

BOARD of SUPERVISORS



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## MEMORANDUM

### CITY OPERATIONS AND NEIGHBORHOOD SERVICES

#### SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor John Avalos, Chair  
City Operations and Neighborhood Services

FROM: Gail Johnson, Committee Clerk

DATE: December 6, 2011

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**  
Tuesday, December 6, 2011

The following file should be presented as a **COMMITTEE REPORT** at the December 6, 2011, Board Meeting. This item was acted upon at the Committee Meeting on Monday, December 5, 2011, at 10:00 a.m., by the votes indicated.

Item No. 42            File No. 110966

Ordinance amending the San Francisco Park Code Section 3.20 to: 1) require the Recreation and Park Department to offer long term management agreement to the National Park Service for certain property under the jurisdiction of the Recreation and Park Commission located in San Mateo County that is within the Golden Gate National Recreation Area's legislative boundary (Sharp Park); and 2) making environmental and other findings.

REFERRED WITHOUT RECOMMENDATION AS A COMMITTEE REPORT

Vote:            Avalos:            Aye  
                     Mar:                Absent  
                     Elsbernd:        Aye

cc: Angela Calvillo, Clerk of the Board  
Cheryl Adams, Deputy City Attorney  
Rick Caldeira, Legislative Deputy Director  
Binder Copy



File No. 1109666

Committee Item No. 8

Board Item No. \_\_\_\_\_

**COMMITTEE/BOARD OF SUPERVISORS**  
AGENDA PACKET CONTENTS LIST

Committee CITY OPERATIONS AND  
NEIGHBORHOOD SERVICES

Date 12/5/11

Board of Supervisors Meeting

Date 12/6/11

**Cmte Board**

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget Analyst Report
- Legislative Analyst Report
- Introduction Form (for hearings)
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Award Letter
- Application
- Public Correspondence \*

**OTHER**

(Use back side if additional space is needed)

- Document Replacement Form - Public Correspondence\*
- Historic Resource Evaluation Response\*
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Gail Johnson

Date 12/1/11

Completed by: YG

Date 12/6/11

\* An asterisked item represents the cover sheet to a document that exceeds 25 pages.  
The complete document is in the file.

1 [Park Code - Long Term Management Agreement with the National Park Service for Sharp  
2 Park]

3 **Ordinance amending the San Francisco Park Code by amending Section 3.20 to: 1)**  
4 **require the Recreation and Park Department to offer a long term management**  
5 **agreement to the National Park Service for certain property under the jurisdiction of the**  
6 **Recreation and Park Commission located in San Mateo County that is within the**  
7 **Golden Gate National Recreation Area's legislative boundary (Sharp Park); and 2)**  
8 **making environmental and other findings.**

9 NOTE: Additions are *single-underline italics Times New Roman*;  
10 deletions are *strike-through italics Times New Roman*.  
11 Board amendment additions are double-underlined;  
12 Board amendment deletions are ~~strikethrough normal~~.

13 Be it ordained by the Board of Supervisors of the City and County of San Francisco:

14 Section 1. Environmental Findings.

15 The following determination has been made under the California Environmental Quality  
16 Act (Cal. Pub. Res. Code Sections 21000 et seq.) ("CEQA") with respect to adoption of this  
17 ordinance: \_\_\_\_\_ Said determination is on file with the Clerk of the Board  
18 of Supervisors in File No. \_\_\_\_\_, and is incorporated herein by reference.

19 Section 2. The San Francisco Park Code Section 3.20 is hereby repealed in its  
20 entirety.

21 Section 3. The San Francisco Park Code Section 3.20 is hereby replaced, to read as  
22 follows:

23 **SEC. 3.20. SHARP PARK LONG TERM MANAGEMENT AGREEMENT.**

24 (a) Findings.

25 (1) Entering into a long-term management agreement with the National Park Service ("NPS")

to manage property under the jurisdiction of the Recreation and Park Commission located in San

1 Mateo County that is within the legislative boundary of the Golden Gate National Recreation Area  
2 ("Sharp Park") could provide San Francisco with the opportunity to further the public purposes of:  
3 providing recreation opportunities consistent with modern recreation demands, preserving and  
4 allowing for the restoration of wildlife habitats, preserving historical resources, protecting coastal  
5 resources, and preserving land for park purposes.

