



“The City With a Heart”

Jim Ruane, Mayor
Marty Medina, Vice Mayor
Ken Ibarra, Councilmember
Rico E. Medina, Councilmember
Irene O'Connell, Councilmember

AGENDA

SAN BRUNO CITY COUNCIL – SPECIAL MEETING

October 25, 2016

6:00 p.m.

Meeting Location: San Bruno Senior Center, 1555 Crystal Springs Road, San Bruno, CA

City Council meetings are conducted in accordance with Roberts Rules of Order Newly Revised and City Council Rules of Procedure. You may address any agenda item by standing at the microphone until recognized by the Council. All regular Council meetings are recorded and televised on CATV Channel 1 and replayed the following Thursday, at 2:00 pm. You may listen to recordings in the City Clerk's Office, purchase CD's, access our web site at www.sanbruno.ca.gov or check out copies at the Library. We welcome your participation. In compliance with the Americans with Disabilities Act, individuals requiring reasonable accommodations or appropriate alternative formats for notices, agendas and records for this meeting should notify us 48 hours prior to meeting. Please call the City Clerk's Office 650-616-7058.

1. CALL TO ORDER:

2. ROLL CALL/PLEDGE OF ALLEGIANCE:

3. PUBLIC COMMENT: Individuals allowed three minutes, groups in attendance, five minutes. If you are unable to remain at the meeting, ask the City Clerk to request that the Council consider your comments earlier. It is the Council's policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendized pursuant to State Law.

4. CLOSED SESSION:

Closed Session, Conference With Legal Counsel, Anticipated Litigation, Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): One Case

5. ADJOURNMENT:

The next regular City Council Meeting will be held on October 25, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.



“The City With a Heart”

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AGENDA SAN BRUNO CITY COUNCIL

October 25, 2016

7:00 p.m.

Music Performance by the Parkside School String Ensemble Preceding the Regular City Council Meeting at 6:30 p.m.

Meeting Location: San Bruno Senior Center, 1555 Crystal Springs Road, San Bruno, CA

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1. CALL TO ORDER:

2. ROLL CALL/PLEDGE OF ALLEGIANCE:

3. ANNOUNCEMENTS:

- a. The Regular City Council Meeting of Tuesday, November 8 has been cancelled. There will be a Special Council Meeting on Wednesday, November 9 at 7:00 p.m. at the San Bruno Senior Center.
- b. The City of San Bruno will join parents, schools, and communities across the country in support of Red Ribbon Week, a national celebration of anti-drug education and drug abuse awareness. Red ribbons will be worn October 23 to 31.

4. PRESENTATIONS:

- a. Receive Presentation by Cheryl Olson, Superintendent, San Bruno Park School District and Present Proclamation Recognizing the District’s Initiation of the “Big Lift” Program.
- b. Receive Performance by the Parkside Intermediate School Orchestra String Ensemble and Present Proclamation Recognizing the Parkside Music Program.

5. REVIEW OF AGENDA:

6. APPROVAL OF MINUTES of Regular Council Meeting of October 11, 2016.

7. CONSENT CALENDAR: All items are considered routine or implement an earlier Council action and may be enacted by one motion; there will be no separate discussion, unless requested.

- a. **Approve:** Accounts Payable of October 10 and 17, 2016.
- b. **Approve:** Payroll of October 7, 2016.
- c. **Adopt:** Resolution Authorizing the City Manager to Execute a Comprehensive Agreement with the Peninsula Corridor Joint Powers Board for the Caltrain Electrification Project.
- d. **Adopt:** Resolution Accepting the 2015 Street Rehabilitation Project as Complete, Authorizing the Filing of a Notice of Completion with the San Mateo County Recorder’s

Office, and Authorizing Release of the Construction Contract Retention in the Amount of \$120,900.

8. PUBLIC HEARING:

Hold Public Hearing, Waive First Reading, and Introduce an Ordinance Adding Chapter 10.15 to the Municipal Code to Include Water Supply Cross-Connection and Backflow Prevention Standards.

9. PUBLIC COMMENT ON ITEMS NOT ON AGENDA: Individuals allowed three minutes, groups in attendance, five minutes. If you are unable to remain at the meeting, ask the City Clerk to request that the Council consider your comments earlier. It is the Council's policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendaized pursuant to State Law.

10. CONDUCT OF BUSINESS:

- a. Appoint Citizens to Fill Vacancies in the Citizen Advisory Boards, Commissions and Committees.
- b. Adopt Resolution Accepting the Florida Avenue Park Draft Master Plan and Approving the Park Design Concept.
- c. Adopt Resolution Authorizing the City Manager to Execute a Contract with MIG, Inc. for Landscape Architectural Design Services for the Earl-Glenview and Florida Avenue Parks in an Amount Not to Exceed \$227,750.
- d. Adopt Resolution Authorizing the City Manager to Execute a Contract with ACC Environmental Consultants for the 324 Florida Avenue Site Remediation Project in the Amount of \$24,591 and Appropriating \$25,000 from the General Fund Capital Reserve Fund.
- e. Adopt Resolution Authorizing the Closure of Park Avenue between Chestnut Avenue and Oak Avenue on October 31, 2016 between the Hours of 5:00 PM and 10:00 PM.
- f. Receive Report and Provide Direction Regarding the Budget and Funding for the 2017 Community Day in the Park Event on June 4, 2017.
- g. Adopt Interim Urgency Ordinance Regulating Cultivation and Prohibiting the Manufacture, Processing, Laboratory Testing, Labeling, Storing, Wholesale, and Retail Distribution of Non-medical Marijuana Pursuant to Government Code Section 65858(a).

11. REPORT OF COMMISSIONS, BOARDS & COMMITTEES:

Receive Annual Report from the Culture and Arts Commission.

12. COMMENTS FROM COUNCIL MEMBERS:

Receive Report from Councilmember O'Connell on her Attendance at the League of California Cities Annual Conference, October 5-7, 2016.

13. CLOSED SESSION:

- a. Conference with Labor Negotiators Pursuant to Gov't Code Section 54957.6: Agency Designated Representatives: City Manager, Assistant City Manager, City Negotiator, Employee Organizations: San Bruno Professional Fire Fighters Association, Public Safety Mid-Management Bargaining Unit, Miscellaneous Group and Mid Management Bargaining Unit.
- b. Conference with Legal Counsel, Pending Litigation Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Workers' Compensation Appeals Board Case: ADJ10412283.

14. STUDY SESSION:

15. ADJOURNMENT:

The next Special City Council Meeting will be held on November 9, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.



"The City With a Heart"

Jim Ruane, Mayor
Marty Medina, Vice Mayor
Ken Ibarra, Councilmember
Rico E. Medina, Councilmember
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MINUTES SAN BRUNO CITY COUNCIL

October 11, 2016

7:00 p.m.

A Reception was held in the Senior Center Foyer at 6:30 p.m. to Recognize the Beautification Awards Program Award Recipients

1. CALL TO ORDER: THIS IS TO CERTIFY THAT the San Bruno City Council met on October 11, 2016 at San Bruno's Senior Center, 1555 Crystal Springs Road, San Bruno, CA. The Council meeting was called to order at 7:00 p.m. **Mayor Ruane** thanked the garden club for the flower arrangement.

2. ROLL CALL/PLEDGE OF ALLEGIANCE:

Presiding was Mayor Ruane, Vice Mayor Marty Medina, Councilmembers Ibarra, Rico Medina and O'Connell. **City Manager Jackson** led the pledge of allegiance. Recording by City Clerk Bonner.

3. ANNOUNCEMENTS:

4. PRESENTATIONS:

Mayor Ruane said there will be several presentations:

- a. **Councilmember O'Connell** Presented the Beautification Task Force Awards. She introduced the members of the Beautification Task Force Committee.
- b. **Mayor Ruane** Presented a Proclamation to Declare October as Breast Cancer Awareness Month which was received by Councilmember O'Connell, who, as a survivor, thanked the City.
- c. **Police Chief Barberini** presented Distinguished Service Awards to Police Corporal Valiente and Officer Harper. Officer Harper was recognized for saving the life of a kayaker. He recognized Corporal Valiente for saving the life of a victim who came into the Police Department.
- d. Receive Presentation on the Peninsula Corridor Joint Powers Board Caltrain Electrification Project.

Jill Gibson, Caltrain gave a powerpoint presentation on the electrification project. It is anticipated construction would start mid-2017.

Vice Mayor Marty Medina asked if a contractor has been awarded. **Gibson** said yes. She introduced **Len, Project Engineer** who said they do have a contractor selected on board. A limited notice to proceed has been issued for them to design some of the design work which is expected to carry them through now and spring time. San Bruno falls in segment two and it will be one of the first ones they will work in. The specific dates when they start the work is still being looked at. He said there will be work at nighttime in order to keep the revenue going.

5. REVIEW OF AGENDA: Mayor Ruane moved Item 11. to follow Item 8.

6. APPROVAL OF MINUTES of Special Council Meeting of September 27, 2016 and Regular Council Meeting of September 27, 2016, approved as submitted.

7. CONSENT CALENDAR:

- a. **Approve:** Accounts Payable of September 26 and October 3, 2016.
- b. **Approve:** Payroll of September 23, 2016.
- c. **Adopt:** Reconciliation of General Ledger to Bank Reports and the Investment Reports Dated August 31, 2015.
- d. **Accept:** Resignation from Traffic, Safety & Parking Committee Member. Declare Vacancy and Direct the City Clerk to Initiate the Process for Appointment of a New Member.
- e. **Adopt:** Resolution Authorizing the Purchase of Rain Gear from Peninsula Uniforms for Police Department Personnel in the Amount of \$29,295.
- f. **Adopt:** Resolution Supporting California Proposition 67, Ban on Single-Use Plastic Bag Referendum.

Councilmember Ibarra pulled Item 7.f.

M/S O’Connell/Ibarra to approve the remainder of the Consent Calendar and passed with all ayes.

Councilmember Rico Medina asked it be noted he did not approve of the Meyers Nave charge on the warrant.

Councilmember Ibarra said Item 7.f. is a resolution that would reverse prior legislation against single use plastic bags. He said the San Bruno recommendation is to vote Yes on Proposition 67.

M/S Ibarra/Rico Medina approved Item 7.f. on the Consent Calendar and passed with all ayes.

8. PUBLIC HEARING: None.

11. Commissioner Biasotti shared the accomplishments of the Planning Commission over the last year and shared their plans for the upcoming year.

Councilmember Ibarra complimented staff for all their hard work.

Mayor Ruane thanked the Commission for all they do.

9. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:

10. CONDUCT OF BUSINESS:

a. Appoint Citizens to Fill Vacancies in the Citizen Advisory Boards, Commissions and Committees.

Mayor Ruane said they will appoint three people to Boards, Commissions and Committees. He said he would read the positions people are applying for and then would ask for nominations.

Citizens Crime Prevention Committee – one vacancy, Melody Blanchard, Deanna Robinson, Jeff Woo, Marco Durazo, Carlos Gonzalez, Jerome Hong, Richard Seguine, Paul Wapensky, Linda Papin-Zairi and Robert Hanely.

Councilmember O’Connell nominated Jeffrey Woo.

Councilmember Rico Medina nominated Carlos Gonzalez, seconded by **Vice Mayor Marty Medina**.

Councilmember Ibarra nominated Deanna Robinson, seconded by **Councilmember Irene O’Connell, Vice Mayor Marty Medina, Mayor Ruane** voted aye.

Deanna Robinson was voted to the Citizens Crime Prevention Committee.

Culture & Arts Commission – one vacancy, Mary Aileen McGann, Judith Puccini, Carlos Gonzalez, Jeff Woo, Deanna Robinson (removed because of appointment to Citizens Crime Prevention Committee), Robert Hanely.

Councilmember Ibarra nominated Judy Puccini, seconded by **Councilmember Rico Medina**.

Vice Mayor Marty Medina nominated Mary Aileen McGann.

Councilmember O’Connell nominated Carlos Gonzales, seconded by **Vice Mayor Marty Medina, Mayor Ruane** voted aye.

Carlos Gonzalez was voted to Culture & Arts Commission.

Traffic Safety & Parking Committee – one vacancy, Bonnie Amoit, Marco Durazo, Richard Seguine, Melody Blanchard, Jeff Woo, Paul Wapensky, Robert Hanely.

Councilmember Rico Medina nominated Richard Seguine, seconded by **Councilmember O’Connell, Councilmember Ibarra, Vice Mayor Marty Medina and Mayor Ruane** all voted aye.

Mayor Ruane said we have two openings coming up on the Planning Commission. In our last vacancy, we appointed a sub-committee to work with staff and a sub-committee from the Planning Commission. **Mayor Ruane** appointed Councilmember O’Connell and Rico Medina to be on the sub-committee.

City Manager Jackson said the last process used included sub-committee of the Planning Commission and the City Council. **Mayor Ruane** concurred with the idea.

City Manager Jackson said half of the members had terms that expired and staff is recommending consideration of reappointment.

Mayor Ruane recommended everyone be appointed that wanted to be appointed. Seconded by **Councilmember Rico Medina**, voted in with all ayes.

b. Receive Report and Direct Staff to Reschedule the November 8, 2016 Regular City Council Meeting to November 9, 2016.

City Manager Jackson said this was put under Conduct of Business in order to notify the public of the date changes. Council was in full concurrence.

11. REPORT OF COMMISSIONS, BOARDS & COMMITTEES:

Receive Annual Report from the Planning Commission (moved to follow Item 8.)

12. COMMENTS FROM COUNCIL MEMBERS: None.

13. CLOSED SESSION: None.

14. STUDY SESSION:

Mayor Ruane said they would be Conducting a Study Session Discussion of Key Issues Related to Zoning Ordinance Update:

- Changes in land use tables, by zoning district
- Signage, including murals
- Downtown parking and zoning regulations
- Consideration of use of Public Benefit Districts

The discussion primarily focused on the first item. It was decided Council would take a walk through downtown. In addition, they will meet again to continue discussions.

15. ADJOURNMENT:

Mayor Ruane closed the meeting at 9:05 p.m. The next regular City Council Meeting will be held on October 25, 2016 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval
at the City Council Meeting of
October 25, 2016

Carol Bonner, City Clerk

Jim Ruane, Mayor

10/10/16

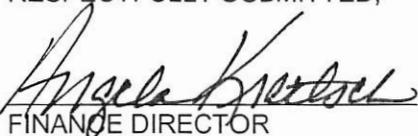
CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$228,134.85
122	SOLID WASTE/RECYCL.	\$3,066.57
132	AGENCY ON AGING	\$7,788.24
133	RESTRICTED DONATIONS	\$1,593.28
190	DISASTER RECOVERY FUND	\$220,277.68
201	PARKS AND FACILITIES CAPITAL	\$5,956.00
203	STREET IMPROVE. PROJECTS	\$4,714.25
611	WATER FUND	\$15,490.12
621	STORMWATER FUND	\$12.67
631	WASTEWATER FUND	\$3,896.27
641	CABLE TV FUND	\$87,914.43
701	CENTRAL GARAGE	\$3,105.15
702	FACILITY MAINT. FUND	\$9,124.92
703	GENERAL EQUIPMENT REVOLVING	\$29,079.24
707	TECHNOLOGY DEVELOPMENT	\$483.60
711	SELF INSURANCE	\$67.36
TOTAL FOR APPROVAL		\$620,704.63

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 164491 THROUGH 164624 INCLUSIVE, TOTALING IN THE AMOUNT OF \$620,704.63 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,


FINANCE DIRECTOR

10-11-16
DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
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0101767 BELL PLUMBING OF SAN MATEO	164498	10/10/2016	4,200.00
0018688 BEST BEST & KRIEGER LLP	164500	10/10/2016	570.00
0017361 BOETHING TREELAND FARMS, INC.	164501	10/10/2016	53.41
0102737 BURKE, WILLIAMS & SORENSEN,LLP	164503	10/10/2016	3,944.22
0103670 CALIFORNIA BUILDING STANDARDS COMMISSION	164597	10/10/2016	4,330.00
0095660 CAROLYN WILSON	164621	10/10/2016	300.00
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0103854 CHRISTINE HOPKINS	164539	10/10/2016	318.50
0016324 CINTAS CORPORATION	164507	10/10/2016	274.86
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0098588 CITY OF BURLINGAME	164509	10/10/2016	3,361.50
0098588 CITY OF BURLINGAME	164510	10/10/2016	500.00
0000060 CITY OF MILLBRAE	164511	10/10/2016	427.85
0018911 COMCAST CABLE COMMUNICATIONS	164512	10/10/2016	27,283.80
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0106468 COMMUNICATION NETWORK RESOURCE	164514	10/10/2016	16,800.00
0105811 CSAC EXCESS INSURANCE AUTHORITY	164525	10/10/2016	13,098.08
0106549 CYNTHIA SMERDEL	164593	10/10/2016	30.00
0106160 DANIEL RONCO	164581	10/10/2016	19.50
0106555 DAVID CYR	164516	10/10/2016	20.00
0106554 DEBRA PERLI	164569	10/10/2016	30.00
0000197 DEMCO SUPPLY INC.	164517	10/10/2016	61.97
0013926 DEPARTMENT OF CONSERVATION	164518	10/10/2016	8,783.91
0101178 DISCOUNT PLUMBING	164519	10/10/2016	8,200.00
0104678 DIVISION OF THE STATE ARCHITECT	164558	10/10/2016	438.90
0106551 DONALD BURNS	164504	10/10/2016	40.00
0106544 E.F. GOMEZ CEMENT	164521	10/10/2016	276.00
0105820 EAST BAY TIRE CO	164522	10/10/2016	1,916.77
0106200 ELITE K-9, INC.	164523	10/10/2016	50.52
0106529 ERTEC ENVIRONMENTAL SYSTEMS	164524	10/10/2016	405.90
0106552 FAUSTA FISHER	164529	10/10/2016	20.00
0000944 FEDEX	164526	10/10/2016	67.36
0013714 FIRST NATIONAL BANK	164528	10/10/2016	25,414.42
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	164530	10/10/2016	2,787.50
0018117 FLYERS ENERGY, LLC	164531	10/10/2016	8,028.74
0102869 FRANCHISE TAX BOARD	164532	10/10/2016	135.10
0100982 GAIL REMOLADOR	164579	10/10/2016	31.00
0018272 GALE/CENGAGE LEARNING	164533	10/10/2016	31.49
0104135 GLOBAL TRACKING COMMUNICATIONS, INC.	164606	10/10/2016	89.97
0000541 GRANITE ROCK COMPANY	164534	10/10/2016	109.38
0095966 GREATAMERICA FINANCIAL SVCS.	164535	10/10/2016	404.33
0017882 HOME BOX OFFICE	164537	10/10/2016	3,641.45
0105378 HOME MAID RAVIOLI COMPANY INC.	164538	10/10/2016	686.20
0018838 INFOSEND, INC.	164540	10/10/2016	4,165.86

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Vendor Code & Name	Check #	Check Date	Amount
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0103342 JMB CONSTRUCTION, INC.	164543	10/10/2016	192,909.19
0018050 KAISER FOUNDATION HEALTH PLAN	164544	10/10/2016	4,505.62
0096379 KAREN OJAKIAN	164561	10/10/2016	265.20
0000732 KRAFT INDUSTRIAL SUPPLY	164546	10/10/2016	205.31
0099659 LAILA YEE	164622	10/10/2016	40.00
0103799 LDVALI LLC	164547	10/10/2016	163.15
0104424 LIDIA'S ITALIAN DELICACIES	164548	10/10/2016	3,600.00
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0093274 LINDSTROM CO	164549	10/10/2016	2,500.00
0097937 MARK BUNNELL	164502	10/10/2016	750.00
0094271 MARY TESSIER	164604	10/10/2016	179.70
0106507 MAYNE TREE EXPERT COMPANY,INC.	164550	10/10/2016	160.00
0102770 METLIFE	164551	10/10/2016	350.46
0016041 METROMOBILE COMMUNICATIONS	164552	10/10/2016	206.63
0097674 MICHELE AND ROBERT KEITH	164545	10/10/2016	845.00
0092285 MICROMARKETING LLC	164553	10/10/2016	160.95
0016863 MIDWEST TAPE, LLC	164554	10/10/2016	43.14
0001709 MILLBRAE LOCK	164555	10/10/2016	36.62
0106173 MOFFATT & NICHOL	164556	10/10/2016	16,306.00
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0001292 ORCHARD BUSINESS/SYNCB	164563	10/10/2016	142.68
0000012 PACIFIC GAS & ELECTRIC	164564	10/10/2016	12,994.17
0106110 PACIFIC OFFICE AUTOMATION	164565	10/10/2016	455.24
0000102 PACIFIC WEST SECURITY, INC.	164566	10/10/2016	708.00
0106553 PAUL & KATHY FERICANO	164527	10/10/2016	40.00
0106156 PENGUIN RANDOM HOUSE LLC	164567	10/10/2016	187.21
0106269 PENINSULA PET RESORT INC.	164568	10/10/2016	176.40
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	164596	10/10/2016	660.00
0106229 PET FOOD EXPRESS	164571	10/10/2016	39.23
0104960 POWER SYSTEMS DESIGN	164572	10/10/2016	9,700.00
0016770 PRAXAIR DISTRIBUTION INC -192	164573	10/10/2016	138.58
0097558 PURCHASE POWER	164574	10/10/2016	300.00
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0000071 R & B COMPANY	164576	10/10/2016	5,027.09
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0094546 RECORDED BOOKS, INC.	164578	10/10/2016	76.27
0100808 RICHARD BERMUDEZ	164499	10/10/2016	400.00
0096458 RMC WATER AND ENVIRONMENT	164580	10/10/2016	3,860.00
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0016774 SAN DIEGO POLICE EQUIPMENT CO.	164584	10/10/2016	810.19
0095123 SAN MATEO COUNTY SHERIFF'S OFFICE	164515	10/10/2016	56,597.00
0018597 SAN MATEO DAILY JOURNAL	164585	10/10/2016	420.00
0017145 SAN MATEO LAWN MOWER SHOP	164586	10/10/2016	2,672.43
0018461 SERRAMONTE FORD, INC.	164587	10/10/2016	29,672.41
0000216 SHOWTIME NETWORKS INC.	164588	10/10/2016	13,606.24
0017676 SIEMENS INDUSTRY, INC.	164589	10/10/2016	1,960.00
0001225 SIERRA PACIFIC TURF SUPPLY,INC	164590	10/10/2016	183.12
0105745 SMELLY MEL'S PLUMBING	164592	10/10/2016	1,200.00
0103492 SMITHSONIAN NETWORKS	164594	10/10/2016	560.03
0017339 SOUTH CITY REFRIGERATION	164595	10/10/2016	1,140.47

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0106231 STANTEC CONSULTING SERVICES	164598	10/10/2016	4,251.00
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0102962 SWANK MOTION PICTURES, INC.	164600	10/10/2016	403.00
0106278 TAMRA HOLLENBECK	164536	10/10/2016	150.00
0018073 TEAMSTERS LOCAL 350	164601	10/10/2016	2,448.00
0015691 TEAMSTERS LOCAL 856	164602	10/10/2016	14,742.00
0106472 TEN-FOUR COMMUNICATIONS	164603	10/10/2016	524.82
0018275 THE REGENTS OF THE UNIVERSITY OF CA	164559	10/10/2016	241.42
0000036 THOMSON WEST	164605	10/10/2016	252.92
0096003 TRACI DOS SANTOS	164520	10/10/2016	559.00
0000462 TVC COMMUNICATIONS L.L.C.	164607	10/10/2016	420.48
0000783 UNION BANK OF CALIFORNIA N.A.	164608	10/10/2016	1,750.00
0018618 UNITED SITE SERVICES INC.	164609	10/10/2016	305.20
0102744 UNIVERSAL BUILDING SERVICES	164610	10/10/2016	5,279.00
0106482 UNIVERSAL SUPPLY INC.	164611	10/10/2016	125.35
0105133 UTILITY TELECOM, INC.	164612	10/10/2016	431.74
0017083 VALI COOPER & ASSOCIATES INC	164613	10/10/2016	334.00
0102988 VANTAGEPOINT TRANSFER AGENTS	164614	10/10/2016	10,802.05
0095749 VERIZON WIRELESS	164617	10/10/2016	1,035.45
0018432 W. BRADLEY ELECTRIC INC.	164618	10/10/2016	330.00
0106542 WAEL AND LANA NABER	164557	10/10/2016	1,300.25
0106287 WATERWORKS - SOUTH BAY	164619	10/10/2016	475.00
0106547 WILLIAM HERNANDEZ SAENZ	164583	10/10/2016	76.00
0096893 WILSEY HAM	164620	10/10/2016	1,072.50
0103455 YESENIA VAZQUEZ	164615	10/10/2016	400.00
0106400 ZEIGER ENGINEERS, INC.	164623	10/10/2016	5,956.00
0103399 ZUMAR INDUSTRIES, INC.	164624	10/10/2016	127.20
		GrandTotal:	620,704.63
		Total count:	134

10/17/16

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$77,974.99
132	AGENCY ON AGING	\$2,129.05
133	RESTRICTED DONATIONS	\$825.00
190	DISASTER RECOVERY FUND	\$341.25
203	STREET IMPROVE. PROJECTS	\$5,985.10
611	WATER FUND	\$16,300.92
621	STORMWATER FUND	\$51.16
631	WASTEWATER FUND	\$144,833.43
641	CABLE TV FUND	\$446,581.05
701	CENTRAL GARAGE	\$11,669.96
702	FACILITY MAINT. FUND	\$6,531.43
707	TECHNOLOGY DEVELOPMENT	\$2,378.49
711	SELF INSURANCE	\$6,038.27
TOTAL FOR APPROVAL		\$721,640.10

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 164625 THROUGH 164766 INCLUSIVE, TOTALING IN THE AMOUNT OF \$721,640.10 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

