



City of Palo Alto

City Council Staff Report

(ID # 6043)

Report Type: Consent Calendar

Meeting Date: 8/24/2015

Summary Title: City of Palo Alto/JPB MOU

Title: Approval of Memorandum of Understanding Between the City of Palo Alto and the Peninsula Corridor Joint Powers Board Regarding Vegetation Removal and Fencing Enhancements and an Intrusion Detection System Beta Test in the Caltrain Corridor in Palo Alto and the Adoption of a Related Budget Amendment Ordinance in the Amount of \$390,400

From: City Manager

Lead Department: City Manager

Recommendation

Staff recommends that Council:

1. Approve the attached draft Memorandum of Understanding (MOU) between the City of Palo Alto and the Peninsula Corridor Joint Powers Board (JPB) regarding vegetation removal, fencing enhancements, and an intrusion detection system beta test in the Palo Alto portion of the Caltrain corridor (Attachment A);
2. Approve a Budget Amendment Ordinance (BAO) to provide an additional appropriation from the Stanford Medical Center Development Agreement Fund (Health Services) for the Project Safety Net program in the amount of \$390,400 (Attachment B).

Background

Restricting access to the Caltrain tracks is a necessity in our community's effort to eliminate the "suicide hotspot" that exists along the section of Caltrain tracks in Palo Alto. "Means restriction" (limiting or inhibiting access to proven lethal means) is a recognized, important component in any effort to reduce suicide rates. The City has reached agreement with the JPB, which oversees Caltrain, to provide adequate fencing along the entire eastern section of the four miles of Caltrain tracks in Palo Alto. This MOU lays out the scope and costs of that work. Caltrain is currently studying potential enhancements for the west side of the Caltrain right-of-way (ROW) in Palo Alto.

Under the MOU, the JPB will install 8-foot welded wire fencing along the entire east side

(Alma Street side) of the Caltrain corridor where it is currently substandard or absent (8-foot welded wire fencing currently exists between San Antonio Avenue and Oregon Expressway). In order to install the new fencing, existing substandard fencing must be removed and vegetation cleared in areas where the new fencing is to be installed. The new fencing will be installed approximately 30 feet from the tracks.

The cost of installing new fencing and the removal of old fencing is approximately \$420,000 and will be paid for by Caltrain. The cost of vegetation removal is \$168,000 and will be paid for by the City as a reimbursement to Caltrain, who will contract with one of their vegetation removal vendors. The City will approve the removal of any trees.

Additionally, the City of Palo Alto and Caltrain have agreed to install an 18-inch three-cable anti-climb winglet on top of both new and existing 8-foot welded wire fencing for the full length of the east side portion of the Caltrain corridor in Palo Alto. The cost of the winglet and installation is \$108,000 and will be paid for by the City as a reimbursement to Caltrain, who will contract with one of their fence installation vendors.

The City will pay a total of \$276,000 to Caltrain as reimbursements if Council approves this MOU and BAO. Funding will come from the Stanford development funds.

In addition to the installation of new fencing, the anti-climbing winglet, and the vegetation removal, the City of Palo Alto and the JPB will also conduct an intrusion detection system beta test at the Meadow crossing.

Intrusion detection systems (IDS's) are a best practice for rail and transportation security. However, most such systems are heavily reliant on cameras being monitored by staff which is expensive, due to labor costs.

The City of Palo Alto and Caltrain were approached by a vendor, CSC Integrations of Santa Clara, CA, offering a free trial of new technologies called the Suicide and Accident Intervention System (SAAIS). Unlike traditional IDS's, the SAAIS developed by CSC Integrations utilizes automated algorithms (i.e. analytics) to evaluate images and sensor data to generate alarms and warnings.

Further, the SAAIS is not just basic cameras. It includes thermal night vision cameras, microwave "virtual trip wires," and other sensors designed to automatically alert authorities when unsafe conditions are present.

The test system will be placed at the East Meadow rail crossing and, conservatively, will have a range of 1,000 feet in both directions up and down the Caltrain ROW. Other cameras will cover the area around the intersection.