6 (2) All Bay Area residents deserve safe, well-maintained, and sustainable parks in which to  
7 play, engage in nature exploration, relax, and build community.

8 (3) Moreover, San Franciscans deserve parks that supply, insofar as possible, recreation that is  
9 consistent with modern recreation demands.

10 (4) The City and County of San Francisco must also ensure the equitable distribution of  
11 recreation dollars among our neighborhoods. In the 2011-12 Recreation and Park Department  
12 Operating Budget, the Open Space Fund contribution surpassed the General Fund subsidy for the first  
13 time, and the General Fund subsidy has declined 25% over the last 5 years. The decrease in public  
14 funding for parks puts pressure on the Recreation and Park Department to meet financial obligations  
15 by other means.

16 (5) In 2004, the Recreation and Park Department conducted a Recreation Assessment and  
17 released a Recreation Assessment Report detailing the recreational preferences of San Francisco  
18 residents. The report found that the number one recreation demand in San Francisco is for more  
19 walking and biking trails.

20 (6) In 2010, the Neighborhood Parks Council surveyed 1,443 San Francisco residents, asking  
21 dozens of questions about San Francisco's parks. In one question, respondents were asked to list three  
22 priorities for park funding. Of the nearly 100 different responses, sustainability came in fifth, behind  
23 only general park maintenance, better athletic fields, more programming, and improved safety.

24 (7) Sharp Park is increasingly at risk as the climate warms and the sea level rises. San  
25 Francisco can adapt to climate change by protecting viable migratory paths for wetlands, inland and

1 upland from the coast, and by prioritizing the creation and protection of habitat linkages that connect  
2 natural areas and parks.

3 (8) San Francisco also has a responsibility to protect sensitive species and their habitats, and  
4 encourage their recovery. At Sharp Park, San Francisco has a special opportunity to implement the  
5 recovery goals and objectives for the endangered San Francisco garter snake and the threatened  
6 California red-legged frog, as established by the United States Fish and Wildlife Service's recovery  
7 plans for each species.

8 (9) Experts on coastal wetlands restoration have declared that Sharp Park "represents one of  
9 the best opportunities in the Central Coast region to improve and restore impaired lagoon wetland  
10 habitats for endangered species." (PWA-ESA 2011). Because of the existence and potential for  
11 significant restoration for endangered species, of which the "restoration of garter snake habitat at  
12 Sharp Park has been identified as a key recovery goal by the U.S. Fish and Wildlife Service" (USFWS  
13 1985), restoration and development of habitat-compatible recreation can attract federal and state  
14 endangered species recovery and ecosystem restoration funding."

15 (10) Working in partnership with the NPS, San Francisco has an opportunity to: provide  
16 recreational opportunities that are consistent with modern recreational demands, equitably distribute  
17 scarce recreation resources in San Francisco, address land management challenges posed by climate  
18 change and sea level rise, protect and recover endangered species and create a more sustainable and  
19 resilient public park at Sharp Park.

20 (11) Approval of this ordinance is a preliminary step in the process of potentially entering into an  
21 agreement with NPS for long-term management of Sharp Park. Approval of such an agreement is  
22 contingent upon a number of subsequent steps, including but not limited to NPS agreeing to develop the  
23 Agreement, as defined below, the successful development of the Agreement, approval of the Agreement,  
24 following the completion of any required environmental analysis by the City and County of San  
25 Francisco ("City") under CEQA and by NPS under the National Environmental Policy Act ("NEPA").

1 Nothing in this Ordinance implements any approvals of the Agreement, or grants any entitlements to  
2 the NPS, nor does adoption of this Ordinance foreclose the possibility of considering alternatives or  
3 mitigation measures to the Agreement, including a no action alternative or an alternative that includes  
4 retention of all or portions of Sharp Park Golf Course, and while this Ordinance sets forth many of the  
5 potential terms of a proposed Agreement, it does not set forth all of the material terms and conditions  
6 of a project proposal. A transaction of the type contemplated in this ordinance involves many terms  
7 and conditions that have not yet been agreed upon, and it is expressly contemplated by the Board of  
8 Supervisors that binding agreements will have to be negotiated, agreed and ultimately approved  
9 through applicable public processes, including approval by the Board of Supervisors.