 10-18-16
FINANCE DIRECTOR DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0105950 A2Z BUSINESS SYSTEMS	164625	10/17/2016	1,201.24
0000858 ADECCO EMPLOYMENT SERVICES	164626	10/17/2016	1,248.40
0001170 AIRGAS USA, LLC	164627	10/17/2016	43.73
0000163 AIRPORT AUTO PARTS INC.	164628	10/17/2016	245.99
0000372 ALLIED SECURITY ALARMS	164629	10/17/2016	1,111.00
0101041 ANBANG WEN	164760	10/17/2016	28.69
0096700 ANDY'S WHEELS & TIRES	164630	10/17/2016	2,362.36
0096113 AR AUTO GLASS	164631	10/17/2016	350.00
0106225 ARIES INDUSTRIES, INC.	164633	10/17/2016	656.01
0001965 ARISTA BUSINESS	164634	10/17/2016	556.24
0014617 AT&T	164635	10/17/2016	13.48
0016123 AT&T	164636	10/17/2016	2,228.62
0105649 ATLAS PLUMBING AND ROOTER	164637	10/17/2016	6,400.00
0018567 BATTERY SYSTEMS	164639	10/17/2016	631.41
0001849 BAY AREA WATER SUPPLY & CONSERVATION AGEN	164743	10/17/2016	12,017.00
0101029 BERNADETTE DUNLEAVY	164663	10/17/2016	38.72
0101046 BILL ROBINSON	164723	10/17/2016	10.83
0106204 BLUE LINE CANINE LLC	164640	10/17/2016	250.00
0106548 BLUE TARP FINANCIAL, INC.	164641	10/17/2016	3,884.99
0000378 BROADMOOR LANDSCAPE SUPPLY	164642	10/17/2016	1,081.86
0095609 BURCH BROTHERS, INC.	164643	10/17/2016	276.00
0094705 CACEO	164644	10/17/2016	125.00
0094705 CACEO	164645	10/17/2016	50.00
0105248 CARLOS FISHBURN	164666	10/17/2016	400.00
0106536 CENTURY RENTAL TENTS	164646	10/17/2016	350.00
0106166 CHANGWEI YU-SCOTT	164763	10/17/2016	2,097.10
0017284 CHEMSEARCHFE	164648	10/17/2016	386.95
0101021 CHRISTA JACOBSON	164681	10/17/2016	45.30
0105605 CHURCHWELL WHITE LLP	164650	10/17/2016	3,518.50
0016324 CINTAS CORPORATION	164651	10/17/2016	517.55
0016324 CINTAS CORPORATION	164652	10/17/2016	133.83
0000227 CITY OF SAN BRUNO	164653	10/17/2016	5,807.07
0000386 CITY OF SOUTH SAN FRANCISCO	164654	10/17/2016	2,750.11
0017011 COPWARE, INC.	164657	10/17/2016	1,105.00
0018331 CSG CONSULTANTS INC.	164659	10/17/2016	217.00
0106080 DATALINK CORPORATION	164660	10/17/2016	24,080.00
0018188 DAU PRODUCTS	164661	10/17/2016	1,148.49
0093479 DEPARTMENT OF JUSTICE	164662	10/17/2016	721.00
0100815 EDDY CHEUNG	164649	10/17/2016	276.00
0101003 ELMER ADOLF MICHELETTI	164696	10/17/2016	1,000.00
0101059 EMMANUEL OFRASIO	164703	10/17/2016	45.30
0018551 FASTENAL COMPANY	164665	10/17/2016	2,173.42
0014910 G & M AUTO BODY	164668	10/17/2016	905.24
0106240 GALLAGHER & BURK, INC.	164669	10/17/2016	5,685.85
0104771 GILLERAN ENERGY MANAGEMENT SERVICES	164664	10/17/2016	341.25
0095666 GLOBAL TELECOM&TECHNOLOGY INC.	164670	10/17/2016	2,061.50
0104135 GLOBAL TRACKING COMMUNICATIONS, INC.	164748	10/17/2016	289.93
0101012 GLORIA CHAN	164647	10/17/2016	51.54
0016154 GOETZ BROTHERS SPORTING GOODS	164671	10/17/2016	492.14
0016969 GOLDEN IDEAS	164672	10/17/2016	1,736.65
0017900 GREAT LAKES DATA SYSTEMS INC	164673	10/17/2016	3,011.44
0105067 HADRONEX, INC.	164674	10/17/2016	3,635.15
0105488 HINES EDM, INC.	164675	10/17/2016	825.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0106545 HOLLI MCGEE	164694	10/17/2016	1,700.00
0014140 IAPMO INTL ASSN OF PLUMBING	164677	10/17/2016	200.00
0099960 IN & OUT PLUMBING	164678	10/17/2016	8,100.00
0001786 IN DEMAND-NYC	164679	10/17/2016	1,293.50
0106450 IRON MOUNTAIN	164680	10/17/2016	183.21
0018852 JAMES CACCIA PLUMBING INC.	164682	10/17/2016	7,000.00
0101001 JAMES RAY	164720	10/17/2016	1,000.00
0106556 JESSIE BALESTIER	164638	10/17/2016	245.22
0018376 JT2 INTEGRATED RESOURCES	164683	10/17/2016	6,038.27
0000132 KELLY-MOORE PAINT CO INC.	164684	10/17/2016	46.31
0103049 LAURETTA PRINTING© CENTER	164686	10/17/2016	793.88
0101031 LESLIE JOY CRUZ	164658	10/17/2016	21.64
0105752 LEVEL 3 COMMUNICATIONS, LLC	164687	10/17/2016	4,479.94
0018777 LEXISNEXIS RISK DATA MANAGEMENT	164722	10/17/2016	123.25
0105034 LFP BROADCASTING, LLC	164688	10/17/2016	20.80
0104424 LIDIA'S ITALIAN DELICACIES	164689	10/17/2016	640.00
0095766 LIFE-ASSIST, INC.	164690	10/17/2016	140.31
0018177 LOWE'S	164692	10/17/2016	161.74
0096714 MAXCOM	164693	10/17/2016	80,061.50
0101014 MAYA PELL	164711	10/17/2016	7.17
0106546 MERCIROSE SANTIAGO	164733	10/17/2016	1,700.00
0016041 METROMOBILE COMMUNICATIONS	164695	10/17/2016	195.00
0106061 MICHAEL COOK	164656	10/17/2016	196.00
0106558 MICHAEL SMITH	164736	10/17/2016	100.00
0001709 MILLBRAE LOCK	164697	10/17/2016	20.38
0106173 MOFFATT & NICHOL	164698	10/17/2016	476.25
0017289 MUNISERVICES, LLC	164699	10/17/2016	1,125.00
0101013 MURRAY FITZPATRICK	164667	10/17/2016	54.16
0100989 MYNOR ARAGON	164632	10/17/2016	1,000.00
0000357 NATIONAL CABLE TV CO-OP, INC.	164700	10/17/2016	251,692.96
0104655 NICHOLAS OLIVERA	164705	10/17/2016	200.00
0092263 OFFICE DEPOT INC	164701	10/17/2016	326.55
0018284 OFFICEMAX INC.	164702	10/17/2016	173.30
0000210 OLE'S CARBURETOR &ELECTRIC INC	164704	10/17/2016	628.23
0097567 ONE HOUR DRY CLEANING	164706	10/17/2016	204.90
0018701 ORKIN PEST CONTROL	164707	10/17/2016	311.71
0103933 OWEN EQUIPMENT SALES	164708	10/17/2016	819.78
0000012 PACIFIC GAS & ELECTRIC	164709	10/17/2016	8,143.79
0000101 PACIFIC NURSERIES	164710	10/17/2016	125.35
0101055 PARNILA RAM	164719	10/17/2016	16.04
0098995 PENINSULA TRANSMISSION	164712	10/17/2016	433.88
0106229 PET FOOD EXPRESS	164713	10/17/2016	59.93
0000294 PITNEY BOWES	164714	10/17/2016	2,378.49
0016770 PRAXAIR DISTRIBUTION INC -192	164715	10/17/2016	134.85
0102563 PROPET DISTRIBUTORS, INC.	164716	10/17/2016	720.35
0106184 PUBLIC SAFETY TRAINING INSTITUTE (PSTI)	164749	10/17/2016	185.00
0097558 PURCHASE POWER	164717	10/17/2016	300.00
0101011 R. STREICH	164718	10/17/2016	24.13
0090749 RED WING SHOE STORE	164721	10/17/2016	313.91
0101028 RENEE LIM	164691	10/17/2016	30.02
0013581 ROVI GUIDES, INC.	164724	10/17/2016	9,918.94
0016213 ROZZI REPRODUCTION&SUPPLY INC.	164725	10/17/2016	427.38
0018494 SAN BRUNO COLTS BASEBALL	164726	10/17/2016	293.00
0096659 SAN BRUNO PET HOSPITAL	164727	10/17/2016	431.56

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount	
0106559	SAN BRUNO YOUTH BASEBALL	164728	10/17/2016	310.00
0093465	SAN MATEO COUNTY SHERIFF	164729	10/17/2016	350.00
0099047	SAN MATEO CTY SHERIFF'S OFFICE	164730	10/17/2016	8,911.40
0018597	SAN MATEO DAILY JOURNAL	164731	10/17/2016	1,176.00
0017145	SAN MATEO LAWN MOWER SHOP	164732	10/17/2016	239.27
0015324	SAPLING ENVELOPE & PRINTING	164734	10/17/2016	277.95
0018461	SERRAMONTE FORD, INC.	164735	10/17/2016	101.21
0105992	SPOK, INC.	164737	10/17/2016	70.37
0000801	STEWART AUTOMOTIVE GROUP	164738	10/17/2016	372.97
0105899	SUN RIDGE SYSTEMS, INC	164739	10/17/2016	705.00
0105796	SUNRISE FOOD DISTRIBUTOR INC.	164740	10/17/2016	1,489.05
0017016	SUPERCO SPECIALTY PRODUCTS	164741	10/17/2016	2,406.71
0106093	SUPPLIESOUTLET.COM	164742	10/17/2016	223.99
0096932	TASC	164744	10/17/2016	264.00
0015671	TECHNOLOGY, ENGINEERING & CONSTRUCTION, II	164655	10/17/2016	160.00
0096616	TENNANT SALES AND SERVICE CO.	164745	10/17/2016	4,451.62
0017659	THE CALIFORNIA CHANNEL	164746	10/17/2016	112.76
0101015	THOMAS ZARATE	164764	10/17/2016	9.35
0097449	THYSSENKRUPP ELEVATOR CORP.	164747	10/17/2016	417.81
0017133	TURBO DATA SYSTEMS INC	164750	10/17/2016	2,350.08
0103095	TUTV	164751	10/17/2016	117.78
0000462	TVC COMMUNICATIONS L.L.C.	164752	10/17/2016	11,236.41
0000019	U.S. POSTMASTER	164753	10/17/2016	3,800.00
0102744	UNIVERSAL BUILDING SERVICES	164754	10/17/2016	5,442.00
0099592	UNIVISION COMMUNICATIONS, INC.	164755	10/17/2016	5,948.72
0100844	VANESSA CHIEH KO	164685	10/17/2016	1,000.00
0105762	VUBIQUITY INC.	164756	10/17/2016	2,452.50
0104233	WAVE	164758	10/17/2016	8,822.50
0016899	WECO INDUSTRIES LLC	164759	10/17/2016	492.24
0000612	WESTVALLEY CONSTRUCTION CO.INC	164761	10/17/2016	131,490.21
0013841	WITMER-TYSON IMPORTS INC	164762	10/17/2016	750.00
0100345	YUE WANG	164757	10/17/2016	1,000.00
0104033	ZCORUM, INC.	164765	10/17/2016	28,563.35
0101027	ZHONG XIU HUANG	164676	10/17/2016	8.97
0106557	ZORO TOOLS, INC.	164766	10/17/2016	78.42
		GrandTotal:		721,640.10
		Total count:		142



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: October 25, 2016
TO: Honorable Mayor and Members of the City Council
FROM: Angela Kraetsch, Finance Director
SUBJECT: Payroll Approval

City Council approval of the City payroll distributed October 7, 2016 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,461,196.06 for bi-weekly pay period ending October 2, 2016 is attached.

LABOR SUMMARY FOR PAY PERIOD ENDING : OCTOBER 2, 2016

pyLaborDist	10/07/16
Fund: 001 - GENERAL FUND	1,101,273.13
Fund: 121 - FEDERAL/STATE GRANTS	942.76
Fund: 122 - SOLID WASTE/RECYCL.	2,255.66
Fund: 190 - EMERGENCY DISASTER FUND	10,821.44
Fund: 201 - PARKS AND FACILITIES CAPITAL	214.00
Fund: 203 - STREET IMPROVE. PROJECTS	5,311.96
Fund: 611 - WATER FUND	87,157.65
Fund: 621 - STORMWATER FUND	14,635.02
Fund: 631 - WASTEWATER FUND	79,517.74
Fund: 641 - CABLE TV FUND	96,888.30
Fund: 701 - CENTRAL GARAGE	11,907.98
Fund: 702 - FACILITY MAINT.FUND	30,540.47
Fund: 707 - TECHNOLOGY DEVELOPMENT	14,589.11
Fund: 711 - SELF INSURANCE	5,140.84
	<hr/>
Total	1,461,196.06



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: October 25, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jimmy Tan, Public Services Director/City Engineer

SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Comprehensive Agreement with the Peninsula Corridor Joint Powers Board for the Caltrain Electrification Project

BACKGROUND:

In January 2015, the Caltrain Board of Directors approved and certified the Peninsula Corridor Electrification Project (PCEP) Final Environmental Impact Report (FEIR) for the proposed electrification of the Caltrain corridor between San Jose and San Francisco, a major milestone in the railroad's efforts to improve its commuter rail service.

Caltrain staff provided a presentation of the planned project at the October 11, 2016 City Council meeting to describe the project and address questions and comments.

The Caltrain Modernization Program envisions a series of capital improvement projects to upgrade the performance, operating efficiency, capacity, safety and reliability of Caltrain's commuter rail service. These projects include:

1. Implementation of an advanced signal system, which is currently being installed and tested;
2. Electrification of the existing Caltrain corridor between San Francisco and San Jose; and
3. Replacement of Caltrain's diesel trains with high performance electric trains.

The advanced signal system is currently being installed and tested. Once completed, it will increase the operating performance of the current signal system, improve the efficiency of at-grade crossing warning functions, and automatically stop a train when there is a violation of safe operating parameters. This project included the implementation of safety improvements mandated by the Federal Rail Administration and is scheduled to be operational by the end of this year.

The electrification project will electrify the Caltrain corridor from San Jose to San Francisco. The project consists of Overhead Contact System (OCS) to distribute electrical power and the Traction Power Facility (TPF) to deliver power to the OCS. The OCS system consists of installing OCS poles and wire stringing on both sides of the tracks. The OCS poles, which will be approximately 30 to 40 feet high, will typically be spaced between 180-200 feet apart, including at several locations on the elevated section of the grade separation. The TPF

J.C.

consists of an above ground facility to convert electrical power for electrical train usage. There are no proposed locations for the TPF in San Bruno. The project will be implemented through a design-build contract and is currently in the 35% design stage.

Caltrain anticipates the service to increase after the electrification project by increasing the number of trains from five to six per hour per direction. The increase in train speed will reduce the travel time. Caltrain currently uses a mixed fleet where 75% of trains are electric. Once the project is completed in 2020, Caltrain will be converting all the remaining diesel trains to electric which will reduce greenhouse gas emissions, engine noise and increase cleaner air.

DISCUSSION:

The work to be performed in San Bruno will be limited to installing overhead electrical system and as needed tree trimmings and removal. Electrical poles will be installed along Caltrain corridor from north City limit near Noor Avenue in South San Francisco to south City Limit near San Felipe Avenue in Millbrae.

The comprehensive agreement will memorialize the respective responsibilities of each party, mainly City staff review and input on construction plans, interagency cooperation, City consultation to facilitate the construction of the project, and PCJPB's role in coordinating the project design and construction that may potentially impact City utilities and right-of-way. The comprehensive agreement also establishes that Caltrain will pay for City staff time for review of plans and for performing construction inspection associated with City facilities impacted by the project. Caltrain will deposit \$25,000 with the City, which will be utilized for staff and consultant services required to review and process the project, and to issue encroachment permits and perform construction inspections as needed. The City will refund any unused portion of the funds at the end of the project. Conversely, if additional funds are needed to complete the work, Caltrain will deposit additional funds with the City as required. Staff has reviewed the proposed cost estimate and found it to be reasonable.

Furthermore, the comprehensive agreement provides that PCJPB will:

- Coordinate with the City to obtain input into the OCS pole design relative to aesthetics,
- Minimize spillover lighting during nighttime construction adjacent to residential areas, and
- Take great care in avoiding and minimizing tree impacts in consultation with a certified arborist, including developing a tree replacement plan for unavoidable situations.

As with all construction, there will be impacts to the adjacent community including work performed outside of peak commute hours and night-time construction. These impacts include construction traffic and noise and access to and from staging areas. Caltrain will establish monitoring programs during construction to ensure adherence to established protocols such as use of designated haul routes, implement appropriate traffic control measures due to impacts, and send project notification to the adjacent community and

interested residents. Additionally, Caltrain will designate a single point of contact liaison to handle project related complaints.

FISCAL IMPACT:

The costs associated with staff time and consultant resources in reviewing engineering design and construction plans, permit issuance and construction inspection is estimated at \$25,000, which will be paid for by Caltrain.

ALTERNATIVES:

1. Do not enter into a comprehensive agreement with Peninsula Corridor Joint Powers Board for the Caltrain Electrification Project.
2. Provide direction regarding necessary changes to the agreement as drafted.

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute a comprehensive agreement with the Peninsula Corridor Joint Powers Board for the Caltrain Electrification Project

ATTACHMENTS:

1. Resolution
2. Comprehensive Agreement with PCJPB

DATE PREPARED:

October 14, 2016

DISTRIBUTION:

None.

REVIEWED BY:

____ CM
____ ACM
____ CA

RESOLUTION NO. 2016- ____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMPREHENSIVE AGREEMENT WITH THE PENINSULA CORRIDOR JOINT POWERS BOARD FOR THE CALTRAIN ELECTRIFICATION PROJECT

WHEREAS, in January 2015, the Caltrain Board of Directors approved and certified the Peninsula Corridor Electrification Project (PCEP) Final Environmental Impact Report (FEIR) for the proposed electrification of the Caltrain corridor between San Jose and San Francisco; and

WHEREAS, the Caltrain Modernization Program includes projects to implement an advance signal system, electrification of existing Caltrain corridor and replacement of Caltrain's diesel trains; and

WHEREAS, Caltrain staff provided a presentation of the planned project at the October 11, 2016 San Bruno City Council meeting to describe the project and address questions and comments; and

WHEREAS, the work to be performed in San Bruno will be limited to installing Overhead Contact System (OCS) to deliver and distribute electrical power for train usage and as needed tree trimmings and removal; and

WHEREAS, the electrical poles will be installed along Caltrain corridor from north City Limit near Noor Avenue in South San Francisco to south City Limit near San Felipe Avenue in Millbrae; and

WHEREAS, the comprehensive agreement will memorialize the respective responsibilities of each party, mainly City staff review and input on construction plans, interagency cooperation, City consultation to facilitate the construction of the project, and Peninsula Corridor Joint Powers Board's role in coordinating the project design and construction that may potentially impact City utilities and right-of-way; and

WHEREAS, the comprehensive agreement also establishes that Caltrain will pay for City staff time for review of plans and for performing construction inspection associated with City facilities impacted by the project; and

WHEREAS, Caltrain will deposit \$25,000 with the City, which will be utilized for staff and consultant services required to review and process the project, and to issue encroachment permits and perform construction inspections as needed.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to execute a comprehensive agreement with the Peninsula Corridor Joint Powers Board for the Caltrain Electrification Project.

Dated: October 25, 2016

ATTEST:

Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of October 2016 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers _____

ABSENT: Councilmembers: _____

COMPREHENSIVE AGREEMENT
BETWEEN
THE PENINSULA CORRIDOR JOINT POWERS BOARD
AND CITY OF SAN BRUNO
RELATING TO THE PENINSULA CORRIDOR ELECTRIFICATION PROJECT

This Comprehensive Agreement (“**Agreement**”) between the City of San Bruno, a municipal corporation city of the State of California (“**City**”) and the Peninsula Corridor Joint Powers Board, a joint exercise of powers agency (“**JPB**”) (collectively, the “**Parties**”) is entered into as of this ____ day of _____ 201__ (the “**Effective Date**”), each of which is referred to herein individually as “**Party**” and jointly as “**Parties.**”

RECITALS

- A. City is a duly established municipal corporation organized and existing under the laws of the State of California.
- B. JPB is a joint exercise of powers agency organized and existing under the laws of the State of California.
- C. JPB is the owner of the Peninsula Corridor Railroad right-of-way, including certain real property and fixtures located in the City of San Bruno between milepost (MP) 10.4 and 12.5, (the “**Right-of-Way**”), and includes one vehicular at-grade crossing.
- D. The Peninsula Corridor Electrification Project (“**Project**”) consists of converting Caltrain from diesel-hauled to electrically-powered trains for service between the 4th and King Street Station in San Francisco and the Tamien Station in San Jose.
- E. In 2009, the JPB completed a Final Environmental Assessment/Environmental Impact Report (EA/EIR) for the Project. Based upon that document, the Federal Transit Administration issued a Finding of No Significant Impact (FONSI) in 2009, which completed the federal environmental review for the Project in accordance with the National Environmental Policy Act (NEPA).
- F. On January 31, 2013, the JPB issued a Notice of Preparation of an Environmental Impact Report and, in February, 2014, issued a Draft Environmental Impact Report for a 60-day comment period ending on April 29, 2014. A Final Environmental Impact Report was issued in December 2014.
- G. On January 8, 2015, pursuant to Resolution No. 2015-03, the JPB certified conformance with the California Environmental Quality Act (CEQA) to the extent that it is applicable to the Project, and certified the Final Environmental Impact Report (FEIR) for the Project.
- H. On January 8, 2015, pursuant to Resolution No. 2015-04, the JPB adopted CEQA findings of fact, a statement of overriding considerations, and a mitigation monitoring and reporting plan.
- I. On February 5, 2015, pursuant to Resolution No. 2015-08 the JPB authorized the issuance of the PCEP Project Design Build Request for Proposals to engage a Design-Build Contractor to construct the Project.

- J. The City desires to cooperate with the JPB to facilitate the design and construction of the Project. The JPB and the City desire to memorialize the interagency cooperation and consultation between the Parties in this Agreement.
- K. The Parties acknowledge that the Project is funded in part with funds made available by the Federal Transit Administration. Accordingly, this Agreement and the obligations imposed on the Parties hereby shall be interpreted in a manner consistent with both Federal and State laws and regulations.
- L. The locations of certain elements of the Project may require the use of certain City streets for hauling operations and staging of construction during construction of the Project.
- M. The JPB and the City acknowledge that it will be necessary to develop procedures to ensure careful and continued cooperation between the Parties, including the following: (1) procedures to promote cooperation during the design and construction process; (2) procedures to avoid all unnecessary delays to either the contracting, design or construction process; and (3) procedures for inspecting the construction, relocation, and replacement, as necessary, of City Improvements.
- N. The Parties recognize and agree that this Agreement may not reasonably anticipate all aspects of the Project and changes thereto which may occur due to unforeseen circumstances. Accordingly, the Parties acknowledge their respective obligations to act reasonably and in good faith and to modify the terms hereof when necessary to accomplish their mutual goals.

SECTION 1: AFFIRMATION OF RECITALS AND OPERATIVE DATE

The JPB and the City affirm that the above recitals are true and correct.

SECTION 2: DEFINITIONS

The following definitions relate to such terms found in the entire Agreement, including, without limitation, all Exhibits hereto.

- A. **“City”** means City of San Bruno, its officers, employees, agents, consultants and contractors.
- B. **“City Improvements”** means City streets (including curbs, gutters and sidewalks), traffic control devices, storm drains, sanitary sewers, water lines, hydrants, electroliers, landscaping, irrigation systems, and all other public facilities and appurtenances.
- C. **“Contract Documents”** means the executed Design-Build Contract, Contract Change Orders and additional documents incorporated by express reference into the Contract.
- D. **“JPB”** means the Peninsula Corridor Joint Powers Board, its employees, agents, consultants, and contractors.

- E.** **"Project Improvements"** means all structures, features and fixtures constructed or installed for the Project, including all necessary changes to signal, fiber optic facilities and appurtenances, relocation of all utilities and pipelines of any kind within the Right-of-Way, grading, drainage, access roadways to the Right-of-Way, preliminary and construction engineering, and any and/or all other work of every kind and character necessary to build the Project.
- F.** **"Project"** means the Peninsula Corridor Electrification Project described in the FEIR, consisting of converting Caltrain from diesel-hauled to electrically-powered trains for service between the 4th and King Street Station in San Francisco and the Tamien Station in San Jose.

SECTION 3: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to memorialize the Parties' consultation and cooperation, designate their respective rights and obligations, and ensure cooperation between the JPB and the City in connection with the design and construction of the Project.

SECTION 4: PROJECT FEATURES

The Project features set forth below are not intended to constitute a comprehensive list of Project features, but are described in this Agreement to provide a general description of the elements of the Project. A comprehensive list of Project features associated with the Project is set forth in the FEIR.

- A.** The Project will install facility improvements, including overhead catenary wires, support poles, traction power facilities, and other appurtenances necessary to convert service from the existing diesel-locomotive driven trains to Electric Multiple Units (EMUs). EMUs are self-propelled electric trains that do not have a separate locomotive. EMUs can accelerate and decelerate at faster rates than diesel-powered trains, even with longer trains. With EMUs, Caltrain can run longer trains without degrading speeds, thus increasing peak-period capacity. This will support operations of up to 6 Caltrain trains per peak hour per direction (an increase from 5 trains per peak hour per direction at present). Electrification of the rail line is scheduled to be operational by 2020/2021. The Project includes operating 114 trains per day between San Jose and San Francisco and six trains per day between Gilroy and San Jose.
- B.** The Project will include the installation of 130 to 140 single-track miles of Overhead Contact System (OCS) for the distribution of electrical power to the new electric rolling stock. The OCS would be powered from a 25 kilovolt (kV), 60 Hertz (Hz), single-phase, alternating current (AC) traction power system consisting of the following Traction Power Facilities (TPF): two Traction Power Substations, one Switching Station and seven Paralleling Stations. The OCS poles are typically about 180 to 200 feet apart. On curved sections, the span lengths between supports must be reduced. The OCS poles are placed approximately 9 – 11 feet from the centerline of the tracks. Associated with the

OCS, an electric safety zone to adjacent vegetation is needed. This electric safety zone distance is approximately 10 feet from the face of the OCS pole.

- C. Specific to the City, and based on preliminary design, the Project elements anticipated within the City include:
- (1) OCS poles. Installation of foundations, poles and appurtenances.
 - (2) Stringing wire for OCS. Which will require temporary street closures when work occurs at an existing at-grade crossing. Specificity about the closures will be included in the Traffic Control Plan.
 - (3) Staging areas. The PCEP FEIR identified potential staging areas for the DB Contractor's use. The locations of the staging areas are near the intersection of (1) Herman Street and Scott Street and (2) near the intersection of Sylvan Avenue and Huntington Avenue. This location is shown in Exhibit A. Additional staging areas will comply with applicable mitigation measures and will be coordinated with the City.

SECTION 5: GENERAL COMMITMENTS

- A. The JPB will avoid affecting any City Improvements to the extent feasible. In the event a City Improvement requires modification and/or relocation, JPB shall be responsible for the design and construction of the City Improvement. A comprehensive list of affected City Improvements will be prepared by the JPB, and will be provided to the City for review. The City agrees to cooperate with the JPB to identify all City Improvements affected by the Project. Any replacement City Improvements will be of a similar kind and capacity to the existing facilities per existing City Codes and Standards. If City desires to increase or upgrade a City Improvement beyond its existing codes and standards, it shall be responsible for any additional costs for that change. The Parties will agree to a protocol for the review of plans and the inspection of affected City Improvements.
- B. In order to minimize disruption to the Caltrain passenger service during project construction as well as maximize protection of people and property, most of the Project work will be performed outside of the weekday peak commute hours.
- C. The JPB will provide the City with plan(s) addressing haul routes along city streets and roadways, and any staging areas or property owned or controlled by the City for City review and approval. JPB will also collaborate with the City to document existing conditions by video and photographic record of the proposed and accepted haul routes for comparison at the end of the project. JPB will provide the City a copy of both before and after video and photographic documentation to the City. The JPB shall be responsible for damages to City roadways but only to the extent and in the event that use of the roadways for this Project creates damages that exceed ordinary wear and tear of the roadways.
- D. The JPB and the City will cooperate to reduce impacts of the Project on local police, fire, and emergency services.

- E. During construction of the Project, the JPB shall provide the City with a list of JPB personnel to be contacted in the event of an emergency on the Project construction site within the City.
- F. During construction of the Project, the JPB will take responsibility for maintaining the security of the JPB construction areas within the City in consultation with the City's Police Department, as necessary.
- G. For the duration of Project construction, the JPB shall assign a lead representative to handle Project-related complaints from City residents, City officials, and/or staff. The JPB shall provide written notice to the City and shall publicize the telephone number, and E-mail address of the lead representative. The JPB shall make an initial response to all complaints within a reasonable period of time not to exceed 72 hours. For urgent matters, the JPB will make initial contact immediately. Follow-up of complaints will be completed within a reasonable time following initial contact with the complainant. The JPB shall take all reasonable actions to ensure that its lead representative is authorized to and does, in fact, ensure that corrective actions are implemented within a reasonable period of time following the determination that corrective actions are appropriate.
- H. Construction Noticing. The JPB will provide weekly construction updates via social media, the Caltrain website and by email. The JPB will provide a 60-day advance notice for construction within the City. The JPB will provide an initial notice of road and driveway closures 7 days in advance of the closure and the visual notifications for closures will be posted 72 hours in advance.
- I. Tree Trimming and Tree Removal. JPB will comply with any City tree replacement requirements for tree trimming or removal involving property outside of JPB property.
- J. Encroachment Permits and Haul Route Permit. JPB will obtain any City permit legally required for construction of the Project. The City shall not unreasonably withhold approval of the issuance of any such permit.

SECTION 6: MITIGATION MEASURES

The JPB will require the Design/Build Contractor to perform the work to implement the mitigation measures outlined in the Mitigation, Monitoring and Reporting Plan adopted by the JPB on January 8, 2015, to include the following:

- A. Mitigation Measure Aesthetics-2b: Aesthetic treatments for OCS poles, TPFs in sensitive visual locations and Overbridge Protection Barriers.
 - (1) The JPB shall coordinate with the City to obtain their input into OCS pole design relative to station aesthetics.

- B. Mitigation Measure Aesthetics-4a: Minimize spillover light during nighttime construction adjacent to residential neighborhoods. The JPB will direct any artificial lighting onto the worksite and away from adjacent residential areas at all times.
- C. Mitigation Measure Biology-5: A Tree Avoidance, Minimization, and Replacement Plan will be developed in consultation with a certified arborist and in consultation with cities, counties, and affected property owners along the Project. A complete field survey of the entire Project area will be completed to support the plan development by preparing a tree inventory for all affected areas.

SECTION 7: CITY IMPROVEMENTS

- A. Construction Standards: The JPB is designing and constructing the Project. The design and construction of the Project shall conform with JPB's adopted standards, specifically JPB Standards Dated September 30th, 2011 and the Design/Build Contract Documents. Any work required to repair or replace City Improvements damaged or affected by the Project shall conform with the City's adopted codes. If no City code exist for such work, it shall be designed to applicable Caltrans standards, or if no Caltrans standards apply, it shall be designed to such standards as JPB shall reasonably determine to apply and approved for application by the City. The JPB shall have the right to make changes to the design of work related to the City Improvements during construction, subject to the terms of this agreement.
- B. Design Review: The JPB will do a page-turn design review, or detailed walkthrough of the Project elements within the City limits at the 65% and Issued For Construction design levels prior to official submittal of Issued for Construction plans for final approval and permitting. All comments received will be addressed prior to official submittal of Issued for Construction plans. Design review for Project elements within the JPB Right-of-Way is for informational purposes only and is not for City approval. The City shall review and approve the design of any required work that alters or replaces City Improvements within 21 days of receipt of the official submittal of Issued For Construction plans.
- C. Permits: Following approval of official submittal of Issued For Construction plans, the City will issue all necessary permits for work to be performed in the City in accordance with the City's Municipal Code. The JPB will reimburse the City for its staff time and/or consultant costs spent on review of design documents, permits or inspections of City Improvements. The JPB shall pay all applicable City permit or other fees with regard to the Project. The JPB shall make an initial deposit of \$ 25,000.00 to the City for design review and inspection costs. The JPB will pay the City's standard permit and processing fees, as applicable to the Project. The method of payment is described below in Section 8. The City will cooperate with the JPB in identifying all City permits necessary for work to be performed under this Agreement. With the approved official submittal of Issued For Construction plans, the City shall issue the permits no later than twenty one (21) calendar days following the City's receipt of such permit submission.

- D. Coordination: During construction of the Project, the City shall provide the JPB with a list of City personnel to be contacted in the event of an emergency on the Project construction site within the City.
- E. Obligations: The Parties shall agree in writing with regard to any new or replacement City Improvements that will be the obligation of JPB to construct. Unless specifically authorized in writing, JPB shall not be required to replace any City Improvement with facilities of greater capacity, durability or efficiency than the one replaced, unless such replacement is required by the Project. Upon acceptance of any Project work related to City Improvements, City will have the responsibility for any maintenance, repairs, alterations or future upgrades or replacements.