SAAIS alarms and warnings during the test period will be reviewed by both City and CSC Integrations staff to evaluate the performance of the system. The City will also pay the vendor to remotely monitor the system's camera feeds and other functions from 6:00 PM to 2:00 AM during the 60 day trial period at a cost of \$14,400 (\$7,200 per month). During this time Track Watch guards will still be present at their four current locations.

When needed, the Palo Alto Police Department's 911 Communications Center will notify the Caltrain control center in the event of a perceived safety threat. This reporting protocol is the same as it today when Track Watch or a citizen calls 911 because of a perceived safety threat.

Following the 60 day test and evaluation period, the City will have the option to purchase the SAAIS system, which would then be installed at the Meadow crossing by CSC Integrations for \$172,000. If the pilot is successful and staff believes that the SAAIS provides an effective solution to monitor the tracks and intersections, staff will return to Council with an additional funding request to purchase the equipment for one or more intersections.

The test and evaluation period will commence when the equipment is installed and performing properly. This will likely be in September 2015.

Staff is also requesting authorization for \$50,000 to spend on temporary fencing, if deemed necessary and feasible, during vegetation removal and fencing installation. This estimate is based on budgetary quotes at this time which range between \$40,000 and \$90,000. Staff will issue a solicitation for the temporary fencing to identify a qualified bidder.

Additionally, staff asks for a \$50,000 contingency for the work items mentioned above to address unforeseen issues and/or costs.

Scheduling and Communication

Scheduling and coordination of this work will require careful planning on the part of the City of Palo Alto, Caltrain, and CSC Integrations staff. City staff will provide updates to Council as they become available. Currently, City staff anticipates all work to be completed by October 31, 2015.

Resource Impact

The Stanford Medical Center Development Agreement Health Services funds set aside for Project Safety Net are sufficient to cover the City's financial obligations mentioned above.

In FY 2012, the City Council allocated \$2 million of Stanford Medical Center development Agreement funds for Project Safety Net. By the end of FY 2015, staff

estimates that cumulatively \$713,319 will have been spent on this effort over the course of the last four years.

With the additional funding approved in the FY 2016 adopted budget in the amount of \$567,567, the ending balance of this allocation is projected to be \$719,114.

With the recommended budget action in the amount of \$390,400, the projected available fund balance for Project Safety Net will be reduced to \$328,714. Therefore, sufficient fund balance is available for this activity; however, given current funding trends, the allocated funds from the Stanford Medical Agreement will not be sufficient to cover Track Watch expenses at their current rate in FY 2017.

Attachments:

- Attachment A: Draft Caltrain MOU_8-20-2015 (DOC)
- Attachment B: Budget Amendment Ordinance (DOCX)
- Attachment C: Public Letters to Council (PDF)

**MEMORANDUM OF UNDERSTANDING AND FUNDING AGREEMENT
REGARDING SAFETY IMPROVEMENTS WITHIN THE CALTRAIN CORRIDOR IN THE
PALO ALTO CITY LIMITS**

This Memorandum of Understanding and Funding Agreement (the “**Agreement**”) is entered into this _____ day of _____, 2015, by and between the Peninsula Corridor Joint Powers Board, a public agency (“**JPB**”), and the City of Palo Alto, a municipal corporation (“**City**”).

RECITALS

- A. The JPB and its member agency partners are focused on increasing safety throughout the entire Caltrain corridor to reduce accidents, including intentional acts (suicides), using a variety of strategies, including fencing, grade crossing safety improvements, outreach and education to the public and with mental health service providers, and enforcement.
- B. In response to a number of suicides on the Caltrain corridor, including young men and women within the Palo Alto city limits, the JPB and City initiated discussions on possible safety enhancements to reduce access to the rail corridor. Pursuant to those discussions the JPB identified available funding and specific safety improvements that it could fund and install within the Palo Alto city limits. The City and community partners identified additional safety enhancements beyond the JPB’s standard design and available funding and desire to add these as additional deterrent (means restriction) and have committed to fund these incremental additional safety enhancements.
- C. The JPB and City also are interested in demonstrating technology under a “Proof of Concept” pilot project (“Pilot Technology Project”) to determine if the application of technology within the rail corridor and at grade crossings can further reduce trespassing and accidents. Pursuant to this interest, the JPB and City have received an unsolicited proposal from a safety and security technology provider and have agreed to apply this technology to one location within the city limits to test and gather data on the effectiveness of this technology.
- D. The parties enter into this Agreement to establish the rights, obligations and procedures to accomplish the installation of the JPB standard safety enhancements, the additional

means restriction enhancements requested by the City, and the Pilot Technology Project.