10 (12) Changes to the long-term management of Sharp Park that may occur under a proposed  
11 agreement with the NPS shall not proceed unless and until the City and NPS negotiate, execute and  
12 deliver mutually acceptable agreements based upon information produced from any required CEQA  
13 and NEPA environmental review processes, other public review and hearing processes, and subject to  
14 all applicable governmental approvals. The City retains the absolute sole discretion to propose terms,  
15 consistent with this ordinance, for inclusion in the Agreement, and as may be necessary to comply with  
16 CEQA, if applicable. Approval of this ordinance grants NPS no vested rights, does not authorize or  
17 require any construction or other physical alteration of Sharp Park, results in no approved  
18 development plan for Sharp Park, and no legal obligations will exist unless and until the City and NPS  
19 negotiate, execute and deliver mutually acceptable agreements based upon information produced from  
20 applicable environmental review processes, and on other public review and hearing processes, subject  
21 to all applicable governmental approvals.

22 (b) In order to provide recreation benefits consistent with the modern recreational needs of all  
23 San Franciscans, Bay Area residents, and visitors, no later than March 1, 2012, the General Manager  
24 of the Recreation and Park Department ("General Manager.") shall offer to close Sharp Park Golf  
25 Course and offer to the NPS the opportunity to create a long-term management agreement

1 ("Agreement") with the City for Sharp Park in a manner that meets the policy objectives, findings, and  
2 goals of the City as set forth in this ordinance and consistent with: (i) the National Park Service's  
3 Organic Act, 16 U.S.C. §§ 1 et seq., and Management Policies; (ii) Golden Gate National Recreational  
4 Area's ("GGNRA") enabling legislation, Public Law 92-589; and (iii) GGNRA's Mori Point, Sweeney  
5 Ridge, and Milagra Ridge management plans. If the NPS is willing to consider the opportunity for  
6 long-term management of Sharp Park, then the General Manager shall take all actions necessary to  
7 negotiate the Agreement in partnership with the NPS consistent with the policy specified in subsection  
8 (c) below. The General Manager is authorized to and shall discuss with the NPS, among other options  
9 and terms, the closure of Sharp Park Golf Course. During the period between the NPS informing the  
10 General Manager of its willingness to negotiate an agreement with the City and either (i) the approval  
11 or denial of the Agreement or (ii) NPS informing the General Manager of its intent to cease  
12 negotiations with the City, the City shall not enter into any new leases, contracts, or agreements for the  
13 operation of the golf course, but may continue to operate existing golf amenities, so long as the City  
14 complies with all applicable federal and state environmental regulations and permitting requirements,  
15 including, but not limited to, the Endangered Species Act, 16 U.S.C. §§ 1531 et seq.

16 (c) The General Manager shall consult with the NPS and develop a collaborative policy that  
17 achieves the following objectives and goals of the City: (i) ensures that Sharp Park remains secure, free  
18 of vandalism and incompatible uses, and is properly maintained during the period of negotiations over  
19 any Agreement; (ii) identifies actions the Department and NPS will take to propose an Agreement with  
20 the City for Sharp Park, (iii) creates a schedule and financial road map, to be incorporated into any  
21 Agreement, for each party to complete those actions specified in subsection (ii); (iv) discusses terms,  
22 which may be incorporated into the Agreement, that ensure that the NPS utilizes existing facilities to  
23 provide compatible and public-serving uses such as a community and visitor center with appropriate  
24 and feasible recreation; (v) discusses terms, which may be incorporated into the Agreement, that  
25 provide for trail-based recreation, support stewardship of park lands, enhance nature-based



1 educational opportunities, and provide other public recreation opportunities where appropriate and  
2 feasible; (vi) establishes proposed dates, to be incorporated into the Agreement, to end existing uses  
3 inconsistent with the Agreement, and to fully transition land management to the NPS as specified in  
4 subsection (b) above; and (vii) discusses terms, which may be incorporated into the Agreement, that  
5 ensure that the NPS provides public recreation opportunities consistent with the National Park  
6 Service's Organic Act, 16 U.S.C. Sections 1 et seq., GGNRA's enabling legislation, Public Law 92-589,  
7 NPS Management Policies, and GGNRA's Mori Point, Sweeney Ridge, and Milagra Ridge  
8 management plans.