SECTION 8: METHOD OF PAYMENT TO THE CITY

- A. The JPB shall make an initial deposit of \$25,000.00 to the City for costs incurred by the City for design review and inspection costs for the Project as described in Section 7 above. The JPB will pay the City's standard permit and processing fees, as applicable to the Project. The City shall notify the JPB when 75% of the initial deposit has been spent, at which time the JPB and the City shall review the spent and remaining budget to determine any additional needs beyond the initial deposit. Any change to the deposit amount shall be agreed upon by the JPB and the City.

SECTION 9: TRAFFIC MAINTENANCE AND DETOURS

The JPB will assume full responsibility for maintaining in service, or causing to be maintained in service, all traffic detours during JPB construction of the Project in a manner reasonably satisfactory to the City, subject to and consistent with all applicable California Department of Transportation requirements. All traffic control, lane closure, and detour plans shall be submitted to the City for approval prior to commencement of any phase of construction requiring either traffic control or detour(s), which approval shall not be unreasonably withheld. The traffic control, lane closure, and detour plans shall specify the length of time that portions of City streets will likely be closed.

- A. Although certain City streets will, of necessity, be partially closed for some period during construction of the Project, the JPB will, to the greatest extent practicable, maintain in service, or cause to be maintained in service, all City streets and related City Improvements within the limits of the Project area in a manner reasonably satisfactory to the City. At a minimum, two-way service will be maintained on all City streets affected by the Project, unless otherwise agreed to by the JPB and the City.
- B. In its Contract Documents, the JPB will require its contractor(s) to submit traffic plans showing haul routes, temporary closures, and the method of traffic maintenance and staging to the City for approval, which approval shall not be unreasonably withheld. The City shall approve or disapprove the plans no later than twenty-one(21) calendar days following the City's receipt of such plans.

- C. In its Contract Documents, the JPB will, prior to the temporary closure to traffic of all or part of any street, sidewalk, or other public access, require that its contractor(s) provide at least fourteen (14) calendar days' notice of such closure to the City, and follow the City's Council protocol for street closures. Deviation from this fourteen (14) calendar day requirement may be permitted in bona fide emergency situations as determined by the JPB and the City.
- D. At least seventy two (72) hours prior to the temporary closure to traffic of all or part of any street, sidewalk, or other public access, the JPB will post notice of such closure. Such notice of any road closure shall include, at minimum, use of an electronic sign. The JPB will also provide closure-information fliers to residents, schools, and businesses within a five hundred (500) foot radius of any such closure.

SECTION 10: EROSION CONTROL PLAN

The JPB shall provide an erosion control plan to retain sediments on site in accordance with the JPB's Storm Water Pollution Prevention Program and Contract Documents. All stockpiled earthwork shall be protected from wind and water erosion. Dust control shall be undertaken in accordance with the JPB Contract Documents and shall provide for dust, erosion and pollution control seven days a week, 24 hours a day for the duration of construction activities

SECTION 11: DESIGNATED AGENT OF THE PARTIES

The City contact person for all matters related to this Agreement will be the City Manager or his or her designee. The JPB's contact person for all matters related to this Agreement will be the Lin Guan (650-508-7976; guanz@samtrans.com) or his designee.

SECTION 12: INDEMNIFICATION

A. City's Indemnity.

- (1) City shall fully release, indemnify, hold harmless and defend the JPB, as well as the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, Transit America Services, Inc. or any successor Operator of the Service, the Union Pacific Railroad Company, and/or their respective officers, directors, employees, contractors and agents (collectively, "JPB Indemnitees") from and against all liability, claims, suits, sanctions, costs or expenses for injuries to or death of any person (including, but not limited to, the passengers, employees and contractors of City and JPB), and damage to or loss of property arising out of or resulting from any act or omission by City, its agents, employees, contractors or subcontractors in the performance of its obligations under this Agreement.
- (2) City's obligation to defend shall include the payment of all reasonable attorney's fees and all other costs and expenses of suit, and if any judgment is rendered against any JPB Indemnatee, City shall, at its expense, satisfy and discharge the

same, so long as said claim has been timely tendered to the City without prejudice to City's rights and/or abilities to undertake a defense of said claim.

B. JPB's Indemnity.

- (1) JPB shall fully release, indemnify, hold harmless and defend the City and its respective officers, directors, employees, contractors and agents (collectively, "City Indemnitees") from and against all liability, claims, suits, sanctions, costs or expenses for injuries to or death of any person (including, but not limited to, passengers, employees and contractors of City and JPB) and damage to or loss of property arising out of or resulting from any act or omission by the JPB, its agents, employees, contractors or subcontractors in performance of its obligations under this Agreement.
- (2) JPB's obligation to defend shall include the payment of all reasonable attorney's fees and all other costs and expenses of suit, and if any judgment is rendered against City Indemnitee's or any one of them, JPB shall, at its expense, satisfy and discharge the same, so long as said claim has been timely tendered to the JPB without prejudice to JPB's rights and/or abilities to undertake a defense of said claim.

C. Severability. It is the intention of the Parties that should any term of this indemnity provision be found to be void or unenforceable; the remainder of the provision shall remain in full force and effect.

D. Survival. This indemnification shall survive termination or expiration of this Agreement.

SECTION 13: INSURANCE

The JPB shall include in its Contract Documents a requirement that the City be named an additional insured on all policies of insurance required of its contractors.

SECTION 14: RESOLUTION OF DISPUTES

A. Prior to commencement of any formal litigation arising out of this Agreement, the Parties shall submit the matters in controversy to a neutral mediator jointly selected by the Parties. The costs of said mediator shall be borne evenly by the Parties involved in said dispute. To the extent the disputes remain outstanding following completion of mediation, any claim, controversy, action or proceeding arising out of or relating to this Agreement or to any document, instrument or exhibit executed pursuant to this Agreement shall be tried by a judge pro tem. Said judge is to be selected by counsel for the Parties from a list of retired judges furnished by the presiding judge of the County of San Mateo. If counsel are unable to select a judge pro tem said judge will be selected by the presiding judge from the list provided.

- B. Each Party shall pay its pro rata share of the fee for the judge pro tem. Each Party shall bear its own fees and expenses in such proceedings and the prevailing Party shall not be entitled to reimbursement from the losing Party for any such fees or expenses.
- C. The judge pro tem shall have the authority to try and decide any or all of the issues in the claim, controversy, action or proceeding, whether of fact or of law, and to report a statement of decision thereon. In any proceedings before the judge pro tem, the issues are to be determined under the statutory and decisional law of the State of California. All local and California Rules of Court shall be applicable to any proceeding before the judge pro tem. All proceedings shall be conducted on consecutive dates without postponement or adjournments.

SECTION 15: NOTICES

All notices required hereunder may be given by personal delivery, US Mail, or courier service (e.g. federal express) transmission. Notices shall be effective upon receipt at the following addresses.

PCJPB: Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070
Attn: Executive Director

City: San Bruno
567 El Camino Real, San Bruno, CA 94066
Attn: City Manager, with a copy to the City Engineer

SECTION 16: PARTIES NOT CO-VENTURERS

Nothing in this Agreement is intended to nor does it establish the Parties as partners, co-ventures or principal and agent with one another.

SECTION 17: FURTHER ASSURANCES, TIME PERIODS AND RECORDS

- A. Each Party shall execute and deliver to the other all such additional instruments or documents as may be necessary to carry out this Agreement or to assure and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement, subject to appropriate approvals of each Party's governing body.
- B. Should unforeseen circumstances occur, the JPB and the City shall negotiate in good faith to reach agreement on any amendment(s) that may be necessary to fully effectuate the Parties' respective intentions in entering into this Agreement.
- C. Pursuant to California Government Code Section 8546.7, the Parties shall be subject to the examination and audit of the State Auditor, at the request of the JPB or as part of any

audit of the JPB by the State Auditor, for a period of three (3) years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

SECTION 18: NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS

No director, member, official, employee or agent of the City or the JPB shall be personally liable to any Party to this Agreement or any successor in interest in the event of any default or breach of this Agreement or for any amount which may become due on any obligation under the terms of this Agreement.

SECTION 19: HEADING AND TITLES

Any titles of the Sections of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any part of its provisions.

SECTION 20: APPLICABLE LAW

This Agreement shall be interpreted under and pursuant to the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties to this Agreement shall be the Superior Court of San Mateo County.

SECTION 21: SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

SECTION 22: BINDING UPON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the transferees, successors and assigns of each of the Parties to it, except that there shall be no transfer of any interest by any of the Parties to this Agreement except pursuant to the terms of the Agreement.

SECTION 23: REMEDIES NOT EXCLUSIVE

No right or remedy conferred upon or reserved to the JPB or the City under this Agreement is intended to be exclusive of any other right or remedy, except as expressly stated in this Agreement, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited in this Agreement.

SECTION 24: FORCE MAJEURE

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, quarantine restrictions, casualties, acts of God, acts of the public enemy, epidemic, government restrictions on priorities, freight embargoes, shortage of labor or materials, unusually inclement weather, lack of transportation, court order, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other Party within thirty (30) days from the commencement of the cause and such extension is not rejected in writing by the other Party within thirty (30) days of receipt of the notice. Time of performance under this Agreement may also be extended by mutual written agreement, signed by both Parties.

SECTION 25: INTEGRATION

This Agreement represents the full, complete and entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other communications, representations, proposals, understandings or agreements, whether written or oral, between the Parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by an authorized officer or representative of each of the Parties hereto.

SECTION 26: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute a single Agreement.

SECTION 27: AMENDMENTS

This Agreement may be amended only in a writing that is executed by the Parties hereto.

SECTION 28: THIRD PARTY RIGHTS

Nothing herein shall be considered as creating any rights and/or obligations by any of the Parties to this Agreement to any third parties. Specifically, none of the duties to inspect or maintain shall in any way be construed as creating or expanding any additional obligations to any third Party beyond those required and established under the applicable statutes, regulations, ordinances or law.

SECTION 29: SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties hereto.

SECTION 30: BONDING

JPB will require the design/build contractor for this Project to provide performance and payment bonds in the full amount of the contract and will require a two-year warranty period. The bond shall be maintained in full force and effect during the entire period that work is performed by the contractor until such work is accepted by JPB. With respect to work related to City Improvements, the JPB shall not accept the work related to such facilities for purposes of this section until it has reviewed the matter with the City.

This Agreement is made and entered into as of the date set forth above.

PENINSULA CORRIDOR JOINT POWERS
BOARD

CITY OF SAN BRUNO

By: _____

Jim Hartnett
General Manager

Connie Jackson
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JPB Attorney

San Bruno City Attorney

By: _____

By: _____



City Council Agenda Item
Staff Report

CITY OF SAN BRUNO

DATE: October 25, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jimmy Tan, Public Services Director/City Engineer

SUBJECT: Adopt Resolution Accepting the 2015 Street Rehabilitation Project as Complete, Authorizing the Filing of a Notice of Completion with the San Mateo County Recorder's Office, and Authorizing Release of the Construction Contract Retention in the Amount of \$120,900

BACKGROUND:

The City's Capital Improvement Program (CIP) includes the Street Rehabilitation Project to repair and apply preventative maintenance treatment to local, collector, and arterial streets. The City utilizes the Metropolitan Transportation Commission's Streetsaver Program, also known as the Pavement Management Program (PMP), to analyze pavement data in selecting street treatments in order to optimize use of funds for maintenance and rehabilitation work.

On June 23, 2015, the City Council awarded a construction contract to Oliver DeSilva Inc. dba Gallagher & Burk, Inc. for construction in the amount of \$2,170,219 with a project contingency of \$325,600. The project scope of work consisted of repaving the roadway surface with asphalt overlays, slurry seals, rubber cape seals, base repair of failed pavement structures, installation of accessible curb ramps and new traffic striping. A total of 18 street segments were designed to be rehabilitated as part of this project.

DISCUSSION:

The City performed paving coring and soil borings to determine pavement section and subgrade soil properties prior to the start of the project in several locations that did not reveal the extent of this localized soil condition. During the construction of the improvements on San Diego Avenue and Chestnut Avenues the contractor encountered soft and oversaturated subgrade soil along the street segment. The existing subgrade for both of the street segments were excavated, disposed and then replaced with a more stable aggregate subgrade with geo-fabric material in between the existing and new subgrade materials. Since the City didn't have knowledge regarding the existing subgrade conditions, the additional mitigation work was not included in the original bid and the situation was considered an unforeseen condition which required an issuance of a change order to Gallagher & Burk.

On April 12, 2016, the City Council approved an additional appropriation of \$515,800 (\$257,900 each from Measure A and Gas Tax) to cover the costs of the unforeseen work. Three (3) contract change orders were issued in the amount of \$247,772 with a final

7.d.

contract amount of \$2,417,991. The change orders included the mitigation subgrade work for San Diego and Chestnut Avenues, disposal of excavated materials, change of striping work on Amador Avenue and replacement of existing deteriorated sewer manhole frame and cover.

Gallagher & Burk has completed the project within the final approved budget. Additional contract days were added to the project to account for inclement weather delay and the extended work needed to complete the change orders. There are no unresolved stop notices or outstanding construction claims. The construction contract required a 5% retention, which totals \$120,900 withheld by the City. Staff recommends that the City Council accept the construction project as complete, authorize filing the Notice of Completion with the San Mateo County Recorder's Office, and approve release of the contract retention.

FISCAL IMPACT:

The 2015 Street Rehabilitation Project is an established Capital Improvement Program (CIP) project. The City Council approved a construction contract of \$2,170,219 for Gallagher & Burk, material inspection of \$25,000, staff management and inspection of \$217,100 and \$841,400 in contingency for a total budget of \$3,253,719. The combined three (3) change orders totaled \$247,772. As detailed below, the total expenditure of the project is approximately \$2,609,363. The remaining budget of \$644,356 will be returned equally into the Measure A and Gas Tax funds.

	<u>Expenditure</u>
Original Construction Contract- Gallagher & Burk, Inc.	\$ 2,170,219
Change Order #1	\$ 438,809
Change Order #2	\$ 3,216
Change Order #3	\$ (194,253)
Construction Inspection- Smith-Emery, Co.	\$ 19,445
Design Services- Nichols Consulting Engineers	\$ 69,250
Reproduction and Advertisement	\$ 817
City Staff- Project Management	<u>\$ 101,860</u>
Project Total	\$ 2,609,363

ALTERNATIVES

1. Do not accept the construction contract as complete and do not authorize filing of a Notice of Completion.

RECOMMENDATION

Adopt resolution accepting the 2015 Street Rehabilitation Project as complete, authorizing the filing of a Notice of Completion with the San Mateo County Recorder's Office, and authorizing release of the construction contract retention in the amount of \$120,900.

DISTRIBUTION:

None

ATTACHMENTS:

1. Resolution
2. Project Acceptance Information Form
3. 2016-21 CIP Budget Sheet

DATE PREPARED:

October 10, 2016

REVIEWED BY:

____ CM
____ ACM
____ FIN

RESOLUTION NO. 2016 - ____

RESOLUTION ACCEPTING THE 2015 STREET REHABILITATION PROJECT AS COMPLETE, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION WITH THE SAN MATEO COUNTY RECORDER'S OFFICE, AND AUTHORIZING RELEASE OF THE CONSTRUCTION CONTRACT RETENTION IN THE AMOUNT OF \$120,900

WHEREAS, the City of San Bruno's Capital Improvement Program (CIP) includes the 2015 Street Rehabilitation Project to repair and apply preventative maintenance treatment to local, collector, and arterial streets; and

WHEREAS, on June 23, 2015, the City Council awarded a construction contract to Oliver DeSilva Inc. dba Gallagher & Burk, Inc. in the amount of \$2,170,219; and

WHEREAS, on April 12, 2016, the City Council awarded an additional appropriation in the amount of \$515,800 due to unforeseen construction conditions; and

WHEREAS, three (3) contract change orders were issued in the amount of \$247,772 to address unforeseen design and construction issues with a final construction contract amount of \$2,417,991; and

WHEREAS, all construction work as part of this contract has been completed to the satisfaction of the City's project management team; and

WHEREAS, the construction contract requires the filing of a Notice of Completion of this project with the San Mateo County Recorder's Office and release of the construction contract retention in the amount of \$120,900 upon the acceptance of the project as complete.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the 2015 Street Rehabilitation Project as complete, authorizes the filing of a Notice of Completion with the San Mateo County Recorder's Office, and authorizes release of the construction contract retention in the amount of \$120,900.

Dated: October 25, 2016

ATTEST:

Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of October 2016 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____



PUBLIC SERVICES DEPARTMENT

Capital Improvement Program

Project Acceptance Information Form

As of October 10, 2016

Contract Name:	2015 Street Rehabilitation Program	Contract No.:	82666
Project Manager:	Jimmy Tan		
Design Consultant:	Nichols Consulting Engineers		
Construction Contractor:	Oliver DeSilva Inc. dba Gallagher & Burk, Inc.		
Construction Inspection Services:	Smith-Emery, Co.		

Project Information:

Project Description:	This project is aimed at repairing and applying preventative maintenance treatment to local, collector, and arterial streets. The project scope of work consisted of repaving the roadway surface with asphalt overlays, slurry seals, rubber cape seals, base repair of failed pavement structures, installation of accessible curb ramps and new traffic striping.
Construction Contract Award:	June 23, 2015
Start of Construction:	September 1, 2015
Contract Change Orders (CCO):	Three (3) - During construction on San Diego Avenue, Amador Avenue and Chestnut Avenue, the contractor encountered unforeseen construction issues which were addressed through three (3) change orders.
Substantial Completion:	September 1, 2016
Final Completion:	October 1, 2016
Notice of Completion:	Scheduled for filing by November 1, 2016

Project Costs:

	Budget	Actual
TOTAL PROJECT	\$ 3,253,719	\$ 2,609,363
Construction Contract	\$ 2,170,219	\$ 2,170,219
Contingency (15%)	\$ 325,600	-
Additional Appropriation	\$ 515,800	-
Change Order No. 1 (Subgrade remediation work for San Diego and Chestnut; Cost to remove and dispose soil)	\$ -	\$ 438,809
Change Order No. 2 (Cost for different pavement markings along Amador)	\$ -	\$ 3,216
Change Order No. 3 (Quantities adjustment, replace manholes frame, covers and valve box and lids)	\$ -	\$ (194,253)
Construction Inspection Services	\$ 25,000	\$ 19,445
Design Support during Construction	\$ 0	\$ 69,250
Reproduction & Advertisement	\$ 0	\$ 817
City Staff – Project Management during construction	\$ 217,100	\$ 101,860

Streets Capital

Street Rehabilitation

Pavement Management Program Summary

PROJECT #: 82666 | 82667

Total Project Cost: \$ 16,261,016

DEPARTMENT: Public Services

PROJECT APPROPRIATIONS	Prior Appropriations	2016-17		2016/17	2017/18	2018/19	2019/20	2020/21	Total 2016-21 Budget
		Estimated Carryover	New Request						
Design and Construction	\$ 7,561,016	\$ 1,617,573	\$ 1,850,000	\$ 3,467,573	\$ 2,300,000	\$ 2,300,000	\$ 1,250,000	\$ 1,000,000	\$ 10,317,573
FUNDING SOURCES									
Various Funding	\$ 7,561,016	\$ 1,617,573	\$ 1,850,000	\$ 3,467,573	\$ 2,300,000	\$ 2,300,000	\$ 1,250,000	\$ 1,000,000	\$ 10,317,573

Project Description: This program involves the repair and preventative maintenance of City streets, public parking lots, park pathways, and City facility parking lots. The condition of City streets are identified through an on-going Pavement Management Program (PMP). The long-term goal is to achieve a pavement condition index (PCI) score equal to or greater than 70. The present average index score in the City is 64 (0-100; Poor-Excellent).

The City's PMP is designed to maximize pavement longevity with timely and cost effective rehabilitation while working within budget constraints. The annual Street Rehabilitation Project is designed and constructed to improve the City streets.

This program will also repave and rehabilitate two public parking lots and two City park pathways and facility parking lots over the next five years through 2020-21.

See project detail on the following page.



Project Details

Initial Funding Year	2004/05
Target Completion Year	On-going
Expended as of June 30, 2016	\$5,943,443



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: October 25, 2016

TO: Honorable Mayor and City Council

FROM: Jimmy Tan, Public Services Director/City Engineer
Jim Burch, Deputy Public Services Director

SUBJECT: Hold Public Hearing, Waive First Reading, and Introduce an Ordinance Adding Chapter 10.15 to the Municipal Code to Include Water Supply Cross-Connection and Backflow Prevention Standards

BACKGROUND:

The State of California and San Mateo County Environmental Health Services require water purveyors such as the City of San Bruno to protect their public water supply systems from potential and actual contamination. To prevent contamination, backflow prevention assembly devices are installed where the public water system connects to the customer's residence or business. While modern plumbing fixtures have some built-in backflow protection measures such as air gaps in toilet fill valves, dishwashers, and other appliances, a certified backflow device is usually necessary for businesses and manufacturing facilities. Backflow devices have internal check valves that close if the water pressure from the City's supply lines should drop, which then prevents potentially contaminated water from flowing back into the City's system from the property. For example, a backflow assembly system would prevent water from swimming pools, irrigation, restaurants, and fire sprinkler systems that may contain contaminants to enter the City's drinking water system. Backflow devices need to be routinely inspected, and repaired or replaced if needed, to prevent a device failure, which could allow contaminants from the property into the drinking water system.

The conditions likely to create a backflow event are common, such as a property owner or worker draining down a house or building to make a plumbing repair; a broken water main or distribution pipe; power outages; fire fighters using large quantities of water to extinguish a fire, or; any piece of equipment or process creating water pressures greater than the pressure in water distribution system. A single failed cross connection can contaminate the entire water supply in a distribution zone. If the City's water system were to become contaminated, the water in the area would need to be isolated, and the affected zone would be flushed out, treated, and tested. It can take crews several days or weeks to complete repairs, and then test and treat the water after an incident. During a repair, water service would be limited or halted dependent on the severity of the contamination. Water service would only be restored to the area after the Department of Health certifies the water to be safe.

The City initially determines when a cross connection backflow device is required when a property owner requests a building permit. The City's determination is primarily based on the operations of the facility and if the building requires a separate water line for fire sprinklers or irrigation. In general, cross-connection devices are required at most

commercial, industrial, or manufacturing facilities that use chemicals, or generate potentially toxic or hazardous waste, as well as at large multi-unit residential buildings. Examples of facilities required to install cross-connection devices include nail salons, dry cleaners, medical and dental facilities, schools, prisons, restaurants, hotels, cemeteries, mortuaries, and properties with swimming pools.

The State Water Resources Control Board requires water agencies to complete annual inspections of every backflow device in their systems. To comply with State requirements, San Bruno has been using certified inspectors from the San Mateo County Environmental Health Services to complete the annual inspections and submit the required reports to the State. All of these activities, including enforcement and compliance, are coordinated and approved by City staff. If County inspectors determine that a backflow device needs to be repaired or replaced, the property owner is responsible to complete any repairs, which can range from \$3,000 to \$10,000 depending on the type of system.

While the City is complying with State backflow inspection, reporting, and enforcement requirements, none of these practices are currently codified in the Municipal Code. In June 2016, the California Water Resources Control Board updated the State Code of Regulations to encourage local water agencies adopt "operating rules or ordinances to implement the cross-connection program." Such an ordinance should designate the agency as the administrative and enforcement authority; explain and specify the provisions of an agency's backflow protection system; inspection, testing, maintenance record and reporting procedures; and how property owners are to test and maintain their backflow devices.

DISCUSSION:

Staff proposes a Cross-Connection Ordinance adding Chapter 10.15 to the San Bruno Municipal Code (Water Municipal Services). The purpose of the Ordinance is to protect the water supply from cross-connection and back flow contamination and incorporates all of the elements to comply with the California Code of Regulations and to ensure the safety of the City's water supply. The principal provision designates the City of San Bruno as the program's Administrative Authority. San Mateo County Environmental Health Services Division will continue to inspect backflow prevention and cross-contamination devices and work with property owners to achieve compliance. The new ordinance provides the City with specific enforcement authority, including the ability to issue warnings, fines, and ultimately discontinuing water service if necessary to achieve compliance and avoid contamination.

The ordinance will not tangibly affect the City's practices, and the cross-connection program will continue operating as it is currently. City staff will continue reviewing development permit applications to determine if a backflow device is required. San Mateo County engineers will continue annual inspections and submit reports to the State. Property owners will still be responsible to maintain and repair their systems as needed by a certified cross-connection contractor.

During preparation of this Ordinance, staff learned that in 1976, the City Council adopted an ordinance (Ordinance No. 1268, attached for reference) regarding cross-connection devices, but the ordinance was never codified, for unknown reasons. Because that ordinance is now outdated and was never codified, the proposed ordinance will be considered a new addition to the Municipal Code.

FISCAL IMPACT:

There is no new budget impact by adopting this ordinance. The City will continue reimbursing the County for annual inspections in an anticipated amount of \$39,000 which is funded from the 2016-17 Water Division Operating Budget.

ALTERNATIVES:

1. Provide policy direction on recommendations to the Ordinance or the cross-connection backflow program and direct that the proposed Ordinance be revised before introduction.
2. Do not introduce the Ordinance. The City would be out of compliance with Title 17 of the California Code of Regulations.

RECOMMENDATION:

Hold public hearing, waive first reading, and introduce an Ordinance adding Chapter 10.15 to the Municipal Code to include water supply cross-connection and backflow prevention standards.

ATTACHMENTS:

1. Proposed Ordinance
2. California Drinking Water Regulations, Title 17, Chapter 5 (June 14, 2016)
3. Ordinance 1268 (September 13, 1976)

REVIEWED BY:

_____ CM
_____ ACM
_____ CA

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SAN BRUNO
ADDING CHAPTER 10.15 OF THE CITY OF SAN BRUNO MUNICIPAL CODE TO
UPDATE WATER SUPPLY CROSS-CONNECTION AND BACKFLOW
PREVENTION STANDARDS IN ACCORDANCE WITH TITLE 17 OF THE
CALIFORNIA CODE OF REGULATIONS**

The City Council of the City of San Bruno does hereby ordain as follows:

Section 1. Factual Background and Findings.

WHEREAS, California Code of Regulations (CCR), Title 17 requires the City of San Bruno as a water purveyor to protect the Public Water Supply System from potential and actual contamination; and

WHEREAS, in order to protect the water supply from potential and actual contamination and to comply with State regulations, the City has implemented backflow prevention and cross-connection standards; and

WHEREAS, the Public Services Department staff has jointly worked with the California Department of Public Health Service and San Mateo County Health Department to add Chapter 10.15 to the San Bruno Municipal Code to comply with the recently adopted regulations in CCR, Title 17;

WHEREAS, this ordinance is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per 14 CCR section 15308 (actions for the protection of the environment).

NOW, therefore, the City Council of the City of San Bruno does ordain as follows:

Section 2. Chapter 10.15 of the San Bruno Municipal Code is added as follows:

a) Chapter 10.15 ("Cross-Connection and Backflow Standards") is added and shall read as follows:

10.15.010

PURPOSE

The purpose of this chapter is to describe the Cross-Connection Control Program implemented by the City of San Bruno Public Services Department to protect the public water supply against actual or potential contamination through cross-connection and backflow.

10.15.020

SCOPE

The scope of the Cross-Connection Control Program includes all of the elements necessary to ensure compliance with the California Code of Regulations, Title 17, Public Health Sections 7583 through 7605. The City of San Bruno partners with the San Mateo County Environmental Health Services Division to implement the majority of the scope of this program, including compliance with required program personnel certifications, surveying of residential, industrial and commercial user facilities for potential cross-connection hazards, designation of appropriate backflow preventers, requirements for testers and testing of backflow prevention assemblies, and maintenance of records.

10.15.030

DEFINITIONS

The following definitions describe those terms and phrases that are pertinent to the various elements of a cross-connection control program:

A. **Approved Backflow Prevention Assembly**

The term "Approved Backflow Prevention Assembly" shall mean assemblies listed, and installed as prescribed, on the most current List of Approved Backflow Prevention assemblies, published by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research (USC Foundation), and meet any additional requirements deemed necessary by the City or Environmental Health.

B. **Approved Water Supply**

The term "approved water supply" means any local water supply whose potability is regulated by a State or Local Health Agency.

C. **Auxiliary Water Supply**

The term "auxiliary water supply" means any water supply on or available to the premises other than the approved water supply as delivered by the water purveyor to the service connection.

D. AWWA

The term "AWWA" is an acronym for the American Water Works Association.

E. Backflow

The term "backflow" shall mean a flow condition, caused by a differential in pressure, which causes the flow of water or other liquid, gases, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source. Back siphonage is one cause of backflow. Back pressure is the other cause.

F. Backflow Preventer

An approved assembly or means designed to prevent backflow.

1. Air Gap.

The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water to a tank, plumbing fixture, receptor or other assembly and the flood level rim of the receptacle. These vertical physical separations must be at least twice the diameter of the water supply outlet, never less than 1 inch.

2. Reduce Pressure Principle Backflow Prevention Assembly.

This assembly consists of two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and below the first check valve. These units are located between two tightly closing resilient-seated shutoff valves as an assembly and equipped with properly located resilient-seated test cocks.

3. Double Check Valve Assembly.

This assembly consists of two internally loaded check valves, either spring-loaded or internally weighted, installed as a unit between two tightly closed resilient-seated shutoff valves and equipped with properly located resilient-seated test cocks.

4. Double Check Valve Detector Assembly.

This assembly is a specially designed backflow assembly composed of a line-sized-approved double check valve assembly with a bypass containing a water meter and an approved double check valve assembly. The meter shall register accurately for only very low rates and is used to show unauthorized usage or leaks in the customers system.

5. Pressure Vacuum Breaker Assembly.

This assembly contains one or two independently operated spring loaded check valves and an independently operated spring loaded air inlet valve located on the discharge side of the check or checks. It also includes two tightly closing

shutoff valves on each side of the check valves and equipped with properly located resilient-seated test cocks.