NOW, THEREFORE, JPB and City agree as follows:

SECTION I

JPB agrees:

1. To manage, oversee, and implement the following JPB standard safety enhancements and the City-requested additional means restriction enhancements, in accordance with the following scope of work:
 - A. On the east side of the Caltrain corridor, from the northern city limit border to the southern city limit border, the JPB will upgrade all perimeter fencing by removing required vegetation and substandard fencing and installing additional, new 8-foot welded wire fencing. The JPB and their contractors will work in collaboration with the City of Palo Alto to coordinate vegetation removal to ensure no more vegetation is removed than necessary to install the new fencing. The JPB will not remove any tree unless approved in advance by the City. ("Tree" means any plant measuring 4" in diameter at 4'6" in height.) Combined with already installed 8-foot welded wire fencing on the east side, this will create a contiguous 8-foot welded wire perimeter fence on the east side of the right of way, with the exception of public access points (at grade crossings, street crossings, Caltrain station/platform access). The cost of this additional fencing is \$420,000 and will be funded in full by the JPB from its available safety and security grant sources. Vegetation removal costs to allow this fencing upgrade will be funded in full by the City as covered below in Section II.
 - B. At the City's request the JPB will add to the existing and newly installed fencing on the east side of the corridor only, a 45 degree, 18-inch anti-climbing fence winglet with 3 wire strands to provide additional means restriction to the corridor. Winglet material and installation costs will be funded by the City as covered below in Section II.

- C. The JPB will provide the Pilot Technology Project provider (“Technology Provider”) access to the corridor to allow the installation of various components, including multiple cameras, sensors, and data communications equipment. The JPB will also provide corridor access to the City to provide the required electrical power and communications/data links to the City’s backbone system. Beyond identifying the installation locations of equipment and providing access and protection of work crews to complete the installation, the JPB will have no further financial obligation for the Pilot Technology Project.
2. To complete the safety enhancements at the costs specified in this Agreement. Any cost overruns for the agreed upon work scope will be the responsibility of the JPB with the exception of any changes requested by the City that result in additional scope that require additional labor and materials, or changes in schedule of the work resulting from City-caused delays that result in higher costs due to demobilization and remobilization of contractors.
 3. To serve as Project Manager, fiscal agent and awarding authority for all contracts and change orders required to undertake and complete the vegetation removal, substandard fencing removal, new fencing installation and anti-climbing wingle installation. The JPB will work in cooperation with the City to complete this work in an expeditious manner, with the goal to complete all vegetation and fencing work by the end of October 2015. The final schedule for the full installation of the Pilot Technology Project is subject to final approval of the design and installation details being coordinated between the JPB, City, and the Technology Provider.
 4. To provide the City with final invoices for the City-requested safety enhancements upon completion of the work in order for the City to provide its reimbursement to the JPB.
 5. To retain all books, documents, papers, accounting records and other evidence pertaining to costs of the work described herein as required by California law.

SECTION II

City agrees:

1. To provide at its cost the City resources required to assist JPB staff and its vegetation subcontractor with a final field survey and any required marking of the vegetation to be removed to facilitate fencing installation, and to complete any required notifications to City residents, the public and adjacent community prior to the start of vegetation removal work. The City will coordinate all responses to inquiries received from the public in an expeditious manner and will cooperatively participate with the JPB to facilitate the JPB's timely delivery of the safety enhancements at every stage of the work.

To provide a Project Manager who will provide direction on the vegetation removal, identifying and approving in advance any and all trees that are to be removed.