9 (d) In the course of exploring an agreement with NPS for the long-term management of Sharp  
10 Park, the Board of Supervisors shall consider, in addition to the items listed in subsection (c) above,  
11 affording all City of Pacifica residents the right to purchase San Francisco resident golf cards and to  
12 play at all of San Francisco's municipal courses at San Francisco resident rates for a minimum of five  
13 in order to reduce recreational impacts that could result from closure of Sharp Park Golf Course  
14 should the Board of Supervisors approve an agreement with NPS which provides for the closure of  
15 Sharp Park Golf Course. .

16 (e) In the event an agreement between the City and NPS for the long-term management of  
17 Sharp Park is approved and Sharp Park Golf Course is closed as a result, the City shall offer positions  
18 to all City employees employed at Sharp Park Golf Course, consistent with applicable civil service  
19 rules and collective bargaining agreements.

20 (f) This ordinance shall not apply to Sharp Park lands currently operated for archery purposes  
21 unless a Memorandum of Agreement is entered into between the organizations operating the archery  
22 range and NPS.

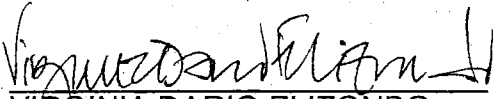
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1           (g) The General Manager shall provide a written report to the Board of Supervisors on the  
2 status of negotiations with NPS regarding a potential agreement for the long-term management of  
3 Sharp Park by June 1, 2012, and quarterly thereafter until such time as negotiations are complete.

4 APPROVED AS TO FORM:  
5 DENNIS J. HERRERA, City Attorney

6 By:   
7 VIRGINIA DARIO ELIZONDO  
8 Deputy City Attorney

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## LEGISLATIVE DIGEST

[Park Code – Long Term Management Agreement with the National Park Service for Sharp Park]

### **Ordinance amending the San Francisco Park Code by amending Section 3.20**

**1) requiring the Recreation and Park Department to offer a long term management agreement to the National Park Service for certain property under the jurisdiction of the Recreation and Park Commission located in San Mateo County that is within the Golden Gate National Recreation Area's legislative boundary ("Sharp Park"); and 2) making environmental and other findings.**

#### Existing Law

In May 2009, the Board enacted legislation requiring the Recreation and Park Department to: develop a plan, schedule, and budget for restoring the habitat for the California red-legged frog and the San Francisco garter snake in Sharp Park, and for transferring Sharp Park to, or developing a joint management agreement with, the Golden Gate National Recreation Area and the City of Pacifica and/or San Mateo County. The plan must comply with all regulatory requirements, including the federal Endangered Species Act, and be in accord with the deed granting Sharp Park to San Francisco, as well as with the San Francisco Administrative Code. The plan must include alternatives that retain or redesign the Sharp Park Golf Course and that eliminate it.

In November 2009, the Recreation and Park Department produced the *Sharp Park Conceptual Restoration Alternatives Report*.

#### Amendments to Current Law

Park Code section 3.20 is replaced in its entirety to:

- Require the General Manager of the Recreation and Park Department offer to the National Park Service (NPS) to enter into a long term management agreement for Sharp Park, which: 1) provides trail-based recreation, 2) supports stewardship of the park, 3) enhances nature-based educational opportunities, all consistent with the NPS' and the Golden Gate National Recreation Area's enabling legislation and management policies, and 4) offers to terminate use of the golf course.
- Prohibit the City from entering into any new leases, contracts or agreements for the operation of the golf course.
- Offer City of Pacifica residents the right to purchase San Francisco resident golf cards and play all of S.F. municipal golf courses at S.F. resident rates for 5 years.
- Require the City to offer positions to all City employees at Sharp Park Golf Course consistent with applicable civil service rules and collective bargaining agreements.

FILE NO.

