	24,865	24,740	24,620	24,500	24,380	1,580
Mfg, Wholesale and Transportation	525,685	524,475	523,320	522,175	521,025	519,885	518,740	-6,945
Retail	325,645	356,555	364,515	372,655	380,975	389,480	398,175	72,530
Health, Educ. and Recreation Service	998,125	1,112,930	1,178,130	1,247,145	1,320,205	1,397,545	1,479,410	481,285
Financial and Professional Services	817,405	1,138,830	1,174,370	1,211,020	1,248,815	1,287,790	1,327,980	510,575
Information, Government and Construction	733,180	852,355	870,990	890,030	909,490	929,365	949,685	216,505
Total Jobs	3,422,845	4,010,135	4,136,190	4,267,760	4,405,125	4,548,565	4,698,375	1,275,530
Total Employed Residents	3,376,380	4,026,995	4,147,000	4,270,595	4,397,865	4,528,925	4,663,900	1,287,520
<b>San Mateo County</b>								
Agriculture and Natural Resources	2,305	2,475	2,460	2,455	2,450	2,435	2,440	135
Mfg, Wholesale and Transportation	63,720	58,320	55,850	53,595	51,240	49,430	48,305	-15,415
Retail	34,625	36,515	37,530	38,120	39,220	39,420	39,675	5,050
Financial and Professional Services	91,670	124,590	130,365	140,750	145,610	151,195	169,620	77,950
Health, Educ. and Recreation Service	90,695	96,840	104,175	110,690	114,890	120,415	134,400	43,705
Information, Government and Construction	60,325	67,025	68,900	69,695	69,595	73,305	77,605	17,280
Total Jobs	343,335	385,770	399,275	415,305	423,005	436,205	472,045	128,710
Total Employed Residents	332,760	396,885	415,275	420,235	433,655	437,190	446,040	113,280
Ratio of Jobs to Employed Residents	1.03	.97	.96	.99	.98	.99	1.06	0.03

\*Continued on next page

Job Industry	2010	2015	2020	2025	2030	2035	2040	2010-2040 Change
<b>Colma Planning Area (City Limits)</b>								
Agriculture and Natural Resources	0	5	5	5	5	5	5	5
Mfg, Wholesale and Transportation	160	165	150	150	150	155	155	-15
Retail	2,030	2,075	2,180	2,285	2,325	2,395	2,435	405
Financial and Professional Service	115	145	140	140	140	140	140	25
Health, Educ. and Recreation Service	1,180	1,215	1,160	1,135	1,135	1,130	1,135	-45
Information, Government and Construction	430	460	440	440	440	445	450	20
Total Jobs	3,915	4,065	4,070	4,150	4,195	4,270	4,315	400
Employed Residents	970	1,175	1,185	1,215	1,225	1,225	1,130	160
Ratio of Local Jobs to Employed Residents	4.04	3.46	3.43	3.42	3.42	3.49	3.82	-0.22

Source: Plan Bay Area 2040 Model Estimates

Though San Mateo County has a robust economy, much of its workforce cannot afford to live within the county. Job growth has been strong, although cyclical over the past 10 years, and is projected to continue. Housing development has not kept up the pace with the growth in local jobs. According to ABAG/MTC Staff and Baird + Driskell Community Planning (Housing Needs Data Report, 2021), The number of homes in Colma increased 15.9%, from 2010 to 2020, which is above the growth rate for San Mateo County and above the growth rate of the region's housing stock during this time period.

A home meets the standard definition of affordability if it does not cost more than 30 percent of a household's income. A household that spends more than 30 percent of its gross income on housing is considered to be overpaying for housing. Housing that costs more than 30% of household income is a more acute problem for lower income households, since there is less discretionary money for other necessities.

While individual household income conditions vary, an example can be useful to illustrate affordability conditions for a low-income family in San Mateo County. A four-person family with one parent working full-time as a cook and the other parent working in retail, can afford a monthly rent of about \$1,690 and a home sales price of \$274,650. A single parent family with the adult working as a police officer would be considered moderate income and can afford a monthly rent of about \$2,505 and a home costing \$407,053. Neither of these example households can afford San Mateo County's median condominium, costing \$910, or single-family

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home, which costs \$1,891,500 (SAMCAR). the example single-parent family also cannot afford the median county rent of \$2,618.

Other examples of affordable home sales and rents based on occupation are shown in the table below.

**Table H-10: Home Affordability by Occupation (2021)**

Occupation	Annual Salary	Affordable Home	Affordable Rent
Elementary School Teacher	\$76,136	\$288,697	\$1,777
Police Officer	\$107,349	\$407,053	\$2,505
Cook	\$33,550	\$127,217	\$783
Retail Salesperson	\$38,883	\$147,440	\$907
Registered Nurse	\$131,263	\$497,731	\$3,063

Source: HCD State Income Limits 2021; [www.hsh.com/calc-howmuch.html](http://www.hsh.com/calc-howmuch.html)

Maximum Affordable House Price is based on the following assumptions: 5% interest rate; 30-year fixed loan; 50% Yearly Salary as Down Payment; 1% property tax; PMI, .5% insurance rate; and no other monthly payments/debt.

Colma has more than three times as many jobs as residents, with approximately 4,070 jobs in the town. Colma serves as a regional shopping destination for retail goods and used and new automobiles and automobile services. In addition, Colma serves a regional need for cemetery land and associated services. The town also has a card room, Lucky Chances, which employs over 600 individuals. About 39 percent of the workers in the town make between \$1,251 and \$3,333/month, and 40 percent make more than \$3,333 per month. Almost all (93 percent) of the workers in Colma commute in from other cities to work, according to 2020 US census data.

According to ABAG projections, Colma can expect to see its workforce increase by 10 percent by 2040, with much of that job growth coming from the retail services sector.



Table H-11: Workforce Age, Salary and Education

Category	Colma	County
Jobs by Worker Age		
Age 29 or Younger	26%	20%
Age 30 to 54	46%	58%
Age 55 or Older	28%	22%
Salaries Paid by Jurisdiction Employers		
\$1,250 per Month or Less	21%	13%
\$1,251 to \$3,333 per Month	39%	21%
More than \$3,333 per Month	40%	67%
Jobs by Worker Educational Attainment		
Less than High School	15%	11%
High school or Equivalent, No College	17%	14%
Some College or Associate Degree	24%	22%
Bachelor's Degree or Advanced Degree	18%	34%
Educational Attainment Not Available	26%	19%
Total Workers	4,509	422,723

Source: 2019 U.S. Census On The Map

Note: Educational Attainment Not Available is for workers 29 and younger

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## HOUSEHOLD TRENDS AND CHARACTERISTICS

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In 2020, the estimated number of households within Colma was 480 per US Census data.

### OCCUPANCY CHARACTERISTICS

Colma has a relatively large average household size, at 3.08, but this size has increased since 2010 when it was 2.8. Households in renter-occupied units tend to be slightly larger at 3.12.

Table H-12 Household Size

Year	Household Size	Colma	County	State
2010	Average Household Size	2.8	2.7	2.4
2020	Average Household Size	3.08	2.87	2.9
	Owners Average Household Size	3.03	2.95	3.0
	Renters Average Household Size	3.12	2.75	2.9

Source: US Census, 2010 American Community Survey 5-Year Estimates  
2020 American Community Survey 5-Year Estimates

Colma has a high percentage of families with children: more than 30 percent of the households. An additional 38 percent of the population consists of families without children, this percentage has increased since 2010. Single people make up 20 percent of households.

Table H-13 Household Type

Household Type	Colma	County	State
Single person	20%	22%	24%
Family no children	38%	38%	34%
Family with children	34%	32%	34%
Multi-person, nonfamily	8%	8%	8%
Total households	485	263,351	13,103,114

Source: 2020 American Community Survey 5-Year Estimates

### Overcrowded Households

According to the U.S. Census Bureau, a unit is considered overcrowded if it the unit is occupied by more than 1.01 persons per room (excluding bathrooms and kitchens). Homes with more than 1.5 persons per room are considered severely overcrowded. Overcrowding increases

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health and safety concerns and stresses the condition of the housing stock and infrastructure. Overcrowding correlates strongly with household size, particularly for large households.

Colma has a small number of overcrowded homes. Almost 3 percent of owner-occupied homes, or 7 homes, are overcrowded. The vast majority of rental homes are not overcrowded, however, nine homes are considered overcrowded, and zero homes are extremely overcrowded. The percent of overcrowded households has decreased since 2010, when close to 15 percent of the homes were considered overcrowded.

**Table H-14 Number of Overcrowded Units**

Occupant	Overcrowded	Occupied Homes	Percent		
			Colma	County	State
Owner	Not overcrowded	222	97%	97%	96%
	Overcrowded	7	3%	2%	3%
	Extremely overcrowded	0	0.0%	1%	1%
Renter	Not overcrowded	232	96%	85%	87%
	Overcrowded	9	4%	8%	8%
	Extremely overcrowded	0	0%	7%	5%

*Source: US Census, 2020 American Community Survey 5-Year Estimates*

*Note: 0-1 people per room is not overcrowded, 1-1.5 people per room is overcrowded, more than 1.5 people per room is extremely overcrowded*

## **Trends in Household Income and Tenure**

Colma's median household income is \$118,750, below the countywide average of \$128,091. Just over 40 percent of Colma's households make more than a moderate income, and another 43 percent of Colma's households are lower income. 16 percent of all households are considered low-income, 11 percent are very low income, and 16 percent are extremely low income.

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Table H-15: Households by Income

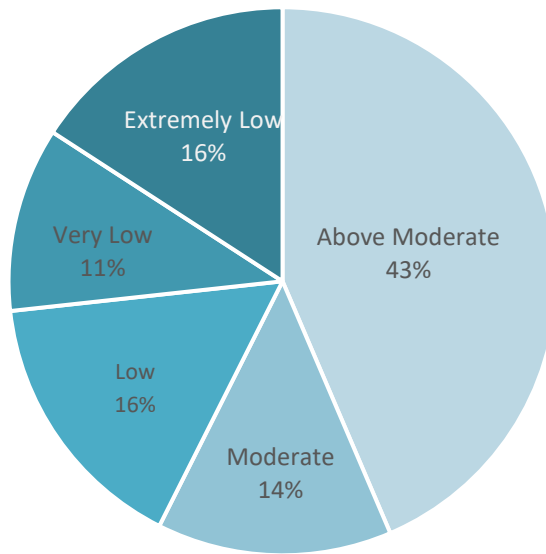


Table H-16: Household Income

Income	Colma	County	State
Under \$25,000	8%	9%	16%
\$25,000 to \$34,999	3%	4%	7%
\$35,000 to \$49,999	3%	6%	10%
\$50,000 to \$74,999	12%	10%	15%
\$75,000 to \$99,999	14%	10%	12%
\$100,000+	59%	61%	40%
Poverty Rate	8.9%	6.7%	12.6%
Total	485	263,351	13,103,114
Median Income 2011	\$86,640	\$91,958	\$63,816
Median Income 2020	\$118,750	\$128,091	\$78,672

Source: US Census, 2020 American Community Survey 5-Year Estimates Note:  
Adjusted for inflation to 2020 dollars

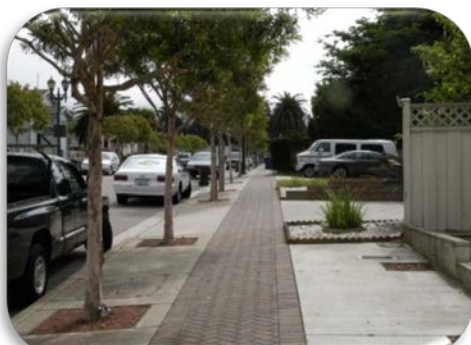
Table H-17: Households by Income and Tenure

Occupant	Extremely Low	Very Low	Low	Moderate	Above Moderate
Owner	20%	50%	66%	38%	64%
Renter	80%	50%	33%	62%	36%
Total	75	50	75	65	210
% of all households	16%	11%	16%	14%	44%

Sources: CHAS Data 2014-2018

## HOUSING VALUES AND COSTS

With relatively few homes, housing price data for Colma is hard to come by. According to Zillow data from 2022, the median sale price for a home (including both multi-family and single-



The existing Sterling Park neighborhood was improved to include brick streets, sidewalks, landscaping, lighting and underground utilities.

family) in Colma is \$1,180,000. Colma's home prices are below countywide averages for single-family homes, yet above the prices for multi-family homes. Despite the seemingly more reasonable prices, the median home in Colma is unaffordable to most households making less than the median income.

**Table H-18: Ability to Pay for For-Sale Housing**

	Annual Income	Maximum Affordable Home Price	Median Home Sale Price	Affordability Gap
Single Person				
Extremely Low Income	\$38,400	\$142,016	\$1,180,000	-\$1,037,984
Very Low Income	\$63,950	\$236,509	\$1,180,000	-\$943,491
Low Income	\$102,450	\$378,895	\$1,180,000	-\$801,105
Median Income	\$104,700	\$387,216	\$1,180,000	-\$792,784
Moderate Income	\$125,650	\$464,697	\$1,180,000	-\$715,303
Four Person				
Extremely Low Income	\$54,800	\$202,669	\$1,180,000	-\$977,331
Very Low Income	\$91,350	\$337,844	\$1,180,000	-\$842,156
Low Income	\$146,350	\$541,253	\$1,180,000	-\$638,747
Median Income	\$149,600	\$553,272	\$1,180,000	-\$626,728
Moderate Income	\$179,500	\$663,853	\$1,180,000	-\$516,147

Source: HCD State Income Limits 2021 and State CDBG and HOME Income Limits [www.hsh.com/calc-howmuch.html](http://www.hsh.com/calc-howmuch.html)

Note: Maximum Affordable House Price is based on the following assumptions: 5% interest rate; 30-year fixed loan; 50% Yearly Salary as Down Payment; 1% property tax; PMI, .5% insurance rate; and no other monthly payments/debt.

Extremely limited rental data is available in Colma due to the very small number of homes. According to this limited data, Colma's rental prices for one and two-bedroom apartments are higher than the countywide averages for apartments of a similar size.

**Table H-19: Summary of 2022 Rents**

Bedrooms	Colma	County
Studio	x	\$2,025
One Bedroom	\$2,797	\$2,618
Two Bedroom	\$3,627	\$3,469
Three Bedroom	x	\$4,300
Four Bedroom	x	\$6,188

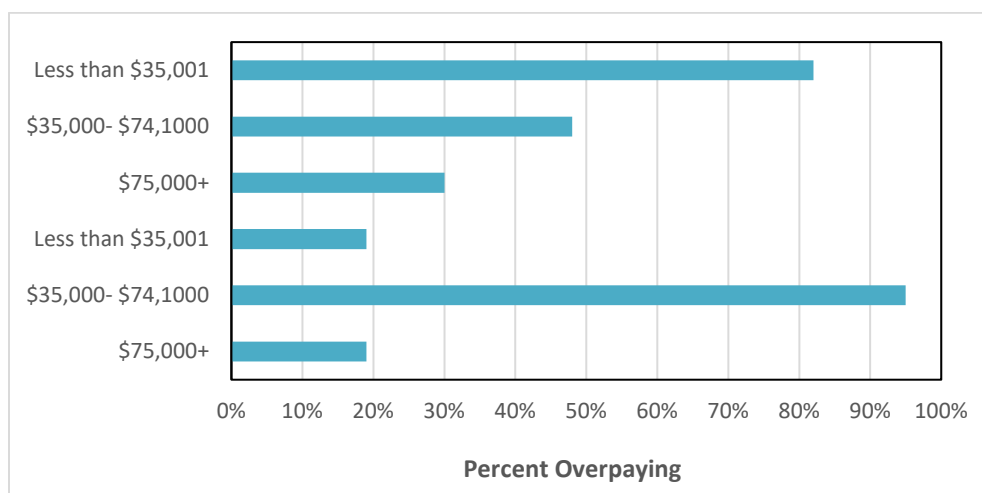
Source: Zumper Rent research

## Overpayment for Housing

A household is considered to be overpaying for housing if they spend more than 30 percent of their income on rent or mortgage payments. Almost 48 percent of Colma residents making under \$75,000 annually are overpaying for homeownership, and even 30 percent of those making more than \$75,000 are overpaying for their homes. Almost 95 percent of the lowest income renters, those making under \$35,000, are overpaying on rent, and almost 57 percent of those making under \$75,000 are overpaying as well.

If there is not enough affordable housing in Colma, lower-income people may choose to live elsewhere and commute into the city to work. Those who do live in Colma may live in overcrowded homes and have extremely limited money to dedicate towards other necessities such as food, transportation, and medical care. Extremely low-income households paying more than 50 percent of their income towards housing are at greater risk for becoming homeless.

**Table H-20: Households Overpaying for Housing by Income**



**Table H-21: Households Overpaying for Housing**

Occupant	Income	Colma		County	State
		Number	Percent	Percent	Percent
Owner-occupied	Less than \$35,000	9	82%	80%	73%
	\$35,000-\$74,999	16	48%	52%	48%
	\$75,000+	58	30%	20%	17%
Renter-occupied	Less than \$35,000	40	95%	91%	91%
	\$35,000-\$74,999	16	57%	88%	65%
	\$75,000+	30	19%	23%	15%

Source: 2020 American Community Survey 5-Year Estimates

Note: Excludes Households with no income or cash rent.

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# HOUSING CHARACTERISTICS

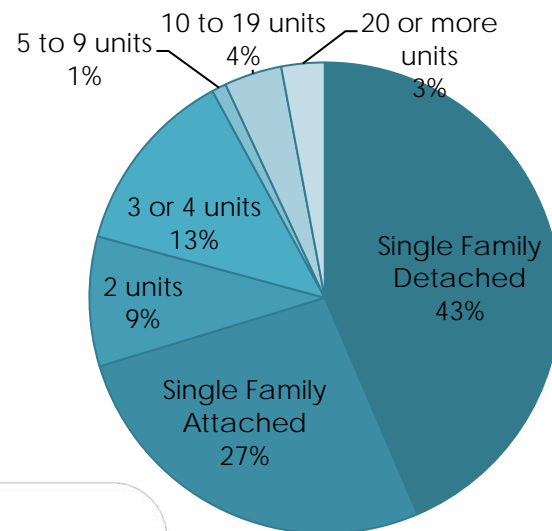
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## PHYSICAL CHARACTERISTICS

Colma's housing stock has grown even faster than its population. In 2010, Colma had 446 homes, and by 2020 it had 558 homes - an increase of 8 percent. Most of the homes in Colma are single-family detached buildings. There are two townhome/attached single family developments and a veterans housing development with a total of 147 units which account for 26% of the total housing units. Close to 47% of homes in Colma have three bedrooms. 41% of the homes have 1-2 bedrooms.

According to 2020 data from the American Community Survey, Colma has a vacancy rate of 13%. About 14 percent of those units are vacant for seasonal, recreational or occasional use. The other 86% are classified as "other vacant". The Census Bureau classifies vacant units as "other vacant" if they are vacant due to foreclosure, personal/family reasons, legal proceedings, repairs/renovations, abandonment, preparation for being rented or sold, or vacant for an extended absence for reasons such as a work assignment, military duty, or incarceration. A housing market with a vacancy rate under five percent is considered to be a tight market. Tight markets can lead to high housing prices and subsequent higher rates of overcrowding.