To install temporary fencing, if desired by the City, on the east side of the corridor in advance of any vegetation removal or sub-standard fencing removal or at another time as determined by the City. The City will pay for and install the temporary fencing in coordination with the JPB.

2. To reimburse the JPB in the sum of \$168,000 for the removal of vegetation to allow the fencing work scope to be completed. Any and all costs required to complete any additional vegetation removal if requested by the City and not required for the agreed upon scope of work will be the responsibility of the City.
3. To reimburse the JPB in the sum of \$108,000 for the materials and installation of the 18-inch anti-climbing fence winglet on top of the JPB's east side 8-foot welded wire fencing extending the full length of the east side of the Palo Alto corridor.
4. To directly manage, and fund any and all costs for the installation of the Pilot Technology Project with the exception of access and protection for any work crews on JPB property required to complete the system installation and testing. This technology will be installed at the Caltrain/Meadow Drive crossing. Prior to access to the corridor for installation of the technology, the City will work with the JPB to obtain from Technology Provider indemnification and proof of insurance in a form satisfactory to the JPB. All utility connection and service costs for electrical power and communications will be the

responsibility of the City. All monitoring of data, information and alarms generated by this system will be done in City premises with any back office support hardware required by the pilot technology installed at the City's expense. The City, in consultation with the JPB, shall determine the time period for evaluating the Pilot Technology Project. Upon the completion the Proof of Concept time period, the technology will be removed unless the City requests and the JPB agrees that the technology may remain in active use on the JPB's property. The City shall be responsible for the expense of removal. JPB will assume the cost of providing appropriate access and protection for any removal crews. The City may elect to purchase the equipment at the City's sole expense if the JPB agrees that the technology can remain in active use on JPB property.

5. To assume all responsibility, in coordination with the Technology Provider, for any maintenance, repair, and upkeep of the pilot technology equipment.
6. The JPB will coordinate with the City, the timing of the vegetation removal and the installation of new fencing in such a manner as to ensure installation of new fencing follows vegetation removal as quickly as possible.

SECTION III

It is mutually agreed:

1. Project Details.

The scope of services, costs, and project schedule in the agreement constitute the entire scope of work agreed upon by the JPB and City. The JPB makes no representations that additional safety enhancements such as fencing in other locations other than the east side scope described herein or the expansion of Pilot Technology Project to other locations will be funded or completed. Any such additional work will be the subject of separate discussions and agreements including the identification of any available non-JPB funding for future work as well as a JPB prioritization of safety enhancements throughout the entire rail corridor.

2. Payments and Accounting Process.

The JPB will issue all contracts to complete the scope of work for the vegetation and substandard fencing removal, installation of new 8-foot welded wire fencing, and installation of the anti-climbing winglet for all 8-foot welded wire fencing on the east side of the right of way. The JPB will make all payments directly to the contractors used to complete this scope of work.

Upon completion of the vegetation removal work, the JPB shall submit to the City an invoice in the amount of \$168,000 to be paid by City within 30 days or as soon thereafter as practicable.

Upon completion of the fencing installation, including the completion of the anti-climbing winglet to all existing and new east side 8 foot welded wire fencing, the JPB shall submit to the City an invoice in the amount of \$108,000 to be paid by City within 30 days or as soon thereafter as practicable.

The City will directly initiate and pay for any and all work associated with the installation of the Pilot Technology Project including all City required utilities and back office connections.

3. Related Staffing Costs.

Except as explicitly stated in this Agreement, the parties agree that neither shall charge the other for costs of agency staff required to complete tasks under this Agreement.

4. Alterations to the Agreement.

No alteration or variation of the terms of this Funding Agreement shall be valid unless made in writing and signed by both of the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties hereto.

5. Indemnity.

A. The JPB shall defend, indemnify, and hold harmless the City, its officers, directors, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or

indirect (including any and all costs and expenses in connection therewith), incurred by reason of negligence or intentional misconduct of the JPB, its officers, directors, employees, agents, or contractors or any of them in connection with this Agreement.