- Require the RPD GM to provide a report to the Board of Supervisors on the development of the transition plan with the NPS on June 1, 2012, and quarterly thereafter until the transition is complete.
- Changes to the long-term management of Sharp Park that may occur under a proposed agreement with the NPS shall not proceed unless and until the City and NPS negotiate, execute and deliver mutually acceptable agreements based upon information produced from any required CEQA and NEPA environmental review processes, other public review and hearing processes, and subject to all applicable governmental approvals. The City retains the absolute sole discretion to propose terms, consistent with this ordinance, for inclusion in the Agreement, and as may be necessary to comply with CEQA, if applicable. Approval of this ordinance grants NPS no vested rights, does not authorize or require any construction or other physical alteration of Sharp Park, results in no approved development plan for Sharp Park, and no legal obligations will exist unless and until the City and NPS negotiate, execute and deliver mutually acceptable agreements based upon information produced from applicable environmental review processes, and on other public review and hearing processes, subject to all applicable governmental approvals

#### Background Information

Sharp Park ("Park") was deeded to the City for public recreation purposes in 1917, is located in the City of Pacifica, San Mateo County, and bisected by Highway 1. The Park is approximately 410 acres, and includes a golf course, archery range, and open space. Areas of the Park are habitat to the California red-legged frog, listed as a threatened species under the federal Endangered Species Act (ESA), and the San Francisco garter snake, listed as an endangered species under ESA.

Sharp Park is also within the legislative boundaries of the Golden Gate National Recreation Area.



Re: Sharp Park Amendments 

Bill Wycko to: John Avalos

12/01/2011 05:39 PM

Cc: Rachel R. Redondiez, Angela Calvillo, Erica Maybaum, Frances Hsieh, Rick Caldeira, John Rahaim, AnMarie Rodgers

---

I have reviewed the amendments to the Sharp Park legislation that you are proposing as detailed in your communication to me today and have attached my evaluation. I have concluded that this legislation as proposed to be amended would not be a project under CEQA.



Wycko Sharp Park Letter.pdf

John Avalos/BOS/SFGOV



John Avalos/BOS/SFGOV

12/01/2011 04:04 PM

To Bill Wycko/CTYPLN/SFGOV@SFGOV

cc Angela Calvillo/BOS/SFGOV@SFGOV, Rick Caldeira/BOS/SFGOV@SFGOV, Frances Hsieh/BOS/SFGOV@SFGOV, Erica Maybaum/BOS/SFGOV@SFGOV, Rachel R. Redondiez <amihan33@gmail.com>

Subject Sharp Park Amendments

Hi Bill-

Enclosed is a memo and revised legislation with amendments I plan to introduce in committee this coming Monday, Dec. 5.

I would appreciate your immediate response.



Sharp Park.pdf

I've also cc'd the Clerk's office and my aides.

---

John Avalos  
Supervisor District 11  
1 Dr. Carlton B. Goodlett Place Room 244  
San Francisco, CA 94102  
415-554-6975 phone  
415-554-6979 fax



# SAN FRANCISCO PLANNING DEPARTMENT

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December 1, 2011

Dear Supervisor Avalos:

I am in receipt of your letter to me dated December 1, 2011, that sets forth the amendments to your proposed Sharp Park ordinance (File #110966) you have indicated that you will introduce at the City Operations and Neighborhood Services Committee on Monday, December 5, 2011. I have thoroughly reviewed these proposed amendments and have determined that the Sharp Park ordinance would not be a project under the California Environmental Quality Act (CEQA) if this ordinance were revised to incorporate the amendments you are now proposing.

The legislation as proposed to be amended is not considered an approval under CEQA because it does not commit the City to a definite course of action with respect to Sharp Park. It instructs the General Manager of the Recreation and Park Department to offer to the NPS the opportunity to create a long-term management agreement, including an option for closure of the golf course. The legislation specifically provides that adoption of the ordinance is a preliminary step in the process of potentially entering into an agreement with the NPS. It does not approve any agreement or grant any entitlements to the NPS, and it acknowledges that approval of any agreement would be contingent upon a number of subsequent steps, including completion of any required environmental review under CEQA and NEPA and the Board of Supervisors' review of the terms of any proposed agreement.