Table H-22: Building Type Chart



*A remodeled historic single family home (top) and duplex units (bottom) in Colma's Sterling Park neighborhood.*





Table H-23: Total Housing Units

Year	Colma		County		State	
	Number	Percent Change	Number	Percent Change	Number	Percent Change
2010	491	X	270,039	X	13,552,624	X
2020	558	17.0%	278,756	3.2%	14,210,945	5%

Source: US Census, 2010 American Community Survey 5-Year Estimates  
2010 US Census SF1, 2020 American Community Survey 5-Year Estimates

Table H-24 Tenure Type

Year	Occupant	Colma	County	State
2010	Percent Owners	53.6%	61.1%	57.4%
	Percent Renters	46.4%	38.9%	42.6%
2020	Percent Owners	49.5%	59.9%	55.3%
	Percent Renters	50.5%	40.1%	44.7%

Source: US Census, 2010 American Community Survey 5-Year Estimates  
US Census, 2020 American Community Survey 5-Year Estimates

Table H-25: Building Type

Building Type	Colma	County	State
Single Family Detached	43.9%	56.5%	57.7%
Single Family Attached	26.7%	8.4%	7.1%
2 units	8.8%	2.5%	2.4%
3 or 4 units	13.1%	4.5%	5.4%
5 to 9 units	0.7%	6.4%	5.9%
10 to 19 units	3.6%	5.9%	5.1%
20 or more units	3.2%	14.7%	12.6%
Mobile Home or Other	0%	1.2%	3.7%
Total	558	278,756	14,210,945

Source: US Census, 2020 American Community Survey 5-Year Estimates, Table DP04, Town of Colma Building Permit records, San Mateo County Assessor's Records

Table H-26: Bedrooms

Bedrooms	Colma	County	State
No bedroom	0%	4.9%	4%

1 bedroom	22.2%	15.2%	4.0%
2 bedrooms	19.2%	25.4%	4.3%
3 bedrooms	46.6%	33.0%	11.8%
4 bedrooms	10.0%	16.8%	19.1%
5	2.0%	4.7%	19.4%
Total	558	278,756	14,210,945

Source: US Census, 2020 American Community Survey 5-Year Estimates, Table DP04.

Table H-27: Vacancy Rate

Year	Colma	County	State
2010	4.3%	5.3%	8.6%
2020	13.1%	5.5%	7.8%

Source: US Census, 2010 American Community Survey 5-Year Estimates, Table DP04, US Census, 2020 American Community Survey 5-Year Estimates, Table DP04

## HOUSING CONDITIONS

In addition to issues with affordability and overcrowding, housing can have physical problems such as age or lack of facilities. One of the best ways to assess the condition of the housing stock is through a windshield tour. However, barring that, the census gives some useful information as to the status of the housing.

Approximately 35 percent of Colma's housing stock has been built since 2000. This is an extremely high percentage: for comparison only approximately nine percent of San Mateo County's housing stock has been built since 2000. An additional 48 percent of Colma's housing stock was built in the 1950s or earlier. Older housing can be more expensive to maintain and renovate.

The census tracks other housing problems, including a lack of plumbing and kitchen facilities and found four homes lacking complete kitchen facilities and four homes lacking telephone service in Colma.

Table H-28: Year Structure Built

	Colma	County	State
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Built in 2014 or more recently	0.4%	2.3%	2.4%
Built in 2010 to 2013	0.0%	1.6%	1.8%
Built in 2000s	34.9%	5.3%	10.9%
Built in 1990s	5.9%	6.2%	11.0%
Built in 1980s	7.3%	9.6%	15.1%
Build in 1970s	2.2%	17.3%	17.5%
Built in 1960s	0.9%	17.2%	13.2%
Built 1950s or Earlier	48.3%	40.5%	30.1%
Total	558	278,756	14,210,945

Source: US Census, 2020 American Community Survey 5-Year Estimates, Table DP04

Table H-29: Number of Potential Housing Problems

	Colma		County	
	Number	Percent	Number	Percent
Lacking complete plumbing facilities	0	0.0%	664	0.3%
Lacking complete kitchen facilities	4	0.8%	2,428	0.9%
No telephone service available	4	0.8%	3,384	1.3%

Source: US Census, 2020 American Community Survey 5-Year Estimates, Table DP04

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## BELOW MARKET RATE HOUSING TRENDS AND CHARACTERISTICS

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Units offered at rents or sale prices below that which they would command on the open market are referred to as “below-market rate” or BMR units. They are also often referred to as “affordable housing” units. Approximately 47 percent of Colma’s households make more than a moderate income, and another 42 percent of Colma’s households are lower income. Approximately 18 percent of all households are considered low-income, 11 percent are very low income, and 14 percent are extremely low income.

There are 18 units that were developed by the Town of Colma with monies from the Town’s general fund in the early 1990’s. The units, located along El Camino Real, are reserved for senior tenants. The below-market rate rents collected from these housing units are paid into the general fund. The Town also purchased one housing unit within a multi-unit complex at 1365 Mission Road and has dedicated it as a below-market rate unit, renting it to qualifying very low-to-moderate income households.

### POTENTIAL LOSS OF SUBSIDIZED UNITS

Government Code Section 65583 requires local jurisdictions to address the potential conversion of multi-family rental housing that receive governmental assistance under federal programs, state and local multi-family revenue bond programs, or local density bonus programs to no low-income housing use. There are no locally subsidized units at risk in Colma, as the Town has not issued mortgage revenue bonds, has not approved any density bonus units with financial assistance, and has not assisted multi-family housing with redevelopment or CDBG funds.

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## HOUSING NEEDS

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### DETERMINATION OF HOUSING NEEDS

The Regional Housing Needs Allocation (RHNA) process addresses housing needs across income levels for each jurisdiction in California. All the Bay Area’s 101 cities and nine counties are given a share of the Bay Area’s total regional housing need. The Bay Area’s regional housing need is allocated by the California Department of Housing and Community Development (HCD) and finalized through negotiations with the Association of Bay Area Governments (ABAG). San Mateo County jurisdictions, through a unique process different from other Bay Area counties, collaboratively developed a formula to divide up San Mateo County’s overall housing allocation among the 21 jurisdictions in the county.

Table H-30: Regional Housing Needs Allocation (2023-2031) – 6<sup>th</sup> Cycle

	Very Low Income (<50% of AMI)	Low Income (50-80% of AMI)	Moderate Income (80-120% of AMI)	Above Moderate Income (>120% of AMI)	Total
Atherton	94	54	56	144	348
Belmont	448	281	283	733	1,785
Brisbane	317	183	303	785	1,588
Burlingame	863	497	529	1,368	3,257
<b>Colma</b>	<b>44</b>	<b>25</b>	<b>37</b>	<b>96</b>	<b>202</b>
Daly City	1,336	769	762	1,971	4,838
East Palo Alto	165	95	159	419	829
Foster City	520	299	300	777	1,896
Half Moon Bay	181	104	54	141	480
Hillsborough	155	89	87	223	554
Menlo Park	740	426	496	1,284	2,946
Hillsborough	575	331	361	932	2,199
Pacifica	538	310	291	753	1,892
Portola Valley	73	42	39	99	253
Redwood City	1,115	643	789	2,041	4,588
San Bruno	704	405	573	1,483	3,165
San Carlos	739	425	438	1,133	2,735
San Mateo	1,777	1,023	1,175	3,040	7,015
South San Francisco	871	502	720	1,863	3,956
Woodside	90	52	52	134	328
Unincorporated	811	468	433	1,121	2,833

Source: Association of Bay Area Governments, Final RHNA Allocation Report 2023-2031

According to the RHNA, Colma will need to ensure there is land available for a total of 202 new units between 2023 and 2031. Approximately 48 percent of those units will be for households making more than moderate income, 18 percent will be for households making moderate income, 12 percent for low-income, and 22 percent for very low income

The housing policies and programs set forth in this document are intended to reach the local housing objective of 202 units within the 2023 to 2031 period.

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## SPECIAL HOUSING NEEDS

Certain groups have greater difficulty in finding decent, affordable housing due to their special circumstances. Special circumstances may be related to employment and income, family characteristics, disability, and household characteristics.

State Housing Element law states that special needs groups include the following: senior households, disabled persons, developmentally delayed persons, large households, female-headed households with children, students, homeless persons, and farmworkers. This section provides a discussion of the housing needs facing each group.

### HOUSING NEEDS FOR SENIOR RESIDENTS

Seniors face many housing challenges as they age, including a fixed budget, higher medical costs, and greater likelihood of disabilities. According to the US Census 2020 American Community Survey, it is estimated that 13.9% of Colma's population is over the age of 65 (about 208 individuals).



*The Town of Colma owns 18 Senior Housing Units, located on El Camino Real*

Almost a quarter of the seniors in Colma have incomes higher than \$100,000, but almost half the seniors have an income below \$50,000. The US Census 2020 American Community Survey estimates that approximately 20% of the population over the age of 65 in Colma are in poverty.

Seniors in Colma, like seniors in San Mateo County at large, are significantly more likely to be homeowners than renters. Thus, housing concerns for seniors in Colma might include retrofits to allow seniors to age in place (stay in their current home as they get older). Often, homeownership means greater housing security. According to ABAG MTC, all seniors making less than 30% of AMI are spending the majority of their income on housing. For seniors making more than 100% of AMI, 46.2% spend less than 30% of their income on housing and are considered not cost-burdened by housing costs.

As the large baby boomer population ages, Colma, like the rest of San Mateo County, is expected to see a growing senior population. According to the “Key Housing Trends in San Mateo County” document, the county can expect to see a 76 percent increase in the number of seniors. A key challenge in the coming years will be how to accommodate the needs of aging residents. For more information about senior trends and preferences, see the 2013 “Key Housing Trends in San Mateo” report in Appendix A.

**Table H-31: Senior Households by Tenure (2020)**

	Occupant	Colma	County	State
All Ages	Owners	49.5%	59.9%	55.3%
	Renters	50.5%	40.1%	44.7%
	Total	485	263,351	13,103,114
Age 65-74	Owners	54.3%	79.2%	75%
	Renters	45.7%	20.7%	25%
	Total	35	37,482	1,834,659
Age 75-84	Owners	57.7%	80.6%	75%
	Renters	42.3%	19.3%	25%
	Total	52	20,016	922,510
Age 85 +	Owners	62.5%	74.3%	68.3%
	Renters	37.5%	25.6%	31.7%
	Total	8	11,465	441,681

Source: US Census, 2020 American Community Survey 5-Year Estimates

Notes: Seniors are age 65 +

## PEOPLE LIVING WITH DISABILITIES

People with disabilities face many challenges when looking for housing. There is a limited supply of handicap accessible, affordable housing generally, and the supply is especially tight near transit. Being near transit is important because many people with disabilities cannot drive. People with disabilities are also often extremely low income due to the challenge of securing

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long-term employment, and to higher medical bills. Additionally, because some people with disabilities, particularly developmental disabilities, have lived with their parents and they often do not have rental or credit history. This makes it harder for them to compete for the limited housing that is available.

## PEOPLE WITH DEVELOPMENTAL DISABILITIES

SB 812 requires Housing Elements to include an analysis of the special housing needs of people with developmental disabilities. Additionally, SB 812 requires that individuals with disabilities receive public services in the least restrictive, most integrated setting appropriate to their needs.

California defines developmentally disabled as “severe and chronic disability that is attributable to a mental or physical impairment”. The disability must begin before the person’s 18th birthday, be expected to continue indefinitely, and present a substantial disability.” Some developmental disabilities cause mental retardation, and some do not. Common developmental disabilities include Down’s syndrome, autism, epilepsy, and cerebral palsy.

People with developmental disabilities in San Mateo County have various diagnoses. The common ones are summarized below. Because people can have multiple diagnoses, the numbers total more than 100 percent.

**Table H-32: Type of Developmental Disability (2020)**

Developmental Disability	Percent
Mild/Moderate Mental Retardation	43.3%
Autism	25.9%
Epilepsy	14.7%
Cerebral Palsy	14.4%
Severe/Profound Mental Retardation	9.5%

*Source: Golden Gate Regional Center, 2020 Performance Report*

People with developmental disabilities tend to be younger than the general population. There are several reasons for this. For some diagnoses there is a shorter life expectancy. More importantly, starting in the 1990s there was an “autism wave” with many more young people being diagnosed with the disorder, for reasons that are still not well understood. The racial demographics of the developmentally disabled population mirror that of the population of the Bay Area.



Table H-33: Age of People with Development Disabilities (2020)

Age Range	People with Developmental Disability
Under 18	4
Over 18	6

Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Age Group (2020)

Notes:

-The California Department of Developmental Services is responsible for overseeing the coordination and delivery of services to more than 330,000 Californians with developmental disabilities including cerebral palsy, intellectual disability, Down syndrome, autism, epilepsy, and related conditions.

-The California Department of Developmental Services provides ZIP code level counts. To get jurisdiction-level estimates, ZIP code counts were cross walked to jurisdictions using census block population counts from Census 2010 SF1 to determine the share of a ZIP code to assign to a given jurisdiction.

Many people with developmental disabilities are unable to secure long-term employment. This results in many people relying on Supplemental Security Income (SSI) and many earn 10-20 percent of the Area Median Income (AMI).

People with developmental disabilities have various housing needs and housing situations. All Colma residents with disabilities live with a parent or legal guardian.

Table H-34: Living Arrangements of People with Developmental Disabilities

Lives with	Number
Home of Parents/Family/Legal Guardian	9
Community Care Facility	0
Foster Family Home	0
Independent/Supportive Living	0
Intermediate Care Facility	0
All Others	0

Source: California Department of Developmental Services, Consumer Count by California ZIP Code and Residence Type (2020)

Notes:

-The California Department of Developmental Services is responsible for overseeing the coordination and delivery of services to more than 330,000 Californians with developmental disabilities including cerebral palsy, intellectual disability, Down syndrome, autism, epilepsy, and related conditions.

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*-The California Department of Developmental Services provides ZIP code level counts. To get jurisdiction-level estimates, ZIP code counts were cross worked to jurisdictions using census block population counts from Census 2010 SF1 to determine the share of a ZIP code to assign to a given jurisdiction.*

Trends that are affecting people with developmental disabilities include California's moves to reduce institutionalization, aging family caregivers not being able to continue providing in-house care and the growing wave of people with autism.

- **Deinstitutionalization** – In 1977, California, passed the Lanterman Developmentally Disabled Services Act, to minimize the institutionalization of developmentally disabled people, help them remain in their communities, and to allow them to live their lives as similar to non-disabled people as possible. To accomplish this, the state has been closing large institutional care facilities, resulting in more people with disabilities being integrated into the community. However, this has increased the demand for community based independent living options to serve the needs of the developmentally disabled.
- **Aging Baby Boomers Unable to Care for their Children with Developmental Disabilities** – As displayed in the table below, almost three quarters of people with developmental disabilities live with a parent or caregiver, and many of these caregivers are baby boomers. As these caregivers age their ability to continue to care for their developmentally disabled children will decrease to the point where it is no longer possible. This trend is also going to be a factor in the increased need for community-based independent living options for the developmentally disabled. Many service delivery systems and communities are not prepared to meet the increasing need.
- **Increasing Numbers of People with Autism** - There is a large number of people with developmental disabilities that have autism. They have been brought up as independent members of the community and want to remain independent and involved in the community. There is a coming need to supply community based independent living options for these individuals.

## OTHER DISABILITIES AND POLICY RECOMMENDATIONS

People in Colma have non-developmental disabilities, such as hearing disabilities or vision disabilities, as well. Some residents have both developmental and non-developmental disabilities.

In Colma, almost half of the senior population has some kind of disability. Nine percent of the total population in the county has some kind of disability. The most common disabilities in the Town are ambulatory disabilities (approximately seven percent of the population) and independent living disabilities (approximately six percent).

Table H-35: Age and Type of Disability

	Number			Percent		
	Colma	County	State	Colma	County	State
Under 18 with Disability	0	3,919	306,806	0.0%	2.5%	3.4%
Age 18-64 with Disability	39	23,680	1,944,580	4.1%	4.9%	8.0%
Age 65 + with Disability	94	34,818	1,895,565	45%	28.6%	34.2%
Any Age with Any Disability	133	62,417	4,146,951	9.0%	8.2%	10.7%
Any Age With Hearing Disability	19	19,065	1,147,500	1.3%	2.5%	3.0%
With Vision Disability	14	10,500	778,145	0.9%	1.4%	2.0%
With Cognitive Disability	65	22,911	1,585,969	4.8%	3.2%	4.4%
With Ambulatory Disability	92	30,648	2,118,765	6.8%	4.3%	5.8%
With Self Care Disability	25	14,141	964,579	1.8%	2.0%	2.6%
With Independent Living Disability	74	26,339	1,654,210	6.4%	4.4%	5.5%

Source: US Census, 2020 American Community Survey 5-Year Estimates, Table S1810.

Note: Some people may have multiple disabilities

The three major needs for people with disabilities are low cost (subsidized) rents, handicapped accessible homes, and buildings near public transportation. These needs are very similar to the desires of other segments of the population. Policies that promote affordable housing generally are also good for the disabled community. Specific recommendations from the Golden Gate Regional Center (with a note of Colma's actions or programs) include:

- Jurisdictions assisting with site identification for low-income developments (Colma's Program 5.5, regular meetings with non-profit developers, Program 3.2, Density Bonus allowance and Program 4.3 Emergency Shelters).
- Policies to promote accessible homes (Colma's Program 4.1, Reasonable Accommodation and enforcement of building codes related to accessibility).
- Inclusionary zoning (Colma's Program 3.7, Inclusionary Housing).
- Second units (Colma's Program 2.1), Second Unit Ordinance).
- Accessory Dwelling Units (Colma's Program 2.2).
- Mixed use zoning (Colma's Program 3.3, High Density Housing near BART).

Additionally, some people with development disabilities need supportive housing that is affordable and located near public transit. In supportive housing, additional services are provided at the home.

## FEMALE-HEADED AND LARGE HOUSEHOLDS

Households headed by a single parent can have special needs due to the economic limitation of earning only one income, and the challenges of childcare without a partner. Although gender equality has made strides over the past 50 years, women continue to earn lower incomes than men. Therefore, female-headed households in particular have specific housing needs that must be addressed. Female-headed households can have special needs that include low-cost housing, suitable for children and located near schools and childcare facilities. Innovative, shared living arrangements, including congregate cooking and childcare, could also be appropriate

Female-headed households comprise 28 percent of the households in Colma. The most vulnerable female-headed households can be those where women are living with children without a partner. Colma has 90 such households, or 19 percent of the total number of households. Female-headed households are more likely to be living under the poverty line than other households: approximately eight percent of female-headed households in Colma are under the poverty line.

Table H-36: Female Headed Households

	Colma		County	State
	Number	Percent		
Female living with own children, no husband	90	18.6%	23.5%	26.2%
Female living alone	48	9.9%	12.6%	13.1%
Total Households	485	100%	263,351	13,103,114
Female Households Below Poverty Level in past 12 months	38	7.8%	4.2%	11.3%

Source: US Census, 2020 American Community Survey 5-Year Estimates, Table DP02, B17021

Large households are defined as households with five or more members living in the same home. Large households are a special needs group because of the difficulty in finding adequate and affordable housing. The higher costs required for homes with multiple bedrooms can result in larger families experiencing a disproportionate cost burden than the rest of the population and can increase the risk of housing insecurity.