B. The City shall defend, indemnify, and hold harmless JPB, its officers, directors, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of negligence or intentional misconduct of the City, its officers, directors, employees, agents, or contractors or any of them in connection with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

City of Palo Alto

Peninsula Corridor Joint Powers Board

By: _____
James Keene
City Manager

By: _____
Jim Hartnett
Executive Director

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Attorney

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR FISCAL YEAR 2016 TO PROVIDE AN ADDITIONAL APPROPRIATION OF \$390,400 FROM THE STANFORD MEDICAL CENTER DEVELOPMENT AGREEMENT FUND TO THE COMMUNITY SERVICES DEPARTMENT PROJECT SAFETY NET PROGRAM TO PROVIDE FOR VEGETATION REMOVAL AND INSTALLATION FOR ANTI-CLIMB FENCING ALONG THE CALTRAIN CORRIDOR IN PALO ALTO

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 15, 2015 did adopt a budget for fiscal year 2016; and

B. In response to increased frequency of teen suicides, the City of Palo Alto through its Project Safety Net program, is partnering with Caltrain to provide means restrictions through vegetation removal and the installation of new fencing and anti-climb winglets along the Caltrain corridor; and

C. The City of Palo Alto has agreed to fund vegetation removal along the entire east-side of the Caltrain corridor (Alma Street) at a cost of \$168,000; and

D. The City of Palo Alto has agreed to fund the installation of an 18 inch, three cable anti-climb winglet along all of the fencing in the Caltrain corridor at a cost of \$108,000 in addition to temporary fencing at a cost of \$50,000; and

E. Staff recommends testing a Suicide and Accident Intervention System (SAAIS) at a cost of \$14,400 for a 60-day trial period; and

F. A contingency is established in the amount of \$50,000 for unforeseen expenses during the implementation of the activities listed above.

SECTION 2. Therefore, the sum of Three Hundred Ninety Thousand Four Hundred Dollars (\$390,400) is hereby appropriated to the Community Services Department Project Safety Net Program and the ending fund balance in the Stanford Medical Center Development Agreement Fund is decreased by Three Hundred Ninety Thousand Four Hundred Dollars (\$390,400).

SECTION 3. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 4. The actions taken in this ordinance do not constitute a project requiring environmental review under the California Environmental Quality Act (CEQA).

INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

APPROVED:

Senior Assistant City Attorney

City Manager

Director of Administrative Services

Director of Community Services

Carnahan, David

From: Keene, James
Sent: Tuesday, August 11, 2015 1:53 PM
To: brian susan anuskewicz
Cc: Council, City; Shikada, Ed; Hackmann, Richard; Passmore, Walter; Jensen, Peter
Subject: Re: Caltrain/COPA Safety Enhancement with photo below

thanks



James Keene | City Manager
250 Hamilton Avenue | Palo Alto, CA 94301
E: james.keene@cityofpaloalto.org

Sent from my Macbook

Please think of the environment before printing this email – Thank you

On Aug 11, 2015, at 1:31 PM, brian susan anuskewicz <basdesigns@icloud.com> wrote:

Greetings to James Keene, Richard Hackmann, Mayor Holman and Peter Jensen,

Thank you for your email responses with regards to my concerns. Communicating and updating goes a long way in bringing clarity.

I look forward to meeting with Peter Jensen this Thursday morning and listening to what the city has developed thus far for the fencing/vegetation removal process.

I also would like to take James Keene's offer up on a meeting in the near future where we can review the city's process after there is a final agreement with Caltrain.

A good first step was Peter Jensen's invitation to meet with me. Let's begin here.

With best regards,

Brian

On Aug 11, 2015, at 10:18 AM, Keene, James <James.Keene@CityofPaloAlto.org> wrote:

Brian,

Truly, we understand your concern. We are finalizing the agreement with CalTrain in the next few weeks. After that, we will have a 14 day period, with any trees to be removed tagged in the field. We would be happy for you to drop by City Hall and Peter Jensen (our landscape architect) and Richard Hackman (in my office) can go over the plans and process for the section you mention.

Richard, please reach out.