Adoption of the legislation as proposed to be amended itself would not result in direct or indirect physical changes in the environment, or a reasonably foreseeable change in the environment. Since the legislation does not commit the City to a course of action, any physical changes that may result if an agreement is negotiated will not be known until the terms of the agreement are negotiated and the agreement is subjected to environmental review.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Wycko".

Bill Wycko  
Environmental Review Officer  
San Francisco Planning Department

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**



**Sharp Park Amendments**

John Avalos to: Bill Wycko

12/01/2011 04:04 PM

Cc: Angela Calvillo, Rick Caldeira, Frances Hsieh, Erica Maybaum,  
Rachel R. Redondiez

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Hi Bill-

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Sharp Park.pdf

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John Avalos  
Supervisor District 11  
1 Dr. Carlton B. Goodlett Place Room 244  
San Francisco, CA 94102  
415-554-6975 phone  
415-554-6979 fax

Member, Board of Supervisors  
District 11



City and County of San Francisco

JOHN AVALOS

TO: Bill Wycko, Chief Environmental Officer  
FROM: Supervisor John Avalos  
RE: Sharp Park Legislation, File #110966

---

As you know, the City Operations and Neighborhood Services (CONS) will be considering my Sharp Park legislation, File# 110966 this coming Monday, December 5<sup>th</sup>.

We will be hearing the substitute legislation which I introduced on November 22, 2011 which should have been referred to you for consideration.

At the CONS meeting, I plan to introduce the enclosed amendments to further clarify that the legislation is intended to provide a policy alternative for the Recreation and Parks Department to pursue. The attached legislation shows the substitute legislation that I introduced on November 22, with the amendments I intend to make in committee on Monday, December 5<sup>th</sup>.

I respectfully request your CEQA determination in writing on this version by the time the CONS committee considers this item on Monday, December 5, 10am.

Thank you very much for your immediate attention to this.



FILE NO.

ORDINANCE NO.

1 [Park Code – Long Term Management Agreement with the National Park Service for Sharp  
2 Park]

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22 **SEC. 3.20. SHARP PARK LONG TERM MANAGEMENT AGREEMENT.**

23 (a) Findings.

24 (1) Entering into a long-term management agreement with the National Park Service (“NPS”)  
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17 require any construction or other physical alteration of Sharp Park, results in no approved  
18 development plan for Sharp Park, and no legal obligations will exist unless and until the City and NPS  
19 negotiate, execute and deliver mutually acceptable agreements based upon information produced from  
20 applicable environmental review processes, and on other public review and hearing processes, subject  
21 to all applicable governmental approvals.

22 (b) In order to provide recreation benefits consistent with the modern recreational needs of all  
23 San Franciscans, Bay Area residents, and visitors, no later than March 1, 2012, the General Manager  
24 of the Recreation and Park Department ("General Manager") shall offer to close Sharp Park Golf  
25 Course and offer to the NPS the opportunity to create a long-term management agreement

1 ("Agreement") with the City for Sharp Park, which shall include the option of closure of the Sharp  
2 Park Golf Course, and in a manner that meets the policy objectives, findings, and goals of the City as  
3 set forth in this ordinance and consistent with: (i) the National Park Service's Organic Act, 16 U.S.C.  
4 §§ 1 et seq., and Management Policies; (ii) Golden Gate National Recreational Area's ("GGNRA")  
5 enabling legislation, Public Law 92-589; and (iii) GGNRA's Mori Point, Sweeney Ridge, and Milagra  
6 Ridge management plans. If the NPS is willing to consider the opportunity for long-term management  
7 of Sharp Park, then the General Manager shall take all actions necessary to negotiate the Agreement in  
8 partnership with the NPS consistent with the policy specified in subsection (c) below. The General  
9 Manager is authorized to and shall discuss with the NPS, among other options and terms, the closure of  
10 Sharp Park Golf Course. During the period between the NPS informing the General Manager of its  
11 willingness to negotiate an agreement with the City and either (i) the approval or denial of the  
12 Agreement or (ii) NPS informing the General Manager of its intent to cease negotiations with the City,  
13 the City shall not enter into any new leases, contracts, or agreements for the operation of the golf  
14 course, but may continue to operate existing golf amenities, so long as the City complies with all  
15 applicable federal and state environmental regulations and permitting requirements, including, but not  
16 limited to, the Endangered Species Act, 16 U.S.C. §§ 1531 et seq.