In Colma, 15.2% of large family households experience a cost burden of 30%-50%, while 0.0% of households spend more than half of their income on housing. Some 19.4% of all other households have a cost burden of 30%-50%, with 13.6% of households spending more than 50% of their income on housing.

Table H-37: Cost Burden by Household Size

Household Size	0%-30% of income Use for Housing	30%-50% of income Used for Housing	50% of Income used for Housing
All other household types	256	74	52
Large Family 5+ persons	67	12	0
Totals	323	86	52

Source: U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release

Notes:

-Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes. HUD defines cost-burdened households as those whose monthly housing costs exceed 30% of monthly income, while severely cost-burdened households are those whose monthly housing costs exceed 50% of monthly income.

## HOUSING NEEDS FOR FARM WORKERS

Farmworkers are traditionally defined as persons whose primary incomes are earned through seasonal agricultural labor. Most jurisdictions in San Mateo County have no farms or farmworkers; however, there are 241 farms and 1,321 farmworkers in the county, primarily located in coastal communities. Of these 1,321 farmworkers, 123 are migrant workers and 343 work less than 150 days annually (and are therefore considered to be "seasonal labor"). Farm workers who are migrant or seasonal workers have special housing needs because of their relatively low income and the unstable nature of their job (i.e., having to move throughout the year from one harvest to the next). These workers generally face higher rates of overcrowding and other substandard housing conditions. Continued efforts to provide affordable housing, especially affordable housing suitable for families, will help meet the needs of these Farm workers.

The Town of Colma has several commercial container plant nurseries that operate year-round and offer their employees regular pay and benefits. In addition, Colma has two small flower farms that are maintained by individual farmers that lease land and successfully sell their crops to local merchants.

Table H-38: Farm workers in San Mateo County (2007-2017)

	2007	2012	2017
Total Farms	329	334	241
Land in farms (acres)	57,089	48,160	45,972
Hired Farm Labor	2,608	1,722	1,321
Migrant labor	24	88	123
Working > 150 days annually	1697	718	978
Working <150 days annually	911	329	343

Source: U.S. Department of Agriculture, Census of Farmworkers (2007, 2012, 2017), Table 7: Hired Farm Labor

## HOUSING NEEDS FOR THE HOMELESS

All 21 jurisdictions within San Mateo County have adopted the ten-year HOPE Plan (Housing Our People Effectively: Ending Homelessness in San Mateo County), designed to end homelessness within ten years. The HOPE Plan adopts a Housing First policy, which seeks to move homeless people into permanent housing instead of shelters by increasing the stock of affordable and subsidized housing. Although the HOPE planners recognized that there is a lack of needed resources throughout the housing continuum, including emergency and transitional housing, the greatest need and the most effective use of new and/or redirected resources is for creating and sustaining quality affordable housing and supportive housing.

According to the 2019 San Mateo County One Day Homeless Count and Survey, countywide homeless survey there are 1,512 homeless people living in San Mateo County.

Table H-39: Demographics of San Mateo County Homeless Population by Household Type

	Adult Only Household (73.4%)			Family Household (26.5%)		
	Emergency Shelter	Transitional Housing	Unsheltered	Emergency Shelter	Transitional Housing	Unsheltered
Gender						
Male	67.7%	62.2%	78.9%	39.7%	42.8%	46.8%
Female	30.8%	37.8%	21.2%	60.3%	57.2%	53.2%
Transgender	1.5%	0.0%	0.1%	0.0%	0.0%	0.0%
Race						
White	59.1%	55.4%	74.5%	41.2%	55.0%	75.8%
African American	20.7%	27%	8.9%	23.5%	14.0%	17.7%
Asian	6.1%	2.7%	0.0%	8.8%	6.6%	0.0%
American Indian/Alaskan Native	4.0%	2.7%	8.2%	7.4%	3.3%	1.6%
Native Hawaiian/Other Pacific Islander	7.6%	5.4%	0.1%	4.4%	11.1%	1.6%
Multiple Races	2.5%	6.8%	8.2%	14.7%	10.0%	3.2%
Ethnicity						
Hispanic	20.7%	27%	39.3%			
Non-Hispanic	79.3%	73%	60.7%			
Chronicity						
Chronic Homelessness	33.3%	0.0%	30.0%	4.4%	0.0%	0.0%

Source: San Mateo County Human Services Agency, Center on Homelessness, 2019 San Mateo County One Day Homeless Count and Survey

Note: May not total 100% due to rounding.

**Table H-40: Additional Demographics of San Mateo County Homeless Adult Population**

	Emergency Shelter	Transitional Housing	Unsheltered
Veteran Population	14%	2%	4%
Alcohol / Drug Abuse	20.5%	10.4%	12%
History of Domestic Violence	4.5%	7.3%	12%
Severe Mental Illness	31.3%	23.8%	22.7%

*Source: San Mateo County Human Services Agency, Center on Homelessness, 2019 San Mateo County One Day Homeless Count and Survey*

*Note: May not total 100% due to rounding*

**Table H-41: County Homeless Population Location 2013-2019**

Location	2013	2019	Change
Unsheltered			
On the Street	353	157	-55.5%
In Car	231	184	-20.3%
In RVs	392	494	+26.0%
In Tents/Encampments	323	66	-79.6%
Sheltered			
In Emergency Shelter	272	266	-2.2%
In Transitional Housing	431	345	-20.0%
Total:	2,002	1,512	-24.5%

*Source: San Mateo County Human Services Agency, Center on Homelessness, 2019 San Mateo County One Day Homeless Count and Survey*

The homeless in San Mateo are both sheltered, meaning they live in emergency shelters, transitional housing, treatment centers or other similar institutions; and unsheltered, meaning they live on the street, in encampments or in a vehicle.

The number of homeless people living on the street in San Mateo County has decreased since 2013. However, the number living in an RV has risen by approximately 26 percent. The remaining 43 percent are considered sheltered homeless, and live in shelters, transitional housing, motels, or institutions.

The vast majority of homeless people are single adults (who may be living with another adult, but no children). Still, one-fourth of the sheltered homeless are families. Homeless persons in an adult only household were most likely to be unsheltered and male. In contrast, homeless family households were most likely to be in transitional housing and be headed by a female.



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Table H-42: Location where Homelessness Occurred

Location	County
Living in San Mateo County when became homeless	77%
Hometown in San Mateo County	44%

*Source: San Mateo County Human Services Agency, Center on Homelessness, 2019 San Mateo County One Day Homeless Count and Survey*

### Quantification of Available Homeless Assistance Resources

Shelters and homeless assistance programs are the main resources available to homeless residents of San Mateo County. Colma helps to meet the needs of its homeless residents by providing financial support and appropriate referrals to local homeless assistance programs available in San Mateo County, including Shelter Network, the Human Investment Project, North Peninsula Food Pantry and Dining Center of Daly City, and the Second Harvest Food Bank. In addition, Colma permits development of a homeless shelter as a permitted use in the Commercial (C) zone.

San Mateo County's Center on Homeless, a program overseen by the County Human Services Agency, coordinates the provision of homeless services within the County, including those by non-governmental entities. The Center on Homeless provides information to county residents, provides referrals, administers self-sufficiency programs, and develops homeless resources. There are also several specialized shelters for persons with substance abuse problems and mental illnesses, as well as victims of domestic violence and youth.

The nearest large homeless assistance facility is the Community Service Center in Daly City. The Center is a clearinghouse providing motel vouchers, bus tickets and referrals to the County's transitional shelters. In addition, this facility provides a Home Sharing service which keeps track of those with living quarters to share.

### Determination of Unmet Homeless Needs in Colma

As of the 2019 San Mateo Homeless Census, 8 unsheltered homeless people were counted in Colma. Homelessness is a regional issue and consideration of the homeless is important in formulating housing policy.

## HOUSING NEEDS FOR EXTREMELY LOW-INCOME HOUSEHOLDS

Extremely Low Income (ELI) households earn 30 percent of the area median income or less. According to the Department of Housing and Community Development 2022 State Income Limits, this amounts to an annual income of \$54,800 or below for a family of four in San Mateo County. Many ELI households live in rental housing and most likely facing overpayment, overcrowding or substandard housing conditions. Some ELI households are recipients of public assistance such as social security insurance or disability insurance. Housing types available and

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suitable for ELI households include affordable rentals, secondary dwelling units, emergency shelters, supportive housing and transitional housing.

There are 75 ELI households in Colma according to 2018 CHAS data. All Colma's ELI households face overcrowding, overpayment, and/or lack complete kitchen or plumbing facilities.

**Table H-43: Housing Needs for Extremely Low Income (ELI) Households in Colma**

Household Category	Renter Households	Owner Households	Total Households
Total households any income	225	255	480
Total ELI households	60	15	75
ELI households with housing problems	60	15	75
ELI households with cost burden (paying 30% or more of income)	49	68	117
ELI households with cost burden (paying 50% or more of income)	10	18	28

*Source: HUD Comprehensive Housing Affordability Strategy (2014-2018)*

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## HOUSING ELEMENT PUBLIC PARTICIPATION

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New requirements for this cycle of the Housing Element, State law requires jurisdictions to make a “diligent effort to achieve public participation of all economic segments of the community” when preparing a housing element (Government Code 65583(c)(7)). State law requires jurisdictions to take active steps to inform, involve, and solicit input from the public, particularly groups and organizations representing the interests of lower-income and minority households that might otherwise not participate in the process.

In previous Housing Elements, due to the small population of the town, outreach consisted of Council Study Sessions. Because of the new requirements, the Town decided on a more comprehensive outreach plan that included several methods both in-person and virtual, as well as utilizing traditional media and social media. By offering different ways residents and other stakeholders can provide input, the Town hoped to gain a better understanding of residents covering multiple demographics.

### HOUSING ELEMENT FLYER

To promote the survey and outreach events, a flyer was created and sent to every resident (361 households). This flyer included information for outreach events, the first City Council public hearing for the Housing Element, and a link along with a QR code to the survey. Written on the flyer, in English, Chinese (traditional), Spanish, and Tagalog were translation services available to those who require language assistance. Also written was ADA assistance upon request for those that require such accommodation. Paper copies of this flyer were also available at various outreach events.

### HOUSING ELEMENT WEBSITE AND SOCIAL MEDIA

In April 2022, the Town launched its Housing Element Update website ([www.colma.ca.gov/housing-element](http://www.colma.ca.gov/housing-element)) to provide an overview of the project, purpose for the update, key benefits for the update, an explanation of the Regional Housing Needs Allocation (RHNA), ways to participate in the update process, a housing element video, and links to the housing survey. The Town utilizes Facebook, Twitter, and Simplicity for announcements. Posts were made on each app promoting the Housing Element update and outreach events.

### HOUSING SURVEY

On April 8, 2022, the Town released a Housing Survey to assess current housing conditions, the community's priorities regarding future housing, and to gather information on housing constraints. This survey was available online using the Mentimeter app and paper copies were distributed at various outreach events in the month of April. The survey concluded on April 29, 2022. There were 44 responses.

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## OUTREACH EVENTS

- On April 12, 2022, planning staff participated in a barbeque at Veterans Village hosted by The American Legion. Town Staff and Eric Duncan, the Resident Services Coordinator assisted with outreach by helping distribute flyers and surveys to each resident. Input from residents at Veterans Village is important because they represent a demographic that has disabilities, are formerly homeless, over 60 years old, or currently live in affordable housing.
- On April 16, 2022, the Town participated in an Easter event called Eggstravaganza hosted by the Colma Recreation Services Department at the Colma Community Center. Planning staff hosted a table at this event where a housing-related activity was created for children. This activity asked these children to dream of their future home in Colma, color, and write a reason why they chose to live in that home. They were able to choose three types of homes: apartment, duplex, and single-family. This event was well attended with close to 50 children participating in the activity.
- On April 20, 2022, the Town participated in a senior luncheon hosted by the Colma Recreation Services Department at the Colma Community Center. Planning staff hosted a table at this event where the flyer and survey were distributed to the residents. This event also allowed staff to promote future Housing Element outreach events. Input from this demographic is important to the town because the residents represent a demographic that is over 60.
- On April 20, 2022, the Town hosted an event at Black Bear Diner called Coffee with a Planner. Planning staff allocated a couple of hours at this event to allow residents to drop in, engage, ask questions, and fill out the survey.
- On April 22, 2022, the Town participated in the 2022 Arbor Day/Earth Day event hosted by the Colma Recreation Services Department at Sterling Park. Planning staff hosted a table at this event where the flyer and survey were distributed to the residents. Staff engaged with several residents explaining the purpose of the housing element, and ways to get involved with the process.
- On April 25, 2022, planning staff presented at the City Council meeting. The purpose of this study session was to introduce an overview of the Housing Element Update and obtain input from the City Council and the public. Staff provided progress to date, public outreach efforts, and the preliminary map of potential new housing locations (site inventory). Email notices for the study session were sent to various housing advocacy groups and non-profits. They included: One Degree, Housing Choices, HIP Housing, Housing Leadership Council of San Mateo, Let's Talk Housing San Mateo County, Mercy Housing, MidPen Housing, and Samaritan House San Mateo.

## PUBLIC NOTICE DISTRIBUTION LIST

Columns of noticing. Please refer to Appendix C, Public Notice List

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## SUMMARY OF PUBLIC COMMENTS

On April 27, 2022, planning staff presented the Housing Element Update study session at the City Council meeting. There were no public comments made to staff at that meeting.

During the comment period after the City Council public meeting, staff was notified by the Italian Cemetery for its desire not to be as part of the housing inventory for their vacant site, located at El Camino Real and F Street, that was determined suitable for multi-unit housing due to its location on El Camino Real and across the street from Colma BART station. Therefore, staff revised the housing inventory and the draft to eliminate the 3.07-acre property owned by the Italian Cemetery.

At time of this draft, the Housing Element Survey is still active. Once results have been finalized, staff will integrate any public comment in addition to community input for housing plans.

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# FAIR HOUSING

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## AFFIRMATIVELY FURTHERING FAIR HOUSING

Assembly Bill (AB) 686 requires that all housing elements contain an affirmatively furthering fair housing (AFFH) assessment. Under state law, “affirmatively further fair housing” means “taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

There are three parts to this requirement:

1. Include a Program that Affirmatively Furthers Fair Housing and Promotes Housing Opportunities throughout the Community for Protected Classes (applies to housing elements beginning January 1, 2019).
2. Conduct an Assessment of Fair housing that includes summary of fair housing issues, an analysis of available federal, state, and local data and knowledge to identify, and an assessment of contributing factors for the fair housing issues.
3. Prepare the housing element Land Inventory and Identification of Sites through the Lens of Affirmatively Furthering Fair Housing.

In compliance with AB 686, the Town has completed the following outreach and analysis.

Analysis of the fair housing issues in this section draws from the Town of Colma Fair Housing Assessment, an analysis that follows the April 2021 State of California State Guidance for AFFH, prepared by 21 Elements (Appendix B). The assessment identifies the primary factors contributing to fair housing challenges and the plan for taking meaningful actions to improve access to housing and economic opportunity. The following fair housing issues were analyzed: Fair housing enforcement and outreach, integration and segregation, access to opportunity, concentrated areas of poverty, disparate housing needs, and disproportionate housing needs within the jurisdiction. To address the identified factors, the assessment includes a Fair Housing Action Plan (FHAP) with goals, actions, and timelines.

## FAIR HOUSING ASSESSMENT

The Fair Housing Assessment (Appendix B) follows the April 2021 State of California State Guidance for AFFH. The study was conducted as part of the 21 Elements process, which facilitates the completion of Housing Elements for all San Mateo County jurisdictions.

### Primary Findings

This section summarizes the primary findings from the Fair Housing Assessment for the Town of Colma, including the following sections: fair housing enforcement and outreach capacity,

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integration and segregation, access to opportunity, disparate housing needs, and contributing factors, and the city's fair housing action plan.

- No fair housing complaints were filed in the Town of Colma from 2017 to 2021. The Town of Colma could improve the accessibility of fair housing information on their website and resources for residents experiencing housing discrimination.
- Racial and ethnic minority populations are disproportionately impacted by poverty, low household incomes, overcrowding, and homelessness compared to the non-Hispanic White population in the Town of Colma. Additionally, racial and ethnic minorities are more likely to be denied a home mortgage loan.
  - Aside from Asian/API residents, racial and ethnic minority populations generally have higher poverty rates. Black or African American incomes are the lowest of any racial or ethnic minority population in the Town of Colma.
  - Racial and ethnic minorities are more likely than non-Hispanic White households to experience overcrowding. Low and moderate-income households are also more likely to be overcrowded.
  - People who identify as American Indian or Alaskan Native, Black, White, and Hispanic are overrepresented in the homeless population compared to their share of the general population.
  - Hispanic and Asian/API households have the highest denial rates for mortgage loan applications in 2018 and 2019.
- Colma is entirely contained within a single census tract—the standard geographic measure for “neighborhoods” in U.S. Census data products. As such, the town does not contain any racial/ethnic concentrations, poverty concentrations, nor concentrations of housing problems.
- The composite opportunity score for Colma shows the town to be a “moderate resource area,” and the Social Vulnerability Index (SVI) provided by the Centers for Disease Control and Prevention (CDC) ranks the town as “moderately vulnerable” to a disaster (based on four themes of socioeconomic status, household composition, race or ethnicity, and housing and transportation).
- The Town of Colma has a slight concentration of residents with a disability with 10% of the population compared to 8% in the county. Residents living with a disability in the town are all employed, while only 1% of residents without a disability are unemployed. Additionally, the aging population is putting a strain on paratransit access countywide.
- Black, Hispanic and Pacific Islander students in the Town of Colma—served by the Jefferson Union High School District and the Jefferson Elementary School District—experience poor educational outcomes compared to other students. Many high schoolers in the county met admission standards for a University of California (UC) or California State University (CSU) school. Black and Hispanic students in Jefferson Union High School District were less likely to meet the admission standards with rates of 23% and 32%, respectively.

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- Jefferson Elementary school district had a 17-percentage point gap between their overall chronic absenteeism rate (12%) and their chronic absenteeism rate among Black students (28%). While Jefferson Union has the lowest dropout rates in the county — just 3% of students — the highest dropout rates were still found among Black (7%) and Hispanic students (6%).
  - Nearly half of all renter households in the Town of Colma are cost-burdened—spending more than 30% of their gross income on housing costs—and more than one in four are extremely cost-burdened—spending more than 50% of their gross income on housing costs. There are disparities in housing cost burden in the Town of Colma for Hispanic households.

### Fair Housing Issues and Contributing Factors

This section summarized the fair housing issues identified for the Town of Colma and the factors contributing to those issues.

**Fair housing issue:** No residents have filed fair housing complaints, indicating a potential lack of awareness about fair housing rights.

**Contributing factors:**

- Lack of access to information about fair housing rights.
- Limited knowledge of fair housing by residents.

**Fair housing issue:** Residents of color experience disproportionate housing needs. Black residents experience lower income and higher poverty rates, Hispanic and Asian households experience high rates of mortgage loan denials when trying to purchase homes in Colma (43% and 33%, respectively), and Hispanic households also experience higher rates of cost burden.