6. Atmospheric Vacuum Breaker Assembly.

This assembly contains an air inlet valve, a check seat and an air inlet port(s). A shut off valve immediately upstream may be an integral part of the assembly, but there shall be no shutoff valves or obstructions downstream. The assembly shall not be subject to operating pressure for more than twelve (12) hours in any twenty-four (24) hour period.

7. Hose Bibb Vacuum Breaker.

This device is permanently attached to a hose bibb and acts as an Atmospheric Vacuum Breaker.

G. Customer or Responsible Party

The Customer or Responsible Party is the person that either has applied for water service from the City, or owns or controls water piping or fixtures served by the City water supply. The terms customer and responsible party have the same meaning within this ordinance.

H. Contamination

The term "contamination" means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of the water.

I. Pollution

The term "pollution" shall mean an impairment of the quality of the water to a degree which does not create a hazard to the public health, but, which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.

J. Cross-Connection

The term "cross-connection" as used in this document means any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

K. Person

The term "person" means an individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.

L. Facility

The term "facility" means any and all areas on a water user's property which are served or have the potential to be served by the public water system.

M. Public Water System

The term "public water system" means a system for the provision to pipe water to the public for human consumption that has fifteen or more service connections or regularly serves an average of 25 individuals daily at least 60 days out of the year.

N. Service Connection

The term "service connection" refers to the point of connection of a facility's piping to the water supplier's facilities, usually considered the point at the outlet from the water meter.

O. Water Supplier

The term "water supplier" means the person who owns or operates the approved water supply system.

P. Water User

The term "water user" means any person obtaining water from an approved water supply system.

Q. City

Unless otherwise specified, the term "City" shall refer to the City of San Bruno Department of Public Services - Water Division or San Mateo County Environmental Health working as a partner to the Water Division.

R. Inspection Tag

"Inspection Tag" means a current-calendar-year backflow tag purchased from San Mateo County Environmental Health.

S. Cross-Connection Control Program Specialist

The term "cross-connection control program specialist" means a person certified by AWWA, or an approved equivalent certifying entity, to evaluate the hazards inherent in supplying a customer's water system.

T. Certified Tester

The term "certified tester" means a person certified by AWWA or an approved equivalent certificate and certified by San Mateo County Environmental Health Services to perform backflow prevention assembly testing.

10.15.040 ADMINISTRATION OF PROGRAM

A. Authority

City of San Bruno Department of Public Services is the Administrative Authority for the Cross-Connection Control Program. The authority to administer this program comes from State of California, Title 17; State of California, Public Utilities Commission Rule 16c; and State of California, Department of Public Health Services (and any successor agencies).

B. Program Administrator

The program administrator for the Cross-Connection Control Program in the City of San Bruno is the Public Services Director or his/her designee. The City also partners with the San Mateo County Environmental Health Services Division through an agreement to implement portions of the program, as allowed by California Health and Safety Code. However, the City is ultimately responsible for the implementation of the program.

10.15.050 APPROPRIATE BACKFLOW PROTECTION

A. New Construction, Remodels and Tenant Improvements

1. Residential, Single-Family and Duplexes Only

a. Domestic Water – The City may require an Approved Backflow Prevention Assembly to be installed on the customer's facility, as close as possible to the service connection. The assembly shall be a Reduced Pressure Principle Backflow Prevention Assembly (RP) or a Double Check Valve Assembly (DC) as determined by the City. If it is determined that a backflow prevention assembly is required, the customer may also need to install a thermal expansion tank in accordance with the California Plumbing Code.

b. Irrigation System – The City requires an Approved Backflow Prevention Assembly to be installed on the customer's facility on the branch line serving an Irrigation system. The assembly shall be a Pressure Vacuum Breaker (PVB), Reduced Pressure Principle Backflow Prevention Assembly (RP), or Atmospheric Pressure Vacuum Breaker (AVB) as determined by the City.

c. Fire Suppression System – All facilities with an installed fire suppression system must have an Approved Backflow Prevention Assembly, excluding flow-through fire systems, on the branch line serving the fire suppression system. The assembly shall be a Double Check Valve Assembly (DC) or as determined by the City. Flow-through fire protection systems shall be constructed with approved potable water piping and material

2. Commercial, Industrial, Institutional, Multi-Family

- a. Domestic Water – The City may require an Approved Backflow Prevention Assembly to be installed on the customer’s facility, as close as possible to the service connection. The assembly shall be a Reduced Pressure Principle Backflow Prevention Assembly (RP) or a Double Check Valve Assembly (DC) as determined by the City, the customer may also be required to install a thermal expansion tank in accordance with the California Plumbing Code.
- b. Irrigation System – The City requires an Approved Backflow Prevention Assembly to be installed on the customer’s facility, as close as possible to any irrigation system service connections or on any irrigation branch line. The assembly shall be a Pressure Vacuum Breaker (PVB), Reduced Pressure Principle Backflow Prevention Assembly (RP) or Atmospheric Pressure Vacuum Breaker (AVB) as determined by the City.
- c. Fire Suppression System - All facilities with an installed fire suppression system must have an Approved Backflow Prevention Assembly. The assembly shall be a Double Check Valve Detector Assembly (DCDA) and installed according to City standard specifications and drawings, and this Ordinance. The assembly must incorporate a City- supplied bypass water meter at customer’s cost which is also protected with an approved double check valve assembly.

B. Existing Service Connection

When it is determined in a survey by a City or Environmental Health Cross-Connection Control Program Specialist that an actual or potential cross connection or backflow condition is present on an existing facility, the installation of an appropriate backflow preventer shall be required. Should an existing backflow prevention assembly be in place that does not meet the City’s installation requirements, does not comply with this ordinance, or does not provide adequate protection with the degree of hazard found on site, the assembly shall be replaced or upgraded as required by the City, at the expense of the customer or responsible party.

10.15.060 SURVEYS

A. Identification of Survey Candidates

The City may identify specific industries that might pose an actual or potential backflow hazard to the public water supply. Some of these industries are identified from common lists of industries where cross-connections are likely to be found, as provided by the State of California, the USC Foundation, and other recognized organizations. From these lists, specific facilities in the City’s service area may be identified by directories, mailing lists, associations, and business licenses.

B. Survey

Surveys may take the form of office surveys or field surveys. Office surveys may include determination of facility hazards based on business type or known water use on the facility. Office surveys could also include evaluation of responses to mailed or on-line surveys.

Field surveys may include evaluation of water use by observations made from public or private areas not on the subject facility, or physical inspection on all or a portion of the facility. When possible, a request to survey the facility shall be made at least 24 hours in advance, and a date and time agreed upon with a responsible party.

Should the request to survey be denied by a responsible party, notice shall be sent to the customer or responsible party directing installation of the appropriate backflow assembly, at the water meter, based on best available knowledge of the water use and potential hazards at the facility.

During the survey many factors are considered to determine if activities or water use on facility are or could be a potential hazard to the public water supply. Factors that may be considered include:

1. Alternative sources of water on site (auxiliary water supplies).
2. Piping configurations on site.
3. Uses of water on site.
4. Types of water using equipment.
5. Condition of water using equipment.
6. Complexity and elevations of plumbing on site, and the potential for alterations of that system.
7. Storage and use of hazardous materials on site.

All the factors found and recorded during the survey shall be considered in the determination of the degree of potential hazard (degree of hazard) to the public water supply. This information shall be considered in the determination of the appropriate backflow preventer. The customer or responsible party shall be informed of the requirement to provide backflow protection and the type of backflow prevention assembly required in accordance with Title 17 of the California Regulations Related to Drinking Water or the direction of the County Health Officer.

10.15.070 LOCATION AND CONFIGURATION OF BACKFLOW ASSEMBLIES

Backflow prevention assemblies shall be installed in accordance with Title 17 of the California Code of Regulations, Section 7603, the City's Standard Specifications, and the most recent edition of the USC Foundation manual. Any deviation from

these requirements shall require the City's approval. Unless otherwise permitted by the City, all backflow preventers shall be installed on the customer's or responsible party's facility.

A. Air-Gap Separation (AG)

The Air-gap separation shall be located as close as practical to the user's connection and all piping between the user's connection and the receiving tank shall be entirely visible unless otherwise approved.

B. Double Check Valve Assembly (DC)

A double check valve assembly and double check valve detector assembly shall be installed a minimum of twelve inches (12") above grade and not more than thirty-six inches (36") above grade measured from the bottom of the assembly in a manner where it is readily accessible for testing and maintenance.

C. Reduced Pressure Principle Backflow Prevention Assembly (RP)

A reduced pressure principle backflow prevention assembly shall be installed a minimum of twelve inches (12") above grade and not more than thirty-six inches (36") above grade measured from the bottom of the assembly, and with a minimum of twelve inches (12") side clearance in a manner where the assembly is readily accessible for testing and maintenance.

D. Pressure Vacuum Breaker (PVB)

A pressure vacuum breaker check valve assembly shall be installed a minimum of twelve inches (12") above all downstream piping and flood level rims of receptors and in a manner where it is readily accessible for testing and maintenance.

E. Atmospheric Vacuum Breaker (AVB)

An atmospheric vacuum breaker check valve assembly shall be installed a minimum of six inches (6") above all downstream piping and flood level rims of receptors and in a manner where it is readily accessible for testing and maintenance.

F. Backflow Prevention Assembly Enclosures

A backflow prevention assembly enclosure, cage or locked bag may be required by the City to be installed at the customer's expense, to combat against tampering, vandalism or theft. The City may require that any enclosure, cage or locked bag be secured to a concrete slab and securely locked.

Any deviation of installation from the descriptions provided shall require the City's approval prior to installation. All backflow prevention assembly installations may be inspected by the City to ensure compliance with all relevant Statutes, Regulations, Ordinances, and City requirements.

10.15.080 TESTING AND MAINTENANCE OF BACKFLOW PREVENTERS

A. Responsibility

As per the California Code of Regulations, Title 17, the City shall ensure that adequate maintenance and periodic testing of backflow prevention assemblies are provided by the customer or responsible party, to ensure the proper operation of the assemblies. Therefore, the City declares that the customer or responsible party is ultimately responsible for the installation, testing, and maintenance of all required backflow prevention assemblies on or related to the customer's facility.

B. Certified Testers

No person shall test and/or make reports on backflow prevention assemblies to comply with this chapter unless he or she possesses a current certification issued by the San Mateo County Environmental Health Services Division as defined in County Ordinance Code.

C. Frequency of Testing

Backflow prevention assemblies shall be tested by a Certified Tester immediately after they are installed, relocated or repaired and not placed in service unless they are functioning as required. All backflow prevention assemblies shall be tested at least annually or more frequently if determined to be necessary by the City or Environmental Health, in accordance with the California Code of Regulations, Title 17, and San Mateo County Ordinance Code. Exception is 8.4.1.A

D. Fire Suppression System Backflow Preventer Testing

Single-Family and Duplex Residential

1. Single-Family and Duplex Residential (SFDR) fire suppression systems with an installed backflow prevention assembly shall be tested upon installation only, unless otherwise required by the City. After completion of successfully testing the assembly, the #1 and #2 shut off valves shall remain in the open position and the handles removed. The handles shall be stored in the spare head box. SFDR fire suppression system backflow assemblies are not required to be tested annually because of the low degree of hazard.

2. Commercial, Industrial, Multi-Family

a. Commercial, industrial, multi-family fire suppression system backflow preventers must be tested annually by a Certified Tester.

- b. If an existing fire suppression system backflow assembly is located in a vault, and has adequate physical clearance to test, it is considered "existing non-conforming" and approved for testing.
- c. If an existing assembly fails the field test, the assembly must be repaired or replaced with an appropriate, approved backflow prevention assembly, installed to current City standards. If any failed assembly is currently in a vault, the assembly must be relocated above grade, to meet all current codes and City standards.
- d. If an existing fire system does not have testable approved backflow prevention assembly, the City shall require that a new appropriate assembly that meets all current codes be installed at customer or responsible party expense.

10.15.090 PROCEDURES FOR TESTING AND INSPECTION

- A. Testable backflow prevention assemblies shall be tested using current USC Foundation test procedures.
- B. When a backflow prevention assembly is inspected and has passed the testing procedure, the certified tester shall immediately affix a numbered inspection tag to the assembly purchased from the County of San Mateo Environmental Health Services Division.
- C. When a backflow prevention assembly fails the testing procedure, the certified tester shall immediately affix a "Failed" inspection tag to the assembly. Records of failed & passed assembly tests shall be filed/submitted as directed within ten (10) days. The "Failed" inspection tag shall remain affixed to the assembly until the assembly is repaired, has passed the testing procedures and has been affixed with a numbered inspection tag.
- D. Certified testers are solely responsible to comply with applicable municipal requirements for additional permits or licenses (i.e., local business license, plumbing permit, etc.) to test or repair backflow prevention assemblies within the City.

10.15.100 ENFORCEMENT

San Mateo County Environmental Health has the authority to take enforcement action as allowed in the County Ordinance Code Relating to Backflow Prevention, and as it applies to the agreement between the City and Environmental Health. The City shall have the authority to enforce this chapter as follows.

- A. Any person who violates any provision of this chapter, or bypasses or renders inoperative any backflow prevention assembly installed under the provisions of this chapter, shall be subject by San Mateo County Environmental Health or fines as detailed in the City of San Bruno Municipal Code Chapter 1.28 – Violations of Code.
- B. Failure to comply with any section of this chapter may be cause for the discontinuance of water service by the City. The program administrator shall give notice in writing of any violations of this chapter to the customer or responsible party. If appropriate action is not taken within ten (10) days after such notice has been mailed or delivered in person, the program administrator may discontinue delivery of water. However, if the program administrator or San Mateo County Environmental Health determines that the violation constitutes an immediate threat to the public health or safety or to the integrity of the public water system, the program administrator or the health officer may discontinue delivery of water immediately without prior notice; in such an instance, the program administrator or the health officer shall deliver notice of discontinuance as soon as practicable to the property owner and customer or responsible party. Delivery of water shall not be resumed until all required corrective actions have been made and certified as complete by the City or Environmental Health.
- C. All costs incurred by the City for discontinuance of water service and all fees associated with reinstating water service shall be paid by the customer or responsible party. Costs incurred by Environmental Health for inspections shall be paid by the customer or responsible party at the rate set forth by San Mateo County Ordinance.

10.15.110 REPORTING

All reporting required by this chapter at the City shall be the responsibility of the program administrator. This includes any reports to local, state, and federal regulatory or health agencies such as; California Department of Health Services, and San Mateo County Environmental Health Services Division.

10.15.120 TRAINING OF PERSONNEL

- A. Program Administrator

The Program Administrator of the Cross-Connection Control Program at the City shall be a minimum of a supervisor capacity. He or she shall be a Cross-Connection Control Program Specialist as defined in this chapter.

- B. Cross-Connection Control Inspector and Tester

The City representative assigned to the inspection and survey of customers to determine if backflow prevention is warranted shall be a Cross-Connection Control Program Specialist as defined in this chapter. The City employee assigned to the testing of City-owned assemblies shall be a certified Tester as defined in this chapter.

10.15.130 MAINTENANCE OF RECORDS

A. Assembly Records

Records of assembly type, size, manufacturer, installation date, location, account number, customer or responsible party of record, and repair history shall be kept electronically or in hard copy form. Assembly records shall be kept for the life of the assembly by either the City or by Environmental Health as appropriate.

B. Testing Records

Test results on all assemblies shall be kept electronically or in hard copy form for a minimum of three years.

Section 3. The Director of Public Services is hereby authorized to implement the provisions of this Chapter in compliance with CCR Title 17.

Section 4. The City Clerk is directed to publish this ordinance in the manner required by law.

Jim Ruane, Mayor

NOTE: This publication is meant to be an aid to the staff of the State Board's Division of Drinking Water and cannot be relied upon by the regulated community as the State of California's representation of the law. The published codes are the only official representation of the law. Refer to the published codes—in this case, 17 CCR and 22 CCR—whenever specific citations are required. Statutes related to the State Board's drinking water-related activities are in the Health & Safety Code, the Water Code, and other codes.

TITLE 17 CODE OF REGULATIONS

DIVISION 1. STATE DEPARTMENT OF HEALTH SERVICES AND STATE WATER RESOURCES CONTROL BOARD

CHAPTER 5. SANITATION (ENVIRONMENTAL)

SUBCHAPTER 1. ENGINEERING (SANITARY)

GROUP 4. DRINKING WATER SUPPLIES

Article 1. General

§7583. Definitions.

In addition to the definitions in Section 116275 of the Health and Safety Code, the following terms are defined for the purpose of this Chapter:

(a) "Approved Water Supply" is a water supply whose potability is regulated by a State of local health agency.

(b) "Auxiliary Water Supply" is any water supply other than that received from a public water system.

(c) "Air-gap Separation (AG)" is a physical break between the supply line and a receiving vessel.

(d) "AWWA Standard" is an official standard developed and approved by the American Water Works Association (AWWA).

(e) "Cross-Connection" is an unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

(f) "Double Check Valve Assembly (DC)" is an assembly of at least two independently acting check valves including tightly closing shut-off valves on each side of the check valve assembly and test cocks available for testing the watertightness of each check valve.

(g) "Health Agency" means the State Water Resources Control Board, or the local health officer with respect to a small water system.

(h) "Local Health Agency" means the county or city health authority.

(i) "Reclaimed Water" is a wastewater which as a result of treatment is suitable for uses other than potable use.

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(j) "Reduced Pressure Principle Backflow Prevention Device (RP)" is a backflow preventer incorporating not less than two check valves, an automatically operated differential relief valve located between the two check valves, a tightly closing shut-off valve on each side of the check valve assembly, and equipped with necessary test cocks for testing.

(k) "User Connection" is the point of connection of a user's piping to the water supplier's facilities.

(l) "Water Supplier" is the person who owns or operates the public water system.

(m) "Water User" is any person obtaining water from a public water supply.

§7584. Responsibility and scope of program.

The water supplier shall protect the public water supply from contamination by implementation of a cross-connection control program. The program, or any portion thereof, may be implemented directly by the water supplier or by means of a contract with the local health agency, or with another agency approved by the health agency. The water supplier's cross-connection control program shall for the purpose of addressing the requirements of Sections 7585 through 7605 include, but not be limited to, the following elements:

(a) The adoption of operating rules or ordinances to implement the cross-connection program.

(b) The conducting of surveys to identify water user premises where cross-connections are likely to occur,

(c) The provisions of backflow protection by the water user at the user's connection or within the user's premises or both,

(d) The provision of at least one person trained in cross-connection control to carry out the cross-connection program,

(e) The establishment of a procedure or system for testing backflow preventers, and

(f) The maintenance of records of locations, tests, and repairs of backflow preventers.

§7585. Evaluation of hazard.

The water supplier shall evaluate the degree of potential health hazard to the public water supply which may be created as a result of conditions existing on a user's premises. The water supplier, however, shall not be responsible for abatement of cross-connections which may exist within a user's premises. As a minimum, the evaluation should consider:

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the existence of cross-connections, the nature of materials handled on the property, the probability of a backflow occurring, the degree of piping system complexity and the potential for piping system modification. Special consideration shall be given to the premises of the following types of water users:

(a) Premises where substances harmful to health are handled under pressure in a manner which could permit their entry into the public water system. This includes chemical or biological process waters and water from public water supplies which have deteriorated in sanitary quality.

(b) Premises having an auxiliary water supply, unless the auxiliary supply is accepted as an additional source by the water supplier and is approved by the health agency.

(c) Premises that have internal cross-connections that are not abated to the satisfaction of the water supplier or the health agency.

(d) Premises where cross-connections are likely to occur and entry is restricted so that cross-connection inspections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.

(e) Premises having a repeated history of cross-connections being established or re-established.

§7586. User supervisor.

The health agency and water supplier may, at their discretion, require an industrial water user to designate a user supervisor when the water user's premises has a multipiping system that convey various types of fluids, some of which may be hazardous and where changes in the piping system are frequently made. The user supervisor shall be responsible for the avoidance of cross-connections during the installation, operation and maintenance of the water user's pipelines and equipment.

Article 2. Protection of Water System

§7601. Approval of backflow preventers.

Backflow preventers required by this Chapter shall have passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests to the State Water Resources Control Board.

§7602. Construction of backflow preventers.

(a) Air-gap Separation. An Air-gap separation (AG) shall be at least double the diameter of the supply pipe, measured vertically from the flood rim of the receiving vessel to the supply pipe; however, in no case shall this separation be less than one inch.

(b) Double Check Valve Assembly. A required double check valve assembly (DC) shall, as a minimum, conform to the AWWA Standard C506-78 (R83) adopted on

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January 28, 1978 for Double Check Valve Type Backflow Preventive Devices which is herein incorporated by reference.

(c) Reduced Pressure Principle Backflow Prevention Device. A required reduced pressure principle backflow prevention device (RP) shall, as a minimum, conform to the AWWA Standard C506-78 (R83) adopted on January 28, 1978 for Reduced Pressure Principle Type Backflow Prevention Devices which is herein incorporated by reference.

§7603. Location of backflow preventers.

(a) Air-gap Separation. An air-gap separation shall be located as close as practical to the user's connection and all piping between the user's connection and the receiving tank shall be entirely visible unless otherwise approved in writing by the water supplier and the health agency.

(b) Double Check Valve Assembly. A double check valve assembly shall be located as close as practical to the user's connection and shall be installed above grade, if possible, and in a manner where it is readily accessible for testing and maintenance.

(c) Reduced Pressure Principle Backflow Prevention Device. A reduced pressure principle backflow prevention device shall be located as close as practical to the user's connection and shall be installed a minimum of twelve inches (12") above grade and not more than thirty-six inches (36") above grade measured from the bottom of the device and with a minimum of twelve inches (12") side clearance.

§7604. Type of protection required.

The type of protection that shall be provided to prevent backflow into the public water supply shall be commensurate with the degree of hazard that exists on the consumer's premises. The type of protective device that may be required (listed in an increasing level of protection) includes: Double check Valve Assembly-(DC), Reduced Pressure Principle Backflow Prevention Device-(RP) and an Air gap Separation-(AG). The water user may choose a higher level of protection than required by the water supplier. The minimum types of backflow protection required to protect the public water supply, at the water user's connection to premises with various degrees of hazard, are given in Table 1. Situations not covered in Table 1 shall be evaluated on a case-by-case basis and the appropriate backflow protection shall be determined by the water supplier or health agency.

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**TABLE 1
TYPE OF BACKFLOW PROTECTION REQUIRED**

Degree of Hazard	Minimum Type of Backflow Prevention
(a) Sewage and Hazardous Substances	
(1) Premises where there are waste water pumping and/or treatment plants and there is no interconnection with the potable water system. This does not include a single-family residence that has a sewage lift pump. A RP may be provided in lieu of an AG if approved by the health agency and water supplier.	AG
(2) Premises where hazardous substances are handled in any manner in which the substances may enter the potable water system. This does not include a single-family residence that has a sewage lift pump. A RP may be provided in lieu of an AG if approved by the health agency and water supplier.	AG
(3) Premises where there are irrigation systems into which fertilizers, herbicides, or pesticides are, or can be, injected.	RP
(b) Auxiliary Water Supplies	
(1) Premises where there is an unapproved auxiliary water supply which is interconnected with the public water system. A RP or DC may be provided in lieu of an AG if approved by the health agency and water supplier	AG
(2) Premises where there is an unapproved auxiliary water supply and there are no interconnections with the public water system. A DC may be provided in lieu of a RP if approved by the health agency and water supplier.	RP
(c) Recycled water	
(1) Premises where the public water system is used to supplement the recycled water supply.	AG
(2) Premises where recycled water is used, other than as allowed in paragraph (3), and there is no interconnection with the potable water system.	RP
(3) Residences using recycled water for landscape irrigation as part of an approved dual plumbed use area established pursuant to sections 60313 through 60316 unless the recycled water supplier obtains approval of the local public water supplier, or the State Water Resources Control Board if the water supplier is also the supplier of the recycled water, to utilize an alternative backflow protection plan that includes an annual inspection and annual shutdown test of the recycled water and potable water systems pursuant to subsection 60316(a).	DC

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- (d) Fire Protection Systems
 - (1) Premises where the fire system is directly supplied from the public water system and there is an unapproved auxiliary water supply on or to the premises (not interconnected). DC
 - (2) Premises where the fire system is supplied from the public water system and interconnected with an unapproved auxiliary water supply. A RP may be provided in lieu of an AG if approved by the health agency and water supplier. AG
 - (3) Premises where the fire system is supplied from the public water system and where either elevated storage tanks or fire pumps which take suction from private reservoirs or tanks are used. DC
 - (4) Premises where the fire system is supplied from the public water system and where recycled water is used in a separate piping system within the same building. DC
- (e) Dockside Watering Points and Marine Facilities
 - (1) Pier hydrants for supplying water to vessels for any purpose. RP
 - (2) Premises where there are marine facilities. RP
- (f) Premises where entry is restricted so that inspections for cross-connections cannot be made with sufficient frequency or at sufficiently short notice to assure that do not exist. RP
- (g) Premises where there is a repeated history of cross-connections being established or re-established. RP

§7605. Testing and maintenance of backflow preventers.

(a) The water supplier shall assure that adequate maintenance and periodic testing are provided by the water user to ensure their proper operation.

(b) Backflow preventers shall be tested by persons who have demonstrated their competency in testing of these devices to the water supplier or health agency.

(c) Backflow preventers shall be tested at least annually or more frequently if determined to be necessary by the health agency or water supplier. When devices are found to be defective, they shall be repaired or replaced in accordance with the provisions of this Chapter.

(d) Backflow preventers shall be tested immediately after they are installed, relocated or repaired and not placed in service unless they are functioning as required.

(e) The water supplier shall notify the water user when testing of backflow preventers is needed. The notice shall contain the date when the test must be completed.

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE
IV, SECTION 14.38 OF THE CODE OF THE CITY
OF SAN BRUNO

The City Council of the City of San Bruno does ordain
as follows:

Section 1. Chapter 14, Article IV, Section 14.38 of
the City Code of the City of San Bruno is amended by deleting
therefrom its present wording and in its place substituting the
following:

"Sec. 14-38. Protection of City Water System.
Cross Connections.

DEFINITION. A cross-connection is any physical connection
or arrangement between two otherwise separate piping
systems, one of which contains potable water and the
other water of unknown or questionable safety, whereby
water may flow from one system to the other, the
direction of flow depending on the pressure differential
between the two systems.

MAINTENANCE OF CROSS CONNECTIONS PROHIBITED. It shall be
unlawful for any person to have, keep, maintain, install
or allow the existence of a cross connection.

CORRECTION OF CROSS CONNECTIONS. Any device installed
for the purpose of eliminating a cross connection shall
be approved by and installed in accordance with the re-
quirements of the Health Officer.

This shall not exempt any person from compliance with
applicable requirements of the local Plumbing Code.

WATER SUPPLY-SALE OF DEVICES OR MATERIALS THAT MAY
CAUSE POLLUTION. No person shall advertise, sell or
offer for use or sale, any water-treating chemical or
substance, water-using or water-operated equipment,
mechanism or contrivance, which may cause contamination
or pollution of the domestic water supply. Such devices
may be permitted when equipped with approved backflow
protection devices.

BACKFLOW PREVENTION DEVICES.

(a) Test Required. Backflow prevention devices (double
check valves, reduced pressure principle devices and
pressure vacuum brakers) which have been installed to
meet the requirements of Title 17 of the California
Administrative Code and this code shall be tested when
installed and at least once each calendar year by a
person having received a "Certificate of Competence"
from the Health Officer. Records of such tests shall
be filed with the Health Officer within thirty (30) days
after such tests, upon forms provided by the Health
Officer.

(b) Qualified Testers. No person shall test and make
reports on backflow prevention devices as required

in Title 17 of the California Administrative Code unless he has a "Certificate of Competence" issued by the Health Officer. The Health Officer may conduct examinations to determine the competency of any person desiring to test and make reports on backflow prevention devices for the purpose of complying with the requirements of Title 17 of the California Administrative Code. Those persons who have been determined by the Health Officer to be competent shall receive from the Health Officer a "Certificate of Competence." It shall be unlawful for any person to maintain a backflow prevention device unless it is tested at least annually.

(c) Devices Properly Maintained. It shall be unlawful to use any backflow prevention device installed to meet the requirements of Title 17 of the California Administrative Code and this code unless it is in good repair. Devices which are defective shall be repaired and tested immediately upon being put into use and a report of such shall be filed with the Health Officer within thirty (30) days after such test."

Section 2. This ordinance shall be known as Municipal Utilities Ordinance No. 8.

Section 3. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Section 4. The City Clerk shall cause this ordinance to be published once in the San Bruno Herald, a newspaper of general circulation, printed, established and circulated in the City of San Bruno and hereby designated for the purpose.

ATTEST:

Terri Rasmussen
CITY CLERK

Wanda A. Kozkowski
MAYOR

---000---

I hereby certify that the foregoing Ordinance No. 1268 was duly and regularly passed and adopted by the City Council of the City of San Bruno at a regular meeting thereof, held on the 13th day of September, 1976, by the following vote:

AYES: COUNCILMEN Barnard, Governale, Mondfrans, Griffith, Kozkowski
NOES: COUNCILMEN None
ABSENT: COUNCILMEN None

Terri Rasmussen
CITY CLERK



Carol Bonner
City Clerk

CITY OF SAN BRUNO
OFFICE OF THE CITY CLERK

NOTICE OF VACANCIES

The City of San Bruno has eight Citizen Advisory Commissions, Boards and Committees, whose volunteer members are San Bruno residents appointed by the City Council. Members meet in the evening, once a month, serving staggered four-year terms that expire in October of every even year, at that time they may wish to seek re-appointment to another term. This is the current vacancy:

- **Community Preparedness Committee - One Vacancy**
- **Traffic Safety & Parking Committee - One Vacancy**

Applications are available in the City Clerk's office in City Hall, located at 567 El Camino Real, or call us at (650) 616-7058 or email us at vhasha@sanbruno.ca.gov and we will be happy to mail or email you one. You may submit an application to be kept on file any time, all applications are kept on file for two years. When vacancies occur, applicants will be contacted to confirm continued interest. You can also look for vacancy announcements on San Bruno Cable T.V. Channel 1.