17 (c) The General Manager shall consult with the NPS and develop a collaborative plan ~~policy~~  
18 that achieves the following objectives and goals of the City: (i) ensures that Sharp Park remains secure,  
19 free of vandalism and incompatible uses, and is properly maintained during the period of negotiations  
20 over any Agreement; (ii) identifies actions the Department and NPS will take prior to implementation  
21 of an agreement ~~to propose an Agreement with the City for Sharp Park,~~ (iii) creates a schedule and  
22 financial strategies ~~road map,~~ to be incorporated into any Agreement, for each party to complete those  
23 actions specified in subsection (ii); (iv) discusses terms, which may be incorporated into the  
24 Agreement, that ensure that the NPS utilizes existing facilities to provide compatible and public-serving  
25 uses such as a community and visitor center with appropriate and feasible recreation; (v) discusses

1 terms, which may be incorporated into the Agreement, that provide for trail-based recreation, support  
2 stewardship of park lands, enhance nature-based educational opportunities, and provide other public  
3 recreation opportunities where appropriate and feasible; (vi) establishes proposed dates, to be  
4 incorporated into the Agreement, to end existing uses inconsistent with the Agreement, and to fully  
5 transition land management to the NPS as specified in subsection (b) above; and (vii) discusses terms,  
6 which may be incorporated into the Agreement, that ensure that the NPS provides public recreation  
7 opportunities consistent with the National Park Service's Organic Act, 16 U.S.C. Sections 1 et seq.,  
8 GGNRA's enabling legislation, Public Law 92-589, NPS Management Policies, and GGNRA's Mori  
9 Point, Sweeney Ridge, and Milagra Ridge management plans.

10 (d) In the course of exploring an agreement with NPS for the long-term management of Sharp  
11 Park, the Board of Supervisors shall consider, in addition to the items listed in subsection (c) above,  
12 affording all City of Pacifica residents the right to purchase San Francisco resident golf cards and to  
13 play at all of San Francisco's municipal courses at San Francisco resident rates for a minimum of five  
14 in order to reduce recreational impacts that could result from closure of Sharp Park Golf Course  
15 should the Board of Supervisors approve an agreement with NPS which provides for the closure of  
16 Sharp Park Golf Course.

17 (e) In the event an agreement between the City and NPS for the long-term management of  
18 Sharp Park is approved and Sharp Park Golf Course is closed as a result, the City shall offer positions  
19 to all City employees employed at Sharp Park Golf Course, consistent with applicable civil service  
20 rules and collective bargaining agreements.

21 (f) This ordinance shall not apply to Sharp Park lands currently operated for archery purposes  
22 unless a Memorandum of Agreement is entered into between the organizations operating the archery  
23 range and NPS.

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1 (g) The General Manager shall provide a written report to the Board of Supervisors on the  
2 status of negotiations with NPS regarding a potential agreement for the long-term management of  
3 Sharp Park including discussions on the option to close Sharp Park Golf Course.- by June 1, 2012, and  
4 quarterly thereafter until such time as negotiations are complete.

5  
6 APPROVED AS TO FORM:  
7 DENNIS J. HERRERA, City Attorney

8 By: VIRGINIA DARIO ELIZONDO  
9 Deputy City Attorney



# Board Packet Document Replacement Form

Meeting Date 12/6/11

File # 110966

Item # 42

Document Description: Over 6,000 Communications From the Public For  
and Against the Proposed Ordinance

The public communications are in the file kept by the Committee Clerk, and may be viewed in their entirety by the Supervisors, their staff or any member of the public upon request.