**Contributing factors:**

- Higher poverty rates among Colma’s Black residents stem from decades of discrimination in employment, education, and housing markets. These residents have faced greater challenges in building wealth through economic mobility and homeownership.
- It is well documented that persons of color—particularly African American residents—were denied loans to purchase homes, were not allowed to buy in many neighborhoods because of restrictive covenants and were harassed if they managed to purchase a home in a predominantly White neighborhood. These historical actions have led to a significant homeownership gap among racial and ethnic minorities.

**Fair housing issue:** Affordable housing is limited and the ability to add affordable housing is constrained by land use.



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Colma offers relatively more affordable housing opportunities than surrounding cities. However, because most land is zoned for cemeteries, there is limited land available for residential development. Additionally, there are no areas of the town that are zoned for multifamily housing, which is disproportionately occupied by residents of color.

## SITES INVENTORY

AB 686 requires an analysis of the sites identified to meet RHNA obligations for their ability to affirmatively further fair housing. Planning staff have identified seven parcels to meet RHNA obligations. A detailed site analysis can be found under the section titled “Ability to Meet Housing Needs”. The seven parcels identified are not within or close to R/ECAPs and edge R/ECAPs and/or low/income poverty concentrations. Since the Town of Colma is contained within one census tract, the proportion of low and very low-income units in the area, concentrations of Housing Choice Vouchers, as well as distribution of lower, moderate, and above moderate-income units in low, moderate, and high resourced areas are equal. In addition, the identified parcels are similar in terms of proximity to high proficiency K-12 education institutions, high-resourced areas/positive economic outcome areas, low social vulnerability, good jobs proximity, access to transportation, and healthy places. There is one 0.2% Annual Chance Flood Hazard area located along El Camino Real by the north boundary that could potentially affect 7778 El Camino Real.

## GOALS AND ACTIONS

Goals and Actions for this cycle of the Housing Element will be included in the section called Housing Goals, Policies, and Programs. In that section, objectives to meet housing goals will be defined, programs to reach those goals, along with an analysis of programs from the previous housing cycle (Table H-60). Additionally, an AFFH Action Plan will also be implemented to reduce AFFH deficiencies (Table H-44).

Table H-44: AFFH Action Plan

Actions	Fair Housing Issues	Contributing Factors	Fair Housing Category	Type of Action	Responsible Party	Objectives	Quantified Objectives	Timeline
<b>Action Area 1. Enhancing housing mobility strategies: consist of removing barriers to housing in areas of opportunity and strategically enhancing access.</b>								
<b>Action 1.1:</b> Participate in a regional down payment assistance program with affirmative marketing to households with disproportionate housing needs including Hispanic and Asian households (e.g., materials available in Spanish and other appropriate languages).	Residents of color have disproportionate housing needs.	Historic discrimination and continued mortgage denials; High housing costs and low wages	Disparities in access to opportunities	Financial resources	Regional Partnership with HEART (San Mateo County has program with them).	Improve accessibility to home mortgage loans for Hispanic and Asian households who have the highest loan denial rates. Provide wealth building through homeownership for moderate income households.	Provide down payment assistance to 20 Hispanic and Asian households; Provide down payment assistance to 30 total households; Provide homebuyer education to 200 households.	Meet quantified objectives by the end of the Housing Element period in 2029; Conduct homebuyer education quarterly in partnership with HEART.
<b>Action Area 2. Encouraging new housing choices and affordability in high resource areas: promoting housing supply, choices and affordability in areas of high opportunity and outside of areas of concentrated poverty.</b>								
<b>Action 2.1:</b> Incentivize developers through direct subsidies, fee waivers, and/or density bonuses, to include diversity of unit types in their development(s)--especially those that serve larger families (e.g., 3 or 4 bedroom units, child-friendly amenities).	Residents of color have disproportionate housing needs.	Current zoning code constrains moderate and high density housing developments.	Disproportionate housing need for low income households and protected classes	Financial Resources	Town of Colma	Improve incentives for developers through direct subsidies, fee waivers, and/or density bonuses, to include diversity of unit types in their development(s).	Develop 260 3-bedroom units and 56 4-bedroom units.	Meet quantified objectives by the end of the Housing Element period in 2029.

Actions	Fair Housing Issues	Contributing Factors	Fair Housing Category	Type of Action	Responsible Party	Objectives	Quantified Objectives	Timeline
<b>Action Area 3. Protecting existing residents from displacement: strategies that protects residents in areas of lower or moderate opportunity and concentrated poverty and preserves housing choices and affordability.</b>								
<b>Action 3.1:</b> Continue and update the city's housing webpage to include fair housing including resources for residents who feel they have experienced discrimination, information about filing fair housing complaints with HCD or HUD, and information about protected classes under the Fair Housing Act.	No fair housing complaints or inquiries filed.	Lack of access to information about fair housing rights; Limited knowledge of fair housing by residents.	Outreach capacity and enforcement	Human Resources	Town of Colma	Maintain and update the city's fair housing webpage.	Maintain zero complaints and inquiries.	Ongoing

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## ABILITY TO MEET HOUSING NEEDS

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### RESIDENTIAL LAND INVENTORY

A key component of the Housing Element is a projection of a jurisdiction's housing supply. State law requires that the element identify adequate sites for housing, including rental housing and manufactured housing, and make adequate provisions of the existing and projected needs of all economic segments of the community. This includes an inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of the relationship of zoning and public services to these sites.

Table H-45: Colma RHNA Targets Summary

Income Category	Very Low	Low	Moderate	Above Moderate	Total
Units	44	25	37	96	202

### Existing Residential Development

Existing housing units are identified on *Exhibit H-1, Housing* and *Exhibit H-2, Sterling Park Neighborhood*. These maps include all dwelling units constructed prior to 2020. Based on American Community Survey (2020) and Census records, there are a total of 558 dwelling units in the Town of Colma, 292 of which are located in the Sterling Park neighborhood and the remaining are located outside of Sterling Park.

Since 2015, 75 residential units have been constructed, including 9 in Sterling Park and a 66-unit Veteran's housing project on Mission Road.

### Approved Residential Development

As of April 29, 2022, there are no residential projects under construction in the Town, nor are there any approved residential projects not yet under construction.

### Development Potential

In total, there are 7 parcels available for the development of approximately 255 new residential units. Of these units, there is potential for at least 53 units available to extremely low income and very low-income households, 30 units to low-income households, 40 units to moderate income households and 142 units to above moderate-income households. The potential for 255 new units exceeds the development need identified in Colma's RHNA for 202 units to be constructed between 2023 and 2031.

### Sites Inventory

Planning staff inventoried vacant and underutilized parcels in Colma to determine what land is available for development. Types of sites included:

- 5<sup>th</sup> Cycle Housing Element Carryover Sites.
- Vacant and underutilized, residential, and non-residential sites that allow residential development.

The vacant and underutilized sites were analyzed based on several different categories to determine the best location for affordable housing: proximity to high quality transit and El Camino Real, parcel size, the need for lot consolidation, General Plan designation, underperforming or vacant uses, proximity to public services and amenities, developer interest of the site, and if environmental remediation is required. Sites were scored between 0-1, 1 being the most likely to be redeveloped as affordable housing. All sites that scored above 0.5 were assumed to be suitable for affordable housing development and are included in the sites inventory.

During the 5<sup>th</sup> housing cycle, a total of 75 units were developed, 9 of which at about 13 dwelling units per acre and 66 of which at about 30 dwelling units per acre. The average density was approximately 28 units per acre, the state guidance is to extrapolate the trend by multiplying it by 75% time the average which results in 21 units per acre. Given the most recent development trends in the Town, the realistic capacity for sites suitable for housing development are assumed to be developed at a conservative estimate of 20 dwelling units per acre, which meets HCD's default density requirement for lower income housing.

The sites analysis demonstrates that there is enough land to meet the ABAG Regional Housing Needs Allocation. The analysis for the affordability levels of developed units is based on the assumptions that 30% of the units on sites that scored above 0.6 would moderate income, and sites that scored above 0.8 would be 50% affordable, (half extremely low or very low income and half low income). Units were then reallocated between developments to meet the number of units at specific affordability levels as required by the RHNA.

**Table H-46: Sites Inventory**

Site	Acres	Very Low	Low	Moderate	Above Moderate	Total
7733 El Camino Real	0.53	8			8	16
1200 El Camino Real	8.06	45	23	44	90	202
7778 El Camino Real	0.6		7		8	15
Between 461 and 469 B Street	0.11				1	1
El Camino and Collins	0.41				8	8
240 Collins Avenue	0.72				14	14
Total		53	30	44	129	256

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RHNA		44	25	37	96	202
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*Assumptions:*

*Assume each site gets developed at 20 units/acre*

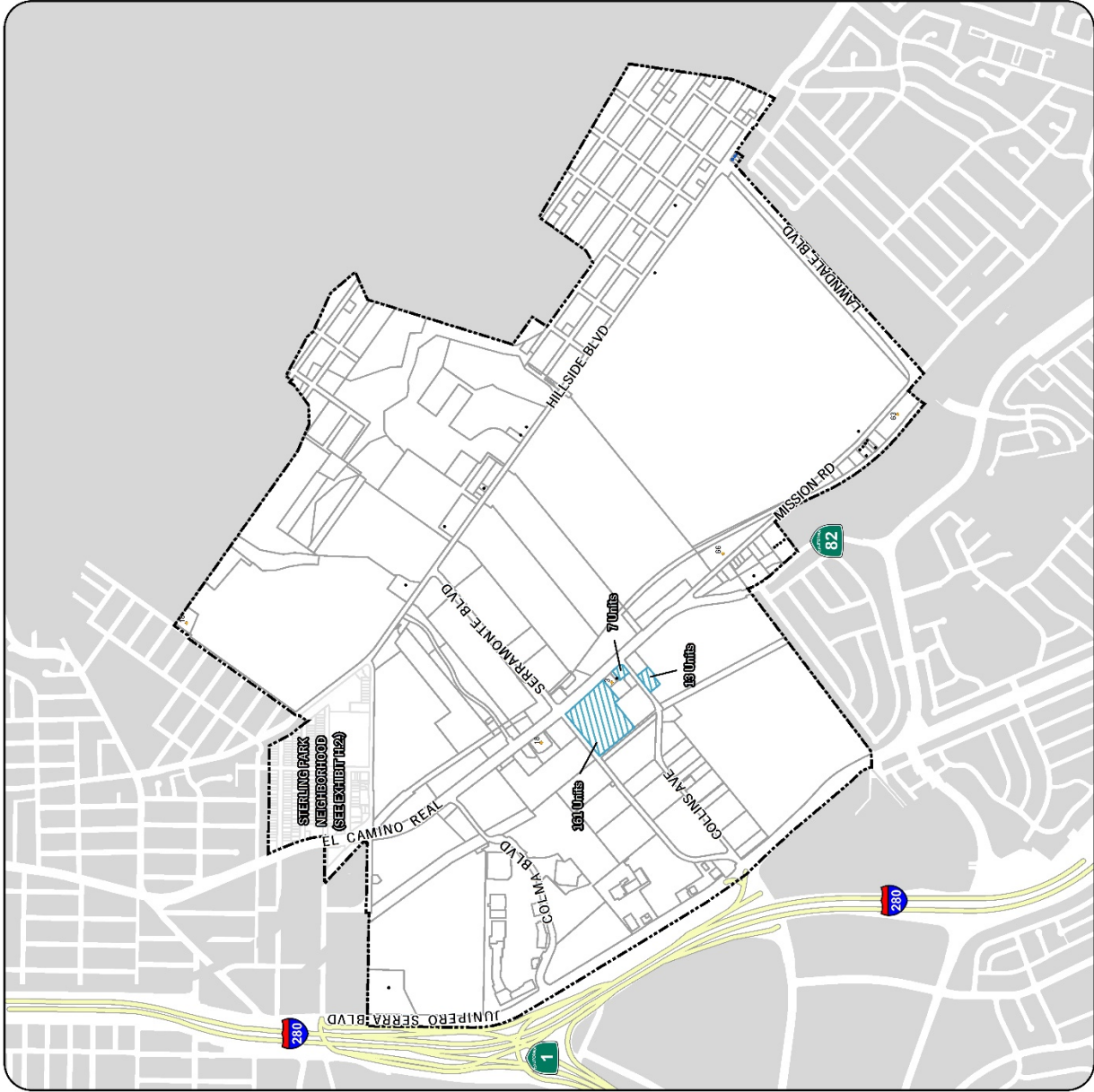
*Suitability score of 0.875=> 50% of units affordable: half Low, half Very Low*

*Suitability score of 0.625=> 30% of units Moderate*

*Reallocate affordable units to consolidate affordability levels on sites*

*Reallocate affordable units to higher affordability levels based on RHNA*

The ability to provide affordable units in Colma is more dependent on available financial resources than density permitted by zoning. If qualified developments are able to obtain federal tax credits and other funding or incentives, there is a higher probability that more affordable units will be provided than in a development where no government or other subsidies are available or obtained.



# Town of Colma

Figure H.1.1.  
Housing Sites

**Town Limits**

Multiple Units

Duplex Unit

Single Unit

**Development Potential**

Developable Site

32 Units

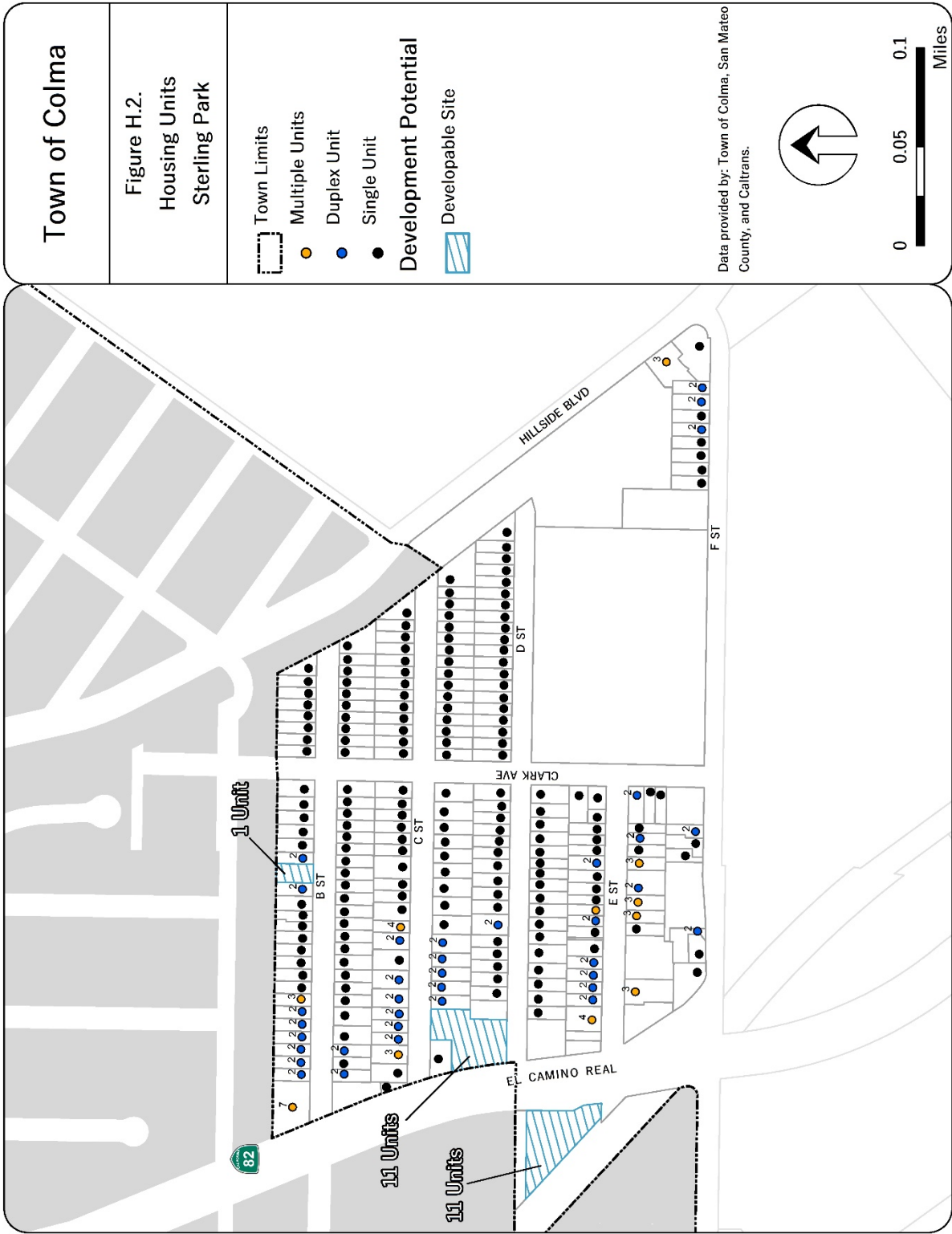
Sterling Park  
(See Figure H.2.)

224 Units

El Camino Real

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

0 0.25 0.5 Miles





Several sites have development potential, including three parcels located in the Sterling Park neighborhood, two of which are located along El Camino Real near the Colma BART Station, and four additional sites located along El Camino Real at the Serramonte and Collins Avenue intersections. A detailed site inventory describing the development potential of each, as well as site-specific constraints is provided in the following section.

## A. STERLING PARK DEVELOPMENT POTENTIAL

One parcel is within the Sterling Park residential neighborhood. This parcel is a carryover site from the 5<sup>th</sup> Cycle Housing Element Update. A site analysis has determined that 1 single family detached (SFD) unit can be developed on a vacant 0.11 acre parcel on B street. With SB 9, there is the potential for the lot to be subdivided and developed at a higher density. However, given the character of the existing neighborhood and the small size of the lot, it is assumed that the property would only develop with one unit.

There are no governmental or site-specific constraints impeding the development of the parcel. Sewer and water infrastructure capacity exists to accommodate the potential housing unit. This amount of residential development in Sterling Park is already anticipated in the Colma General Plan.

Table H-47: Sterling Park Single Family Neighborhood Development Potential

Location	Designation & Zone	Acres	Dev. Pot.*	Affordability	Density Allowed	Constraints
B Street 008-125-180	Residential (R)	0.11	1	1 Above Moderate	13 du/ac	None, infrastructure capacity exists
Total		0.11	1 unit			

\* Development potential assumes that the lot would be developed as a single-family home.

Two separate parcels are located to the east of the Sterling Park Neighborhood, near the Colma BART Station which is located just outside the Town's municipal boundaries. The two parcels are also carryover sites from the 5<sup>th</sup> Cycle Housing Element Update. Together, these parcels total 1.13 acres. The presence of the Colma BART Station is expected to stimulate development of multiple unit residential buildings and mixed-use developments in this area. Sewer and water infrastructure capacity exists and can accommodate all potential housing units. Development of existing and projected parcels is already anticipated in the Colma General Plan.

The County adopted the Colma BART Station Area Plan which provides incentives for higher density development and density bonuses for affordable housing on unincorporated land near

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the BART Station. Additionally, Colma's Zoning Code provides density bonus incentives for affordable units.

### **Sandblaster Property – 7733 El Camino Real**



A

0.53-acre parcel on the east side of El Camino Real is bounded by "C" Street to the north and the "D" Street stairs to the south. This parcel is referred to as the 'Sandblaster Property' due to its past light industrial use. The parcel currently contains two billboards. The site is currently designated as residential/commercial.