Certificate of Posting

I, Vicky Hasha, Deputy City Clerk, hereby certify under penalty of perjury that I posted this Vacancy pursuant to Government Code Section 54974.

Dated: October 12, 2016

Vicky Hasha, Deputy City Clerk



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: October 25, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Kerry Burns, Community Services Director

SUBJECT: Adopt Resolution Accepting the Florida Avenue Park Draft Master Plan and Approving the Park Design Concept

BACKGROUND:

In March 2015, the single family residence located at 324 Florida Avenue was purchased by the City for future use as a neighborhood park. The Fiscal Year 2016/17 Capital Improvement Program Budget allocates up to \$775,000 from the City's General Fund Capital Reserve and a grant from the San Bruno Community Foundations for the park's design and construction. Demolition and remediation of the property has commenced and is anticipated to be completed in early 2017.

Over the past four months, City staff and representatives from the landscape architecture design firm hired by the City, MIG, Inc., have conducted an extensive neighborhood engagement process with the residents surrounding the future park site. Their input has led to the completion of the Florida Avenue Park Draft Master Plan (attached). Once approved by the City Council, this design vision will serve as the foundation for the preparation of the detailed drawings and documents which will be used for project bidding and construction.

DISCUSSION:

San Bruno is known as the "City with a Heart." This is partially due to a unique urban design feature adjacent to the park site where homes were built along streets designed into two interlocking hearts. The Florida Avenue Park site is located in this neighborhood. The park site encompasses eight residential parcels and is approximately one-half acre in total land area. It is located in a relatively dense residential neighborhood which is currently underserved by park amenities.

A multi-step process of data collection, analysis, meeting facilitation, and design was commenced leading to the development of the Draft Master Plan. During the inventory and analysis phase, the park site was evaluated to assess conditions such as utility locations, features of the parcels including site conditions and views, traffic and pedestrian circulation into and around the park site, access points into the park site, locations of adjacent uses and neighbors and, existing patterns of activity in the areas surrounding the park site. This needs assessment included consideration of park design best practices and existing City of San Bruno park amenities and standards for other neighborhood parks throughout the community.

Following this initial evaluation, on June 22, 2016 and August 16, 2016, the neighborhood was invited to attend meetings to provide input on their preferred design and amenities for their

10.6.

future neighborhood park. At the first meeting held on June 22, 2016, residents were asked to articulate their vision for the park and to share concerns regarding neighborhood impacts, safety and maintenance. They were also asked for their preferences on placement of various park elements such as play areas and features for young children, teens and adults, social and gathering areas, spaces for solitude and quiet contemplation and open space and natural elements. Residents were asked to develop a park design layout by placing color-coded pieces of paper on a site map which represented park features.

Between the first and second neighborhood meetings, a single concept plan was developed for the park. At the second neighborhood meeting on August 16, 2016, the concept plan was introduced. Meeting participants were very pleased with the design and expressed a strong interest in seeing the park constructed in a manner consistent with presented design concept.

Following the neighborhood meetings, the final Draft Master Plan was developed and placed on the City's website. A letter was sent to all neighborhood residents inviting further review and input to City staff. No additional input was provided.

The Florida Avenue Park Draft Master Plan was developed through this multi-step process outlined above. The Draft Master Plan includes the following features:

- Park entrance with signage, seating, heritage trees and scored tone paving;
- Community grove of small, proportionally sized, flowering trees, with fully accessible crushed stone paving;
- Neighborhood square with scored tone paving, seating, picnic tables and, shade from trees;
- Children's "room" or play area with play equipment, rubberized play surfacing, seating, and play equipment;
- Adult exercise features including a cardio course, multi-generational play equipment and, space for sports activities including potentially a half basketball court;
- New mature trees per the City's standards and preservation of two on-site mature heritage trees;
- Urban woodlands with low evergreen ground cover and multi-trunk native trees;
- Pedestrian paths with seating and scored ton paving; and,
- Great Lawn area with turf or drought tolerant grass.

In summary, the Draft Master Plan defines spaces for play, socializing and includes open space and natural elements. The park will serve as a neighborhood focal point. As such, it was important to the neighborhood that design elements not be included which would make it a destination park. To preserve it as a neighborhood park, amenities such as barbecues and dog park features were deliberately not included.

At this conceptual stage, it is estimated the cost to design of the park will be approximately \$109,000 and construction cost for the park will be approximately \$733,000. These estimated costs are approximately \$67,000 more than the approved budget. Through the next stage of the park planning process, specific finishes, materials, elements and equipment will be determined. This process will produce a more refined cost estimate for the park's construction. Future meetings regarding the details of the park design with the neighborhood and Parks and Recreation Commission will occur at the sixty percent (60%) and ninety percent (90%) design phase prior to the project going out for construction bids.

With regard to maintenance of the park, it is currently estimated 2-3 staff hours per day will be necessary to maintain the park, depending on the season and final selection of materials. Presently, the annual maintenance cost, which includes labor, supplies and equipment, is estimated at \$60,000, not including irrigation/water or electricity costs. These quantities will be refined through the more detailed design phase of the project.

Following the City Council's review and approval of the Master Plan for the Florida Avenue Park, it is anticipated project design will be completed in early 2017.

Commissioners Alex Melendrez and Michael Salazar were appointed to serve as a Commission subcommittee on the design and construction of the Florida Avenue Park. They were both in attendance at the neighborhood meetings and had an opportunity to hear first-hand input from the neighborhood. At its Regular Meeting on October 19, 2016 the Parks and Recreation Commission reviewed the Florida Avenue Park Draft Master Plan and solicited input from residents in attendance. Four residents were present and two spoke during oral communication. Residents expressed excitement about their future neighborhood park and eagerness for it to be constructed in a manner consistent with the conceptual design.

During the Commission's deliberations, it expressed the following: a concern about the lack of play equipment for children ages 5-12, supported the inclusion of a half-court for basketball, liked the inclusion of multi-generational play equipment for older adults, wanted the design to ensure the play area for children ages 2-5 prevented children from entering the more active areas where the basketball court and adult equipment is located, strongly expressed an interest to see the sidewalk, curb and gutter repaired and designed in a manner which would prevent future damage from large vehicles, expressed ongoing concern regarding the maintenance and safety, and reiterated the neighborhood's concern regarding traffic flow on streets adjacent to the park. In a unanimous vote, the Parks and Recreation Commission recommends the City Council approve the Florida Avenue Park Draft Master Plan with the above comments.

FISCAL IMPACT:

None. Approval of the Florida Avenue Park Master Plan does not result in immediate direct costs.

\$775,000 in funding is approved in the Fiscal Year 2017-18 Capital Improvement Program Budget to design and construct the park. This \$775,000 comes from a \$200,000 grant from the San Bruno Community Foundation and \$575,000 from the General Fund Capital Reserve. Future City Council action will be required to award a design and construction contract in order to expend these budgeted funds.

ALTERNATIVES:

1. Direct staff to engage in a different process to solicit community input on the creation of a conceptual design for the new Florida Avenue Park.
2. Direct staff to develop additional or alternative park features and design for further review and input by the Florida Avenue Neighborhood and Parks and Recreation Commission.

RECOMMENDATION:

Adopt a resolution accepting the Florida Avenue Park Draft Master Plan and approving the park design concept.

ATTACHMENTS:

1. Resolution
2. Florida Avenue Park Draft Master Plan

DISTRIBUTION:

None.

DATE PREPARED:

October 19, 2016

REVIEWED BY:

___ CM
___ FIN

RESOLUTION NO. 2016 –

RESOLUTION ACCEPTING THE FLORIDA AVENUE PARK DRAFT MASTER PLAN AND APPROVING THE PARK DESIGN CONCEPT

WHEREAS, in March 2015, the single family residence located at 324 Florida Avenue was purchased by the City for future use as a neighborhood park; and

WHEREAS, the Florida Avenue Park site eight residential parcels and is approximately one-half acre in total land area in a relatively dense residential neighborhood which is currently underserved by park amenities; and

WHEREAS, the Fiscal Year 2016/17 Capital Improvement Program Budget allocates up to \$775,000 from the City's General Fund Capital Reserve and a grant from the San Bruno Community Foundations for the park's design and construction; and

WHEREAS, over the past four months, City staff and representatives from the landscape architecture design firm hired by the City, MIG, Inc., have conducted an extensive neighborhood engagement process with the residents surrounding the future park site which has led to the completion of the Florida Avenue Park Draft Master Plan; and

WHEREAS, once approved by the City Council, this design vision will serve as the foundation for the preparation of the detailed drawings and documents which will be used for project bidding and construction; and

WHEREAS, on June 22, 2016 and August 16, 2016, the neighborhood was invited to attend meetings to provide input on their preferred design and amenities for their future neighborhood park; and

WHEREAS, at the first meeting held on June 22, 2016, residents were asked to articulate their vision for the park and to share concerns regarding neighborhood impacts, safety and maintenance and were also asked for their preferences on placement of various park elements such as play areas and features for young children, teens and adults, social and gathering areas, spaces for solitude and quiet contemplation and open space and natural elements; and

WHEREAS, between the first and second neighborhood meetings, a single concept plan was developed for the park which was presented at the second neighborhood meeting on August 16, 2016 in which meeting participants were very pleased with the design and expressed a strong interest in seeing the park constructed in a manner consistent with presented design concept; and

WHEREAS, following the neighborhood meetings, the final Draft Master Plan was developed and placed on the City's website and a letter was sent to all neighborhood residents inviting further review and input to City staff with no additional input provided; and

WHEREAS, the Florida Avenue Park Draft Master Plan was developed through this multi-step process outlined above and includes the following features:

- Park entrance with signage, seating, heritage trees and scored tone paving;

- Community grove of small, proportionally sized, flowering trees, with fully accessible crushed stone paving;
- Neighborhood square with scored tone paving, seating, picnic tables and, shade from trees;
- Children's "room" or play area with play equipment, rubberized play surfacing, seating, and play equipment;
- Adult exercise features including a cardio course, multi-generational play equipment and, space for sports activities including potentially a half basketball court;
- New mature trees per the City's standards and preservation of two on-site mature heritage trees;
- Urban woodlands with low evergreen ground cover and multi-trunk native trees;
- Pedestrian paths with seating and scored ton paving;
- Great Lawn area with turf or drought tolerant grass; and

WHEREAS, the Draft Master Plan defines spaces for play, socializing and includes open space and natural elements, the park will serve as a neighborhood focal point and was designed so as not to make it a destination park such as barbeques and dog park features; and

WHEREAS, at this conceptual stage, it is estimated park design and construction will cost approximately \$842,000 or approximately \$67,000 more than the approved budget and through the next stage of the park planning process, specific finishes, materials, elements and equipment will be determined which will produce a more refined cost estimate; and

WHEREAS, future meetings with the Parks and Recreation Commission and neighborhood will be scheduled to coincide with the sixty percent (60%) and ninety percent (90%) completion of design; and

WHEREAS, it is currently estimated 2-3 staff hours per day will be necessary to maintain the park, depending on the season and final selection of materials with an annual maintenance cost, which includes labor, supplies and equipment, estimated at \$60,000, not including irrigation/water or electricity costs which will be refined through the more detailed design phase of the project; and

WHEREAS, pending the City Council's approval of the Draft Master Plan for the Florida Avenue Park, it is anticipated project design will be completed in early 2017, with City Council award of the construction contract by the middle of 2017 with actual park construction taking approximately six months and should be completed by the end of 2017; and

WHEREAS, Commissioners Alex Melendrez and Michael Salazar were appointed to serve as a Commission subcommittee on the design and construction of the Florida Avenue Park and were both in attendance at the neighborhood meetings and had an opportunity to hear first-hand input from the neighborhood; and

WHEREAS, at its Regular Meeting on October 19, 2016 the Parks and Recreation Commission reviewed the Florida Avenue Park Master Plan and solicited input from residents in attendance from the neighborhood and four residents were present and two spoke during oral communication and expressed excitement about their future neighborhood park and eagerness for it to be constructed in a manner consistent with the conceptual

design; and

WHEREAS, during the Commission's deliberations, it expressed the following: a concern about the lack of play equipment for children ages 5-12, supported the inclusion of a half-court for basketball, liked the inclusion of multi-generational play equipment for older adults, wanted the design to ensure the play area for children ages 2-5 prevented children from entering the more active areas where the basketball court and adult equipment is located, strongly expressed an interest to see the sidewalk, curb and gutter repaired and designed in a manner which would prevent future damage from large vehicles, expressed ongoing concern regarding the maintenance and safety, and reiterated the neighborhood's concern regarding traffic flow on streets adjacent to the park; and

WHEREAS, in a unanimous vote, the Parks and Recreation Commission recommends the City Council approve the Florida Avenue Park Draft Master Plan with the above comments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Bruno adopt a resolution accepting the Florida Avenue Park Draft Master Plan and approving the park design concept.

Dated: October 25, 2016

ATTEST:

Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of October, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

CITY OF SAN BRUNO **FLORIDA**
AVENUE
PARK

**DRAFT MASTER
PLAN**

September 2016



800 Hearst Ave
Berkeley, California 94710
(510) 845-7549

TABLE OF CONTENTS

1. Introduction	1	3. The Master Plan	16
Planning Process Summary		Site Elements	
Background		Master Plan	
2. The Design Process	3	4. Project Costs	22
2.1 Inventory & Analysis	4	A. Attachments	A-1
Existing Conditions		Summary of Community Workshops	
Needs Assessment			
2.2 Community Engagement	6		
2.3 Site Studies	9		
Community Needs and Preferences			
Design Principles			

I

INTRODUCTION

PLANNING PROCESS SUMMARY

The Florida Avenue Park Master Plan is a community inspired vision for a new neighborhood pocket park in San Bruno's Florida Avenue Neighborhood. This Master Plan was created through a collaborative effort of the City of San Bruno, local community members, property owners and the Design Team led by MIG, Inc. This Master Plan provides a framework for detailed design documents that will guide the development of the park. The

Master Plan was shaped by an extensive community process through which Florida Avenue neighbors of all ages engaged in thoughtful, informed, and respectful dialogue.

The Park Master Plan is consistent with the City's neighborhood park standards and includes amenities that respond to the park's context, meet the needs of the neighborhood and reflect the desires of the community. The following document is a narrative summary of the park design process and the Master Plan.

BACKGROUND

The Florida Avenue Park planning area is located at the intersections of Florida Avenue, Martin Place and San Anselmo Avenue. The neighborhood is composed of a mix of households, ranging from families to empty nesters, who care deeply about their neighborhood.

The park site is composed of eight residential parcels within this tight knit, walkable, intimately scaled neighborhood immediately adjacent to downtown San Bruno. The neighborhood was one of the first to be established in San Bruno and possesses a unique street network. The center is composed of two intersecting heart shaped streets, which inspired the City's moto, 'The City with a Heart'.

The City had long sought to offer park amenities to the neighborhood. In late 2014, an opportunity presented itself and the City acquired the Florida Avenue Park property. This site was chosen due to the availability of the land, its central location within the neighborhood and existing trees along the northern boundary.

Upon acquisition of the parcels, the City initiated a public master planning process to guide the future development of the park with the active participation of the

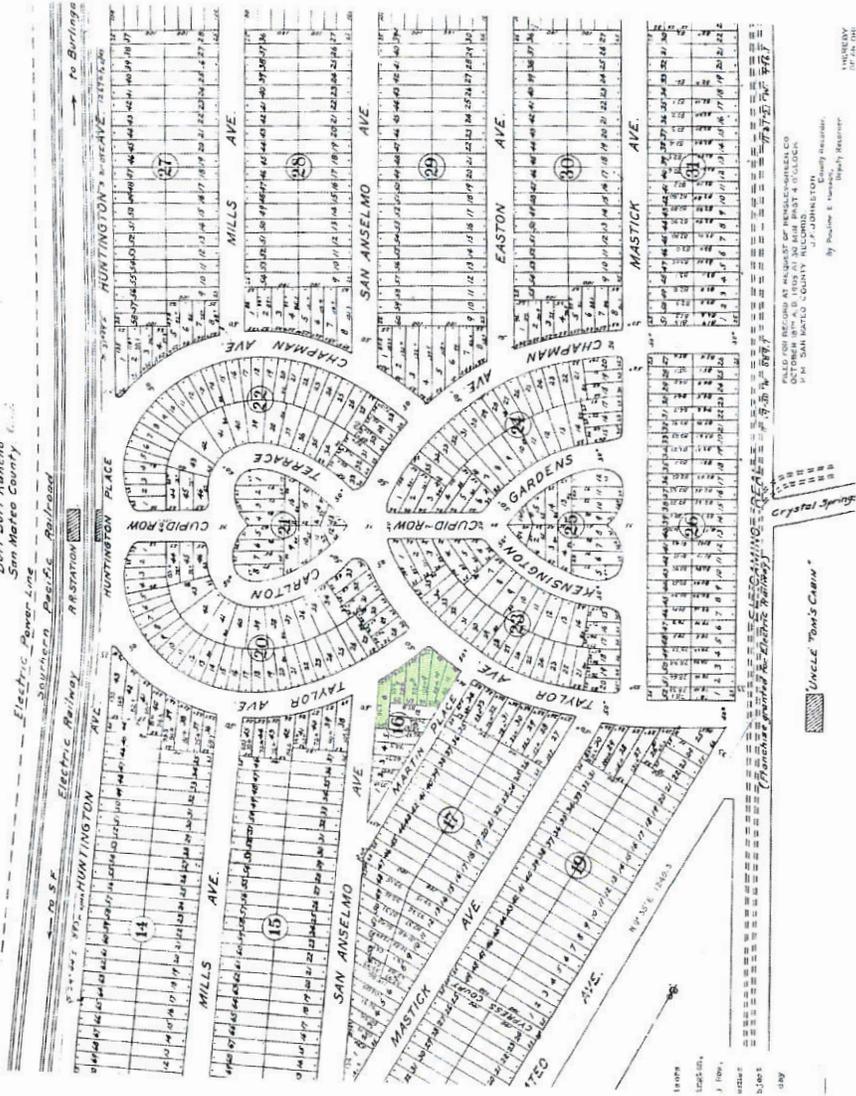
INTRODUCTION

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MAP OF
SAN BRUNO PARK

3RD ADDITION

Being a Subdivision of the "B D Mills Tract" in the
 City of San Bruno, San Mateo County, California.



neighborhood's residents. Two community meetings were sponsored by the City and lead by the City's Design Team during which community members had the opportunity to identify the character, types and location of preferred amenities.

The goal of the Master Planning process is to create a space that is welcoming, safe and aesthetically pleasing for Florida Avenue neighbors to socialize, play and relax.

2

THE DESIGN PROCESS

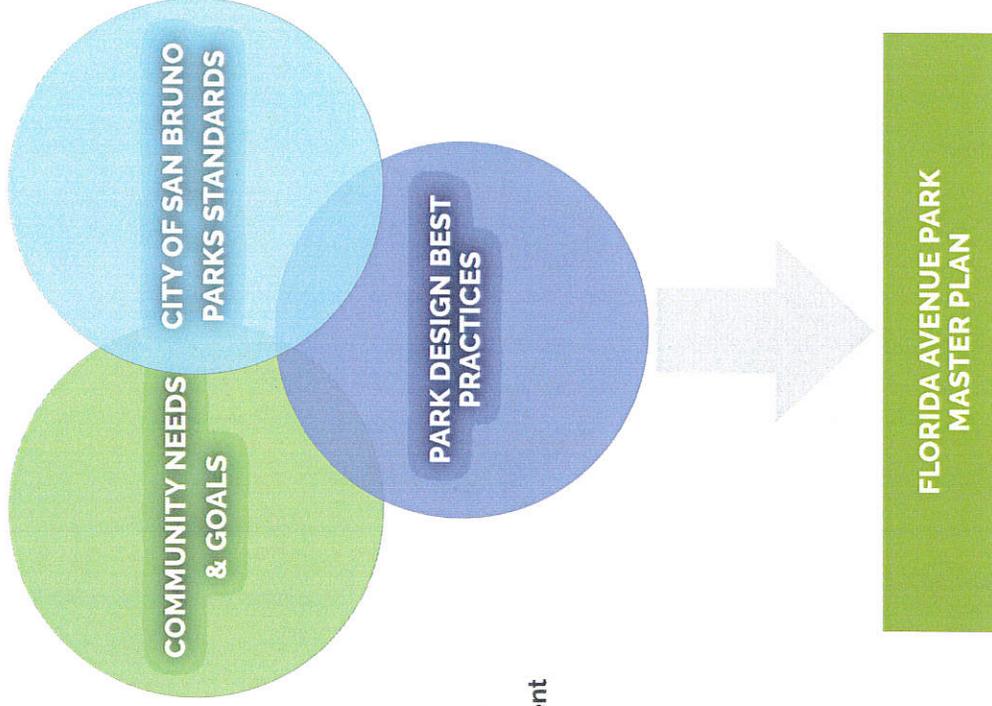
In close collaboration with City staff, the Design Team created a Design Process customized to meet the specific needs and goals of the Florida Avenue neighborhood. The process was divided into four distinct phases, focused on specific tasks intended to obtain background information on the project site, engage the public, create studies of the potential layout of the park and create a Master Plan that reflects the community's preferences.

Phase 1: Inventory and Analysis

Phase 2: Community Engagement

Phase 3: Site Studies

Phase 4: The Final Master Plan



2.1 Phase 1: Inventory and Analysis

EXISTING CONDITIONS

The Design Team analyzed the existing features of the site, environmental factors and surrounding context. The park site is composed of eight contiguous residential parcels bounded on three sides by local streets and a residence along the Northern boundary. The site inventory and analysis looked at all of the following site features and characteristics:

- Location of existing utilities (Gas, Water, Storm Drainage and Electrical)
- Topography
- Sun exposure
- Wind patterns
- Existing vegetation
- Views into and out of the park

- Pedestrian and vehicular circulation patterns into and around the site
- Maintenance practices and standards
- Potential noise and visual impacts on neighbors
- Existing site use patterns
- Adjacent uses
- Historic uses of the site
- City of San Bruno Park Development Standards

NEEDS ASSESSMENT

The Design Team evaluated the needs of the community, existing recreational amenities within the neighborhood and local demographics. Using demographic research, the team was able to understand the composition of local households and anticipate the park's major user groups. An inventory

of similarly scaled neighborhood parks in San Bruno provided reference points for the types of amenities currently being provided by the City of San Bruno. The Design Team also brought to the planning process their knowledge of statewide and national best practices in park design. These best practices reflect the latest research and success stories related to play, fitness, social spaces, and passive recreation. Using this knowledge of current trends and best practices, the Design Team was able to craft a highly responsive and site specific park plan which reflects the community's preferences and fills gaps in current services.



Site Assets Map

2.2 Phase 2: Community Engagement

Over the course of two workshops held on June 22, 2016 and August 16, 2016, residents of the Florida Avenue Neighborhood came together to shape the future of the park. Workshop participants included both long-time and new residents who ranged from young families to retirees. Complete summaries of each meeting are included as attachments.

Workshop 1

To initiate the process, the Design Team provided the community with background information about the design process, current trends and best practices in park design, examples of similarly scaled parks in San Bruno, a brief description of a pocket park and the findings of the Needs Assessment and Site Inventory/Analysis.

Community members then broke off into small groups that focused on answering the following questions:

- What kind of Experiences would you like to have in the Park?
- What kind of Activities should occur in the Park?
- What would your major Issues and Concerns be with the Park?

The questions prompted spirited and animated discussions amongst community members. The discussions revealed the following themes:

Preferred Experiences

- Environmental Comfort (shade)
- Peacefulness
- Quiet
- Beauty

Preferred Activities

- Adult Exercise
- Socializing
- Gardening
- Dog walking



- Relaxing
- Eating
- Reading
- Learning
- Engaging youth
- Play (all ages)
- Nature appreciation

Issues and Concerns

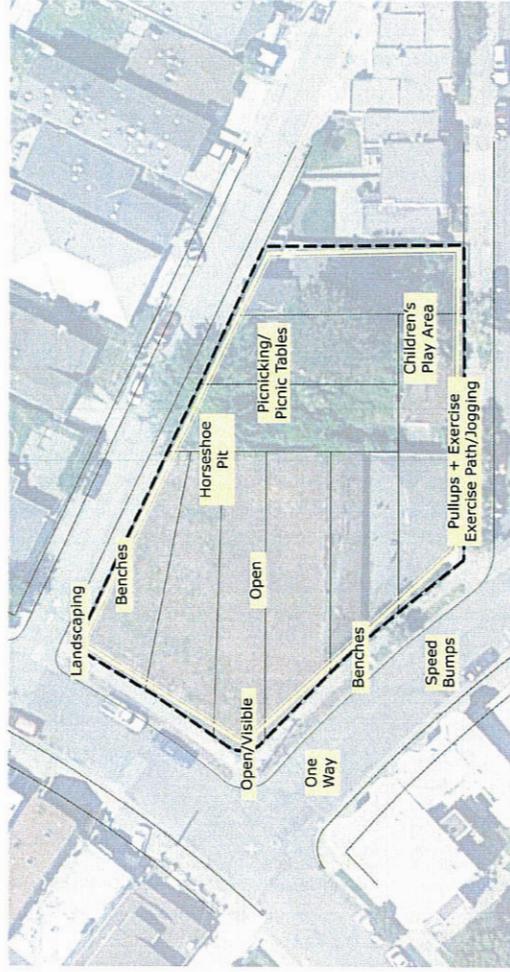
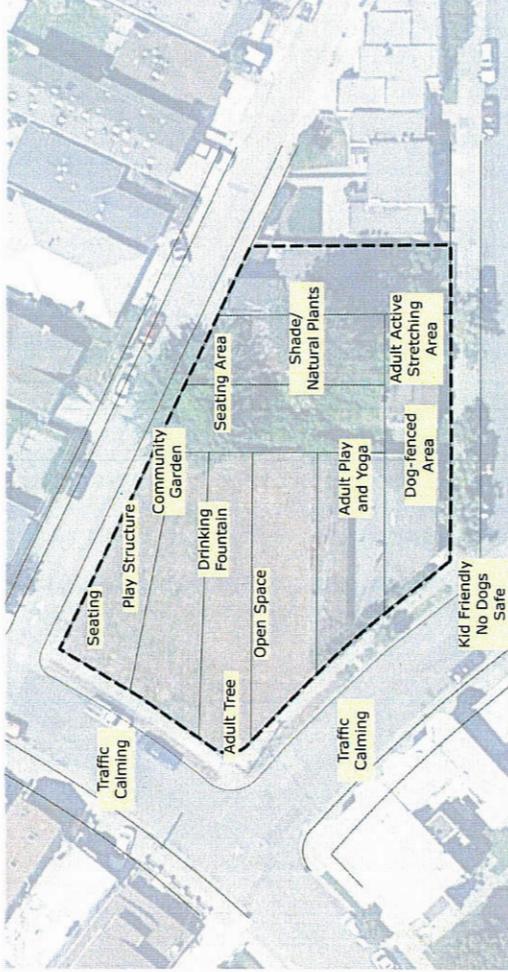
- Safety
- Flooding
- Removal of existing structures
- Balancing the needs of different ages and user groups
- Parking
- Space for dogs
- Maintenance
- Impacts on adjacent residences
- Lighting



DESIGN PROCESS

- Allowed/ Prohibited Activities
- Visibility
- Use of unnatural materials

After the groups had answered the three questions, they were asked to develop consensus on where they would like their preferred activities to be located on the site. Working with the Design Team's facilitators the groups labeled aerial maps of the park site. Throughout this exercise, the facilitators guided the group's plans to ensure they were responsive to the site constraints, park design principles and the City's standard. The following diagrams illustrate their preferred site plans.



2.3 Phase 3: Site Studies

COMMUNITY NEEDS AND PREFERENCES

The diagrams created by the community were synthesized by the Design Team to create a series of studies. The resulting conceptual site plan respected community preferences and balanced them with the realities of the site. The conceptual site plan was inspired by and responded to the following considerations:

- Efficient maintenance
- Safety of both the park users and the neighborhood
- Accessibility
- User experience
- Different age groups
- Privacy for neighbors
- Pedestrian circulation
- Relationship of amenities: separation and adjacency
- Street crossings
- Park entry points aesthetics and experience
- Multi-functional and multipurpose spaces
- User comfort and protection from the elements (wind and sun)
- Site and neighborhood history
- Views into and from the site
- Balancing competing uses such as socialization with relaxation
- Liability for the City of San Bruno
- Durability of park amenities and landscapes
- Current recreation trends
- City of San Bruno park standards
- Consistency with other City neighborhood parks
- Financial constraints
- Constructability
- Budgetary constraints
- Offers a high level of user experience
- Functionality
- Environmentally sustainable
- Aesthetically pleasing
- Fun and creative

DESIGN PRINCIPLES

The Design Team's work was also guided by the following park Design Principles, which reflect current trends and best practices in the design of public parks.

SAFETY

Goal: Ensure the physical safety of all users.

Play

- Play structures and surfaces meet all current safety standards.
- Age appropriate and separated play areas for 2-5-year-olds, 6-12-year-olds, and teenagers.

Visual Access

- Locate amenities and uses with direct visual access from adjacent street and provide clear.



Accessibility

- Ensure all paving and amenities are fully accessible to people of all abilities, i.e. there are no trip hazards and picnic tables accommodate users in wheelchairs.

Plantings

- Select plant species that are not hazardous or poisonous.
- Focus on low growing ground covers and trees with high branches to provide eye level visual access.