[\[cid:ACE02DF9-E47A-431B-8814-CD0894895CD2@hsd1.ca.comcast.net.\]](mailto:ACE02DF9-E47A-431B-8814-CD0894895CD2@hsd1.ca.comcast.net)

James Keene | City Manager
250 Hamilton Avenue | Palo Alto, CA 94301
E: james.keene@cityofpaloalto.org <<mailto:james.keene@cityofpaloalto.org>>

Sent from my Macbook

Please think of the environment before printing this email – Thank you

On Aug 11, 2015, at 9:52 AM, brian susan anuskevicz
<basdesigns@icloud.com<<mailto:basdesigns@icloud.com>>> wrote:

Greetings to All,

The city is currently engaged as part of the safety enhancement in the placement of an 8 ft. height fence along the Caltrain r.o.w. throughout the 4 miles of track in Palo Alto. In contacting city officials over the last few weeks I have presented a question about this installation.

“Where exactly will the fencing be placed on the East side of the Caltrain tracks in the area between PA station and the Embarcadero corridor and how are the existing trees/vegetation being affected?”

I inquired at random as I do not know even now who is leading this project and is responsible for addressing questions from residents. City officials thru the recent community informational forum on July 27th had many other things to say, including comments such as:

“as well as the necessary vegetation removal to accommodate the new fencing”

“The city arborist is working closely with Caltrain to ensure as much as possible of the

vegetation screen is maintained.”

“The city Urban Forestry team will be conducting outreach to the residents who live along Alma and may be impacted by the vegetation removal.”

The Vegetation & Brush Removal powerpoint illustrates this University/Embarcadero corridor as green- Minimally Noticeable.

“At this point, our arborist has assured me that no trees would be removed- but there is no doubt that weedy shrubbery beneath the trees could be removed if more extensive fencing is installed.” and “an extensive outreach to folks along the Alma corridor and on the west side of Caltrain will be essential. We will be sure to work with you.” James Keene's correspondence with me on June 21,2015.

So why am I not feeling confident from multiple assurances that all is going to be well along the Caltrain/Alma corridor?

Well, my initial question has yet to be answered and there has been no outreach to me [or other residents] beyond the forum back on July 27th. Currently there is nowhere to direct questions to be better informed as to the city's process or offer input.

I have scheduled a meeting with Peter Jensen for Thursday morning to discuss my concerns.

Most troublesome is that the city's annual removal of vegetation along Alma/Caltrain r.o.w. of past removes the ability to be assured.
Please reference photo below.

I want to see the best happen for all of the residents who will be effected. The city seriously needs to protect the privacy and the quality of those who live here. How is this going to happen without answers or dialogue?

With best regards,

Brian Anuskewicz
Alma Street

This photo of Public Works vegetation removal was sent to city council & officials on July 07.2010- 900 block Alma St.<DSC00004.jpg>

City of Palo Alto | City Clerk's Office | 8/12/2015 7:51 AM

ability to be assured.

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With best regards,

**Brian Anuskewicz
Alma Street**

This photo of Public Works vegetation removal was sent to city council & officials on July 07.2010- 900 block Alma



St.

Carnahan, David

From: Hackmann, Richard
Sent: Tuesday, August 11, 2015 10:22 AM
To: Keene, James; brian susan anuskewicz
Cc: Council, City; Shikada, Ed; Passmore, Walter; Jensen, Peter
Subject: RE: Caltrain/COPA Safety Enhancement with photo below

Thank you Jim...

Brian,

I saw in your email that you are meeting with Peter Jensen of our staff on Thursday. He can provide you with as much clarity as we have at this time on the vegetation removal aspect of the project.

Is that meeting sufficient for you or are there other concerns you'd like addressed?

Regards,

Richard

From: Keene, James
Sent: Tuesday, August 11, 2015 10:18 AM
To: brian susan anuskewicz
Cc: Council, City; Shikada, Ed; Hackmann, Richard; Passmore, Walter; Jensen, Peter
Subject: Re: Caltrain/COPA Safety Enhancement with photo below

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Richard, please reach out.



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