Site-specific constraints include steep topography along the eastern and northern boundaries of the site. In addition, there may be specific environmental and physical constraints on the site. Although an in-depth environmental site evaluation has not been completed, it is anticipated that there may be some surface and sub-surface ground contamination on the site as a result of the long-term sandblasting business. However, a development proposal for the site was received in 2007 by the Town Planning Department. The proposal included a total of 15 units with 2 single family detached units on C Street and 13 residential units located above ground floor retail uses with sub-grade parking serving the development on El Camino Real and was deemed appropriate and feasible. The application was not pursued by the applicant. Rezoning the site to a 'Planned Development' land use designation would allow for additional flexibility in the setbacks and other design standards applicable to the project. Planned Development designation allows for a project's design to respond to site specific conditions and encourages mixed use and residential development. However, a rezone to PD would not be required. The realistic capacity for this site was determined to be 8 very-low and 8 above moderate units. The

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Town's Inclusionary Housing Ordinance (Subchapter 12 of the Colma Municipal Code) includes concessions and incentives for eligible development projects, subject to approval by the City Council, to facilitate development of affordable units on smaller sites such as the property at 7733 El Camino Real.

### **Bocci Property – 7778 El Camino Real**



*The 0.6 acre Bocci site at 7778 El Camino Real has a realistic development potential of 24 high density multi-family units. Site specific constraints on the property include a utility easement serving the adjacent Colma BART Station.*

A 0.6-acre parcel on the west side of El Camino Real is occupied by a monument manufacturing light industrial operation. The parcel is referred to as the 'Bocci Property' due to the family name of the historic monument manufacturing company located there.

The parcel is bounded by the entrance to the Colma BART station to the north, the BART right-of-way to the west and south, and El Camino Real to the east. This parcel could be redeveloped with high-density residential or a mixed-use development that includes high density residential. The property is currently designated for commercial use, which allows for multi-family residential. The parcel is listed as an opportunity site in the General Plan and is eligible for height and lot coverage bonuses to encourage a transit-oriented development with a diverse mix of land uses.

Site-specific constraints on the parcel include its triangular shape, the close proximity of the BART tracks to the property, and an existing utility easement serving the adjacent Colma BART Station that reduces the buildable area of the property. However, a development proposal was previously submitted to the Town Planning Department, which took into account the site's constraints. The proposal included 24 high density multifamily dwelling units over ground floor retail and was deemed to be a realistic development proposal. The development proposal has since been withdrawn and a small monument business has leased the property. While the terms of the lease are not known, it is likely that redevelopment of the site with mixed-use (including high-density residential) will not occur while the monument business exists on site. Given the site's unusual shape and existing access, it is not recommended that residential development occur on the site while the present structures exist.

Similarly, to 7733 El Camino Real, rezoning it to a 'Planned Development' land use designation is not required but it would allow for additional flexibility in the setbacks and other design standards applicable to the project. Planned Development designation allows for a project's design to respond to site specific conditions and is anticipated to encourage mixed use and residential development. The realistic capacity for this site was determined to be 7 low and 8 above moderate units. However, a Planned Development rezone may allow for the development of additional units.

**Table H-48: Sterling Park Multi-Family Development Potential**

Location	Designation & Zone	Acres	Dev. Pot. *	Affordability	Density Allowed	Constraints
El Camino Real 008-127-020 (Sandblaster)	Mixed Use - Residential/ Commercial - (R/C)	0.53	16	8 Very Low 8 Above Moderate	30 du/ac	Topography, possible ground surface contamination
El Camino Real 008-141-080 (Bocci)	Mixed-Use - Commercial - (C)	0.6	15	7 Low 8 Above Mod.	30 du/ac	Utility Easement, Triangular Shape, Flood Zone
Total		1.13 acres	31 units	8 Very Low 7 Low 16 Above Mod.		

\* Development potential assumes that the properties would be developed at 20 units per acre.

## **B. EL CAMINO REAL DEVELOPMENT POTENTIAL**

### **Kohl's Site – 1200 El Camino Real**





An 8.06-acre parcel on the southwest corner of El Camino Real and Serramonte Boulevard, currently occupied by Kohl's. The property is located in the geographic center of town, across the street from the Town Hall and the Colma Police Department. The parcel is identified in the General Plan as a site suitable for a walkable town center development and could be redeveloped as a mixed-use development with commercial and restaurant spaces at the ground level, residential uses above, entertainment uses and public gathering spaces.

The General Plan includes a conceptual commercial, residential mixed-use development at the site. The concept is consistent with allowances for the site (with the exception of a height bonus) and shows a mixed-use Town Center consisting of 160,000 SF of Commercial space and up to 240 residential units (22 dwelling units/acre). The maximum height shown is 72 feet (5 stories), and the total FAR is 1.8. This concept would provide a high-quality design/construction/materials, incorporate outdoor public gathering spaces and include a diverse mix of land uses to be eligible for a height bonus. The realistic capacity of this site was determined to be 45 very low-income units, 23 low income, 44 moderate income units, and 90 above moderate-income units.

## Additional Sites

Two separate parcels are located along the El Camino Real Corridor near the Town Hall and potential Town Center site. A vacant, 0.4-acre parcel is located on the northwest corner of El Camino Real and Collins Avenue. El Camino Real and Collins Avenue are surrounded by an assisted living facility to the west, flower shop to the north, and an office use to the south. The second parcel is a 0.7-acre site located at 240 Collins Avenue. The parcel is an overflow parking lot, an underutilized site, and is bounded by an office use to the east, a car rental lot to the north, and cemetery to the south and west.

Significant site constraints are unknown since an in-depth site analysis has not been completed for either site. However, the two properties are vacant or underutilized and are zoned for commercial use where multifamily developments are allowed. The sites are located by the

geographic center of the Town and is a walkable distance from the Town hall and potential Town Center site.

**Table H-49 El Camino Real Corridor Multi-Family Development Potential**

Location	Designation & Zone	Acres	Dev. Pot.*	Affordability	Density Allowed	Constraints
El Camino Real 008-421-120 (Kohl's)	Mixed Use - Residential/ Commercial - (C/R)	8.06	202	45 Very Low 23 low 44 Moderate 90 Above-Mod.	30 to 60 du/ac	Height bonus required to meet 202 units
7733 ECR 008-127-020 (Sandblaster Site)	Commercial/ Residential - (C/R)	0.53	16	8 Very Low 8 Above-Mod.	30 du/ac	Unknown
7778 ECR 008-141-080 (Bocci Site)	Commercial/ Residential - (C/R)	0.60	15	7 Low 8 Above-Mod.	30 du/ac	Unknown
ECR and Collins 008-421-170	Planned Development (PD/R)	0.41	8	8 Above-Mod.	30 du/ac	Unknown
Collins near ECR 010-422-050	Planned Development (PD/R)	0.72	14	14 Above-Mod.	30 du/ac	Unknown
Total		10.32 acres	255 units	53 Very Low 30 Low 44 Moderate 128 Above-Mod.		

\* Development potential assumes that the properties would be developed at 20-30 units per acre.

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## GOVERNMENTAL CONSTRAINTS

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As part of the Housing Element process, the Town analyzed its Zoning Code, permitting processes, development standards, and building codes to identify potential constraints for the development of housing. Housing Element proposes specific actions and implementation schedules to remove such impediments, where possible.

### GENERAL PLAN AND ZONING

Colma's General Plan and Zoning Ordinance provide for a wide range of allowable residential densities in both residential and commercial districts. General Plan densities typically determine the maximum number of dwelling units allowed on a specific site. The Zoning Ordinance is consistent with the General Plan. Additionally, the Town has a Planned Development zoning designation which permits relaxation of zoning standards. In the past, the Planned Development designation has been used to develop high density residential projects and is the most successful manner of developing the available parcels identified in the previous section, because of their unique site constraints and small size.

As discussed earlier, the Town's Commercial/Mixed Use and Commercial Land Use Designations sites will accommodate a majority of the housing need for lower income units. The Colma General Plan specifically identifies the Commercial/Mixed Use designation for ground-floor retail/office with residential units above. The mechanism to effectuate a mixed-use development is the rezoning of the property to Planned Development, which maintains the full multi-family allowance in the commercial zone but allows for greater flexibility in development standards to maximize unit yield.

This analysis is based upon two assumptions: that the identified sites allowing mixed-use will be developed with the residential uses and developers will build to the estimated realistic densities for each of these sites. The first of these assumptions is prudent considering latest trends in the Town and sites near the identified sites. Developments near the identified sites were almost exclusively residential use projects or include a small portion of retail/commercial uses.

Residential projects have been proposed on two of the sites near the Colma BART Station, lending credence toward the sites being developed with residential uses. There are several other reasons why the identified sites are likely to develop with the estimated residential capacity during the planning period:

1. Areas designated for mixed-use development have no minimum commercial component requirement, so developers are able to develop 100 percent residential (i.e., there is no vertical mixed-use requirement) on mixed use sites.
2. The Town supports housing in the Town's mixed-use areas by assisting in site assembly.
3. Most mixed-use sites are not prime sites favored by commercial establishments.

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4. The sites are located in close proximity to where other new residential developments have been built or approved.

Thus, it is reasonable to assume that the identified sites will be developed as residential-use projects, at, or above, the estimated densities.

The zoning ordinance sets forth requirements that can affect the type, appearance, and cost of housing to be built within the Town of Colma. The zoning ordinance includes standards for development determining minimum lot size, permitted use(s), minimum setbacks, maximum height limits and minimum parking standards. There is no lot coverage limit or floor area ratio standard for residential zoning districts in Colma. The building envelope allowed on a residentially zoned lot in Colma is determined by setbacks and height limits. There are two residentially zoned districts in Colma, the Residential (R) zone and the Residential – Sterling Park (R-S) zone. The R-zone allows single family dwellings by right (no land use entitlements required) and multi-family dwellings up to six units with approval of a Use Permit provided that the residential density proposed does not exceed that which is specified in the General Plan. The R-S zone allows single family detached dwellings only.

Development standards in Colma such as setbacks, building height and off-street parking are similar to or less restrictive than those in surrounding communities and would not be considered unreasonable development constraints. For example, the minimum side yard (10 percent of lot width) can be as narrow as 3.33 feet, which is much smaller than the 10-foot setback required by many San Mateo County jurisdictions. Colma allows a minimum lot size of 3,333 square feet, which is significantly smaller than most jurisdictions. In addition, Colma allows residential development on commercially zoned parcels, which is a far less restrictive land use policy than found elsewhere in the County. The development standards for residential zones are summarized in the table below.

**Table H-50: Current Residential Development Standards**

Standard		R-S Zone	R Zone	C Zone
Front Setback:	First Floor	15'/19' to garage	15'/19' to garage	15'/19' to garage
Side Setback:	First Floor	10% of lot width or 10', whichever is less	10% of lot width or 10', whichever is less	10% of lot width or 10', whichever is less
Rear Setback:	First Floor	15'	25% of total lot area, not to exceed 25'	25% of total lot area, not to exceed 25'
	Second Floor	25'	25'	25'
FAR:		No restriction. Governed by setbacks/height limits	No restriction. Governed by setbacks/height limits	1.0-2.0
Height:		27'	36'	36'



Standard	R-S Zone	R Zone	C Zone
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In 2013, the Town adopted manufactured home design standards for the Town's two single-family residential zoning districts in compliance with Government Code Section 65852.3(a) and are permitted as single-family dwellings.

The parking standards are set forth in the zoning ordinance by district and are defined in Section 5.01.080 of the zoning ordinance. These standards are summarized in the table below.

**Table H-51: Parking Standards**

Residence Type	Spaces Required		Total
	Covered	Uncovered	
<b>Single Family Detached:</b> (Over 4 bdrms., add 0.5 spaces/each addl. bedroom)	2		2
<b>Multiple Units:</b>			
Studio	1	.5	1.5
1 Bedroom	1	.5	1.5
2-4 Bedrooms	1	1	2
Over 4 Bedrooms add .5 covered or uncovered for each additional bedroom			

The Zoning Ordinance includes provisions for residential structures existing or approved prior to March 1, 1988. These provisions require only one (1) parking space for each single-family dwelling or for a multi-family dwelling having no more than one bedroom and 1.5 covered parking spaces for each multi-family dwelling having two (2) or more bedrooms. If the existing units comply with these provisions, property owners are not required to provide additional parking spaces because of repairs, restoration, remodeling, or additions to such units; however, if additional bedrooms are added to an existing single-family dwelling, the number of off-street parking spaces must be increased by 0.5 covered or uncovered spaces for each bedroom exceeding the total, existing and added, of four (4) bedrooms.

The density limits set forth in the Colma General Plan allow 13-30 units per acre in residentially zoned areas, and up to 30 units per acre in the mixed commercial/residential areas, including areas within the Commercial Overlay Zone. Up to 30 residential units per acre are permitted in certain commercial areas through mixed-use developments, which are established through the Planned Development process. Through the establishment of a Planned Development, standards may vary including those associated with parking, building height, and Floor Area Ratio. Density bonuses are also permitted under specific circumstances.

Although development standards and densities are generally less restrictive than those found in other Peninsula communities, Colma's high proportion of land uses directly related to the large inventory of cemetery land discussed in the preceding section must be viewed as a constraint to future development of housing in Colma. This constraint is not, however, insurmountable in

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view of the availability of sites identified in this document. Existing residential development standards, such as setbacks, height limits and parking requirements have not constrained housing development in the Town. In many cases, they are less restrictive than other jurisdictions in San Mateo County, resulting in lower costs to develop housing. The flexibility afforded in the Planned Development process allows residential development to achieve maximum densities while balancing livability and habitability standards.

## **BUILDING CODES**

The California Building Code is used in Colma. The Town's Building Official verifies that new residences, additions, auxiliary structures, etc., meet all construction and safety standards. Building permits are required for most construction work. Additionally, building code enforcement helps the Town maintain a safe building stock.

## **ON- AND OFF-SITE IMPROVEMENTS**

Site improvements are a necessary component of the development process. Improvements can include the laying of sewer, water, and streets for use by a community when that infrastructure is lacking, and these improvements make the development feasible. Due to the built-out nature of the Town, all the residential and commercial areas in Colma are already served with adequate streets, sidewalks, and infrastructure. This includes sidewalks that only usually require modification to the location of curb-cuts.

In areas already served by infrastructure, site improvement requirements vary depending on the existing condition of each project site. Usually, only standard connection laterals are required for most project utilities. The undergrounding of utilities from the nearest pole to the project is required of all projects, and street tree planting may also be required. These costs have not shown to be problematic for any developments in the Town when anticipated and known by the developer early in the process.

## **PERMIT PROCESSING AND PROCEDURES**

Building permits must be secured before commencement of any construction, reconstruction, conversion, alteration, or addition. Approval of permit applications is based on conformity with the Zoning Ordinance, although the City Council has the power to grant variances from the terms of the Ordinance within the limitations provided by law.

Two ways of developing housing in Colma include the construction of individual single-family residential units on existing lots or the rezoning of larger properties to a Planned Development (PD) zoning designation for provision of multi-family or higher density housing. The Town of Colma does not have a specific multi-family zoning designation, so the Planned Development designation provides opportunities for multi-family housing. The Planned Development entitlement process requires the approval of a Conceptual Development Plan and a Detailed

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Development Plan and is subject to evaluation under the California Environmental Quality Act (CEQA). Construction of single-family residential units does not require discretionary review and is exempt from CEQA evaluation.

The table below identifies various entitlements and the estimated processing time for each. Because many applications require multiple approvals, many of these approvals run concurrently. Variance and Use Permit requests usually take only two to four months to process. Because Colma has no Planning Commission, decision-making is streamlined.

Amendments and reclassifications to the Zoning Ordinance can be made by the City Council, subject to applicable provisions of state law and typically take four to six months to review. Procedures for amendments and reclassifications are stated in the Zoning Ordinance.

**Table H-52: Entitlement Processing Time and Approving Authority**

Type of Permit	Typical Processing Time	Approving Authority
Design Review	2 to 4 months	City Council
General Plan Amendment	4 to 8 months	City Council
Zoning Reclassification	4 to 8 months	City Council
Variance to Zoning Regulations	2 to 4 months	City Council
Planned Development Plan	4 to 8 months	City Council
Parcel Map (in conjunction with PD)	4 to 8 months	City Council/Public Works
Subdivision Map (in conjunction with PD)	6 to 8 months	City Council/Public Works
Negative Declaration	4 to 6 months	City Council
Environmental Impact Report	6-8 months	City Council

The Planned Development process can be summarized as follows:

Once an application for a Planned Development (which consists of a Rezoning and a Use Permit request, at a minimum) is received by the Planning Department, the application is reviewed for completeness and processed as a Conceptual Development Plan. Environmental review is completed during the Conceptual Development Plan phase. All applications are processed concurrently, and entitlements are generally approved within four to six months of application filing. The final step in the approval process is a Detailed Development Plan. The development standards that provide a guideline for a Planned Development are those most closely associated with the General Plan land use designation. For example, the properties targeted for mixed-use along El Camino Real are designated as Commercial/Mixed Use in the Colma General Plan. Building heights, floor area ratios and setbacks adopted in the Commercial zoning district would be used as a guideline for a Planned Development.

The following is a summary of application fees for Planned Development submittals:

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**Table H-53: Planned Development Entitlement Application Fees**

Entitlement	Fee
Establishment of Planned Development	\$ 6,949 deposit
Major Use Permit	\$7,225 deposit
Design Review Permit (Major)	\$7,102 deposit

While deposits would be due at the time of application submittal, the applicant would receive a refund of any unused monies after completion of the entitlement process.

Single-family residential infill construction does not require land use entitlements and building permit-related fees vary depending on the project's valuation. Provided that a proposal meets zoning code regulations, additions to and new construction of single-family dwellings do not require review or approval by City Council. As noted above, single family dwellings are not subject to CEQA. Processing for a new single-family dwelling would begin with building permit submittal and there are no neighborhood noticing requirements.

Upon submittal of a building permit application for a single-family addition or construction of a new single-family dwelling, the Building Department routes the plans and application to the other City Departments for review. At that time there would be a detailed review of the proposed construction to determine if the project meets all municipal code regulations. There are no residential design guidelines for single family additions or new construction. During review of the application by the Planning Department, design of the proposed addition or new construction would consider overall mass and bulk of the project in relation to the surrounding neighborhood. While there are no specific design criteria, impacts of the addition on adjacent properties are considered during the plan check of the building permit application. Plan check comments are returned to the Building Department within 10 days of submittal so that comments can be provided to the applicant in a timely manner.

Building permit plan check and processing in Colma is efficient and timely. Building permits are processed in a few days. Building permits for projects that require approval of entitlements cannot be issued until a CEQA review is completed and the City Council approves all entitlement applications. In order to expedite the process leading to construction, it is not uncommon for applicants to submit plans for building permit review while simultaneously proceeding through the CEQA and entitlement processes. Depending on the complexity of a project, building permit issuance ranges from a few days to a few weeks.

## **Fees**

The cost of development within the Town of Colma includes planning and building plan check fees, permit fees, utility service fees, recycling fees, and school fees. In addition, the Town of Colma imposes a parkland dedication fee for subdivisions (Quimby fee) and if inclusionary housing is not included (where required) then a housing in-lieu fee may also be imposed. Local governments typically assess many different types of residential development fees. These

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include planning fees, building permit and related fees, capital facilities fees and development impact fees.