SUSTAINABILITY

Goal: Create a park that endures for generations with minimal impacts on the environment.

Minimize Impact

- Select materials and proposed activities that do not have significant impacts on the local ecosystem.

Water Use

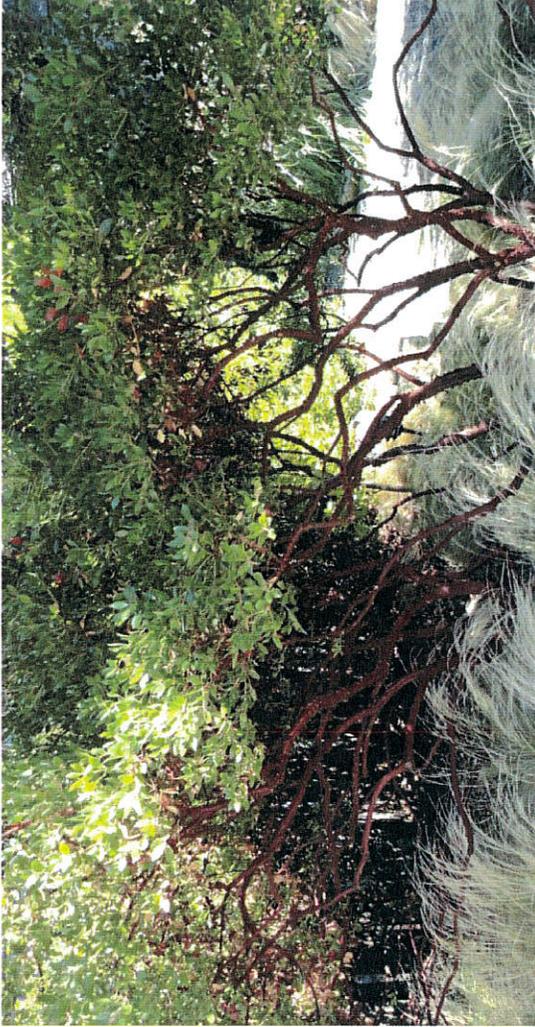
- Select plant species that are native and/or well adapted to San Bruno's climate.

Maintenance

- Select materials and propose uses that do not involve significant energy and resources to support and maintain.

Durability

- Select materials with long life cycles that do not require frequent replacement.



FLEXIBILITY

Goal: Allow for changes in community preferences, climatic conditions and for the community to use the park in different ways. The park must easily accommodate changes in users and activities.

Multiuse spaces

- Provide spaces that can easily accommodate a variety of activities,

ranging from pick-up ball games to community events.

Multiuse amenities

- Select play equipment or site furnishings that can be used for a variety of activities.

Plan for the future

- Anticipate changes in the use of the park and provide amenities/spaces that can be easily modified.

SOCIAL INTERACTION

Goal: Create a park that provides the community with the opportunity to socialize in a variety of places and different ways.

Play

- Create opportunities for community members to interact by providing spaces for sports, games, and physical activities.

Calm

- Provide spaces that are well suited for members of the community who wish to have relaxing and quiet time.

Events

- Provide spaces that can easily accommodate a range of planned or informal event such as group picnics or community meetings.

Multigenerational

- Anticipate and support demographic changes by providing spaces and amenities that appeal to broad age groups and allow them to play side by side.



SITE SENSITIVITY

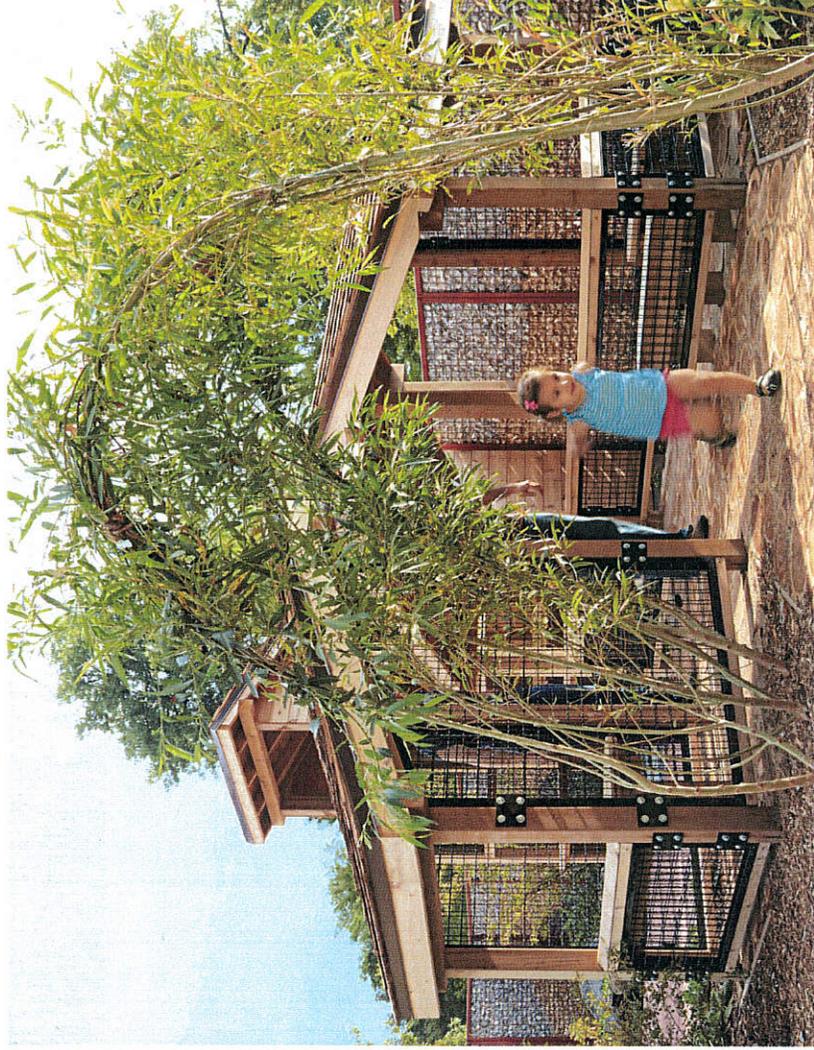
Goal: Carefully analyze the sites' existing features, adjacent uses and proposed uses to ensure all are located to minimize conflicts and respond sensitively to the existing conditions.

Climate

- Based on observations of the existing wind patterns and local rainfall patterns, design spaces to provide protection from the prevailing western winds and select plants which are well-adapted to the existing ecosystem of the site.

Topography

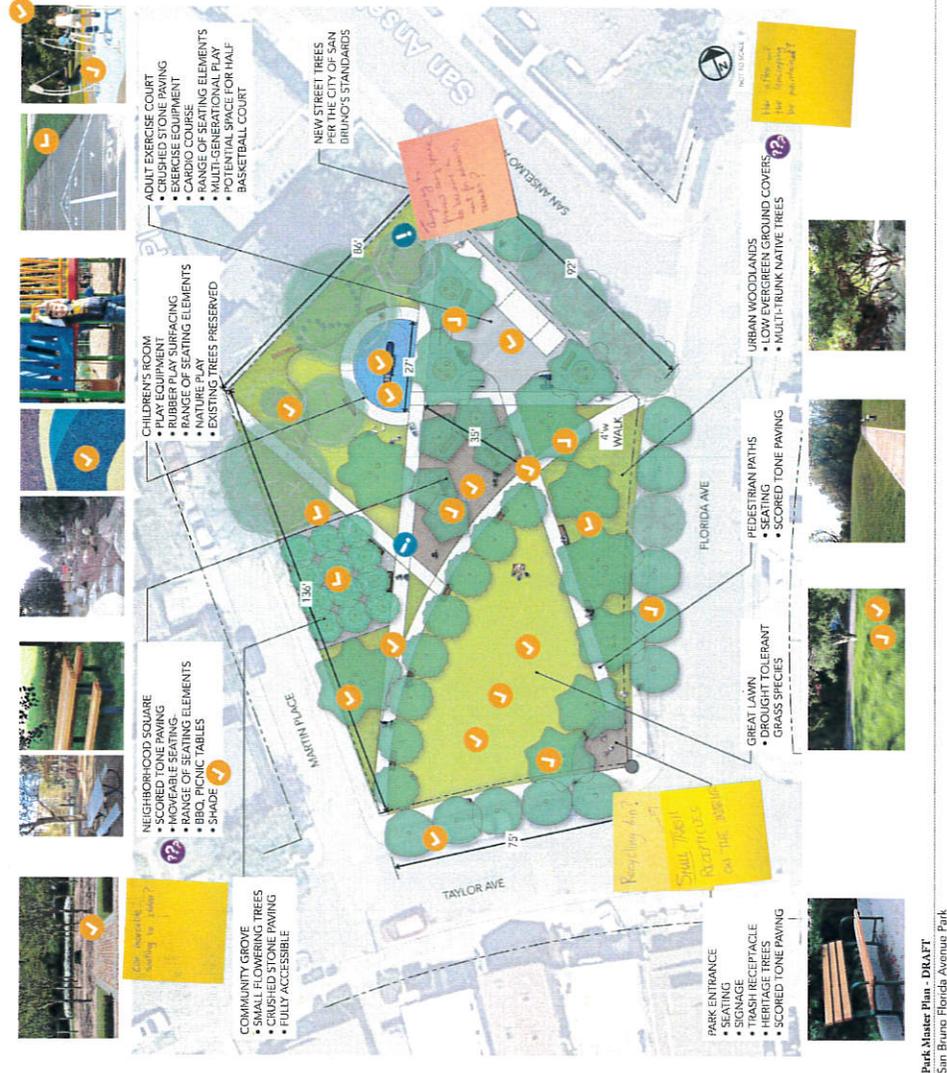
- Use the existing topographic features of the site to create distinct spaces and minimize the disturbance of the existing soils.



Workshop 2

The Conceptual Master Plan was presented to the Community during the 2nd community workshop and residents were invited to provide feedback on the Conceptual Site Plan in a variety of formats. The community's response was overwhelming favorable. They thanked the Design Team for the thoughtfulness of the plan and responsiveness to their preferences. Workshop participants provided a few minor comments that were mainly focused on the following:

- **Trash Facilities-** Minimize the size of trash cans and don't locate them at entrances.
- **Exercise-** Clarify types of exercise opportunities to be provided
- **Existing Trees-** Insure all existing trees will be protected.
- **Barbeque-** Eliminate all permanent barbequing facilities from the Park.



Park Master Plan - DRAFT
San Bruno Florida Avenue Park

3

THE MASTER PLAN

The Florida Avenue Park Master Plan is a thoughtful, creative and realistic plan guided by the Community, responsive to the City's park standards and reflective of current best practices in park design. The Final Master Plan is based on the Community's and Staff's comments provided during Workshop 2 and afterwards, it will become the guiding document for the implementation of the park. The Master Plan summarizes

the key elements and activities that will occur within the park, they consist of the following:

Park Entrance

Located at a major pedestrian intersection, the Park Entrance is a focal point of the neighborhood. As the front door of the park, the Entrance will establish an identity for the park and contribute to the community's sense of place. The Entrance includes seating that is designed for park users to wait for friends or for parents. It is an open space with high visibility that allows car traffic to easily see park users coming out of the park and allows park users to see approaching cars. The paving will be richly textured and fine grain masonry materials will emphasize the importance of this space.

Neighborhood Square

The Neighborhood Square is a cornerstone of the park. Centered in the

park, the Square provides clear views across the Park for users within the square. It is a multiuse and flexible space featuring durable low maintenance furnishings that support picnics, game play, and socializing. The Square is designed to be a high use space that accommodates gatherings of up to about 40 people. The groupings of furnishings also allow the Square to be comfortably used by smaller groups of people. The central location adjacent to the Great Lawn and the Children's Room allow parents to socialize in the Square while also keeping visual and physical access to their children.

Children's Room

The Children's Room occupies a special place within the Park, adjacent to and beneath the canopy of the existing trees along the northern site boundary. It is enclosed by low fencing and is within 50 feet of adult seating. There are a variety of

play settings within the Room which will be accessible to all children, physically challenge a range of ages, support social/emotional development and encourage imaginative play. Safety is a major consideration; the Room is envisioned to have permanent fall protection on the ground, enclosures to keep children within a defined area and is located far away from major vehicular and pedestrian circular routes. Key features will be colorful paving, climbing structures, nature play integrated amongst the trees and interpretive play elements, which allow children to understand the unique cultural and natural history of the Park and neighborhood.

Adult Exercise Court

A major preference of the Community, the Adult Exercise Court will provide opportunities for multi-generational play.





Located adjacent to the Children's Room and along the park's eastern boundary, it is intended to provide a buffer for the Children's Room from the Park's edges and allow parents to workout while their children play nearby within clear site. Equipment will be selected to appeal to a broad range of age groups from youth to seniors. Key elements will include a range of permanent exercise equipment, safety surfacing, tables for board games, water bottle fillers, seating and deep shade.

The Great Lawn

The Great Lawn is the most prominent element feature of the Park and its largest. It is a flexible level turfed area that anchors the southern boundary of the Park. It will be a prominent element with clear views of all the Park's other major destinations. The Lawn is intended to support a variety of events and activities,

including informal play by a family or a small group of friends and as a place where the neighborhood can gather for informal events such as picnics, block parties, holidays or celebrations. The edges of the Great Lawn will be surrounded by fully accessible pedestrian paths and shade trees to provide a sense of enclosure. The Turf will consist of low maintenance, drought tolerant species, which are well adapted to the local ecosystem and patterns of use.

Pedestrian Paths

The Pedestrian Paths are the primary pedestrian circulation through and around the Park. They are located where people will want to walk, to provide direct access to key destinations within the park or beyond, and sized to accommodate either a single user or 2-3 people walking side by side. They will be constructed of scored, toned, highly articulated, fully accessible



masonry paving which will provide a high level of visual interest and pedestrian comfort. The Paths are intended to be multi-use so they can facilitate activities ranging from casual strolling and jogging to a cycle course for young children. Benches and seating will be located along their length and at key points to provide park users with places to pause, relax or wait for friends.

Urban Woodlands

The Urban Woodlands will define the Southern edge of the park, between the Great Lawn and Florida Avenue. They will be composed of native and drought tolerant species that are well adapted to the micro-climate of the Florida Avenue Neighborhood and the native ecosystem; upon establishment they will require little to no maintenance. The Woodlands will reinforce the edge of the park, creating a sense of place and enclosure, providing

privacy for neighbors, screening views of the street, reducing stormwater management needs, and potentially providing habitat for birds. They will be evergreen with graceful arching canopies that will provide shade and informal places for park users to sit beneath.

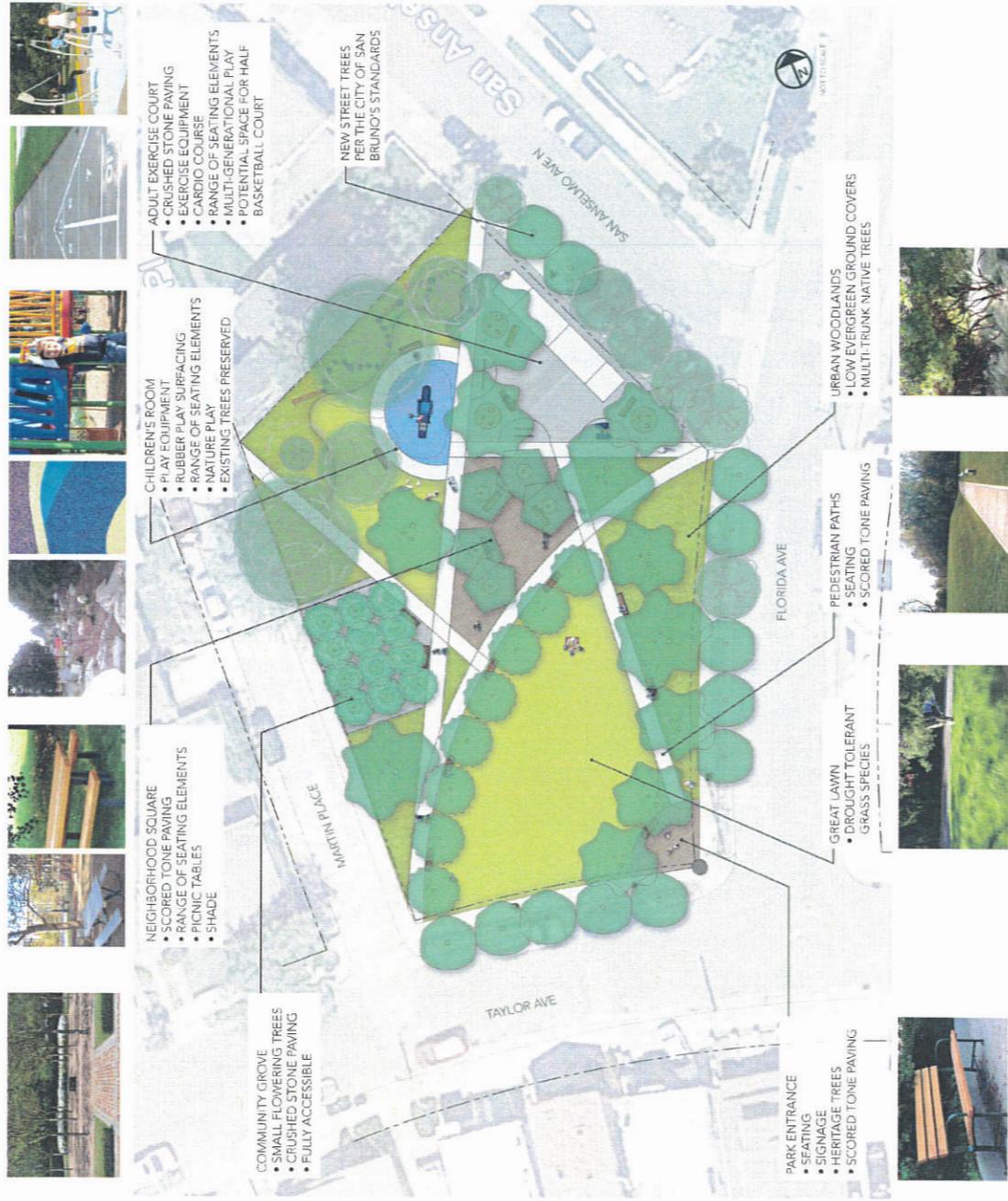
Community Grove

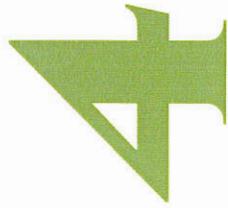
The form and character of the Community Grove is inspired by the historic orchards and agricultural activities which once graced the regional landscape. The Grove will be located along the Western Boundary of the Park between the Neighborhood Square and Martin Place, providing a vegetative screen from the street. The Community Grove will be composed of asymmetrical drought tolerant trees species that are well adapted to the micro-climate of the Florida Avenue Neighborhood and will be planted within gravel and wood mulches.

The Grove will provide an informal area for play, and place for quiet reflection or casual socializing, and will feature a variety of seating elements encouraging social interactions.

MASTER PLAN

Draft Florida Avenue Park Master Plan





PROJECT COSTS

PROJECT CONSTRUCTION AND ANNUAL COSTS

Base Price: \$563,270.00 (see note #8)

Maintenance: \$60,000.00 (see note #5)

Construction Cost Contingency (30%): \$168,981.00 (see note #1)

Total: \$732,251.00

NOTES:

- 1) Estimated Cost for each Park Site assumes a 30% Contingency for Cost Escalation, Unforeseen Circumstances and Changes in Scope/ Materials
- 2) Final Quantities and Types of Materials may vary significantly during the design process impacting the final Construction Costs.
- 3) Cost Estimates are based on Conceptual Master Plans. Final Cost Estimate may vary after precise quantities have been determined.
- 4) Cost Estimates are based on current construction costs. Final Construction Cost may vary significantly depending on the time frame of construction.
- 5) Daily maintenance estimated at 2-3 hours per day depending on the season and the final selection of materials. Cost estimates includes labor and materials but does not include irrigation or electricity.
- 6) Maintenance costs do not include the cost of utilities or items damaged by vandalism or overuse.
- 7) Cost Estimates includes the cost of all materials and labor to build/install the park as shown on Master Plan.
- 8) Cost Estimates includes all items necessary to construct the parks including pavements, play equipment, site furniture, storm drainage systems, lighting, fencing, signage, planting, irrigation and walls.
- 9) Estimate does not include costs for permitting or fees to local agencies.
- 10) Estimate does not include professional design fees for the preparation of construction documents.
- 11) Estimate does not include City of San Bruno staff time to manage the design and construction process.

5

ATTACHMENTS

SUMMARY OF WORKSHOP 1 (JUNE 22, 2016)

SUMMARY OF WORKSHOP 2 (AUGUST 16, 2016)

SUMMARY OF WORKSHOP 1 JUNE 22, 2016

WORKSHOP OVERVIEW AND FORMAT

On Tuesday, June 22, 2016, the City of San Bruno convened the first public meeting for the Florida Avenue Park Master Plan at the Bay Area Entrepreneur Center in downtown San Bruno. This meeting was the first of two meetings that will be hosted by the City to create a neighborhood-driven design for the park. Eighteen community members were in attendance.

Kerry Burns, the City's Community Services Director opened the meeting welcoming participants. Joan Chaplick of the consulting design firm, MIG, served as the meeting facilitator for the evening. Joan reviewed the meeting agenda, which

included a presentation of context and process of the Master Plan, facilitated small group discussions, and a final report back with all workshop participants.

Joan introduced Matthew Gaber, landscape architect from MIG who presented the context of the park site in regard to the neighborhood and the City parks' system. Matthew also described the public input driven process. The purpose of the first meeting is to determine the preferred experiences and activities the neighbors want to have at the site which is about 0.75 acre. The City also wanted to hear about potential issues and concerns the workshop participants had about the site. Following the workshop, the MIG Design Team will propose a set of design concepts for the park that reflect the public input and show how various activities could be accommodated on the site. These alternatives will be presented at a second public meeting on August

16, 2016 and will allow new and returning neighbors to weigh in on the future design for their park.

SMALL GROUP ACTIVITY

Participants were asked to break into two smaller groups, where they participated in a facilitated discussion of the following topics:

1. Preferred experiences,
2. Brainstorm of potential activities for the site,
3. Issues and concerns, and
4. Most preferred activities

Preferred Experiences

Participants were given post-it notes and were asked to think 1-2 years into the future after the park is complete and imagine the type of experience they want to have in this park. Participants wrote 3-4 adjectives or a short phrase to describe

the experiences they would like to have at the park. The following words and phrases were those shared most frequently and across both groups. The full list of generated phrases can be found at the end of this summary.

- Clean
- Active
- Safe
- Kid-friendly
- Neighborly and social
- Unique and special
- Peaceful and relaxing
- Simple and functional
- Playful and fun
- Natural and green
- Aesthetically pleasing

BRAINSTORMING ACTIVITIES

Then, participants were asked to think about the activities they wanted to be able to do within the park. Each group brainstormed and generated a lengthy list of options. The activities were unconstrained by site factors, budget or other factors. The full list of brainstormed activities from both groups can be found at the end of this summary.

Issues and Concerns

Within the two small groups, participants were asked to identify any issues and concerns that they want the Design Team to consider when creating the park design alternatives.

Safety. This was an important topic for both groups. Traffic and fast moving cars contributed to unsafe conditions around the park. Group 1 proposed traffic calming measures on adjacent streets and Group 2 discussed the possibility of converting

Florida Avenue into a one-way street and adding speed bumps. There was also discussion of tagging and dumping activities at the park site. Participants requested the park design and materials choices take these potential activities into account. There were also concerns about the site including areas with low visibility or features that would provide spaces for inappropriate behavior to occur. It was suggested that lighting could be used to promote safety. Participants suggested the park be designed in way that encouraged positive uses. Group 2 suggested block parties and areas for picnicking as ways to encourage this.

Flooding. Some participants from Group 2 expressed concern that flooding could be a major issue within the renovated park, since some homes already experience flooding or the threat of flooding during periods of heavy rain.

Removal of existing structure. Some participants expressed concern about the safe removal of the existing building on the park site. Some participants, including some who live across the street from the park wanted assurances the City would remove the structure in a manner that safely removed the lead paint, asbestos and other contaminants in a manner that air quality, reduced dust and dirt and other measure to protect their health and property. Community Services Director Kerry Burns provided assurances and provided a description of the activities being conducted by the City to ensure safe removal of the structure.

Balancing of user groups and ages.

Participants discussed wanting the site to accommodate all age groups (seniors, adults and children) and different user groups based on activities.

Parking. Participants described parking

in the area as difficult and suggested the park not include features that would attract users from outside the neighborhood who would drive to park at the site.

Dedicated space for dogs. Group 1

participants discussed the inclusion of dedicated space for dogs within the park. Within the group, there were clear pro and con opinions. There were some participants open to consideration, with others remaining neutral. One participant who was extremely opposed to having dedicated space for dogs in the park based his concern on the presence of dogs creating unsafe conditions for his children.

Park Maintenance. Participants were

concerned about how the park would be maintained on a regular basis by the City. Group 1 participants also inquired how landscaping would be addressed given

current drought conditions and watering requirements.

Top Activities

Following the group brainstorm, participants in each group were given color dots to select from the brainstormed list of activities in order to identify their most preferred activities. Based on the number of choices, the facilitators of each group slightly modified the number of dots provided to each person.

GROUP 1

Within group 1, each person was given four dots that they could use to vote for their favorite activities among the brainstormed activity list. Adult exercise, natural features and social area emerged as the top three activities, with 11, 8 and 8 votes respectively. Other activities such as play structures, a fenced dog

Table 1. Group 1 activities ranked by number of votes

Activity	# of Votes
Adult exercise (yoga, stretching, bars)	11
Natural features (shade, planting, trees)	8
Social (clusters of seating, picnic tables, reading)	8
Play structures for different age groups	4
Fenced dog area	4
Community garden	2

GROUP 2

area, unprogrammed open space and a community garden received fewer votes.

Adult Exercise. Group 1 participants discussed how to incorporate fitness for adults into the park as a way to rethink the park not only as a child's playground, but an interactive space for people of all ages. Amenities such as pull up bars and non-electric elliptical machines were used as examples and areas for yoga and stretching were proposed.

Natural features. Group 1 participants highlighted the importance of including landscaping and trees to provide shade and beauty in the park. A small grassy open space area could also be included to provide an area for informal and flexible uses.

Social. Group 1 highlighted that the park should include amenities that encourage socializing, such as clusters of seating and picnic tables.

Within Group 2, each person voted for their preferred activity. The group then discussed how to consolidate activities into three top identified activities. Table 2 identifies the top three activities that were identified by the group along with the other activities discussed by the group.

Relaxing. A number of participants highlighted the importance of providing activities that promote relaxation. In particular, the group members discussed designing the park to encourage passive uses such as reading and sitting.

Table 2. Group 2 activities by group consensus

Activity	Group Consensus
Relaxing	●
Socializing/Engaging community	●
Playing (including picnicking, play structures)	●
Eating	
Reading	
Learning (including history of city and neighborhood)	
Engaging youth	
Gardening	
Exercise (pull-up bar)	

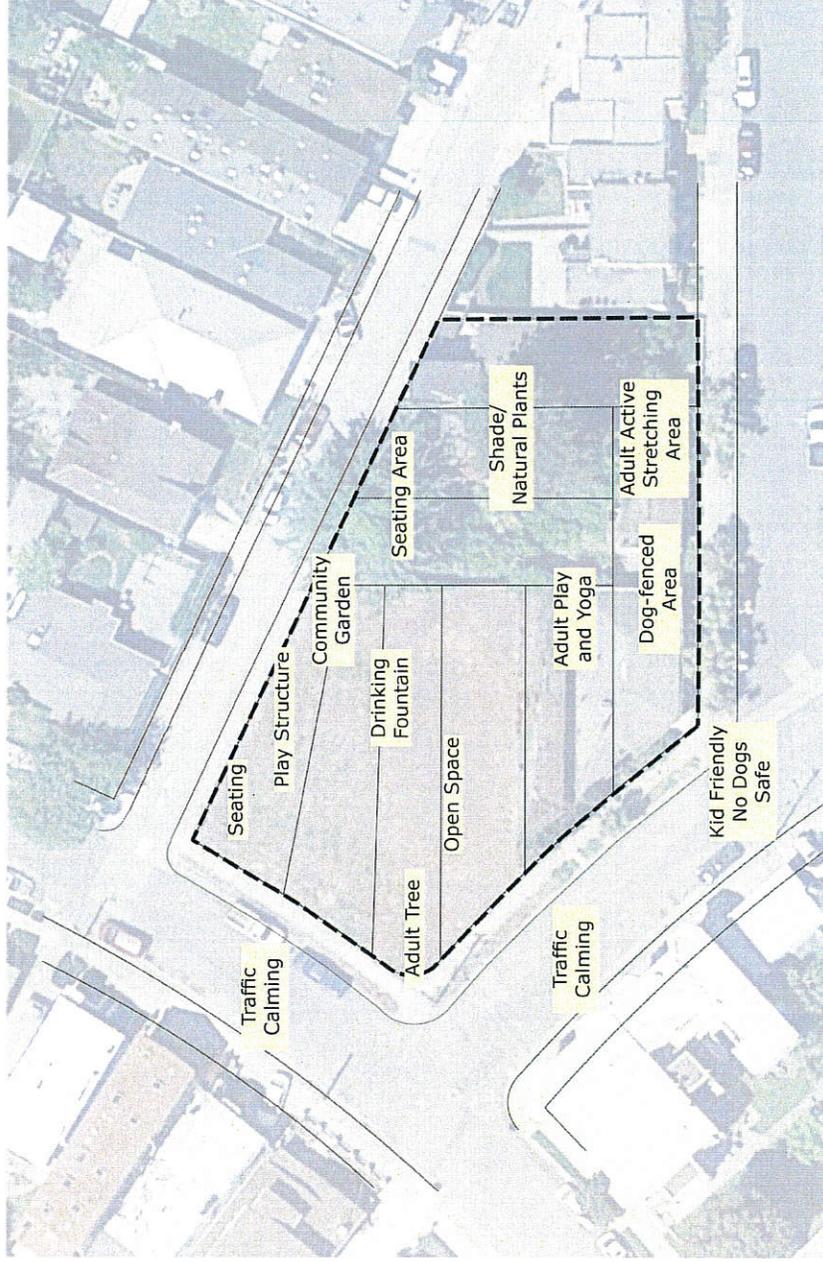
ENVISIONING THE PARK SITE

Facilitators then asked participants to use post-it notes to locate their preferred activities within the park site. The post-it notes were not to scale, so more activities than could fit on the site were suggested by the participants. However, the intention of the exercise was to provide an opportunity for people to locate where certain uses could be placed in relation to each other, without being constrained by considerations of space or the priority level of different amenities. The following images have digitized the sticky note comments for legibility. Photographs of the original activity are included at the end of this summary.