# SAN FRANCISCO PLANNING DEPARTMENT



**MEMO**

## Historic Resource Evaluation Response

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

*MEA Planner:* Jessica Range  
*Project Address:* Significant Natural Resource Areas Management Plan:  
 Sharp Park Golf Course, Pacifica  
*Block/Lot:* N/A  
*Case No.:* 2005.1912E  
*Date of Review:* February 8, 2011  
*Planning Dept. Reviewer:* Shelley Caltagirone  
 (415) 558-6625 | shelly.caltagirone@sfgov.org

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

PROPOSED PROJECT       Demolition       Alteration

### PROJECT DESCRIPTION

The project is the implementation of the San Francisco Recreation and Parks Department's Significant Natural Resource Areas Management Plan. The plan establishes goals and objectives for 32 Natural Areas, including Sharp Park Golf Course located in Pacifica. The specific goals and objectives are listed fully in Chapters 2 and 3 of the Sharp Park Golf Course Historical Resources Evaluation (HRE) report. In summary, the proposed project would convert about 19 acres of the golf course to Natural Area to facilitate restoration of the Laguna Salada and wildlife habitats associated with the property. Both the lagoon and pond would be excavated extensively and the dredge spoils would be used to raise Holes 10, 14, 15, and 18, creating upland habitat on the east edge of Laguna Salada. Thirteen acres of the golf course would be converted to upland habitat along the east side of the lagoon and would require that Holes 10 and 13 are slightly shortened or narrowed. A dispersal corridor between the lagoon and the pond would be constructed with upland features and would necessitate closing Hole 12 of the golf course. A post and rail fence would also be installed along the seawall to the west of the lagoon, with additional fencing around the wetland complex to discourage human and pet intrusion.


### PRE-EXISTING HISTORIC RATING / SURVEY

The golf course and the clubhouse were separately designated as historic landmarks for the City of Pacifica in 2009. The property is not listed on the state or national registries. The property is considered a "Category A" (Known Historic Resource) property for the purposes of the Planning Department's California Environmental Quality Act (CEQA) review procedures.

### HISTORIC DISTRICT / NEIGHBORHOOD CONTEXT

The 411-acre golf course is located in the town of Pacifica in San Mateo County. It borders the Pacific Ocean and is bisected by Highway 1. Thirteen fairways, the clubhouse, and Laguna Salada are located to the west of the highway, and the four remaining fairways are located to the east of the highway.



Re: Referral of File for determination of environmental impact - File No.  
110966 Park Code - Long Term Management Agreement with the National  
Park Service for Sharp Park 

Bill Wycko to: Victor Young

11/02/2011 01:19 PM

Cc: Brett Bollinger, Nannie Turrell, John Avalos, AvalosStaff

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The legislation prescribes actions which may result in direct and indirect physical changes to the environment and is subject to the California Environmental Quality Act (CEQA). Termination of golf use at Sharp Park has the potential to result in a number of potential significant environmental impacts, including impacts to the Sharp Park Golf Course, elements of which the Planning Department has determined are an historic resource for purposes of CEQA. As proposed, the legislation does not qualify for an exemption from CEQA. Therefore, CEQA review should be conducted prior to consideration and possible adoption of the legislation by the Board of Supervisors,

Victor Young/BOS/SFGOV

Victor Young/BOS/SFGOV

10/04/2011 03:42 PM



To Bill Wycko/CTYPLN/SFGOV@SFGOV

cc Nannie Turrell/CTYPLN/SFGOV@SFGOV, Brett  
Bollinger/CTYPLN/SFGOV@SFGOV

Subject Referral of File for determination of environmental impact -  
File No. 110966 Park Code - Long Term Management  
Agreement with the National Park Service for Sharp Park

Dear Mr. Wycko:

On September 6, 2011, Supervisor Avalos introduced the following proposed legislation:

**Ordinance amending the San Francisco Park Code Section 3.20 to: 1) require the Recreation and Park Department to develop a plan; 2) schedule and budget for developing a long term management agreement with the National Park Service for certain property under the jurisdiction of the Recreation and Park Commission located in San Mateo County that is within the Golden Gate National Recreation Area's legislative boundary (Sharp Park); and 3) make environmental and other findings.**

The legislation is being transmitted to your for environmental review.



110966 referral planning.pdf

Victor Young  
Assistant Clerk  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Pl., Room 244  
San Francisco CA 94102  
Phone: (415) 554-7723 | Fax: (415) 554-7714

victor.young@sfgov.org | www.sfbos.org

Complete a Board of Supervisors Customer Satisfaction form by clicking the link below.  
<http://www.sfbos.org/index.aspx?page=104>