### *Planning Fees*

Planning-related application fees required for development in the Town of Colma fall into two categories: flat fees and deposit against actual costs. Flat fees are charged for processing applications through the Planning Department to develop property. Fees are due and payable upon making application and are non-refundable. Based upon an analysis of staff hours and comparison with other jurisdictions, the fees set forth do not exceed the estimated reasonable cost of providing the service. The Master Fee Schedule can be found on the Town's website at: <https://www.colma.ca.gov/master-fee-schedule/>.

The following table summarizes the flat fees applicable to development:

**Table H-54: Planning Fees**

Type of Permit	Fee
Accessory Dwelling Unit	\$611
Address Assignment	\$267
Administrative Use Permit	\$1,833
Design Review, Minor	\$1,986
Landscape Plan Review	\$267
Sign Permit	\$500
Sign Review	\$300
Special Event	\$100-\$500
Temporary Use Permit (Tier 1)	\$70
Temporary Use Permit (Tier 2)	\$500-\$1000
Tree Removal Permit, Minor	\$1,833
Tree Removal Permit, Major	\$4,124
Use Permit, Home Occupation	\$50
Use Permit, Minor	\$7,255
Zoning Clearance for Retail Merchandising Unit	\$250
Zoning Letter	\$993

Deposit-based fees are required for processing major development applications through the Planning Department. The initial deposits shown below are due and payable upon filing an application and are based on the typical amount of staff time necessary to process similar applications. If additional staff time is necessary to adequately evaluate an application, additional deposits will be required. In accordance with the Colma ordinance that established the current Master Fee Schedule, the total amount of deposit-based fees shall not exceed three times the initial deposit, plus reimbursable costs. Any unused deposits are returned to the applicant after a decision on the application has been made by the City Council. Proposed

amendments require the same fees as an initial application. The following summarizes the deposit-based fees associated with typical entitlement applications for all types of residential development:

**Table H-55: Deposit Against Actual Cost – Land Use Development Processing Fees, Planning Services**

Type of Permit	Initial Deposit
Design Review, Major	\$7,102
General Plan Amendment	\$10,844
Lot Line Adjustment	\$8,416
Master Sign Program	\$7,255
Parcel Map	\$7,744
Planned Development Plan	\$6,949
Stormwater Review Deposit (Preliminary)	\$1,497
Subdivision Map	\$9,776
Use Permit, Major	\$7,225
Vacation or abandonment of Public Easement	\$6,644
Variance to Zoning Regulations	\$7,255
Zoning Reclassification	\$8,935

In addition to the above noted planning application fees, staff time associated with environmental review in accordance with CEQA (California Environmental Quality Act) review requires a separate deposit, which is due and payable at the time an application is submitted. As noted above, additional deposits will be required if the amount of staff time to evaluate the proposal exceeds the amount of the initial deposit. Any unused deposits are returned to the applicant after a decision on the environmental document has been made by the City Council. The total processing fee will not exceed the actual, reasonable cost of providing the service. In addition to the application and CEQA review fees, applicants are required to submit pass-through fees to the San Mateo County Clerk and California Department of Fish and Game, collected by the City after the environmental determination has been approved by the City Council. The following table summarizes the fees associated with environmental review of a proposed development (not specifically residential):

**Table H-56: CEQA Review Fees for Land Use Development Projects – Deposit Against Actual Cost**

Application	Initial Deposit	Pass-through Fees
Categorical Exemption	\$267	\$50-Document handling fee

(Mitigated) Negative Declaration	\$8,019 is prepared by Staff; otherwise 10% of the cost charged by an outside consultant	\$2,548.00 –CA Dept. Fish & Game fee \$50- Document handling fee
Environmental Impact Report	Consultant cost plus a deposit of 10% of the cost charged by an outside consultant	\$3,539.25 –CA Dept. Fish & Game fee \$50- Document handling fee
Environmental Document pursuant to a Certified Regulatory Program (CRP)	-	\$1,203.25 –CA Dept. Fish & Game fee \$50- Document handling fee

The Town of Colma's Planning Department is partially funded by application fees and deposits, but the remaining cost of operating the department is subsidized by the Town's General Fund. A cost of service fee study was conducted in 2018, resulting in an overall increase of planning and building fees. Residential planning and building fees are broadly required by all jurisdictions in San Mateo County. In Colma, such fees are noted here as affecting development, but are not viewed as a governmental constraint.

The following tables provide estimated planning, building and impact fees per unit for different types of residential units when compared to other jurisdictions within San Mateo County. The fees are based on the following prototypical projects:

**Table H-57: Total Fees (includes entitlement, building permits, and impact fees)  
per Unit**

City	Single Family	Small Multi-Unit	Large Multi-Unit
Atherton	\$15,941	No Data	No Data
Brisbane	\$24,940	\$11,678	No Data
Burlingame	\$69,425	\$30,345	\$23,229
Colma	\$6,760	\$36,950	\$17,030
Daly City	\$24,202	\$32,558	\$12,271
East Palo Alto	\$104,241	No Data	\$28,699
Foster City	\$67,886	\$47,179	\$11,288
Half Moon Bay	\$52,569	\$16,974	No Data
Hillsborough	\$71,092	No Data	No Data
Millbrae	\$97,756	\$6,824	\$55,186
Pacifica	\$33,725	\$40,151	No Data
Portola Valley	\$52,923	No Data	No Data
Redwood City	\$20,795	\$18,537	\$62,696
San Bruno	\$58,209	\$72,148	\$39,412
San Mateo	\$99,003	\$133,658	\$44,907
South San Francisco	\$81,366	\$76,156	\$32,471

Unincorporated San Mateo	\$36,429	\$27,978	\$10,012
Woodside	\$70,957	\$82,764	No Data

Source: Baird + Driskell Fee Survey Summary

Colma's fees are generally much less than those of other jurisdictions in the County for the single-family home prototype. Generally, the fees collected by the Town are relatively low and are not considered an impediment to development.

**Table H-58: Total Fees as a Percentage of Total Development Costs**

	Single family	Small Multi-Family	Large Multi-Family
Atherton	0%	No Data	No Data
Brisbane	1%	1%	No Data
Burlingame	3%	4%	3%
Colma	0%	4%	2%
Daly City	1%	4%	2%
East Palo Alto	4%	No Data	4%
Foster City	3%	6%	2%
Half Moon Bay	2%	2%	No Data
Hillsborough	3%	No Data	No Data
Millbrae	2%	8%	7%
Pacifica	1%	5%	No Data
Portola Valley	1%	No Data	No Data
Redwood City	1%	2%	8%
San Bruno	2%	8%	5%
San Mateo	4%	14%	6%
South San Francisco	3%	9%	4%
Unincorporated San Mateo	1%	3%	1%
Woodside	2%	9%	No Data

Source: Baird + Driskell Fee Survey Summary

### Building Fees

Colma, in accordance with the Government Code, enforces the latest edition of the California Building Code to ensure the health and safety of residents of newly constructed housing. The Town's Building Department enforces the building code. Inspections and approvals are completed promptly and do not add unnecessary delays in the construction of new housing.



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Fees are assessed for these projects to offset plan check and inspection activities. From time to time, the Town adjusts fees to keep up with inflation. These fees are established in accordance with the Government Code.

Building permit fees for new construction and additions are determined in dollars per square foot based on the occupancy of the use, with the final determination for the occupancy made by the Building Official. Permit fees for alterations, reports, and interior changes (tenant improvements) are charged on a sliding scale that is based upon the valuation of the project. The plan check fee is 65% of the permit fees.

### *Recycling Fees*

In March 2004, the Colma City Council passed an ordinance to meet the goals of the California Integrated Waste Management Act of 1989. The ordinance requires that at least 65 percent of the waste tonnage from any demolition project, including concrete and asphalt, (or 15% where there is no concrete and/or asphalt) be recycled and/or reused, consistent with the Act. Prior to demolition and building permit issuance, applicants must comply with the Town's Construction Debris and Demolition recycling ordinance and complete a "Recycling and Waste Calculation Form". At the time of building permit issuance, the applicant posts a deposit, at a rate of \$50 per ton for the percentage of recycled materials calculated. At the completion of the project, it is the contractor's responsibility to demonstrate that they have properly recycled the correct amount of waste generated by submitting receipts, weight tags, or other records to the Colma's building department for verification. If it is demonstrated that the construction debris recycling goals were met, the full amount of the deposit is refunded. If the amount recycled is less than the required amount, the Town of Colma retains the \$50.00 for each ton not recycled and/or reused. Since waste diversion is broadly required of all jurisdictions under State law, it is noted here as affecting development, but is not viewed as a constraint.

### *Public Works Fees*

There are also public works fees associated with property development. These fees are charged for processing documents necessary to implement a plan to develop a property. Fees are due and payable upon making application and are non-refundable. These fees are in addition to any other fees set forth in this schedule.

Typical public works fees include sewer connection fees, water meter and service connection fees and sidewalk and special encroachment permits, and the most prevalent associated with residential construction are summarized below.

**Table H-59: Public Works Fees – Town of Colma**

Type of Permit	Fee
Grading Plan Check Fees	
50-2,000 cu. yds	\$99.00 + \$71.00 per 100 cu. yds.

Grading Plan Checking > 2,000 cu. yds	\$1,490.00 + \$75.00 per 100 cu. yds. (if > 2,000 cu. yds.)
Grading Permit, 50-2,000 cu. yds	\$596.00 + \$36 per 100 cu. yds.
Grading Permit, >2,000 cu. yds	\$1,201.00 + \$65.00 per 100 cu. yds. (if >2,000 cu. yds.)
Improvement Plan Check Fees	
Contracts of <= \$10,000	\$397.00
Contracts between \$10,000-\$100,000	\$429.00 + \$5.00 per \$1,000 of contract cost
Contracts between \$100,000-\$500,000	\$894.00 + \$8.00 per \$1,000 of contract cost
Contracts > \$500,000	\$4,170.00 + \$8.00 per \$1,000 of contract cost
Encroachment Permit, single residential lot driveway	\$230
Encroachment Permit, single residential lot utility cut by contractor in asphalt street or concrete sidewalk	\$230.00
Encroachment Permit, single residential lot utility cut by contractor in an interlocking concrete paver surfaced street or sidewalk	\$330.00
Encroachment Permit, fence and/or landscaping in right-of- way	\$25.00
Parcel or Final Map Subdividing Property	\$3,972.00 for four lots + \$199.00 per each additional lot + recording costs

### *School Fees*

In 1987, Assembly Bill 2926 amended the California Government Code to authorize school districts to levy school impact fees on new residential, commercial, and industrial development. There are five school districts that serve Colma: The Bayshore Elementary School District, Jefferson Elementary School District, Pacifica Elementary School District, Brisbane Elementary School District, and the South San Francisco Unified School District. There is one high school district, the Jefferson Union High School District. School fees are collected to offset costs of rehabilitation and maintenance of school buildings. Fees are collected on all new construction projects in Colma, ADUs over 750 square feet, and on residential remodels in Colma that add 500 square feet or more. Residential school development fees for the Bayshore, Jefferson and Pacifica Elementary School Districts and Jefferson Union High School District are \$4.08 per square foot.

### *Parkland Dedication*

The Colma City Council adopted Ordinance 641 in 2006 to require dedication of land and/or payment of a parkland dedication fee. The parkland dedication fee applies to projects in Colma that require approval of a tentative map or parcel map for residential uses by one or more dwelling units but exempts subdivisions containing fewer than 5 parcels and not used for

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residential purposes. This fee is determined by multiplying 0.003 acres per person in the dwelling unit (which is the same as three acres per 1,000 persons) times the total number of dwelling units in the development times the average number of persons per dwelling unit in the subdivision for which the approval of a map is being sought. The ordinance assumes that the average number of persons in a dwelling unit in the subdivision will be 3.07, which is the average occupancy Based on the 2020 Census and the 2020 American Community Survey 5 Year Estimates. In subdivisions over 50 lots, or, in the case of a condominium project, stock cooperative or community apartment project, if the subdivision contains more than fifty (50) dwelling units, the developer shall both dedicate land and pay a fee. The purpose of collecting these fees is to provide park and/or recreational land for use by the residents of Colma. The Colma Parkland Dedication Fee ordinance is based on California State enabling legislation, so it is applicable statewide. Therefore, it is not viewed as a constraint to development, as many communities in the area have adopted the same regulations.

Local governments typically assess many different types of residential development fees. These include planning fees, building permit and related fees, capital facilities fees and development impact fees. Residential planning and building fees are broadly required by all jurisdictions in San Mateo County. In Colma, such fees are noted here as affecting development, but are not viewed as a governmental constraint.

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## HOUSING GOALS, POLICIES, AND PROGRAMS

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This section describes this Housing Element's policies and programs, and quantifies the objectives intended to guide housing development in Colma until the year 2031. Many of the following programs are carried over from the 2015 Housing Element.

### KEY HOUSING CONSIDERATIONS

By the year 2030, nearly one out of four San Mateo County residents will be over the age of 65. We must prepare for the aging baby boomer population by supporting healthy aging. Communities can support healthy older adults by placing neighborhood services near housing to allow for an easy walk between destinations, and viable public transit. Housing options for seniors can include senior housing with a variety of levels of services provided, assisted living facilities (a growing trend), and aging in place. Universal design (a set of building and design standards that make it easy for someone of any age to occupy a housing unit) can assist with aging in place. Shared housing arrangements (i.e., renting a room in an existing home) can also help meet senior needs.

Preserving the existing housing stock in Colma is a high priority. Continued maintenance of the existing housing stock helps provide lower-cost housing and ensures high-quality neighborhoods. Housing activities that help achieve these goals include rehabilitation of single- and multi-family housing, and code enforcement. Through code enforcement, neighborhood, and home improvement programs, the Town maintains a safe and healthy condition of existing housing units.

Providing affordable housing is essential for a healthy and balanced community. In addition to a diverse mix of housing types, it is necessary to make housing available for residents of all income levels. Throughout the Bay Area, residents face increasing challenges in finding affordable housing due to high housing demand at all levels. High demand and short supply have driven property values to levels that have shut many families and individuals out of the ownership market as well affordable rental housing. Lower-income families in particular find it difficult to secure decent, safe housing. The Town of Colma works with both nonprofit and for-profit developers to assist in the production of affordable for-sale and rental housing when opportunities arise. Seeking funding from varied sources increases opportunities for the development of affordable housing. Meeting the housing needs of all residents of the community requires the identification of adequate sites for all types of housing. By capitalizing on the variety of options available through the General Plan and continuing to maintain an inventory of potential sites, the Town will ensure that adequate residentially zoned and mixed-use sites are available to facilitate the development of a variety of housing types.

Market and governmental factors pose constraints to the provision of adequate and affordable housing. These factors tend to disproportionately impact lower- and moderate-income

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households due to their limited resources for absorbing the costs. The Town of Colma is committed to removing governmental constraints that might hinder the production of housing. To fully meet the community's housing needs, the Town must ensure that housing is accessible to all residents, regardless of race, religion, family status, age, or physical disability.

## HOUSING ELEMENT GOALS, POLICIES, PROGRAMS AND OBJECTIVES

Colma's long-term housing goal is to facilitate and encourage housing that fulfills the diverse needs of the community. The Housing Element identifies long-term housing goals and shorter-term policies to address the identified housing needs. The goals and policies are implemented through a series of housing programs. Programs identify specific actions the town will undertake toward putting each goal and policy into action.

The goals, policies, and programs build upon the identified housing needs in the community, constraints confronting the town, and resources available to address the housing needs. This Housing Element will guide Colma's housing policy through the 2023-2031 planning period.

Colma's housing goals, policies, and programs address the six major housing needs identified by State law:

- Maintain and preserve the existing affordable housing stock
- Assist in the development of affordable housing
- Identify adequate sites to achieve a variety and diversity of housing
- Remove constraints to housing development
- Promote equal housing opportunities
- Provide programs to meet other identified housing needs

Colma takes a comprehensive approach to housing planning. Housing, land use, economic development, and transportation policies work together to address the total housing need in Colma.

Colma has established eight goals relating to housing. These goals include seven goals from the 2015 Housing Element and one new goal. Under each goal, policies related to that goal area are listed.

**Goal A:** Identify adequate sites, with appropriate zoning and development standards and services to accommodate Colma's share of the regional housing needs for each income level.

**Goal B:** Assist in making available adequate housing to meet the needs of extremely low, very low-, low- and moderate-income households.

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- Goal C:** Address, and where possible, remove governmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities.
- Goal D:** Conserve and improve the condition of the existing housing stock.
- Goal E:** Preserve assisted housing developments at risk of conversion to market-rate.
- Goal F:** Promote equal housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status or disability.
- Goal G:** Encourage sustainable residential development that is energy efficient and consistent with existing and future Town values and policies related to reducing greenhouse gas emissions.
- Goal H:** When opportunity sites are developed, require provision of public benefits with value proportional to the project's building square footage in excess of established development standards.

To reach the above identified housing goals, specific housing policies and programs have been identified. Table H-60, below, identifies each housing policy, the specific housing goals that the policies relate to, and the programs implementing the policies. Table H-61 identifies the quantified objectives for construction, rehabilitation, and conservation of housing in the Town of Colma.

Table H-60: Town of Colma Goals, Policies, Programs and Objectives

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
<b>Policy 1: Encourage construction of single family detached homes at all income levels in the Sterling Park residential neighborhood.</b>				
<p>Goal A: Identify Adequate Sites</p> <p>Goal B: Assist in making affordable units available</p>	<p><b>Program 1.1 Manufactured Housing Design Standards.</b></p> <p>California's Factory Built Housing Law allows jurisdictions to regulate the design and aesthetics of manufactured housing as long as the restrictions are similar to those applied to other residences of similar size.</p> <p>Manufactured homes complying with and certified by state law must be permitted as single-family homes in residential neighborhoods. By drafting and adopting a design ordinance for manufactured homes, Colma can ensure that the aesthetics of Sterling Park will not be adversely affected by manufactured homes.</p> <p>In May of 2013 City Council adopted Ordinance No. 720, allowing manufactured homes to be located in a single-family residential zone, provided it is on a permanent foundation, devoid of wheels or axles, and meets specified design standards, and establishing development standards applicable to manufactured homes.</p>	Ongoing	Planning Department is responsible for making developers aware of this provision.	Allows for construction of single-family residences at lower costs, thereby reducing the cost of housing.