Socializing. Group 2 participants were in favor of designing the park for socializing, and participants proposed picnicking and block parties as activities that would engage and build the surrounding community in a positive way. Participants were also aware that these activities would have to be noise and timing sensitive to limit impacts on nearby residents.

Play. Group 2 participants agreed that elements of play were an important part of the new park. People recommended more traditional play structures and swings that could serve neighborhood children, as well as more creative elements as interactive play features, such as an educational garden.

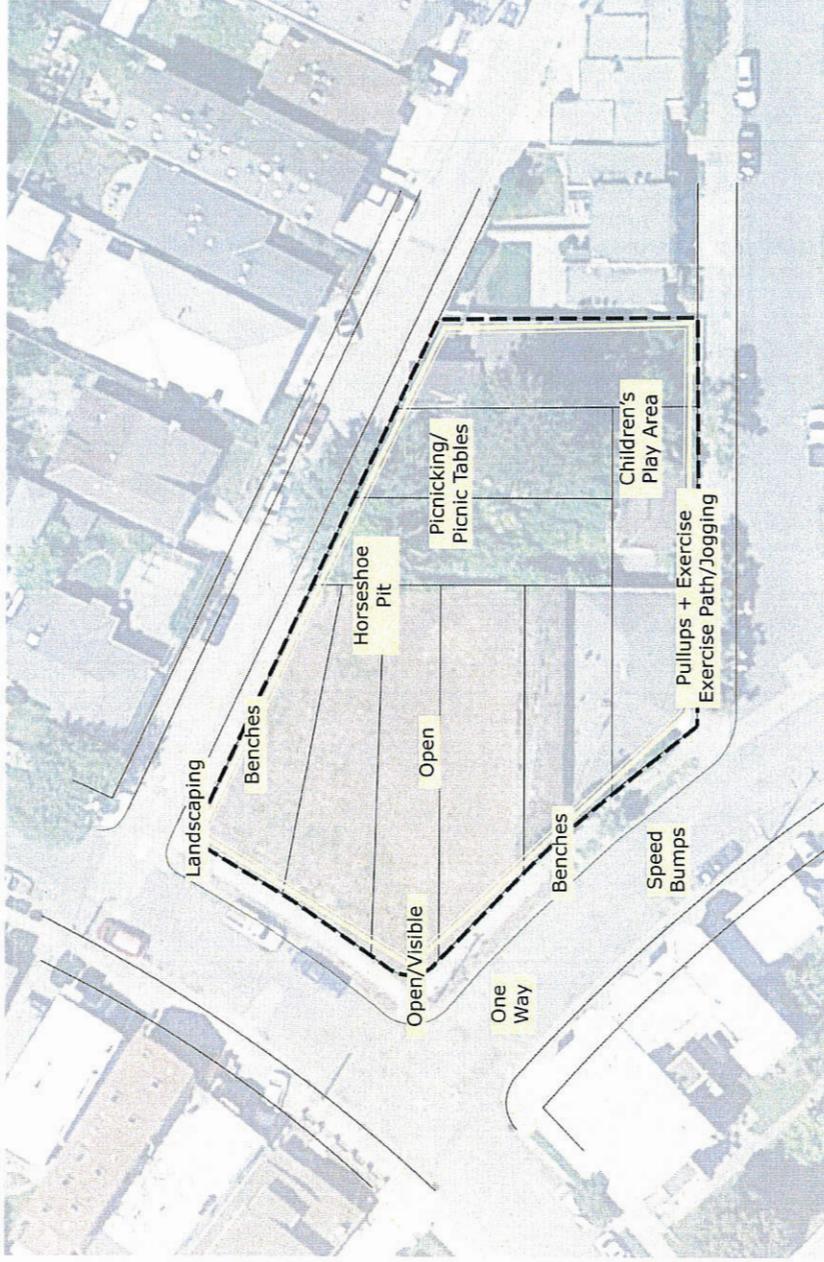
Group 1 Concept (Not to Scale)



Group 1 Concept Comments

- The group wants to look at designing traffic calming measures on the streets adjacent to the park site.
- The group did not resolve the discussion around whether having a dedicated dog-fenced area was suitable for this location, as reflected in the comments "Kid friendly/ No dogs/ Safe" and "Dog-fenced area."

Group 2 Concept (Not to Scale)



Group 2 Concept Comments

- Benches and landscaping at the park perimeter were proposed to create a natural and soft barrier to the street.
- Picnicking was proposed underneath the existing trees to leverage shade benefits of the mature trees.
- Group 2 participants proposed a perimeter fitness path that would allow community members an opportunity to jog, walk and do exercise activities.

CONCLUSION AND NEXT STEPS

Following the June 22, 2016 community workshop, the Design Team will consolidate and analyze the preferences and concerns of the workshop participants in order to generate design alternatives for the Florida Avenue park site. The next community workshop to be held on August 16, 2016 will allow community members to weigh in on alternative park design layouts.

- Place to sit and relax
- Social, adult exercise equipment
- Simple, functional
- Safe, playful, fun, joyous
- Group 2**
- Safety
- Clean
- Neighborly (but not too much)
- Natural, green and lush
- Peaceful and relaxing
- Aesthetically pleasing
- Play and recreation

- Yoga, stretching, rubber surfacing mound (3 votes)
- Duck ponds
- Fence area for dogs (4 votes)
- Shade, planting, beauty, trees (6 votes)
- Appropriate to the scale of the neighborhood
- Community garden (2 votes)

Group 2

- Relaxing
- Eating
- Picnicking
- Engaging community

Preferred Experiences

Group 1

- Water fountains
- Kids playing baseball as a community neighborhood
- Kid friendly, safe, no dogs
- Active, social, safe
- Pet-friendly
- Sanctuary, garden, picnic tables
- Unique and special

Activity Brainstorm

Group 1

- Clusters of seating – social (6 votes)
- Picnic tables, reading (2 votes)
- Open space, unprogrammed and flexible, green space (2 votes)
- Sliding, swinging – play structures for different age groups, preference for rubber surface (4 votes)
- Basketball hoop – active
- Adult exercise – bars, etc. (7 votes)

- Block party
- Socializing
- Safety
- Reading
- Playing/sports and athletics
- Learning
- Engaging youth
- Gardening
- History of city and neighborhood

Issues and Concerns

Group 1

- Parking
- Water
- Friendly to all ages - adults and children
- Dogs (+/-) Spectrum
 - May increase visitors from outside neighborhood
 - Dog-child interaction
 - Noise
 - On-leash signage
- Maintenance and Durability
- Safety
 - Traffic, boundary (fence)
 - Vandalism
 - Lighting (park hours, drug use)
 - Metal - hot for children
 - Seating for parents to supervise
 - Shade
 - Sails, trees

Group 2

- Animals and food (family of raccoons)

- Timeline for demolition of existing building
- Lead paint
- Parties
- No bbq
- Restrooms or no
- Maintenance of the park
- ADA accessibility
- Demographics
 - Teenagers, adults

Top Activities

Group 1

- Adult Exercise
- Natural Features
- Social

Group 2

- Relaxing
- Socializing (Engaging Community and Picnicking)
- Play

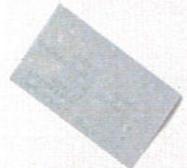
Group 1 Activity Board

FLORIDA AVENUE PARK MASTER PLAN

Group #: 1
Facilitator: Jani Ashby
Date: 9/12/16

PREFERRED ACTIVITIES

ISSUES AND CONCERNS



Group 2 Activity Board

FLORIDA AVENUE PARK MASTER PLAN

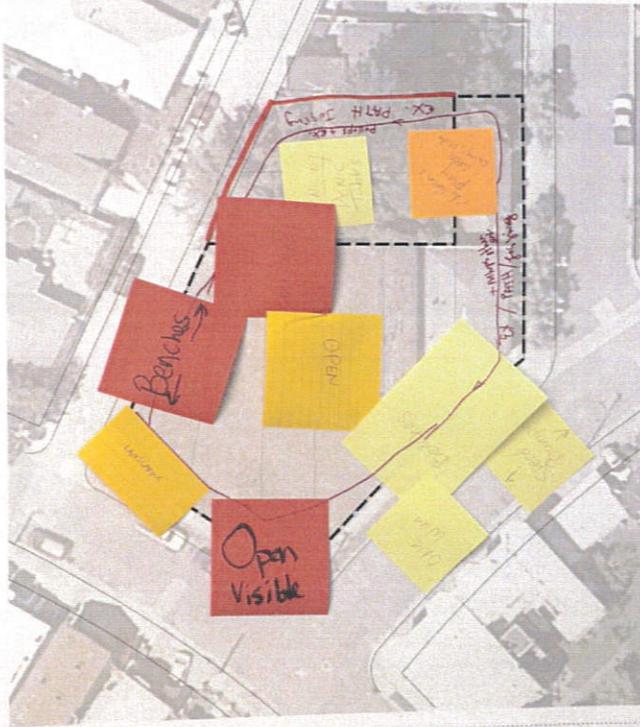
Group #: 2
Facilitator: Kathleen + Robb
Date: 6/12/16

PREFERRED ACTIVITIES

- ① Relaxing
- ② Socializing / Engaging Community
- ③ Playing and picnicking

ISSUES AND CONCERNS

- + SAFETY
- + TRAFFIC
- + PARKING (CONSUMERS)
- + BEHAVIOUR (APPROPRIATE)
- + FLOODING
- + EX HOUSE
- + BALANCING USER GROUPS



SUMMARY OF WORKSHOP 2

AUGUST 16, 2016

WORKSHOP OVERVIEW AND FORMAT

The second Community Workshop for the Florida Avenue Park Master Plan was held August 16, 2016 at San Bruno City Hall. The workshop was the second in a series of two workshops being hosted by the City to create a neighborhood-driven design for the park. Fourteen community members attended the interactive workshop.

Kerry Burns, the City's Community Development Director, opened the meeting by welcoming participants. Joan Chaplick of the consulting design firm, MIG, served as the meeting facilitator for the evening. Joan reviewed the meeting agenda, which included a presentation on

the results of Community Workshop #1 and the draft Master Plan design concept that was developed based on input from that workshop; an open house during which participants could review and comment on the draft Master Plan; and a final report back and discussion with all participants.

Joan introduced Matthew Gaber, landscape architect from MIG who presented the draft Master Plan design concept. Matthew explained how the design had been developed by drawing on the preferred experiences, desired activities and issues/concerns identified by the participants at Workshop #1. Matthew then introduced the workshop activity that invited participants to provide feedback on the Master Plan.

The draft Master Plan design concept is shown on the following page.

WORKSHOP ACTIVITY

Participants circulated among four stations with large format poster boards. All four boards were the same, showing the Master Plan concept for the park; multiple copies were provided to enable all participants to view the plan in detail. Participants were invited to mark use "emoji" stickers to indicate their responses to various features and write more detailed comments on post-its or directly on the posters.

Following is a list of the emoji stickers that participants used to indicate their response to features of the Master Plan concept. The Summary of Results section below includes the Master Plan and the participants' comments, transcribed by board. Photos of the boards with the emoji sticker stickers and comments are included at the end of the summary.

KEY THEMES

Several themes emerged from participants' comments regarding the Master Plan concept, including:

The majority of responses to the proposed park design and features were positive, with "Approve" stickers far outnumbering "Issue" and "Question" stickers.

Participants liked the natural play area. They suggested the following features:

- Plenty of seating for parents
- Enclosing or encircling the area
- Creative play equipment

The major issues or concerns expressed:

- Need for adequate trash and recycling receptacles throughout park, and trash cleanup
- Landscape maintenance
- Park serving to attract the homeless

- If (leashed) dogs are allowed—need for enforcement of cleanup, disposal bag dispensers

Two proposed features received only negative responses and were rejected by participants:

- Moveable seating—too easy to steal or damage
- Barbecues—participants liked picnic tables but didn't want the mess associated with barbecues

SUMMARY OF COMMENTS

All comments made on the Master Plan boards are transcribed on the following

Emoji Stickers used by participants



Approve - I like this component



Issue - I have concern with this aspect



Question - I have a question about this

Board #1 with comments



August 16, 2016
 M I G
 Park Master Plan - DRAFT
 San Bruno Florida Avenue Park

Board #1

Questions:

- Can moveable seating be stolen? ("Moveable seating" crossed out on list of features)
- How often will the landscaping be maintained?

Issues:

- Any way to prevent any space to become a nest for racoons, skunks?
- Hopefully doesn't invite homeless

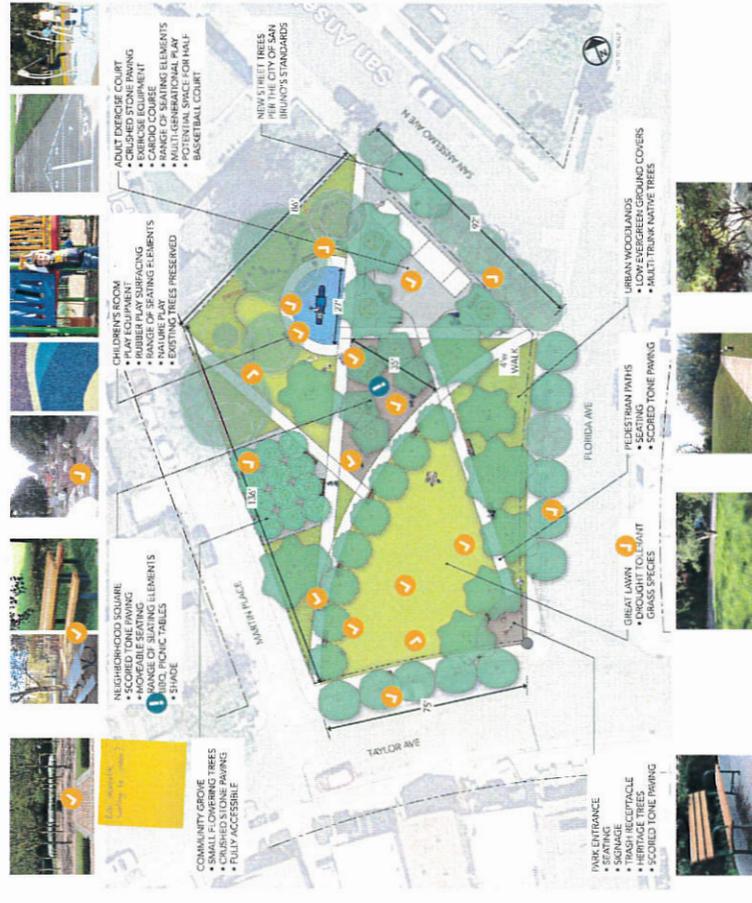
Suggestions:

- Recycling bin?
- Small trash receptacles on the interior

Comments:

- Amazing! Thank you.

Board #2 with comments



COMMENTS
 Dogs—how do we change the ordinance to allow leashed, well-behaved dogs in parks! (And their humans that clean up after them)
 Poop bag dispenser(s)
 Concerns about Homeless, Vandalism, Skateboarders, PARKING
 Anti-gopher lawn, want and up-of bumpier grassy areas
 Post signs for dog clean-up

Board #2

Issues:

- "Moveable seating" crossed out on list of features

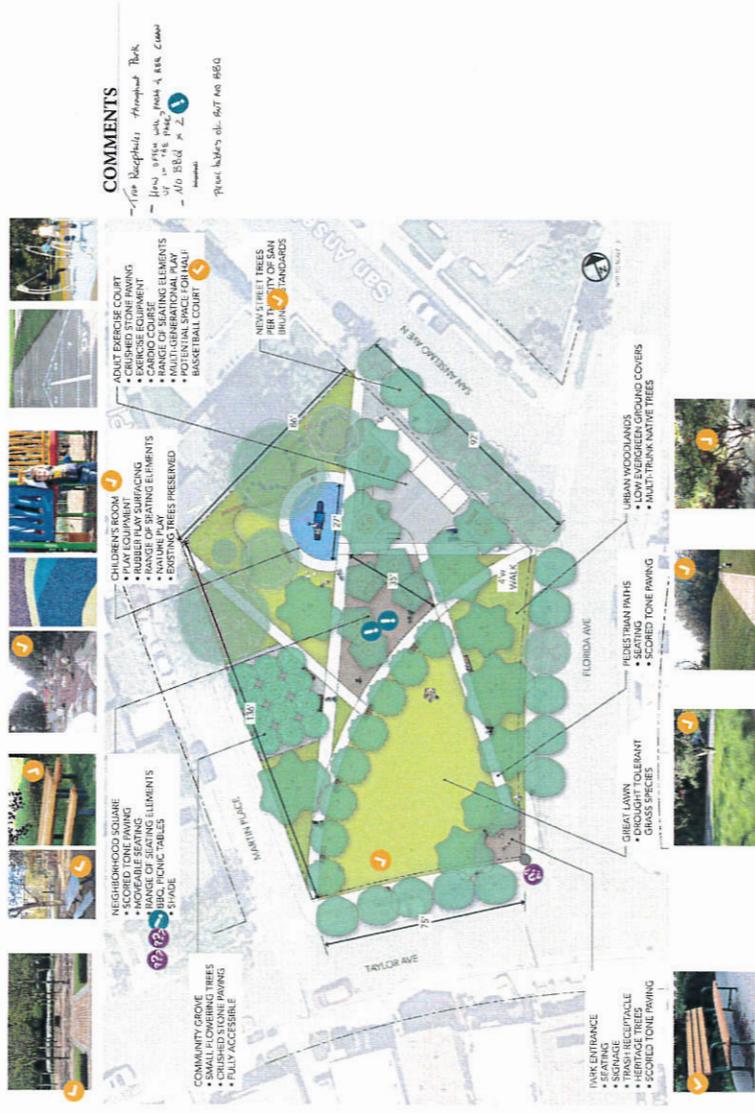
Comments:

- Dogs—how do we change the ordinance to allow leashed, well-behaved dogs in parks! (And their humans that clean up after them)
- Poop bag dispenser(s)
- Concerns about homeless, vandalism, skateboarders, PARKING
- Anti-gopher lawn so don't wind up with lumpy, bumpy grassy areas
- Post signs for dog clean-up

August 16, 2016
 M I G

Final Master Plan - DRAFT
 San Bruno Florida Avenue Park

Board #3 with comments



COMMENTS

- For benches, changed Park
- New sign with Park & Rec logo
- NO BBQ x 2

Plant labels ok BUT NO BBQ

Board #3

Questions/Issues:

- "Moveable seating" crossed out on list of features
- No BBQ x 2
- How often will Parks and Rec clean up in the park?

Comments:

- Trash receptacles throughout park
- Picnic tables ok BUT NO BBQ

Board #4 with comments



Board #4

Questions/Issues:

- "Moveable seating" crossed out on list of features

Comments:

- Playground—plenty of benches here
 - Paris style – encircling play area
 - Ideally play area would be enclosed with low fence as well
- Most play areas lack enough seating for parents
- What are the designs of the moveable seating?
- Lighting
- Enough benches for parents
- For natural play area—would love something like Parc Floral in Paris—logs in architectural forms for kids to walk and play on
- Love the idea of bottle-filling fountains
- Great job. Love it.
- Will there be recycling bins? (near trash bins?)

CONCLUSION AND NEXT STEPS

The Design Team will revise the Master Plan concept, taking into account participants' comments. Neighbors will be notified of the Parks and Recreation Commission meetings so they can continue to stay involved.



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: October 25, 2016
TO: Honorable Mayor and Members of the City Council
FROM: Kerry Burns, Community Services Director
SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Contract with MIG, Inc. for Landscape Architectural Design Services for the Earl-Glenview and Florida Avenue Parks in an Amount Not to Exceed \$227,750

BACKGROUND:

Under authorized contract, over the past several months, staff has worked with the firm of MIG, Inc. to complete individual park master plans for the Earl-Glenview Park and Florida Avenue Park. These two master plans provide the conceptual design vision for the two parks. Development of these master plans included extensive neighborhood outreach and input from the Parks and Recreation Commission.

The Earl-Glenview Park design includes the following design vision:

- An overlook with seating, paving and a view of the Crestmoor Canyon;
- Play space with active play equipment and a rubber play surface;
- Serves as a neighborhood gateway with signage, heritage trees, scored toned paving and, seating;
- Drought-tolerant plant material and a space for open play;
- A neighborhood square with seating, picnic tables and, scored toned paving;
- Play space for children ages 2-5 with low fencing, seating, a rubber play surface and play equipment;
- An urban forest buffer area adjacent to two homes with vertical tree plantings and low maintenance ground cover;
- An adventure course with toned paving and four-foot wide path;
- Flexible event space; and,
- Area for possible use as a sports court with seat wall and park overlook.

The Florida Avenue Park Draft Master Plan includes the following design features:

- Park entrance with signage, seating, heritage trees and scored tone paving;
- Community grove of small, proportionally sized, flowering trees, with fully accessible crushed stone paving;
- Neighborhood square with scored tone paving, seating, picnic tables and, shade from trees;
- Children's "room" or play area with play equipment, rubberized play surfacing, seating, and play equipment;

10.c.

- Adult exercise features including a cardio course, multi-generational play equipment and, space for sports activities including potentially a half basketball court;
- New mature trees per the City's standards and preservation of two on-site mature heritage trees;
- Urban woodlands with low evergreen ground cover and multi-trunk native trees;
- Pedestrian paths with seating and scored ton paving; and,
- Great Lawn area with turf or drought tolerant grass.

The City Council approved the Earl-Glenview Park Master Plan at its meeting on September 27, 2016 and took action earlier this evening on the Florida Avenue Park Draft Master Plan. Now with the completion of the design vision for the two parks, architectural design can commence including grading plans, planting plans and plant palette, landscape layout, materials plans, irrigation area plans, lighting and electrical plans, and equipment selection such as play equipment, benches, trash receptacles and picnic tables. Once completed, these landscape architectural design drawings will be used to bid and construct the parks.

DISCUSSION:

A Request for Proposals (RFP) for landscape architectural design services was distributed to fourteen landscape architectural firms on September 23, 2016 and was advertised on the City's website. Firms were given approximately two weeks to prepare proposals which were due on October 7, 2016. The City received proposals from three design firms to design both parks. Each was evaluated based on the firm's qualifications, project manager and team experience and demonstrated knowledge and success with similar size projects. The proposal fees among the three bidders were all very close with only a few thousand dollars between the low and high proposals.

Based on the evaluation criteria, staff recommending MIG, Inc. be awarded the contract to provide architectural design services for both parks. By awarding the design work to one firm, efficiencies in meeting time and design can be achieved resulting in a savings of \$12,250. MIG, Inc. has over thirty-four years of design experience and has successfully provided landscape architectural design services to numerous cities throughout California and the United States. Additionally, they offer the unique ability to provide project continuity by having developed both the Earl-Glenview and Florida Avenue Park Master Plans.

An extensive neighborhood engagement process has been undertaken throughout the development of both the Earl-Glenview and Florida Avenue Park Maser Plans. Three neighborhood meetings were conducted prior to the creation of the Earl-Glenview Park Master Plan and two neighborhood meetings were conducted for the Florida Avenue Park. In both instances, the neighborhood was invited to provide input input on their preferred design and amenities for their future neighborhood park, articulate their vision for the park and to share concerns regarding neighborhood impacts, safety and maintenance. They were also asked for their preferences on placement of various park elements such as play areas and features for young children, teens and adults, social and gathering areas, spaces for solitude and quiet contemplation and open space and natural elements. Residents were asked to develop a park design layout by placing color-coded pieces of paper on a site map which represented park features. Based on this input, a concept plan was created and introduced. For both the Earl-Glenview and Florida Avenue Parks, meeting participants were very pleased with the design and expressed a strong interest in seeing the park constructed in a manner consistent with

presented design concept. Following the neighborhood meetings, the final Draft Master Plans for both parks was placed on the City's website. A letter was sent to all neighborhood residents inviting further review and input to City staff. Following these steps, the Draft Master Plans were presented to the Parks and Recreation Commission for their input. The Commission unanimously recommended the Florida Avenue Park Master Plan to the City Council and in an 8-1 vote, recommended the Earl-Glenview Park Master Plan to the City Council, with the opposing vote expressing support for the overall park design but a preference for the sports court to be located on the east site rather than the west site.

Crestmoor and Florida Avenue neighborhoods will continue to be engaged throughout the design phase. At the 60% and 90% design phase, a project update will be provided to the Parks and Recreation Commission. At these meetings, the Commission will be asked for its input on specific design elements and fixtures within the parks. Additionally, letters will be mailed to the neighborhoods inviting them to these meetings in order for their input to be heard and incorporated.

Design of the Earl-Glenview and Florida Avenue Parks is scheduled for completion by early 2017 followed by construction of both parks which will be bid spring 2017.

FISCAL IMPACT:

Funding for the design of the Earl-Glenview and Florida Avenue Parks is allocated in the Fiscal Year 2016/21 Capital Improvement Program Budget. The Earl-Glenview Park design and construction is funded through the Crestmoor Trust Fund and the Florida Avenue Park through a combination of a \$200,000 grant from the San Bruno Community Foundation and the General Fund Capital Reserve.

The approved budget for the Florida Avenue Park design and construction is \$775,000. The Florida Avenue Park Master Plan estimates the total project cost for design and construction at \$841,751, or approximately \$67,000 more than the approved budget. Equipment, surfaces and materials will be incorporated into the design in order to deliver a park design which can be constructed within the approved budget.

The Earl-Glenview Park design and construction budget is \$1,750,000. The Earl-Glenview Park Master Plan calculates the design and construction cost at \$1,367,250. With the final phase of the Crestmoor Neighborhood infrastructure improvements underway, equipment, surfaces and materials will be incorporated into the design in order to deliver a park design which can be constructed within the approved budget.

ALTERNATIVES:

1. Do not authorize award of this contract and defer the park project(s).
2. Modify the scope of the park project(s) to reduce design and construction costs. In particular, the City Council may wish to consider focusing Earl-Glenview Park improvements on the three lots on the east side of Glenview Drive and not proceeding with development of the lot at 1701 Earl Avenue on the west side of Glenview Drive. This approach would result in a savings of \$19,750 for design and an estimated savings of \$352,000 for construction for a total of \$371,750.
3. Direct staff to choose a different design firm from those submitting proposals.
4. Direct staff issue a new request for proposals.

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a contract with MIG, Inc. for landscape architectural design services for the Earl-Glenview and Florida Avenue Parks in an amount not to exceed \$227,750.

ATTACHMENTS:

1. Resolution

DISTRIBUTION:

None.

DATE PREPARED:

October 20, 2016

REVIEWED BY:

___ CM
___ CA
___ FIN

RESOLUTION NO. 2016 –

ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MIG, INC. FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES FOR THE EARL-GLENVIEW AND FLORIDA AVENUE PARKS IN AN AMOUNT NOT TO EXCEED \$227,750

WHEREAS, over the past several months, staff has worked with the firm of MIG, Inc. to complete individual park master plans for the Earl-Glenview Park and Florida Avenue Park; and

WHEREAS, these two master plans provide the conceptual design vision for the two parks; and

WHEREAS, with the completion of the design vision for the two parks, architectural design can commence including grading plans, planting plans and plant palette, landscape layout, materials plans, irrigation area plans, lighting and electrical plans, and equipment selection such as play equipment, benches, trash receptacles and picnic tables; and

WHEREAS, once completed, these landscape architectural design drawings will be used to bid and construct the parks;

WHEREAS, a Request for Proposals (RFP) for landscape architectural design services was emailed to fourteen landscape architectural firms on September 23, 2016 and was advertised on the City's website in late September and early October 2016; and

WHEREAS, firms were given approximately two weeks to prepare proposals which were due on October 7, 2016 and the City received three (3) proposals with each evaluated based on the firm's qualifications, project manager and team experience and demonstrated knowledge and success with similar size projects; and

WHEREAS, the proposal fees among the three bidders were all very close with only a few thousand dollars between the low and high proposals; and

WHEREAS, by awarding the design work to one firm, efficiencies in meeting time and design can be achieved resulting in a savings of \$12,250; and

WHEREAS, MIG, Inc. has over thirty-four year of design experience and has successfully provided landscape architectural design services to numerous cities throughout California and the United States and offers the unique ability to provide project continuity by having developed both the Earl-Glenview and Florida Avenue Park Master Plans.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of San Bruno adopts a resolution authorizing the City Manager to execute a contract with MIG, Inc. for landscape architectural design services for the Earl-Glenview and Florida Avenue Parks in an amount not to exceed \$227,750.