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
<p>Goal A: Identify Adequate Sites</p> <p>Goal B: Assist in making affordable units available</p>	<p><b>Program 1.2 General Plan Consistency Review and Annual Report.</b></p> <p>Continue to conduct an annual Housing Element implementation review consistent with Government Code Section 65400. Provide an annual report on the Town's housing efforts to the City Council and ensure the annual report is available to the public.</p>	Continue internal consistency review annually and make report available to the public.	Planning Department is responsible for General Plan and Housing Element review and maintenance.	Increase awareness to decision makers of annual progress toward meeting Housing Element Goals.
<b>Policy 2: Encourage construction of second dwelling units where appropriate.</b>				
<p>Goal A: Identify Adequate Sites</p> <p>Goal B: Assist in making affordable units available</p>	<p><b>Program 2.1 Second Unit Ordinance.</b></p> <p>Pursuant to Colma's Zoning Code, second dwelling units are permitted in the "R" Zone, in accordance with state law. They are also permitted in the "C" zone with a Conditional Use Permit.</p> <p>Second dwelling units are not permitted in the Sterling Park neighborhood, in order to comply with the maximum density of the 13 units/acre density and to manage parking impacts.</p>	Ongoing	Planning Department is responsible for providing information to prospective developers in areas where second units are permitted.	<p>To increase the number of second dwelling units</p> <p>To encourage the development of second units in areas of the town where they are permitted or conditionally permitted (C and R zones).</p>



<p>Goal C: Identify Adequate Sites</p> <p>Goal B: Assist in making affordable units available</p>	<p><b>Program 2.2 Accessory Dwelling Units.</b></p> <p>Accessory dwelling units (ADUs) provide affordable housing opportunities for the elderly, household employees, disabled persons, and low-income persons, as well as a source of income for retired homeowners. The City's zoning regulations allows an ADU or JADU subject only to a building permit under subsection 5.19.040(A) may be created on a lot in a residential or mixed-use zone. In order to maximize ADU development, this program will incorporate additional provisions beyond those required under State law including the following:</p> <ul style="list-style-type: none"> <li>• Seek planning grants to reimburse ADU building fees</li> <li>• Conduct a survey of homeowner interest in ADUs and JADU</li> <li>• Develop ADU and JADU outreach materials</li> <li>• Notify residents of ADU/JADU eligibility</li> </ul> <p>The City will continue to facilitate ADU construction by providing information to interested homeowners and on the City website and will monitor the number and affordability of new ADUs. ADU production will be monitored on an annual basis and if the City finds that ADUs are not being developed and made available at affordable rents to lower-income households at the rate anticipated, the City will implement additional incentives to more effectively promote development of affordable accessory units within six months of the findings. In March 2017, the City adopted an Ordinance related to any proposed ADU or JADU that does not conform to the objective standards set forth in Municipal Code Section 5.19 may be allowed by the City with a Conditional Use Permit, in accordance with section 5.030.400 through 5.030.430.</p>	<p>Annual monitoring throughout the planning period.</p>	<p>Planning Department is responsible for providing information in areas where ADUs are permitted.</p>	<p>Facilitate additional ADU development.</p>
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Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
<b>Policy 3: Provide incentives that encourage affordable high-density residential uses near major regional transportation facilities.</b>				
<p>Goal A: Identify Adequate Sites</p> <p>Goal B: Assist in making affordable units available</p> <p>Goal C: Remove governmental constraints</p>	<p><b>Program 3.1 Planned Development Districts and Mixed Use.</b></p> <p>Pursuant to the Colma Zoning Ordinance, parcels zoned as “Planned Development (PD)” permit a mix of uses, including both residential and commercial. Higher density, multi-unit residential developments are permitted in PD zones.</p> <p>PD districts may be established in any R or C zone upon application of a property owner or owners, or upon the initiative of the City Council.</p>	Ongoing	<p>Planning Department is responsible for the review of planned development applications.</p> <p>City Council is responsible for the adoption of planned development rezones.</p>	<p>To optimize the use of developable land to maximize the General Plan density of each developable site.</p> <p>To allow for the implementation of Density Bonus provisions when appropriate.</p>
Goal B: Assist in making affordable units available	<p><b>Program 3.2 Density Bonus Provisions for Affordable Housing.</b></p> <p>In December of 2005, the Town adopted a Density Bonus Ordinance that provides for the granting of concessions and an increase in density for qualifying residential projects, consistent with State Law.</p>	Ongoing	Planning Department is responsible for making developers aware of density bonus provisions.	To increase the supply of housing units through the use of density bonus provisions.
Goal B: Assist in making affordable units available	<p><b>Program 3.3 High-Density Housing Near Colma and South San Francisco BART Stations.</b></p> <p>Pursuant to the Colma General Plan, a residential density policy applicable to property fronting on El Camino Real between B, C and D Streets encourages high density residential facilities in the vicinity of the Colma and South San Francisco BART Stations.</p>	Ongoing provision of information to prospective property buyers	<p>Planning Department is responsible for processing development applications</p> <p>City Council is responsible for approving new developments.</p>	To facilitate the development of housing units and affordable housing units in proximity to the BART station.

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
	At the Colma BART Station, policies suggest that rooflines exhibit a pitched roof treatment, and that the east facade of all structures not exceed the equivalent of two stories above properties in the adjacent R-S Zoning District.			
Goal A: Identify Adequate Sites  Goal B: Assist in making affordable units available  Goal C: Remove governmental constraints	<b>Program 3.4 Planner Responsibility to Promote Affordable Housing and Mixed-Use.</b> At the time first contact is made with Town staff, developers are alerted by the City Planner of the Town's desire to provide a wide range of housing, including units affordable to lower income households. The Planner informs prospective developers of the numerous alternatives for financing the construction of affordable housing units, including available incentives such as density bonuses, and provides them with a list of vacant and underutilized properties in Colma. Provide development community with HCD "Financial Assistance Program Directory".	Ongoing implementation of existing program.	Planning Department is responsible for ongoing management of the existing program. City Council is responsible for approving new developments.	To assist in the development of affordable units.
Goal A: Identify Adequate Sites  Goal B: Assist in making affordable units available  Goal C: Remove governmental constraints	<b>Program 3.5 Planned Development Zoning Provisions for Single Family Attached Development.</b> The Town's Planned Development Ordinance provides for residential development proposals that would not be possible under the available conventional zoning. Establishing a PD or 'Planned Development' allows for site-specific constraints to be taken into account when setting the regulations for development, such as design, setback, and parking standards. By allowing for PDs in the Zoning Code, the Zoning Code becomes more flexible and accommodating of residential proposals that can respond to site specific conditions.	Ongoing enforcement of existing ordinance and standards.	Planning Department is responsible for ongoing enforcement of municipal zoning code.	To optimize the use of developable land to maximize the General Plan density of each developable site.  To allow for the implementation of Density Bonus provisions when appropriate.

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
<p>Goal A: Identify Adequate Sites</p> <p>Goal B: Assist in making affordable units available</p> <p>Goal C: Remove governmental constraints</p>	<p><b>Program 3.6 Ensure No Net Loss of Required Units.</b></p> <p>For each of the three sites identified to accommodate housing for lower income households approved for development at a realistic capacity lower than that identified in the Housing Element, the Town shall identify a site with available infrastructure, without site constraints that would impair achieving maximum densities, and rezone the identified site with a maximum density of 30 units per acre. The rezoned site shall be of sufficient size to accommodate the equivalent realistic capacity of the underdeveloped site so that there is no net loss of capacity in zoning for lower income households.</p> <p>In May of 2013, the Town added to the Colma Municipal Code the provision that there be no net loss of housing at designated housing sites, pursuant to Govt. Code Section 65863.</p>	<p>Ongoing provision of information to developers and enforcement of the no net loss provision.</p>	<p>Planning Department is responsible for determining realistic capacity and ensuring adequate sites for required units.</p>	<p>To assure that all units identified in the Housing Element will be built on designated sites or alternative sites.</p>

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
Goal B: Assist in making affordable units available	<p><b>Program 3.7 Inclusionary Housing.</b></p> <p>In December 2005, the Town adopted an Inclusionary Housing Ordinance amending the Colma Municipal Code. The Ordinance requires developments of 5 or more units including 20% inclusionary affordable units or pay an in-lieu fee to the Colma Housing Trust Fund.</p> <p>The Town participated in a countywide nexus study to consider appropriate affordable housing impact fees, commercial linkage fees, and determine a nexus for an affordable housing requirement that is fair and equitable. The results of this study were published in September 2015.</p> <p>In September 2016, the City adopted an Ordinance amending Colma Municipal Code Section 5.12 related to Inclusionary and Affordable Housing.</p>	Ongoing	Planning Department is responsible for evaluating and presenting to the City Council options on how to implement the Nexus Study.	To create new affordable housing units both for rent and for sale.
Goal H: Provision of public benefits	<p><b>Program 3.8 Development Agreement.</b></p> <p>Require a development agreement for the development of opportunity sites. The agreement will specify the public benefits that will be provided in exchange for the requested higher intensity or density. The Town will negotiate the terms of the Development Agreement including the period during which the entitlement will be available to the developer and public benefits that will be provided by the developer.</p>	Ongoing	Planning Department is responsible for determining realistic intensity or density.	To assure that opportunity sites would require a development agreement that would specify the public benefits that will be provided in exchange for the requested higher intensity or density.

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
Goal H: Provision of public benefits	<b>Program 3.9 Funding District.</b> For residential and office development on opportunity sites, consider the creation of a funding district or other funding mechanism to assure that the project will pay for Town services required to support and maintain the project in perpetuity.	Ongoing	Planning Department is responsible for determining a funding district or other funding mechanism.	To ensure that opportunity sites would pay for Town services required to support and maintain a project in perpetuity.
<b>Policy 4: Provide Housing accessible to persons with special needs, including seniors, persons with disabilities, and homeless persons.</b>				
Goal C: Remove governmental constraints  Goal F: Equal Opportunity for Housing	<b>Program 4.1 Reasonable Accommodations Ordinance Public Information, Ordinance Amendment and Monitoring</b> In January 2007, the Town adopted an ordinance amending the Colma municipal code to provide a procedure by which persons with disabilities can request reasonable accommodation in seeking equal access to housing. The procedure includes an application form, establishes review authority, requires public noticing and requires findings. In March 2015, the Town amended its Reasonable Accommodation Ordinance to remove provisions that are not in compliance with fair housing laws. The Town will continue to provide public information in order to continue to allow for reasonable accommodation for persons with special needs. The Town will regularly monitor the implementation of the Town's codes, policies, and procedures to ensure that they comply with the "reasonable accommodation" for disabled provisions and all fair housing laws.	Ongoing.	The Planning Department is responsible for amending and providing information about the municipal zoning code and monitoring the implementation of the Town's codes, policies, and procedures to ensure that they comply with the "reasonable accommodation" for disabled provisions and all fair housing laws.	To ensure that reasonable accommodation is made for individuals to have equal access to housing.

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
Goal E: Preserve assisted housing developments at-risk of conversion to market- rate.  Goal F: Equal Opportunity for Housing	<b>Program 4.2 Senior Housing.</b> Through this program the Town maintains and manages Creekside Villas, an 18-unit Senior Housing Complex on El Camino Real. The current rental structure is designed to provide subsidized and affordable units to low-income seniors.	Ongoing	Town of Colma Administration and the Department of Public Works responsible for maintenance/management of the facility.	To maintain affordable housing for seniors within the community.
Goal F: Equal Opportunity for Housing	<b>Program 4.3 Emergency Shelters.</b> California Government Code Section 65583(a) (4) requires Colma to assess the need for emergency homeless shelters and zones to permit these shelters by right and without environmental review. In May of 2013, the Town of Colma amended its Municipal Code to implement Government Code Section 65583(a) 94). The amendment allows for the construction of an emergency homeless shelter within the Commercial (C) district.	Ongoing	Planning Department responsible for advising a potential developer of an emergency shelter of the zoning provisions. Building Department responsible for processing building permits.	Allowance for an emergency shelter.
Goal F: Equal Opportunity for Housing	<b>Program 4.4 Inform local developers of opportunities to provide transitional and supportive housing.</b> Provide information regarding the Town's transitional and supportive housing opportunities to local developers through counter handouts and interactions, and on the Town's website.	Ongoing	Planning Department.	Allowance for transitional and supportive housing.

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
Goal F: Equal Opportunity for Housing	<p><b>Program 4.5 Transitional and supportive housing is considered a residential use of the property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.</b></p> <p>In May of 2013, the Town of Colma amended its Municipal Code to allow transitional and supportive housing as a residential use of property of the same type and in the same zone, with no restriction on the number of units within the Commercial/Multi-family zone.</p>	Ongoing	Planning Department to inform those that make inquiries to the Planning Department of the provisions.	Allowance for transitional and supportive housing in residential zones.
Goal F: Equal Opportunity for Housing	<p><b>Program 4.6. Reach out to local service providers of special needs groups to assist in the identification and analysis of constraints to the provision of housing for persons with disabilities.</b></p> <p>Identify unmet needs and – to the degree possible – overcome any constraints, including lack of capacity and available resources.</p>	Development of program and ongoing implementation.	Planning Department	To ensure that equal access and opportunities are provided to persons with disabilities for housing.
<b>Policy 5: Assist citizens in locating and retaining affordable housing and promote equal housing opportunity and fair housing.</b>				
<p>Goal B: Assist in making affordable units available</p> <p>Goal F: Equal Opportunity for Housing</p>	<p><b>Program 5.1 Knowledgeable Housing Referral.</b></p> <p>The Colma Planning Department currently retains a listing of major agencies and organizations active in housing related services in nearby cities and a listing of relevant regional, state, and federal offices providing project funding and individual assistance. In particular, persons requesting information or assistance relative to fair housing discrimination complaints shall be referred to the County Community Services Department and provided with State and Federal printed information concerning Fair Housing</p>	Ongoing implementation of existing program.	Planning Department is responsible for the ongoing management of the existing program.	To ensure that referrals can be made to provide equal access to housing.



Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
	Law and rights. Local fair housing policies are posted for public review at the Town Hall, Colma Community Center, and Creekside Villas, the Town's Senior Housing Complex.			
Goal E: Preserve assisted housing developments at-risk of conversion to market- rate.  Goal F: Equal Opportunity for Housing	<b>Program 5.2 Human Investment Project (HIP) Support.</b> The Town supports the Human Investment Project (HIP), which provides affordable housing opportunities to residents of San Mateo County such as a Home Sharing Program for the elderly and roommate referral. Information about HIP is periodically printed in the Town's monthly newsletter.	Ongoing implementation of existing program.	Planning Department is responsible for the ongoing management of the existing program. City Council is responsible for the approval of any monetary support.	Supports better utilization of existing housing stock and provides affordable housing. It also supports better maintenance of existing housing stock.
Goal B: Assist in making affordable units available  Goal F: Equal Opportunity for Housing	<b>Program 5.3 Section 8 Rental Assistance.</b> Through this program, the Town actively encourages very-low-income households to apply to the San Mateo Housing Authority for rent subsidies. Information on application dates and contacts will be disbursed to the community by the Colma Planning Department, in addition to the Housing Authority's local advertisement. The Town's existing newsletter, mailed to all households, is also utilized to distribute information, as is the Town's website.	Ongoing implementation of existing program.	Planning Department is responsible for the ongoing management of the existing program.	To ensure that information is provided to qualified applicants to provide equal access to housing.

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
Goal D: Conserve and improve the condition of the existing housing stock.  Goal E: Preserve assisted housing developments.	<b>Program 5.4 Housing Recordkeeping.</b> Through this program a master list of total housing units and the estimated population is maintained by the City Planner and updated annually using building records.	Ongoing implementation of existing program.	Planning Department is responsible for the ongoing management of the existing program.	To conserve and improve the condition of the existing housing stock.
Goal B: Assist in making affordable units available  Goal E: Preserve assisted housing developments.  Goal F: Equal Opportunity for Housing	<b>Program 5.5 Address needs of Extremely Low-Income Households.</b>  To address the housing needs of extremely low-income, very low-, low-, low- and moderate-income households, the Town will identify and meet with property owners and nonprofit builders annually who specialize in building housing for extremely low- income households including those with special needs and veterans. This effort is designed to build a long-term partnership in development, assist potential developers in gaining access to specialized funding sources, identify the range of local resources and assistance needed to facilitate the development of housing for extremely low-income households, and to promote a variety of housing types, including higher density, multi-family, and shared housing.	Ongoing. Meetings with property owners and non-profit developers on an annual basis. Planning Department Staff participated in several panel discussions and interacted with developers and housing advocates as part of the 21 Elements process to prepare this Housing Element.	Planning Department will lead the outreach and information dispersal efforts.	To assist developers and property owners in making affordable units available, which, in turn, provides equal housing opportunities.
Policy 6: Recommended and promote energy conservation in existing and new housing.				

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
Goal G: Sustainable residential development	<b>Program 6.1 Greenbuilding Regulations for Residential Uses.</b> Colma Planning Department will study the appropriateness and effectiveness of adopting green building and green landscaping ordinances, as part of a Town effort to address global climate change and energy conservation. The study will include consideration of energy efficient design, use of renewable resources in building and interior design materials, and the incorporation of solar and wind energy infrastructure.	Current State Building Codes require higher energy efficiency. After there is a better understanding of the new code requirements, the town will study the appropriateness, effectiveness and feasibility of adopting greenbuilding and green landscaping ordinances.	The Planning Department and Building Department are responsible for implementing the Climate Action Plan and reviewing code requirements. City Council is responsible for the approval of code amendments.	To create new and sustainable residential development  To retrofit existing structures to increase efficiency and reduce energy use and cost.
Goal G: Sustainable residential development	<b>Program 6.2 Encourage use of cool roofing systems and other energy conservation measures to reduce a building's energy usage.</b> The Town will provide information to the public on programs to assist in the provision of energy efficiency measures during new construction or as a residential retrofit.	Ongoing.	Planning and Building Departments.	To create new and sustainable residential development.  To retrofit existing structures to increase efficiency and reduce energy use and cost.
Policy 7: Promote the conservation and improvement of the condition of existing housing stock and encourage remodeling and expansion efforts by homeowners.				

Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
Goal D: Conserve and improve the condition of the existing housing stock.  Goal E: Preserve assisted housing developments at-risk of conversion to market- rate.	<b>Program 7.1 “Rebuilding Together Peninsula” Participation.</b> The Town will continue participation in Rebuilding Together Peninsula as opportunities arise. Rebuilding Together Peninsula is a program organized by the Mid-Peninsula Housing Coalition.  Through this program, Colma citizens and employees volunteer to rehabilitate a residence in the area, so their neighbors can live in warmth, safety and independence.	Ongoing participation in existing program.	All Town staff and residents responsible for participation.	To conserve and improve the condition of the existing housing stock.
Goal D: Conserve and improve the condition of the existing housing stock.	<b>Program 7.2 Neighborhood Improvement (Code Enforcement).</b> Continue neighborhood improvement efforts through an active code enforcement program and provide staff as needed to improve residential areas. Consider revision of the Municipal Code section to allow administrative citation authority and to levy fees, civil penalties and continue to use civil and criminal litigation to bring about compliance.	Completed. Ordinance adopted September 12, 2012. Ongoing code enforcement program.	Planning Department, with assistance from the Building Official and City Attorney’s office.	To conserve and improve the condition of the existing housing stock.
Goal D: Conserve and improve the condition of the existing housing stock.	<b>Program 7.3 Nuisance Abatement and Property Maintenance process to Improve Individual Properties and Neighborhood Pride.</b> The Town will continue its active pursuance of compliance by property owners on laws related to property maintenance permit conditions and construction and zoning codes in order to correct conditions of visual blight and to protect property values.	Ongoing enforcement of existing ordinance and standards.	Planning Department is responsible for ongoing enforcement of the municipal zoning code.	To conserve and improve the condition of the existing housing stock.

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Related Goal	Implementing Program	Timeframe	Tasks & Responsibility	Quantified Objective
Goal D: Conserve and improve the condition of the existing housing stock.	<b>Program 7.4 Organize Community Clean Up Days.</b> Town will organize community clean up days, to promote rehabilitation, renovation and home care. Programs may include waste hauling programs, Town provided painting and other renovation supplies, and possibly organize volunteers.	Ongoing – the Town organizes community clean-up days on an annual basis.	Planning and Recreation departments responsible for program. City Council is responsible for adopting program.	To conserve and improve the condition of the existing housing stock.

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## QUANTIFIED OBJECTIVES

Table H-61 summarizes quantified objectives for the construction, rehabilitation and conservation of housing in the Town of Colma for this Housing Element.

Table H-61: Quantified Objectives 2023-2031

Income Category	RHNA	New Construction	Rehabilitation	Conservation/ Preservation	Total <sup>1</sup>
Extremely Low (Less than 30% of AMI) <sup>2</sup>	0	0	0	0	0
Very Low (30-50% of AMI)	44	53	0	0	0
Low (50-80% of AMI)	25	30	0	0	0
Moderate (80-120% of AMI)	37	44	0	0	0
Above Moderate (Greater than 120% of AMI)	96	128	0	0	0
Total	202	255	0	0	255

Notes:

<sup>1</sup>Totals in each category are estimated based on site inventory, income category of existing units to be conserved and past performance in rehabilitation.

<sup>2</sup>The "extremely low income" category is not formally included in the RHNA. However, cities are charged with addressing the housing needs of this population in the Housing Element. The extremely low income totals are based on an estimated average of 50 percent of all very low income households, per HCD direction.

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## EVALUATION OF THE PRIOR 2015 HOUSING ELEMENT

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State housing element law requires communities to assess their achievements under adopted housing programs as part of the update of an existing housing element. These results should be quantified where possible (e.g., rehabilitation results), but may be qualitative where necessary (e.g., mitigation of governmental constraints). Past accomplishments are compared with what was projected or planned as part of the earlier housing element. Where significant shortfalls exist between what was planned and what was achieved, the reasons for such differences must be discussed.

The 2015 Housing Element identified a number of programs designed to facilitate affordable housing and quantified the number of units to be achieved through the various programs. An evaluation of the housing programs included in the 2009 Housing Element ultimately informed the policies and programs of the 2015 Housing Element, as several successful programs were carried over to this Housing Element, and some less successful programs were modified.

### EFFECTIVENESS OF PREVIOUS HOUSING ELEMENTS

The previous Housing Elements have been effective in maintaining, improving and increasing the supply of new housing.

The 2015 Housing Element called for 59 new units. Town records show that 75 new units were built under the 2015 Housing Element, exceeding the goal of 59 units. Therefore, the 2015 Housing Element was highly effective in meeting its RHNA allocation. This success was due to a successful identification of housing sites in the Housing Element and policies favorable to housing development.

The main factor that allowed the Town to reach its goal was the development of the Veterans Village, a 66-unit affordable housing community for veterans.

Colma is in compliance with Assembly Bill 1233, which requires that necessary rezoning identified by the previous Housing Element be adopted within a specific time frame.

### APPROPRIATENESS OF THE 2015 HOUSING ELEMENT POLICIES AND PROGRAMS

Many of the policies and programs of the 2015 Housing Element were deemed to remain appropriate and have been carried over to the 2023 Housing Element. The 2015 Housing Element contains a series of Implementation Programs. Table H-62 provides a program-by-program review considering progress to date in implementation of these program actions, and the continued appropriateness of identified programs. The results of this analysis form the basis

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for developing the comprehensive housing program strategy presented in the General Plan Housing Element.



## HOUSING ELEMENT PROGRAM EVALUATION (2015-2023)

Table H-62: Town of Colma Previous Housing Element Accomplishments

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
<b>Policy 1: Encourage construction of single family detached homes at all income levels in the Sterling Park residential neighborhood.</b>			
<b>Program 1.1 Manufactured Housing Design Standards.</b> Timing: Ongoing Responsibility: Planning Department	Allows for construction of single-family residences at lower costs, thereby reducing the cost of housing.	In May of 2013 City Council adopted Ordinance No. 720, allowing manufactured homes to be located in a single-family residential zone, provided it is on a permanent foundation, devoid of wheels or axles, and meets specified design standards, and establishing development standards applicable to manufactured homes.	Since adoption of this ordinance in 2013, no requests have been made to construct a manufactured home. This program is continued in the 2023 Housing Element
<b>Program 1.2 General Plan Consistency Review and Annual Report.</b> Continue to conduct an annual Housing Element implementation review consistent with Government Code Section 65400. Timing: Ongoing Responsibility: Planning Department	Increase awareness to decision makers of annual progress toward meeting Housing Element Goals.	Continue internal consistency review annually and make reports available to the public.	This program is continued in the 2023 Housing Element
<b>Policy 2: Encourage construction of second dwelling units where appropriate.</b>			

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
<b>Program 2.1 Second Unit Ordinance.</b> Pursuant to Colma's Zoning Code, second dwelling units are permitted in the "R" Zone, in accordance with state law. Second dwelling units are not permitted in the Sterling Park neighborhood, in order to comply with the maximum density of the 13 units/acre density and to manage parking impacts. Timing: Ongoing Responsibility: Planning Department	To increase the number of second dwelling units; and to encourage the development of second units in areas of the town where they are permitted or conditionally permitted (C and R zones).	Accessory Dwelling Unit (ADU) Ordinance adopted in 2017. The ordinance was amended in 2020 to comply with new state housing laws.	No new second units were constructed under the 2015 Housing Element. This program is effective and will continue in the 2023 Housing Element.
<b>Policy 3: Provide incentives that encourage affordable high-density residential uses near major regional transportation facilities.</b>			
<b>Program 3.1 Planned Development Districts and Mixed Use.</b> Pursuant to the Colma Zoning Ordinance, parcels zoned as "Planned Development (PD)" permit a mix of uses, including both residential and commercial. Higher density, multi-unit residential developments are permitted in PD zones. PD districts may be established in any R or C zone upon application of a property owner or owners, or upon the initiative of the City Council. Timing: Ongoing Responsibility: Planning Department	To optimize the use of developable land to maximize the General Plan density of each developable site; and to allow for implementation of Density Bonus provisions when appropriate.	The Planned Development District process is an effective tool in allowing for design flexibility for maximizing unit output. No new Residential Planned Developments were constructed under the 2015 Housing Element.	This program is effective and will continue in the 2023 Housing Element.

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
<b>Program 3.2 Density Bonus and Inclusionary Housing Provisions</b> Timing: Ongoing Responsibility: Planning Department	To increase the supply of housing units through the use of density bonus provisions.	Evaluation to be completed within one year of Housing Element adoption.	Town participating with other jurisdictions in San Mateo County to prepare a joint Nexus study to support existing ordinance. This program is continued in the 2023 Housing Element.
<b>Program 3.3 High-Density Housing Near Colma and South San Francisco BART Stations.</b> Timing: Ongoing Responsibility: Planning Department	To facilitate the development of housing units and affordable housing units in proximity to the BART station.	The Town continues to encourage development near the BART Stations. Due to the recession, no units were built.	No new units were built under the 2015 Housing Element as a result of the economy. This program is continued in the 2023 Housing Element.
<b>Program 3.4 Planner Responsibility to Promote Affordable Housing and Mixed-Use.</b> Timing: Ongoing Responsibility: Planning Department	To assist in the development of affordable units.	Ongoing implementation of existing program.	Routine meetings and inquiries with property owners, citizens and developers as they request information about various properties. This program is continued in the 2023 Housing Element.

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
<b>Program 3.5 Planned Development Zoning Provisions for Larger Lot Development.</b> Timing: Ongoing Responsibility: Planning Department The Town's Planned Development Ordinance provides for residential development proposals that would not be possible under the available conventional zoning. Establishing a PD or 'Planned Development' allows for site-specific constraints to be taken into account when setting the regulations for development, such as design, setback, and parking standards.	To optimize the use of developable land to maximize the General Plan density of each developable site; and to allow for implementation of Density Bonus provisions when appropriate.	None. The Town of Colma only has smaller development sites which are planned to be developed with higher density housing. No opportunities for Planned Development zoning have been presented.	No new units were constructed under the 2015 Housing Element. This program is continued in the 2023 Housing Element.
<b>Program 3.6 Ensure No Net Loss of Required Units.</b> Timing: Ongoing Responsibility: Planning Department	To ensure that all units identified in the Housing Element will be built on designated sites or alternative sites.	Completed. In May of 2013 City Council adopted Ordinance No. 720, prohibiting the density of any multi-family residential site identified in the 2009 Housing Element from being reduced unless (1) the reduction is consistent with the General Plan and (2) the remaining sites are adequate to meet the Town's allocation of the regional housing needs (RHNA).	No new units were built under the 2009 Housing Element as a result of the economy, so this program scenario has not presented itself. This program is effective and continued in the 2015 Housing Element.

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
<b>Program 3.7 Inclusionary Housing.</b> Timing: Ongoing Responsibility: Planning Department	To create new affordable housing units both for rent and for sale.	Nexus Study and Housing Impact Fees adopted 2016.	This program is modified in the 2023 Housing Element.
<b>Policy 4: Provide Housing accessible to persons with special needs, including seniors, persons with disabilities, and homeless persons.</b>			
<b>Program 4.1 Reasonable Accommodations Ordinance Enforcement.</b> Timing: Ongoing Responsibility: Planning Department	To ensure that reasonable accommodation is made for individuals to have equal access to housing.	No requests for reasonable accommodation were made during the 2015 Housing Element period.	No requests for reasonable accommodation have been made during the reporting period. In January 2007, the Town adopted an ordinance amending the Colma municipal code which outlines the reasonable accommodation process. This program is modified in the 2023 Housing Element.
<b>Program 4.2 Senior Housing.</b> Timing: Ongoing Responsibility: Planning Department	To maintain affordable housing for seniors within the community.	Completed and ongoing.	Through this program the Town maintains and manages Creekside Villas, an 18-unit Senior Housing Complex on El Camino Real. The current rental structure is designed to provide subsidized and affordable units to low-income seniors. This program is effective and will continue in the 2023 Housing Element.

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
<b>Program 4.3 Emergency Shelters.</b> Timing: Ongoing Responsibility: Planning Department	Allowance for an emergency shelter.	Completed. In May of 2013 City Council adopted Ordinance No. 720, allowing emergency shelters on all properties zoned for commercial use, without a conditional use permit or other discretionary permit, and establishing development standards applicable to emergency shelters (An emergency shelter is housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less).	No requests for an emergency shelter have been made during the 2015 Housing Element period. This program is effective and will continue in the 2023 Housing Element.
<b>Program 4.4 Inform local developers of opportunities to provide transitional and supportive housing.</b> Timing: Ongoing Responsibility: Planning Department	Allowance for transitional and supportive housing.	Ongoing. Information provided at time of counter interaction.	This program is effective and will continue in the 2023 Housing Element.
<b>Program 4.5 Amend the Zoning Code within one year of adoption of the Colma Housing Element to clarify that transitional and supportive housing is considered a residential use of the property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.</b> Timing: Ongoing Responsibility: Planning Department	Allowance for transitional and supportive housing in residential zones.	Completed. In May of 2013 City Council adopted Ordinance No. 720, allowing transitional and supportive housing on all properties zoned for residential or commercial use (Transitional housing is rental housing for a set period of time of at least six months and Supportive housing means rental housing with no limit on length of stay, which is linked to certain support services), and establishing	This program is proposed to be modified in the 2023 Housing Element to note that the Town has amended its zoning to clarify that the supportive housing is considered a residential use of property.

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
		development standards applicable to both.	
<b>Program 4.6. Reach out to local service providers of special needs groups to assist in the identification and analysis of constraints to the provision of housing for persons with disabilities.</b> Timing: Ongoing Responsibility: Planning Department	To assure that equal access and opportunities are provided to persons with disabilities for housing.	During the preparation process of the 2015 Housing Element, the 21 Elements team facilitated a series of panel discussions to solicit input from stakeholders throughout the county on housing issues. Three meetings were held, with focused stakeholder participants, including housing developers, housing advocates and funding providers, and special needs service providers.	This program is effective and continued in the 2023 Housing Element.
<b>Policy 5: Assist citizens in locating and retaining affordable housing and promote equal housing opportunity and fair housing.</b>			
<b>Program 5.1 Knowledgeable Housing Referral. Timing: Ongoing</b> Responsibility: Planning Department	To ensure that referrals can be made to provide equal access to housing.	Information and referrals made during the reporting period to individuals calling or coming into planning department offices. The Colma Planning Department currently retains a listing of major agencies and organizations active in housing related services in nearby cities and a listing of relevant regional, state and federal offices providing project funding and individual assistance.	This program is effective and will continue in the 2023 Housing Element.

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
<b>Program 5.2 Human Investment Project (HIP) Support.</b> Timing: Ongoing Responsibility: Planning Department	Supports better utilization of existing housing stock and provides affordable housing. It also supports better maintenance of existing housing stock.	The Town supports the Human Investment Project (HIP), which provides affordable housing opportunities to residents of San Mateo County such as a Home Sharing Program for the elderly and roommate referral. Information about HIP is periodically printed in the Town's monthly newsletter.	This program is effective and will continue in the 2023 Housing Element.
<b>Program 5.3 Section 8 Rental Assistance.</b> Timing: Ongoing Responsibility: Planning Department	To ensure that information is provided to qualified applicants to provide equal access to housing.	Information is disbursed to the community by the Colma Planning Department. Through this program, the Town actively encourages very-low-income households to apply to the San Mateo Housing Authority for rent subsidies.	This program is effective and will continue in the 2023 Housing Element.
<b>Program 5.4 Housing Recordkeeping.</b> Timing: Ongoing Responsibility: Planning Department	To conserve and improve the condition of the existing housing stock.	Through this program a master list of total housing units and the estimated population is maintained by the City Planner and updated annually using building records.	This program is effective and will continue in the 2023 Housing Element.
<b>Program 5.5 Address needs of Extremely Low- Income Households.</b> Timing: Ongoing Responsibility: Planning Department	To assist developers and property owners in making affordable units available, which, in turn, provides equal housing opportunities.	San Mateo County and 21 Elements organized a affordable housing developer panel in December 2013 that was attended by Colma Staff.	This program is effective and will continue in the 2023 Housing Element.
<b>Policy 6: Recommended and promote energy conservation in existing and new housing.</b>			



Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
<b>Program 6.1 Greenbuilding Regulations for Residential Uses.</b> Timing: Ongoing Responsibility: Planning Department, Sustainability Team, Building Department	To create new and sustainable residential development To retrofit existing structures to increase efficiency and reduce energy use and cost.	The Town has currently enforced the 2013 state building codes which provide for a high level of efficiency. In addition, the Town is working with PG&E to support their “energy by design” review of building permit plans and rebate program. The Colma Planning Department will continue to evaluate the appropriateness and effectiveness of adopting green building and green landscaping ordinances that have greater energy efficiency standards, as part of a Town effort to address global climate change and energy conservation.	This program is effective and will continue in the 2023 Housing Element.
<b>Program 6.2 Encourage use of cool roofing systems and other energy conservation measures to reduce a building’s energy usage.</b> Timing: Ongoing Responsibility: Planning Department, Sustainability Team, Building Department	To create new and sustainable residential development To retrofit existing structures to increase efficiency and reduce energy use and cost.	The Town has provided information to the public on programs to assist in the provision of energy efficiency measures during new construction or as a residential retrofit.	This program is effective and will continue in the 2023 Housing Element.
<b>Policy 7: Promote the conservation and improvement of the condition of existing housing stock and encourage remodeling and expansion efforts by homeowners.</b>			
<b>Program 7.1 “Rebuilding Together Peninsula” Participation.</b> Timing: Ongoing Responsibility: Planning Department	To conserve and improve the condition of the existing housing stock.	No residences were improved in Colma as part of this program during the 2015 Housing Element time period. The Town will continue participation in	This program is effective and will continue in the 2023 Housing Element.

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
		Rebuilding Together Peninsula as opportunities arise.	
<b>Program 7.2 Minor Housing Repair Grant Program.</b> Timing: Ongoing Responsibility: Planning Department	To conserve and improve the condition of the existing housing stock.	The Minor Housing Repair Grant Program remains part of the town's Municipal Code. The funding program provided grants for repair of minor items such as unsafe walkways and porches, installation of insulation and dual-pane windows and energy-efficient appliances. The grants could also have been used for major repairs such as new roofs or foundation work, and for upgrades and retrofits pertaining to disable access. Although the program is currently not active, largely in part due to promotion of Rebuilding Together programs, the Town will consider reactivation of the program.	This program is effective and will continue in the 2023 Housing Element.
<b>Program 7.3 Neighborhood Improvement (Code Enforcement).</b> Timing: Ongoing Responsibility: Planning Department	To conserve and improve the condition of the existing housing stock.	In September of 2012 City Council adopted an ordinance amending subchapter 2-01 of the Colma Municipal Code, relating to property maintenance and nuisance abatement, to provide for issuance of Administrative Citations and other enforcement tools, and Section	This program will be discontinued in the 2023 Housing Element.

Program	Program Objective	Accomplishments	Effectiveness and Appropriateness
		1.05.020 of the Colma Municipal Code, relating to penalties for infractions.	
<b>Program 7.4 Low-interest loan program for very-low-, low-, and moderate-income homeowners.</b> Timing: Ongoing Responsibility: Planning Department	To conserve and improve the condition of the existing housing stock. To allow low-income homeowners to remain in their homes.	The Town will work to establish a low-interest loan program for rehabilitation of residential properties owned by those with very-low, low, and moderate income.	This program will be discontinued in the 2023 Housing Element.
<b>Program 7.5 Underground Utilities in the Mission Road Corridor.</b> Timing: Ongoing Responsibility: Public Works Department and Planning Department	To make Mission Road more attractive for new residential development.	Added to the 2013-2014 CIP. Will remain on the CIP list The Town will work with PG&E to fund the undergrounding of utilities in the Mission Road corridor.	This program will be discontinued in the 2023 Housing Element.
<b>Program 7.6 Nuisance Abatement and Property Maintenance process to Improve Individual Properties and Neighborhood Pride.</b> Timing: Ongoing Responsibility: Planning Department	To conserve and improve the condition of the existing housing stock.	The Town continues its active pursuance of compliance by property owners on laws related to property maintenance permit conditions and construction and zoning codes in order to correct conditions of visual blight and to protect property values.	This program is effective and will continue in the 2023 Housing Element.
<b>Program 7.7 Organize Community Clean Up Days.</b> Timing: Ongoing Responsibility: Planning Department	To conserve and improve the condition of the existing housing stock.	The Town hosts annual clean up days, to promote rehabilitation, renovation and home care. Program may include waste hauling program. The Town provides supplies and organizes volunteers and clean-up projects.	This program is effective and will continue in the 2023 Housing Element.

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## PROGRESS IN ACHIEVING QUANTIFIED OBJECTIVES (2015-2023)

Table H-63: Progress in Achieving Quantified Objectives (2015-2023)

Program Category	Quantified Objectives
New Construction	
Extremely Low	-
Very Low	31
Low	34
Moderate	-
Above Moderate	10
Total	75
Rehabilitation	
Very Low	-
Low	-
Moderate	-
Above Moderate	-
Total	-
Conservation	
Very Low	-
Low	-
Moderate	-
Above Moderate	-
Total	-