Dated: October 25, 2016

ATTEST:

Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of October, 2016 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: October 25, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jimmy Tan, Public Services Director/City Engineer

SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Contract with ACC Environmental Consultants for the 324 Florida Avenue Site Remediation Project in the Amount of \$24,591 and Appropriating of \$25,000 from the General Fund Capital Reserve Fund

BACKGROUND:

In October 2014, the City Council adopted a resolution authorizing the City Manager and City Attorney to complete the purchase of 324 Florida Avenue for future use as a neighborhood park. The property consists of eight parcels (approximately ½ acre total land area) and is located in a relatively dense residential neighborhood. The property includes four buildings: the main residence, a duplex, a garage and a workshop. The large yard is primarily undeveloped with various types of trees including two heritage evergreen trees (exceeding 30" in diameter).

The condition of the property has fallen into disrepair due to lack of upkeep and vandalism. The buildings have been left vacant in a deteriorated condition, which is an unattractive nuisance for the neighbors. While certain items on the property have been identified as salvageable, a vast majority of the buildings and materials can no longer be used and will be removed as part of the demolition process.

Staff provided a project update to City Council in September 2015 that outlined the project scope, which includes: demolishing the existing buildings, properly removing and disposing of contaminated soil, lead, and asbestos associated with the property, grading, and temporarily securing the site with fencing. The Council provided staff with recommendations and direction during the meeting which were incorporated into the project plans and specifications prior to bid. In May 2016, the City Council approved the award of the construction contract to Pacific States Environmental.

DISCUSSION:

During the initial design, the City entered into an agreement with ACC Environmental Consultants (ACC) to perform soil sampling and hazardous materials analysis to formulate a Soil Management Plan and an Asbestos and Lead Removal Work Plan. The plans serve as guidelines for the proper removal of hazardous materials from the property. Part of their initial plan development agreement also included environmental services such as lead and asbestos abatement, soil sampling, and dust monitoring during demolition.

10.d.

A community meeting for the project was held on August 11, 2016 with ACC staff present. Three residents attended the community meeting. Based on residents' questions from the meeting and other feedback received previously, the concern among the neighboring properties is containing and controlling the dust during demolition, off-hauling, and site remediation.

To alleviate residents' concerns, the City developed an environmental services agreement which would enhance the existing scope of ACC's soil and dust monitoring responsibilities during demolition. The number of dust monitors would be increased from one to three in order to account for any sudden changes in wind direction. A project or staff geologist would also be on-site during all demolition work. Additionally, ACC will collect and analyze soil samples from the site both before and after the demolition as remediation is completed. ACC will also draft a Soil Excavation Report to document and detail the sampling, monitoring, and off-haul, and will include final confirmation and approval that the site is free of contaminants.

Staff drafted the agreement based on an estimate of eighteen working days needed for the environmental services. The total agreement cost may be reduced if the demolition work is completed in a shorter duration. The lead and asbestos abatement services specified in the original agreement is sufficient and does not need an additional enhancement.

FISCAL IMPACT:

The 2016-21 Capital Improvement Program (CIP) currently includes an appropriation of \$465,000 for this project of which \$435,000 is currently available. The total construction cost with 20% contingency is \$430,710. The cost of the new contract with ACC Environmental Consultant is \$24,591. An appropriation of \$25,000 from the General Fund Capital Reserve Fund is being requested for the ACC Environmental Consultant contract.

ALTERNATIVES:

1. Do not award the contract and issue a request for proposals for the additional services.
2. Do not award the contract and proceed with the project without enhanced environmental services.

RECOMMENDATION:

Adopt Resolution authorizing the City Manager to execute a contract with ACC Environmental Consultants for the 324 Florida Avenue Site Remediation Project in the amount of \$24,591 and appropriating of \$25,000 from the General Fund Capital Reserve Fund.

ATTACHMENTS:

1. Resolution
2. 2016-21 CIP Budget Document

DISTRIBUTION:

None.

DATE PREPARED:

October 11, 2016

REVIEWED BY:

_____ Fin
_____ CA
_____ ACM
_____ CM

RESOLUTION NO. 2016- ____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ACC ENVIRONMENTAL CONSULTANTS FOR THE 324 FLORIDA AVENUE SITE REMEDIATION PROJECT IN THE AMOUNT OF \$24,591 AND APPROPRIATING \$25,000 FROM THE GENERAL FUND CAPITAL RESERVE FUND

WHEREAS, the City of San Bruno's Capital Improvement Program (CIP) includes the 324 Florida Avenue Property Site Preparation project to demolish and remove the buildings on the property, remove and treat the contaminated soil, remove and relocate the utilities, level the ground, and fence the perimeter of the property; and

WHEREAS, the initial phase of the project will be site remediation to prepare the property for future improvements; and

WHEREAS, Pacific States Environmental Contractors, Inc. (Pacific States) submitted a base proposal in the amount of \$340,925; and

WHEREAS, City Council approved the award of the construction contract to Pacific States Environmental in May 2016; and

WHEREAS, ACC Environmental Consultants (ACC) has been requested to perform additional environmental services to address residents' concerns to control the dust during demolition, off-hauling, and site remediation; and

WHEREAS, (ACC) has knowledge of the City's project based on their previous work on the Soil Management Plan and Asbestos and Lead Removal Work Plan; and

WHEREAS, the scope of work for (ACC) includes collecting and analyzing soil samples from the site both before and after the demolition and remediation and complete a Soil Excavation Report to document and detail the sampling, monitoring, and off-haul and provide final confirmation and approval that the site is free of contaminants; and

WHEREAS, the cost for ACC contract to complete the work is \$24,591; and

WHEREAS, an appropriation of \$25,000 from the General Fund Capital Reserve Fund is being requested for the ACC contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to execute a contract with ACC Environmental Consultants for the 324 Florida Avenue Site Remediation Project in the amount of \$24,591 and appropriates \$25,000 from the General Fund Capital Reserve Fund.

Dated: October 25, 2016

ATTEST:

Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of October 2016 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers _____

ABSENT: Councilmembers: _____

Parks & Facilities

Parks

Florida Avenue Park

PROJECT #: 51001

Total Project Cost: \$1,390,000

DEPARTMENT: Community Services/Public Services

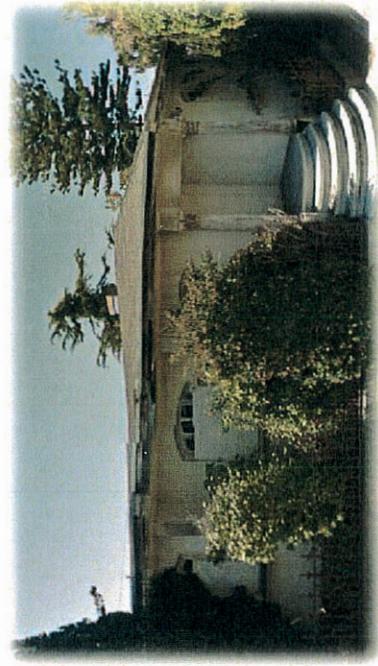
PROJECT APPROPRIATIONS	Prior Appropriations	2016-17		2016/17	2017/18	2018/19	2019/20	2020/21	Total 2016-21 Budget
		Estimated Carryover	New Request						
Site Demolition and Clean Up	\$ 465,000	\$ 435,328	-	\$ 435,328	\$ -	\$ -	\$ -	\$ -	\$ 435,328
Park Planning, Design, and Construction	-	-	625,000	625,000	150,000	-	-	-	775,000
Wood Carving Restoration/Preservation	-	-	50,000	50,000	100,000	-	-	-	150,000
Total	\$ 465,000	\$ 435,328	\$ 675,000	\$ 1,110,328	\$ 250,000	\$ -	\$ -	\$ -	\$ 1,360,328
FUNDING SOURCES									
General Fund Capital Reserve	\$ 465,000	\$ 435,328	\$ 425,000	\$ 860,328	\$ 250,000	\$ -	\$ -	\$ -	\$ 1,110,328
City Art Fund	-	-	50,000	50,000	-	-	-	-	50,000
San Bruno Community Foundation	-	-	200,000	200,000	-	-	-	-	200,000
Total	\$ 465,000	\$ 435,328	\$ 675,000	\$ 1,110,328	\$ 250,000	\$ -	\$ -	\$ -	\$ 1,360,328

Project Description: The single family residence located at 324 Florida Avenue was purchased by the City in March 2015 for future use as a neighborhood park. The transformation of the property into a park will preserve historic architectural elements from the property including doors, ceramic tiles, and a wood carving displayed at the 1932 San Francisco World's Fair.

Demolition and remediation of the property has commenced and is anticipated to be completed by late 2016. The neighborhood engagement process is also underway to seek input on the nature and type of amenities users would like incorporated into the park. The park will include both active areas for play and passive areas for people to congregate and relax. Construction of the park is anticipated to commence in early 2017.

Project Details

Initial Funding Year	2015/16
Target Completion Year	2016/17
Expended as of June 30, 2016	\$29,672





City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: October 25, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Jimmy Tan, Public Services Director/City Engineer

SUBJECT: Adopt Resolution Authorizing the Closure of Park Avenue between Chestnut Avenue and Oak Avenue on October 31, 2016 between the Hours of 5:00 PM and 10:00 PM

BACKGROUND:

The Mills Park neighborhood has historically experienced a high volume of Halloween trick-or-treaters from other parts of the City. Park Avenue between Chestnut Avenue and Oak Avenue in particular receives an especially high volume of trick-or-treaters. The residents on this street have requested that the City issue a road closure on Halloween evening to accommodate the anticipated high volume of pedestrian traffic. Attachment 2 of this report, a photograph taken during last year's Halloween, is representative of the volume of trick-or-treaters and shows pedestrians crowding the sidewalk and spilling onto the roadway.

Staff initially reviewed the request for a Halloween road closure as a special event permit application but determined that the requested road closure did not qualify as a special event as it was neither formally advertised as a Halloween event nor are activities set up within the neighborhood. The requested closure of Park Avenue was then reviewed as an encroachment permit application. An encroachment permit allows for road closures but only if related to a construction activity, special event permit, or extenuating circumstances. The requested closure limits along Park Avenue is in the vicinity of the neighborhood where the City is currently experiencing a temporary streetlight outage. The anticipated high volume of pedestrian traffic in conjunction with the streetlight outage would be considered as extenuating circumstances and a road closure would improve safety for visiting trick-or-treaters. Separate action by the City Council is necessary to authorize the requested road closure.

DISCUSSION:

The bulk of the pedestrian traffic is anticipated to occur between the hours of 6:00 PM and 9:00 PM. The proposed road closure would occur between the hours of 5:00 PM and 10:00 PM on Monday, October 31, 2016. The street closure time period includes one hour prior and one hour after the anticipated bulk of pedestrian traffic for set up and removal of barricades and cones at the closure limits. Staff has reviewed the conditions for the encroachment permit with the applicant and the applicant acknowledges the obligation to comply with these conditions in order to mitigate potential impacts to the community.

In order to accommodate the road closure, the applicant will be required to provide written notification to all residents within the Mills Park neighborhood affected by the closure of Park Avenue between Chestnut Avenue and Oak Avenue. The road closure will consist of barricades and cones at the closure limits.

Staff believes that the road closure, may be accommodated with minimal impact to the community subject to the following closure conditions:

1. The street closure involves closing 500 linear feet of Park Avenue between Chestnut and Oak Avenues. The closure is between the hours of 5:00 PM and 10:00 PM. Local traffic will be allowed to access their residences; no thru traffic will be allowed.
2. The applicant shall provide courtesy notices to all residences within the Mills Park neighborhood affected by the closure of Park Avenue.
3. The applicant is responsible for the placement and removal of barricades and cones at the closure limits.
4. The applicant shall obtain an Encroachment Permit from the Public Services Department.

FISCAL IMPACT:

The street closure will have no fiscal impact. The applicant will be responsible for all costs associated with public notification and with setting up and removal of barricades and cones.

ALTERNATIVES:

1. Do not approve the street closure.
2. Approve road closure subject to additional conditions of approval.

RECOMMENDATION:

Adopt resolution authorizing the closure of Park Avenue between Chestnut Avenue and Oak Avenue on October 31, 2016 between the hours of 5:00 PM and 10:00 PM.

DISTRIBUTION:

1. None

ATTACHMENTS:

1. Resolution
2. Photograph (Halloween Trick-or-Treaters)
3. Site Plan

DATE PREPARED:

October 21, 2016

REVIEWED BY:

_____ ACM

RESOLUTION NO. 2016 - _____

RESOLUTION AUTHORIZING THE CLOSURE OF PARK AVENUE BETWEEN CHESTNUT AVENUE AND OAK AVENUE ON OCTOBER 31, 2016 BETWEEN THE HOURS OF 5:00 PM AND 10:00 PM

WHEREAS, residents from the Mills Park neighborhood have requested an encroachment permit involving the closure of Park Avenue between Chestnut and Oak Avenues on October 31, 2016, between the hours of 5:00 PM and 10:00 PM; and

WHEREAS, the requested closure limits along Park Avenue is in the vicinity of the neighborhood where the City is currently experiencing a temporary streetlight outage; and

WHEREAS, the anticipated high volume of pedestrian traffic in conjunction with the streetlight outage would be considered as extenuating circumstances and a road closure would improve safety for visiting trick-or-treaters; and

WHEREAS, the San Bruno City Council finds and declares, pursuant to California Vehicle Code Section 21101, that the closing of a certain street is necessary for the safety and protection of persons who are to use certain portions of such street during such closing.

NOW, THEREFORE, BE IT RESOLVED by the San Bruno City Council that Park Avenue between Chestnut Avenue and Oak Avenue shall be closed to vehicular traffic on October 31, 2016, between the hours of 5:00 PM and 10:00 PM subject to the following conditions:

1. The street closure involves closing 500 linear feet of Park Avenue between Chestnut and Oak Avenues. The closure is between the hours of 5:00 PM and 10:00 PM. Local traffic will be allowed to access their residences; no thru traffic will be allowed.
2. The applicant shall provide courtesy notices to all residences within the Mills Park neighborhood affected by the closure of Park Avenue.
3. The applicant is responsible for the placement and removal of barricades and cones at the closure limits.
4. The applicant shall obtain an Encroachment Permit from the Public Services Department.

Dated: October 25, 2016

ATTEST:

Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of October 2016 by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____



ATTACHMENT 2
Halloween Trick-Or-Treaters





LEGEND:
— BARRICADE

SITE PLAN - PARK AVENUE CLOSURE





City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: October 25, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Kerry Burns, Community Services Director

SUBJECT: Receive Report and Provide Direction Regarding the Budget and Funding for the 2017 Community Day in the Park Event on June 4, 2017

BACKGROUND:

The Third Annual Community Day in the Park was held on Sunday, June 5, 2016. As with past Community Day's, the event brought together the community in City Park for an afternoon of camaraderie, fun, food and music. In January 2016 the San Bruno Community Foundation (SBCF) proposed a grant to the City in the amount of \$30,000 for the 2016 event to assure continued delivery of the event on an annual basis and suggested that the event be coordinated with the annual Lions Club Posy Parade. The City Council accepted the SBCF grant and for the first time, the 2016 event was scheduled to coordinate with the Posy Parade with the objective of increasing community participation and attendance at both events. As a result, both events were very well attended, with one estimate placing attendance in City Park following the Posy Parade and during the Community Day event at approximately 2,500 people.

Direct costs for delivery of the 2016 Community Day event totaled \$51,536, as detailed later in this report. Additionally, full time salaried staff time in the amount of approximately \$11,500 was dedicated to the event for activities to plan, conduct, manage and debrief the event. Revenues were generated from sales of 873 wristbands for the event rides in the amount of \$12,500.

The purpose of this report is to outline the plans and costs to support the 2017 Community Day event and to allow the City Council to consider how costs should be funded in addition to what amount the City would seek from SBCF in order to confirm delivery of the 2017 event.

DISCUSSION:

As in each of the three previous years, the 2017 Community Day in the Park would include entertainment, food and beverages, rides and games. Following the 2016 event, City staff met internally as well as with representatives from the San Bruno Lions Club. As a result of these discussions, several minor adjustments are proposed for the delivery of the 2017 event:

- Conduct pre-planning meetings with event participants including food vendors, Lions Club, Rotary Club, Chamber of Commerce and City departments;
- Mandatory pre-registration for no more than 90 entries in the Lions Club Car Show to ensure cars are parked only on City Park Way, while still leaving sufficient space for rides and pedestrian movement;

10.f.

- To better insure pedestrian safety, establish in the pre-registration materials specific times Lions Club Car Show entries may enter and exit City Park Way to prevent unscheduled departures of vehicles on to City Park Way;
- Reduce paid entertainment from two-to-one band to allow local bands to play on the stage immediately following the Posy Parade;
- Add two additional rides for a total of eight as well as two additional food vendors to address long lines and wait times;
- Increase ride spacing along City Park Way to ensure easier flow of pedestrian traffic between rides and ride line staging; and,
- Move the stage away from the tennis courts and closer to the park pathway.

It is estimated the direct cost to deliver the 2017 Community Day in the Park will be approximately \$59,000, or \$7,000 more than 2016 primarily due to the addition of two rides.

	2016	2017
Publicity-Postcard/Mailing, Lawn Signs, Posters	\$5,608	\$5,800
Rides	23,000	\$31,000
Band, Stage and Sound System	6,150	\$5,000
County Health Inspection	600	\$600
Security, Wristbands and Port-a-Potties	2,887	\$2,982
Staff Overtime-Police, Fire, Community Services	13,291	\$13,291
Total Event Expenses	<u>\$51,536</u>	<u>\$58,673</u>

In addition to this direct expense to deliver the event, the soft cost for the approximately 170 hours spent by salaried staff to plan, conduct, manage and debrief the event is estimated at \$11,500. These costs are not included above because the expenditure of this amount as salary for full time employees happens irrespective of whether the Community Day event is delivered. If there is no time spent on Community Day, the management and staff time could be directed to other activities in the Community Services Department.

As part of its discussion with the City Council in January, 2016 regarding its plans to fund costs associated with delivery of an annual Community Day event, SBCF identified its interest to fund \$25,000 in 2017, to gradually reduce the amount of its annual funding contribution and to encourage the City to solicit funding partnerships with other community businesses and organizations. SBCF committed that its members would take the lead in soliciting donations to help offset the cost of the event.

Staff and the City Council subcommittee recently met with SBCF representatives and discussed the 2017 Community Day event and potential funding partnerships. Following that meeting SBCF reports that it has discussed funding commitments for Community Day with several community businesses and has secured commitments from Google/YouTube and Skyline College to make contributions to the event this year. In addition to donated amounts, the event is expected to generate revenues similar to the 2016 amount for wristband sales in the amount

of approximately \$12,500. This amount is comparable to the 2016 amount and does not include an anticipated increase due to the addition of two more rides as proposed for the event in the coming year. The additional rides are intended primarily to allow better flow of event participants and to reduce wait time in line at the rides.

Staff is seeking the City Council's direction regarding delivery of the 2017 Community Day event and the associated costs. SBCF has identified its strong interest to work with the City to assure that adequate funds are available to cover costs as proposed (including the addition of two rides to improve the flow of the event). SBCF will consider the amount it will contribute to the event following the City Council consideration of this report.

FISCAL IMPACT:

Hard costs associated with the delivery of the 2017 Community Day in the Park are estimated to be \$59,000. Additional soft or "opportunity costs" of approximately \$11,500 are incurred representing the full time staff hours dedicated to event planning and delivery.

The 2016-17 City Budget includes a \$25,000 contribution from the San Bruno Community Foundation for this event and it is estimated that additional revenue of \$12,500 will be generated from ride wristband sales. Additional funding commitments have been secured from community partners and are continuing to be solicited.

RECOMMENDATION:

Receive report and provide direction regarding the budget and funding for the Community Day in the Park event on June 4, 2017.

ALTERNATIVES:

1. Make changes to the event as proposed to reduce costs.
2. Do not authorize delivery of the Community Day event for 2017.

ATTACHMENTS:

None

DISTRIBUTION:

None

REVIEWED BY:

___ CM

___ FIN



City Council Agenda Item
Staff Report

CITY OF SAN BRUNO

DATE: October 25, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Marc Zafferano, City Attorney
Ed Barberini, Police Chief

SUBJECT: Adopt Interim Urgency Ordinance Regulating Cultivation and Prohibiting the Manufacture, Processing, Laboratory Testing, Labeling, Storing, Wholesale, and Retail Distribution of Non-medical Marijuana Pursuant to Government Code Section 65858(a)

BACKGROUND:

Proposition 64 on the November 8, 2016 ballot (the Adult Use of Marijuana Act or "AUMA") is likely to pass according to the latest statewide polling data. If this measure is approved by a majority of voters:

1. Recreational marijuana use, possession, transportation, and purchase of specified amounts by adults 21 years or older will be legalized, except that certain activities, such as possession or smoking marijuana will still be prohibited in those places otherwise prohibited by state law (such as places of employment) or local ordinance;
2. Individuals who are 21 years or older will be allowed to grow up to six marijuana plants per residence, indoors or outdoors, for their personal recreational use; and
3. Commercial non-medical cultivation, processing, laboratory testing, labeling, storing, wholesale distribution and retail sales of marijuana will be controlled, licensed, and taxed by an agency to be designated as the Bureau of Marijuana Control, located within the state Department of Consumer Affairs.

If Proposition 64 is approved, state licenses for commercial non-medical marijuana activities could be issued at any time between November 9, 2016 and January 1, 2018. Once state licenses are issued, they will take precedence over subsequently enacted local ordinances that seek to restrict those commercial activities or outdoor cultivation for personal use. The AUMA prohibits cities from completely banning indoor cultivation of up to six plants, but the Act allows local regulation of this activity.

San Bruno Municipal Code Chapter 6.58 currently prohibits all medical marijuana distribution facilities throughout the City. Collective or cooperative cultivation of medical marijuana is also prohibited. This ordinance does not apply to any of the recreational,

personal, or commercial non-medical activities that Proposition 64 would allow if adopted.

DISCUSSION:

Most municipal ordinances may only be adopted at a regular meeting of the Council after two readings. Adoption usually requires a majority vote of the Council and the ordinance normally takes effect 30 days after final passage.

State law authorizes adoption of an interim urgency ordinance which would take effect immediately to preserve the public peace, health or safety. Such an interim measure is designed to prohibit “any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal which the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time.” The ordinance must contain a declaration of facts constituting the urgency, requires only one reading, must be passed by a four-fifths vote of the Council, takes effect immediately after introduction, and is effective for 45 days. The interim ordinance may be extended twice: initially for an additional 10 months and 15 days; and subsequently for one year. Any extension requires a four-fifths vote for adoption and no more than two extensions may be adopted.

The specific urgency findings in the ordinance address the following:

1. Possible permanent damage to the City’s aesthetic, health and safety, and economic interests arising from the potential gap in regulation of cultivation and distribution of nonmedical marijuana should Proposition 64 pass;
2. Providing the City with sufficient time to develop a comprehensive approach to marijuana, including:
 - a. Analyzing the provisions of Proposition 64’s amendments and additions to the California Health and Safety Code, if passed;
 - b. Regulating presently unregulated delivery services;
 - c. Addressing indoor and outdoor marijuana cultivation for personal use by San Bruno residents, including the potential aesthetic impact to residential neighborhoods and potential “grandfathering” of nonmedical outdoor marijuana grows at private residences;
 - d. Preventing a potential gap in regulation of the cultivation and distribution of nonmedical medical marijuana in the City

The proposed urgency ordinance would establish, during the term of the ordinance, a ban on commercial cultivation, processing, laboratory testing, labeling, storing, wholesale distribution and retail sale and outdoor cultivation for personal use. If adopted, this ordinance would allow the City to retain the right to fully study and determine whether it wishes to allow any of the above-referenced activities, and if so, under what circumstances. The urgency ordinance also preserves the City’s ability to

later enact other health and safety regulations applicable to legal indoor cultivation for personal use, which cannot be banned if Proposition 64 passes.

Staff has included recommended health and safety findings in the attached ordinance that would support a City Council determination that there is a current and immediate threat to the public health, safety and welfare posed by the approval of Proposition 64 before the City enacts comprehensive regulations regarding both commercial and noncommercial marijuana uses and cultivation.

RECOMMENDATION:

Adopt Interim Urgency Ordinance Regulating Cultivation and Prohibiting the Manufacture, Processing, Laboratory Testing, Labeling, Storing, Wholesale, and Retail Distribution of Non-medical Marijuana Pursuant to Government Code Section 65858(a)

FISCAL IMPACT:

None.

ALTERNATIVES:

1. Decline to adopt the interim ordinance at this time.
2. Request that staff return with additional information or analysis before considering the interim ordinance.

ATTACHMENTS:

1. Interim Urgency Ordinance

REVIEWED BY:

__ACM

__CM

ORDINANCE NO. _____

AN INTERIM URGENCY ORDINANCE OF THE CITY OF SAN BRUNO
REGULATING CULTIVATION AND PROHIBITING THE MANUFACTURE,
PROCESSING, LABORATORY TESTING, LABELING, STORING, WHOLESALE, AND
RETAIL DISTRIBUTION OF NONMEDICAL MARIJUANA IN THE CITY OF SAN BRUNO
CITY PURSUANT TO GOVERNMENT CODE SECTION 65858(a)

The City Council of the City of San Bruno **ORDAINS** as follows:

SECTION 1. FINDINGS.

WHEREAS, the City Council finds that it is necessary for the City Staff, Planning Commission, and City Council to study, develop, and adopt regulations within a reasonable time regarding the cultivation of nonmedical marijuana in the City of San Bruno; and

WHEREAS, there is concern regarding the potential passage of Proposition 64 (the Adult Use of Marijuana Act "AUMA") on the November 8, 2016 ballot and the City must be prepared with reasonable regulations of nonmedical marijuana should it pass; and

WHEREAS, the City Council finds and declares that there is a current and immediate threat to the public peace, health, welfare, and safety, specifically including possible permanent damage to the City's aesthetic, health and safety, and economic interests arising from the potential gap in regulation of cultivation and distribution of nonmedical marijuana should Proposition 64 pass; and

WHEREAS, the cultivation of marijuana and medical marijuana dispensaries are currently prohibited by Chapter 6.58 of the City's Municipal Code; and

WHEREAS, the City Council desires to enact this interim urgency ordinance to expressly clarify that the manufacture, processing, laboratory testing, labeling, storing, wholesale distribution, and retail sale of marijuana, whether medical or recreational, are prohibited in all zones throughout the City; and

WHEREAS, the immediate ban of all commercial or industrial marijuana activities will enable the City to develop a comprehensive approach to marijuana, including analysis of the provisions of Proposition 64's amendments and additions to the California Health and Safety Code, if passed, as well as regulation of presently unregulated delivery services; and

WHEREAS, the citizens of San Bruno will be well-served if the City more fully addresses the potential impacts of indoor and outdoor marijuana cultivation for personal use by San Bruno residents; and

WHEREAS, the most appropriate way to ensure public review and consideration and to prevent a potential gap in regulation of the cultivation and distribution of nonmedical medical marijuana in the City is to enact an urgency ordinance; and

WHEREAS, there is an immediate need to prevent unregulated nonmedical marijuana grows in the City of San Bruno, which have the potential to affect the character and aesthetic of the community; and

WHEREAS, this interim ordinance is necessary to prevent potential "grandfathering" of nonmedical outdoor marijuana grows on private residences; and

WHEREAS, the City Council finds that it is necessary to protect the health, safety, and welfare, and specifically the City's and the public's interests in the City's aesthetic, economic, health, safety, and community character until additional staff review has been completed and any necessary code revisions have been adopted and made effective by the City Council; and

WHEREAS, the City Council directs City staff to continue to study the issue of nonmedical commercial cultivation, manufacture, processing, laboratory testing, labeling, storing, wholesale, distribution, and retail of marijuana. The City Council also directs staff to study the issue of nonmedical cultivation, processing, and storing of marijuana for personal, private use.

SECTION 2. REGULATION. The following regulation is hereby imposed. This regulation shall prevail over any conflicting provisions of the San Bruno Municipal Code or the other ordinances, resolutions, policies, and regulations of the City of San Bruno.

a. Any commercial or industrial use involving marijuana, including but not limited to manufacture, processing, laboratory testing, labeling, storing, wholesale, distribution, and retail, is prohibited in every zoning district in the City.

b. Outdoor cultivation of marijuana is prohibited in every zoning district in the City. Indoor cultivation of marijuana is limited to residential districts, is limited to six (6) plants per residence, and must be entirely for the personal use of a resident of the residence who is twenty-one (21) years of age or older. The City reserves the right to enact regulations regarding the indoor cultivation of marijuana at a later date.

c. For purposes of this interim urgency ordinance, the term "marijuana" shall mean all items included in Health and Safety Code Sections 11018 and 11018.1. The term "indoor cultivation" shall mean cultivation inside a fully enclosed private residence as defined in Health and Safety Code Section 11362.2(b)(2). The term "outdoor cultivation" shall mean any cultivation that is not defined as indoor cultivation as defined in Health and Safety Code Section 11362.2(b)(2).

SECTION 3. INTERIM URGENCY ORDINANCE. The City Council does hereby, pursuant to Government Code Section 65858(a), impose an interim urgency ordinance for forty-five (45) days, issuing interim regulations as stated in Section 2, above.

SECTION 4. EFFECTIVE DATE. Enforcement of this interim urgency ordinance shall be suspended until November 9, 2016, and shall be automatically void should Proposition 64 fail to pass on November 8, 2016.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of San Bruno hereby declares that it would have adopted this Ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

SECTION 6. This is an interim urgency ordinance and requires a 4/5 vote of approval of all of the members of the City Council and goes into effect immediately upon its adoption.

SECTION 7. This interim urgency ordinance shall be published once within fifteen (15) days of its adoption. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall have it posted in three (3) public places designated by the City Council.

Jim Ruane, Mayor

ATTEST:

Carol Bonner, City Clerk

APPROVED AS TO FORM:

Marc Zafferano, City Attorney

--oOo--

I hereby certify that foregoing **Interim Urgency Ordinance No. _____**
was adopted at a regular meeting of the San Bruno City Council on _____, 2016
by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Carol Bonner, City Clerk